

Collective Agreement

October 1, 2010 – September 30, 2014

Vancouver Community College and **CUPE Local 4627** Vancouver Community College Employees Union



www.cupe4627.com

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This Agreement, effective **October 1, 2010**, is between

Vancouver Community College ("the College")

and

The Canadian Union of Public Employees, Local 4627-
Vancouver Community College Employees Union
("the Union")

The College is an employer within the meaning of the Labour Relations Code of British Columbia. The Union is the bargaining authority for all employees of the College covered by the Union's certification. The Parties have carried on collective bargaining under the terms of the Code and have reached agreement as follows.

1.0 TERM OF AGREEMENT

- 1.1 This Agreement is for a term of four years from October 1, 2010 to September 30, 2014, both dates inclusive.
- 1.2 If no agreement is reached when this Agreement ends, it will continue until a strike or lockout begins, or until a new or renewed Agreement is reached.
- 1.3 Sections 50(2) and (3) of the Labour Relations Code will not apply to this Agreement.

2.0 DEFINITIONS AND COVERAGE FOR BENEFITS

2.1 Definitions

- 2.1.1 "Appropriate administrator" means the administrator designated by the College to have responsibility for a certain area.
- 2.1.2 "Article" means a main section of this Agreement, such as Article 2.0, Definitions and Coverage for Benefits or Article 2.1, Definitions.
- 2.1.3 "Classification" means those position titles, with Pay Grades, listed in Schedule A.
- 2.1.4 "College" means Vancouver Community College.
- 2.1.5 "College President" means the Chief Executive Officer of the College.
- 2.1.6 "Clause" means a paragraph in an Article of this Agreement, such as Clause 2.1.6.
- 2.1.7 "Human Resources Representative" means a Human Resources executive director, director, or advisor.
- 2.1.8 "Parties" means the Union and the College.

- 2.1.9 Singular and plural: when the plural is used in this Agreement, it will include the singular if the context requires it, and vice versa.
- 2.1.10 "Spouse" means:
- a) an employee's partner by virtue of a legal marriage; or
 - b) an employee's partner, including common law or same gender, who has been publicly maintained and represented as the employee's spouse for at least the previous 12 months. A same gender spouse is entitled to all spousal benefits, rights and entitlements of this Agreement where there is no legislative impediment.
- 2.1.11 "Union" means the Canadian Union of Public Employees, Local 4627 - Vancouver Community College Employees Union.

2.2 Permanent Employees

- 2.2.1 Permanent employees are employees who have been appointed to permanent staff by the College following the successful completion of the probationary period as stated in Article 2.3 Probationary Employees.
- 2.2.2 Permanent part-time appointments may be made with the prior approval of the Union. Approval will not be unreasonably denied.
- 2.2.3 The Union will respond to requests within 10 working days or approval will be assumed. The College will post these positions within 10 working days of approval.
- 2.2.4 Permanent employees are entitled to all employee benefits provided by this Agreement upon completion of 6 working months of service.
- 2.2.5 An achievement review will be conducted annually with permanent and temporary employees. An achievement review is intended to be a positive event, the purpose of which is to stimulate discussion between the employee and supervisor about the responsibilities and accomplishments of the year in review. It is used with the following understanding:
- a) The review will not be used as a basis for disciplinary action.
 - b) Discussion will take place between the supervisor and the employee who will agree on the written content of the form.
 - c) Supervisors will receive guidance in the process and should contact a Human Resources Representative for assistance.
 - d) The completed review form will be placed in the employee's personnel file.
 - e) Contents of this form may be grieved.
 - f) At the request of the employee, the review document will be removed from all files and the file will record that the review document was removed.

- g) If it can be shown that the achievement review was not used as intended, a Human Resources Representative will participate in subsequent achievement review discussions.

2.3 Probationary Employees

- 2.3.1 New permanent employees are considered in a probationary capacity until the satisfactory completion of 6 working months service. In extenuating circumstances, the College may extend the probationary period by up to three working months, with the agreement of the Union.
- 2.3.2 The probationary period is to determine competence and suitability for permanent employment.
- 2.3.3 The employment of probationary employees can be terminated at any time during the probationary period without pay in lieu of notice, subject to Article 10.0 Grievance Procedure.
- 2.3.4 Probationary employees' competence and suitability for permanent employment will be determined on the basis of factors such as:
- a) the quality of work;
 - b) conduct;
 - c) capacity to work harmoniously with others;
 - d) ability to meet work performance standards set by the College.
- 2.3.5 Probationary employees are entitled only to the following employee benefits:
- Article 14.1 Annual Vacation,
 - Article 14.2 General Holidays,
 - Article 14.3 Christmas Break,
 - Clause 14.4.2 Sick Leave,
 - Article 16.2 Bereavement Leave,
 - Article 16.4 Jury Duty and Court Appearance.

2.4 Term Employees and Positions

- 2.4.1 Term positions may be created with the mutual agreement of the Union and the College.

- 2.4.2 When the College and the Union agree to establish term positions, any affected employees will have the option of accepting either the term position or layoff.
- 2.4.3 Term employees are permanent employees employed over a specified term of less than 12 months each year with the duty months scheduled according to the educational needs of the College, subject to the approval of the Union.
- 2.4.4 The salaries of term employees will be calculated as follows:
Annual Salary+ Annual Vacation* X (Number of Duty Months / 12)
*4.8% for each 7 hours of vacation entitlement as contained in Article 14.1 Annual Vacation.
- 2.4.5 Benefit coverage will apply for the entire year and premiums will be deducted.
- 2.4.6 Vacation pay (Article 14.1) is included in the calculation of salary as a percentage and may not be taken during the duty months.
- 2.4.7 General Holidays (Article 14.2) are taken as they occur during the duty months.
- 2.4.8 Sick Leave (Article 14.4) applies only to the duty months.
- 2.4.9 If term employees are required to work some days during the non-duty months they will be paid at straight time hourly or biweekly rate as applicable.
- 2.4.10 Term employees will receive an increment for each completed duty year of service.
- 2.4.11 The College will notify term employees in their letters of appointment that they may qualify for Employment Insurance Benefits in their off-duty months.
- 2.4.12 Term employees employed before September 19, 1995, who were receiving 4% for General Holidays will continue to receive this payment for as long as they remain term employees.

2.5 Temporary Employees

- 2.5.1 Temporary employees are employees who are appointed to posted positions for a defined period which may be extended if necessary.
- 2.5.2 Temporary appointments are not intended to be ongoing and do not obligate the College to offer, nor employees to accept, later reappointment, except as provided in other provisions of this Agreement.
- 2.5.3 Clause 2.5.2 does not prevent the College from offering, or employees from accepting, later reappointment.
- 2.5.4 Clause 2.5.3 will not affect the applicable sections of Article 3.2 Filling Vacancies.

- 2.5.5 Temporary employees, upon appointment, are entitled only to the following employee benefits, as provided for those employees:
- Article 14.1 Annual Vacation Leave,
 - Article 14.2 General Holidays,
 - Article 14.3 Christmas Break,
 - Article 16.2 Bereavement Leave.
- 2.5.6 Temporary employees will receive 10% in lieu of the following benefits:
- Article 14.4 Sick Leave,
 - Article 14.6 Gratuity Plan,
 - Article 14.7 Municipal Pension Plan,
 - Article 14.8 Deferred Savings,
 - Article 14.9 Medical Services Plan,
 - Article 14.10 Extended Health Benefits Plan,
 - Article 14.11 Dental Plan,
 - Article 14.13 Group Life Insurance,
 - Article 14.14 Voluntary Life Insurance,
 - Article 14.15 Short-Term and Long-Term Disability
- 2.5.7 Temporary employees who have completed 850 hours of service may elect in writing to receive the benefits listed in Clause 2.5.6 instead of the 10%. Temporary employees who choose not to elect benefits at 850 hours of service will be eligible to elect for benefits again when they are appointed to a permanent position.
- 2.5.8 Temporary employees who have elected benefit coverage must continue to receive that coverage as long as they are eligible (see Article 2.8 Benefits for Part-time Employees).
- 2.5.9 Temporary employees are entitled to vacation leave with pay as provided for in Article 14.1 Annual Vacation.
- 2.5.10 If temporary employees are not able to schedule all or some of their vacation leave before the end of their assignments, they will receive pay for any vacation owed.

2.5.11 Temporary employees will be appraised during the first 6 working months in the position taking into account:

- a) the quality of work;
- b) conduct;
- c) capacity to work harmoniously with others;
- d) ability to meet work performance standards set by the College.

2.5.12 The employment of temporary employees can be terminated at any time during the appraisal period without pay in lieu of notice, subject to Article 10.0 Grievance Procedure.

2.6 Casual Employees

2.6.1 Casual employment means:

- a) casual from day-to-day; or
- b) a non-posted position for a defined period which may be extended but not for a period greater than 3 months.

2.6.2 Casual appointments are not intended to be ongoing and do not obligate the College to offer, nor employees to accept, later reappointment, except as provided in other provisions of this Agreement.

2.6.3 Clause 2.6.2 does not prevent the College from offering or employees from accepting later reappointment provided it is not for a period greater than 3 months.

2.6.4 Clause 2.6.3 will not affect the applicable sections of Article 3.2 Filling Vacancies.

2.6.5 Casual employees will receive vacation pay on each pay cheque of 4.8% of basic earnings for each 7 hours of vacation entitlement.

2.6.6 Casual employees will receive 4.6% of basic earnings on each pay cheque in lieu of Article 14.2 General Holidays and Article 14.3 Christmas Break.

2.6.7 Casual employees are entitled to unpaid Bereavement Leave (Article 16.2) if they are scheduled to work at the time the Leave is needed.

2.6.8 Casual employees will receive 10% in lieu of the following benefits:

- Article 14.4 Sick Leave
- Article 14.6 Gratuity Plan,
- Article 14.7 Municipal Pension Plan
- Article 14.8 Deferred Savings,
- Article 14.9 Medical Services Plan
- Article 14.10 Extended Health Benefits Plan,
- Article 14.11 Dental Plan,
- Article 14.13 Group Life Insurance,
- Article 14.14 Voluntary Life Insurance,
- Article 14.15 Short-Term and Long-Term Disability,
- Article 16.2 Paid Bereavement Leave

2.6.9 Casual employees who have completed 850 hours of service may elect in writing to receive the benefits listed in Clause 2.6.8 instead of the 10%, subject to Article 2.8 Benefits for Part-time Employees. Casual employees who choose not to elect benefits at 850 hours of service will be eligible to elect for benefits again when they are appointed to a permanent position.

2.6.10 Casual employees who have elected benefit coverage must continue to receive that coverage as long as they are eligible (see Article 2.8 Benefits for Part-time Employees).

2.6.11 Casual employees will be appraised, taking into account:

- a) the quality of work;
- b) conduct;
- c) capacity to work harmoniously with others;
- d) ability to meet work performance standards set by the College.

2.7 Student Aides and Peer Helpers

2.7.1 Student Aides and Peer Helpers must be registered as a student and identified to the College.

2.7.2 They will be entitled to:

- 10% in lieu of benefits,
- vacation in accordance with Clause 2.6.5,
- General Holidays in accordance with Clause 2.6.6,
- will move up one step on the student aide salary scales after completing each 1700 hours of employment,
- Superannuation (Pension entitlements).

2.7.3 They will not be entitled to:

- hiring preference under Article 3.2 Filling Vacancies,
- internal status.

2.7.4 Upon gaining employment status as a permanent employee, 25% of all time worked as a student aide or peer helper will be used to determine a back-dated seniority date.

2.8 Benefits For Part-Time Employees

2.8.1 Benefits for part-time employees will be administered as follows:

- a) Once an average of 14 hours of work per week for 1 month has been achieved, the employee will receive benefits for the following calendar quarter;
- b) If during that calendar quarter an average of 14 hours per week is achieved, the benefits will continue for the next calendar quarter;
- c) If at the conclusion of any calendar quarter an average of 14 hours per week is not achieved, then benefits will be cancelled and the employee will receive 10% in lieu.

2.8.2 Casual employees who have qualified for employee benefits and average less than 14 hours per week will receive 10% instead of the benefits listed in Clause 2.6.8.

3.0 VACANCIES

3.1 Job Postings

3.1.1 Before filling any temporary vacancy expected to exceed 3 months or any permanent vacancy, the College will post notice of the vacancy electronically and on the bulletin board in Food Services for a minimum of 10 working days.

- 3.1.2 As soon as it becomes known that a temporary position will exceed 3 months, it will be posted provided more than one month of work will remain beyond the closing date of the competition.
- 3.1.3 Should a posted temporary vacancy ultimately become permanent, it will be reposted at that time.
- 3.1.4 A job posting will be compatible with the current job-rating sheet and will essentially represent the current job description of the available position.
- 3.1.5 A job posting will include:
- an accurate summary of the current major duties and responsibilities and required qualifications for the position;
 - a statement that an equivalent combination of training and/or experience may be substituted for the required qualifications;
 - classification;
 - position number;
 - current work location (without prejudice to the right of the College to transfer employees);
 - hours and days of duty;
 - pay grade, salary range and any particular premiums associated with the position;
 - the competition closing date;
 - the statement "Vancouver Community College is committed to maintaining a work force that represents the diverse community we serve and we encourage all qualified applicants."
- 3.1.6 Where the available position is temporary, the job posting will state this and will include the anticipated duration of employment.
- 3.1.7 Where the expression "other related duties" or similar expressions appear in a job posting, it will mean other duties related to the described duties.
- 3.1.8 The College will email all job postings to the recorded email address of all laid-off permanent employees subject to recall.

- 3.1.9 Once a position has existed for 24 continuous months, it will be posted as a permanent position. In exceptional circumstances, a position may continue to be temporary with the approval of both Parties. Approval will not be unreasonably withheld. A temporary position equal to or greater than 14 hours per week which has existed for a continuous 12 months and can reasonably be expected to be ongoing will be established as a permanent position and will be posted, subject to the provisions of Clause 2.2.2.
- 3.1.10 When reasonable, the College will combine part-time, temporary work which is ongoing, to create permanent positions equal to or greater than 14 hours per week in accordance with Clause 3.1.10. The work to be combined will normally be in the same classification or pay grade.
- 3.1.11 A temporary position which is established as permanent may, as provided in Article 2.4 Term Employees and Positions, be established on a term basis by mutual agreement between the College and the Union and will be posted.
- 3.1.12 If the College decides to eliminate or delay in filling vacant positions covered by this Agreement, it will post a notice to that effect for the information of members of the bargaining unit.
- 3.1.13 Once a position has been posted, the College will not cancel that posting unless it can demonstrate that circumstances arose after the posting occurred which made the cancellation necessary. The College will notify the Union in writing of the circumstances. If the Union does not agree with the College's decision, it may initiate a grievance commencing at Step 3 of the Grievance Procedure.
- 3.2 Filling Vacancies**
- 3.2.1 In filling job vacancies as provided in Article 3.1 Vacancies of this Agreement, first consideration will be given to qualified internal applicants.
- 3.2.2 Casual employees with 425 hours of service, temporary employees, probationary employees and permanent employees may compete for job vacancies on an equal basis.
- 3.2.3 The College will only consider outside applicants if no employee covered by Clause 3.2.2 is appointed to the vacancy.
- 3.2.4 Student Aides and Peer Helpers do not have internal status for the purposes of Article 3.2.
- 3.2.5 Upon completion of 850 hours of service, temporary and casual employees will maintain internal status and seniority for a period of 5 months following the end of their assignment and/or cessation of employment.

- 3.2.6 Unless the ability to perform the job by an employee with less seniority is superior, the College recognizes that in keeping with the principle of promotion within the College and that job opportunities should increase in proportion to length of service, that seniority will be the determining factor.
- 3.2.7 The “onus at arbitration” is on the College to establish the superiority of a less senior applicant selected.
- 3.2.8 For the purposes of Article 3.2, seniority and length of service are equivalent.
- 3.2.9 The College will notify, in writing, each internal applicant of the status of their application for transfer or promotion.
- 3.2.10 An internal applicant who was not considered qualified has access to Article 10.0 Grievance Procedure and the “onus at arbitration is on the Union to show that the internal applicant is qualified to perform the job.
- 3.2.11 Employees who have not been appointed to a posted vacancy, may informally discuss the reasons for the non-selection with the Administrator or delegate responsible for filling the vacancy or they may make a written request for the reasons.
- 3.2.12 Should a grievance be filed, it will commence at Step 2. The Grievance time limits will begin when the employees receive notice of non-selection or the College’s response as provided in Clause 3.2.11.
- 3.2.13 No grievance will be pursued or allowed on behalf of employees junior to the one appointed to a vacancy.
- 3.2.14 On promotion, the salary of employees is increased by the greater of 2 pay steps or to the minimum of the new pay scale. Employees will not receive a rate of pay greater than the maximum of the new scale.
- 3.2.15 Upon promotion there will be no change in employees’ increment dates.

3.3 Transfer

- 3.3.1 Transfer means the movement of employees from one position to another in the same classification.
- 3.3.2 The College will not transfer employees in an attempt to bypass the provisions of Article 18.1 Layoff.
- 3.3.3 The College will give employees as much notice as possible of its intent to transfer them.
- 3.3.4 All transfers will be discussed with employees prior to the giving of notice.

3.3.5 If the proposed transfer would result in hardship for the employees concerned, the College will attempt to accommodate their needs through mutually agreeable means.

3.3.6 Employees have the right to elect to be laid off rather than accept a transfer to a different campus.

3.4 Trial Period

3.4.1 On promotion or transfer to another position, permanent employees will serve a 3 working month trial period in the new positions before the appointments are confirmed. In extenuating circumstances the College may extend the trial period by 3 working months with the agreement of the Union.

3.4.2 If the appointments are not confirmed, employees will revert to their former positions.

3.4.3 In the event the former positions no longer exist, the employees will be laid off.

3.4.4 An employee may elect to return to his/her previous position within the first 6 weeks of his/her trial period, or at any other time if his/her position has not been accepted by an employee through the job posting provisions in Article 3.1 Job Postings or another individual through an external posting process. Any other employee affected by this move will revert to his/her former position.

3.4.5 If employees wish to return to their previous positions but their previous positions have been filled, the College and the Union will take reasonable steps to accommodate them, provided there are no additional costs incurred.

3.5 Temporary Positions

3.5.1 If a temporary position becomes permanent and the incumbent is selected for continued appointment to the position, the first 3 or 6 working months' service in the position will be considered as the trial or probationary period.

3.5.2 If permanent employees are appointed to fill temporary positions, they will, when the temporary work is completed, return to their former positions. Any other employees who have received promotion as a result of the temporary assignment will automatically return to their former positions.

3.5.3 If permanent employees are appointed to fill temporary positions, they will have the right of first refusal to all extensions to their positions, providing their performance has been satisfactory.

3.5.4 Any employees appointed to fill posted temporary vacancies, who are eligible for permanent appointment, will be considered in a temporary capacity until the completion of 6 working months' service. After this, if they continue in the same positions on a permanent basis, seniority, holiday benefits, and any other benefits related to length of service will be based upon the original date of employment.

3.6 Temporary Reappointment Rights

- 3.6.1 Temporary employees will have the right of first refusal to all extensions and temporary vacancies in their posted positions, providing their performance has been satisfactory.
- 3.6.2 Except as provided for in Clause 16.6.2, reappointment will also apply to any casual work which may occur on a day-to-day basis.
- 3.6.3 The right of first refusal will be in effect for a period of 3 months from the expiry of their last appointment in the positions.
- 3.6.4 Employees will keep Human Resources advised of their availability on a biweekly basis.
- 3.6.5 Refusal of a reappointment offer, without reasonable grounds, will result in the loss of this right.

4.0 RIGHTS OF MANAGEMENT

- 4.0.1 Any rights of Management which are not specifically mentioned in this Agreement and are not contrary to its intention will continue in full force and effect for the term of this Agreement.
- 4.0.2 These rights will be exercised in a fair, equitable and non-discriminatory fashion.
- 4.0.3 The College may dismiss, suspend, or discipline employees for just and reasonable cause. In the event of an arbitration arising out of this action, the burden of proof is on the College.

5.0 BARGAINING UNIT

- 5.1.1 The bargaining unit consists of clerical (including administrative), and technical employees, warehousemen, program assistants and cafeteria workers in the Food Trades Division of Vancouver Community College.

6.0 UNION SECURITY

6.1 Membership

- 6.1.1 The College recognizes the Canadian Union of Public Employees and its Local 4627 as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Labour Relations Board and hereby agrees to negotiate with the Union, or any of its authorized committees.

6.1.2 All new employees will, within 30 days after beginning employment, apply for and maintain membership in the Union as a condition of employment.

6.1.3 No employees will be deprived of employment due to loss of membership in the Union for reasons other than failure to pay the regular Union dues. No Supervisor will be permitted to make a written or verbal agreement with an employee which conflicts with the terms of this Collective Agreement.

6.1.4 Representatives of CUPE will have reasonable access to the Employer's premises in order to deal with any matter arising out of this Collective Agreement.

6.2 Check-off

6.2.1 In accordance with the provisions of Section 16 of the Labour Relations Code or its successor, the College will deduct from the wages of employees covered by this Agreement, Union dues and assessments levied in accordance with the by-laws of the Union.

6.2.2 For new employees, these deductions will commence on their first day of employment.

6.3 Union Insignia

6.3.1 Employees are entitled to display Union shop cards and insignia no larger than 5" x 7" on their person, at their workstation, on College bulletin boards and at mutually agreeable locations on College buildings.

6.3.2 The College accepts no responsibility for the cost or maintenance of these display materials.

6.4 Excluded Positions

6.4.1 The College will notify the Union of the creation of any position that the College intends to treat as an excluded position, along with the reasons justifying the exclusion.

6.4.2 The notice will be given upon creation of the position at least 30 days prior to filling the new position.

6.5 Union Activity

6.5.1 There will be no discrimination against employees because of membership or activity in the Union or for the exercise of rights, privileges and benefits provided by this Agreement. The Union will exercise its rights in a fair, equitable, and non-discriminatory fashion.

6.6 Meeting Space

- 6.6.1 The College will make available at both campuses, 1155 East Broadway, Vancouver and 250 West Pender Street, Vancouver, private space to accommodate meetings between a Union Representative and individual members to prepare for meetings with the College.
- 6.6.2 The College space at 1155 East Broadway, Vancouver will be for the exclusive use of the Union and include a dedicated phone line, computer line and table.

6.7 Union Information

- 6.7.1 The College will provide the names of new employees to a designated Shop Steward at each campus biweekly.
- 6.7.2 The College will provide a monthly list of new, transferred, promoted and resigned employees to the Union.
- 6.7.3 The College will make every reasonable effort to provide the Union with information it requests in a timely manner.
- 6.7.4 The College will provide the Union with agendas in advance of public College Board, Board Committee and College Council meetings. The College will provide the Union with minutes of these meetings when they are available.
- 6.7.5 The College will not charge the Union for any reasonably accessible information provided under Article 6.7 Union Information. If the information is not reasonably accessible, the College will require the Union to make a Freedom of Information request as provided for in Article 7.9 Freedom of Information and Protection of Privacy Act.
- 6.7.6 The College will provide the Union with a copy of any correspondence to employees which interprets this Agreement or any College personnel policy. This clause does not apply to routine correspondence.
- 6.7.7 The Union will provide the College with a copy of any correspondence to employees which interprets this Agreement or any College personnel policy. This clause does not apply to routine correspondence.
- 6.7.8 The College will provide the Union with a copy of all form letters which it uses to communicate with employees and with any amendments to these letters.

6.8 College Councils

6.8.1 The Union will have representation, with vote, on the Operations Council and any similar council established by the College concerning significant instructional or administrative policy matters. Employees whose work schedule would prevent them from attending these meetings will be granted a leave of absence from regular duties without loss of pay.

6.9 Access to Communication Systems

6.9.1 The College will grant the Union reasonable access to its internal mail system to allow the Union to distribute information to its members. Distribution will be done outside of regular duty time.

6.9.2 The College will provide the Union with a voice mailbox on the College's phone system.

6.9.3 The College will not interfere with the Union's ability to send electronic mail messages to its members at the College who have access to electronic mail.

6.9.4 The College will discuss the possibility of access to any new communication systems with the Union.

6.9.5 Union access to College communication systems will not interfere with employees normal work schedules and will not result in additional costs to the College.

6.10 Leave for Union Business

6.10.1 The College will not unreasonably deny leave of absence to employees delegated by the Union to attend to Union business. The Union will provide the College with 10 working days notice when possible.

6.10.2 The College will grant permission to shop stewards, members of the Executive Board and the Bargaining Committee of the Union to leave their employment temporarily in order to carry on bargaining with the College, attend any joint labour / management meeting or with respect to a grievance without loss of pay for the leave. The College will pay for a maximum of 6 Union members to attend to bargaining. The Union has the right to add non-employer paid members to the Bargaining Committee.

6.10.3 The College will grant leave of absence to employees elected to full-time Union office. Employees will continue to accumulate service for vacation entitlement, seniority and any other benefit related to length of service.

6.10.4 The College will continue to pay employees granted leave under Clause 6.10.1 and Clause 6.10.3 full pay and benefits, and the Union will reimburse the College as follows:

- a) leaves of up to and including 10 consecutive working days: wage costs;
- b) leaves of over 10 consecutive working days up to 3 months: wage costs plus 20%;
- c) leaves of over 3 months: wage costs and actual benefit costs.

6.11 Employee Orientation

6.11.1 Where operational requirements permit, the Union Representative will be given reasonable time off with pay to acquaint each new employee of the benefits and obligations of Union membership.

6.12 Union Meetings

6.12.1 The College will, when possible, accommodate Union meetings at the request of a Representative of the Union.

6.12.2 If requested by the Union and if possible, the College will provide a room for Union meetings.

6.12.3 The scheduling and duration of the meetings will not interfere with the necessary operation of the College.

6.12.4 The College will ensure that all members of the Union regardless of shift are able to attend ratification meetings, without loss of pay. The Union must give a minimum of 48 hours' written notice to the Human Resources Department.

6.13 Union Job Evaluation Representatives

6.13.1 Union Job Evaluation Representatives will be granted leave of absence with pay to attend to their job evaluation responsibilities such as meeting with individuals in order to prepare an appeal of their job evaluation, or to meet with College Representatives during the course of an appeal.

6.14 Contracting Out

- 6.14.1 The College will not make a practice of contracting out work that would result in the layoff of permanent employees.
- 6.14.2 If the College contracts out work and layoffs are necessary, the College will:
- a) make every effort to notify the Union at least 120 calendar days before the date of layoff; in no case will the notice be less than 90 calendar days; and
 - b) fully inform the Union of all the circumstances; and
 - c) consult with the Union to identify ways to avoid layoffs.
- 6.14.3 If positions are eliminated because the College has decided to contract out, permanent employees affected will have immediate access to any retraining that is necessary to provide the skills required to assume the duties of other positions.
- 6.14.4 Permanent employees assuming positions in a lower pay grade will have their current salary protected and will receive increments and general wage increases as they occur. If permanent employees assume less than full-time positions, their salaries will be prorated.
- 6.14.5 Employees who decline retraining or cannot successfully complete the retraining required will be covered by Article 18.0, Layoff, Severance Pay and Recall.

7.0 EMPLOYEE RIGHTS

7.1 Seniority

- 7.1.1 Permanent, probationary and temporary employees will accumulate seniority.
- 7.1.2 Casual employees will accumulate length of service.
- 7.1.3 Seniority and length of service are based on all regular paid hours, including paid time off, subject to the other provisions of Article 7.1 Seniority.
- 7.1.4 Permanent and probationary employees who work an 8-hour day will accumulate **7** hours of seniority for each day paid.
- 7.1.5 Employees who receive a premium instead of paid Vacation, General Holidays and Christmas Break will have their seniority or length of service increased proportionately.

- 7.1.6 Employees will continue to accumulate seniority during:
- strikes and lockouts;
 - sickness;
 - Workers' Compensation claim;
 - vacation;
 - all paid leaves of absence;
 - recall period;
 - Leave for Personal Reasons of 15 consecutive calendar days or less in a calendar month;
 - full Leave for Personal Reasons if it is an extension of a Maternity, Parental or Adoption Leave;
 - Maternity, Parental or Adoption Leaves;
 - Education Leave;
 - Leave for Union Business;
 - EI Compassionate Care Leave.
- 7.1.7 Employees will retain their seniority but will not continue to accumulate seniority during:
- Leave for Personal Reasons greater than 15 consecutive calendar days in a calendar month, except as provided in Clause 7.1.6;
 - all other unpaid leaves not covered in Clause 7.1.6.
- 7.1.8 Employees will lose seniority and cease to be employees of the College if they:
- a) resign, or
 - b) are discharged for cause, or
 - c) after layoff, fail to report for work within 7 working days after notification to the address on record with the College, unless on reasonable grounds they are unable to report for work at the time or the position available is at a lower Pay Grade than that occupied at the time of layoff, or
 - d) select severance pay,
 - e) are absent without leave or notification, or
 - f) fail to return to work upon the expiration of an authorized leave of absence or vacation unless this is due to extenuating circumstances beyond the employee's control.

7.1.9 Seniority will be applied in determining preference for vacations, in accordance with Clause 14.1.2(a), 13.4 Acting in Senior Capacity, right of first refusal for available overtime (12.6.2 Overtime), and access to preferred shifts (except as otherwise provided in this Agreement), taking into consideration the commitment of the College, the needs of the department and the desires of the employees. Ability, operational efficiency and seniority will be considered in determining access to preferred assignments.

7.1.10 The College will produce a combined seniority / length of service list. This list will include:

- Group
- Employee Name
- Original Start Date
- Total Seniority Hours

7.1.11 If casual employees become temporary or probationary employees their accumulated length of service will be converted to seniority. If temporary employees become casual employees, their accumulated seniority will be converted to length of service.

7.2 Job Descriptions and Job Rating Sheets

7.2.1 The College will provide to all employees at the time of hiring, promotion, or upon request, a description of the duties and responsibilities and a copy of the current job-rating sheet for their position.

7.2.2 If the Union and the College agree on classification specifications or their equivalent, the College will provide a copy to employees at the time of hiring, promotion or upon request. The College will also place a current set of these in each College library.

7.3 Personal Duties

7.3.1 Employees will not be required to perform personal duties for supervisory personnel.

7.4 Picket Lines

7.4.1 Employees will not be disciplined by the College for refusing to cross a legal picket line as defined in the Labour Relations Code.

7.4.2 When employees refuse to cross a legal picket line at their normal place of duty, they will be considered absent without pay.

7.5 Transfer within CUPE Local 15

- 7.5.1 CUPE Local 15 members, hired directly from other employers, will be credited with their accumulated length of service for vacation, increment and benefit entitlement purposes.
- 7.5.2 Seniority will not be transferred.

7.6 Disciplinary Meetings

- 7.6.1 When the College requests an employee to meet, the employee will have the right to choose an available Union Representative of their own choice to be present.
- 7.6.2 When the College meets with employees to reprimand or discipline them, the College will advise them in advance that the meeting is intended to be disciplinary, and will advise them of their right to choose an available Union Representative of their choice to be present.
- 7.6.3 If an employee waives their right to representation for a disciplinary meeting, the Union will be notified, and a Union Representative will be present at the meeting as a Union observer.
- 7.6.4 Where a meeting, without notice, becomes a disciplinary meeting, the meeting will be temporarily adjourned, and Clause 7.6.2 and Clause 7.6.3 will apply.
- 7.6.5 Subject to Clause 7.6.6, the term available in Article 7.6 Disciplinary Meetings means that the Union Representative must be available within 2 working days or another mutually agreed upon period.
- 7.6.6 When there is a “culminating incident” and the College believes immediate discipline is essential or when the College believes an incident requires immediate discipline, “available” means a Union Representative who is available immediately.

7.7 Written Response

- 7.7.1 Employees are entitled to receive from the College a written response to a written request made.
- 7.7.2 If the College cannot respond within 10 working days, it will notify employees when there will be a response.

7.8 Personnel Files

- 7.8.1 At the time of filing, the College will provide employees with a copy of evaluation performance statements, letters of commendation and reprimand, and any other documents which may be the basis of disciplinary action.

- 7.8.2 The College will clearly indicate to the employees at the time of filing that the material is to be placed in their personnel file by the means of a "cc" on the bottom of the document.
- 7.8.3 Employees or their designates will have access to all material in their official personnel file at a time or at times mutually convenient to the employees and to the College.
- 7.8.4 Examination of the contents of the official personnel file will be in the presence of a person authorized by the College.
- 7.8.5 Access to a personnel file is limited to employees, the College President and the excluded staff in the Human Resources department, or their designates.
- 7.8.6 The College will not release any of the contents of a personnel file or any personal information to unauthorized individuals, including prospective employers, without the written permission of the employees.
- 7.8.7 The official personnel file will be located in Human Resources.
- 7.8.8 The College will not keep confidential medical information in a personnel file. If any confidential medical information is sent to the College it will be placed in a sealed file to be opened only with the written permission of the employee.
- 7.8.9 The College will remove all adverse material from a personnel file 18 months after it has been placed in the file, provided there have been no related incidents or repeated pattern of behaviour which resulted in a reprimand or disciplinary action.
- 7.8.10 The College will ensure that adverse material that should have been removed is removed prior to anyone viewing the file. If any adverse material that should have been removed is discovered in a personnel file, it will be removed immediately.
- 7.8.11 The College will not introduce at disciplinary proceedings any documents, etc. from an employee's personnel file which were not given to the employee at the time they were placed in the file.
- 7.9 Freedom of Information and Protection of Privacy Act**
- 7.9.1 As provided by the Freedom of Information and Protection of Privacy Act, employees have the right to copies of all of their own personal records kept by the College.
- 7.9.2 The College will not charge employees for the retrieval or duplication of their own personal records.
- 7.9.3 If employees dispute the accuracy of the information contained in any of their own personal records, they may request a correction in writing.

- 7.9.4 The College will respond in writing to any request. The response will state the action taken and will include reasons if the College refuses to make the requested correction.
- 7.9.5 If the College refuses to make a correction, it will include the employee's request for correction in the record.
- 7.9.6 The College will disclose personal information to the Union when the disclosure is permitted or required under this Agreement.
- 7.9.7 The College will disclose personal information not covered by Clause 7.9.6 to the Union only if the Union has the written permission of the employee.
- 7.9.8 The College will not charge the Union for the retrieval or duplication of information covered by Clause 7.9.6 or Clause 7.9.7.
- 7.9.9 If the Union makes a Freedom of Information request for information that is not covered by Clause 7.9.6 or Clause 7.9.7, the College may charge the allowable fees as provided in the Act.

7.10 Ethics and College Policy

- 7.10.1 When employees feel that they are being asked to do something unethical or in violation of College policy, they may pursue the matter through Article 10.0 Grievance Procedure.
- 7.10.2 Employees may choose to start the grievance at Step 1 or Step 2.
- 7.10.3 A grievance under this Article is not arbitrable.

7.11 College Meetings

- 7.11.1 Employees appointed to College related committees by either the College or the Union are entitled to attend all meetings without loss of pay.
- 7.11.2 Employees must ensure that their Supervisors verbally approve this leave in advance, which will not be unreasonably withheld.

7.12 Supervision

- 7.12.1 Employees who have concerns about supervisory practices will notify the appropriate Human Resources Representative and the Union who will work with both sides in order to resolve the issue. Human Resources Representatives have the authority to administer the Collective Agreement and will take the necessary steps to address any alleged violations while the Union retains its ability to grieve such violations.

- 7.12.2 The College will endeavour to ensure that Supervisors will receive appropriate training.
- 7.12.3 An employee will be informed in writing of his/her direct Supervisor in their letter of appointment.

8.0 HUMAN RIGHTS

8.1 No Discrimination

- 8.1.1 The College will not
- refuse to employ, or to continue to employ a person, or
 - discriminate against a person with respect to employment or any term or condition of employment, because of the race, colour, ancestry, place of origin, political belief, religion, creed, marital status, family status, physical or mental disability, sex, sexual orientation, age or Union activity or membership of that person or because that person has been convicted of a criminal or summary conviction offence that is not related to the employment or intended employment of that person.
- 8.1.2 Article 8.1.1 does not apply with respect to a refusal, limitation, specification or preference based on a legitimate occupational requirement.
- 8.1.3 Any allegation of discrimination will be dealt with through Article 10.0 Grievance Procedure, with the burden of proof being on the Union. Employees involved in any allegations of discrimination are encouraged to make use of the College's Human Rights Policy prior to accessing Article 10.0 Grievance Procedure.
- 8.1.4 The College acknowledges its duty to accommodate employees in order to avoid discrimination and comply with the intent of Article 8.1 and the Human Rights Code of BC.
- 8.1.5 The Union and employees will cooperate with any reasonable accommodations proposed by the College.
- 8.1.6 The College will reasonably accommodate employees who are members of a legitimate religious group wishing to have leave on recognized religious holidays of their faith as follows:
- a) the College will allow employees to use their fortnights, banked overtime, gratuity days and vacation, or
 - b) any other accommodation will be determined through discussions between the employee, the Union and the College on a case by case basis.

8.2 Sexual and Personal Harassment

8.2.1 The College is committed to providing all employees with a work environment free from sexual and personal harassment.

8.2.2 For the purposes of Article 8.2 Sexual and Personal Harassment, sexual harassment is defined as:

- a) unwanted sexual attention made by a person who knows or ought reasonably to know that the attention is unwanted; or
- b) unwanted physical contact such as touching, patting, pinching, or punching; or
- c) implied or expressed promise of reward for complying with a sexually oriented request; or
- d) implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- e) the display of sexually oriented literature, or pornographic material.

8.2.3 For the purposes of Article 8.2, personal harassment is defined as:

- a) physical threat, intimidation, or assault, or unwelcome physical contact such as touching, patting, pinching and punching; or
- b) unwelcome behaviour or comment that is directed at, or offensive to any employee that demeans, belittles, causes personal humiliation or embarrassment to that employee or any other employees; or
- c) implied or expressed promise of reward or threat of reprisal, or the denial of opportunity for refusal to comply with a request which is unrelated to any employee's assigned duties; or
- d) the improper use of power and authority inherent in the position held, to endanger an employee's job, threaten the economic livelihood of an employee, or in any way interfere with or influence the career of an employee; or
- e) remarks or behaviour that may reasonably be perceived to create a negative psychological and emotional environment for work and study.

8.2.4 Any allegation of sexual or personal harassment will be dealt with through Article 10.0 Grievance Procedure. Employees who are involved in any allegations of sexual or personal harassment are encouraged to make use of the College's Human Rights Policy prior to accessing Article 10.0 Grievance Procedure.

- 8.2.5 Where a person who is the subject of the complaint is the College Representative at any Step of the Grievance Procedure, the Union may bypass that Step of the procedure or present the grievance to another appropriate College Representative.
- 8.2.6 College or Union Representatives, in the course of investigation of a complaint of harassment, will have regard for the privacy and confidentiality of the grievor and all employees involved in the complaint.
- 8.2.7 An Arbitrator, in the determination of a complaint of harassment, may take reasonable steps to protect the privacy and confidentiality of all involved in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all.
- 8.2.8 Employees against whom a grievance or complaint has been filed will have the right to know what allegations have been made against them, and will have the right to request Union representation at all meetings, interviews and hearings where their presence is requested.
- 8.2.9 The Union has the right to represent employees at all meetings, interviews and hearings where the complainant's presence is requested.

9.0 JOINT CONSULTATION AND ADJUSTMENT PLAN

9.1 Joint Consultation

- 9.1.1 The effective conduct of the College's operation requires the active and continuing participation of the Union.
- 9.1.2 Where not specified in this Agreement, the management of significant matters affecting the development and implementation of the College's operation will be carried on through consultative processes.
- 9.1.3 A joint Consultation Committee will be established to consult about workplace issues that affect the Parties or any employees bound by this Agreement.
- 9.1.4 The Union will be represented on this Committee by four members and a Union Staff Representative. The College will be represented by no more than four Representatives.
- 9.1.5 At the request of either Party, the Consultation Committee will meet.
- 9.1.6 The purpose of the Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

9.1.7 The Committee will not deal with violations of the Agreement which will be dealt with through Article 10.0 Grievance Procedure.

9.1.8 The Parties may jointly apply to the Associate Chair of the Mediation Division of the Labour Relations Board to appoint a facilitator to the Committee to assist in developing a more cooperative relationship between the Parties.

9.2 Adjustment Plan

9.2.1 If the College introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the College will notify the Union in writing at least 60 days before the measure, policy, practice or change is to be introduced.

9.2.2 After notice has been given, the Consultation Committee will meet, in good faith, and attempt to develop an adjustment plan, which may include provisions covering any of the following:

- a) Consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Agreement;
- b) Human Resource planning and employee counseling and retraining;
- c) Notice of layoff;
- d) Severance pay;
- e) Entitlement to pension and other benefits including retirement benefits;
- f) A joint process for overseeing the implementation of the adjustment plan.

9.2.3 If the Parties agree to an adjustment plan, it is enforceable as if it were part of this Agreement.

9.2.4 This Article 9.2 Adjustment Plan does not apply to the termination of employment:

- a) for just cause;
- b) of casual employees;
- c) of temporary employees.

10.0 GRIEVANCE PROCEDURE

10.1 General

- 10.1.1 Any differences concerning the dismissal, discipline, or suspension of employees, or the interpretation, application or operation of this Agreement, or any alleged violation of this Agreement, and any question as to whether any matter is arbitrable will be dealt with without undue delay or stoppage of work according to the Grievance Procedure contained in Article 10.0 Grievance Procedure.
- 10.1.2 The time limits outlined in this procedure may be extended by mutual agreement of the Parties. If no agreement has been made or where an agreed extension has expired:
- a) the grievance may proceed to the next step of the procedure if the College exceeds the time limits; or
 - b) the College will consider the grievance abandoned.
- 10.1.3 Where either the Union or the College disputes the general application, interpretation or alleged violation of this Agreement, the dispute will be considered a policy grievance and be referred to Step 3 of the Grievance Procedure.
- 10.1.4 The Grievance Form referred to in Article 10.0 Grievance Procedure and attached as Schedule C-2 will be mutually agreed by the Parties and may be changed only with mutual agreement. The College will provide Shop Stewards with copies of the Form.
- 10.1.5 If a grievance is advanced to Article 10.5 Step 4 - Investigator, Article 10.6 Step 5 – Binding Arbitration, Article 10.7 Arbitration Panel or Article 10.8 Alternate Dispute Resolution Methods, neither Party may rely on any errors or omissions in the Grievance Form or any correspondence about the grievance.
- 10.1.6 A chart explaining the Grievance Procedure is included as Schedule C-1.

10.2 Step 1

- 10.2.1 The Union and Employer strongly encourage employees to take advantage of Step 1, however it is not required.
- 10.2.2 Employees and, at their option, a Shop Steward, may discuss the complaint with their Supervisor within 20 working days from the date they became aware of the event leading to the complaint.
- 10.2.3 A verbal or written response will be provided to the employees and Shop Steward within 5 working days of the meeting.
- 10.2.4 Failing a satisfactory resolution, the grievance may be advanced to Step 2.

10.3 Step 2

10.3.1 Employees or a Union Representative may refer a grievance to Step 2 by sending a copy of a completed Grievance Form to a Human Resources Representative.

10.3.2 Any errors or omissions on the Grievance Form may be corrected at Step 3 and will not cause a grievance to be lost.

10.3.3 A grievance must be referred to Step 2:

a) within 15 working days of receiving the Step 1 response, or

b) if the grievance was not referred to Step 1, within 20 working days of the incident or of the employees or Union becoming aware of the incident.

10.3.4 The grievors with the Shop Steward will meet with the Supervisor and appropriate Administrator or delegate to discuss and attempt to resolve the grievance within 5 working days of the receipt of the grievance.

10.3.5 A written response will be provided to the Shop Steward with a copy to the Chief Shop Steward within 15 working days of the meeting.

10.4 Step 3

10.4.1 If the grievance is not settled at Step 2, it may be referred by the grieving party within 7 working days of the Step 2 response, to the Union Representative and a Human Resources Representative.

10.4.2 The Parties will meet to investigate and attempt to settle the grievance as soon as possible following receipt of the referral to Step 3.

10.4.3 A Human Resources Representative will provide a written response to the Union Representative within 15 working days of the meeting.

10.4.4 In the case of grievances filed by the College, the Union will provide a response as outlined in Clause 10.3.3.

10.5 Step 4 – Investigator

10.5.1 If the grievance is not settled at Step 3, it may be referred to Step 4 within 10 working days of the Step 3 response.

10.5.2 David McPhillips or a substitute agreed to by the Parties will:

a) investigate the difference;

b) define the issue in the difference; and

c) make written recommendations to resolve the difference within 20 working days of the receipt of the request; and, for those 20 working days time does not run in the Grievance Procedure.

- 10.5.3 The Investigator's remuneration and expenses will be borne equally by the College and the Union.
- 10.5.4 Step 4 is not mandatory. Where either Party wishes, the matter will proceed directly to Article 10.6 Step 5 – Binding Arbitration.
- 10.5.5 While the Investigator process is designed to provide non-binding recommendations, the Parties may agree prior to a hearing that they will accept the recommendations as binding.
- 10.5.6 The Parties will advise the Investigator of the nature of the issue, as agreed by the Parties, prior to the hearing.
- 10.5.7 The Investigator will follow any practice or procedure the Parties agree upon.
- 10.5.8 If the Parties do not agree upon a practice or procedure, the Investigator will determine the practice and procedure but will give full opportunity to the Parties to present evidence and make submissions.
- 10.5.9 The Investigator may, at the request of either Party, or if the Investigator wishes, summon and enforce the attendance of witnesses and compel them to give evidence under oath and to produce the documents and things considered necessary for a full consideration of matters before the Investigator.
- 10.5.10 While the Investigator will make every effort to expedite investigation of the difference, the time limits contained in Article 10.5 may be waived by agreement of the Parties or by the Investigator.
- 10.5.11 Once the Investigator process has commenced, it will be completed unless both Parties agree.
- 10.5.12 The Parties will not be represented by lawyers in these proceedings.
- 10.5.13 The recommendation of the Investigator will not be admissible at arbitration.
- 10.5.14 Any written recommendations of the Investigator must be in accordance with the terms of the Agreement.
- 10.5.15 The terms of reference contained in Clauses 10.5.7 through Clause 10.5.15 may be amended by mutual agreement.
- 10.5.16 The Parties will notify each other if they accept or reject the recommendation within 10 working days of receiving it.

10.6 Step 5 – Binding Arbitration

10.6.1 Should the grievance not be advanced to Step 4 or should either Party decline to accept the recommendations of the Investigator, then the matter may be referred to a Single Arbitrator within 25 working days of:

- a) The Step 3 response; or
- b) The refusal of one Party to use Step 4; or
- c) Notice that the Step 4 recommendation was not accepted.

10.6.2 Where a Party has given notice of its desire to submit a grievance to arbitration, the Parties shall agree on a single Arbitrator. Failing agreement by the Parties, the Director of the Collective Agreement Arbitration Bureau, at the request of either Party, shall make the necessary appointment pursuant to the Labour Relations Code.

The Parties will attempt choose an Arbitrator from, but not limited to, the following list of Arbitrators:

Nicholas Glass, Chris Sullivan, John Hall

10.6.3 The decision of the single Arbitrator will be final and binding and will be sent to both Parties as soon as possible following the hearing.

10.6.4 Each Party will pay its own expenses and costs of arbitration and one-half of the expenses and costs of the Arbitrator.

10.7 Arbitration Panel

10.7.1 Either Party may bypass Article 10.6 Step 5 – Arbitration and refer a dispute to an Arbitration Board within 25 working days of:

- a) the Step 3 response; or
- b) the refusal of one Party to use Step 4; or
- c) notice that the Step 4 recommendation was not accepted.

10.7.2 The Arbitration Board will consist of 3 members. One member will be appointed by the Union and one member by the College. The third member will be the Chair and will be appointed by the other 2 members. If the 2 members cannot agree on the Chair within 7 working days, either Party may apply to the Director of the Collective Agreement Arbitration Bureau to make the appointment.

10.7.3 The decision of the Arbitrators, or any 2 of them, will be final and binding and will be sent to both Parties as soon as possible following the hearing.

10.7.4 Each Party will pay its own expenses and costs of the arbitration and of its appointee to the Arbitration Board, and one-half of the expenses and costs of the Chair.

10.8 Alternate Dispute Resolution Methods

10.8.1 Either Party may elect to use the other dispute resolution methods available in the Labour Relations Code, as provided in the Code.

10.8.2 These include:

- Settlement officer (Section 87);
- Expedited arbitration (Section 104);
- Consensual mediation-arbitration (Section 105).

10.9 Grievance Preparation

10.9.1 The grievors and the Shop Steward and Union Representative are entitled to a reasonable period of time in order to prepare for and attend meetings at any Step of the Grievance Procedure without loss of pay.

10.9.2 Scheduling of this time will be arranged with appropriate Supervisors who will take into consideration the needs of the department.

10.9.3 The grievors and Shop Steward will advise their Supervisor prior to leaving their workstation to prepare for and attend grievance meetings.

10.10 Other Matters

10.10.1 Employees who are reinstated by arbitration are entitled to reinstatement without loss of seniority.

10.10.2 Grievances involving dismissal, lengthy suspension, benefits or payroll related matters may be referred directly to Step 3 of the Grievance Procedure, within the time limits set out for Step 2.

10.10.3 When employees grieve failure to be appointed to a posted vacancy, the College will provide the written reasons for the non-promotion at Step 2, if requested.

10.10.4 Non-appointment grievances will start at Step 2 and will be submitted to the Administrator or delegate responsible for filling the vacancies.

- 10.10.5 The Union will provide the College with a list of current Shop Stewards.
- 10.10.6 When employees have initiated grievances, the College will not discuss the subject of the grievances directly with them without the permission of the Union.
- 10.10.7 Article 10.0 does not prevent employees from discussing problems with Supervisors, appropriate Administrators or members of Human Resources.
- 10.10.8 If a College Representative is not available to meet within the time limits, the time limits may be extended or the grievance may be advanced to the next Step.

11.0 POSITION EVALUATION

11.1 The Position Evaluation Plan

- 11.1.1 Position evaluation is governed by the procedures and definitions in the VCC / CUPE Local 15 Gender Neutral Position Evaluation Plan ("the Plan").

11.2 Position Evaluation Requests

- 11.2.1 A request for position evaluation may originate from employees, the Union, or the College.
- 11.2.2 Requests must detail the reasons why a change is necessary and be made in writing to a Human Resources Representative on a position description questionnaire provided for the purpose.
- 11.2.3 Copies of all requests for position review submitted by employees will be provided to the Union.
- 11.2.4 A request for position evaluation may be rejected by either the Union or the College if the position has been reviewed and dealt with during the 2 year period before the date of the request, unless the Union and the College agree or there has been a significant change in the position.
- 11.2.5 If the Parties fail to agree on the status of any request in Clause 11.2.4, the matter may be referred for a decision to the Investigator as provided in Clause 11.5.2.
- 11.2.6 All requests for position evaluation will be dealt with and the employees and the Union will be provided with the review results in writing within 2 months from receipt of the request.
- 11.2.7 The notification will contain all applicable data used in applying the Plan.

11.3 Position Evaluation Terms of Reference

- 11.3.1 Position evaluations will be carried out according to the terms of reference contained in Article 11.3.
- 11.3.2 In evaluating a position, comparison is limited to the factors, degrees and definitions in the Plan.
- 11.3.3 Evaluations will consider whether or not the various factors of the position and its accrued points fall substantially within the classification in which it is located.
- 11.3.4 Evaluations will consider whether or not the duties, responsibilities or other aspects of the position have changed sufficiently to warrant a new or revised classification Specification.
- 11.3.5 Evaluations will consider whether or not the rate of pay recommended for a new or revised classification is proper and bears a realistic and acceptable relationship when compared to other positions of equal value in the College.
- 11.3.6 If the College or the Union find that the factors or factor degrees of the Plan do not recognize or acknowledge the unique characteristics or circumstances of a new or a significantly changed position, the Parties will meet to discuss the creation of an anomaly.
- 11.3.7 In these circumstances an external salary review will be conducted. This extraordinary review will be limited to rates of pay currently valid within Colleges and Institutes in the Lower Mainland, or where no valid comparisons exist, with rates of pay currently valid within the public sector of British Columbia.
- 11.3.8 Requests for the creation of anomalies and the related external salary review may be initiated by the Union or College and are limited to no more than 2% of employees or individual positions within the bargaining unit in any calendar year.
- 11.3.9 If the Parties fail to agree on a rate of pay for the anomalous position, the matter will, within 15 working days, be discussed informally between Human Resources and the National Representative, or their delegates, and an effort made to resolve the matter. This step will not exceed 15 working days.
- 11.3.10 If agreement is not achieved, the matter of rates may be referred, within 30 working days to arbitration Article 11.7 for a final and binding decision.
- 11.3.11 These adjustments will be recognized as special anomalies and would not allow for or become grounds for appeal by either Party for other positions or position classifications.
- 11.3.12 If as a result of a position review, any change is to be made, the change will be effective the first day of the biweekly pay period closest to the date of receipt of the request by Human Resources.

11.3.13 Upon a change to a higher classification, the salary of the employees will be in the same step of the new pay grade as it was on the old one, without change of increment date.

11.4 Step 1 – Re-examination Process

11.4.1 Within 60 calendar days of receiving the results of the position review, the Union may request a re-examination of the review by designated Employee Representatives with the College Representative who has evaluated the position.

11.4.2 The Union will be responsible for arranging a meeting between the designated Employee Representative(s) and the College Representative to re-examine the position review within 60 calendar days of the notice to the College in Clause 11.4.1.

11.4.3 The request will include the areas to be reviewed and the reasons for the re-examination.

11.4.4 Any errors or omissions in the request may be corrected at a later step and will not cause a re-examination to be lost.

11.4.5 Following the re-examination, the College Representative will advise the Human Resources Representative and the Union the results of the re-examination.

11.4.6 This reconsideration and decision process will be completed within 15 working days.

11.5 Step 2

11.5.1 If the Union is dissatisfied with the decision in Clause 11.4.5, the matter may be referred, within 15 working days of the receipt of the decision, to a Human Resources Representative and the National Representative of the Union, or their designates, who will attempt to settle it. This step will not exceed 15 working days.

11.5.2 If the Parties are not able to agree on the rating or the status of a request under Clause 11.2.5, the matter will be referred to non-binding investigation by Karen Clark.

11.5.3 The Investigator's remuneration and expenses will be paid equally by the College and the Union.

11.5.4 The Parties will meet informally with the Investigator to attempt to agree on any unresolved appeals.

11.5.5 If agreement is reached, the applicable factors for the position will be adjusted and the appeal will be resolved.

11.6 Step 3

- 11.6.1 If agreement cannot be reached, a formal hearing will be held by the Investigator according to the terms of Article 10.5 Step 4 – Investigator and Articles 11.4, 11.5 and 11.6.
- 11.6.2 The Parties will provide all relevant information and documentation to the Investigator before the hearing.
- 11.6.3 The Parties will not use legal counsel in an investigation.
- 11.6.4 Participation in the investigation hearing is limited to one Union Representative, one College Representative, the employee, the Supervisor (if necessary or appropriate) and other Union and College observers or advisors.
- 11.6.5 If the Parties accept the recommendations of the Investigator, the applicable factors for the position will be adjusted and the appeal will be resolved.

11.7 Step 4

- 11.7.1 If either Party rejects the recommendation of the Investigator, the matter will be referred to Karen Clark as Arbitrator for a final and binding decision.
- 11.7.2 Each Party will pay one-half the costs of the Arbitration.
- 11.7.3 The Parties will provide the Arbitrator with written submissions on the issues in dispute before the hearing.
- 11.7.4 Either Party will give the other sufficient advance notice if it intends to use legal counsel at the Arbitration.
- 11.7.5 The decision of the Arbitrator may take the form of amendments to the Individual Job Rating Sheet and/or additional or amended Notes to Raters but may not amend the language of factors or factor degrees contained in the Plan.
- 11.7.6 Either Party may, after 10 decisions of the Arbitrator, require the substitution of another Arbitrator.
- 11.7.7 The Union will be responsible for advancing the matter to each following step of the procedure and will do so by notifying the College in writing within the time limits described.
- 11.7.8 If notice is not given, the matter will be considered abandoned and all future appeal under this Agreement will be at an end.
- 11.7.9 The time limits in this Article may be extended by mutual agreement. Extensions must be supported by serious argument and either Party has the right to refuse an extension of time.

11.8 Changes to the Plan

11.8.1 The Union and the College may mutually agree to change any procedures or terms of reference of the Plan.

12.0 WORKING CONDITIONS

12.1 Hours and Days of Work

12.1.1 When possible, the College will schedule the normal days and hours of work as follows:

- a) the usual work week will be 5 consecutive days between Monday and Friday, and
- b) the hours of work will be 7 hours a day which commence later than 6:00 AM and end earlier than 7:00 PM.

12.1.2 All other days and hours of work will be subject to shift premium according to Article 12.5 Shift Work and Shift Premium.

12.1.3 The normal hours of work will be 8 hours a day which commences no earlier than 6:00 am and ends no later than 7:00 pm for employees in the following positions:

- Assistant Building Services Manager
- Building Services Manager
- Facilities Manager
- Receiver (b)
- Stores Clerk (Food Services)

12.1.4 Employees may adjust their starting and quitting times with the recommendation of their supervisor, if approved by a Human Resources Representative. These requests will not be unreasonably denied. Such changes may not incur additional cost.

12.1.5 If employees can prove hardship due to long-term changes to current hours of work, days of work or shift rotations, the Parties will meet to discuss other options. If all other options are unworkable, the College will attempt to accommodate employees needs through transfer or other mutually agreeable means which may include layoff.

12.1.6 Employees who work 6 or more hours in a day will receive an unpaid meal break and 2 paid 15-minute rest breaks.

- 12.1.7 Employees who work 5 hours or more but less than 6 hours in a day will have the option of receiving an unpaid meal break and will receive 1 paid 15 minute rest break.
- 12.1.8 Employees who work from 3 hours to 5 hours in a day will receive one paid 15-minute rest break.
- 12.1.9 Unpaid meal breaks will be not less than 30 minutes and not more than 1 hour.
- 12.1.10 Employees who receive 2 rest breaks will receive one during the work period prior to the meal break and one during the work period after the meal. Employees may not defer their rest breaks in order to shorten their workday except in extenuating circumstances and with the prior approval of their Supervisor.
- 12.1.11 The time when the meal break and rest period are taken will be approved by the Supervisor.
- 12.1.12 The College will not require employees to work split shifts. Part-time employees, who are offered additional hours, may elect to work split shifts but if they work more than the normal full time equivalent daily hours, the Overtime provisions of Article 12.6 Overtime will apply. The College will not make a practice of offering part-time employees additional hours that result in split shifts.
- 12.1.13 Except for an emergency employees will have at least 10 clear hours free from work, excluding overtime hours, between the end of one shift and the beginning of the next shift. Overtime will apply to any hours worked during the 10-hour period.
- 12.1.14 Approval of the Parties is required for any workweek in excess of 35 hours per week with the exception of those currently in existence. Approval will not be unreasonably withheld. In the event that agreement to increase the regular workweek cannot be reached, the matter may be referred to the Grievance Procedure commencing at Step 3.
- 12.1.15 Approval of the Parties is required to reduce the regular workweek for those positions listed in Clause 12.1.3. Neither Party will unreasonably deny approval to reduce the regular workweek.

12.2 Nine Day Fortnight

- 12.2.1 Application of the nine day fortnight system must not produce any additional cost, (i.e. overtime, additional staffing requirements or fringe benefit costs) or noticeable reduction in service from the level of service rendered as at the commencement of the term of this Agreement.
- 12.2.2 Employees will work 7-3/4 hours each regularly scheduled work day in every 2 week period.

- 12.2.3 A year is defined as a calendar year and divided into 26 fortnight periods.
- 12.2.4 Employees are entitled to a maximum of 24 fortnight days off in each year. There will be 2 biweekly periods each year in which no fortnight days off will be scheduled.
- 12.2.5 Employees on the fortnight system for less than 26 biweekly periods in a year will have their fortnight days off prorated. For example, employees on the fortnight system for 22 biweekly periods will receive 20.3 fortnight days off.
- 12.2.6 The biweekly periods in which there are no fortnight days off may normally be scheduled at a time that takes into consideration the needs of the department and the desires of employees. The preferred periods, if other periods have not been agreed to, are the biweekly periods overlapping Christmas and Easter.
- 12.2.7 Scheduled days off, 1 every 2 weeks, will preferably be Monday or Friday, or any other day taking into consideration the commitment of the College, the needs of the department and the desires of the employees.
- 12.2.8 Overtime rates will apply for authorized work performed in excess of 7-3/4 hours per day, excluding time worked when making up time owed by employees.
- 12.2.9 Supervisors will post work schedules for employees.
- 12.2.10 Supervisors are responsible for keeping accurate records of employee overtime and time owed to and by employees.
- 12.2.11 Neither acting capacity nor shift differentials will be paid if the higher level of work performed or hours of work are directly due to the nine day fortnight.
- 12.2.12 Gratuity days are earned as 7 hour days (Article 14.7 Gratuity Plan). If payment of gratuity is made to employees it will be made on the basis of a 7 hour day.
- 12.2.13 If gratuity days are taken as leave, the earned days will be converted to hours and the employees will remain on the nine day fortnight during the period when the gratuity days are taken. This may require employees working for a partial day or making time up.
- 12.2.14 If employees wish to revert to a 7 hour day for the period in which gratuity days are taken then they will work a 7 hour day for the full biweekly period.

- 12.2.15 When employees are receiving Workers' Compensation Board benefits, they will have no entitlement to fortnight days off during the period of absence.
- 12.2.16 Sick Leave will be calculated in hours. Employees on the nine day fortnight will have 7-3/4 hours deducted for each day of illness.
- 12.2.17 Illness on fortnight days off will not entitle employees to claim replacement days off unless a doctor's certificates provided to the College.
- 12.2.18 When employees have been absent due to non-occupational sickness or injury for a complete fortnight period they will revert to their normal workweek for the period of absence and will not accumulate fortnight days off. During this period, Sick Leave will be deducted on the basis of 7 hours per day.
- 12.2.19 Vacation entitlement will be calculated in hours. Employees on the nine day fortnight will be deducted 7-3/4 hours vacation leave for a day of absence. Fortnight days off will be earned during vacation periods. For example, employees taking "2 weeks" vacation would, in fact, be taking 9 days of vacation (69.75 hours) and 1 fortnight day off.
- 12.2.20 Employees not on the nine day fortnight who wish to apply for fortnight should apply to their Supervisor.
- 12.2.21 The Supervisor will make the necessary analysis to determine whether the proposed change in schedule meets the conditions in Clause 12.2.1 and pass the request and analysis to a Human Resources Representative for decision.
- 12.2.22 Should a request be denied, employees may ask that their request be reviewed by a committee as follows:
- a) A committee will be responsible for resolving difficulties which may arise including matters of access to or exclusion from the nine day fortnight schedule.
 - b) Each committee will consist of one administrator, who will act as chair, along with one member representing:
 - participating support staff;
 - the Union;
 - Human Resources.

- c) If problems of a serious nature cannot be resolved by the committee, the matters will be referred to a Human Resources Representative or delegate and the National Representative of the Union for discussion.
 - d) If those Parties cannot resolve the problems within a reasonable period, either the Union or the College may refer the matter to Article 10.0 Grievance Procedure commencing at Step 4 or 5.
- 12.2.23 No employees or positions (e.g. vacant positions) will be removed from the nine day fortnight schedule except through the committee and grievance process outlined in Clause 12.2.22.
- 12.2.24 The nine day fortnight schedule may be temporarily suspended by joint and mutual agreement of the Union and the College Administration from the jurisdiction concerned.
- 12.2.25 Except in extraordinary circumstances, the College will give a minimum of 10 working days notice of suspension.
- 12.2.26 In order to accommodate situations such as emergencies, vacation, illness and peak periods, scheduled fortnight days may be deferred with the approval of a Administrator Deferred days must be rescheduled and used as soon as possible. If these situations are known in advance, fortnight scheduling will be arranged to accommodate them.
- 12.2.27 Staffing needs within a department or area may require suspension of the fortnight schedule for employees required to provide backup services in the absence of other employees if it cannot be accommodated by the provisions of Article 12.4, Flextime.
- 12.2.28 During periods of suspension of the fortnight, the College will require employees to continue working a 7-3/4 hour day for the period of suspension.
- 12.2.29 In order to meet the College's commitments, departmental staffing needs or to meet employees' needs, employees and a department may mutually agree that they will revert to a 7 hour day during the period of suspension.
- 12.2.30 In areas that request suspension for 2 or more biweekly periods, 2 of those periods will be considered the periods in which no days off will be scheduled as provided for in Clause 12.2.4 and Clause 12.2.6.
- 12.2.31 If there is a suspension period greater than 1 month, the affected employees will revert to a 7 hour day.
- 12.2.32 During a period of suspension when employees revert to a 7 hour day, absence for vacation or sickness will be based on 7 hours per day. No credit towards fortnight days off will be earned.

- 12.2.33 Days deferred must be scheduled by mutual agreement within 2 months of the conclusion of the deferral period, taking into consideration the commitment of the College, the needs of the department and the desires of the employees. Agreement will not be unreasonably withheld by either the College or the employees.
- 12.2.34 Deferred days may be carried forward beyond the 2 month period by mutual agreement provided the commitment to the College and the needs of the department can be adequately met.
- 12.2.35 Individual employees may apply, for special reasons, to remain on the established 5 day work schedule. This request will be made to the appropriate administrator and reviewed by the joint Union / Management Committee.
- 12.2.36 Any general conditions covering the nine day fortnight presently in force which are not specifically mentioned in Article 12.2, and are not contrary to its intention, will continue in full force and effect for the duration of this Agreement.

12.3 Experimental Work Schedules

- 12.3.1 Terms and conditions of this Agreement may be varied by mutual agreement between the College and the Union in order to implement work schedules which are modifications of the work schedules in this Agreement.
- 12.3.2 Article 12.3 can accommodate a range of innovative hours of work arrangements, on an individual or group basis.
- 12.3.3 Any experimental work schedules would normally have to satisfy the same general conditions as the nine day fortnight, that is no additional cost, no loss of service, etc. (see Clause 12.2.1).
- 12.3.4 Experimental work schedules should be developed within the department prior to seeking the agreement of the College and the Union and should be administratively simple.

12.4 Flextime

- 12.4.1 The College agrees with the principle of flextime as defined in Clause 12.4.2.
- 12.4.2 Flextime is a work schedule which permits adjustment of the schedule of daily or weekly hours worked, taking into consideration the commitment of the College, the needs of the department and the desires of the employees.
- 12.4.3 Flextime will be scheduled in advance and approved by the College.

- 12.4.4 Flextime schedules will not produce any additional cost for the College (e.g. overtime, additional staffing requirements, fringe benefit increases or non-scheduled shift differential).
- 12.4.5 Flextime schedules will not result in any noticeable reductions in service.
- 12.4.6 Flextime schedules will be within the established hours of operation for the work performed.
- 12.4.7 If difficulties arise, including matters of access to or exclusion from a flextime schedule, the matter will be referred to the Committee and dispute solving process for the nine day fortnight contained in Clause 12.2.22.
- 12.4.8 Flextime schedules may be temporarily suspended by mutual agreement of the Union and the College.

12.5 Shift Work and Shift Premium

- 12.5.1 Except in extraordinary circumstances, the College will give a minimum of 10 working days' notice of a change in shift, unless the change results in employees working hours that entitle them to an overtime wage.
- 12.5.2 All changes of shift will be discussed with employees prior to the giving of notice.
- 12.5.3 If the proposed shift change would result in hardship for the employees concerned, the College will attempt to accommodate their needs through transfer or other mutually agreeable means.
- 12.5.4 Employees who have worked scheduled shifts where all or a portion of the regular hours for that shift fall outside the normal hours of work in Clause 12.1.1, will receive a premium for the total regular hours of the shift as follows:
 - a) if the shift commences at 6:00 AM or earlier or ends at 7:00 PM or later - 5%; or
 - b) if the shift commences at 4:30 AM or earlier or ends at 8:30 PM or later – 6.75%;
or
 - c) if the shift commences at 3:00 AM or earlier or ends at 10:00 PM or later - 9%;
 - d) Employees are not entitled to this premium if they are on vacation, sick or other leaves for their scheduled shift(s).
- 12.5.5 Employees required to work, as part of regular hours, days other than Monday to Friday, will receive a premium of 9% for all regular hours worked on those days.
- 12.5.6 Shift premiums are not paid for overtime hours.
- 12.5.7 See Article 7.1, Seniority, for access to preferred shifts.

12.6 Overtime

- 12.6.1 Except in extraordinary circumstances or to provide required service during peak periods, the College will not make a regular practice of requiring employees to work overtime.
- 12.6.2 General overtime will be offered by seniority to employees in the department who are capable of doing the work.
- 12.6.3 Position specific overtime will be offered first to the employee who holds the position.
- 12.6.4 Employees who work overtime will, at the time of working the overtime, elect whether to be paid for it or receive compensating time off.
- 12.6.5 Subject to Clause 12.6.6, employees who elect to be paid for overtime will receive:
- a) 1 ½ times their regular rates of pay for the first 4 hours of overtime in a normal work week;
 - b) 2 times their regular rates of pay for any additional overtime in a normal work week;
 - c) 2 times their regular rates of pay for all hours worked on scheduled days off with a minimum of 2 hours pay at double time;
 - d) 2 times their regular rates of pay for all hours worked on a General Holiday with a minimum of 2 hours pay at double time, in addition to regular pay. Overtime worked on a General Holiday will not count for the purposes of Clause 12.6.5(a).
- 12.6.6 If employees work overtime on their scheduled days off that requires them to be at the College for more than 1 period in 1 day, they will receive 2 times their regular rates of pay for all hours worked with a minimum of 2 hours pay at double time for each period.
- 12.6.7 Employees who elect to receive compensating time off for overtime will receive time equal to the number of hours pay they would have received according to Clause 12.6.5 and Clause 12.6.6.
- 12.6.8 Compensating time off will be taken at a time mutually agreed upon by the employees and their Supervisors.
- 12.6.9 If employees do not receive all compensating time off by August 31 of the year following the year in which they earned the time off, or prior to leaving the service of the College for any reason, whichever occurs first, they will be paid for the remaining compensating time off.
- 12.6.10 Overtime will only apply to hours in excess of the full-time equivalent daily and weekly hours of each position.

- 12.6.11 All employees will receive overtime on the same basis as full-time permanent employees in the same positions.
- 12.6.12 All overtime worked must be authorized in advance by the Supervisor or delegate except in extenuating circumstances.
- 12.6.13 The College will consider creating additional positions when the Union can demonstrate a constant pattern of overtime justifies it.

12.7 Overtime Meal Period and Allowance

- 12.7.1 When employees work overtime of less than 2 hours beyond their regular full-time shift, an unpaid meal period of up to one half hour may be taken, at their option.
- 12.7.2 The College will pay employees for a one half hour meal period at the prevailing overtime rates and will provide a meal or reimburse employees for reasonable meal expenses incurred up to a maximum of \$8.00 in the following circumstances:
 - a) when the overtime is worked immediately before or immediately following the employees' shifts on a regular day of work and is 2 hours or longer, excluding any meal period;
 - b) when employees work 4 hours overtime at any other time, unless they have been notified on the previous working day of the need to work overtime.
- 12.7.3 When employees miss a paid meal period to which they are entitled, they will be paid at the overtime rate for the missed meal period in addition to all time worked and will be entitled to reimbursement for meal expenses as provided in Clause 12.7.2.

12.8 Minimum Daily Pay and Callout

- 12.8.1 Employees reporting for work at the call of the College will receive their regular wage for all hours worked with a minimum of 4 hours pay for each callout.
- 12.8.2 Clause 12.8.1 will not apply if employees are unfit to perform their duties or have failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.
- 12.8.3 In the event work is suspended or the College closes because of inclement weather or other reason completely beyond the control of the College, employees scheduled to work by their Supervisors will receive pay for their regularly scheduled hours for that day.
- 12.8.4 Student Aides reporting for work at the call of the College on a day when they have scheduled instructional activity will receive a minimum of 2 hours pay for each callout.

12.8.5 VCC students that are Peer Helpers reporting to work at the call of the College on a day that they have scheduled instructional activity will receive a minimum of 1 hour pay for each callout. On a day without instructional activity they will receive a minimum of 2 hours pay for each callout.

12.9 Uniforms, Gloves, Aprons and Boots

12.9.1 Uniforms, gloves, and aprons will be provided by the College for all employees authorized to wear them.

12.9.2 Boots will be provided to all probationary employees and all other employees who attain 850 hours of service in a department requiring safety boots. Boots are not subject to clause 12.9.4.

12.9.3 The College will supply, launder and repair these items without added cost to employees.

12.9.4 These items are the property of the College and on terminating their services with the College, employees will return them.

12.9.5 If they are not returned by the date of termination of employment, the value of the items will be deducted from employees' final pay.

12.10 Workload

12.10.1 The College is committed to providing employees with a humane and supportive workplace. The College, in that spirit, will deal with issues surrounding workloads.

12.10.2 Except in extraordinary circumstances, employees' normal workloads will not be significantly increased as a result of vacant positions or the absence of other employees due to illness, vacation or leaves of absence, or an increase in student enrolment.

12.10.3 When employees are absent from work, other employees may be required to carry out some of their duties. If this happens, priorities will be established to accommodate the work to be performed and the employees' regular work will be rescheduled.

12.10.4 Any employee or group of employees who have a concern about workload may consult with their Supervisor or appropriate Administrator to review priorities and explore other strategies to resolve the workload problem.

12.10.5 If employees request a meeting with their Supervisor, they may ask a Shop Steward or Union Representative to be present. The Shop Steward and employees may have reasonable time off to prepare for and attend these meetings without loss of pay.

12.10.6 If the concern is not resolved, the employees may refer the issues to a standing committee, consisting of two College Representatives and two Union Representatives, which will function as a dispute resolution committee on increased workload issues, or to a Human Resources Representative. Unresolved disputes are subject to the grievance process.

12.10.7 Article 12.10 is not intended to replace Article 13.4 Acting in Senior Capacity.

12.11 Transportation

12.11.1 When requested, the College will reimburse employees who must work authorized overtime after 10:00 PM for the cost of taxi transportation home.

12.12 Use of Vehicles

12.12.1 Employees who use their own vehicles for College business may recover all expenses through a mileage rate as determined by College policy subject to review every April 1st. The minimum mileage rate will be \$0.50 per kilometer as of May 1, 2006.

12.12.2 Employees may also recover expenses for parking while on College business at a location away from their regular place of work.

12.12.3 Employees who use their own vehicles in the regular performance of their duties will be reimbursed by the College for the difference in the cost of insurance between "business" and "to and from work" categories as defined by ICBC.

12.12.4 Employees at the Downtown Campus who are not part of the VCC parking pool arrangement and who are required to use their personal vehicles in the performance of their duties will be reimbursed for their cost of private parking in excess of the VCC parking pool cost to a maximum of \$40.00 per month upon submission of receipts.

12.13 Contacting Employees on Leave

The College will not make a practice of contacting employees who are on prescheduled leave.

12.14 Recovery of Overpayments

12.14.1 It is the intention of the College to recover overpaid wages occurring due to clerical error using the procedure contained in Article 12.14.

- 12.14.2 When an obvious overpayment has occurred, the College may correct it within 1 month of its occurrence, without need for consultation with the affected employees or the Union.
- 12.14.3 If an overpayment occurred which was not corrected within 1 month of its occurrence, the College will notify the affected employees and the Union in writing, specifying:
- a) the amount of overpayment claimed;
 - b) a general description of the situation which gave rise to the claimed overpayment;
 - c) a detailed calculation of the claimed overpayment;
 - d) the intended schedule of recovery;
 - e) the employees' right to consult with the Union regarding this matter.
- 12.14.4 If the employees or the Union dispute either the intended recovery or the calculation provided, the matter will be discussed informally with a Human Resources Representative and an effort made to reconcile the calculation and to accommodate the employees regarding the schedule of recovery. If alternate arrangements are agreed, they will be confirmed in writing to all concerned.
- 12.14.5 If agreement cannot be reached informally, the matter will be dealt with through Article 10 Grievance Procedure commencing at Step 3. Recovery will not proceed until the Grievance is resolved.
- 12.14.6 If the employees leave the employment of the College before recovery is accomplished, complete recovery will form part of the normal end-of-employment reconciliation practices.
- 12.14.7 The College may only recover overpayments within 1 year of their occurrence.
- 12.14.8 If employees notify a Human Resources Representative in writing with a copy to the Union that they believe they have been overpaid and the College takes no action to recover the overpayment within 4 weeks of the written notification, it cannot attempt to do so later.
- 12.14.9 Article 12.14 does not apply to normal reconciliation at the end of employment for vacation, gratuity leave and other entitlements where reconciliation is clearly specified in the Agreement, or to garnishees or other court-ordered claims initiated by a third Party.

12.15 Recovery of Underpayments

- 12.15.1 Subject to Clause 12.15.8, employees who believe they have been underpaid may recover the underpayment according to the terms of this Article 12.15.
- 12.15.2 Employees who believe they have been underpaid will notify Human Resources and the Union in writing.
- 12.15.3 The College will investigate the complaint and reply in writing to the employee and the Union within 4 weeks.
- 12.15.4 If an underpayment is discovered, it will be repaid within 4 weeks.
- 12.15.5 If the College claims there was no underpayment and the employees or the Union dispute this, the matter will be discussed informally with a Human Resources Representative.
- 12.15.6 If agreement cannot be reached informally, the matter will be dealt with through Article 10 Grievance Procedure commencing at Step 3.
- 12.15.7 Employees may only recover underpayments within 1 year of their occurrence.
- 12.15.8 Employees may choose to recover underpayments through Article 10 Grievance Procedure rather than through the procedure contained in Article 12.15.

12.16 Permanent Part-Time Employees Preference for Hours

- 12.16.1 Permanent part-time employees will have preference (right of first refusal) over temporary and casual employees for additional work in their area provided they possess the ability to perform the work available.
- 12.16.2 Any additional hours, beyond their normal schedule, will not be considered as overtime provided an employee's total daily and weekly hours are within the full-time maximums for their classification.

12.17 Scheduling of Additional Work for Food Services Employees

- 12.17.1 The scheduling of available food service work must take into consideration the needs of the department, the commitment of the College and the desires of the employees.
- 12.17.2 Available casual food service work falls into one of two general categories:
 - a) Scheduled work is blocks of casual work known in advance due to illness, scheduling of holidays, etc. which can be posted no later than the Thursday prior to the week in which the work is scheduled.
 - b) Unscheduled work is all other work, incapable of advance scheduling.

- 12.17.3 Scheduled work will be assigned as follows:
- a) Scheduled work will first be made available to qualified permanent part-time food service employees in order of seniority
 - b) Any remaining scheduled work will be made available to qualified temporary and casual food service employees on the basis of longest service with the College.
- 12.17.4 Available unscheduled work will be assigned to qualified and trained employees as follows:
- a) Unscheduled work will first be made available to qualified permanent part-time Food Services employees in order of seniority, provided this does not conflict with their regular schedules.
 - b) Any remaining unscheduled work will be made available to qualified temporary and casual food service employees on the basis of longest service with the College, provided this does not conflict with their regular schedules.
 - c) Food Services employees may request training for other positions at the same pay grade within the department. The College will not unreasonably deny such training and will provide it when operationally feasible.
 - d) In order to maintain a sufficient pool of employees, the College will assign to the available temporary or casual food service employees with the longest service at least 20 hours of work before assigning work to the available temporary or casual employees with the next longest service.
- 12.17.5 All unscheduled work will be made available to temporary and casual food service employees on the basis of longest service with the College provided:
- a) Employees are qualified to perform the work;
 - b) Employees are available and can be contacted in advance of the commencement of the work;
 - c) The scheduling of this work will not result in departmental overtime being incurred.
- 12.17.6 Employees must keep the College informed about limitations on their availability. A casual Food Services employee who has been unavailable for work for a period of 3 months will be dropped from the casual call list.
- 12.17.7 Article 12.17 is not intended to replace Article 3.0, Filling Vacancies, or Article 13.4, Acting in Senior Capacity.

12.18 Scheduling of Work for Casual Receivers

- 12.18.1 The scheduling of available casual receiving work must take into consideration in the scheduling the needs of the department, the commitment of the College and the desires of the employees.
- 12.18.2 Scheduled blocks of work and unscheduled work will be assigned to qualified casual employees on the basis of longest service with the College provided:
- a) Employees are qualified to perform the work;
 - b) Employees are available and can be contacted in advance of the commencement of the work;
 - c) The scheduling of this work will not result in departmental overtime being incurred.
- 12.18.3 Employees must keep the College informed about limitations on their availability.
- 12.18.4 Article 12.18 is not intended to replace Article 3.0, Filling Vacancies, or Article 13.4, Acting in Senior Capacity.

12.19 Scheduling of Work for Casual Library Circulation Staff

- 12.19.1 Scheduling of available casual Library Circulation work must take into consideration the needs of the department, the commitment of the College and the desires of the employees.
- 12.19.2 Scheduled blocks of work and unscheduled work will be assigned to qualified casual employees on the basis of longest service with the College provided:
- a) Employees are qualified to perform the work;
 - b) Employees are available and can be contacted in advance of the commencement of the work;
 - c) The scheduling of the work will not result in departmental overtime being incurred.
- 12.19.3 Employees must keep the College informed about limitations on their availability. A casual Library Circulation employee who has been unavailable for work for a period of **3** months will be dropped from the casual call list.
- 12.19.4 Article 12.19 is not intended to replace Article 3.0 Filling Vacancies, or Article 13.4 Acting in Senior Capacity.

13.0 WAGES AND PREMIUMS

13.1 Salary Schedule

- 13.1.1 The salary schedule in Schedule A will apply during the term of this Agreement.
- 13.1.2 Any increases to rates in Schedule A which occur due to the Position Evaluation process, Article 11.0, will become effective immediately, without prejudice to the Union's right to appeal the rates.
- 13.1.3 If the College creates new classifications, it will discuss the rate with the Union.
- 13.1.4 In the event the College and the Union cannot agree, the matter of the rate will be referred to a single Arbitrator provided in Article 11.0 Position Evaluation.
- 13.1.5 Pending resolution of disputes concerning new classifications, a Human Resources Representative will establish a rate of pay.
- 13.1.6 In cases referred to in Clause 13.1.5, the job posting will contain the note "Salary Under Review" and any salary adjustment will be effective the date of appointment.
- 13.1.7 The salary schedule is based on a 35 hour week with hours of work commencing later than 6:00 AM and ending earlier than 7:00 PM.
- 13.1.8 Employees who regularly work 40 hours will receive 4 pay grades above the salary shown in Schedule A.

13.2 In-Hiring Rates of Pay

- 13.2.1 The in-hiring rates of pay upon original employment may, at the sole discretion of the College, be any Step in the salary schedule for the classification up to and including Step 3.
- 13.2.1 Article 13.2 does not apply to former employees of the College who are rehired within 15 months of termination of service (see Article 22.2 Reappointment).

13.3 Increments

- 13.3.1 Increments will be granted on an annual basis to maximum.
- 13.3.2 For increment purposes, the anniversary dates of permanent employees, including term employees, will be the first day of the biweekly pay period within which their dates of appointment fall. Future increment increases will occur on the first day of the biweekly pay period in which the incremental anniversary dates fall.

- 13.3.3 Temporary and casual employees will receive increment increases effective the first day of the biweekly pay period within which they complete each year of service or 1,700 hours of service, whichever is longer.
- 13.3.4 Increments will be unaffected where an absence without pay is 1 month or less.
- 13.3.5 If an absence without pay exceeds 1 month, the incremental anniversary date will be delayed by 2 weeks for every 2 week period of absence exceeding 1 month, except as provided in other clauses of this Agreement.

13.4 Acting in Senior Capacity

- 13.4.1 When employees are authorized in writing by their Supervisor or delegate to temporarily replace other employees in a higher paid position or take on higher levels of responsibilities for one half day or more, they will receive the greater of:
- a) the rate of pay that is equal to 2 steps higher than the rate they were at in their previous positions provided that this rate is not higher than the maximum rate for the acting positions; or
 - b) the minimum of the new scale.
- 13.4.2 When employees are required to replace incumbents of higher paid positions outside the bargaining unit, they will receive the greater of:
- a) a rate of pay that is 15% higher than the rate they were at in their previous positions, provided that this rate is not higher than the maximum rate for the acting positions; or
 - b) the minimum rate for the positions.
- 13.4.3 When acting in positions outside the bargaining unit employees will continue to be subject to all of the provisions of the Agreement.
- 13.4.4 Acting capacity is intended to cover periods up to 30 consecutive working days.
- 13.4.5 If acting capacity is for a period longer than 30 consecutive working days, the position will be posted and will be filled as provided in Article 3.2, Filling Vacancies, and the work will only be available to the employees in the area in which it is offered.
- 13.4.6 Seniority will be applied in determining preference for acting in senior capacity.
- 13.4.7 Supervisors will advise all the employees in their departments in writing, by email if available, of the employee who has been authorized to act in a senior capacity during their absence.

- 13.4.8 Employees acting in a senior capacity will be appraised during the period of appointment taking into account:
- a) quality of work;
 - b) conduct;
 - c) capacity to work harmoniously with others;
 - d) ability to meet work performance standards set by the College.
- 13.4.9 Performance appraisals for employees acting in a senior capacity will not be used for disciplinary purposes.

13.5 Second Language and Sign Language Premium

- 13.5.1 When fluency in a second language or Sign Language is a specified requirement for particular positions in addition to the basic functions, employees will receive a premium of 5% of their normal rate of pay.
- 13.5.2 A second language or Sign Language is understood to be required where:
- a) it is a posted requirement for new or vacant positions; or
 - b) it is applied to particular positions or employees by the College with the agreement of the Union.
- 13.5.3 The premium will not apply when the second language or Sign Language requirement represents the primary responsibilities of positions and is identified and compensated.
- 13.5.4 When fluency in a second language or Sign Language is not a specified requirement for particular positions, Supervisors may request employees to use their second or sign language to facilitate communications with students or the public. Employees who agree to use their second language or Sign Language will receive a premium of 5% of their normal rate of pay for each day they agree to use their language.

13.6 Bank Deposit

- 13.6.1 The College will pay all employees by direct deposit to employees' bank accounts.
- 13.6.2 The College will indemnify employees for any charges resulting from pay not being deposited in employees' bank accounts on pay day.
- 13.6.3 Upon request, the College will immediately issue manual cheques to employees if their pay is not deposited in their bank accounts on pay day.

14.0 EMPLOYEE BENEFITS

14.1 Annual Vacation

- 14.1.1 Annual vacation is granted for service during the calendar year from January 1 to December 31 and is to be taken in the year in which it is earned unless otherwise provided in Article 14.1 or mutually agreed upon.
- 14.1.2 Scheduling of vacation will take into consideration the commitment of the College, the needs of the department and the desires of the employees as follows:
- a) For the time period April 1 to March 31, vacation in a department or area will be scheduled by seniority if employees have submitted vacation requests prior to April 1 of that period. Requests submitted after March 31 will be granted on a first come, first served basis.
 - b) Employees have the right to schedule their entire annual vacation in one block if they choose and if it can be reasonably accommodated.
 - c) Employees who accept appointment to a posted vacancy who have vacation scheduled will be allowed to take their vacation if possible. If it is not possible, the College will make every reasonable effort to accommodate alternate vacation requests.
- 14.1.3 Approval of all vacation schedules is the responsibility of the Supervisor and will not be unreasonably denied.
- 14.1.4 Employees may reschedule approved vacations subject to the provisions of Clause 14.1.2.
- 14.1.5 Once vacation schedules have been approved, the College must receive the agreement of employees involved to change the schedules, except in the case of emergencies. In these cases, the College will make every reasonable attempt to provide the required service by alternative means.
- 14.1.6 Once employees have commenced vacation, the College must receive the agreement of employees if the College wishes them to return early.
- 14.1.7 If employees agree to a College request to reschedule vacations or the College makes an emergency change, the College will make every reasonable attempt to allow the employees to reschedule their vacation to a time of their choosing.
- 14.1.8 The College will reimburse employees for any actual expenses resulting from the rescheduling or emergency cancellation provided the expenses are disclosed at the time employees are requested to reschedule.

14.1.9 Annual vacation entitlement of employees, if the required service can be completed within the calendar year, is as follows, except as otherwise provided in this Agreement:

- less than 1 year service - 84 working hours, prorated;
- 1 to 5 years' service - 119 working hours;
- 6 to 10 years' service - 154 working hours;
- 11 to 15 years' service - 189 working hours;
- 16 years to 19 years' service - 196 working hours;
- 20 or more years' service - 224 working hours.

A table explaining vacation entitlement is enclosed as Schedule D.

14.1.10 Employees with 5 or less years' service may carryover up to 35 working hours of vacation each year to a maximum carryover of 140 hours.

14.1.11 Employees with 6 or more years' service may carryover up to 70 working hours of vacation each year to a maximum carryover of 140 hours.

14.1.12 In extraordinary circumstances, employees may carryover more than 140 working hours of vacation entitlement with the approval of the appropriate Administrator. This approval will not be unreasonably denied. Vacation carryover in excess of 140 working hours must be used by the end of the following calendar year.

14.1.13 If employees attempt to schedule any vacation, including carryover, and their requests are not approved by the College, the vacation may be carried over beyond the carryover limits in Clause 14.1.10, Clause 14.1.11 and Clause 14.1.12.

14.1.14 The vacation entitlements in Article 14.1 are based on 1 day equaling 7 hours.

14.1.15 Employees who regularly work a 40-hour week will have their entitlements and carryover increased proportionately. For example, for these employees 84 hours will equal 96 hours, 119 hours will equal 136 hours, etc.

14.1.16 Vacation entitlement for part-time employees will be pro-rated based on the percentage of regular full-time hours they work.

14.1.17 Term employees will be compensated for vacation as described in Clause 2.4.6.

14.1.18 Temporary employees will be compensated for vacation as described in Clause 2.5.9 and Clause 2.5.10.

- 14.1.19 Casual employees will be compensated for vacation as described in Clause 2.6.5.
- 14.1.20 When employees use vacation, the number of working hours absent will be subtracted from the vacation entitlement. For example, employees working a 35-hour week will have 7 hours subtracted for each day of vacation, employees working a nine day fortnight will have 7-¾ hours subtracted, and employees working a 40 hour week will have 8 hours subtracted.
- 14.1.21 Employees who commence employment from the 1st to the 15th of the month will receive full vacation credit for that month.
- 14.1.22 Employees who commence employment from the 16th to the end of the month will not receive any vacation credit for that month.
- 14.1.23 Employees who terminate employment from the 1st to the 15th of the month will not receive any vacation credit for that month.
- 14.1.24 Employees who terminate employment from the 16th to the end of the month will receive full vacation credit for that month.
- 14.1.25 Employees who are on leave of absence without pay for any reason in a calendar month will receive full vacation credit for that month if the leave is up to 15 calendar days and will receive no vacation credit for that month if the leave is 15 calendar days or more, except as provided in other Clauses of this Agreement.

14.2 General Holidays

- 14.2.1 Employees will receive their regular pay for the following holidays, subject to other provisions of this Agreement:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- BC Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

and any other day declared a holiday by Federal or Provincial legislation.

- 14.2.2 When a General Holiday occurs on a Saturday or Sunday, the following Monday and/or Tuesday will be considered to be the holiday.

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14.2.3 When Christmas Day or Boxing Day fall on a Saturday and Sunday respectively, the preceding Friday and the following Monday will be considered to be the holidays.

14.2.4 For the term of this Agreement, the General Holidays from the date of ratification will be observed on the following dates:

Statutory Holiday	2010 - 2011	2011 - 2012	2012-2013	2013-2014
Thanksgiving Day	Monday, October 11	Monday, October 10	Monday, October 8	Monday, October 14
Remembrance Day	Thursday, November 11	Friday, November 11	Monday, November 12	Monday, November 11
Christmas Day	Wednesday, December 22 (in lieu of December 25)	Friday, December 23 (in lieu of December 25)	Tuesday, December 25	Wednesday, December 25
Boxing Day	Thursday, December 23 (in lieu of December 26)	Monday, December 26	Wednesday, December 26	Thursday, December 26
New Years Day	Monday, January 3, 2011 (in lieu of January 1)	Monday, January 2, 2012 (in lieu of January 1)	Tuesday, January 1, 2013	Wednesday, January 1, 2014
Family Day			Monday, February 11	Monday, February 10
Good Friday	Friday, April 22	Friday, April 6	Friday, April 6	Friday, March 29
Easter Monday	Monday, April 25	Monday, April 9	Monday, April 5	Monday, April 25
Victoria Day	Monday, May 23	Monday, May 13	Monday, May 21	Monday, May 20
Canada Day	Friday, July 1	Monday, July 2	Monday, July 2	Monday, July 1
B.C. Day	Monday, August 1	Monday, August 6	Monday, August 6	Monday, August 5
Labour Day	Monday, September 5	Monday, September 3	Monday, September 3	Monday, September 2

14.2.5 Temporary employees qualify for General Holidays which fall within their terms of appointment.

14.2.6 Casual employees will receive 4.6% of basic earnings in lieu of General Holidays and the Christmas Break (see Article 14.3).

14.2.7 Employees authorized to work on General Holidays will receive pay pursuant to Clause 12.6.5.

14.3 Christmas Break

- 14.3.1 All working days between Christmas and New Year's Day, exclusive of General Holidays, will be considered as days of leave with full pay.
- 14.3.2 The last working day prior to Christmas will be considered a day of leave with pay.
- 14.3.3 For the term of this Agreement, the Christmas Break from the date of ratification will be observed on the following dates:
- Wednesday, December 22, 2010 to Monday, January 3, 2011, inclusive;
 - Friday, December 23, 2011 to Monday, January 2, 2012, inclusive;
 - Monday, December 24, 2012 to Tuesday, January 1, 2013, inclusive;
 - Tuesday, December 24, 2013 to Wednesday, January 1, 2014, inclusive.
- 14.3.4 Temporary employees qualify for the Christmas Break if it falls within their term of appointment.
- 14.3.5 Casual employees will receive 4.6% of basic earnings in lieu of General Holidays (see Article 14.2) and the Christmas Break.
- 14.3.6 If employees are required to work to provide continued operation of the College during the Christmas Break, the College will designate the necessary employees at least 1 month in advance of the start of the Christmas break.
- 14.3.7 Employees required to work during the Christmas Break will receive an equivalent number of hours off with pay in the following calendar year. This time off will be taken at a time mutually agreed upon by the employees and their Supervisor.
- 14.3.8 Employees required to work during the Christmas break will be covered by the meal allowance provisions of Article 12.7 (Overtime Meal Period and Allowance) for each meal period.

14.4 Sick Leave

- 14.4.1 Temporary and casual employees who have elected benefit coverage and permanent employees are eligible for Sick Leave benefits contained in Article 14.4.
- 14.4.2 Prior to completing 6 months service, probationary employees may be advanced up to 70 hours of Sick Leave. If they cease employment before completing 6 months' service, the advance will be deducted from their final pay cheques.

- 14.4.3 Upon achieving permanent status, employees who are not already on benefits will receive 70 hours of Sick Leave credits, less any sick time used.
- 14.4.4 Eligible employees will receive 11.67 hours Sick Leave credit for each month of service or portion of a month greater than one half.
- 14.4.5 Employees who are on leave of absence without pay will accumulate full Sick Leave credits if the leave is for less than 15 calendar days in a calendar month.
- 14.4.6 Employees who are on leave of absence without pay will accumulate no Sick Leave credits if the leave is for 15 calendar days or more in a calendar month.
- 14.4.7 When employees are not on duty, they will accumulate Sick Leave credits only if the absence is with pay, except as provided in other clauses of this Agreement.
- 14.4.8 The maximum accumulation of Sick Leave Credits is 1827 hours.
- 14.4.9 Part-time employees will accumulate Sick Leave credits pro-rated based on the percentage of regular full-time hours they work.
- 14.4.10 Employees who regularly work a 40-hour week will receive 80 hours of Sick Leave credits after the completion of 6 months' service and 13.33 hours for each additional month, or portion of a month greater than one half. Their maximum accumulation is 2088 hours.
- 14.4.11 When employees are absent because of illness, no deduction from pay will be made until the expiry of accumulated Sick Leave credits, subject to Clause 14.4.2.
- 14.4.12 All hours absent due to illness will be deducted from employees' accumulated Sick Leave credits. Occasional absences of less than 2 hours due to illness will not be deducted from Sick Leave credits.
- 14.4.13 In cases of proven illness during vacation periods, employees are entitled to apply for Sick Leave and reschedule their vacation if they provide the College with a medical note from a qualified medical practitioner, or recognized equivalent licensed to practice.
- 14.4.14 Employees will be advised of any claim against Sick Leave at the time of deduction.
- 14.4.15 Employees absent because of illness may be required, upon being given advance notice, to produce a certificate from a qualified medical practitioner, or recognized equivalent licensed to practice, certifying that they are unable to carry out their duties due to illness.

- 14.4.16 Medical notes may normally be requested only after 5 consecutive days of absence or where:
- a) it appears the employee has developed a pattern of constant or frequent absences from work, or;
 - b) the employee has had 10 work days of uncertified absence due to illness in a 12 month period then a Human Resources Representative may request a medical note from the employee.
- 14.4.17 Employees absent due to illness or injury must advise their Supervisor or delegate of their absence as soon as possible and, if possible, before the start of their scheduled shift. They must also provide the best estimate possible of the expected date of their return to work.
- 14.4.18 If employees are absent due to illness for 10 consecutive working days or more they may be required to provide a medical note to the College from a qualified medical practitioner, or recognized equivalent licensed to practice, indicating a prognosis for a return to duty.
- 14.4.19 If employees are absent due to illness for more than 1 month, they may be required to provide a medical note confirming their fitness to resume their normal duties from a qualified medical practitioner, or recognized equivalent licensed to practice.
- 14.4.20 In keeping with the provisions of the disability contracts with the insuring company, any amount of Sick Leave benefits paid according to this Article which are later recovered under a motor vehicle insurance contract will be repaid directly to the College by the motor vehicle insurance company or the employee. The College will credit employees with the corresponding amount of Sick Leave.
- 14.4.21 When the College requires a medical note as provided for in Clause 14.4.18 or Clause 14.4.19, the cost of the note will be reimbursed by the College.
- 14.4.22 Sick Leave will be used for legitimate illness. If the College has reason to believe that Sick Leave is being improperly used, an excluded Human Resources Representative may discuss the concerns with the Union Staff Representative. If the discussions do not resolve the concern, the Parties will meet to identify and mutually agree upon a way to resolve the concern.
- 14.4.23** Salary for time lost due to compulsory quarantine will be paid to permanent employees when certified by the Provincial Medical Officer and is not chargeable against sick leave.

14.5 Medical and Dental Appointments

- 14.5.1 Employees will attempt to schedule medical and dental appointments outside of normal working hours. If this is not possible, they are entitled to up to a maximum of 8 hours leave with pay per year for medical and dental appointments for themselves or their children.
- 14.5.2 Except as provided in Clause 14.4.25, any medical or dental appointments in excess of the 8 hours allowed in Clause 14.4.23 will be changed against accumulated Sick Leave credits or, if the employees choose, against any accumulated time off.
- 14.4.3 Upon submission of proof that an employee's medical or dental appointments cannot be scheduled outside of normal working hours, the maximum of 8 hours in Clause 14.4.23 will not apply to employees who:
- a) are pregnant and their doctors require them to attend medical appointments more often;
 - b) have been diagnosed with a serious illness that requires them to attend more often to a medical practitioner for medical appointments, exclusive of treatment, testing, or full-day appointments;
 - c) are undergoing dental work which has been approved in advance by a dental insurance company and which requires them to attend dental appointments more often.

14.6 Workers' Compensation Benefits

- 14.6.1 If employees are entitled to Workers' Compensation Benefits, the benefits will be paid directly to the College.
- 14.6.2 The College will pay the difference between employees' full salaries and the amount of the Workers' Compensation Benefits.

14.7 Gratuity Plan

- 14.7.1 Temporary and casual employees who have elected benefit coverage and permanent employees are eligible to participate in the Gratuity Plan described in Article 14.7.
- 14.7.2 Gratuity credits are based on the calendar year which is divided into quarters:
- January 1 to March 31;
 - April 1 to June 30;
 - July 1 to September 30;
 - October 1 to December 31.

- 14.7.3 Employees earn 7 hours of gratuity credit for each quarter in Clause 14.7.2.
- 14.7.4 The Gratuity credit referred to in Clause 14.7.3 is reduced by an hour for every hour that employees are absent due to illness.
- 14.7.5 Accumulated Gratuity credits will not be reduced due to illness in any future quarter.
- 14.7.6 Employees may accumulate a maximum of 840 hours of Gratuity credits.
- 14.7.7 Employees who regularly work a 40-hour week accumulate 8 hours of Gratuity credit for each quarter referred to in Clause 14.7.2 and their maximum accumulation is 960 hours.
- 14.7.8 Gratuity credits will be prorated for part-time employees.
- 14.7.9 Illness in Article 14.7 means non-occupational sickness and injury.
- 14.7.10 Employees will be paid for accumulated Gratuity credits as follows:
- a) upon retirement on or after reaching the minimum retirement age; or
 - b) upon retirement with a permanent disability; or
 - c) upon termination of employment; or
 - d) upon receipt of benefits under the Long-Term Disability Plan; or
 - e) upon request after the completion of 1 year of service, effective October 1, 1995; or
 - f) in the event of the death of employees, after the completion of 1 or more years of service, to their designated beneficiary or estate.
- 14.7.11 Employees may use their accumulated Gratuity credits as paid leave, subject to the following:
- a) The minimum leave is 1 hour and the maximum 140 hours, pro-rated for employees who regularly work a 40-hour week.
 - b) Leaves are subject to the approval of the Supervisor and will be taken during a period that will not affect the efficient operation of the department.
 - c) Without limiting the right to apply for leave as provided above, up to 70 hours Gratuity Leave may be taken in connection with the beginning of Maternity, Parental or Adoption Leave provided the Gratuity leave is requested when applying for the leave.

14.8 Municipal Pension Plan

- 14.8.1 Except as provided in other Articles of this Agreement, temporary employees after completion of 1 year of continuous full-time service and permanent employees will contribute to the Municipal Pension Plan.
- 14.8.2 Part-time temporary employees and casual employees may elect to contribute if they have completed 2 years of continuous employment and have earnings of not less than 35% of the Year's Maximum Pensionable Earnings of the Canada Pension Plan in each of 2 consecutive calendar years.
- 14.8.3 Employees who are plan members and whose employment status is changed must continue to contribute to the plan.
- 14.8.4 The College contribution will be paid only when employees are in receipt of pay, except as provided in other clauses of this Agreement.
- 14.8.5 Details are given in a Municipal Pension Plan booklet which may be obtained from Human Resources or on the Pension Website at www.pensionsbc.ca.
- 14.8.6 If the Municipal Pension Plan is amended and provides for different pension coverage than that contained in Article 14.8, the provisions of the Plan will apply.

14.9 Deferred Savings

- 14.9.1 The College will contribute an amount equal to 2% of the salaries of temporary and casual employees who have elected benefit coverage and permanent employees to a deferred savings plan.
- 14.9.2 The employees will contribute an amount equal to 1-1/2% of their salaries.
- 14.9.3 The contributions are deposited in a trust fund for the benefit of the employees, and can be withdrawn by employees in accordance with the contract covering the trust fund with the trust company.
- 14.9.4 If accepted by the trust company, employees may arrange withdrawals directly.
- 14.9.5 The College will deposit the contributions biweekly within 5 working days of the actual payday. Unintentional failure to comply with this will not result in a claim for lost interest.

14.10 Medical Services Plan

- 14.10.1 The College will contribute 100% of the premium of the basic coverage through the Medical Services Plan of British Columbia for temporary and casual employees who have elected benefit coverage and permanent employees.

14.11 Extended Health Benefits Plan

- 14.11.1 The College will contribute 100% of the premium for Extended Health Benefit coverage according to the terms of the contract with the insuring company for those temporary and casual employees who have elected benefit coverage and permanent employees who elect to participate.
- 14.11.2 Benefits are payable at the rate of 95% of in-province eligible expenses in excess of the deductible and 100% of emergency out of province eligible expenses in excess of the deductible. The deductible is \$25.00 per year.
- 14.11.3 The Extended Health Benefit Plan will include, among other benefits:
- a) Optical care insurance to a maximum of \$300.00 payable every 2 years, according to the terms of the contract with the insuring company;
 - b) Coverage for orthotics to a maximum of \$200.00 payable each year;
 - c) Registered clinical psychologist coverage to a maximum of \$600.00 payable each year;
 - d) Hearing aid coverage to a lifetime maximum payable of \$600.00 every 5 years;
 - e) Total lifetime coverage will be unlimited;
 - f) Medical Travel Referral benefit will be improved by increasing the per diem benefit for service and supplies not covered by the Medical Services Plan of B.C. to \$125 per day for up to 50 days;
 - g) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.

14.12 Dental Plan

- 14.12.1 The College will provide a dental plan for all temporary and casual employees who have elected benefit coverage and all permanent employees according to the terms of the contract with the insuring company on the following general basis:
- a) Basic Dental Services (Plan A), paying for 100% of the approved schedule of fees. Cleaning of the teeth (prophylaxis and scaling) will be every 6 months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the plan;
 - b) Prosthetics, Crowns and Bridges (Plan B), paying for 50% of the approved schedule of fees.
 - c) Orthodontics (Plan C) paying for 60% of the approved schedule of fees up to a lifetime maximum of \$6000 for each person insured.

14.12.2 The College will contribute 100% of the monthly premium.

14.12.3 Subject to the terms of the contract with the insuring company, eligible employees who do not participate in this dental plan because they have other dental coverage (e.g. spouse's plan), will upon written application be entitled to participate in this dental plan when their other coverage ceases.

14.13 Employment Insurance

14.13.1 Employees will be covered for Employment Insurance according to the Employment Insurance Act and associated regulations.

14.13.2 The employees' share of the Employment Insurance premium rebate will be used to subsidize the premium costs of Short-Term Disability, Article 14.16.

14.14 Group Life Insurance

14.14.1 All temporary and casual employees who have elected benefit coverage and permanent employees will participate in the Group Life Insurance Plan.

14.14.2 Employees will receive insurance coverage according to the terms of the contract with the insuring company on the following general basis: 3 X annual salary.

14.14.3 All coverage amounts are calculated to the next higher \$1,000.

14.14.4 The College will contribute 100% of the monthly premium.

14.14.5 Employees who retire at age 55 or over and who receive a pension under the provisions of the Municipal Pension Plan will receive group insurance coverage in an amount equal to the lesser of \$10,000 or the coverage in effect immediately preceding retirement. This coverage will continue for a period of 5 years from the date of retirement with the College paying the premium cost.

14.15 Voluntary Life Insurance Coverage

14.15.1 Employees who are participating in the Group Life Insurance plan may apply for additional group life insurance coverage for themselves and/or their spouses.

14.15.2 Insurance is available in increments of \$10,000 to a maximum of \$250,000, according to the terms of the contract with the insuring company.

14.15.3 Employees will pay the necessary premiums by payroll deductions.

14.16 Short-Term and Long-Term Disability

- 14.16.1 Temporary and casual employees who have elected benefit coverage and permanent employees will participate in the Short-Term and Long-Term Disability Plans.
- 14.16.2 Employees will pay the premium costs by payroll deductions.
- 14.16.3 Current Income Tax regulations state that when premiums are entirely employee paid, any disability benefits received by employees are non-taxable.
- 14.16.4 Short-Term Disability coverage is provided according to the terms of the contract with the insuring company on the following general basis:
- a) Employees will receive 65% of their weekly salaries to a maximum of \$500 per week;
 - b) The maximum length of benefits is 52 weeks;
 - c) Benefits start at the end of paid Sick Leave if the absence exceeds 10 consecutive working days.
- 14.16.5 Long-Term Disability coverage is provided according to the terms of the contract with the insuring company on the following general basis:
- a) Employees will receive 65% of their monthly salaries to a maximum of \$1720 per month;
 - b) Benefits are payable until retirement or as stated in the insurance contract.
 - c) Benefits start at the end of Short-Term Disability coverage.
- 14.16.6 If the Union wishes to increase the level of coverage for Short-Term or Long-Term Disability, it will do so through the College Benefits Committee.
- 14.16.7 While the premiums are entirely employee paid, the College will not make any changes to the Short-Term or Long-Term Disability Plans without the approval of the Union.
- 14.16.8 Any medical information required by the insurance company may be sent by employees directly to the company.
- 14.16.9 Any amount of Short or Long-Term Disability benefits paid according to this Article, which are later recovered under a motor vehicle insurance contract, will be repaid to the disability insurance company.

14.17 Group RRSP

- 14.17.1 Employees may authorize the College to deduct a specified amount from their wages each month to be deposited in individual RRSP accounts with a single designated financial institution.
- 14.17.2 Tax deductions at source will be adjusted to accommodate the deductions.
- 14.17.3 In authorizing these deductions, employees free the College of any responsibility for the funds following their deposit with the financial institution.
- 14.17.4 The College will remit the amounts deducted to the financial institution at the end of each month or not later than the 10th day of the following month.
- 14.17.5 It is the responsibility of the employees to direct the financial institution with respect to the investment of the funds.

14.18 Group of Coverage

- 14.18.1 For purposes of the benefit plans, the total group covered by the plan will, where advantageous, be a coalition of members of CUPE Local 4627; Administrators; Vancouver Community College Faculty Association and other College related groups, which may include employees of Langara College.
- 14.18.2 Under this coalition, determination of percentage of group participation will be a deployment or interpretation of the group or sub-group composition for the best advantage of the greatest numbers.

14.19 Benefit Information

- 14.19.1 For more information in addition to the details on Employee Benefits generally described in this Agreement, employees are directed to the booklets provided by the appropriate benefit carrier(s), which the College will provide to all eligible employees.
- 14.19.2 The College will ensure that a copy of all benefit insurance contracts applicable to the employees are available for their review at each work site.
- 14.19.3 Upon request, a copy of any applicable benefit insurance contract will be supplied to employees.
- 14.19.4 Employees who elect not to participate in College benefit plans because they have coverage elsewhere, will be able to participate at the time their other coverage ends in accordance with the terms of the policies.
- 14.19.5 The College will notify the appropriate insurance companies or agencies upon the death of employees.

14.20 Continuation of Insurance Benefits

- 14.20.1 The College will make premium contributions for medical, extended health and group life insurance for employees who are receiving Short-Term Disability benefits.
- 14.20.2 Upon approval of leaves of absence without pay, employees may immediately exercise an option for continuation of medical, dental, life insurance and pension benefits as allowable provided they pay the full costs of the premiums in advance on a monthly basis according to the terms of the policies.
- 14.20.3 When employees who are on leave receive any earnings in a given calendar month, the College will make its premium contribution for medical, extended health, dental, life insurance and pension benefits as allowable.
- 14.20.4 The College supports the principle of coverage and normal premium payment for health and welfare benefits and pension, if available, while employees are temporarily working for the College outside the bargaining unit. Specific application of this will be determined on a case-by-case basis.
- 14.20.5 Laid off employees who are on the recall list may elect to continue coverage for:
- Medical Services Plan (Article 14.10), and
 - Extended Health Benefits Plan (Article 14.11), and
 - Dental Plan (Article 14.12)
- provided they pay the full costs of the premiums in advance on a monthly basis according to the terms of the policies.
- 14.20.6 Employees who are suspended without pay may immediately exercise an option for continuation of medical, dental, life insurance and pension benefits as allowable by paying the full premiums on a monthly basis for any period of suspension greater than 15 calendar days.

14.21 Death Benefit

- 14.21.1 In the event of the death of employees with at least one year of service, the College will pay to the spouse, or the estate, of the deceased employee one month's salary.
- 14.21.2 This payment is in addition to any amount owing to deceased employees related to employment at the College.

14.22 Changes to Insured Benefits

- 14.22.1 The College will not reduce the benefit entitlements of any of the insured benefit plans without the approval of the Union.
- 14.22.2 Benefit levels provided under Article 14.10 Medical Services Plan, Article 14.11 Extended Health Benefits Plan, Article 14.12 Dental Plan and Article 14.14 Group Life Insurance shall not exceed the benefit levels in place as at the date of ratification of this Agreement, taking into account the benefits provided by statutory and regulatory programs as of the date of the ratification of this Agreement.

15.0 RETIREMENT

15.1 Retirement Age

- 15.1.1 The College will require employees to retire by the end of the month in which their 65th birthday occurs.
- 15.1.2 Employees may be employed beyond retirement age according to College policy.

15.2 Vacation in Year of Retirement

- 15.2.1 Employees who retire on pension from the College will receive their full Annual Vacation entitlement (Article 14.1) for the year of retirement.

15.3 Early Retirement Incentive

- 15.3.1 The College may offer employees an early retirement incentive. If so, it will be done on the basis of seniority as described below, provided:
 - a) they are age 55 or over;
 - b) they have a minimum of 10 years' contributory service under the Municipal Pension Plan;
 - c) they are permanent employees at the time of early retirement;
 - d) they are on the maximum step of their pay grade on the salary scale.
- 15.3.2 The College will advise the Union of any offer of Early Retirement Incentive made to employees, and will advise employees of their right to consult with the Union.
- 15.3.3 Employees have the right to accept or decline an Early Retirement Incentive offer made by the College within 30 days of the offer being made unless that period is extended by mutual agreement.

- 15.3.4 If employees accept an Early Retirement Incentive offer, they will resign for the purpose of retirement. Their retirement dates will be mutually agreed upon between the employees and the College.
- 15.3.5 Agreement will be in writing and will specify the early retirement date, payment date, specific dollar amount of the incentive and the payment schedule.
- 15.3.6 The Incentive will be based on regular salary without premiums at the date of retirement in the following amounts:

Full Years to Retirement	Pay Out
1	20% of annual salary
2	40% of annual salary
3	60% of annual salary
4	80% of annual salary
5 or more	100% of annual salary

- 15.3.7 "Full years to retirement" in Clause 15.3.6 means full years from the actual date of early retirement to the normal retirement date as defined in the Pension (Municipal) Act.

15.4 Financial Counselling

- 15.4.1 Employees may attend a College sponsored pre-retirement planning workshop.
- 15.4.2 Employees offered an Early Retirement Incentive (Article 15.3) are entitled to receive personal financial counselling conducted by a firm of qualified financial consultants selected by the College. A lifetime total of 3 hours of consultation is available and the fees will be paid by the College. An employee may choose their own financial counsellor, in which case the College will cover the expenses to the total cost of \$400.00.
- 15.4.3 After obtaining the necessary certificate of entitlement from Human Resources, employees may schedule these consultations in the manner that is most beneficial or convenient to them.

15.5 Continuation of Benefits

- 15.5.1 Early retiring employees receiving a Municipal Pension may obtain basic medical and extended health benefit coverage through the Superannuation Commission when filing a claim for pension.
- 15.5.2 Appropriate deductions will be made from monthly Pension on a premium shared basis.

- 15.5.3 Retired employees in receipt of a Pension are not allowed to choose to join these plans at a later date.
- 15.5.4 Early retiring employees not immediately receiving a Municipal Pension may elect to continue their basic medical, extended health and dental coverage through the College until they receive a Pension, but not for longer than 5 years following retirement, provided that:
- a) written notice to continue the benefits is provided to Human Resources 6 weeks prior to date of early retirement;
 - b) individuals maintain BC residency requirements; and
 - c) individuals prepay all premium costs on a monthly basis.
- 15.5.5 Employees who receive Extended Health and Dental coverage under Clause 15.5.4 will be under a separate group for retirees at a reduced level and subject to higher premiums according to the terms of the policy.

16.0 LEAVES OF ABSENCE

16.1 Leave for Family Illness

- 16.1.1 Employees may use up to 5 days per year of their accumulated Sick Leave credits to care for an ill spouse, child, legal ward, brother, sister, parent, guardian, parent-in-law or grandparent. Other relatives are included if living in the employees' households.
- 16.1.2 The College may require a certificate from a qualified medical practitioner, or recognized equivalent licensed to practice, certifying the illness of the family member.
- 16.1.3 Absence under Article 16.1 will not be considered absence through illness for the purposes of Article 14.7 Gratuity Plan.

16.2 Bereavement Leave

- 16.2.1 Permanent and temporary employees are entitled to 5 working days of Bereavement Leave without loss of pay in the case of the death of their spouse, child, ward, brother, sister, parent, guardian, parent-in-law or grandparent. Other relatives are included if living in the employees' households.
- 16.2.2 If employees require Bereavement Leave they will notify their Supervisor.

- 16.2.3 In the case of the death of, or funeral arrangements for another relative, Bereavement Leave with pay may be granted, with the verbal approval of the Supervisor. This Leave will not be unreasonably denied.
- 16.2.4 Employees who require Bereavement Leave will be granted the Leave when on annual vacation as verified by the Supervisor.
- 16.2.5 Employees who are absent on Sick Leave, with or without pay, or who are absent on Workers' Compensation are not entitled to Bereavement Leave.
- 16.2.6 Employees are entitled to funeral leave of up to one half day, without loss of pay, to attend a funeral. This leave is not in addition to Bereavement Leave as contained in Clause 16.2.1, Clause 16.2.3 and Clause 16.2.4.
- 16.2.7 If employees are required to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia, or where the particular circumstances justify, funeral leave of one day is allowed. This leave is not in addition to Bereavement Leave as contained in Clause 16.2.1, Clause 16.2.3 and Clause 16.2.4.

16.3 Leave for Personal Reasons

- 16.3.1 Leaves of absence for reasons other than those stated elsewhere in this Agreement are considered Leave for Personal Reasons and will be without pay unless otherwise authorized. Leave of Absence for Personal Reasons will not exceed 1 year except in extenuating circumstances. These leaves will not be unreasonably denied.
- 16.3.2 Employees may request that Leave for Personal Reasons be with pay for circumstances not specifically or fully covered elsewhere in this Agreement.
- 16.3.3 Applications for Leave should be made in writing to the Supervisor and forwarded to a Human Resources Representative for final approval.
- 16.3.4 If the duration of the requested Leave would require a replacement, application for Leave, wherever possible, must be made a minimum of 6 weeks prior to the starting date.
- 16.3.5 If an application for Leave without pay is denied, the College will provide the applicant, upon request, with the reasons for the denial in writing.
- 16.3.6 Taking Leave for Personal Reasons may have an effect on employees' Seniority (Article 7.1), Increment dates (Article 13.3), Vacation entitlement (Article 14.1) and Sick Leave accumulation (Article 14.4).

- 16.3.7 If employees are granted leave to temporarily fill positions outside of the bargaining unit, the College will advise the Union in writing.
- 16.3.8 Employees whose leave of absence exceeds two months must confirm with Human Resources, 4 weeks prior to their return date of their intention to return to duty.

16.3.9 The earned entitlements for employees who are granted part-time personal leaves of absence will be pro-rated based on the number of hours worked in each biweekly pay period. This will be done in a manner consistent with the accrual of these entitlements for other part-time employees (permanent and temporary) as provided in this Agreement.

16.4 Jury Duty and Court Appearance

16.4.1 Employees are entitled to leave without loss of pay if:

- a) summoned to serve on a jury;
- b) subpoenaed as a witness in any court or tribunal, subject to Clause 16.4.2;
- c) appearing as a defendant in a criminal or traffic case, if acquitted.

16.4.2 Clause 16.4.1(b) does not apply to:

- a) employees subpoenaed by the Union in an action against the College;
- b) employees who have initiated the action;
- c) actions concerning employees' outside business or personal interests.

16.4.3 Employees must produce a summons or subpoena or other evidence to show it is necessary for them to attend.

16.4.4 Employees will provide a statement from an official of the court or tribunal of the time taken.

16.4.5 Employees will return any conduct money received to the College. Employees will keep any expense money received.

16.5 Election Leave

16.5.1 Upon written application, employees who are candidates in a Federal, Provincial or Municipal election will be granted leave of absence without pay to campaign for the election.

16.5.2 Employees will be entitled to return to their previous positions following the leave.

16.5.3 Employees who are elected to Federal, Provincial or Municipal office will be granted a leave of absence without pay for one term of office.

16.6 Early Return from Leave

- 16.6.1 Employees on any leave authorized by this Agreement may return from the leave early provided they give the College two weeks written notice and provided the College has not hired a replacement through the Job Posting provisions in Article 3.1.
- 16.6.2 Employees who are on leave whose positions have been filled and who wish to return early will be given the right of first refusal for any casual work for which they are qualified. This supersedes the provisions of Clause 3.6.2, Temporary Reappointment Rights.
- 16.6.3 Employees on Sick Leave with or without pay may return to work when they have recovered and have complied with Clause 14.4.17 or Clause 14.4.18.

17.0 PARENTING LEAVES

17.1 Benefits for Parenting Leaves

- 17.1.1 The services of employees on Parenting Leaves will be considered continuous and the College will continue to pay its share of the following benefits:
- Municipal Pension Plan, Article 14.8, subject to the provisions of the Municipal Pension Plan and employees continuing to pay their share;
 - Medical Services Plan Article 14.10;
 - Extended Health Benefits Plan Article 14.11;
 - Dental Plan Article 14.12;
 - Group Life Insurance, Article 14.14.
- 17.1.2 The College will continue to pay its share of the benefits listed in Clause 17.1.1 to temporary employees who have elected benefit coverage for the lesser of the term of their Leave or the period provided for in the Employment Standards Act. As of October 1, 1994, the Employment Standards Act allowed the following leaves:
- 18 consecutive weeks of Maternity Leave;
 - 12 consecutive weeks of Adoption or Parental Leave; or
 - 17 consecutive weeks of Adoption or Parental Leave if the child is at least 6 months of age and it is certified by a medical practitioner or the adoption agency that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

- 17.1.3 Employees may elect to continue Short-Term and Long-Term Disability, Article 14.16, by paying the full costs of the premiums in advance on a monthly basis according to the terms of the policies.
- 17.1.4 Gratuity credits are not earned during these Leaves.
- 17.1.5 Employees who return at the end of these Leaves will return to their previous positions with all increments to wages and benefits to which they would have been entitled had they not been on leave.
- 17.1.6 If the College has suspended or discontinued operations during these Leaves and has not resumed operations on the expiry of the Leaves, employees will be subject to the layoff provisions of this Agreement Article 18.0 Layoff, Severance Pay and Recall.
- 17.1.7 The College will not terminate employees or change a condition of employment because of these Leaves or pregnancy.
- 17.1.8 The burden of proving that the termination of employees or a change in a condition of employment is not because of these Leaves or pregnancy is on the College.
- 17.1.9 If employees wish to return to work before the scheduled end of Parenting Leaves, the provisions of Article 16.6 Early Return From Leave, will apply.
- 17.2 Maternity Leave**
- 17.2.1 Permanent employees will receive up to 52 weeks Maternity Leave without pay. Temporary employees will be entitled to the same Leave except the Leave will not extend beyond the end of their temporary work.
- 17.2.2 This Leave may begin 11 weeks before the expected date of birth or at a later date if the employees desire.
- 17.2.3 Within the 52-week leave period, weeks 19 through 30 inclusive will be considered parental leave in accordance with the Employment Standards Act.
- 17.2.4 Employees who request less than the 52 week maximum Maternity Leave may extend their Leave up to the maximum provided they notify the College in writing at least 4 weeks before they are scheduled to return to work.
- 17.2.5 Employees will request Maternity Leave in writing and will provide a certificate from their doctor stating the estimated date of birth.
- 17.2.6 Maternity Leave will not end until at least 6 weeks following the date of birth unless employees desire a shorter period. In these cases, employees must provide a certificate from a licensed medical practitioner stating they are able to resume work.

- 17.2.7 If employees give birth before a request for Maternity Leave is made, the College will grant them Maternity Leave as provided for in this Article upon receiving a request for Maternity Leave and a certificate from a licensed medical practitioner including the date they have given birth.
- 17.2.8 If a pregnancy is terminated on a specified date, the College will grant employees leave without pay for a period of up to 6 consecutive weeks or a shorter period if employees request. In these cases a licensed medical practitioner's certificate will be required confirming the termination date.
- 17.2.9 Employees may be required to begin their maternity leave if they cannot reasonably perform their duties because of the pregnancy. The maternity leave will continue until employees provide a medical certificate from a licensed medical practitioner stating that they are able to perform their duties.
- 17.2.10 Employees will earn Vacation, Sick Leave and Seniority during a Maternity Leave.
- 17.2.11 Supplementary Employment Benefit
- a) For a maximum of 17 weeks of maternity leave the employee will receive an amount equal to the difference between the Employment Insurance benefits and 80% of her salary.
 - b) "Salary" means base salary at the time of commencement of maternity leave. For part-time employees, it shall be based on their salary averaged over the previous 26 weeks.

17.3 Parental Leave

- 17.3.1 Permanent employees will, upon application to the College, be entitled to 3 days paid Parental Leave at the time their spouse gives birth. This Leave will be deducted from employees accumulated Sick Leave.
- 17.3.2 Upon 4 weeks written notice and within 52 weeks of the birth of their spouse's child, a parent may apply for up to 12 weeks Parental Leave without pay. Temporary employees will be entitled to the same Leave except the Leave will not extend beyond the end of their temporary work.
- 17.3.3 Employees are entitled to up to an additional 5 weeks of Parental Leave without pay if the child is at least 6 months of age and it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- 17.3.4 Employees will earn Vacation, Sick Leave and Seniority during a Parental Leave.

17.3.5 Supplementary Employment Benefit

- a) For a maximum of 12 weeks of parental leave the employee will receive an amount equal to the difference between the Employment Insurance benefits and 80% of the employee's salary.
- b) "Salary" means base salary at the time of commencement of parental leave. For part-time employees, it shall be based on their salary averaged over the previous 26 weeks.

17.4 Adoption Leave

17.4.1 If both parents are employees of the College, they may share the entitlements contained in Article 17.4.

17.4.2 Upon the adoption of a child and upon application to the College, temporary employees in receipt of benefits and permanent employees are entitled to 3 days paid Adoption Leave. This Leave will be deducted from employees' accumulated Sick Leave.

17.4.3 Employees applying for Adoption Leave must provide proof of legal adoption of a child.

17.4.4 Permanent employees who adopt a child will receive up to 52 weeks Adoption Leave without pay. Temporary employees will be entitled to the same Leave except the Leave will not extend beyond the end of their temporary work.

17.4.5 Within the 52-week leave period, weeks 1 through 12 inclusive will be considered parental leave in accordance with the Employment Standards Act.

17.4.6 Employees will earn Seniority during an Adoption Leave.

17.4.7 Employees will earn Vacation and Sick Leave for a total of 6 months of an Adoption Leave.

17.4.8 Supplementary Employment Benefit

- a) For a maximum of 12 weeks of adoption leave the employee will receive an amount equal to the difference between the Employment Insurance benefits and 80% of the employee's salary.
- b) "Salary" means base salary at the time of commencement of adoption leave. For part-time employees, it shall be based on their salary averaged over the previous 26 weeks.

17.5 Additional Parenting Leave

- 17.5.1 Upon request, employees who have completed Maternity, Parental or Adoption Leave are entitled to an additional Leave for Personal Reasons, Article 16.3, of up to 1 year.
- 17.5.2 Employees who take this Leave will continue to accumulate seniority during the Leave.

18.0 LAYOFF, SEVERANCE PAY AND RECALL

18.1 Layoff

- 18.1.1 Layoff includes the elimination of positions and reduction in hours of positions.
- 18.1.2 If the hours of part-time positions are increased or decreased, the incumbent employees will have the option of accepting the increased or decreased hours or of being laid off. If the hours in a full-time position are decreased, the incumbent employees have the option of accepting the decreased hours or of being laid off.
- 18.1.3 If the College decides to layoff employees covered by this Agreement, it will advise the Union.
- 18.1.4 Before any action is taken, the College will promptly consult with the Union to attempt to minimize the impact of layoffs on employees.
- 18.1.5 The College will bring to the attention of the Union any special considerations that may impact the process.
- 18.1.6 The College will not discuss possible layoffs with employees before a final decision has been made and the Union has been consulted.
- 18.1.7 Within the area to be reduced, the College will layoff junior employees in the same classification unless it can show reasonable cause to layoff senior employees.

18.2 Notice of Layoff

- 18.2.1 Notice of layoff will be in writing, with a copy to the Union, and will include reasons why the layoff is necessary.
- 18.2.2 The notice of layoff will advise employees of their right to consult with the Union.
- 18.2.3 When the College presents notice of layoff to employees, the Union will designate an available Shop Steward or other Union Representative to be present.

- 18.2.4 The College will make available complete copies of the most recent seniority and length of service lists to laid off employees at the time it issues notice of layoff.
- 18.2.5 Employees who receive notice of layoff are entitled to reasonable time off with pay to consult with a Union Representative.
- 18.2.6 Employees who receive notice of layoff may elect to bump other employees, take severance pay or go on the recall list, as detailed in Article 18.3 Bumping, Article 18.6 Severance Pay and Article 18.7 Recall, and subject to the other provisions of Article 18.0.
- 18.2.7 If employees do not receive the notice contained in Article 18.2, they will receive pay in lieu of the notice.
- 18.2.8 Permanent employees with 3 or more years of service will receive 2 months notice of layoff.
- 18.2.9 Permanent employees with less than 3 years of service will receive 1 month notice of layoff.
- 18.2.10 Notice of layoff or temporary employees will not extend beyond the expiry date of the temporary appointment.
- 18.2.11 Temporary employees with 6 months to 3 years of continuous service will receive 2 weeks notice of layoff.
- 18.2.12 Temporary employees with 3 years or more of continuous service will receive an additional week's notice for each additional completed year of service to a maximum of 8 weeks notice.
- 18.2.13 Probationary employees will receive 2 weeks notice of layoff.

18.3 Bumping

- 18.3.1 Permanent employees who receive notice of lay off have the right to bump other permanent employees with less seniority provided they possess the ability to perform the work currently required of the position.
- 18.3.2 If no permanent positions are available, permanent employees have the right to displace probationary or temporary employees in that order, provided they possess the ability to perform the work currently required of the position.
- 18.3.3 Probationary employees who receive notice of layoff have the right to bump other probationary employees with less seniority, provided they possess the ability to perform the work currently required of the position.

- 18.3.4 If no probationary positions are available, probationary employees have the right to bump temporary employees, provided they possess the ability to perform the work currently required of the position.
- 18.3.5 Temporary employees who receive notice of layoff have the right to bump other temporary employees with less seniority, provided they possess the ability to perform the work currently required of the position.
- 18.3.6 Employees may bump into positions at the same or lower pay grade provided the conditions in Clause 18.3.1 through Clause 18.3.5 are met.
- 18.3.7 Permanent employees who bump into positions in a lower pay grade will have their higher salary protected and will receive increments and general wage increases as they occur.
- 18.3.8 Permanent employees who receive salary protection will continue to receive the protection when they are appointed to positions at an equal or higher pay grade than the positions into which they bumped. Salary protection will continue with each promotion until they reach the protected pay grade.
- 18.3.9 Employees who were receiving premiums and who bump will not have their premiums protected unless they are required in the new positions.
- 18.3.10 Employees who bump into part-time positions will have the salary protection in Clause 18.3.7 but their salaries will be prorated based on the hours of the new positions.
- 18.3.11 Permanent employees who bump probationary or temporary employees will continue, in all respects, to be permanent employees.
- 18.3.12 Probationary employees who bump probationary or temporary employees will continue, in all respects, to be probationary employees until the satisfactory completion of the normal probationary period calculated from their original start date, when they will become permanent employees (see Article 2.3 Probationary Employees).
- 18.3.13 If employees elect to bump, they will identify the positions and notify the College as soon as possible but not later than the mid point of their notice period.
- 18.3.14 During their notice period, employees may retroactively apply for a posted vacancy which had closed prior to the date they received notice of layoff provided the position had not been filled.

- 18.3.15 During their notice period, employees who apply for posted vacancies at the same or lower pay grades will be given the positions if they are the senior applicant and possess the ability to perform the work currently required of the position. If employees are appointed, they will have the salary protection contained in Clause 18.3.7 and Clause 18.3.8.
- 18.3.16 The College will keep all bumping discussions confidential until a final decision has been made.
- 18.3.17 Employees who have been bumped will receive notice of layoff and are entitled to all the rights contained in Article 18.0.

18.4 Trial / Familiarization Period

- 18.4.1 Employees who have bumped into other positions will do so initially for a trial / familiarization period of 3 working months.
- 18.4.2 The 3 month period may be varied in specific instances by mutual agreement of the Union and the College.
- 18.4.3 During the trial / familiarization period, the employee's performance will be appraised and, if the period is not satisfactorily completed, or if the employee requests, Clause 18.2.6 Notice of Layoff will once again apply.
- 18.4.4 If Clause 18.4.3 has been applied twice, the College and the Union will meet with the employee to examine the employee's choices in accordance with Clause 18.2.6 Notice of Layoff. The College and Union must reach agreement on the selection of all subsequent positions into which the employee may bump. This Clause applies to an employee's first layoff or displacement in any one sequence. A new sequence occurs where the employee is displaced as a result of another employee exercising their bumping rights or where the position held by the employee is eliminated.
- 18.4.5 Article 18.4 will also apply to employees appointed to other positions as provided for in Clause 18.3.14 and Clause 18.3.15.

18.5 Recreated Positions

- 18.5.1 If an abolished position is recreated or if a position becomes available as a result of Article 18.4 Trial/Familiarization, it will be posted.
- 18.5.2 Permanent employees who have been laid off or bumped from the same classification and who apply for the position will be appointed to the vacant position on the basis of seniority and provided they possess the ability to perform the work currently required of the position.
- 18.5.3 If the vacant position is not filled in this manner, the normal selection appointment process will be followed.

18.6 Severance Pay

- 18.6.1 Laid off permanent employees may elect severance pay of:
- a) Less than 2 years' continuous service as a permanent employee – 1 month's pay;
 - b) 2 years' or more but less than 4 years' continuous service as a permanent employee – 2 months' pay;
 - c) 4 years' or more but less than 6 years' continuous service as a permanent employee – 3 months' pay;
 - d) 6 years' or more but less than 8 years' continuous service as a permanent employee – 4 months' pay;
 - e) 8 years' or more but less than 10 years' continuous service as a permanent employee – 5 months' pay;
 - f) 10 years' or more but less than 20 years' continuous service as a permanent employee – 6 months' pay;
 - g) 20 years' or more continuous service as a permanent employee – 7 months' pay.
 - h) For the purposes of this clause, “months' pay” means the pay being received by the employees based on the pay grade of their permanent full or part time position at the time of layoff. The “month's pay” will also be calculated on the basis of the increment level at the time of layoff or the increment level earned after layoff.
- 18.6.2 Employees may elect to receive severance pay at any time during or at the end of the recall period contained in Article 18.7 Recall.
- 18.6.3 If employees elect severance pay, they cease to be employees of the College and are no longer covered by this Agreement.
- 18.6.4 Severance pay is in addition to required notice or pay in lieu of notice as required in Article 18.2 Notice of Layoff.
- 18.6.5 A month's pay is one twelfth of the affected employee's gross annual salary.

Formula: Gross annual salary divided by 12

18.7 Recall

- 18.7.1 Permanent and probationary employees who are laid off may elect to go on a recall list for 24 consecutive months from their dates of layoff.

- 18.7.2 Except as provided in Article 18.5, Recreated Positions, if work or a vacancy becomes available, permanent employees on the recall list will be recalled in the order of their seniority, provided they have the ability to perform the work made available to them.
- 18.7.3 If all permanent employees have had the opportunity of recall, probationary employees on the recall list will be recalled in the order of their seniority, provided they have the ability to perform the work made available to them.
- 18.7.4 The College will give notice of recall by registered mail to employees, who must report to work within 7 working days of receipt of the notice or lose any future rights to recall, unless, on reasonable grounds, they are unable to report for work at that time or the position available is at a lower Pay Grade than that held at the time of layoff.
- 18.7.5 Employees who are recalled to lower paying positions will maintain their step placement.
- 18.7.6 The College will offer recall to temporary positions to employees on the recall list as provided for in Clause 18.7.2, Clause 18.7.3, Clause 18.7.4 and Clause 18.7.5.
- 18.7.7 If employees accept recall to temporary positions, the length of the temporary assignment will extend their recall period.
- 18.7.8 If employees do not accept recall to temporary positions, it will have no effect on future recall rights.
- 18.7.9 The College will recall employees to higher paying positions only if the positions are posted and the employees are the senior applicants and possess the ability to perform the work made available to them.
- 18.7.10 Employees on the recall list may continue their benefits as provided in Clause 14.19.5 Continuation of Insurance Benefits.

19.0 TECHNOLOGICAL CHANGE

19.1 Definition

"Technological change" means:

- a) the introduction by the College of a change in the work, undertaking or business, or a change in the equipment or material from the equipment or material previously used by the College in the work, undertaking or business; or
- b) a change in the manner the College carries on its work, undertaking or business related to the introduction of that equipment or material.

19.2 Procedure

- 19.2.1 If the College introduces, or intends to introduce, a technological change that significantly affects members of the bargaining unit, including the elimination of bargaining unit positions, the matter will be dealt with as provided for in Article 19.0.
- 19.2.2 The College will give the Union at least 90 days' written notice of the intended technological change including a detailed description of the change and its potential effect on members of the bargaining unit.
- 19.2.3 The detailed description will include:
- the nature of the change;
 - proposed implementation date;
 - approximate number, type and location of affected employees;
 - the effect on working conditions and terms of employment; and
 - the impact on health and safety.
- 19.2.4 When the College has notified the Union of the intended technological change, the Parties will meet within 30 days to discuss potential problems and attempt to reach agreement which will minimize the impact of the technological change on affected employees.
- 19.2.5 Agreements reached during discussions between the Parties will be set out in a Memorandum of Agreement which will have the same force and effect as the provisions of this Agreement.
- 19.2.6 Members of the bargaining unit potentially affected by the intended technological change will be notified of the impending change and advised of any agreements reached by the Parties.

19.3 Dispute Resolution

- 19.3.1 If the Parties cannot agree, either Party may refer the matter directly to an Arbitration Board as provided in Article 10.0 Grievance Procedure of this Agreement, bypassing all other steps in the Grievance Procedure.
- 19.3.2 The Arbitration Board will decide whether or not the College has introduced or intends to introduce a technological change and, upon deciding that the College has or intends to introduce a technological change, the Arbitration Board will inform the Ministry of Advanced Education of its findings.

- 19.3.3 The Arbitration Board may then or later make any one or more of the following orders:
- a) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which the Agreement was negotiated;
 - b) that the College will not proceed with the technological change for a period not exceeding 90 days that the Arbitration Board considers appropriate;
 - c) that the College reinstate any employees displaced by the technological change;
 - d) that the College pay to the displaced employees compensation that the Arbitration Board considers reasonable.

19.4 Retraining

- 19.4.1 Permanent and probationary employees whose positions are affected by technological change will have immediate access to training that may be required to carry out the duties of their positions or any new positions created by the technological change to replace their current positions.
- 19.4.2 Where positions have been entirely eliminated by technological change, the permanent and probationary employees affected will have immediate access to necessary training to provide the skills required to assume the duties of another position.
- 19.4.3 Retraining will be at the expense of the College and normally be conducted during employees' regular shifts.
- 19.4.4 If it becomes necessary to temporarily change employees' regular shift in order to accommodate the training, the employees will be given a minimum of 10 days' notice.
- 19.4.5 Permanent employees assuming positions in a lower Pay Grade will have their current salary protected and will receive increments and general wage increases as they occur.
- 19.4.6 If permanent employees assume part-time positions, their salaries will be pro-rated.
- 19.4.7 Employees who decline retraining or cannot successfully complete the retraining required by technological change will be subject to the provisions of Article 18.0 Layoff, Severance Pay and Recall.

20.0 CAREER DEVELOPMENT AND EDUCATION

Article 20.0 does not apply to Student Aides or Peer Helpers.

20.1 Career Development

20.1.1 The College supports the development of employees in their careers and will provide \$60,000.00 annually, for career development.

20.1.2 Career development is employee initiated activity intended to:

- a) develop or improve skills or methods in employees' areas;
- b) maintain currency in employees' areas;
- c) gain additional knowledge and competence in the employees' areas; or
- d) develop skills or knowledge related to employees' career aspirations in the College.

20.1.3 With the prior approval of a Human Resources Representative, employees may attend courses, seminars, workshops or other activities related to their particular duties and responsibilities and career aspirations within the College. Copies of all Career Development Requests will be submitted to the Union.

20.1.4 The College will pay one-half of the fees at the time of registration and the employees will pay the other half.

20.1.5 Upon submission of fee receipts and proof of satisfactory completion, employees will be reimbursed for the fees they have paid.

20.1.6 Permanent and Temporary employees will be provided with up to 5 days per year of Career Development leave with pay. Career Development may include, but is not limited to CE courses, external courses and other seminars that become available from time to time.

20.1.7 Career Development leave with pay must be approved by a Human Resources Representative or delegate. Approval will not be unreasonably denied.

20.1.8 Scheduling of the time for Career Development will take into consideration the commitment of the College, the needs of the department and the desires of the employees.

- 20.1.9 When approved Career Development activity occurs outside of an employee's scheduled working hours, the employee may request a change of shift to accommodate the Career Development activity. Except in extraordinary circumstances, a minimum of 10 working days notice of the change in shift will be required. Changes in shift to accommodate Career Development activity will not result in any additional cost to the College in terms of shift premiums or overtime. Approval of requests to change shifts for this purpose will not be unreasonably denied.
- 20.1.10 With the prior approval of Human Resources, employees may carryover up to a maximum of 5 Career Development days into the next calendar year, to be used before the end of the next calendar year. Requests to carryover Career Development days must be made by December 1 and identify the specific Career Development activity to be taken. Employees will be eligible to request carry-over of Career Development days every alternate year. Requests will be approved in accordance with the criteria outlined in Clause 20.1.3 and such approval will not be unreasonably denied.

20.2 Training

- 20.2.1 Article 20.2 refers to College initiated activities.
- 20.2.2 The College is committed to providing employees with the training required to allow them to perform their duties in an efficient and effective way.
- 20.2.3 If the College requires employees to take refresher courses or to further their job related training, the College will grant a leave of absence with pay to the employees.
- 20.2.4 The College will pay the full cost of courses or training, including tuition, entrance or registration fees, laboratory fees and required books.
- 20.2.5 If the required courses or training are not available during employees' regular hours of work, employees will receive equivalent time off with pay.

20.3 College Course Registration

- 20.3.1 Employees may register in courses offered by the College, as long as their attendance will not displace a fee-paying student or result in additional costs.
- 20.3.2 Tuition fees will be waived with the approval of the Campus that is offering the course, or the Dean, Continuing Studies and Contract Training.
- 20.3.3 If employees are denied access to a career related course under this Article, they will be assured admission under Article 20.1 Career Development.

20.3.4 If rescheduling of duty is required for attendance at courses, prior approval of the Supervisors required.

20.3.5 If absence from duty is required for attendance at courses, approval is required in accordance with Article 16.3 Leave for Personal Reasons, Article 20.1 Career Development or Article 20.4 Education Leave.

20.4 Education Leave

20.4.1 The College may grant Education Leave for:

- a) programs of formal study; or
- b) independent study or research when the criteria for evaluating employees' performance on the Leave can be clearly established and can be shown to be of significant benefit to employees and the College.

20.4.2 Education Leave, for up to 2 years, will not be unreasonably denied.

20.4.3 Requests for Education Leave greater than one year will be considered under Article 16.3 Leave for Personal Reasons. These requests will not be unreasonably denied.

20.4.4 Applications for Education Leave for periods longer than 10 working days must normally be submitted 2 months before the start of the Leave.

20.4.5 Applications for Leave for periods of 10 working days or less will be submitted with as much lead time as practical.

20.4.6 Education Leave will be without pay unless otherwise authorized.

20.5 Education Committee

20.5.1 The Education Committee will consist of 3 Union and 3 College Representatives.

20.5.2 The Committee's central purpose is to investigate and report on:

- a) training connected with technological change;
- b) professional and career development needs of employees.

20.5.3 There will be regular meetings, as determined by the Committee.

20.5.4 Copies of all minutes will be circulated to the College and the Union.

21.0 HEALTH AND SAFETY

21.1 General

- 21.1.1 The College is committed to providing a safe work environment for employees.
- 21.1.2 Regulations made under the Workers' Compensation Act, the Workplace Act, or any other statute of the Province of British Columbia or the Government of Canada covering the working environment will be fully complied with.
- 21.1.3 When possible, the College will provide advance notice to employees of construction, renovation or maintenance that may affect their immediate work area. Employees who have any concerns about this activity should contact the Health and Safety Coordinator and/or a member of the Occupational Health and Safety Committee.
- 21.1.4 Employees will not be disciplined for refusing to perform assigned work when they have reasonable cause to believe that to do the work may be a danger to the health or safety of themselves or anyone at or near the workplace. In this event, employees will report the situation to their Supervisor or the College.
- 21.1.5 The situation will be investigated and, if possible, resolved by:
- a) the Supervisor and employees concerned;
 - b) if not resolved, by the Occupational Health and Safety Committee;
 - c) if still not resolved, by a relevant Workers' Compensation Board Inspector.
- 21.1.6 If employees express concerns about personal safety, the College will address their concerns without delay.

21.2 Occupational Health and Safety Committee

- 21.2.1 The College will maintain an Occupational Health & Safety Committee at each campus in keeping with the Industrial Health & Safety Regulations of the Workers' Compensation Board.
- 21.2.2 The College will ensure the Committees carry out all duties and responsibilities according to the Regulations.
- 21.2.3 There will be no less than 2 employees of the College appointed by the Union on each campus Committee.

- 21.2.4 All Union appointed Representatives engaged in health and safety responsibilities will be compensated at their regular rates of pay while involved in health and safety inspections, analysis, meetings or related activities.
- 21.2.5 The Committee has the right to inspect health and safety conditions without restraints and to consult as necessary with persons who are professionally or technically qualified to advise the Committee on matters within the rules and regulations governing the College as a Public Sector employer.
- 21.2.6 The Committee has the right to review College records considered relevant to health and safety concerns, not including medical files.
- 21.2.7 The College will correct any working conditions and environments that are not safe and healthy in the view of a Workers' Compensation Board Inspector, or the Occupational Health & Safety Committee.
- 21.2.8 The Occupational Health & Safety Committee will be notified of each accident and injury and will investigate and report in writing on the nature and cause of accidents involving employees.
- 21.2.9 Both the Union and the College will receive copies of any minutes, reports or correspondence related to the Occupational Health and Safety Committee or its operation.
- 21.2.10 A meeting of all campus Occupational Health & Safety Committees will be scheduled on a quarterly basis to discuss and rectify common health and safety concerns. These meetings will take place at each campus on a rotating basis.
- 21.3 First Aid Attendants**
- 21.3.1 When employees are required by the College to possess a First Aid Certificate, the College will provide the time and pay the expenses involved in acquiring, upgrading or maintaining the Certificate.
- 21.3.2 The College will not be required to provide the time and pay the expenses involved in acquiring a First Aid Certificate for employees wishing to apply for positions which require a Certificate.
- 21.3.3 If first aid training is given on a compressed basis essentially requiring full-time attendance, employees will, in addition to receiving full salary for the days of attendance, receive credit for each full day of attendance of an additional amount of 3 hours straight time "lieu credit" to be taken or paid for as provided in Article 12.6 Overtime.

- 21.3.4 Every effort will be made to allow employees to take the regular rather than the compressed course.
- 21.3.5 First Aid Attendants required to provide first aid coverage during their scheduled meal period will have their meal period rescheduled, in consultation with their Supervisor, to within 1 hour of their meal period.
- 21.3.6 If the meal period cannot be rescheduled, employees may elect to take the equivalent of their meal period in time off at the end of their shift with no loss of pay, provided this time off can be accommodated, or they will be entitled to Overtime as provided in Article 12.6 Overtime.

21.4 VDT Operators Protection

- 21.4.1 The College is committed to the occupational health and safety of its employees who operate video display terminals.
- 21.4.2 All VDT installations will meet with the relevant provincial legislation and regulations.
- 21.4.3 Pregnant employees are entitled, upon request, to be transferred to other work away from a VDT without loss of pay.
- 21.4.4 Employees will not be required to work longer than 2 consecutive hours at a VDT before receiving either a rest or meal break or assignment to other duties for a minimum of 15 minutes.

22.0 GENERAL PROVISIONS

22.1 Schedules to Govern

- 22.1.1 If there is conflict between the Schedules to this Agreement and the general terms of the Agreement, the provisions of the Schedules will apply.

22.2 Reappointment

- 22.2.1 Employees who are reappointed on a permanent (including probationary) basis within 15 months of their departure from a position covered by this Agreement will be credited with
- a) length of service for benefit, increment and vacation entitlement;
 - b) Sick Leave credits; and
 - c) Seniority
- that they had accumulated prior to termination.

22.2.2 Employees reappointed on a temporary or casual basis within 15 months will be credited with accumulated seniority or length of service as applicable under their current status, including Increments.

22.3 Policies

22.3.1 If there is a conflict between the contents of this Agreement and any policy made by the College, this Agreement will apply.

22.4 General Changes

22.4.1 Any reports or recommendations about to be made to the College dealing with matters covered by this Agreement, including recommendations for changes in method of operation that may affect wage rates, work loads or reduction of employment, will be made known to the Union before they are dealt with by the College to give the Union reasonable opportunity to consider them and to make representations to the College concerning them.

22.4.2 If employees are deprived of employment by any implementation of these changes, they will receive priority consideration for other employment with the College provided they have the required qualifications.

22.5 Present Conditions and Benefits

22.5.1 Any working conditions and welfare benefits, or other conditions of employment at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, will continue in full force and effect for the duration of this Agreement. This clause is not intended to interfere with the College ability to make necessary operational changes.

22.6 Copy of Agreement

22.6.1 A copy of this Agreement will be provided to all current and new employees. The Parties will equally share the cost of printing this document.

22.7 Damaged Clothing

22.7.1 Requests for replacement of damaged clothing due to exposure to corrosive materials or similar substances, will be dealt with by the College on an individual basis.

22.8 Original Letters of Permanent Appointment

22.8.1 All original letters of appointment to permanent positions will contain advice that upon appointment to the permanent staff, when certain employee benefits are applicable, a reduction in take home pay will occur.

22.9 Payroll Information

22.9.1 The College will provide a breakdown of vacation, overtime, gratuity credits, sick leave and shift premium payment on each pay notification.

Signed on this day of

On Behalf of the College:

On Behalf of the Union

Name

John Bowman, Chairperson
PSEA Board of Directors

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SCHEDULE A

A-1 Wage Increases

A-1.1 General Wage Increase

From October 1, 2010 to September 30, 2012, all wage rates in effect on September 30, 2010, will not be increased.

Effective March 1, 2013, all wage scales in the collective agreement which were in effect on February 28, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

Effective June 1, 2013, all wage scales in the collective agreement which were in effect on May 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

Effective October 1, 2013, all wage scales in the collective agreement that were in effect on September 30, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

Effective July 1, 2014, all wage scales in the collective agreement which were in effect on June 30, 2014 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

These wage increases shall apply to all current employees who are members of the bargaining unit.

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A-2 Pay Rates

A-2.1 March 1, 2013 to May 31, 2013

A-2.1.1 Hourly Rates

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	17.3556	17.9173	18.4792	19.0886	19.8297
16	18.4316	19.0412	19.7823	20.4754	21.3120
18	19.5273	20.2137	21.0420	21.8232	22.6513
20	20.9947	21.7760	22.6043	23.5156	24.4504
22	22.5453	23.4566	24.3916	25.3858	26.4034
23	23.2546	24.1806	25.1738	26.1842	27.2449
24	24.1806	25.1738	26.1842	27.2449	28.3559
25	25.1738	26.1842	27.2449	28.3559	29.5346
26	26.1842	27.2449	28.3559	29.5346	30.7131
27	27.2449	28.3559	29.5346	30.7131	31.9592
28	28.3559	29.5346	30.7131	31.9592	33.3058
29	29.5346	30.7131	31.9592	33.3058	34.6699
30	30.7131	31.9592	33.3058	34.6699	36.0503
31	31.9592	33.3058	34.6699	36.0503	37.4922
32	33.3058	34.6699	36.0503	37.4922	38.9920
33	34.6699	36.0503	37.4922	38.9920	40.5517
34	36.0503	37.4922	38.9920	40.5517	42.1739

Pay Grade	Step 1	Step 2	Step 3	Step 4
Student Aides and Peer Helpers	10.8805	11.2411	11.6741	12.1067

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A-2.1.2 Biweekly Rates

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	1,202.87	1,241.79	1,280.73	1,322.97	1,374.34
16	1,277.44	1,319.69	1,371.05	1,419.09	1,477.07
18	1,366.91	1,414.96	1,472.94	1,527.62	1,585.59
20	1,469.63	1,524.32	1,582.30	1,646.09	1,711.53
22	1,578.17	1,641.96	1,707.41	1,777.01	1,848.24
23	1,627.82	1,692.64	1,762.17	1,832.89	1,907.14
24	1,692.64	1,762.17	1,832.89	1,907.14	1,984.91
25	1,762.17	1,832.89	1,907.14	1,984.91	2,067.42
26	1,832.89	1,907.14	1,984.91	2,067.42	2,149.92
27	1,907.14	1,984.91	2,067.42	2,149.92	2,237.14
28	1,984.91	2,067.42	2,149.92	2,237.14	2,331.41
29	2,067.42	2,149.92	2,237.14	2,331.41	2,426.89
30	2,149.92	2,237.14	2,331.41	2,426.89	2,523.52
31	2,237.14	2,331.41	2,426.89	2,523.52	2,624.45
32	2,331.41	2,426.89	2,523.52	2,624.45	2,729.44
33	2,426.89	2,523.52	2,624.45	2,729.44	2,838.62
34	2,523.52	2,624.45	2,729.44	2,838.62	2,952.17

A-2.1.3 Hourly Rates - Forty-Hour Work Week(Eight-Hour Day) *

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	17.1838	17.7399	18.2962	18.8996	19.6334
16	18.2491	18.8527	19.5864	20.2727	21.101
18	19.5273	20.2137	21.042	21.8232	22.6513
20	20.9947	21.776	22.6043	23.5156	24.4504
22	22.5453	23.4566	24.3916	25.3858	26.4034
23	23.2546	24.1806	25.1738	26.1842	27.2449
24	24.1806	25.1738	26.1842	27.2449	28.3559
25	25.1738	26.1842	27.2449	28.3559	29.5346
26	26.1842	27.2449	28.3559	29.5346	30.7131
27	27.2449	28.3559	29.5346	30.7131	31.9592
28	28.3559	29.5346	30.7131	31.9592	33.3058
29	29.5346	30.7131	31.9592	33.3058	34.6699
30	30.7131	31.9592	33.3058	34.6699	36.0503
31	31.9592	33.3058	34.6699	36.0503	37.4922
32	33.3058	34.6699	36.0503	37.4922	38.992
33	34.6699	36.0503	37.4922	38.992	40.5517
34	36.0503	37.4922	38.992	40.5517	42.1739

- calculated by dividing the bi-weekly salary by 80

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A-2.2 June 1, 2013 to September 30, 2013

A-2.2.1 Hourly Rates

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	17.5292	18.0965	18.6640	19.2795	20.0280
16	18.6159	19.2316	19.9801	20.6802	21.5251
18	19.9198	20.6200	21.4649	22.2618	23.1066
20	21.4167	22.2137	23.0586	23.9883	24.9419
22	22.9985	23.9281	24.8819	25.8961	26.9341
23	23.7220	24.6666	25.6798	26.7105	27.7925
24	24.6666	25.6798	26.7105	27.7925	28.9259
25	25.6798	26.7105	27.7925	28.9259	30.1282
26	26.7105	27.7925	28.9259	30.1282	31.3304
27	27.7925	28.9259	30.1282	31.3304	32.6016
28	28.9259	30.1282	31.3304	32.6016	33.9752
29	30.1282	31.3304	32.6016	33.9752	35.3668
30	31.3304	32.6016	33.9752	35.3668	36.7749
31	32.6016	33.9752	35.3668	36.7749	38.2458
32	33.9752	35.3668	36.7749	38.2458	39.7757
33	35.3668	36.7749	38.2458	39.7757	41.3668
34	36.7749	38.2458	39.7757	41.3668	43.0216

Pay Grade	Step 1	Step 2	Step 3	Step 4
Student Aides and Peer Helpers	10.881	11.241	11.674	12.107

A-2.2.2 Biweekly Rates

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	1,227.048	1,266.750	1,306.473	1,349.562	1,401.964
16	1,303.117	1,346.216	1,398.608	1,447.614	1,506.759
18	1,394.385	1,443.401	1,502.546	1,558.325	1,617.460
20	1,499.170	1,554.959	1,614.104	1,679.176	1,745.932
22	1,609.891	1,674.963	1,741.729	1,812.728	1,885.390
23	1,660.539	1,726.662	1,797.590	1,869.731	1,945.474
24	1,726.662	1,797.590	1,869.731	1,945.474	2,024.807
25	1,797.590	1,869.731	1,945.474	2,024.807	2,108.975
26	1,869.731	1,945.474	2,024.807	2,108.975	2,193.133
27	1,945.474	2,024.807	2,108.975	2,193.133	2,282.107
28	2,024.807	2,108.975	2,193.133	2,282.107	2,378.271
29	2,108.975	2,193.133	2,282.107	2,378.271	2,475.670
30	2,193.133	2,282.107	2,378.271	2,475.670	2,574.243
31	2,282.107	2,378.271	2,475.670	2,574.243	2,677.201
32	2,378.271	2,475.670	2,574.243	2,677.201	2,784.302
33	2,475.670	2,574.243	2,677.201	2,784.302	2,895.676
34	2,574.243	2,677.201	2,784.302	2,895.676	3,011.509

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A-2.2.3 Hourly Rates - Forty-Hour Work Week(Eight-Hour Day) *

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	15.1863	15.6776	16.1692	16.7025	17.3511
16	16.1277	16.6611	17.3095	17.9160	18.6480
18	17.2573	17.8639	18.5959	19.2863	20.0181
20	18.5541	19.2445	19.9766	20.7819	21.6080
22	19.9244	20.7297	21.5560	22.4347	23.3340
23	20.5513	21.3696	22.2474	23.1402	24.0777
24	21.3696	22.2474	23.1402	24.0777	25.0595
25	22.2474	23.1402	24.0777	25.0595	26.1012
26	23.1402	24.0777	25.0595	26.1012	27.1427
27	24.0777	25.0595	26.1012	27.1427	28.2439
28	25.0595	26.1012	27.1427	28.2439	29.4340
29	26.1012	27.1427	28.2439	29.4340	30.6395
30	27.1427	28.2439	29.4340	30.6395	31.8594
31	28.2439	29.4340	30.6395	31.8594	33.1337
32	29.4340	30.6395	31.8594	33.1337	34.4592
33	30.6395	31.8594	33.1337	34.4592	35.8376
34	31.8594	33.1337	34.4592	35.8376	37.2711

* calculated by dividing the bi-weekly salary by 80

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A-2.3 October 1, 2013 to June 30, 2014

A-2.3.1 Hourly Rates

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	17.7045	18.2774	18.8506	19.4723	20.2283
16	18.8021	19.4240	20.1799	20.8870	21.7404
18	20.1190	20.8262	21.6796	22.4845	23.3377
20	21.6309	22.4358	23.2892	24.2281	25.1913
22	23.2284	24.1674	25.1307	26.1550	27.2034
23	23.9592	24.9133	25.9366	26.9776	28.0704
24	24.9133	25.9366	26.9776	28.0704	29.2151
25	25.9366	26.9776	28.0704	29.2151	30.4295
26	26.9776	28.0704	29.2151	30.4295	31.6437
27	28.0704	29.2151	30.4295	31.6437	32.9276
28	29.2151	30.4295	31.6437	32.9276	34.3150
29	30.4295	31.6437	32.9276	34.3150	35.7204
30	31.6437	32.9276	34.3150	35.7204	37.1427
31	32.9276	34.3150	35.7204	37.1427	38.6283
32	34.3150	35.7204	37.1427	38.6283	40.1735
33	35.7204	37.1427	38.6283	40.1735	41.7805
34	37.1427	38.6283	40.1735	41.7805	43.4518

Pay Grade	Step 1	Step 2	Step 3	Step 4
Student Aides and Peer Helpers	11.0992	11.4670	11.9087	12.3500

A-2.3.2 Biweekly Rates

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	1,239.3182	1,279.4175	1,319.5374	1,363.0573	1,415.9839
16	1,316.1477	1,359.6779	1,412.5942	1,462.0898	1,521.8267
18	1,408.3287	1,457.8347	1,517.5716	1,573.9084	1,633.6350
20	1,514.1613	1,570.5084	1,630.2453	1,695.9682	1,763.3911
22	1,625.9901	1,691.7130	1,759.1462	1,830.8552	1,904.2435
23	1,677.1446	1,743.9287	1,815.5655	1,888.4284	1,964.9282
24	1,743.9287	1,815.5655	1,888.4284	1,964.9282	2,045.0548
25	1,815.5655	1,888.4284	1,964.9282	2,045.0548	2,130.0649
26	1,888.4284	1,964.9282	2,045.0548	2,130.0649	2,215.0647
27	1,964.9282	2,045.0548	2,130.0649	2,215.0647	2,304.9276
28	2,045.0548	2,130.0649	2,215.0647	2,304.9276	2,402.0541
29	2,130.0649	2,215.0647	2,304.9276	2,402.0541	2,500.4272
30	2,215.0647	2,304.9276	2,402.0541	2,500.4272	2,599.9852
31	2,304.9276	2,402.0541	2,500.4272	2,599.9852	2,703.9735
32	2,402.0541	2,500.4272	2,599.9852	2,703.9735	2,812.1448
33	2,500.4272	2,599.9852	2,703.9735	2,812.1448	2,924.6330
34	2,599.9852	2,703.9735	2,812.1448	2,924.6330	3,041.6237

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A-2.3.3 Hourly Rates - Forty-Hour Work Week (Eight-Hour Day) *

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	15.4915	15.9927	16.4942	17.0382	17.6998
16	16.4518	16.9959	17.6574	18.2761	19.0229
18	17.6041	18.2229	18.9697	19.6739	20.4205
20	18.9270	19.6314	20.3781	21.1996	22.0424
22	20.3249	21.1464	21.9893	22.8857	23.8030
23	20.9644	21.7991	22.6945	23.6053	24.5617
24	21.7991	22.6945	23.6053	24.5617	25.5632
25	22.6945	23.6053	24.5617	25.5632	26.6259
26	23.6053	24.5617	25.5632	26.6259	27.6883
27	24.5617	25.5632	26.6259	27.6883	28.8116
28	25.5632	26.6259	27.6883	28.8116	30.0256
29	26.6259	27.6883	28.8116	30.0256	31.2553
30	27.6883	28.8116	30.0256	31.2553	32.4998
31	28.8116	30.0256	31.2553	32.4998	33.7996
32	30.0256	31.2553	32.4998	33.7996	35.1518
33	31.2553	32.4998	33.7996	35.1518	36.5580
34	32.4998	33.7996	35.1518	36.5580	38.0203

* calculated by dividing the bi-weekly salary by 80

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A-2.4 July1, 2014 to September 30, 2014

A-2.4.1 Hourly Rates

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	17.8815	18.4602	19.0391	19.6670	20.4306
16	18.9901	19.6182	20.3817	21.0959	21.9578
18	20.3202	21.0345	21.8964	22.7093	23.5710
20	21.8472	22.6602	23.5221	24.4704	25.4432
22	23.4607	24.4090	25.3820	26.4166	27.4755
23	24.1988	25.1624	26.1960	27.2474	28.3512
24	25.1624	26.1960	27.2474	28.3512	29.5073
25	26.1960	27.2474	28.3512	29.5073	30.7338
26	27.2474	28.3512	29.5073	30.7338	31.9602
27	28.3512	29.5073	30.7338	31.9602	33.2569
28	29.5073	30.7338	31.9602	33.2569	34.6581
29	30.7338	31.9602	33.2569	34.6581	36.0776
30	31.9602	33.2569	34.6581	36.0776	37.5141
31	33.2569	34.6581	36.0776	37.5141	39.0145
32	34.6581	36.0776	37.5141	39.0145	40.5752
33	36.0776	37.5141	39.0145	40.5752	42.1983
34	37.5141	39.0145	40.5752	42.1983	43.8863

Pay Grade	Step 1	Step 2	Step 3	Step 4
Student Aides and Peer Helpers	11.2102	11.5817	12.0278	12.4735

A-2.4.2 Biweekly Rates

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	1,251.7113	1,292.2117	1,332.7328	1,376.6879	1,430.1437
16	1,329.3092	1,373.2747	1,426.7201	1,476.7107	1,537.0450
18	1,422.4120	1,472.4130	1,532.7473	1,589.6475	1,649.9713
20	1,529.3029	1,586.2135	1,646.5477	1,712.9279	1,781.0250
22	1,642.2500	1,708.6302	1,776.7377	1,849.1637	1,923.2860
23	1,693.9160	1,761.3680	1,833.7212	1,907.3127	1,984.5775
24	1,761.3680	1,833.7212	1,907.3127	1,984.5775	2,065.5053
25	1,833.7212	1,907.3127	1,984.5775	2,065.5053	2,151.3655
26	1,907.3127	1,984.5775	2,065.5053	2,151.3655	2,237.2154
27	1,984.5775	2,065.5053	2,151.3655	2,237.2154	2,327.9769
28	2,065.5053	2,151.3655	2,237.2154	2,327.9769	2,426.0746
29	2,151.3655	2,237.2154	2,327.9769	2,426.0746	2,525.4315
30	2,237.2154	2,327.9769	2,426.0746	2,525.4315	2,625.9850
31	2,327.9769	2,426.0746	2,525.4315	2,625.9850	2,731.0132
32	2,426.0746	2,525.4315	2,625.9850	2,731.0132	2,840.2662
33	2,525.4315	2,625.9850	2,731.0132	2,840.2662	2,953.8794
34	2,625.9850	2,731.0132	2,840.2662	2,953.8794	3,072.0399

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A-2.4.3 Hourly Rates - Forty-Hour Work Week(Eight-HourDay)

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
14	15.6464	16.1527	16.6591	17.2086	17.8768
16	16.6164	17.1659	17.8340	18.4589	19.2131
18	17.7802	18.4052	19.1594	19.8706	20.6247
20	19.1163	19.8277	20.5819	21.4116	22.2628
22	20.5281	21.3579	22.2092	23.1145	24.0411
23	21.1740	22.0171	22.9215	23.8414	24.8073
24	22.0171	22.9215	23.8414	24.8073	25.8188
25	22.9215	23.8414	24.8073	25.8188	26.8921
26	23.8414	24.8073	25.8188	26.8921	27.9652
27	24.8073	25.8188	26.8921	27.9652	29.0998
28	25.8188	26.8921	27.9652	29.0998	30.3259
29	26.8921	27.9652	29.0998	30.3259	31.5679
30	27.9652	29.0998	30.3259	31.5679	32.8248
31	29.0998	30.3259	31.5679	32.8248	34.1376
32	30.3259	31.5679	32.8248	34.1376	35.5033
33	31.5679	32.8248	34.1376	35.5033	36.9235
34	32.8248	34.1376	35.5033	36.9235	38.4005

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A-2.4.4 Allocation of **Classifications** to Pay Grades as at October 1, 2010

A-2.5 Alphabetical

Classification	Pay Grade
Aboriginal Advisor	23
Accommodation Assistant	20
Accounting Clerk A	22
Accounting Clerk B	22
Accounting Supervisor	26
Accounts Payable Clerk	20
Accounts Receivable Clerk	24
Administrative Assistant	23
Administrative Services Clerk	20
Administrative Services Manager	25
Administrative Services Manager Continuing Studies	25
Admissions Advisor	23
Admissions and Scheduling Supervisor	26
Admissions Clerk A	16
Admissions Clerk B	18
Admissions Clerk C	20
Admissions Clerk D	23
Admissions Receptionist	16
Advertising Production Assistant	24
Assessment Centre Supervisor	27
Assistant Building Services Manager 8 hour day	22 (plus 4 additional PG)
Assistant Instructional Support	23
Audiovisual Maintenance Technician & Repair Technician	26
Audiovisual Technician	25
Audiovisual Technician Assistant	14
Audiovisual Technician Multimedia	24
Audiovisual Technician Trainee	14
Automotive Collision Multimedia Technician	24
Barista	14
Bookstore Assistant	20
Bookstore Cashier	18
Bookstore Clerk	18
Bookstore Clerk Cashier IEC	18

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Bookstore Manager	30
Budget Accounting Specialist	25
Building Services Clerk	18
Building Services Manager 8 hour day	26 (Plus 4 additional PG)
Building Services Manager B 8 hour day	29 (Plus 4 additional PG)
Buildings and Grounds Operations Assistant	20
Business Administrator	23
Business Analyst	28
Buyer	25
Cashier Supervisor	23
Ceremonies Word Processing Clerk	20
Circulation Services Supervisor	27
Clerk Cashier A	16
Clerk Cashier B	16
Clerk Cashier C	18
Clerk Specialist A	18
Clerk Specialist B	18
Clerk Specialist C	20
Clerk Typist	14
Client Services Supervisor	28
Client Support Analyst A	22
Client Support Analyst B	26
Communications Officer	28
Community Liaison	23
Computer Assistant Trainee	14
Computer Helpdesk Analyst	20
Computer Operations and Programming Supervisor	30
Computer Programmer	20
Computer Programmer Operator	18
Computer Programmer Operator Trainee	14
Computer Support Analyst	26
Computer Support Technician	22
Content Writer	26
Contract Services Clerk	16
Coordinator Accountability Reporting	29
Coordinator Data Analysis	26
Coordinator Enrolment Analysis	29
Coordinator Media Relations	27
Coordinator Scheduling	25

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Data Entry Clerk A	16
Data Entry Clerk B	20
Dean's Assistant	23
Department Assistant	22
Department Assistant International Education Centre	23
Desktop Specialist	27
Development Officer	25
Disabilities Services Advisor	26
Distributed Learning Support	22
Duplicating Equipment Operator	18
Duplicating Supervisor	20
Education and Media Technologist	25
Educational Advisor	22
Educational Technology Services Supervisor	28
Electronic Stores Maintenance Clerk	20
Enrolment Analysis Coordinator	30
Enrolment Reporting Analyst	26
ESL Computer and Audio Labs Supervisor	26
Facilities Manager	29 (Plus 4 additional PG)
Financial Aid Advisor	26
Financial Aid Assistant	22
Financial Aid Clerk	20
Financial Aid Supervisor	27
Financial Analyst	24
First Aid Attendant	18
First Aid Attendant Clerk Cashier	20
First Aid Attendant Clerk Typist	18
First Aid Attendant Office Clerk C	20
First Aid Clerk Specialist A	20
Food Services Cashier	14
Food Services Stores Clerk	14
Food Services Supervisor	20
Food Services Supervisor Purchasing Clerk	20
Food Services Worker	14
Foundation Assistant	23
Graduation Registrars Publication Clerk	20
Graphic Designer	26
Health and Safety Assistant	23
Health Services Clerk	18

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Health Services Clerk First Aid Attendant	20
Help Desk Analyst	22
Human Resources Assistant	23
Industrial Program Assistant	22
Information Security Specialist	29
Instructional Assistant A	20
Instructional Assistant B	20
Instructional Assistant C	22
Instructional Assistant D	22
Instructional Assistant D International Education Centre	23
Instructional Assistant D Retail Meats	23
Instructional Assistant D Supervisor	24
Instructional Assistant ESL	24
Instructional Assistant ESL Outreach	23
Instructional Assistant Interpreter	23
Instructional Assistant Journalism	23
Instructional Assistant Trades	22
Instructional Assistant Tutor	25
Instructional Assistant Support & Senior Administrative Clerk	23
International Education Assistant	25
Interpreter Brailist	27
Job Search Advisor	22
Junior Buyer	22
Laboratory Demonstrator A	22
Laboratory Demonstrator B	24
Laboratory Demonstrator C	27
Laboratory Demonstrator D	29
Laboratory Demonstrator Sciences	26
Laundry Attendant	14
Laundry Supervisor	18
Lead Interpreter Brailist	28
Lead Sign Language Interpreter	28
Learning Disability Tutor A	26
Learning Disability Tutor B	27
Library Aide	14
Library Assistant A	16
Library Assistant B	18
Library Assistant C	18
Library Assistant D	20

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Library Assistant E	22
Library Systems Manager	27
Library Systems Technician	23
Library Systems Technician Project Support	22
Library Technician A	20
Library Technician B	22
Library Technician C	22
Library Technician D	24
Library Technician E	25
Library Web Developer	22
LMA Case Liaison	23
MAC Support Analyst	26
Marketing and Communications Coordinator	27
Marketing and Communications Officer	27
Moodle Media Developer	22
Network Specialist	28
Office Assistant	14
Office Clerk A	14
Office Clerk B	16
Office Clerk C	16
Operations Supervisor A	26
Operations Supervisor Computer Centre	27
Payroll Benefits Clerk	18
Payroll Clerk	23
Personnel Clerk	20
Photographer	25
Procedures Planner Absence Reporting	22
Production Coordinator	26
Production Services Supervisor	29
Program Assistant A	16
Program Assistant B	18
Program Assistant C	18
Program Assistant C Continuing Care and Allied Health	20
Program Assistant D	20
Program Assistant Interpreter	23
Programmer Analyst A	24
Programmer Analyst B	25
Project Leader Analyst	29
Purchasing Manager	30

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Receiver A	18
Receiver B - 8 hour day	20 (Plus 4 additional PG)
Reference Assistant	27
Reporting and Planning Analyst	30
Research Analyst	27
Research Assistant	23
Room Booking Clerk	20
Scheduling Assistant	20
Secretary	18
Senior Accounting Clerk	26
Senior Administrative Services Clerk	24
Senior Audiovisual Technician	25
Senior Audiovisual Technician Production	29
Senior Audiovisual Technician Technical	29
Senior Bookstore Assistant	20
Senior Computer Operator	22
Senior Food Services Worker	16
Senior Food Services Worker B	18
Senior Graphic Designer	28
Senior Programmer Analyst	28
Senior Secretary	20
Senior Supervisory Clerk	22
Senior Web Application Developer	27
Senior Word Processing Operator	20
Service Assistant Collision Estimator	23
Service Desk Analyst	22
Sign Language Interpreter	27
Sound Technician	23
Stores Clerk	16
Stores Clerk - 8 hour day Food Services	16 (Plus 4 additional PG)
Stores Clerk Bookstore	16
Stores Clerk Receiver	16
Student Data Clerk	20
Student Data Clerk B	22
Student Records Clerk B	18
Student Records Clerk C	20
Student Records Manager	25
Student Services Assistant A	20
Student Services Assistant B	22

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Student Services Assistant B Community and Career Education	22
Student Services Assistant B Counselling	23
Student Services Assistant C	24
Supervisor, Classroom and A/V Technology	29
Systems Analyst	30
Technical Assistant Printing Production	24
Technical Services Supervisor	28
Technical Writer	22
Telephone Operator Receptionist	16
Telephone Systems Manager	28
Toolroom Equipment Specialist	20
Typewell Transcriber	27
Video Technician	24
Web Manager	27
Web Technician	25
Word Processing Operator A	16
Word Processing Operator B	16
Word Processing Supervisor	20
Work Experience Advisor	24
Work Experience Supervisor	25

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A-2.6 By Pay Grades

Classification	Pay Grade
Audiovisual Technician Assistant	14
Audiovisual Technician Trainee	14
Barista	14
Clerk Typist	14
Computer Assistant Trainee	14
Computer Programmer Operator Trainee	14
Food Services Cashier	14
Food Services Stores Clerk	14
Food Services Worker	14
Laundry Attendant	14
Library Aide	14
Office Assistant	14
Office Clerk A	14
Admissions Clerk A	16
Admissions Receptionist	16
Clerk Cashier A	16
Clerk Cashier B	16
Contract Services Clerk	16
Data Entry Clerk A	16
Library Assistant A	16
Office Clerk B	16
Office Clerk C	16
Program Assistant A	16
Senior Food Services Worker	16
Stores Clerk	16
Stores Clerk Bookstore	16
Stores Clerk Receiver	16
Stores Clerk - 8 hour day Food Services	16 (Plus 4 additional PG)
Telephone Operator Receptionist	16
Word Processing Operator A	16
Word Processing Operator B	16
Admissions Clerk B	18
Bookstore Cashier	18

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Bookstore Clerk	18
Bookstore Clerk Cashier IEC	18
Building Services Clerk	18
Clerk Cashier C	18
Clerk Specialist A	18
Clerk Specialist B	18
Computer Programmer Operator	18
Duplicating Equipment Operator	18
First Aid Attendant	18
First Aid Attendant Clerk Typist	18
Health Services Clerk	18
Laundry Supervisor	18
Library Assistant B	18
Library Assistant C	18
Payroll Benefits Clerk	18
Program Assistant B	18
Program Assistant C	18
Receiver A	18
Secretary	18
Senior Food Services Worker B	18
Student Records Clerk B	18
Accommodation Assistant	20
Accounts Payable Clerk	20
Administrative Services Clerk	20
Admissions Clerk C	20
Bookstore Assistant	20
Buildings and Grounds Operations Assistant	20
Ceremonies Word Processing Clerk	20
Clerk Specialist C	20
Computer Helpdesk Analyst	20
Computer Programmer	20
Data Entry Clerk B	20
Duplicating Supervisor	20
Electronic Stores Maintenance Clerk	20
Financial Aid Clerk	20
First Aid Attendant Clerk Cashier	20
First Aid Attendant Office Clerk C	20

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First Aid Clerk Specialist A	20
Food Services Supervisor	20
Food Services Supervisor Purchasing Clerk	20
Graduation Registrars Publication Clerk	20
Health Services Clerk First Aid Attendant	20
Instructional Assistant A	20
Instructional Assistant B	20
Library Assistant D	20
Library Technician A	20
Personnel Clerk	20
Program Assistant C Continuing Care and Allied Health	20
Program Assistant D	20
Receiver B - 8 hour day	20 (Plus 4 additional PG)
Room Booking Clerk	20
Scheduling Assistant	20
Senior Bookstore Assistant	20
Senior Secretary	20
Senior Word Processing Operator	20
Student Data Clerk	20
Student Records Clerk C	20
Student Services Assistant A	20
Toolroom Equipment Specialist	20
Word Processing Supervisor	20
Accounting Clerk A	22
Accounting Clerk B	22
Assistant Building Services Manager - 8 hour day	22 (plus 4 additional PG)
Client Support Analyst A	22
Computer Support Technician	22
Department Assistant	22
Distributed Learning Support	22
Educational Advisor	22
Financial Aid Assistant	22
Help Desk Analyst	22
Industrial Program Assistant	22
Instructional Assistant C	22
Instructional Assistant D	22
Instructional Assistant Trades	22

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Job Search Advisor	22
Junior Buyer	22
Laboratory Demonstrator A	22
Library Assistant E	22
Library Systems Technician Project Support	22
Library Technician B	22
Library Technician C	22
Library Web Developer	22
Moodle Media Developer	22
Procedures Planner Absence Reporting	22
Senior Computer Operator	22
Senior Supervisory Clerk	22
Service Desk Analyst	22
Student Data Clerk B	22
Student Services Assistant B	22
Student Services Assistant B Community and Career Education	22
Technical Writer	22
Aboriginal Advisor	23
Administrative Assistant	23
Admissions Advisor	23
Admissions Clerk D	23
Assistant Instructional Support	23
Business Administrator	23
Cashier Supervisor	23
Community Liaison	23
Dean's Assistant	23
Department Assistant International Education Centre	23
Foundation Assistant	23
Health and Safety Assistant	23
Human Resources Assistant	23
Instructional Assistant D International Education Centre	23
Instructional Assistant D Retail Meats	23
Instructional Assistant ESL Outreach	23
Instructional Assistant Interpreter	23
Instructional Assistant Journalism	23
Instructional Assistant Support & Senior Administrative Clerk	23
Library Systems Technician	23

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LMA Case Liaison	23
Payroll Clerk	23
Program Assistant Interpreter	23
Research Assistant	23
Service Assistant Collision Estimator	23
Sound Technician	23
Student Services Assistant B Counselling	23
Accounts Receivable Clerk	24
Advertising Production Assistant	24
Audiovisual Technician Multimedia	24
Automotive Collision Multimedia Technician	24
Financial Analyst	24
Instructional Assistant D Supervisor	24
Instructional Assistant ESL	24
Laboratory Demonstrator B	24
Library Technician D	24
Programmer Analyst A	24
Senior Administrative Services Clerk	24
Student Services Assistant C	24
Technical Assistant Printing Production	24
Video Technician	24
Work Experience Advisor	24
Administrative Services Manager	25
Administrative Services Manager Continuing Studies	25
Audiovisual Technician	25
Budget Accounting Specialist	25
Buyer	25
Coordinator Scheduling	25
Development Officer	25
Education and Media Technologist	25
Instructional Assistant Tutor	25
International Education Assistant	25
Library Technician E	25
Photographer	25
Programmer Analyst B	25
Senior Audiovisual Technician	25
Student Records Manager	25

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Web Technician	25
Work Experience Supervisor	25
Accounting Supervisor	26
Admissions and Scheduling Supervisor	26
Audiovisual Maintenance Technician & Repair Technician	26
Building Services Manager - 8 hour day	26 (Plus 4 additional PG)
Client Support Analyst B	26
Computer Support Analyst	26
Content Writer	26
Coordinator Data Analysis	26
Disabilities Services Advisor	26
Enrolment Reporting Analyst	26
ESL Computer and Audio Labs Supervisor	26
Financial Aid Advisor	26
Graphic Designer	26
Laboratory Demonstrator Sciences	26
Learning Disability Tutor A	26
MAC Support Analyst	26
Operations Supervisor A	26
Production Coordinator	26
Senior Accounting Clerk	26
Assessment Centre Supervisor	27
Circulation Services Supervisor	27
Coordinator Media Relations	27
Desktop Specialist	27
Financial Aid Supervisor	27
Interpreter Brailist	27
Laboratory Demonstrator C	27
Learning Disability Tutor B	27
Library Systems Manager	27
Marketing and Communications Coordinator	27
Marketing and Communications Officer	27
Operations Supervisor Computer Centre	27
Reference Assistant	27
Research Analyst	27
Senior Web Application Developer	27
Sign Language Interpreter	27

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Typewell Transcriber	27
Web Manager	27
Business Analyst	28
Client Services Supervisor	28
Communications Officer	28
Educational Technology Services Supervisor	28
Lead Interpreter Brailist	28
Lead Sign Language Interpreter	28
Network Specialist	28
Senior Graphic Designer	28
Senior Programmer Analyst	28
Technical Services Supervisor	28
Telephone Systems Manager	28
Building Services Manager B - 8 hour day	29 (Plus 4 additional PG)
Coordinator Accountability Reporting	29
Coordinator Enrolment Analysis	29
Facilities Manager	29 (Plus 4 additional PG)
Information Security Specialist	29
Laboratory Demonstrator D	29
Production Services Supervisor	29
Project Leader Analyst	29
Senior Audiovisual Technician Production	29
Senior Audiovisual Technician Technical	29
Supervisor, Classroom and A/V Technology	29
Bookstore Manager	30
Computer Operations and Programming Supervisor	30
Enrolment Analysis Coordinator	30
Purchasing Manager	30
Reporting and Planning Analyst	30
Systems Analyst	30

SCHEDULE B Letters of Understanding

B-1 Job Sharing

Employees who wish to participate in job sharing arrangements should apply to Human Resources and the Union. The College will attempt to accommodate requests on a time-limited basis. Job sharing arrangements will only be implemented where there is mutual agreement of the College and the Union.

B-2 Use of Agency Employees

- a) The College will minimize the use of agency personnel through the internal recruitment of temporary or casual employees.
- b) The College will offer work to employees on the recall list who have the ability to perform the work prior to going to an agency.
- c) Agency hires beyond one month will require the approval of the Union which will not be unreasonably denied.
- d) The College will advise the Union of all agency hires.
- e) When employees of outside employment agencies are used by the College they will be treated in the same manner as casual employees as outlined in the Collective Agreement; however the following will not apply:
 - Clause 2.6.5, Clause 2.6.6, Clause 2.6.8 and Clause 2.6.9 (Payment in lieu of Vacation, General Holidays, Christmas Break and Benefits);
 - Article 3.2 (Filling Vacancies);
 - Article 3.6 (Temporary Reappointment Rights);
 - Article 11 (Position Evaluation; except that the Union retains its rights contained in Clause 11.2.1);
 - Article 12.9 (Uniforms, Gloves, Aprons and Boots; boots will not apply);
 - Clause 12.12.3 (Car Insurance);
 - Article 14.1 (Annual Vacation);
 - Article 14.2 (General Holidays);
 - Article 18.0 (Layoff, Severance Pay and Recall);
 - Article 20.0 (Career Development and Education);
 - Schedule B 1 (Job Sharing).
- f) Agency workers will be paid 8% in lieu of the benefits listed in Clause 2.6.8.
- g) The College will remit the appropriate Union dues.

B-3 Students and Bargaining Unit Work

- a) It is not the intent nor the practice of the College to replace Union members with students in the performance of normal College operations.
- b) Many of the programs that the students are being taught in require them to perform functions and work similar to that performed by Union members.
- c) It must be recognized that the attainment of legitimate educational goals will involve the occasional assignment of work to students that may be perceived as bargaining unit work.
- d) The College is prepared to meet and discuss the Union's concerns regarding the assignment of this work in order to achieve the educational objectives of the College.
- e) The Union reserves the right to grieve any abuse of this.

B-4 Parenting Leave

It is the intention of the College and the Union that Article 17.0, Parenting Leaves, is not discriminatory. If it is claimed that any of Article 17.0 is discriminatory, or if future legal decisions or legislation change matters, the Parties will meet and attempt to agree on what, if any, changes are necessary to this Agreement. If the Parties cannot agree, either Party may refer the matter to an arbitrator as provided for in Article 10.5 or Article 10.6 for a final and binding decision.

B-5 Employee and Family Assistance Plan

During the 1998 negotiations, the Parties discussed the introduction of an Employee and Family Assistance Plan. It was agreed that this Plan should be made available to all employees. The Parties will refer this matter to the Benefits Committee to explore alternatives that may be available to fund the Plan.

B-6 Pay Equity

- a) Future pay equity monies will be placed in a trust fund and the principal be used to cover costs to the College for any future pay equity adjustments.
- b) The money in this trust fund, including interest, will not be used until the Union and the College have agreed on a method of distributing the pay equity money.
- c) The Union and the College will refer the matter of distribution of the pay equity money to the Consultation Committee (Article 9.1) for resolution. The makeup of the Consultation Committee may be expanded to allow either Party to have appropriate resource people available.

B-7 Housekeeping Changes

The housekeeping changes and editing of the Agreement into plain English agreed to during the 1998 negotiations do not in any way change the intent, interpretation or application of the 2010/14 Agreement except where the Parties have changed the Agreement as indicated in bold type. Any articles inadvertently omitted by this process will be included and form part of the new Agreement.

B-8 Vancouver Community College Faculty Area Hiring Recommendation Committee

The College commits to request the VCCFA that a CUPE member be added to the VCC Faculty Area Hiring Recommendation Committee where appropriate.

B-9 Effective Dates

The effective date for all changes to the Agreement will be the date of ratification, (March 18, 2013) unless specified otherwise.

B-10 Position Evaluation

The Parties will jointly develop rules and procedures for the transition from the initial review phase to the ongoing evaluation system. Previous agreements and understandings reached during the implementation of the Gender Neutral Position Evaluation Plan will continue until the original process has been completed and will be considered in the above-referenced development of transitional rules and procedures.

B-11 Working at Home

The parties will meet within 90 days of the ratification of this Agreement to reach an agreement on a Letter of Understanding on Telework/Working from Home.

It is understood that Telework/Working from Home is a strictly voluntary practice on the part of the employee(s).

B-12 Employees who Receive Work Related Phone Calls at Home

This Letter of Understanding applies to employees in positions which are expected to receive work related phone calls outside of their normal working hours.

- a) Employees who are expected to receive work related phone calls outside of their normal working hours will not unreasonably refuse to accept such calls.

b) The positions authorized and expected to receive phone calls outside working hours are:

- Assessment Centre Supervisor
- Bookstore Manager
- Building Services Manager
- Cashier Supervisor
- Circulation Services Supervisor
- Client Services Supervisor
- Duplicating Supervisor
- Educational Technology Services Supervisor
- Financial Aid Supervisor
- Purchasing Manager
- Senior Audio Visual Technician Production
- Senior Audio Visual Technician Technical
- Student Services Assistant c (Counselling)
- Such additional positions as are authorized by Human Resources.

c) When employees accept business calls outside their normal working hours they will receive a stipend of \$10.00 per call to a maximum of \$1,200.00 per year.

d) This Letter of Understanding applies to calls received from the College and its authorized agents.

B-13 Work Experience Placements for Practicum Students with the Information Technology Program

The Parties of this Letter of Understanding agree that the provision of work experience for Vancouver Community College students is in the best interest of the community as a whole and students in particular. The purpose of this Letter of Understanding is to set in place the framework within which work experience placements for students in the Information Technology Program will operate.

B-13.1 Terms of Reference

- a) For the purpose of this Agreement, a work experience placement is destined to introduce students to specific work experiences and skills by placing the student in a working environment for a prescribed period of time in order that the student can experience firsthand the demands of the workplace, jobs and skills s/he will face when entering the workforce.
- b) The Information Technology Program (IT) requires that students serve an unpaid practicum as part of their course work. The College will place some students in the department of Information and Computing Services to assist the students to gain experience in the provision of hardware and software support for desktop computers.

B-13.2 Required Qualifications

These positions are only available to VCC students who are placed through the College's IT Program. Students will be required to work at various locations within the College.

B-13.3 Employment Issues

- a) A student in a work experience placement will not replace a regular, part-time or casual employee who is on layoff or whose job has been eliminated due to budget cuts or "downsizing". Should a layoff of the affected employee(s) occur during the placement, the placement will be terminated.
- b) At no time will a student be placed or remain in a workplace during an industrial relations dispute between the Union and the Employer. (It is understood that such disputes will not include grievances)
- c) Students who subsequently enter the workforce will not be given special hiring or promotional preference over existing employees and will be treated in accordance with Article 3.0 of the Collective Agreement.

B-13.4 Safety Issues

- a) On or before the first day of the work experience placement and before any hands-on tasks or job shadowing are performed, the student will be given a general as well as site specific occupational health and safety training orientation.
- b) The student will be provided with all appropriate safety equipment needed for that work site as required by the Workers' Compensation Board.
- c) The College will provide Workers' Compensation coverage for the student.

B-13.5 Employee / Student Issues

- a) An employee is not required to accept a student placement but will not unreasonably refuse a replacement. If an employee agrees to a student placement, the employee will be paired with the student at all times. All members in the Department will receive orientation and be made aware of the terms of this Agreement.
- b) At no time will a student be required to fill in for employees who are off sick or asking for time off. If the employee paired with the student is off work, the student will be paired with someone else.
- c) The employee who is paired with a student will be provided adequate time with the student without penalty or threat of discipline.
- d) Every effort will be made to place the student on the Monday to Friday day shift. Where this is not possible, the Union will be notified in advance.
- e) Students may work with confidential records, and will be given instruction concerning protection of confidential and personal information.
- f) Prior to starting the work experience placement, the student(s) may receive a brief orientation by a Union Representative as to the role of the Union in the workplace.
- g) Students will not be given network administrative login access.

B-13.6 Examples of Duties

- a) Under the direction of the ICS technical staff, they will assist in the implementation, maintenance and support of various networked applications packages such as WordPerfect, MS-Office, Netscape and KEA and operating systems such as DOS, Windows 3.11, 95, NT Workstation and MAC/OS connected to NetWare 4.x / 5.x and UNIX servers.
- b) Assist the ICS technical staff in resolving client issues such as network printing, networked workstations and applications.
- c) Assist in maintaining the ICS department's hardware and software inventory.

B-13.7 Notification of Intent to Place a Student

The Union will be notified in writing of the intent of a work experience program and a list of participating students and work locations will be provided to the Union. The Union should notify the Employer if they have concerns regarding a placement.

The parties agree that these students are not employees and are not covered by the Collective Agreement between the College and the Union.

B-14 Classification Titles and Pay Rates – Schedule A4

A sub-committee consisting of one representative from each party will meet within 30 days of the signing of the Collective Agreement to reach an agreement on revised classification titles to be included in the Collective Agreement as Schedule A4 – Allocation of Categories to Paygrades as at January 2005.

B-15 Part-Time Personal Leaves of Absence

The parties agree that earned entitlements for employees who are granted part-time leaves of absence will be pro-rated based on the number of hours worked in each bi-weekly pay period. This will be done in a manner consistent with the accrual of these entitlements for other part time employees (permanent and temporary) as stated in the Collective Agreement.

B-16 Joint Review Process of Employee Health and Welfare Benefits (Articles 14.4, 14.10, 14.11, 14.12 and 14.14)

The parties to this Agreement recognize that the cost of benefits must be contained to ensure the Long-Term sustainability of benefit plans.

The parties agree for the term of this Agreement to establish a Joint Committee to examine and make recommendations that relate to cost containment, cost efficiencies, and new measures for the maximization of current benefit resources to ensure the sustainability of employee health and welfare benefits. The Joint Committee may seek joint approval from their principles to implement new measures for cost containment or cost efficiencies on a trial basis during the term of this Agreement.

The health and welfare benefits to be included in the review include:

- Article 14.4 Sick Leave
- Article 14.11 Extended Health Benefits Plan
- Article 14.12 Dental Plan
- Article 14.14 Group Life Insurance

The Joint Committee will be made up of 3 representatives from each of the parties.

The Joint Committee will meet initially within 60 days of ratification of this Agreement and provide a preliminary report with recommendations within 8 months of ratification of this Agreement. The report will be submitted to the parties' principals, including the CUPE National Representative, CUPE 4627 President and Chief Shop Steward, Director Human Resources and Vice Presidents Finance and Advancement and Education Services.

Implementation of any recommendation will be done on a trial basis for at least 6 months. The Joint Committee will establish performance measures to assist in assessing the viability of any trial measure(s). An assessment and review of the results of the trial measure(s) will be provided to the parties' principals within 2 months of the completion date of the 6 month trial period.

The Parties agree that in the event that cost containment results in cost savings then a compensation trade-off among benefits may be negotiated.

The College will pay for approved costs that may arise to obtain advice or information to support the work of the Committee.

B-17 Joint VCC/CUPE Goal Sharing Plan(s)

The parties agree that during the term of this Agreement opportunities for specific goal sharing plan(s) will be considered and discussed.

It is understood that goal sharing plan(s) consist of implemented changes in work rules or processes by CUPE members that are agreed to by each party, are without a cost impact to the College and that results in real savings to the College. A goal sharing plan would provide for CUPE members to receive, a portion of the real and demonstrated ongoing savings quantified and established on the basis of productivity measures agreed to between the parties over a set timeframe or achieved during the term of this Agreement.

It is further understood that each specific goal sharing plan must be approved by PSEC prior to implementation and the subsequent realization of savings may not be shared with CUPE members until the College has substantiated the realization of savings for each year to PSEC and PSEC has authorized payment of a portion of the real and demonstrated savings to the CUPE members.

This Letter of Understanding will expire at the end of the term of this Agreement.

B-18 Pay Notification Statements

From the date of ratification of this Agreement to September 30, 2006, the College will make a pay notification statement available to employees upon request by an employee.¹

¹ Amended October 2004

B-19 Labour Market Adjustment

Insofar as it is recognized by both parties to this Agreement that there is need to ensure that the Employer is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:

1. The College will create a Support Staff Labour Market Adjustment Fund ("Fund") in the amount equal to 0.1% of the annual support staff compensation of the bargaining unit for each year of the Agreement in which there is a wage increase.
2. The annual credit to the Fund will occur effective October 1st for 2006 through 2009.
3. Upon the request of either party during the term of this Agreement, the College and CUPE Local 4627 will meet to consider Support Staff Labour Market Adjustments that pertain to particular support staff positions and that will be set out in a Letter of Understanding that is subject to ratification by their respective accredited bargaining agents.
4. The Support Staff Labour Market Adjustment Plan agreed to by the parties will be subject to the following conditions:
 - The compensation for specific support staff positions will be adjusted by payment of a labour market adjustment stipend provided that there is a demonstrated recruitment and/or retention problem that can be objectively determined with reference to specific criteria as set by the Public Sector Employer's Council.
 - The form, level and duration of compensation adjustment for those job classifications will be specified in the Letter of Understanding for the Labour Market Adjustment(s).
5. This Letter of Agreement will expire upon the expiry of this Agreement unless the Letter is expressly continued by the parties' bargaining settlement for renewal of this Agreement.

B-20 Fiscal Dividend

THE PARTIES AGREE AS FOLLOWS:

Having agreed that the term of the Collective Agreement is to be from October 1, 2004 to September 30, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC Government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.
2. The quantum of the Fund accessible for the parties to this Agreement will be based on the Province's audited financial statement as at March 31, 2010.
3. The Fund will be determined as follows:
 - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
4. The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the College on March 31, 2010.
5. The Fiscal Dividend Bonus will be a one-time payment, paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus payment, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus payment for an employee who worked less than full-time work over this period will be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on paid leaves, listed as follows, shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:
 - Sick leave, including leave for family illness
 - Bereavement leave
 - Jury duty and court appearance
 - Workers' Compensation claim
 - Vacation
 - Maternity or parental leave(s)
 - Short-term disability
 - Long-term disability that commenced between April 1, 2009 to March 31, 2010.

6. The Fiscal Dividend Bonus, once received from the Government, will be paid to employees as soon after March 31, 2010 as is practical for the College to determine and pay the Bonus payment amount to employees.

B-21 Teleworking (Working Remotely)

The Parties recognize that 'telework' offers significant benefits to individual employees and to the college. It can also lead to a reduction in carbon emissions. Telework is seen as an opportunity to promote staff retention, enhance recruitment prospects and reduce absenteeism.

The Parties further agree to implement telework on a one year trial basis with the following terms:

B-21.1 Definition

For the purposes of this Letter of Understanding, telework is defined as work that can be performed at the College, but is approved to be done remotely.

B-21.2 Committee

A Joint Teleworking Committee will be established consisting of not more than 3 administrators of the College and 3 representatives of the Union. The Committee shall report its findings and any recommendations to the members of the Union Executive and College Leadership, by August 31, 2013.

B-21.3 Teleworking Terms

1. The provisions of the Collective Agreement remain in effect for the employee. In the event a 72 hour strike or lockout notice is filed, no later than the next calendar day, the College will recall all employees working remotely to immediately resume working from their college provided workspace at the College's premises. At no time will the College allow Teleworking or Remote Working during the notice period for strike or lockout or during a strike or lockout.
2. While involved in telework, individuals continue to be employees of the College and retain all rights and benefits in the Collective Agreement. Employee status, salary, hours of work, benefits and job responsibilities will not change due to participation in telework. Shift premiums will not apply, unless the shift is implemented at the direction of the College.
3. Telework is voluntary and may be terminated with 30 days written notice by either the employee who is teleworking or the College, with reasons for the termination forwarded to the Union. Upon mutual agreement, the College and the union retain the right to terminate a teleworking arrangement immediately or with less than 30 days' notice.
4. The Parties agree that no employee shall be required to telework.
5. The teleworking employee will retain some form of work space at the College and access to co-workers.

B-21.4 Eligibility and Selection Criteria

1. A statement outlining the telework arrangements and clear performance expectations will be discussed with the employee and signed by the employee and the College. A signed copy will be sent to the Union.
2. Each telework proposal will be submitted to Human Resources with a copy to the Union.
3. Each proposal will be considered on its own merits, taking into account the nature of the work, the requirements of the College and the proposal of the employee.
4. Employees with proven satisfactory performance, as discussed and documented, as part of the “Strengths and Development Review” process, will be considered for teleworking opportunities. Concerns regarding performance should have been brought to the attention of the employee prior to the submission of a telework proposal.
5. Any proposal for telework that is not approved will be subject to review for the Joint Teleworking Committee. Reasons for denial will be provided to the Union and the employee, upon request.
6. Where multiple employees request and are eligible for telework, seniority will be the determining factor in accordance with 7.1.9 as it relates to access to preferred assignments.

B-21.5 Technology Requirements

1. The employee is responsible for having access to a computer in the remote location. The college will provide the necessary software for the teleworkers to connect to the VCC environments.
2. The College will only provide support to the employee for obtaining connectivity to the College network. The employee is responsible of hardware and software issues not associated with the connectivity software.
3. Employees who have been provided computers such as laptops and are teleworking will have full computer support from the college provided no other applications have been installed on the laptop.
4. The teleworking employee is responsible for workplace ergonomics.

B-21.6 Employee Responsibilities

1. Employees are responsible for handling all the College's confidential documents and exclusive information in a secure manner all times, as if being at the physical workplace; and in accordance with College policy and Freedom of Information and Privacy Protection Act (FOIPPA).
2. In consultation with the College Occupational Health and Safety Committee, Human Resources will provide the employee with written guidelines to ensure that the telework place is adequately equipped and maintained from a health and safety perspective.
3. Employees on a teleworking arrangement cannot use this as an opportunity for dependent care. Employees must ensure that dependent care arrangements are in place and that personal responsibilities are managed such that the employee can be productive and successfully meet their job responsibilities.
4. Should a situation occur that prevents the teleworker from operating normally (technology interfaces are deficient or not working, etc.) the teleworker shall be responsible for contacting their supervisor/manager as quickly as possible. The teleworkers shall not incur any loss of wages due to circumstances beyond their control and the College reserves the right to interrupt telework temporarily and call the employee back to their usual place of work until the situation is resolved.
5. Teleworkers shall attend meetings, training sessions and other scheduled activities. Employees will be advised as far in advance as possible but not less than three (3) days. Teleworkers can attend meetings by video or audio conferencing.
6. Teleworkers may be required to work at the college to accommodate emergency circumstances. A minimum of 24 hours notice will be provided to the employee.
7. The Parties recognize and respect an employee's right to privacy in their home. In the event of an injury claim arising from Tele-work / Working Remotely and a JH&S committee investigation of the location is required, a minimum of 24 hours' notice will be provided to the employee, union and those Parties otherwise affected. In emergency situations, less than 24 hours' notice may be required. The investigation will be limited to the actual workspace. No information related to any other space may be contained in, or referenced in any report issued by the JH&S Committee or used by the College in any disciplinary proceedings.

This letter of Understanding will remain in effect until the expiry of the CUPE Local 4627 Collective Agreement dated October 1, 2010 – September 30, 2014.

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SCHEDULE C

C-1 Grievance Procedure Chart

Step	Timing to Initiate or Advance	Method to Initiate or Advance	Meeting to Happen	Who's Involved	Response to Meeting	Comments
1*	Option to proceed directly to Step 2, or: Within 20 working days of becoming aware of problem	Verbal to Supervisor	Within 20 working days of becoming aware of problem	-Grievors -Steward (optional) -Supervisor	Verbal or written to Grievors and Steward within 5 working days of meeting	Step 1 is optional. Grievors, Steward provided preparation and meeting time at all stages of grievance process. (ref. 10.8)
2	Within 20 working days of becoming aware (if initiated at Step 2); or, within 15 working days of Step 1 response	Grievance form (ref C-2) to appropriate Human Resources Representative with copy to Union Office	Within 5 working days of receiving grievance	-Grievors -Steward -Supervisor -Appropriate Administrator or delegate	Written to Steward with copy to Union Office within 15 working days of meeting	Grievance Form errors or omissions may be corrected at Step 3, will not cause grievance to be lost (ref. 10.0.5, 10.2) Non-selection grievances start at Step 2 (ref. 3.2.12)
3	Within 7 working days of Step 2 response	Written to Union Representative and Manager of Labour Relations	As soon as possible	-Grievors -Steward -Union Representative -Appropriate Human Resources Representative	Written to Union Representative within 15 working days of the meeting	Union policy grievances start at Step 3. Grievances re: dismissal, lengthy suspension, benefits or payroll may start at Step 3 (ref. 10.9.2)
4	Option to proceed directly to Step 5, or: Within 10 working days of Step 3 response	Written to Representative of Human Resources	Within 20 working days of receipt of the request	As in Step 3 plus Investigator	Written to Union and Human Resources within 20 working days of the request	Step 4 is optional. Non-binding; costs shared equally; no lawyers (ref. 10.4)
5	Within 25 working days of Step 3 or 4 response	Written to Representative of Human Resources	When able to schedule	As in Step 3 plus Arbitrator or 3 person Arbitration Board	Written to Union and Human Resources as soon as possible	Final and binding; costs shared equally; option to use lawyers (ref 9.5)

*Step is Optional - Can Go Direct to Next Step

C-2 Grievance Form

Date:

Grievance #:



CUPE 4627 GRIEVANCE FORM

Grievor: _____

Employer: _____

Form Given to: _____
(Name and Title)

I/We Claim that:

For VCC Use Only: ARTICLES VIOLATED

Therefore, I/we request:

Name: _____
(Shop Steward or Union Staff Rep.)

Date: _____

cc: CUPE 4627 file
Chief Shop Steward

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SCHEDULE D Annual Vacation Entitlement

Seniority Date Year	Year of Vacation							
	2007	2008	2009	2010	2011	2012	2013	2014
2014	-	-	-	-	-	-	-	84*
2013	-	-	-	-	-	-	84*	119
2012	-	-	-	-	-	84*	119	119
2011	-	-	-	-	84*	119	119	119
2010	-	-	-	84*	119	119	119	119
2009	-	-	84*	119	119	119	119	119
2008	-	84*	119	119	119	119	119	154
2007	84*	119	119	119	119	119	154	154
2006	119	119	119	119	119	154	154	154
2005	119	119	119	119	154	154	154	154
2004	119	119	119	154	154	154	154	154
2003	119	119	154	154	154	154	154	189
2002	119	154	154	154	154	154	189	189
2001	154	154	154	154	154	189	189	189
2000	154	154	154	154	189	189	189	189
1999	154	154	154	189	189	189	189	189
1998	154	154	189	189	189	189	189	196
1997	154	189	189	189	189	189	196	196
1996	189	189	189	189	189	196	196	196
1995	189	189	189	189	196	196	196	196
1994	189	189	189	196	196	196	196	224
1993	189	189	196	196	196	196	224	224
1992	189	196	196	196	196	224	224	224
1991	196	196	196	196	224	224	224	224
1990	196	196	196	224	224	224	224	224
1989	196	196	224	224	224	224	224	224
1988	196	224	224	224	224	224	224	224
1987 or earlier	224	224	224	224	224	224	224	224

*Prorated based on the percentage of a calendar year worked.

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