

**OFFER OF SETTLEMENT**  
**between**  
**Vancouver Community College**  
**(hereinafter called "the Employer")**  
**And**  
**Vancouver Community College Faculty Association**

**Dated: August 06, 2020**

**Time:** electronically provided at approximately 4.45 pm

**Introduction**

The following package of items is to be considered an Offer for Settlement ("the Offer") submitted by the Employer to the Union for the renewal of the 2014-2019 Collective Agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn.

Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

Should this Offer be accepted as presented the date of ratification will be the date the parties, including the PSEA Board of Directors conclude the ratification of their 2019-2022 Collective Agreement.

Memorandum of Agreement

between

VANCOUVER COMMUNITY COLLEGE

(referred to as "the Employer")

And

VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION

(referred to as "the Union")

*"Errors and omissions Excepted"*

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF VANCOUVER COMMUNITY COLLEGE, ACTING ON BEHALF OF VANCOUVER COMMUNITY COLLEGE (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE VANCOUVER COMMUNITY COLLEGE BOARD;

**AND**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE FACULTY ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2019 AND EXPIRING MARCH 31, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreements shall be for 36 months from April 1, 2019 to March 31, 2022 both dates inclusive.

**3. Effective Dates**

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Agreement, unless otherwise specified.

4. SCHEDULE "A"

The Employer and the Union agree that the 2014-2019 Common Agreement with the listed modifications shall be attached to the 2019-2022 Collective Agreement between the Employer and the Union.

5. SCHEDULE "B1" and "B2"

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedules "B1" and "B2".

6. SCHEDULE "C"

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "C".

7. Except as identified above, all other proposals tabled by the parties are withdrawn without prejudice.

8. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

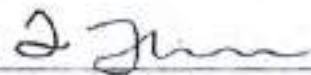

This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 6 day of August, 2020.

BARGAINING REPRESENTATIVES  
FOR THE EMPLOYER:

  
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\_\_\_\_\_  
Jo Ellen Z. Han  
\_\_\_\_\_  
  
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BARGAINING REPRESENTATIVES  
FOR THE UNION:

  
\_\_\_\_\_  
Karen Brooke  
\_\_\_\_\_  
Alan White  
\_\_\_\_\_  
B. Kuemina  
\_\_\_\_\_  
Reindeer Morgan  
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\_\_\_\_\_  
Walter Lowan  
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# SCHEDULE A

## LETTER OF AGREEMENT

### MODIFIED VERSION OF THE 2014-2019 COMMON AGREEMENT APPLICABLE TO THE 2019-2022 VANCOUVER COMMUNITY COLLEGE AND VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION COLLECTIVE AGREEMENT

The parties agree that the terms of the 2014-2019 FPSE Common Agreement form part of the 2019-2022 Collective Agreement between Vancouver Community College and the Vancouver Community College Faculty Association with the following exceptions:

1. Article 2.7
2. Article 3.2
3. Article 5.4
4. Article 6.1, 6.2, 6.3, 6.4.1, 6.4.3, 6.5.2
5. Article 7.6
6. Article 7.7
7. Article 7.8
8. Article 7.10
9. Article 8
10. Article 9.1, 9.2.1 (a), 9.2.1 (b) (i), (ii), (iii), (vi) and (vii), 9.2.1(c), 9.2.2 and 9.2.3
11. Article 10.1
12. Article 12
13. Article 13.4
14. Article 17
15. Appendix A
16. MOU Economic Stability Dividend
17. Appendix B
18. Appendix C
19. Appendix D
20. Appendix E1
21. Appendix E2
22. Letter of Understanding 1
23. Letter of Understanding 2
24. Letter of Understanding 4; Review of Collective Agreements
25. Letter of Understanding 5; Working Committee on Secondary Scales

The terms listed above (1 to 25) do not form part of the 2019-2022 VCC-VCCFA Collective Agreement nor have applicability when reading the 2014-2019 Common Agreement. The terms listed above (1 to 25) will be identified as deleted by way of strikethroughs.

This agreement on the terms of the 2014-2019 Common Agreement expires with the term of the 2019-2022 VCC-VCCFA Collective Agreement, and thereafter the terms of the 2014-2019 Common Agreement

will only apply to the Collective Agreement between VCC and VCCFA with further written agreement of the parties.

Any provisions of Article 13.3 which are listed as exceptions above shall not apply to the Collective Agreement between VCC and VCCFA. The parties agree that any provisions of Article 13.3 that do not apply shall be identified as deleted by way of strikethroughs.

## SCHEDULE B1

### 1. General Wage Increases

- Effective the first day of the first full pay period after April 1, 2019 all wage scales in the collective agreement which were in effect on March 31, 2019 shall be increased by two percent (2%).\* The new rates will be rounded to the nearest whole cent or dollar as applicable.
- Effective the first day of the first full pay period after April 1, 2020, all wage scales in the collective agreement which were in effect March 31, 2020 shall be increased by two percent (2%).\* The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective the first day of the first full pay period after April 1, 2021, all wage scales in the collective Agreement which were in effect March 31, 2021 shall be increased by two percent (2%). 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 on the date of ratification. Notwithstanding the foregoing, any former employees who worked for Vancouver Community College and were part of the bargaining unit between April 1, 2019 and the date of ratification must apply to Vancouver Community College within eight (8) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

### 2. Term of Agreement

1.2.1 This Agreement shall be for a term of ~~60-36~~ months from April 1, ~~2014~~ 2019 to March 31, 2019-2022 both dates inclusive.

### 3. 2.2 Auxiliary

“Auxiliary” faculty members are those employed:

- a) for unspecified periods on a day-to-day basis whether for full days or partial days, that do not exceed 19 **consecutive** duty days in duration; or
- b) for specified periods which stipulate starting and ending dates, where the length of the appointment is 3 duty days or less.

Where an Auxiliary faculty member’s appointment exceeds 19 consecutive duty days, the faculty member will be issued a term appointment for the remainder of the work assignment and the College will count retroactively the 19 duty days toward regularization. Auxiliary faculty members are covered by the following provisions: \*

\***Note:** Changes to the chart were signed off by the Parties on January 17, 2020.

4. **3.3.7 Copy of Agreement**

The College shall provide to the Association sufficient copies of this Agreement so that every faculty member can receive a copy. The College shall provide newly appointed faculty members with a copy of this Agreement when they are sent their initial appointment or letter of appointment.

The cost of printing of the Agreement shall be equally shared by the College and the Association.

**The Association and the College desire every faculty member to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason, an electronic version of the Agreement shall be made available on the College's Human Resources website and the VCCFA website. A link to the Agreement will be provided to newly appointed faculty members.**

**An initial seventy-five copies (150 in total) of the finalized Agreement will be printed for each Party. The cost of this initial printing shall be shared equally by the College and the Association. The cost of any additional copies will be the responsibility of the Party seeking to print.**

**The Agreement shall be posted on the Human Resource website and the VCCFA website within thirty (30) days of the Parties concluding its proofreading and signing.**

5. **3.9.4**

*No change with the exception of the following:*

~~\* College will provide by December 31, 2016.~~

**g) Commencing the date of ratification of the 2019-2022 Agreement, the names of faculty members who have requested a pension waiver.**

6. **4.9.2** Probationary regular faculty members shall be evaluated as per Article 16 (Evaluation of Probationary Regular and Term Faculty Members), in order to determine their suitability to perform their duties. In extenuating circumstances and with the mutual agreement of both parties, the probationary period may be extended for a period of up to one additional year. **Agreement shall not be unreasonably withheld.**

7. **4.11.5** Term faculty members entitled to right of first refusal for term appointments shall indicate ~~in writing~~ **by e-mail** their desire for term appointments in a given area. ~~A generic form for doing so will be developed in consultation with the College and Association. Areas may also develop customized forms in consultation with the College and Association. Completed forms~~ **The e-mail** must be submitted to the appropriate Dean or Director and Department Head(s) by May 1 of each year.

## 8. 5.5 Responsibility Allowances

5.5.1 Annual responsibility allowances are payable to faculty members in the following positions in accordance with the rates established in Appendix I, (Salary Schedule):

- Instructional Associates;
- Department Heads;
- Assistant Department Heads and Coordinators II; and
- Coordinators I.

5.5.2 Faculty members appointed or requested to assume fully the duties of Instructional Associates, Department Heads, Assistant Department Heads or Coordinators on a temporary basis for a period of one month or longer, shall receive the applicable allowance as prescribed in Appendix I, (Salary Schedule) for the entire period of temporary assumption of these responsibilities. This clause is not applicable to replacement during the vacation periods of the incumbent being replaced.

## 9. 6.7 Distributed Learning

(See Common Agreement, Article 6.6)

6.7.1 The parties support applications of distributed learning that enhance student access and choice within the framework of a broad and comprehensive range of face-to-face learning opportunities.

6.7.2 Pursuant to Article 6.6.3 of the Common Agreement, the ~~College~~ **Parties** agrees to the following principles regarding the use of distributed learning.

- a) Distributed learning courses, whether, paper based, hybrid, or on-line may require more marking time, administration and preparation time per student than face-to-face classroom instruction. ~~The assignment of workload for all distributed learning development or delivery will be agreed between the College and the Association prior to the work assignment being made, in consultation with the Dean, and the faculty members involved.~~
- b) All provisions of this Agreement including **assigned duty, determination of department** workload profiles, hours of assigned duty, duty days hiring, copyright, evaluation and appraisals **shall apply**.
- c) Faculty members designing distributed learning courses, or revising courses or programs to include distributed learning, may apply for College curriculum development funding.



## 10. 7 BENEFITS

**7.1** The College shall provide all faculty members with relevant documentation regarding the ~~Basic~~ ~~Medical~~, Extended Health, Dental, Life Insurance and College Pension plans at the commencement of their employment.

The above documentation shall also be available to faculty members upon request through Human Resources.

In addition to the details on faculty member benefits provided below, see Appendix III, (Schedule of Benefit Participation and Summary of Benefits During Leaves).

*Consequential renumbering throughout the Article*

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~~7.2.3~~ **7.3.3** Commencing effective June 29, 2015, a **A** faculty member who holds a term appointment at less than half-time, and who is not otherwise eligible for health and welfare benefit coverage under this Agreement, shall be paid an additional 3% of salary in lieu of health and welfare benefit coverage.

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### ~~7.3~~ **7.4 Annual Vacation**

~~7.3.1~~ **7.4.1** The annual vacation in a complete fiscal year for all regular faculty members is 44 duty days (equivalent to 220 hours) and pro-rata.

~~7.3.2~~ **7.4.2** The annual vacation will normally be taken on the basis of one of the following options and, whenever possible, within the fiscal year in which it is earned:

- One period of 44 consecutive working days (equivalent to 220 hours); or
- 2 periods of approximately 22 consecutive working days (equivalent to 110 hours).

Faculty members are expected to take their annual vacation entitlement each fiscal year.

~~7.3.3~~ **7.4.3** Pursuant to Article 6.4, (Scheduling for Faculty Members), before the start of each fiscal year Department Heads ~~should~~ **shall** establish a departmental schedule of each faculty members' annual vacation period, with the involvement of the faculty members. For this purpose, Department Heads will first identify which of the options referred to in Article 7.3.2 is being requested by each faculty member; second, schedule the vacation accordingly; and then schedule residual days, if any.

~~7.3.4~~ **7.4.4** Provided the commitment of the College to instruction is met, vacation periods other than as provided in Article 7.3.2 above, may be accommodated on the recommendation of the Department Head and with the approval of the appropriate Dean or Director.

~~7.3.5~~ **7.4.5** Should scheduling of vacation result in there being a residue of vacation time, this will normally be scheduled and taken in one single period, as best meets the needs of the department.

**7.4.6** A request to carry over residual vacation days to the following fiscal year should be submitted on or before ~~December 1<sup>st</sup>~~ **January 15<sup>th</sup>**. Carry over requests will be considered on the basis of the recommendation of the Department Head and with the approval of the appropriate Dean or Director.

**7.4.7** **A request to carry over residual vacation days will include a plan for the scheduling of vacation within the following fiscal year for approval of the appropriate Dean or Director.**

~~7.3.7~~ **7.4.8** A statutory holiday which occurs during a vacation block is not considered to be part of the annual vacation entitlement.

**Note:** Re: ~~7.9.2~~**7.10** Short-Term Disability premiums - while not to be included in the Collective Agreement the College will provide the Union with a letter of comfort as per its January 9, 2020 proposal which is attached to this package at the end.

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### ~~7.13~~ **7.14 Health Insurance Plans**

#### ~~7.13.1~~ **7.14.1 Basic Health Benefits**

The College shall pay 100% of the cost of ~~monthly premiums~~ for faculty members employed half-time or more. Coverage shall commence the first day of the month coincident with or next following the faculty member's date of employment.

#### ~~7.13.2~~ **7.14.2 Extended Health Benefits**

(See Common Agreement, ~~Article 9.2.1(b)~~ **Article 9.2.1 (b) (iv) and (v), 9.2.1 (c), and (e)**)

The College will pay 100% of the cost of monthly premiums for faculty members employed half time or more. Extended Health coverage shall be in accordance with the terms of the contract between the College and the insurance carrier and shall include:

- a) 95% reimbursement on the first \$1,000 in-province eligible expenses in excess of the \$25 ~~\$50~~ per family deductible and 100% thereafter in the same year.
- b) The lifetime maximum amount of benefits payable for any one member or dependent shall be unlimited.
- c) Vision care charges for the purchase of corrective lenses and frames or contact lenses. The maximum benefit payable shall be \$500 per person in 2 calendar years. **Effective October 1, 2020, the visions care coverage will increase to \$650 per person for every two years.**

~~d) One eye examination every 2 years to a maximum of \$75. Commencing effective January 1, 2017,~~  
 e) One eye examination every 2 years to a maximum of \$100.

e) Hearing aids in the amount of ~~\$600~~1,000 every ~~4 years~~3 years for any one member or dependent. **Effective October 1, 2020, hearing aids in the amount of \$1500 every 5 years for any one member or dependent.**

**While not to be included in the Collective Agreement the parties agree to the following changes in extended health benefits subject to governance of the plan benefit provider:**

**Effective October 1, 2020:**

- o ~~Psychologist – \$1,000 calendar year maximum~~ **Psychologist/Registered Clinical Counsellor combined maximum of \$1,200 per calendar year**

~~7.13.3~~ **7.14.3** The College will not reduce the benefit entitlements of the insured Extended Health benefit plan without the approval of the Association.

~~7.14~~ **7.15 Dental Plan**

(See Common Agreement, Article 9.2.1(d))

~~7.14.1~~ **7.15.1** The College shall pay 100% of the cost of the monthly premiums for the Dental plan.

~~7.14.2~~ **7.15.2** A Dental plan shall be provided in accordance with 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 eligible expenses;
- b) ~~prosthetics, crowns and bridges (Plan B) paying for 50% of the eligible expenses. Commencing effective January 1, 2017~~ **Prosthetics, crowns and bridges (Plan B) paying for 75% of the eligible expenses. Effective October 1, 2020, Prosthetics, crowns and bridges (Plan B) shall increase to 80% reimbursement level for eligible expenses;** and
- c) ~~orthodontics (Plan C) paying for 50% of the eligible expenses to a maximum of \$2,500 per person. Commencing effective January 1, 2017~~ **Orthodontics (Plan C) paying for 60% of the eligible expenses to a maximum of \$3,000 per person.**

~~7.14.3~~ **7.15.3** The College will not reduce the benefit entitlements of the insured Dental benefit plan without the approval of the Association.

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*Consequential renumbering of Articles 7.15 to 7.19*

## ~~7.20~~ **7.21 Group Coverage**

For the purpose of these benefit plans, the total group covered by the plans will, where advantageous, be a coalition of members of the Vancouver Community College Faculty Association, College staff, administrators, and other College-related groups, ~~which may include faculty member of Langara College.~~ Under such a coalition, determination of a percentage of group participation shall be a deployment or interpretation of the group or subgroup composition for the best advantage to the greatest numbers.

## ~~7.21~~ **7.22 Pension Plan**

(See Common Agreement, **Article 10.2**)

**Enrolment of Faculty members in the College Pension Plan** ~~are eligible for coverage in accordance with shall be as set out in-~~ the *Public Sector Pension Plans Act, Schedule A*. (See summary documents provided by the College).

## **11. 8 LEAVES**

~~(See Common Agreement, Articles 7 and 8)~~

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### **8.4.4 Education Leave**

Approved education leave shall be at the rate of 70% of salary ~~and allowances~~; contributions for faculty members benefits will continue during education leave by the College and the faculty member, and the leave period will count in full for increment purposes.

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### **8.5 Family Illness and Sick Leave for Family Illness**

~~(See Common Agreement, Article 7.7) Family Illness Leave and 7.8 Compassionate Care Leave)~~

8.5.1 Entitlement for **Employees are entitled to** up to 5 days per year of family illness leave is ~~established in 7.7 of the Common Agreement.~~ The College may require submission of a certificate from a duly qualified medical practitioner, or recognized equivalent, certifying the illness of the family member. ~~For the purposes of this Article, "family member" shall be defined as per Article 7.1 in the Common Agreement.~~ Additional family illness leave may be granted by the appropriate Dean or Director.

8.5.2 The appropriate Dean or Director may approve the use of up to 3 **working** days per year of sick leave to attend to the illness of any other relative if living in the same household. Such approval shall not be unreasonably withheld.

**8.5.3** Family member for the purpose of Articles 8.5.1 is defined as the faculty member's spouse, children, children's spouses, stepchild, step child-in-law, siblings, in-law siblings, parents, step-parents, parents-in-law grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the faculty member.

## **8.6 Compassionate Care Leave**

### **8.6.1 Entitlement**

An employee will be granted a compassionate care leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member. For the purpose of this Article 8.6.1, "family member" is defined as per the *Employment Standards Act*. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

**8.6.2** An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- b) Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- c) Compassionate care leave, up to a maximum of twenty-seven (27) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.
- e) Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the twenty-seven (27) week period specified in Article 8.6.1 above. Such additional leave shall be in accordance with the *Employment Standards Act*, including the certification criteria as outlined in the Act.

*Consequential renumbering*

## **8.6 8.7 Funeral Leave**

- ~~8.6.1~~ **8.7.1** With the approval of the appropriate Dean or Director, funeral leave of up to ~~½~~**one** working day will be granted with pay, but not in addition to bereavement leave.

## ~~8.7~~ 8.8 Bereavement Leave

~~(See Common Agreement, Article 7.6)~~

~~8.7.1~~ **8.8.1** In the case of death in the immediate family, bereavement leave shall be granted with pay for a period not to exceed 5 **consecutive** working days provided the bereaved faculty member has notified the immediate supervisor. ~~For the purposes of this Article, “immediate family” shall be defined as per Article 7.1 in the Common Agreement.~~ **Bereavement leave days shall normally be scheduled as consecutive working days. An employee can request to schedule bereavement leave as non-consecutive working days. Such requests shall not be unreasonably denied.**

**8.8.2 Immediate family member for the purpose of Article 8.8.1 is defined as the faculty member’s spouse, children, children’s spouses, stepchild, step child-in-law, siblings, in-law siblings, parents, step-parents, parents-in-law grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the faculty member.**

~~8.7.2~~ **8.8.3** The appropriate Vice President may grant bereavement leave in the case of death of any other person.

## ~~8.8~~ 8.9 Jury Duty and Court Appearance Leave

~~(See Common Agreement, Article 7.10)~~

~~8.8.1~~ **8.9.1 Leave of absence without loss of pay and benefits will be provided to a faculty member** ~~When~~ **summoned to serve on a jury; or when subpoenaed or summoned as a witness in a criminal or civil proceedings, or as a witness in a civil action if not a party thereto not occasioned by the faculty members private affairs; or when the faculty member accompanies a dependent child when the child is subpoenaed or summoned to appear as a witness in a criminal or civil proceeding; or when appearing as a defendant in a criminal or traffic case if acquitted therefrom; ~~the faculty member, to qualify for permission from the appropriate Dean or Director to be absent with pay, shall produce the summons or subpoena or submit such other evidence showing the necessity for the court appearance.~~**

**8.9.2** To qualify for permission from the appropriate Dean or Director to be absent with pay **and benefits**, the faculty member shall produce the summons or subpoena or submit such other evidence showing the necessity for the court appearance.

~~8.8.2~~ **8.9.3** ~~A Faculty members in receipt of pay or benefits under this Article has the responsibility to reimburse the employer all monies~~ **shall also provide statements from officials of the Court of the time taken and the fees (if any) paid to them and shall pay all such fees to the College paid to them by the Court, except travelling and meal allowances not reimbursed by the College.**

***Note:** In addition to the changes that the parties have already agreed to regarding 8.13 Maternity and Parental Leave and 8.14 Adoption Leave (see green dated September 12, 2019) the parties agree to the following:*

### **8.13 Maternity and Parental Leave**

~~(See Common Agreement, Article 8)~~

### **8.14 Adoption Leave**

~~(See Common Agreement, Article 8)~~

### **8.15 Supplemental Employment Benefit (SEB) (New)**

**8.15.1 When on maternity, adoption or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:**

- a) For the first week of maternity leave an employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.
- b) For a maximum of fifteen (15) additional weeks of the maternity leave, the employee shall receive an amount equal to the difference between the Maternity Employment Insurance Benefits and ninety-five percent (95%) of their salary calculated on their average base salary.
- c) For up to a maximum of thirty-five (35) weeks of leave, the biological, adoptive or legally recognized parent shall receive an amount equal to the difference between the Standard Parental Employment Insurance (EI) Benefits and eighty-five percent (85%) of the employee's salary calculated on their average base salary.
- d) If the biological, adoptive or legally recognized parent elects the Extended Parental EI Benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under Article 8.17 (c) above, when the employee opts for the thirty-five (35) week EI benefit, spread out and paid over the sixty-one (61) week period. The Employer will make this calculation.
- e) Provided the employee received SEB as per Article 8.17 (a), (b), (c) or (d), for the last week of the parental leave where no EI benefit is paid, the employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.
- f) The average base salary for the purpose of Article 8.17 (a) through Article 8.17 (e) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

**18.15.2 An employee is not entitled to receive supplemental employment benefits and disability benefits concurrently. To receive supplemental employment benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.**

**8.16 Additional Leave Following Maternity, Parental or Adoption Leave**

Upon written request, an employee who elects the extended parental leave benefit, as defined under the Employment Insurance Act, shall be entitled to a leave of absence without pay of up to six (6) consecutive months in addition to statutory requirements. An employee who elects the standard parental benefit as defined under the Employment Insurance Act, shall be entitled to up to twelve (12) consecutive months of leave without pay in addition to statutory requirements.

**8.17 Return to Work from Maternity, Parental or Adoption Leave**

**8.17.1** An employee who returns to work following a maternity, parental or adoption leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.

**8.17.2** An employee who returns to work following such leave, shall be placed in the same position that employee held prior to the leave or in a comparable position.

**8.17.3** An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

**8.17.4** Where the proposed return to work does not coincide with the instructional calendar the employer and the employee will negotiate mutually acceptable dates.

**8.17.5** Upon written request, an employee on parental leave under 8.15 may return to work on a graduated basis. Upon receipt of a request, the Dean or Director and the employee will mutually agree to an acceptable graduated parental leave return to work plan for the employee.

**8.18 Cultural Leave for Aboriginal Employees**

**8.18.1** A self-identified Aboriginal employee may request up to three (3) days' leave with pay per calendar year to organize and/or attend Aboriginal cultural event(s). Such leave will not be unreasonably withheld.

**8.18.2** Employees will provide the Employer with the dates of the days for which leave will be requested. Whenever possible, a minimum of two weeks' notice is required for leave under this provision.



## **12. 11 REDUCTION, RECALL AND SEVERANCE PAY**

11.9.2 Names of eligible faculty members shall remain on the recall list for a maximum of 2 years from the effective date of layoff. A copy of this list will be provided to faculty members whose names appear thereon and to the Association. All job postings will be e-mailed to faculty members on the recall list.

## **13. 12 GRIEVANCE PROCEDURE (added by mutual agreement)**

~~12.5.2 Notwithstanding the foregoing, the College and the Association may, by mutual consent, waive the provision to refer the grievance to a single arbitrator and elect to take the grievance to an Arbitration Board for final and conclusive settlement. The Arbitration Board shall consist of 3 members. One member is to be appointed by the Association and one member by the College. The third member, who will be the Chair, will be appointed by the other 2. Failing agreement by them within 7 working days, either party may apply to the Minister of Labour to make such appointment. The decision of the arbitrators, or any 2 of them, made in writing, shall be final and binding on both parties. Each party shall pay its own expenses and costs of arbitration; the remuneration and disbursements of its appointee to the Arbitration Board and one-half of the compensation and expenses of the Chair and of stenographic and other expenses of the Arbitration Board.~~

## **14. 13 SELECTION AND APPOINTMENT OF DEPARTMENT LEADERS AND INSTRUCTIONAL ASSOCIATES AND DEPARTMENT LEADER RELEASE**

~~13.2.5~~ In the case of Instructional Associates, upon satisfactory completion of the probationary period and on the recommendation of the appropriate Vice President, the appointee shall be confirmed for the remainder of the term of appointment. Appointments for Instructional Associates will be at least 12 months apart. At the end of the 3 year term, Instructional Associates shall return to their previous positions as faculty members, or may be eligible to reapply for a second term of 3 years.

~~The parties agree that in order to achieve the 12-month staggering referred to above, the appointment of the Instructional Associate whose term is currently scheduled to expire on December 31, 2014 shall be extended until June 30, 2015.~~

## **15. 22 RETIREMENT INCENTIVE**

**22.1** In each fiscal year during the life of the ~~2014-2019~~ **2019 – 2022** collective agreement, the College shall make available to eligible faculty members five (5) full-time equivalent retirement incentives. The College may offer to a faculty member or a faculty member may request a retirement incentive as described herein, provided the faculty member meets the eligibility criteria set out below. The Association shall be advised in writing of any retirement incentive offer made to a faculty member.

### **~~22.1~~ 22.2 Eligibility**

A faculty member who possesses the following qualifications shall be eligible for a retirement incentive:

- a) is a permanent regular faculty member at the time of retirement;
- b) is eligible for a pension under the College Pension Plan;
- c) has a minimum of 10 years contributory service under the Public Sector Pension Plans Act or as a permanent regular faculty member with the College;
- d) is on the maximum step of the salary scale; and
- e) resigns for the purpose of retirement.

### **22.2 22.3 Selection Criteria**

In considering applications for a retirement incentive from eligible faculty, should the College determine it will be unable to offer an incentive to all who have applied, applicants with the greater combination of age and seniority shall be given preference.

### **22.3 22.4 Application and Agreement**

- ~~(a) The College and the Association shall meet to design an application and selection process for retirement incentives.~~
- ~~(b) Application is voluntary. A faculty member who wishes to be considered for a retirement incentive shall do so in keeping with the procedures and dates described in the College's "letter of interest" sent to eligible faculty members. Such application would then be considered a standing application for the following 12 month period. The Association shall be advised in writing of all applications made by faculty members.~~
- ~~(c) A faculty member has the right to accept or decline a retirement incentive offer made by the College within 30 days of the offer being proposed unless that period is extended by mutual agreement.~~
- ~~(d) In the event of acceptance of an offer of a retirement incentive, a faculty member's date of retirement shall be effective on a date mutually agreed upon between the faculty member and the appropriate Vice President. All earned vacation entitlements (other than the "banked" 11 day credit preserved by some faculty members) shall be utilized prior to the date of retirement.~~
- ~~(e) The individual retirement incentive agreement shall be in writing and shall specify the retirement date, the specific dollar amount of the incentive and the payment date. The Association shall be copied on all agreements.~~

### **22.4.1 Application Timeline**

- (a) On or about October 1 of each fiscal year, the College will issue a call out to faculty members interested in voluntarily applying as described in a "letter of interest" sent to eligible employees. A faculty member who wishes to be considered for a retirement incentive shall do so in keeping with the procedures and dates described in the College's "letter of interest" sent to eligible faculty**

members. Applications received from eligible employees will be considered a standing application for the following 12 month period

- (b) After November 15<sup>th</sup>, applications will be processed and ranked jointly by the Parties using the criteria and calculations set out in 22.4.2 below.
- (c) By or on December 15<sup>th</sup>, a total of five (5) FTE Retirement Incentive offers will be made to qualified applicants in rank-order.
- (d) By or about January 15<sup>th</sup>, faculty members must either accept or decline Retirement incentive offers. A faculty member has the right to accept or decline a retirement incentive offer made by the College within the 30 days of the offer being proposed unless that period is extended or reduced by mutual agreement. No response from a faculty member offered an incentive by the deadline set out in the offer will be deemed to be a decline.
- (e) Should the quantity of initial Incentives accepted fall below five (5) FTEs, then in rank order, subsequent offers shall be made to those qualified applicants who did not previously receive an offer to the total maximum of five (5) FTE offers. Such subsequent offers must be accepted or declined within five (5) duty days. No response to an offer within the five (5) duty days will be deemed to be a decline.
- (f) Faculty members accepting an offer will retire on March 31<sup>st</sup>, the end of the fiscal year. All earned vacation entitlements (~~other than the "banked" 11 day credit preserved by some faculty members~~) shall be utilized prior to the date of retirement. In extenuating circumstances, a faculty member's retirement date may be altered to a date mutually agreed upon between the faculty member and the College.
- (g) Confirmation of the individual retirement incentive agreement shall be in writing and shall specify the retirement date, the specific dollar amount of the incentive and the payment date. The Association shall be copied on all such correspondence.

#### 22.4.2 Criteria and Calculations

- (a) Should the College determine it will be unable to offer an incentive to all who have applied as set out above, applications will be ranked according to the applicant with greater combination of age and seniority as of the end of the previous fiscal year in question.
- (b) Seniority will be based on the seniority list that is distributed as of April 1 of the current fiscal year.
- (c) Both seniority and age shall be denominated in years rounded to the second decimal.
- (d) The applicants' seniority total, as described above in (a), (b), and (c), shall be divided by 261 to determine seniority in years.

- (e) The applicants' age, as described in (a), shall be the number of full-years plus the number of days between ones' birthdate and April 1. Days shall be expressed as a decimal fraction of a year where the number of days is divided by 365. (examples: (1) faculty member is 62 with March 1 birthday, age is  $62 + 31/365 = 62.08$  (2) faculty member is 62 with May 1 birthday, age is  $62 + 335/365 = 62.92$ )
- (f) All ages and seniority numbers shall be as on file in the applicants' personnel file or as documented by VCC.
- (g) Application is voluntary.

#### 22.4 22.5 Retirement Incentive and Reduction Sequence

- 22.5.1 ~~a~~ Where it is deemed possible to offset the impact of Article 11.5, (Reduction Sequence), through the offering of a retirement incentive to a faculty member (who qualifies as per Article 22.1, Eligibility), an incentive shall be offered if the cost of such incentive is the same as or no more than the cost that would be incurred through layoff or transfer of another regular faculty member.
- 22.5.2 ~~b~~ Such offers may be made at any time during the year and need not be part of the exercise described in Article 22.34, (Application and Agreement).
- 22.5.3 ~~c~~ Notwithstanding the possibility of effecting a retirement, advance notification of layoff or transfer pursuant to Article 11, (Reduction, Recall and Severance Pay) may be given to the affected regular faculty member while the faculty member to whom a retirement incentive has been offered is considering that offer.

#### *Consequential renumbering*

### 16. APPENDIX I SALARY SCHEDULES\*

\*Indicates previous signed green sheet of either July 16, 2019 or September 12, 2019

#### **Notes:**

1. The College agrees to pay all faculty members bi-weekly. All faculty members shall be paid by direct deposit.\*
2. Bi-weekly Rate = Annual Salary  $\div$  26.1\*
3. Per Diem Rate = Annual Salary  $\div$  201 days and Per Diem Hourly Rate further  $\div$  5 hours\*
4. **Effective the first day of the first full pay period after April 1, 2019 all wage scales and allowances in the collective agreement which were in effect on March 31, 2019 shall be**

increased by two percent (2%). The new rates will be rounded to the nearest whole cent or dollar as applicable.

5. Effective the first day of the first full pay period after April 1, 2020 all wage scales and allowances in the collective agreement which were in effect on March 31, 2020 shall be increased by two percent (2%). The new rates will be rounded to the nearest whole cent or dollar as applicable.
6. Effective the first day of the first full pay period after April 1, 2021 all wage scales and allowances in the collective agreement which were in effect on March 31, 2021 shall be increased by two percent (2%). The new rates will be rounded to the nearest whole cent or dollar as applicable.
7. When the College implemented biweekly payroll in 2013, the College provided each faculty member who was employed at that time with a one-time advance equal to one week's wages ("the Advance"), to allow for the implementation of a five-day processing lag and the transition from semi-monthly to a bi-weekly pay system. The parties have agreed that the Advance shall not bear interest. A faculty member who received an Advance may elect to repay the amount of the advance at any time. If the full amount of the Advance has not been repaid in full by the time when the faculty member's employment with the College ends, the outstanding amount of the Advance will be deducted for the final wages owed to the faculty member.\*

<sup>1</sup>~~The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of ratification of the collective agreement (whichever is later).~~

<sup>2</sup>~~See below for Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.~~

<sup>3</sup>~~Annual wage rates to be determined depending on the ESD.~~

*Insert new Annual, Per Diem Hourly and Biweekly Schedules effective the first full pay period after April 1, 2019, April 1, 2020 and April 1, 2021.*

*Insert new Annual, Per Diem Hourly and Biweekly Schedules for Department Leader Allowances effective the first full pay period after April 1, 2019, April 1, 2020 and April 1, 2021.*

## 17. APPENDIX II AREAS

**Note:** *The parties agree that the objective is to ensure that the list of areas is as accurate as possible, as close as possible to the publication of the Collective Agreement and is categorized as housekeeping.*

**18. APPENDIX III – PART B – SUMMARY OF BENEFITS DURING LEAVES**

*Note: The parties agree that on re-drafting the agreement this chart will be updated and all changes will be housekeeping.*

**19. APPENDIX XI – ADJUDICATED PROFESSIONAL DEVELOPMENT FUNDS**

(Pursuant to Article 6.6.8)

1. The College shall maintain a Non-Salary Cost Budget Line for the purpose of providing faculty members with Adjudicated Professional Development Funds for the term of the Agreement.
2. The Budget Line shall be established at the amount of \$50,000 for each fiscal year of the Agreement. **Effective April 1, 2021, the established amount shall be \$65,000 for each fiscal year.**
3. These funds will be administered by a joint committee of at least 2 representatives of the College and 2 representatives of the Association.
4. This Committee will develop mutually agreed upon process and procedure based on the following:
  - faculty members must apply to the Committee for the funds;
  - disbursement will be by an adjudication process; and
  - monies are only available for “hard costs” (for example: costs for courses and conferences) directly related to the faculty member’s program or area.

**21. ~~APPENDIX XXI – REVIEW OF INSTRUCTIONAL PERFORMANCE REVIEW PROCESS~~**

*Remove from the collective agreement.*

**22. APPENDIX XXXII – RETIREMENT PREPARATION LEAVES**

**New Appendix  
~~Letter of Understanding~~**

The College and the Association agree that during the life of the **2019-2022 Collective Agreement** ~~2014-2019 collective agreement~~, there shall be no retirement preparation leaves offered or granted by the College under Article 8.11 ~~(XX)~~.

**23. APPENDIX XXXV - ELECTION PROCEDURE: DEPARTMENT LEADERS – LETTER OF UNDERSTANDING** add the following:

**3.13 The Faculty Association shall indemnify and save the College harmless from any grievance or other action related to the voting process or any voting system used.**

**3.14 All costs related to the voting process and any voting system are those of the Faculty Association.**

**3.15 Any voting system used by the Faculty Association must be compatible with the College's IT systems and policies and operate consistent with the information and protection of privacy requirements of the Province of British Columbia.**

**24. APPENDIX XXXVII - ADVISORY COMMITTEE: STUDENTS WITH DISABILITIES**

Delete the heading "New Appendix" and further amend as follows:

Two support staff members, ~~whom the College will invite CUPE Local 4627 to appoint;~~  
**appointed by the College;** and

**25. Renew the following APPENDICES with no changes:**

- Appendix IV – Explanation of Seniority Calculations
- Appendix V – Professional Development Pay Calculation for Faculty Member "X"
- Appendix VI – Guidelines for the Performance Appraisal of Permanent Regular Faculty Members
- Appendix VII – Guidelines for the Evaluation of Term and Probationary Regular Faculty Members
- Appendix IX – Professional Development Funds
- Appendix X – Guidelines for the Allocation of Professional Development Funds for VCCFA Members
- Appendix XII – Common Faculty Professional Development Committee
- Appendix XIII – Split Shifts
- Appendix XIV – Department Leader Release
- Appendix XV – Health Nurses
- Appendix XVI – Assistance for Instructors Teaching Students with Disabilities
- Appendix XVIII – Area Hiring Qualifications

- Appendix XIX – Instructional Associates
- Appendix XX – Curriculum Development Funds
- Appendix XXVI – Flexible Work Agreement – Continuing Care
- Appendix XXVII – Flexible Work Agreement – Practical Nursing
- Appendix XXIX – Appointment of Instructional Faculty in the School of Instructor Education
- Appendix XXX – Assigned Duty in Designated Areas



## SCHEDULE B2

The following are tentative agreements (“greens”) between the Employer and the Union that occurred during the course of negotiations. The parties agree that the following “Greens” form part of this schedule and Memorandum Of Settlement.

	Description	Date signed
1	1.2 Term of Agreement	17 January 2019
2	2.2 Auxiliary Employees	17 January 2019
3	2.18 Spouse	21 June 2019
4	2.19 Term Clause 2.19.2	21 June 2019
5	2.20 Time-status of Appointments	21 June 2019
6	3.1 Association Dues	27 June 2019
7	3.5 Attendance at Meetings	21 June 2019
8	3.6.2 and 19.2 Executive Director, Human Resources to Director, Human Resources	27 June 2019
9	3.9 Information to the Association	21 June 2019
10	4.2 Area Hiring Qualifications Clause 4.2.1	21 June 2019
11	4.3 Area Hiring Recommendation Process Clause 4.3.1	27 June 2019
12	4.4 Postings of Available Work Clause 4.4.2	21 June 2019
13	4.5.2 Term Appointments or Auxiliary Work	27 June 2019
14	4.11 Procedures for Term Appointments Clause 4.11.7	21 June 2019
15	5.2 Regular Faculty members Clause 5.2.2	21 June 2019
16	5.3 Term Faculty members	15 July 2019
17	5.9 Advancement on the Salary Schedule Clause 5.9.1	21 June 2019
18	6.4 Scheduling for Faculty Members	17 January 2020
19	6.6 Professional Development Clause 6.6.1	21 June, 2019
20	7.2 Entitlements to Benefits: Term Faculty Members	15 July 2019
21	7.5 Statutory Holidays	21 June 2019
22	7.9 Short-Term Disability	21 June 2019

23	7.11 Payment of Benefit Premiums During Disability	21 June 2019
24	7.13 Health Insurance Premiums and 7.14 Dental Plan (subsequently renumber to 7.14 and 7.15)	21 June 2019
25	7.19 Premium Savings	21 June 2019
26	8.1 Application and Scheduling Leaves	16 July 2019
27	8.13 and 8.14 Maternity, Parental and Adoption Leaves	12 September 2019
28	9 Instructor Diploma or Equivalent and 30 Academic Freedom	21 June 2019
29	Clause 11.9.2	21 June 2019
30	13.1 Posting	15 July 2019
31	Clause 13.10.2	26 July 2019
32	18 Discipline, Suspension and Dismissal	27 June 2019
33	Clause 19.5	16 July 2019
34	23 Human Rights	16 July 2019
35	24 Sexual and Personal Harassment	16 July 2019
36	25.4 Occupational Health and Safety Committee	16 July 2019
37	Appendix 1 Salary Schedule	16 July 2019
38	Memorandum of Understanding re: Economic Stability Dividend	13 September 2019
39	Appendix III Part A – Schedule of Benefit Participation	16 July 2019
40	Appendix VIII – Guidelines for the Evaluation and Appraisal of Faculty Members et al	31 July 2019
41	Appendix XII Common Faculty Professional Development Committee	16 July 2019
42	Appendix XVII Banked Vacation Days	16 July 2019
43	Appendix XXI Review of Instructional Performance Review Process	25 July 2019
44	Appendix XXII Retirement and Succession Issues	25 July 2019
45	Appendix XXIII Movement from Semi-Monthly to Bi-Weekly Pay Periods and Appendix I	12 September 2019
46	Appendix XXIV Maternity, Parental and Adoption Leave for Term and Part-Time Regular Faculty Members	27 September 2019

47	Appendix XXV Entitlement of Term Instructors to Maternity and/or Adoption Leave	12 September 2019
48	Appendix XXVIII Selection of the Coordinator, Learning Centre	26 July 2019
49	Appendix XXXI Selection of the Coordinator II, Systems and Technical Services	26 July 2019
50	Appendix XXXIII Instructional Associates	25 July 2019
51	Appendix XXXIV Teaching and Learning Support	25 July 2019
52	Appendix XXXVI Selection Committee Procedure: Department Leaders and Instructional Associates	26 July 2019
53	Appendix (number to be assigned) Reference to Department Leaders vs Department Heads	26 September 2019
54	LOA (New) Medical Services Plan	17 January 2020

## SCHEDULE C

### A. Proposals related to Service Improvement

#### 1. ARTICLE 6 –ASSIGNED DUTY, WORKING CONDITIONS AND PROFESSIONAL DEVELOPMENT

##### 6.4 Scheduling of Faculty Members

**6.4.1.3** Notwithstanding the provisions of Articles 6.3.1, 6.3.4 and 6.3.6 the Department Head, with the approval of the appropriate Vice President or delegate and the majority of **faculty** members of the department, may **establish an alternative schedule provided that the operational needs of the College are met and the educational requirements and program or course objectives are not compromised. All alternative schedules must be documented and submitted to the Vice President, the Dean or Director, Human Resources and the Faculty Association prior to implementation.** ~~schedule the equivalent of 10 days of assigned duty over 9 days or the equivalent of 5 days of assigned duty over 4 days. \*~~

*\*Note: This proposal on 6.4 was signed off by the Parties on January 17, 2020.*

#### 2. ARTICLE 8.10 - RENEWAL LEAVE

The parties agree to reduce the number of Renewal Leaves available under Article 8.10 from five (5) FTE to two (2) FTE. They further agree to add the following as Clause 8.10.8 to Renewal Leave:

**8.10.8** After a period of leave under this Article, the faculty member must return to active employment for a period of time at least equal to the length of the leave before being eligible to access further leave under this provision or under Article X Professional Currency Leave.

The parties also agree to add the following Article to the Collective Agreement.

#### ARTICLE X – PROFESSIONAL CURRENCY LEAVE (New)

**X.1** The Parties are committed to a high quality of programming and recognize that the responsibility of program quality is shared by the College and the faculty members in each program. In order to provide faculty members with an opportunity to maintain currency and professional competence in their field, the College shall, with the

approval of the appropriate Vice President, grant Professional Currency leaves of between 6 and 12 months, provided the following conditions are met:

- (a) the faculty member is a permanent regular faculty member at commencement of leave granted hereunder;
- (b) the faculty member has a minimum of 5 years of service;
- (c) the percentage of leave requested is equivalent to the entire FTE status which the faculty member holds;
- (d) an appropriately qualified replacement is available to assume the faculty member's responsibilities; and
- (e) the ultimate replacement faculty member is identified and, wherever possible, shall be at the minimum step of the salary range.

**X.2** Faculty members may apply for Professional Currency leave of less than 6 months. For Professional Currency leaves of less than 4 months, the Dean/Director may require that such leave be taken in combination with professional development, vacation or other leaves so that their combined total meets the scheduling requirements of the department or area. Approval of such applications will not be unreasonably denied.

**X.3** A maximum of 3 FTE Professional Currency leaves shall be granted per fiscal year. The procedure for application and allocation shall be as follows:

- (a) Faculty members shall submit written applications for Professional Currency leave no later than December 31 for the following fiscal year. Applications must include details outlining the value of the leave to enhancing the faculty member's currency and professional competency as well as the value of the leave to advancing the excellence of the College's programs.
- (b) Should the total number of leaves applied for under X.2 exceed the maximum FTE Professional Currency leaves indicated in X.3 above, the allocation of the maximum FTE Professional Currency leaves per year shall be on the basis of seniority.
- (c) Should the maximum allowable quota of leaves not be reached through the process outlined above, further Professional Currency leaves shall be granted during the fiscal year in which the leave(s) is to commence, provided the faculty member submits a written application for the leave a minimum of 3 months prior to the commencement of the leave and that a suitable replacement can be found. Such leaves shall be granted on a first-come, first-served basis.

**X.4** Professional Currency leave shall be unpaid, but shall carry with it the following benefits:

- (a) A stipend of \$1,200 per month for full-time faculty members and pro-rata for part-time faculty members and faculty members on part-time leave.
- (b) Medical, Extended Health, Dental and Group Life benefits.

(c) Faculty members taking Professional Currency leave may opt for the continuance of Short-term and Long-term Disability by payment of the necessary premiums.

- X.5 A faculty member on unpaid Professional Currency leave must advise the College, in writing, no later than 2 months prior to expiration of the leave confirming their intention to return to duty.
- X.6 A faculty member who works elsewhere while on leave and has any of the insurance benefits listed in Article X.4 provided at a rate of contributions equal to or superior to the College's contribution is required to notify the College and take the benefits available elsewhere.
- X.7 A faculty member on unpaid Professional Currency leave who becomes disabled and is unable to satisfy the terms of the Professional Currency leave, and who has accumulated sick leave credit, shall, concurrent with the commencement of said disability, be placed on internal sick leave and the Professional Currency leave shall immediately cease.
- X.8 After a period of leave under this Article, the faculty member must return to active employment for a period of time at least equal to the length of the leave before being eligible to access further leave under this provision or under Article 8.10 Renewal Leave.

- B. Proposed use of the Service Improvement Allocation - Creation of a Fund to Enhance Service Innovation and Enhancement

#### **LETTER OF UNDERSTANDING XXX (New)**

#### **SERVICE INNOVATION AND ENHANCEMENT FUND**

#### **TERMS OF REFERENCE**

##### **A. Purpose**

The parties acknowledge that teaching excellence and a commitment to developing and supporting a variety of program delivery models, and supporting the engagement of a culturally diverse student population are key components to preparing students for success following graduation, and when done well, establish a positive, inclusive and equitable student experience at the College and have a positive impact on overall student recruitment and retention. Further, the parties support efforts that enhance the ability of faculty to develop new models of program delivery.

To encourage, support and enhance activity in these areas the College agrees to create a Service Innovation and Enhancement Fund (the "Fund") that supports faculty led initiatives that lead to improved student service and experience in the following areas:

- 1) design, development and enhancement of online, distributed and/or blended course deliverables and resources which are relevant to student progression and accessibility;

- 2) design, development and enhancement of on-line, distributed and/or blended course deliverables and resources to meet UDL guidelines and best practices:
- 3) development of tangible faculty classroom supports to improve the learning experience of students:
- 4) identifying and developing resources for providing an appropriate learning environment for Indigenous and international students as well as resources and support mechanisms for faculty in the indigenization and internationalization of curriculum;
- 5) development of student support initiatives to achieve greater levels of success with Vancouver Community College programs; and
- 6) development, adaptation, adoption, and awareness of Open Educational Resources (OER) and open textbook material in order to enrich the curriculum.

#### **B. FUNDS**

The Fund will consist of amounts as follows:

- Year 1: \$112,000
- Year 2: \$227,000
- Year 3: \$342,000 (ongoing)

Funds not allocated within a fiscal year will be carried over for one year only. However, due to the timing of collective bargaining for the renewal of the 2019-2022 collective agreement, it is likely that the funds for Years 1 and 2 may not be spent within those years and, as such, may be carried over into Year 3. The amount allocated in Year 3 will be ongoing funding. For year 3 and on, funds not allocated within the fiscal year will be carried over for one fiscal year only.

#### **C. COMMITTEE & ADMINISTRATION OF FUNDS**

Subject to the provisions of this LOU, a Service Innovation and Enhancement Committee (SIEC) will be formed consisting of 2 members from College Administration and 2 faculty members appointed by the Association.

The Committee will establish and publish mutually agreed upon guidelines for the administration of the Fund. These guidelines and any subsequent amendments shall be submitted to the Parties for approval and will be based on the following:

- faculty members must apply to the Committee for the funds
- disbursement will be by an adjudication process

Once annually, the College shall provide the Faculty Association and Committee with the amount available for allocation through the Fund.

The Committee may direct the Director of Finance or delegate in the allocation of funds subject to College policy and the guidelines.

**The SIEC shall review and approve applications. The parties agree that there will be no expenditures from the fund if committee members fail to reach consensus.**

**Funds not allocated within the years set out above will be carried over into the following year. As of March 31, 2022, unallocated funds in any given year can be carried forward for one fiscal year only.**



**Note:** *Not to be included in the collective agreement:*

Date:

Ms. Taryn Thomson  
President  
Vancouver Community College Faculty Association

Dear Taryn:

**RE: Short Term Disability Premiums**

This letter is sent to confirm the College's current practice related to the payment of premiums for Short-Term Disability coverage. As you know, premium costs for such coverage are borne by faculty members by means of payroll deduction in accordance with Clause 7.9.2 of the Collective Agreement.

Based on the College's current contract with Sun Life Financial for Short-Term Disability coverage, premiums are deducted by payroll until the month the faculty member reaches age 65, after which they stop. If however, the faculty member's 65<sup>th</sup> birthday falls on the first of the month, premium deductions stop the month prior to their birth month.

The College reserves the right to vary this practice in the event that the terms of the contract with Sun Life Financial change, or the College contracts with another service provider for Short-Term Disability coverage. At the present time, the College does not anticipate that either of these circumstances will occur.

Sincerely,

Clodine Sartori,  
Acting Vice President  
People & Culture

**Note:** *Not to be included in the collective agreement:*

Date:

Ms. Taryn Thomson  
President  
Vancouver Community College Faculty Association

Dear Taryn:

**Re: List of Former Employees**

This letter is to advise you that Vancouver Community College will provide the VCCFA with a list of all former employees that were part of the bargaining unit between April 1, 2019 and the date of ratification of the 2019-2022 Collective Agreement. The list will include their last known address and e-mail address.

Sincerely,

Clodine Sartori  
Acting Vice President  
People and Culture

**Article 1.2 Term of Agreement**


- 1.2.1 This Agreement shall be for a term of 36 months from **April 1, 2019** to **March 31, 2022**, both dates inclusive.
- 1.2.2 If no Agreement is reached at the expiration of this Agreement, this Agreement shall remain in force up to the time a strike or lockout commences, or until a new or renewed Agreement is entered into.

Dated this 17<sup>th</sup> day of January, 2020.

**On Behalf of Vancouver Community College**

  
\_\_\_\_\_  
Chris Rawson, Spokesperson, PSEA

**On Behalf of Vancouver Community College Faculty Association**

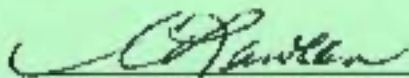
  
\_\_\_\_\_  
Frank Cosco, Spokesperson, VCCFA

Article 2.2 Auxiliary Employees

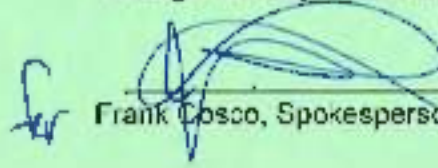
Article 1	Agreement	Article 18	Discipline, Suspension and Dismissal
Article 2	Interpretation and Definitions	Article 19	Personnel Files
Article 3	Association Rights	Article 23	Human Rights
Article 4	Qualifications, Hiring, Appointments and Regularization	Article 24	Sexual and Personal Harassment
Article 5	Salaries and Allowances	Article 25	Personal Health and Safety
Article 6	Assigned Duty, Working Conditions and Professional Development	Article 26	Office Space
Article 7.3	Annual Vacation	Article 27	Liability Insurance
Article 7.5	Statutory Holidays	Article 28	Rights of Employer
Article 7.6	Christmas Holiday	Article 29	Criminal Records Check
Article 7.21	Pension Plan	Article 30	Academic Freedom
Article 7.22	Employment Insurance	Appendices	I, II, XIII, XVI, XXVI, XVIII, XXIX
Article 12	Grievance Procedure		

Dated this 17<sup>th</sup> day of January, 2020.

On Behalf of Vancouver Community College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community College Faculty Association

  
Frank Cosco, Spokesperson, VCCFA

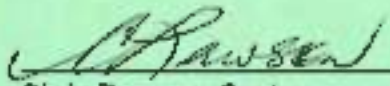
## 2.18 Spouse

The term "spouse" shall include a legal or common-law spouse including a spouse of the same gender defined as follows.


- a) the faculty member's spouse by virtue of a legal marriage; or
- b) the faculty member's partner who is eligible to be qualified as a spouse under the following terms:
  - a partner who, at the time of the qualification, is publicly maintained and represented as the faculty member's spouse and has continuously been so maintained and represented for at least the previous 12 months; and
  - provided that there is no regulatory or statutory impediment external to the College's control.

Dated this 21<sup>st</sup> day of June, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
for Frank Gasc, Spokesperson, VCCFA



**2.19 Term**

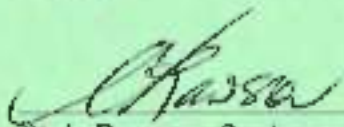
**2.19.1.1**

**2.19.2** A term appointment does not obligate the College to offer or the faculty member to accept subsequent reappointment except as provided in Article 4.11.4, (Appointment Sequence) and Article 4.11, (Procedures for Term Appointments)

This provision will not affect the appointment of a faculty member eligible for regular appointment in keeping with the provisions of Article 4.12, (Regularization).

Dated this 21<sup>st</sup> day of June, 2019

**On Behalf of Vancouver Community  
College**

  
Chris Rawson, Spokesperson, PSEA

**On Behalf of Vancouver Community  
College Faculty Association**

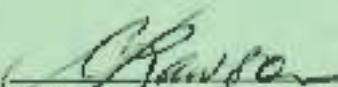
  
Frank Cosco, Spokesperson, VCCFA

**2.20 Time-status of Appointments**


"Time-status" refers to full-time work or portions thereof specified in a faculty member's appointment(s) (e.g. full-time half-time, three-quarters-time, two-thirds time, or percentage of full-time), etc.

Dated this 21st day of June, 2019

**On Behalf of Vancouver Community  
College**

  
Chris Rawson, Spokesperson, PSEA

**On Behalf of Vancouver Community  
College Faculty Association**

for   
Frank Cosco, Spokesperson, VCCFA

### 3 ASSOCIATION RIGHTS

#### 3.1 Association Dues

All faculty members covered by the Association's certificate of bargaining authority shall, as a condition of employment, pay a monthly fee **dues** to the Association equal to the ~~monthly dues as determined from time to time~~ in accordance with the ~~its~~ by-laws of the Association. Such payment will be made by means of payroll deduction in accordance with the provisions of the *Labour Relations Code* as amended. This deduction shall ~~become effective on the first day of the month coincident with or next following the date of appointment.~~

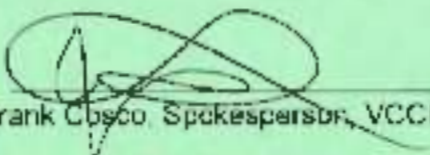
Dated this 27<sup>th</sup> day of June, 2019

On Behalf of Vancouver Community  
College



Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

for 

Frank Cosco, Spokesperson, VCCFA



**3.5 Attendance at Meetings**

(See Common Agreement, Article 3.4.2 3.3.2 Union Leave)

- 3.5.1 The College shall grant paid leave to representatives of the Association for the purpose of carrying on negotiations with the College or attending any meeting connected with management-faculty member relations. The representatives of the Association shall make scheduling arrangements with their Department Heads in order to ensure that the needs of the department are met.
- 3.5.2 Meetings between the Association and the College as well as Association meetings conducted during duty hours shall be held at times mutually agreed upon.

Dated this 21st day of June, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
Frank Cosco, Spokesperson, VCCFA

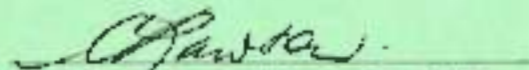
Change "Executive Director, Human Resources" to "Director, Human Resources"

Article 3.5.2

Article 19.2

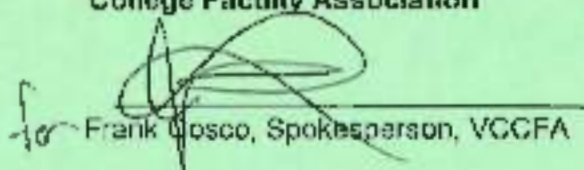
Dated this 27 day of June, 2019

On Behalf of Vancouver Community  
College



Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association



for Frank Cosco, Spokesperson, VCCFA

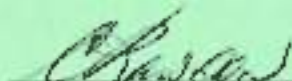
**3.9 Information to the Association**

**3.9.1** The College shall notify the Association of the terms of employment and salaries of all faculty members who are offered a regular or term appointment within 5 days of receipt of signed confirmation of their appointment to the position.

**3.9.2** ~~The College shall notify the Association of the terms of employment and salaries of all faculty members who are offered term appointments within 5 days of receipt of signed confirmation of their initial appointment to the position.~~ Copies of all subsequent offers of term appointment letters indicating the terms of employment and salaries of faculty members shall be provided to the Association within 5 days of issuance of the letter of a term appointment.

Dated this 21st day of June, 2019

**On Behalf of Vancouver Community  
College**

  
Chris Rawson, Spokesperson, PSEA

**On Behalf of Vancouver Community  
College Faculty Association**

  
for Frank Cosco, Spokesperson, VCCFA



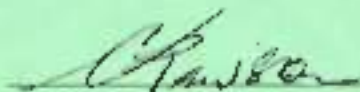
## 4.2 Area Hiring Qualifications

See Appendix II (Areas) for the list of areas

- 4.2.1 The process for establishing and revising area hiring qualifications is found in Appendix XVIII (Area Hiring Qualifications). Where the Dean/Director or the department, or both, are considering revisions to the hiring qualifications in any area, the Dean or Director shall so advise the Association prior to any revisions being recommended to the appropriate Vice President for approval. All recommendations for revisions to the hiring qualifications for each area shall be submitted by September 30 of each year to the appropriate Vice President for approval.

Dated this 21st day of June, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, FSEA

On Behalf of Vancouver Community  
College Faculty Association


  
Frank Coeco, Spokesperson, VCCFA

**4.3 Area Hiring Recommendation Process**


4.3.1 Each area will develop an area hiring recommendation process to be used by the AHRC and submit it to the appropriate Dean or Director for approval. ~~In cases where there are multiple areas within a department, The Department Head will coordinate this work.~~

Dated this 27<sup>th</sup> day of June, 2019

**On Behalf of Vancouver Community  
College**

  
Chris Rawson, Spokesperson, PSEA

**On Behalf of Vancouver Community  
College Faculty Association**

  
Frank Opsco, Spokesperson, VCCFA

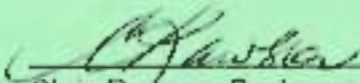
#### 4.4 Postings of Available Work

4.4.2 The postings will include:

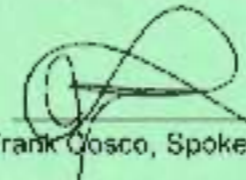
- a) the department, title and area;
- b) a short description of the duties;
- c) a statement of the qualifications required;
- d) for term appointments, the length of the appointment;
- e) the time status of the appointment;
- f) the start date, deadline for application and other relevant information; and
- g) (~~commencing effective January 4, 2016~~) a summary of the AHRC process for the relevant area.

Dated this 21st day of June, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

for   
Frank Cosco, Spokesperson, VCCFA



#### 4.5.2 Term Appointments or Auxiliary Work

Prior to being offered a term appointment or auxiliary work, all individuals must complete the hiring recommendation process and be recommended by an AHRC. The individual need **only** be recommended by an AHRC once for each area, whether first hired as a term appointment or as an auxiliary. However, an individual who has not worked in the area during the previous twenty-four (24) months must be recommended by the AHRC again prior to rehire in that area.

- 4.5.3 Current faculty members must apply for additional regular or term appointments or for auxiliary work outside their current area(s), to ensure that each area's AHRC process is followed and that they **must** meet the hiring criteria for any additional area **and** complete each area's AHRC process.

Dated this 27<sup>th</sup> day of July, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
Frank Cosco, Spokesperson, VCCFA

#### 4.11 Procedures for Term Appointments

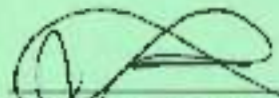
4.11.7 When offering term appointments, the College will contact faculty members in person, by phone and/or e-mail. Faculty members have 24 hours to reply to a direct offer of work made in person or on the phone. Faculty members have 48 hours to respond to a phone message or e-mail. If the faculty member does not respond within 48 hours the applicable time limit, the appointment shall be offered to the next person on the list. These time lines may be shortened if the offering is within one week of the appointment starting. The College will make all reasonable attempts to provide faculty members with the maximum response time and to alert faculty members to the possibility that an offer exists.

Dated this 21st day of June, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

for   
Frank Cosco, Spokesperson VCCFA



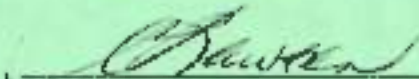
## 5. SALARIES AND ALLOWANCES

### 5.2 Regular Faculty members

- 5.2.2 Part-time regular faculty members shall be paid an annual salary determined in accordance with the per annum rates in Appendix I, (Salary Schedules) on a pro-rated basis.

Dated this 21<sup>st</sup> day of June, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
Frank Cosco, Spokesperson, VCCFA

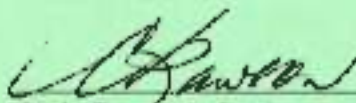
### 5.3 Term Faculty members

- 5.3.1 Term faculty members whose appointments are for a full year shall be paid on the same basis as regular faculty members.
- 5.3.2 Term faculty members whose appointments are for less than a year and who are employed on a full-time basis shall be paid on a per diem rate according to Appendix I, (Salary Schedule) for each assigned duty day worked.
- 5.3.3 Term faculty members whose appointments are for less than a year and who are employed on a part-time basis shall be paid at ~~an~~ **the** appropriate portion of ~~the~~ per diem rate payable for ~~the~~ appointment period.
- 5.3.4 When a term faculty member's appointment is cancelled for any reason within the first 2 weeks after the initial start date of the appointment, the term faculty member will be compensated by being paid out at their step on the salary schedule in Appendix I, (Salary Schedule) for those days they were scheduled to work within that first 2 week period.

(See also Article 11.5, (Reduction Sequence))

Dated this 15 day of July, 2019

On Behalf of Vancouver Community  
College



Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association



Frank Cocco, Spokesperson, VCCFA

**5.9 Advancement on the Salary Schedule**

5.9.1 When a regular or term faculty member obtains an academic, professional, trades or technical credential, or equivalent, appropriate to their subject area, ~~and the degree, credential or equivalent~~ which has not been credited for initial step placement pursuant to Article 5.6, (Initial Step Placement), the faculty member may apply to Human Resources to have their step placement reviewed.

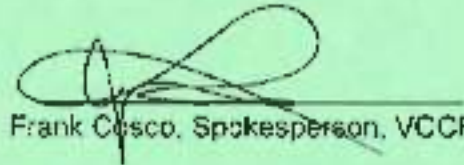
Dated this 21<sup>st</sup> day of Jan, 2019

**On Behalf of Vancouver Community  
College**



Chris Rawson, Spokesperson, PSEA

**On Behalf of Vancouver Community  
College Faculty Association**



Frank Cosco, Spokesperson, VCCFA



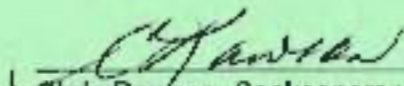
Article 6.4 Scheduling for Faculty Members

- 6.4.1 The Department Head, with the involvement of the faculty members of the department, shall determine each faculty member's schedule of assigned duty (subject to the terms of Articles 6.2.1 and 6.3.1), professional development, vacation and other leave periods.
- 6.4.1.1 Approval of all such schedules is the responsibility of the appropriate Dean or Director. Consideration shall be given to the commitment of the College, the needs of the department, the desires of the individual and seniority (not listed in order of priority) in determining a faculty member's schedule of assigned duty, professional development, vacation and other leave periods.
- 6.4.1.2 A regular faculty member assigned to a specific schedule of duty shall have priority for assignment to a different established schedule of duty within the appropriate department, if vacant, on the basis of seniority as defined in Article 10, (Seniority), provided that the qualifications for that discipline and the criteria set out in Article 6.4.1.2 are met.
- 6.4.1.3 Notwithstanding the provisions of Articles 6.3.1, 6.3.4 and 6.3.6 the Department Head, with the approval of the appropriate Vice President or delegate and the majority of the members of the department, may establish an alternative schedule provided that the operational needs of the College are met and the educational requirements and program or course objectives are not compromised. All alternative schedules must be documented and submitted to the Vice President, the Dean, Human Resources and the Faculty Association prior to implementation. ~~schedule the equivalent of 10 days of assigned duty over 9 days or the equivalent of 5 days of assigned duty over 4 days.~~

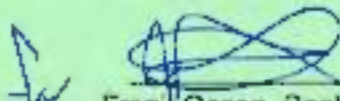
**Note:** The Parties agree that on re-drafting the collective agreement they will amend the incorrect reference in Clause 6.4.1.2 to Article 6.4.1.2.

Dated this 17<sup>th</sup> day of January, 2020

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
Frank Cosco, Spokesperson, VCCFA

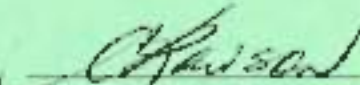
## 6.6 Professional Development

(See Appendix V (Professional Development Pay Calculation for Faculty Member "X"))


6.6.1 Professional development is a faculty member-initiated activity intended to develop or improve instructional skills or methods; to develop, improve or review program, course or curriculum materials; to maintain currency in the faculty member's subject area; or to gain additional knowledge and professional competence in the faculty member's subject area. The term "Professional Development" allows for different activities among faculty members, departments and areas as well as for activities not directly or immediately related to the faculty member's position at the College.

Dated this 21st day of June, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
for Frank Cosco, Spokesperson, VCCFA



Article 7.2

7.2 Entitlement to Benefits: Term Faculty Members

7.2.1 Term faculty members holding a one-year appointment at half time or more are entitled to annual vacation, general holidays, Christmas holiday, sick leave and all health and welfare insurance benefits in accordance with the terms of this agreement (except Article 7.15 (Payment Upon Death)).

Eligibility periods for health, disability and life insurance benefits are as follows:

- **Basic Medical and Extended Health Insurance:**
  - Effective the first day of the month coincident with or next following the faculty member's date of employment.
- **Dental, Short Term Disability, Long Term Disability, and Group Life Insurance and Accidental Death and Dismemberment:**
  - Effective the first of the month following the day on which they complete 10 months of duty within a consecutive 12 month period at half-time or more. Participation in these plans is mandatory upon eligibility. However, faculty members may waive participation in the Dental plan provided they have alternative coverage. Should their other dental coverage cease, faculty members must immediately apply for coverage under the College's Dental plan.

Dated this 15 day of July, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
Frank Cosco, Spokesperson, VCCFA

## 7.5 Statutory Holidays

The parties agree that on redrafting the collective agreement, the statutory holidays listed in the table below will be updated for the term of the agreement.

### 7.5.1 Approved statutory holidays are as follows:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any day so proclaimed by federal or provincial legislation.

### 7.5.2 The following Statutory holidays will be observed as follows (on the date listed by fiscal year), in the table below, except where, the date to observe the statutory holiday is changed by federal or provincial legislation. In such case, the date so proclaimed will be the date upon which the statutory holiday will be observed.

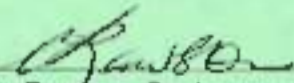
Statutory Holiday	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Good Friday	Friday, April 18	Friday, April 3	Friday, March 25	Friday, April 14	Friday, March 30
Easter Monday	Monday, April 21	Monday, April 6	Monday, March 28	Monday, April 17	Monday, April 2
Victoria Day	Monday, May 19	Monday, May 18	Monday, May 23	Monday, May 22	Monday, May 21
Canada Day	Tuesday, July 1	Wednesday, July 1	Friday, July 1	Saturday, July 1	Sunday, July 1
B.C. Day	Monday, August 4	Monday, August 3	Monday, August 1	Monday, August 7	Monday, August 6
Labour Day	Monday, September 1	Monday, September 7	Monday, September 5	Monday, September 4	Monday, September 3
Thanksgiving Day	Monday, October 13	Monday, October 12	Monday, October 10	Monday, October 9	Monday, October 8
Remembrance Day	Tuesday, November 11	Wednesday, November 11	Friday, November 11	Saturday, November 11	Monday, November 12
Christmas Day	Thursday, December 25	Friday, December 25	Sunday, December 25	Monday, December 25	Tuesday, December 25
Boxing Day	Friday, December 26	Saturday, December 26	Monday, December 26	Tuesday, December 26	Wednesday, December 26
New Years Day	Thursday, January 1	Friday, January 1	Monday, January 2	Monday, January 1	Tuesday, January 1



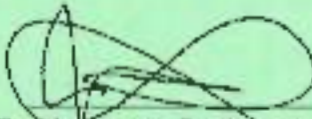
Family Day	Monday, February 9	Monday, February 8	Monday, February 13	Monday, February 12	Monday, February 11
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Dated this 21<sup>st</sup> day of June, 2019

**On Behalf of Vancouver Community  
College**

  
Chris Rawson, Spokesperson, PSEA

**On Behalf of Vancouver Community  
College Faculty Association**

  
Frank Cosco, Spokesperson, VCCFA



## 7.9 Short-Term Disability

7.9.1 Short-term Disability coverage is provided in accordance with the terms of the contract with the insuring company on the following general basis:

- a) amount of benefit - 70% of salary to a maximum of \$800 per week;
- b) duration of benefit - 52 weeks, and
- c) benefit effective - upon expiration of sick leave credit or after 40.5 working days, whichever last occurs.

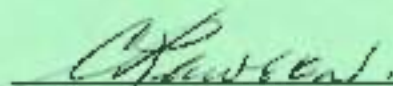
7.9.2 The premium cost of Short-term Disability coverage shall be borne entirely by faculty members and shall be paid by means of payroll deduction.

7.9.3 Sick Leave Advance for Short-Term Disability Transition


- a) Upon becoming ill, permanent faculty members who have insufficient sick leave credits to accommodate the 40.5 working day waiting period to be eligible for short term disability benefits will be given an advance up to the required 40.5 days.
- b) Term faculty members will be advanced the number of sick leave credits they would earn to the end of their appointment to a maximum of 40.5 days.

Dated this 21<sup>st</sup> day of June, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
Frank Cosco, Spokesperson, VCCFA

**7.11 Payment of Benefit Premiums During Disability**

~~7.11.1~~ The College will pay the premiums for benefits on behalf of faculty members who are receiving Short Term Disability or Long Term Disability benefits. The benefits premiums covered are:


- Group Life Insurance, where the insurer does not provide a premium waiver;
- MSP;
- Extended Health;
- Dental Plan;
- Long Term Disability; and
- Short Term Disability; and
- **Accidental Death and Dismemberment**

Dated this 21<sup>st</sup> day of June, 2019

**On Behalf of Vancouver Community  
College**

  
Chris Rawson, Spokesperson, PSEA

**On Behalf of Vancouver Community  
College Faculty Association**

  
for Frank Cosco, Spokesperson, VCCFA



## 7.13 Health Insurance Plans

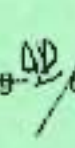
### 7.13.1 Basic Health Benefits

The College shall pay 100% of the cost of monthly premiums for faculty members employed half-time or more. Coverage shall commence the first day of the month coincident with or next following the faculty member's date of employment.

### 7.13.2 Extended Health Benefits

(See Common Agreement, Article 9.2.1(b))

The College will pay 100% of the cost of monthly premiums for faculty members employed half time or more. Extended Health coverage shall be in accordance with the terms of the contract between the College and the insurance carrier and shall include:

- a) 85% reimbursement on the first \$1,000 in-province eligible expenses in excess of the \$25 per family deductible and 100% thereafter in the same year.
- b) The lifetime maximum amount of benefits payable for any one member or dependent shall be unlimited.
- c) Vision care charges for the purchase of corrective lenses and frames or contact lenses. The maximum benefit payable shall be \$500 per person in 2 calendar years.
- d) One eye examination every 2 years to a maximum of \$75. Commencing ~~effective January 1, 2017, one eye examination every 2 years to a maximum of \$100.~~ 
- e) Hearing aids in the amount of \$600 every 4 years for any one member or dependent.

7.13.3 The College will not reduce the benefit entitlements of the insured Extended Health benefit plan without the approval of the Association.

## 7.14 Dental Plan

(See Common Agreement, Article 9.2.1(d))

7.14.1 The College shall pay 100% of the cost of the monthly premiums for the Dental plan.

7.14.2 A Dental plan shall be provided in accordance with the terms of the contract with the insuring company on the following general basis:

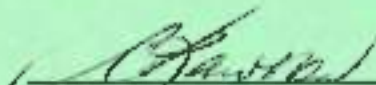
- a) basic dental services (Plan A) paying for 100% of the eligible expenses;
- b) prosthetics, crowns and bridges (Plan B) ~~paying for 50% of the eligible expenses. Commencing effective January 1, 2017 prosthetics, crowns and bridges (Plan B) paying 75% of the eligible expenses, and~~

- c) ~~orthodontics (Plan C) paying for 50% of the eligible expenses to a maximum of \$2,500 per person. Commencing effective January 1, 2017 orthodontics (Plan C) paying for 60% of the eligible expenses to a maximum of \$3,000 per person.~~

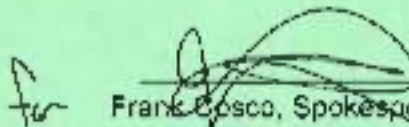
7.14.3 The College will not reduce the benefit entitlements of the insured Dental benefit plan without the approval of the Association.

Dated this 21st day of June, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
for Frank Cosco, Spokesperson, VCCFA

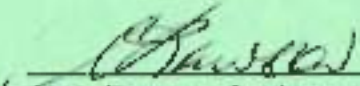
**7.19 Premium Savings**

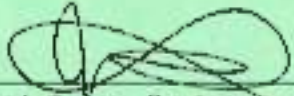
It is hereby understood and agreed that premium savings accrued by virtue of Human Resources-Development Canada Employment and Social Development Canada assessment shall be used to offset partially the costs of disability and future benefit improvements.

Dated this 21<sup>st</sup> day of June, 2019

**On Behalf of Vancouver Community  
College**

**On Behalf of Vancouver Community  
College Faculty Association**

  
Chris Rawson, Spokesperson, PSEA

  
for Frank Cosco, Spokesperson, VCCFA

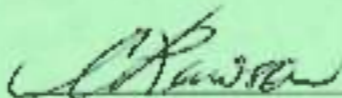


**B.1 Application and Scheduling Leaves**

Written application for leaves, as provided hereunder, must be submitted in writing prior to the start of the requested leave indicating the purpose for the leave and detailing supporting reasons.

Dated this 16 day of July, 2019

On Behalf of Vancouver Community  
College



Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association



Frank Cosco, Spokesperson, VCCFA

### 8.13 Maternity Leave and Parental Leave

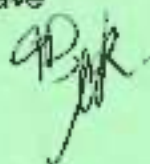
(See Common Agreement, Article 8)

**(Term Faculty Members: See Appendices Appendix XXIV and XXV)**

#### 8.13.1 Maternity Leave and Parental Leave (~~Birth Mother~~ Parent Giving Birth)

- 8.13.1.1 For the benefits of the Employment Standards Act to apply during the statutory periods set out by the Act, faculty members must ensure that the appropriate certificate indicated in that Act is signed by a duly qualified medical practitioner and submitted to the appropriate Dean or Director.
- 8.13.1.2 The College shall grant maternity and parental leave without pay in accordance with the provisions of the Employment Standards Act for a period up to a maximum of ~~52~~ 78 consecutive weeks without termination of appointment. This leave must begin no earlier than 13 weeks before the expected birth date and no later than the actual birth date. Upon return from ~~maternity leave~~, the faculty member is entitled to assume the instructional position ~~she~~ the faculty member would have held had the leave not occurred.
- 8.13.1.3 Within the ~~52-78~~ week leave period granted under Article 8.9.13.1.2, weeks 1 to 17 inclusive shall be considered statutory maternity leave pursuant to the Employment Standards Act and weeks 18 through 52/78 inclusive shall be considered statutory parental leave pursuant to the Employment Standards Act.
- 8.13.1.4 The College shall make its premium contributions for Pension, Medical, Extended Health, Group Life, Accidental Death and Dismemberment and Dental plan insurance in accordance with the provisions of the Employment Standards Act for the entire duration of the maternity and parental leave. If a faculty member chooses to purchase pensionable service for the period of maternity and parental leave, the College will pay its portion of pension contributions, subject to the applicable pension regulations. Vacation and sick leave benefits and increment entitlement will accrue only for the duration of the maternity and parental leaves falling within the time limits prescribed in the Employment Standards Act and provided the faculty member returns to duty at the completion of the maternity leave.

~~A term faculty member is entitled to and the College shall make premium contributions for only MSP benefits for a maximum of 52 consecutive weeks and Extended Health Benefits for a maximum of 26 consecutive, from the commencement of her maternity leave; provided that during such periods the term faculty member has been granted and is taking leave~~





from appointments of 50% or more time status. The term faculty member shall not accrue vacation and sick leave credits, or increment entitlement during the period of the maternity leave.

8.13.1.5 Faculty members on maternity **and parental** leave may opt for the continuance of Short-term Disability by payment of the necessary premiums. Long-term Disability premiums are paid by the College during the Employment Standards Act statutory period only. Faculty members wishing to continue Long-term Disability coverage beyond this period must make arrangements to remit the appropriate amount of premium to the College to continue coverage.

8.13.1.6 Faculty members wishing to return to duty prior to the expiration of 6 weeks following the actual date of birth of the child shall give the College one week's notice, in writing, of such intention.

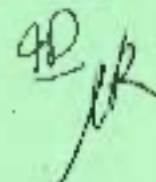
#### 8.13.2 Parental Leave (Parent Other Than Birth-Mother Parent Giving Birth)

8.13.2.1 For the benefits of the Employment Standards Act to apply, faculty members must ensure that the appropriate certificate indicated in that Act is signed by a duly qualified medical practitioner and submitted to the appropriate Dean or Director.

8.13.2.2 The College shall grant parental leave without pay, in accordance with the provisions of the Employment Standards Act, for a period of 37-62 consecutive weeks. This leave must be taken within 52 weeks begin within 78 weeks of the birth of the child. A written request must be submitted no later than 4 weeks prior to the commencement of the leave.

8.13.2.3 The College shall make its premium contributions for Pension, Medical, Extended Health, Group Life, Accidental Death and Dismemberment and Dental plan insurance in accordance with the provisions of the Employment Standards Act for the entire duration of the parental leave. **If a faculty member chooses to purchase pensionable service for the period of parental leave, the College will pay its portion of pension contributions, subject to the applicable pension regulations.** Vacation and sick leave benefits and increment entitlement will accrue only for the duration of the parental leave falling within the time limits prescribed in the Employment Standards Act, and provided the faculty member returns to duty at the completion of the parental leave.

8.13.2.4 Faculty members on parental leave may opt for the continuance of Short-term Disability by payment of the necessary premiums. Long-term Disability premiums are paid by the College during the Employment Standards Act Statutory Period only.





8.13.2.5 **Paid Parental Leave (Spousal)**

Upon the birth of his/her their spouse's child, a faculty member shall, upon application to the appropriate Dean or Director, be entitled to 3 days paid parental leave. Such leave shall be charged against the faculty member's sick leave credits to the extent said credits will accommodate.

8.14 **Adoption Leave**

(See Common Agreement, Article 8)

(Term Faculty Members: See Appendices Appendix XXIV and XXV)

8.14.1 A faculty member applying for adoption leave must provide proof of legal adoption of a child. ~~Where both parents are faculty members, only one faculty member shall be entitled to leave under the provisions of this Article~~

8.14.2 The College shall grant an unpaid leave for adoption of a child in accordance with the provisions of the Employment Standards Act for a period of up to a maximum of ~~52~~ 62 consecutive weeks without termination of appointment. The adoption leave must begin within 78 weeks after the child is placed with the adopting parent. Upon return from such leave the faculty member is entitled to assume the instructional position the faculty member held at the time of leave.

~~8.14.3 Within the 52-week period granted under Article 8.14.1.2, weeks one through 37 shall be considered statutory parental leave.~~

8.14.4 8.14.3 The College shall make its premium contributions for Pension, Medical, Extended Health, Group Life, Accidental Death and Dismemberment and Dental plan insurance in accordance with the provisions of the Employment Standards Act for the entire duration of the leave for adoption. If a faculty member chooses to purchase pensionable service for the period of leave for adoption, the College will pay its portion of pension contributions, subject to the applicable pension regulations. Vacation and sick leave credits and increment entitlement will accrue for the duration of the leave for adoption falling within the time limits prescribed in the Employment Standards Act and provided the faculty member returns to duty at the completion of the adoption leave.

~~A term faculty member is entitled to and the College shall make premium contributions for only MSP benefits for a maximum of 52 consecutive weeks and Extended Health Benefits for a maximum of 26 consecutive weeks, from the commencement of her adoption leave; provided that during such periods the term faculty member has been granted and is~~

taking leave from appointments of 50% or more-time status. The term faculty member shall not accrue vacation and sick leave credits or increment entitlement during the period of the adoption leave.

**8.14.5 8.14.4** Faculty members taking adoption leave may opt for the continuance of Short-term and Long-term Disability by the payment of the necessary premiums. Long-term Disability premiums are paid by the College during the Employment Standards Act statutory period only. Faculty members wishing to continue Long-term Disability coverage beyond this period must make arrangements to remit the appropriate amount of premium to the College to continue coverage.

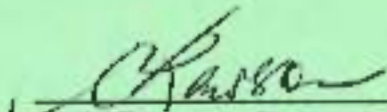
**8.14.6 8.14.5 Paid Parental Leave (Adoption)**


Upon the adoption of a child, a faculty member shall, upon application to the appropriate Dean or Director, be entitled to 3 days paid parental leave. Such leave shall be charged against the faculty member's sick leave credits to the extent said credits will accommodate.

Dated this 12 day of Sept, 2019

On Behalf of Vancouver Community College

On Behalf of Vancouver Community College Faculty Association

  
Chris Rawson, Spokesperson, PSEA

  
Frank Cosco, Spokesperson, VCCFA



### 8.13 Maternity Leave and Parental Leave

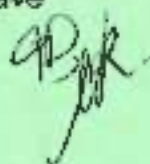
(See Common Agreement, Article 8)

**(Term Faculty Members: See Appendices Appendix XXIV and XXV)**

#### 8.13.1 Maternity Leave and Parental Leave (~~Birth Mother~~ Parent Giving Birth)

- 8.13.1.1 For the benefits of the Employment Standards Act to apply during the statutory periods set out by the Act, faculty members must ensure that the appropriate certificate indicated in that Act is signed by a duly qualified medical practitioner and submitted to the appropriate Dean or Director.
- 8.13.1.2 The College shall grant maternity and parental leave without pay in accordance with the provisions of the Employment Standards Act for a period up to a maximum of 52-78 consecutive weeks without termination of appointment. This leave must begin no earlier than 13 weeks before the expected birth date and no later than the actual birth date. Upon return from ~~maternity leave~~, the faculty member is entitled to assume the instructional position ~~she~~ the faculty member would have held had the leave not occurred.
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- 8.13.1.4 The College shall make its premium contributions for Pension, Medical, Extended Health, Group Life, Accidental Death and Dismemberment and Dental plan insurance in accordance with the provisions of the Employment Standards Act for the entire duration of the maternity and parental leave. If a faculty member chooses to purchase pensionable service for the period of maternity and parental leave, the College will pay its portion of pension contributions, subject to the applicable pension regulations. Vacation and sick leave benefits and increment entitlement will accrue only for the duration of the maternity and parental leaves falling within the time limits prescribed in the Employment Standards Act and provided the faculty member returns to duty at the completion of the maternity leave.

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from appointments of 50% or more time status. The term faculty member shall not accrue vacation and sick leave credits, or increment entitlement during the period of the maternity leave.

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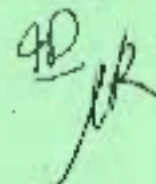
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8.14 **Adoption Leave**

(See Common Agreement, Article 8)

(Term Faculty Members: See Appendices Appendix XXIV and XXV)

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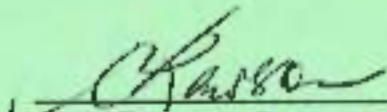
**8.14.6 8.14.5 Paid Parental Leave (Adoption)**


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Dated this 12 day of Sept, 2019

On Behalf of Vancouver Community College

On Behalf of Vancouver Community College Faculty Association

  
Chris Rawson, Spokesperson, PSEA

  
Frank Cosco, Spokesperson, VCCFA



## 9 INSTRUCTOR DIPLOMA OR EQUIVALENT

*This article has been intentionally left blank.*

*The language previously under Article 9 has been moved to Article 5.8. The following Article numbers remain unchanged.*

The Parties agree that on redrafting the collective agreement the existing Article 30 Academic Freedom will be relocated to become Article 9 Academic Freedom.

## 30 ACADEMIC FREEDOM

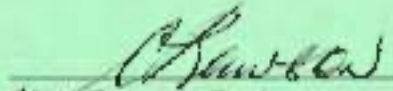
Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both those purposes in the teaching function of the College as well as in its scholarship and research. Every faculty member is entitled to exercise academic freedom in the performance of their duties. Academic freedom is the freedom to examine, question, teach and learn and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures the following:

- a) Freedom in the conduct of teaching;
- b) Freedom in undertaking research and making public the results thereof;
- c) Freedom from institutional censorship.

Academic freedom carries with it the duty to use that freedom in a responsible way, respecting the rights and dignity of others, and in a manner consistent with the scholarly obligation to base teaching and research in an honest search for knowledge and the obligation to follow the curriculum requirements of the instructional assignment.

Dated this 21st day of June, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
Frank Cosco, Spokesperson, VCCFA

11.9.2 Names of eligible faculty members shall remain on the recall list for a maximum of 2 years from the effective date of layoff. A copy of this list will be provided to faculty members whose names appear thereon and to the Association. All job postings will be mailed e-mailed to faculty members on the recall list.

Dated this 21st day of June, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
Frank Cosco, Spokesperson, VCCFA

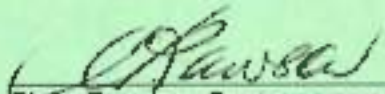


**13.1 Posting**


13.1.7 Applicants should respond to a posting with a complete curriculum vitae. The College shall not be asked to take information from applicants' Personnel Files.

Dated this 15<sup>th</sup> day of July, 2019

**On Behalf of Vancouver Community College**

  
Chris Rawson, Spokesperson, PSEA

**On Behalf of Vancouver Community College Faculty Association**


  
Frank Cosco, Spokesperson, VCCFA

13.10.2 If a choice of selection method is necessary and as soon as it is known that such a posting will occur, a Steward or delegate shall initiate the process as per Article 13.5. (~~Appointment of Department Heads and Instructional Associates~~). **Appendix XXXV Election Procedure: Department Leaders or Appendix XXXVI Selection Committee Procedure: Department Leaders and Instructional Associates**, as applicable.

Dated this 26th day of July, 2019

On Behalf of Vancouver Community  
College

On Behalf of Vancouver Community  
College Faculty Association

  
Chris Rawson, Spokesperson, PSEA

  
Frank Gecco, Spokesperson, VCCFA

## **18 DISCIPLINE, SUSPENSION AND DISMISSAL**

~~(See Common Agreement, Article 3-2.6)~~

**18.1** The Association acknowledges the right of the College to discipline, suspend or dismiss faculty members for just cause.

**18.1.1** The College shall advise the faculty member and the Association in advance that a meeting is intended to be disciplinary or has the potential for discipline and will advise the faculty member of their right to have a witness or a Steward present. Where a meeting, without notice, becomes a disciplinary meeting, the College will inform the faculty member of their right to temporarily adjourn the meeting and to arrange for a witness or a Steward of the Association to be present.

### **18.2 Unsatisfactory Performance**

**18.2.1** Suspension or dismissal of a regular faculty member for unsatisfactory performance can be justified only when adequate alerting and guidance to the necessary improvement have failed to result in a satisfactory level of service.

**18.2.2** Suspension or dismissal shall only occur after the appropriate Vice President has obtained a report from a performance review committee pursuant to Article 17 (Performance Review of Permanent Regular Faculty Members).

### **18.3 Suspension**

**18.3.1** In accordance with the *College and Institute Act*, the President may suspend an a faculty member for just cause.

**18.3.2** Prior to exercising the power of suspension, the President shall inform both the faculty member concerned and the Association, in writing, giving the reasons for the suspensions and shall immediately report the action to the College Board.

### **18.4 Dismissal**

**18.4.1** The College may dismiss a faculty member for just cause.

**18.4.2** At the time of a dismissal, the President shall inform both the faculty member concerned and the Association in writing, giving the reasons for the dismissal.




**18.5 Appeal of Suspension and Dismissal**

- 18.5.1 The faculty member, in accordance with the *College and Institute Act*, may appeal the suspension or dismissal to the College Board.
- 18.5.2 The College may pay salary to a faculty member and continue benefit coverage during a period of suspension. Upon being suspended without pay, the faculty member may immediately exercise the option of continuing medical and insurance benefits by payment of the necessary premiums, both faculty member and employer shares.
- 18.5.3 A faculty member who alleges wrongful suspension or dismissal shall be entitled to have such grievance settled in accordance with Article 12.7, (Suspension or Dismissal).

Dated this 27 day of Dec, 2019

**On Behalf of Vancouver Community  
College**

  
Chris Rawson, Spokesperson, PSEA

**On Behalf of Vancouver Community  
College Faculty Association**

  
Frank Cosco, Spokesperson, VCCFA

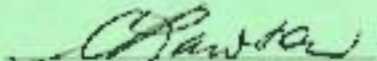
Change "Executive Director, Human Resources" to "Director, Human Resources"

Article 3.5.2

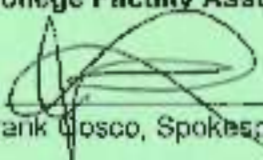
Article 19.2

Dated this 27 day of June, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
for Frank Cosco, Spokesperson, VCCFA

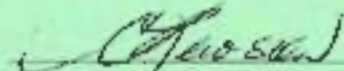
Revise language at Article 19.5

A faculty member who disputes any entry on their Personnel File shall be entitled to recourse through the grievance procedure and the eventual resolution shall become part of their Personnel File.

**Notwithstanding the forgoing and upon written request of the faculty member to the Director of Human Resources, any such disputed disciplinary document shall be removed from their Personnel File after the expiration of 24 months from the date it was issued provided there has not been a further infraction of a similar nature. A grievance related to the document does not need to be filed and resolved for such removal to occur after the expiration of the twenty-four (24) month period, however, if a grievance has been filed, no removal shall occur unless through eventual resolution of the grievance.**

Dated this 16 day of July, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
Frank Cosco, Spokesperson, VCCFA




**23 HUMAN RIGHTS**

The College and the Association agree that the provisions of section 13 (**Discrimination in Employment**) of the *Human Rights Code of British Columbia* apply as though in, and forming part of, this Agreement. Further, the parties agree that there shall be no discrimination without reasonable cause. Without limiting the generality of the foregoing, the following factors shall not constitute reasonable cause: personal lifestyle, sexual orientation, psychological problems unrelated to job performance, number of dependents, participation in the Association, participation in community or political affairs, creed, and parental status.

Dated this 16 day of July, 2019

**On Behalf of Vancouver Community College**

**On Behalf of Vancouver Community College Faculty Association**

  
Chris Rawson, Spokesperson, PSEA

  
Frank Casco, Spokesperson, VCCFA

## 24 SEXUAL AND PERSONAL HARASSMENT

(See also Common Agreement, Article 2 and LOU 4)

- 24.1 The parties agree that the College will follow the procedures in Articles 2.3 to 2.6 inclusive of the Common Agreement for all harassment complaints defined under Article 2.3, (Human Rights), in respect of personal harassment. Faculty members are encouraged to make use of the services and processes available within the College to informally resolve complaints. It is acknowledged that the use of informal services and processes within the College is voluntary.
- 24.2 The procedures in Article 2, (Harassment of the Common Agreement), do not restrict:
- a) the Employer's right to take disciplinary action; and
  - b) the Association's right to grieve such disciplinary action or to grieve an alleged violation of this Article.
- 24.3 The College shall provide all faculty members a work environment free from sexual and personal harassment. Faculty members have the right to be free from sexual and personal harassment.
- 24.4 As part of its commitment to providing an environment free of sexual and personal harassment, the College will provide the opportunity for all new and existing term and regular faculty members to complete attend a workshop harassment training on the College Human Rights Policy as part of their assigned duty. All faculty members are expected to attend complete this workshop training. Failure to attend complete this workshop training will not be advanced as a defence to a complaint of harassment filed against the faculty member.
- 24.5 Notwithstanding the definition(s) of harassment that may from time to time appear in the College Human Rights Policy policy, for the purposes of this Article, sexual harassment is defined as follows:
- unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted;
  - unwanted physical contact such as touching, patting, pinching or punching;
  - implied or expressed promise of reward for complying with a sexually oriented request;
  - 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;
  - the display of pornographic material, or



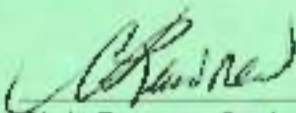
- remarks or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work and study.

24.6 Notwithstanding the definition(s) of harassment that may from time to time appear in the ~~College Human Rights Policy~~ policy, for the purposes of this Article, personal harassment is defined as follows:

- physical threat, intimidation or assault or unwelcome physical contact such as touching, patting, pinching and punching;
- unwelcome behaviour or comment that is directed at, or offensive to any faculty member that demeans, belittles, causes personal humiliation or embarrassment to that faculty member or any faculty members;
- 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 a faculty member's assigned duties; or
- the improper use of power and authority inherent in the position held, to endanger a faculty member's position, threaten the economic livelihood of the faculty member or in any way interfere with or influence the career of such faculty member..

Dated this 16 day of July, 2019

On Behalf of Vancouver Community  
College



Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association



Frank Cosco, Spokesperson, VCCFA

## 25.4 Occupational Health and Safety Committee

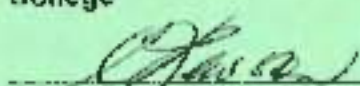
- 25.4.1 The College undertakes to establish and maintain an Occupational Health and Safety Committee at each campus in keeping with the *Industrial Occupational Health and Safety Regulations* of the Workers' Compensation Board WorkSafeBC and to ensure that such Committee carries out all duties and responsibilities in accordance with said Regulations. The College will post the names, home campuses and telephone locals of the Committee members in a conspicuous place or places where they are likely to come to the attention of faculty members.
- 25.4.2 There shall be no less than 2 representatives of the Association at each campus on said Committee.
- 25.4.3 Any faculty member who serves as an Association representative on the Occupational Health and Safety Committee shall be granted paid leave for attending such meetings or matters arising from such meeting.
- 25.4.4 The College shall arrange appropriate training for members of the Occupational Health and Safety Committees. Where possible, such training shall be provided during normal working hours, with no loss of pay.
- 25.4.5 The Occupational Health and Safety Committee has the right to inspect health and safety conditions in accordance with the *Workers' Compensation Act* and to consult as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters. The Committee has the right to review employer records considered relevant to the health and safety concerns, exclusive of medical or Personnel Files.
- 25.4.5.1 The Committee shall be notified of each incident, complaint or concern regarding health and safety and shall investigate and report in writing on the nature and cause of each.
- 25.4.5.2 Both the Association and the College shall receive copies of any minutes, reports or correspondence pertaining to the Committee or its operation.
- 25.4.6 The Occupational Health and Safety Committee will post in each classroom notices regarding emergency procedures and phone numbers.

## 25.5 Health and Safety Apparel and Equipment

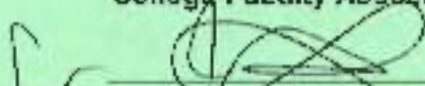
The College agrees to supply at no cost to the faculty all pieces of health and safety apparel and equipment required by WorkSafeBC Workers' Compensation.

Dated this 16 day of July, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
Frank Cosco, Spokesperson, VCCFA



## 9 INSTRUCTOR DIPLOMA OR EQUIVALENT

*This article has been intentionally left blank.*

*The language previously under Article 9 has been moved to Article 5.8. The following Article numbers remain unchanged.*

The Parties agree that on redrafting the collective agreement the existing Article 30 Academic Freedom will be relocated to become Article 9 Academic Freedom.

## 30 ACADEMIC FREEDOM

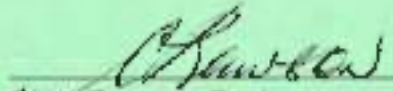
Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both those purposes in the teaching function of the College as well as in its scholarship and research. Every faculty member is entitled to exercise academic freedom in the performance of their duties. Academic freedom is the freedom to examine, question, teach and learn and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures the following:

- a) Freedom in the conduct of teaching;
- b) Freedom in undertaking research and making public the results thereof;
- c) Freedom from institutional censorship.

Academic freedom carries with it the duty to use that freedom in a responsible way, respecting the rights and dignity of others, and in a manner consistent with the scholarly obligation to base teaching and research in an honest search for knowledge and the obligation to follow the curriculum requirements of the instructional assignment.

Dated this 21st day of June, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
Frank Cosco, Spokesperson, VCCFA

REFERENCE TO "DEPARTMENT LEADERS" vs "DEPARTMENT HEADS"

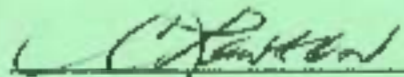
LETTER OF UNDERSTANDING

Further to their discussions in the 2019 round of collective bargaining, the Parties agree to refer discussion of the use of the terms "Department Leaders" and "Department Heads" to the Joint Steering Committee with a view to developing a consistent reference to the term "Department Leaders" except where such term is not appropriate.

Any agreement reached to replace the term used in the Collective Agreement shall be subject to approval and ratification by the Parties' principals.

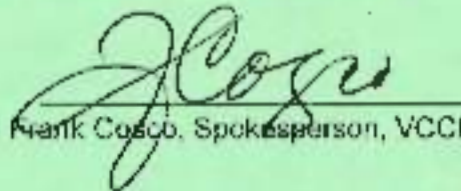
Dated this 26 day of Sept, 2019

On Behalf of Vancouver Community  
College



Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association



Frank Cosco, Spokesperson, VCCFA



**APPENDIX I  
SALARY SCHEDULE AS OF APRIL 1, 2014**

**Notes:**

The College agrees to pay all faculty members bi-weekly. All faculty members shall be paid by direct deposit.

Bi-weekly Rate = Annual Salary ÷ 26.1

Per Diem Rate = Annual Salary ÷ 201 days and Per Diem Hourly Rate further ÷ 5 hours

<sup>1</sup>The first day of the first full-pay period after this date. For April 1, 2015, the first day of the first full-pay period after this date or the first day of the first full-pay period after the date of ratification of the collective agreement (whichever is later).

<sup>2</sup>See below for Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

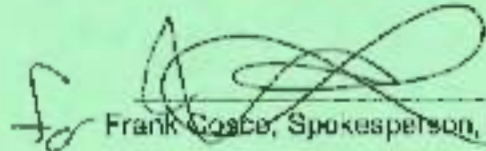
<sup>3</sup>Annual wage rates to be determined depending on the ESD.

Dated this 16 day of July, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
Frank Coote, Spokesperson, VCCFA

**APPENDIX XXIII  
MOVEMENT FROM SEMI-MONTHLY TO BI-WEEKLY PAY PERIODS**

**LETTER OF UNDERSTANDING**

When the College implemented biweekly payroll in 2013, the College provided each faculty member who was employed at that time with a one-time advance equal to one week's wages (the "Advance"), to allow for the implementation of a five-day processing lag and the transition from a semi-monthly to a bi-weekly pay system. The parties have agreed that the Advance shall not bear interest.

A faculty member who received an Advance may elect to repay the amount of the Advance at any time. If the full amount of the Advance has not been repaid in full by the time when the faculty member's employment with the College ends, the outstanding amount of the Advance will be deducted from the final wages owed to the faculty member.

Move the paragraphs above to Appendix I under "Notes" and delete Appendix XXIII

**APPENDIX I  
SALARY SCHEDULES AS OF \_\_\_\_\_**

[Salary Schedules as revised]

**Notes:**

The College agrees to pay all faculty members bi-weekly. All faculty members shall be paid by direct deposit.

Bi-weekly Rate = Annual Salary ÷ 26.1

Per Diem Rate = Annual Salary ÷ 201 days and Per Diem Hourly Rate further ÷ 5 hours

<sup>1</sup>The first day of the first full pay period after this date. For April 1, 2015 the first day of the first full pay period after this date or the first day of the first full pay period after the date of ratification of the collective agreement (whichever is later).

<sup>2</sup>See below for Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

<sup>3</sup>Annual wage rates to be determined depending on the ESD.





**Movement from Semi-Monthly to Bi-Weekly Pay Periods**


When the College implemented biweekly payroll in 2013, the College provided each faculty member who was employed at that time with a one-time advance equal to one week's wages (the "Advance"), to allow for the implementation of a five-day processing lag and the transition from a semi-monthly to a bi-weekly pay system. The parties have agreed that the Advance shall not bear interest.

A faculty member who received an Advance may elect to repay the amount of the Advance at any time. If the full amount of the Advance has not been repaid in full by the time when the faculty member's employment with the College ends, the outstanding amount of the Advance will be deducted from the final wages owed to the faculty member.

Dated this 12<sup>th</sup> day of September, 2019

On Behalf of Vancouver Community College

On Behalf of Vancouver Community College Faculty Association

  
Chris Rawson, Spokesperson, PSEA

  
Frank Cosco, Spokesperson, VCCFA

**APPENDIX III  
PART A - SCHEDULE OF BENEFIT PARTICIPATION**

	General (Sick/Leave) Holidays	Annual Vacation	Sick Leave	M.S.F. and Extended Health	Short Term Disability (STD)	Long Term Disability (LTD)	Group Life / Accidents, Death and Dismemberment	Voluntary Life	Dental
Auxiliary	✓1	✓1	X	X	X	X	X	X	X
Term - Less than half-line	✓1	✓1	X	X6	X	X	X	X	X
Term - Half-line or more and one month or more in length	✓1	✓1	✓	✓2	✓4	✓4	✓4	✓5	✓4
Term - Half-line or more and one year in length	✓	✓	✓	✓2	✓4	✓4	✓4	✓5	✓4
Regular - Probationary or Permanent	✓	✓	✓	✓2	✓3	✓3	✓3	✓5	✓3

Legend: ✓ Eligible    X Not Eligible

**Footnotes:**

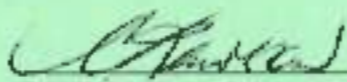
- 1 - Included in Rate of Pay
- 2 - Beginning of first day of the month coincident with or next following the faculty member's date of employment
- 3 - Mandatory on the first day of the month coincident with or next following the faculty member's date of employment
- 4 - Mandatory upon completion of 12 months of service in a consecutive 12 month period at half line or more
- 5 - Optional benefit, available only if covered under Group Life Benefits
- 6 - Effective June 29, 2015, additional 3% of salary in lieu of health and welfare benefit coverage


Canada Pension Plan, C.I. and W.G.B. Workers' Compensation benefits are available to all faculty members in accordance with statutory requirements.

Dated this 16 day of July, 2019

**On Behalf of Vancouver Community College**

**On Behalf of Vancouver Community College Faculty Association**

  
Chris Rawson, Spokesperson, PSEA

  
for Frank Cosco, Spokesperson, VCCFA



**APPENDIX VIII**  
**GUIDELINES FOR THE EVALUATION AND APPRAISAL OF FACULTY**  
**MEMBERS WITH RESPONSIBILITY ALLOWANCES**

**GUIDELINES FOR EVALUATION OF INSTRUCTIONAL ASSOCIATES**

**(Pursuant to Articles 3.10.2, 13.2.4 and 16.3)**

**1 Orientation and Timing**

At the beginning of the appointment, an Instructional Associate will be provided with an orientation to the position which includes a discussion of the evaluation criteria and process. For Instructional Associates, the appropriate Dean or Director will fulfill this role. Evaluation will be completed in the second half of the initial probationary year of appointment.

**2 Criteria for Evaluation**

**2.1 Contribution to Learning Environment**

2.1.1 Fosters quality in instruction;

2.1.2 Guides and coordinates the development of curriculum materials;

2.1.3 Recommends desired changes in courses and/or programs to the appropriate governance and administrative bodies;

2.1.4 Facilitates the process for submission of new curriculum, courses and programs for approval by governance bodies; and

2.1.5 Assists in the provision of adequate instructional facilities and equipment.

**2.2 Contribution to Department Heads, Assistant Department Heads and Coordinators**

2.2.1 Mentors other IRA's individually and in groups;

2.2.2 Participates in IRA Orientation; and

2.2.3 Provides and recommends workshops and other in-service activities for IRA's.

**2.3 Contribution to Faculty and Staff**

2.3.1 Assists and supports staff and faculty professional development;

2.3.2 As appropriate, supports faculty and staff in their work;

2.3.3 Assists in keeping departments and/or programs informed about College developments; and

2.3.4 Informs Dean(s) and Directors, as appropriate, of emerging program, faculty, and student needs.

## **2.4 Leadership**

2.4.1 Communicates well verbally and in writing;

2.4.2 Demonstrates understanding of the College as a whole;

2.4.3 Deliberates before making a decision;

2.4.4 Consults appropriately;

2.4.5 Takes action in an effective manner;

2.4.6 Fulfills responsibility responsibilities relevant to the position;

2.4.7 Demonstrates commitment to the programs and the College;

2.4.8 Works cooperatively and effectively with others;

2.4.9 Takes initiative and is proactive in carrying out the responsibilities of the role;

2.4.10 Conducts effective meetings; and

2.4.11 Demonstrates leadership relevant to the position.

## **2.5 Coordination and Process**

2.5.1 Chairs selection committees effectively;

2.5.2 Liaises effectively internally and externally;

2.5.3 Works cooperatively and effectively with committees relevant to the role;

2.5.4 Participates actively in the coordination and process of program review; and

2.5.5 Encourages and facilitates cooperation among programs and schools.

## **2.6 Planning and Development**

2.6.1 Participates actively in planning for Schools, Centres and programs;

2.6.2 As appropriate, assists with planning for programs;

2.6.3 Conducts and coordinates research projects that are thorough and relevant; and

2.6.4 Shows leadership in carrying out action plans from program review.





## **2.7 Contribution to College and Community**

- 2.7.1 Maintains effective liaison with other Faculty members with Responsibility Allowance throughout the College and with College services;
- 2.7.2 Maintains effective liaison with other institutions;
- 2.7.3 Maintains effective liaison with industry, business and government, as appropriate;
- 2.7.4 As appropriate, represents Schools, Centres and programs effectively; and
- 2.7.5 Initiates and maintains good public relations for the College, as appropriate, and for Schools, Centres and programs relevant to the position.

## **3 Evaluation Process**

- 3.1 For an Instructional Associate, the evaluation process will be initiated and administered by an appropriate Dean or Director. The evaluation process will be supported by Human Resources and Institutional Research. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.
- 3.2 A confidential survey questionnaire based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.
  - 3.2.1 All Department Heads, Assistant Department Heads and Coordinators within the appropriate cluster of programs and services, as well as all Deans and Directors in the cluster will be included (except for the Dean or Director who will be writing the evaluation report).
  - 3.2.2 The Instructional Associate will also provide a list of faculty members from other areas of the College that they wish to have included.
  - 3.2.3 The College may suggest a list that would be appropriate for Instructional Associates to consider for inclusion.
- 3.3 Institutional Research will tabulate the responses to the questionnaires and forward the tabulated results to the Instructional Associate. A copy of the tabulated results will also be sent to the Dean or Director who will be writing the evaluation report and the 2 parties will meet to discuss the results.
- 3.4 The Dean or Director will make a recommendation as to whether the evaluation is either satisfactory or not satisfactory pursuant to Article 13.2.3 and provide a rationale when an evaluation is deemed unsatisfactory.
- 3.5 The Instructional Associate may prepare a response or commentary on the results and recommendation.

*JD*  
*CR*

#### **4 Evaluation Report**

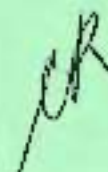
- 4.1 The tabulated results, any response or commentary by the Instructional Associate, and the recommendation of the Dean or Director will form the evaluation report. It shall be signed by the Dean or Director and the Instructional Associate and shall be included in the Instructional Associate's official Personnel File. The Instructional Associate's signature only indicates evidence of the report having been read.
- 4.2 The Dean or Director who has written the recommendation will forward the evaluation report to the appropriate Vice President. The Vice President or delegate will consider the evaluation report in determining whether the Instructional Associate is confirmed for the remainder of the term of appointment pursuant to Article 13.2.5. The Vice President will provide a written rationale when the evaluation is deemed to be unsatisfactory.
- 4.3 Instructional Associates will be deemed to have received a satisfactory evaluation if an evaluation has not been completed within the first year of their appointments.

#### **5 Joint Steering Committee**

The Joint Steering Committee shall be responsible for approving the instruments and procedures of evaluation and will hear any submissions on their efficacy. The Joint Steering Committee may make revisions to the instruments and procedures and shall notify the College and Association when it does so.

#### **6 Grievance Procedure**

These procedures shall be subject to the grievance procedure in the Agreement.





**GUIDELINES FOR EVALUATION OF DEPARTMENT HEADS, ASSISTANT  
DEPARTMENT HEADS OR COORDINATORS II**

(Pursuant to Articles 3.10.2, 13.2.4 and 16.3)

**7 Orientation and Timing**

At the beginning of the initial appointment, a Department Head, Assistant Department Head or Coordinator II will be provided with an orientation to the position which includes a discussion of the evaluation criteria and process. For Department Heads or Coordinators II, the appropriate Dean or Director will fulfill this role; for Assistant Department Heads, the orientation will be done by the appropriate Department Head. Evaluation will be completed in the second half of the initial probationary year of appointment.

**8 Criteria for Evaluation**

**8.1 Contribution to Learning Environment**

**8.1.1** Fosters quality in instruction;

**8.1.2** Ensures course and curriculum objectives are achieved;

**8.1.3** Ensures appropriate methods of assessment are in place;

**8.1.4** Guides the development of course and curriculum materials;

**8.1.5** Recommends desired changes in courses and/or programs to the appropriate governance and administrative bodies; and

**8.1.6** Assists in the provision of adequate instructional facilities and equipment.

**8.2 Contribution to Student Success**

**8.2.1** Treats students with respect and interest;

**8.2.2** Deals with students in ways that recognize their diversity;

**8.2.3** Advises students of available College resources; (student support, financial aid, admissions, etc.)

**8.2.4** Advises students appropriately for admissions/course placements;

**8.2.5** When appropriate, aids in placing graduates in employment; and

**8.2.6** Deals effectively with student issues.

**8.3 Contribution to Faculty and Staff**

**8.3.1** Encourages participation in departmental committees and activities;

**8.3.2** Assists and supports staff and faculty professional development;

*qb* *CR*

8.3.3 Supports faculty and staff in their work; and

8.3.4 Keeps members of the department and/or program informed about College developments.

8.4 **Leadership**

8.4.1 Communicates well verbally and in writing;

8.4.2 Demonstrates understanding of the College as a whole;

8.4.3 Deliberates before making a decision.

8.4.4 Consults appropriately;

8.4.5 Takes action in an effective manner.

8.4.6 Fulfills responsibility responsibilities relevant to the position, and

8.4.7 Demonstrates commitment to the department and the College.

8.5 **Department Management**

8.5.1 Supervises faculty and staff appropriately.

8.5.2 Responds in a timely manner;

8.5.3 Actively participates in the recruitment and renewal of the faculty and staff complement;

8.5.4 In cooperation with faculty and staff, effectively schedules all duty, leave, holidays and professional development activities;

8.5.5 Conducts effective department meetings;

8.5.6 Coordinates and delegates appropriate duties and responsibilities;

8.5.7 Effectively orients new faculty and staff to the department, the School, Centre and the College;

8.5.8 Prepares and monitors the departmental budget;

8.5.9 Participates in the evaluation and appraisal procedures set out for faculty and staff effectively and appropriately; and

8.5.10 Resolves conflict effectively and fairly.

8.6 **Department Planning and Development**

8.6.1 Initiates departmental planning;

AD

PK



8.6.2 Supports faculty in planning; and

8.6.3 Participates in ongoing program review.

8.7 **Contribution to College and Community**

8.7.1 Maintains effective liaison with other Faculty members with Responsibility Allowance and College services.

8.7.2 Maintains effective liaison with other institutions;

8.7.3 Maintains effective liaison with industry, business and government, as appropriate;

8.7.4 Ensures appropriate representation at Program Advisory and other provincial committees.

8.7.5 Represents the department effectively; and

8.7.6 Maintains good public relations for the College, as appropriate, and for departmental programs.

9 **Evaluation Process**

9.1 For a Department Head or Coordinator II, the evaluation process will be initiated and administered by the appropriate Dean or Director. For an Assistant Department Head, the appropriate Department Head will fulfill this role. The evaluation process will be supported by Human Resources and Institutional Research. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.

9.2 A confidential survey questionnaire based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.

9.2.1 All faculty and staff within the person's department will be included on the list.

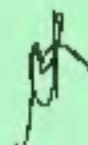
9.2.2 The Department Head, Assistant Department Head or Coordinator II will also provide a list of faculty members from outside the department that they wish to have included.

9.2.3 The College may suggest a list that would be appropriate for most Department Heads, Assistant Department Heads or Coordinators II to consider for inclusion.

9.3 Institutional Research will tabulate the results of the questionnaire and send the results to the evaluatee.

9.3.1 For a Department Head or Coordinator II, a copy of the tabulated results will also be sent to the appropriate Dean or Director and the two parties will meet to discuss the results. The Dean or Director will make a determination as to whether the evaluation is either satisfactory or not satisfactory pursuant to Article 13.2.6 and provide a rationale when an evaluation is deemed unsatisfactory.

AD



**9.3.2** For an Assistant Department Head, a copy of the tabulated results will also be sent to the appropriate Department Head and they will meet to discuss the results. The Department Head will make a determination as to whether the evaluation is either satisfactory or not satisfactory pursuant to Article 13.2.5 and provide a rationale when an evaluation is deemed unsatisfactory.

**9.3.3** The Department Head, Assistant Department Head or Coordinator II may prepare a response or commentary on the results and recommendation.

## **10** **Evaluation Report**

**10.1** The tabulated results of the questionnaire, any response or commentary by the Department Head, Assistant Department Head or Coordinator II and the decision of the appropriate evaluator will form the evaluation report. It shall be signed by the appropriate evaluator and the evaluatee and shall be included in the evaluatee's official Personnel File. The evaluatee's signature only indicates evidence of the report having been read.

**10.2** The evaluation report shall be considered by the appropriate Vice-President or delegate in determining whether the Department Head, Assistant Department Head or Coordinator II is confirmed for the remainder of the term of appointment pursuant to Article 13.2.6.

**10.3** A Department Head, Assistant Department Head or Coordinator II will be deemed to have received a satisfactory evaluation if one has not been completed within the first year of their appointment.

## **11** **Joint Steering Committee**

The Joint Steering Committee shall be responsible for approving the instruments and procedures of evaluation and will hear any submissions on their efficacy. The Joint Steering Committee may make revisions to the instruments and procedures and shall notify the College and Association when it does so.

## **12** **Grievance Procedure**

These procedures shall be subject to the grievance procedure contained in the Agreement.





**GUIDELINES FOR PERFORMANCE APPRAISAL OF DEPARTMENT HEADS,  
ASSISTANT DEPARTMENT HEADS OR COORDINATORS II**

**(Pursuant to Articles 3.10.2, 13.2.4 and 16.3)**

**13      Orientation and Timing**

At the beginning of the second or subsequent 3-year term of appointment, a Department Head, Assistant Department Head or Coordinator II shall be informed of the performance appraisal criteria and process. For Department Heads and Coordinators II, this shall be done by the appropriate Dean or Director; for Assistant Department Heads it shall be done by the appropriate Department Head. The performance appraisal survey will be completed before the end of the first year of the second term or subsequent 3-year term of appointment.

**14      Criteria for Performance Appraisal**

The performance appraisal criteria shall be the same as the criteria for evaluation in Point 2 of the Guidelines for Evaluation of Department Heads, Assistant Department Heads or Coordinators II in this Appendix.

**15      Performance Appraisal Process**

**15.1**      For a Department Head or Coordinator II, the performance appraisal process will be initiated and administered by the appropriate Dean or Director. For an Assistant Department Head, the appropriate Department Head will fulfill this role. The performance appraisal process will be supported by Human Resources and Institutional Research. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.

**15.2**      A confidential survey based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.

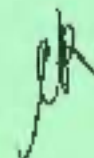
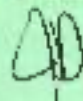
**15.2.1**      All faculty and staff within the person's department will be included on the list.

**15.2.2**      The Department Head, Assistant Department Head or Coordinator II will also provide a list of faculty members from outside the department that they wish to have included.

**15.2.3**      The College may suggest a list that would be appropriate for most Department Heads, Assistant Department Heads or Coordinators II to consider for inclusion.

**15.2.4**      The Department Head, Assistant Department Head or Coordinator II will also complete the survey as a self-appraisal prior to receiving the results of the other respondents.

**15.3**      Institutional Research will collate and transcribe the responses of the survey and send a copy of the collated and transcribed responses to the Department Head, Assistant Department Head or Coordinator II. The Department Head, Assistant Department Head or Coordinator II will prepare a development plan in response to the survey results and self-appraisal.



**15.3.1** For a Department Head or Coordinator II, a copy of the survey results will also be sent to the appropriate Dean or Director and the 2 parties will meet to discuss the results and the development plan.

**15.3.2** For an Assistant Department Head, a copy of the survey results will also be sent to the appropriate Department Head. The Assistant Department Head and Department Head will meet to discuss the results and the development plan.

**16** **Performance Appraisal Report**

**16.1** The survey results and a copy of the Department Head, Assistant Department Head or Coordinator II's self-appraisal and development plan will form the performance appraisal report. The report for a Department Head or Coordinator II shall be signed by the appropriate Dean or Director and the Department Head or Coordinator II. The report for an Assistant Department Head shall be signed by the appropriate Department Head and the Assistant Department Head. The signatures on the report would indicate that the performance appraisal process has been completed. The report shall be included in the Department Head, Assistant Department Head or Coordinator II's performance appraisal file as per Articles 15.4 and 15.4.1.

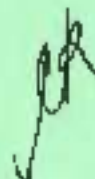
**16.2** A Department Head, Assistant Department Head or Coordinator II will be deemed to have received a performance appraisal if one has not been completed within the first year of the second or subsequent 3-year term of appointment.

**17** **Joint Steering Committee**

The Joint Steering Committee shall be responsible for approving the instruments and procedures of performance appraisal and will hear any submissions on their efficacy. The Joint Steering Committee may make revisions to the instruments and procedures and shall notify the College and Association when it does so.

**18** **Grievance Procedure**

These procedures shall subject to the grievance procedure in the Agreement.





## GUIDELINES FOR EVALUATION OF COORDINATORS I

(Pursuant to Articles 3.10.2, 13.2.4 and 16.3)

### 19      **Orientation and Timing**

At the beginning of the initial appointment, a Coordinator I will be provided with an orientation to the position which includes a discussion of the evaluation criteria and process. This orientation will be done by the appropriate Department Head. Evaluation will be completed in the second half of the initial probationary year of appointment.

### 20      **Criteria for Evaluation**

#### 20.1      **Assisting with Faculty Development:**

20.1.1      As appropriate, assists with faculty and staff recruitment, selection and development;

20.1.2      Orients new faculty to the level, area or program; and

20.1.3      Provides instructional support to faculty.

#### 20.2      **Coordinating Curriculum Development**

20.2.1      Promotes information-sharing about current and new developments;

20.2.2      Ensures that adequate learning materials and resources are available for the use of faculty;

20.2.3      Searches out new learning resources and materials;

20.2.4      Evaluates new learning resources and materials; and

20.2.6      Ensures that the programs are relevant to student needs.

#### 20.3      **Contribution to Student Access and Success**

20.3.1      Within the context of College and departmental policies and objectives, establishes and/or maintains policies and procedures for:

- a)      student evaluation;
- b)      student referral; and
- c)      student promotion;

20.3.2      Monitors student attendance and progress within the area;

20.3.3      Advises students, as needed, when their progress is unsatisfactory;

20.3.4      Advises students, as needed, when their conduct is unsatisfactory;

20.3.5      Provides students, as needed, with support and advice on achieving their goals;

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- 20.3.6 Advises students of available College resources;
- 20.3.7 Treats students with respect and interest;
- 20.3.8 Deals with students in ways that recognize their diversity;
- 20.3.9 Advises students, as needed, on their registration options; and
- 20.3.10 Conducts student orientation and intake interviews.

20.4 **Promotion of Effective Communication**

- 20.4.1 Conducts effective faculty meetings as required;
- 20.4.2 Promotes effective communication among faculty as appropriate;
- 20.4.3 Is available for consultations;
- 20.4.4 Consults appropriately;
- 20.4.5 Communicates well, verbally and in writing; and
- 20.4.6 As appropriate, liaises well with College services, other departments and outside agencies

20.5 **Contribution to Progress Assessment and Testing**

- 20.5.1 Assists in the development and administration of progress assessments; and
- 20.5.2 Assists in the development and administration of department progress or proficiency tests.

20.6 **Leadership**

- 20.6.1 Deliberates before making a decision;
- 20.6.2 Takes action in an effective manner;
- 20.6.3 Fulfills responsibility responsibilities relevant to the position;
- 20.6.4 Effectively supports and contributes to the departmental registration process;
- 20.6.5 Demonstrates commitment to the department and the College;
- 20.6.6 Effectively assumes duties of Department Head when necessary; and
- 20.6.7 Schedules faculty members as applicable.

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## 21      **Evaluation Process**

21.1      The evaluation process for a Coordinator I will be initiated and administered by the appropriate Department Head and supported by Human Resources and Institutional Research. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.

21.2      A confidential survey questionnaire based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.

21.2.1    All faculty and staff within the Coordinator I's department will be included on the list.

21.2.2    The Coordinator I will also provide a list of faculty members from outside the department that they wish to have included.

21.2.3    The College may suggest a list that would be appropriate for most Coordinators I to consider for inclusion.

21.3      Institutional Research will tabulate the results of the questionnaire and send the results to the Coordinator I. A copy of the tabulated results will also be sent to the appropriate Department Head and the 2 parties will meet to discuss the results. The Department Head will make a determination as to whether the evaluation is either satisfactory or not satisfactory and provide a rationale when an evaluation is deemed unsatisfactory. The Coordinator may prepare a response or commentary on the results and recommendation.

## 22      **Evaluation Report**

22.1      The tabulated results, any response or commentary by the Coordinator I and the decision of the Department Head will form the evaluation report. It shall be signed by the Department Head and the Coordinator I and shall be included in Coordinator I's official Personnel File. The Coordinator I's signature only indicates evidence of the report having been read.

22.2      The evaluation report shall be considered by the appropriate Vice President or delegate in determining whether the Coordinator I is confirmed for the remainder of the term of appointment pursuant to Article 13.2.6.

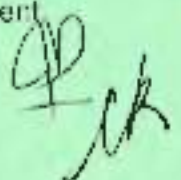
22.3      A Coordinator I will be deemed to have received a satisfactory evaluation if one has not been completed within the first year of their appointment.

## 23      **Joint Steering Committee**

The Joint Steering Committee shall be responsible for approving the instruments and procedures of evaluation and will hear any submissions on their efficacy. The Joint Steering Committee may make revisions to the instruments and procedures and shall notify the College and Association when it does so.

## 24      **Grievance Procedure**

These procedures shall be subject to the grievance procedure in the Agreement.





## GUIDELINES FOR PERFORMANCE APPRAISAL OF COORDINATORS I

(Pursuant to Articles 3.10.2, 13.2.4 and 16.3)

### 25      **Orientation and Timing**

At the beginning of the second or subsequent 3-year term of appointment, a Coordinator I shall be informed of the performance appraisal criteria and process. This shall be done by the appropriate Department Head. The performance appraisal survey will be completed before the end of the first year of the second term or subsequent 3-year term of appointment.

### 26      **Criteria for Performance Appraisal**

The performance appraisal criteria shall be the same as the criteria for evaluation in Point 2 of the Guidelines for Evaluation of Coordinators I in this Appendix.

### 27      **Performance Appraisal Process**

27.1      The performance appraisal process for a Coordinator I will be initiated and administered by the appropriate Department Head and supported by Human Resources and Institutional Research. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.

27.2      A confidential survey based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.

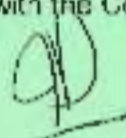
27.2.1    All faculty and staff within the Coordinator I's department will be included on the list.

27.2.2    The Coordinator I will also provide a list of faculty members from outside the department that they wish to have included.

27.2.3    The College may suggest a list that would be appropriate for most Coordinators I to consider for inclusion.

27.2.4    The Coordinator I will also complete the survey as a self-appraisal prior to receiving the results of the other respondents.

27.3      Institutional Research will collate and transcribe the responses of the survey and send a copy of the collated and transcribed responses to the Coordinator I. The Coordinator I will prepare a development plan in response to the survey results and self-appraisal. The survey results will also be sent to the appropriate Department Head who will meet with the Coordinator I to discuss the results and the development plan.





**28 Performance Appraisal Report**

**28.1** The survey results and a copy of the Coordinator I's self-appraisal and development plan will form the performance appraisal report. The report shall be signed by the appropriate Department Head and Coordinator I to indicate that the performance appraisal process has been completed. The report shall be included in the Coordinator I's performance appraisal file as per Article 15.4 and 15.4.1.

**28.2** A Coordinator I will be deemed to have received a performance appraisal if one has not been completed within the first year of the second or subsequent 3-year term of appointment.

**29 Joint Steering Committee**

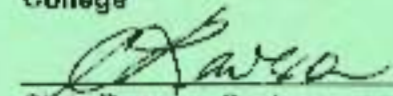
The Joint Steering Committee shall be responsible for approving the instruments and procedures of performance appraisal and will hear any submissions on their efficacy. The Joint Steering Committee may make revisions to the instruments and procedures and shall notify the College and Association when it does so.

**30 Grievance Procedure**

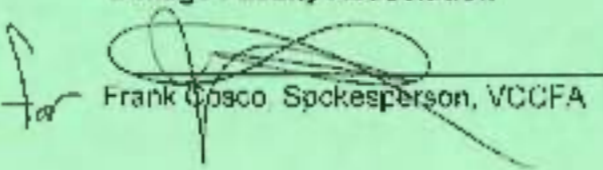
These procedures shall subject to the grievance procedure in the Agreement.

Dated this 31 day of July, 2019

On Behalf of Vancouver Community College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community College Faculty Association

  
for Frank Cosco, Spokesperson, VCCFA



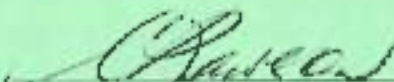
**APPENDIX XII**  
**COMMON FACULTY PROFESSIONAL DEVELOPMENT COMMITTEE**  
**LETTER OF UNDERSTANDING**

Pursuant to **Article 5.5.3** and Article 16 of the Common Agreement establishing a Common Faculty Professional Development Fund, the parties agree to the following:

1. The Common Faculty Professional Development Fund process will include the establishment of a joint committee of at least one representative of the College and one representative of the Association, to a maximum of 2 representatives each. The joint committee will adjudicate applications and make recommendations for approval to the College's applicable senior administrator(s).
2. This Committee will operate on the basis of mutually agreed process and criteria established in Guidelines which the parties will annually review and amend as necessary.

Dated this 16 day of July, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

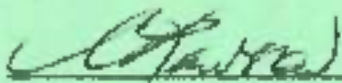
  
Frank Cosco, Spokesperson, VCCFA

**Appendix XVII**

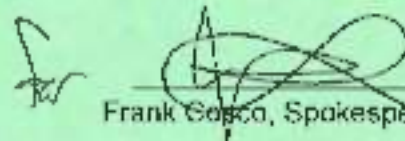
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Dated this 16 day of July, 2019

**On Behalf of Vancouver Community  
College**

  
Chris Rawson, Spokesperson, PSEA

**On Behalf of Vancouver Community  
College Faculty Association**

  
Frank Gosco, Spokesperson, VCCFA



APPENDIX XXI  
REVIEW OF INSTRUCTIONAL PERFORMANCE REVIEW PROCESS

Delete

Dated this 25 day of July, 2019

On Behalf of Vancouver Community  
College

On Behalf of Vancouver Community  
College Faculty Association

  
Chris Rawson, Spokesperson, PSEA

  
for Frank Casco, Spokesperson, VCCFA

APPENDIX XXII

RETIREMENT AND SUCCESSION ISSUES

LETTER OF UNDERSTANDING

The College and the Association will establish a joint subcommittee to discuss the following:

- mechanisms for assisting existing faculty to transition into retirement, and for recruiting new faculty; and
- succession planning and the creation of mentoring opportunities.

The joint subcommittee will be established under Article 3.10, and will be comprised of at least two representatives of the College and two representatives of the Association, to a maximum of three representatives each.

The goal of the joint subcommittee will be to complete its discussions and provide a report to the parties outlining its findings and recommendations by December 31, 2015.

~~This Letter of Understanding will expire on the date of completion of the subcommittee's report or the expiry of the Collective Agreement, whichever occurs first.~~

Delete

Dated this 25 day of July, 2019

On Behalf of Vancouver Community College

On Behalf of Vancouver Community College Faculty Association

  
Chris Rawson, Spokesperson, PSEA

  
Frank Casco, Spokesperson, VCCFA

**APPENDIX XXIII  
MOVEMENT FROM SEMI-MONTHLY TO BI-WEEKLY PAY PERIODS**

**LETTER OF UNDERSTANDING**

When the College implemented biweekly payroll in 2013, the College provided each faculty member who was employed at that time with a one-time advance equal to one week's wages (the "Advance"), to allow for the implementation of a five-day processing lag and the transition from a semi-monthly to a bi-weekly pay system. The parties have agreed that the Advance shall not bear interest.

A faculty member who received an Advance may elect to repay the amount of the Advance at any time. If the full amount of the Advance has not been repaid in full by the time when the faculty member's employment with the College ends, the outstanding amount of the Advance will be deducted from the final wages owed to the faculty member.

Move the paragraphs above to Appendix I under "Notes" and delete Appendix XXIII

**APPENDIX I  
SALARY SCHEDULES AS OF \_\_\_\_\_**

[Salary Schedules as revised]

**Notes:**

The College agrees to pay all faculty members bi-weekly. All faculty members shall be paid by direct deposit.

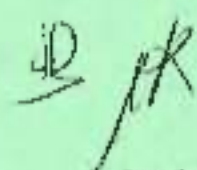
Bi-weekly Rate = Annual Salary ÷ 26.1

Per Diem Rate = Annual Salary ÷ 201 days and Per Diem Hourly Rate further ÷ 5 hours

<sup>1</sup>The first day of the first full pay period after this date. For April 1, 2015 the first day of the first full pay period after this date or the first day of the first full pay period after the date of ratification of the collective agreement (whichever is later).

<sup>2</sup>See below for Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

<sup>3</sup>Annual wage rates to be determined depending on the ESD.





**Movement from Semi-Monthly to Bi-Weekly Pay Periods**


When the College implemented biweekly payroll in 2013, the College provided each faculty member who was employed at that time with a one-time advance equal to one week's wages (the "Advance"), to allow for the implementation of a five-day processing lag and the transition from a semi-monthly to a bi-weekly pay system. The parties have agreed that the Advance shall not bear interest.

A faculty member who received an Advance may elect to repay the amount of the Advance at any time. If the full amount of the Advance has not been repaid in full by the time when the faculty member's employment with the College ends, the outstanding amount of the Advance will be deducted from the final wages owed to the faculty member.

Dated this 12<sup>th</sup> day of September, 2019

On Behalf of Vancouver Community College

On Behalf of Vancouver Community College Faculty Association

  
Chris Rawson, Spokesperson, PSEA

  
for Frank Cosco, Spokesperson, VCCFA

APPENDIX XXIV  
MATERNITY LEAVE, PARENTAL LEAVE AND ADOPTION LEAVE FOR TERM AND PART-  
TIME REGULAR FACULTY MEMBERS INSTRUCTORS

MEMORANDUM OF AGREEMENT

1. ~~The provisions of this Settlement Memorandum apply to pregnant, new, or adoptive mothers who are Term Instructors who have held contracts of employment for a minimum of six months as provided in Article 4.11.4 c)~~

For the purposes of this Appendix, a "term faculty member":

a. means a term faculty member who has held contracts of employment for a minimum of six months as provided in Article 4.11.4(c); and

b. includes a part-time regular faculty member who is eligible for top-up term appointments as provided in Articles 4.10.4 and 4.11.4(b). The provisions of this Appendix apply only to the top-up term portion of the part-time regular faculty member's appointments.

2. The provisions of this Settlement Memorandum Appendix are intended to set out the entitlement of Term Instructors term faculty members to maternity, parental and/or adoption leave and to ensure that Term Instructors term faculty members are in the same, but not better, position with respect to accrual of seniority and days toward regularization that they would have been had the leave not been taken.

3. The parties agree to set out in a Memorandum of Agreement ("MOA"), their mutual interpretation of the applicability of Article 8.13 (Maternity Leave and Parental Leave) and Article 8.14 (Adoption Leave) to Term Instructors no later than May 31, 2008. This MOA shall remain in full force and effect until the parties mutually agree otherwise.

For the purposes of and subject to the Procedures in this Appendix, Articles 8.13 and 8.14 will be interpreted as follows:

a. in the case of a term faculty member who is the parent giving birth, for a maximum period of 78 consecutive weeks, the term faculty member will be eligible for:

i. maternity leave for up to 17 consecutive weeks, beginning no earlier than 13 weeks before the expected birth date and no later than the actual birth date;

ii. parental leave for up to 61 consecutive weeks, which must begin immediately after the end of the 17 week period described above;

b. in the case of a term faculty member who is the parent other than the parent giving birth, the term faculty member will be eligible for a maximum period of 62 consecutive weeks of parental leave, which must begin within 78 weeks of the birth of the child; and



- c. in the case of adoption, the term faculty member will be eligible for a maximum period of 62 consecutive weeks of adoption leave, which must begin within 78 weeks after the child is placed with the adopting parent.

The leave period granted shall be inclusive of the entitlement, if any, of the term faculty member to maternity, parental and/or adoption leave under the Employment Standards Act. Further, the provisions set out in section 54 of the Employment Standards Act apply to leaves taken pursuant to this Appendix.

4. ~~If a Term Instructor wishes to request maternity or adoption leave each request shall be in writing and the Term Instructor shall provide the College with a doctor's certificate indicating the expected due date, or in the case of an adoptive mothers, shall provide the College with some evidence of entitlement to the leave.~~

It is understood that no Term Instructor term faculty member who, while on maternity, parental and/or adoption leave from the College, accepts work elsewhere, is entitled to remain on maternity, parental and/or adoption leave.

5. ~~Subject to the terms of the MOA, a Term Instructor who is pregnant, or has recently given birth or adopted a child, shall be offered all appointments to which she would otherwise be entitled under Article 4.11.4(g).~~

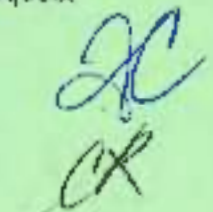
It is understood that if a Term Instructor term faculty member accepts a term appointment and returns to work, the eligible 62-week leave period is ended and the Instructor term faculty member is not entitled to any further maternity, parental and/or adoption leave in relation to that child or those children.

#### Procedure

6. ~~The Term Instructor will be granted such appointments as she accepts and will be granted maternity or adoption leave from these appointments only in accordance with the agreed upon interpretation of Article 8.13 and Article 8.14 set out in the MOA. If there is no appointment to which the Term Instructor would have been entitled, the Term Instructor will not be considered to be on leave.~~

If a Term Instructor term faculty member wishes to request maternity, parental or adoption leave, such request shall be in writing and the Term Instructor term faculty member shall provide the College with a doctor's certificate indicating the expected due date, or in the case of an adoptive mothers adoption, shall provide the College with some evidence of entitlement to the leave. As far as possible, a term faculty member should apply for maternity, parental and/or adoption leave at the time when the term appointment is offered or when the need for maternity, parental and/or adoption leave is known.

7. ~~Term Instructors will be contacted by the Dean or delegate, or Department Head, in the usual manner when term work is available and offered appointments in accordance with Article 4.11.4(c). The Term Instructor may accept such appointments and request maternity or adoption leave (whichever is applicable).~~





Subject to the terms of this Appendix, where term work is available, a term faculty member who has requested maternity, parental and/or adoption leave will be offered term appointments to which the term faculty member would otherwise be entitled in accordance with Articles 4.11.4(b) and 4.11.4(c) and departmental procedures. Specifically, term faculty members will be contacted by the Dean or delegate, or Department Head, in the usual manner, when term work is available and offered appointments in accordance with Article 4.11.4(b) and 4.11.4(c). a Term Instructor who is pregnant, or has recently given birth or adopted a child, shall be offered all appointments to which she would otherwise be entitled under Article 4.11.4(c).

8. If the leave requested is to commence or expire during a term appointment, the Term Instructor shall advise the Dean or delegate, or Department Head, at the time she accepts the term appointment that she will be on leave for a portion of the period of the appointment. The Term Instructor and the College shall meet to attempt to reach agreement on the work to be performed by the Instructor during the appointment. Such work will be as per Article 6.4 or other duties as agreed between the parties. Should the College and Term Instructor not reach agreement, the College has the right to determine and schedule the Term Instructor's duties, as it deems appropriate.

If the term faculty member accepts the appointment(s), the term faculty member may apply for maternity, parental and/or adoption leave (whichever is applicable) from such appointment(s). The College will grant the leave request in accordance with this Appendix. The Term Instructor will be granted such appointments as she accepts and will be granted maternity, or adoption leave from those appointments only in accordance with the agreed upon interpretation of Article 8.13 and Article 8.14 set out in the MOA. If there is no appointment to which the Term Instructor term faculty member would have been entitled, the Term Instructor term faculty member will not be considered to be on leave.

9. For purposes of Article 4.12 (Regularization) and Article 10.1.4 (Seniority for Term Instructors) Term Instructors will accrue seniority and days toward regularization for up to fifty-two consecutive weeks from the commencement of any Maternity or Adoption Leave. Seniority and days toward regularization will accrue only for the time period(s) of appointments to which the Term Instructor would be entitled pursuant to Articles 4.11.4(c), 4.12.3 and 10.1.4.1.

10. 9. Should a Term Instructor who has completed two satisfactory evaluations in accordance with the evaluation process set out in Article 16 and Appendix VII accrue sufficient duty days toward regularization during the period of her maternity or adoption leave, that Term Instructor will be regularized forthwith in accordance with Article 4.12.4 for purposes of being offered appointments and accruing seniority. Should regularization occur at less than 100% time status, term appointments will be offered to the Term Instructor (now regularized) in the usual manner as per Article 4.11.4(b). If she accepts the offers she will be granted the appointments and will be placed on leave therefrom and shall accrue seniority and days worked for the purpose of credit for time status. On



her return to work, the Term Instructor shall be entitled to all benefits as a permanent regular faculty member in accordance with her time status.

If the leave requested is to commence or expire during a term appointment, the Term Instructor the term faculty member shall advise the Dean or delegate, or Department Head, at the time she the term faculty member accepts the term appointment that she they will be on leave for a portion of the period of the appointment. The Term Instructor term faculty member and the College shall meet to attempt to reach agreement on the work to be performed by the Instructor during the appointment. Such work will be as per Article 6.1 or other duties as agreed between the parties. Should the College and Term Instructor the term faculty member not reach agreement, the College has the right to determine and schedule the Term Instructor's the term faculty member's duties, as it deems appropriate.

### Regularization and Seniority

11. 10. Should a Term Instructor who has completed only one successful evaluation in accordance with the evaluation process set out in Article 18 and Appendix VII accrue sufficient days toward regularization during the period of her maternity or adoption leave, that Term Instructor shall be offered work and accrue seniority as though the evaluation process had been successfully completed and she had been regularized. If she would have been regularized at less than 100% time status, term appointments will be offered to the Term Instructor in the usual manner as per Article 4.11.4(b). If she accepts the offers, she will be granted the appointments and will be placed on leave therefrom and shall accrue seniority and days worked for the purpose of credit for time status. On her return to work, that Term Instructor will continue to be offered work and accrue seniority as though she had been regularized, but she will not be regularized until such time as she has completed two successful evaluations in accordance with Article 18 and Appendix VII. The College shall initiate the evaluation process within 2 months of the instructor's return to instructional duties. Once that Instructor successfully completes the evaluation process, the Instructor shall be regularized for purposes of seniority accrual retroactive to the first of the month following the date on which the time requirement for regularization was met. During the period prior to the second successful evaluation, she will be treated as a Term Instructor for all other purposes and there will be no retroactivity for these other purposes if the second evaluation is successful.

For the purposes of Article 4.12 (Regularization) and Article 10.1.4 (Seniority for Term Instructors) Term Instructors term faculty members will accrue seniority and days toward regularization for up to

- a. 78 weeks from the commencement of any maternity and/or parental leave, in the case of a term faculty member who is the parent giving birth;
- b. 62 weeks from the commencement of the parental leave, in the case of a term faculty member who is the parent other than the parent giving birth; or





c. 62 weeks from the commencement of the adoption leave, in the case of a term faculty member who is adopting.

Within these timeframes, Seniority and days toward regularization will accrue only for the time period(s) of appointments to which the Term-Instructor term faculty member would be entitled pursuant to Articles 4.11.4(b), 4.11.4(c), 4.12.3 and 10.1.4.1.

12. 11. A Term-Instructor who is regularized during the period of her maternity or adoption leave or who is on maternity or adoption leave and is regularized subsequently on her return to work is not entitled to parental leave pursuant to Article 8 of the Common Agreement following such maternity or adoption leave.

Should a Term-Instructor term faculty member who has completed two satisfactory evaluations in accordance with the evaluation process set out in Article 16 and Appendix VII accrue sufficient duty days toward regularization during the period of her the term faculty member's maternity, parental and/or adoption leave, that Term-Instructor term faculty member will be regularized forthwith in accordance with Article 4.12.1 for purposes of being offered appointments and accruing seniority. Should regularization occur at less than than 100% time status, top-up term appointments will be offered to the Term-Instructor the term faculty member (now regularized) in the usual manner as per Article 4.11.4(b). If she the term faculty member accepts the offers, she the term faculty member will be granted the appointments and will be placed on leave therefrom and shall accrue seniority and days worked for the purpose of credit for time status. On her the term faculty member's return to work, the Term-Instructor the term faculty member shall be entitled to all benefits as a permanent regular faculty member in accordance with her their time status.

13. 12. A Term-Instructor is entitled to MSP benefits for a maximum of 52 consecutive weeks from the commencement of her maternity or adoption leave, during the periods that the instructor is granted and taking leave from appointments of 50% or more time status.

Should a Term-Instructor term faculty member who has completed only one successful evaluation in accordance with the evaluation process set out in Article 16 and Appendix VII accrue sufficient days toward regularization during the period of her their maternity, parental and/or adoption leave, that Term-Instructor term faculty member shall be offered work and accrue seniority as though the evaluation process had been successfully completed and she they had been regularized. If she the term faculty member would have been regularized at less than 100% time status, top-up term appointments will be offered to the Term-Instructor the term faculty member in the usual manner as per Article 4.11.4(b). If she the term faculty member accepts the offers, she they will be granted the appointments and will be placed on leave therefrom and shall accrue seniority and days worked for the purpose of credit for time status. On her the term faculty member's return to work, that Term-Instructor term faculty member will continue to be offered work and accrue seniority as though she they had been regularized, but she they will not be regularized until such time as she has they have completed two successful evaluations in accordance with Article 16 and Appendix





VII. The College shall initiate the evaluation process within 2 months of the Instructor's term faculty member's return to instructional duties. Once that Instructor term faculty member successfully completes the evaluation process, the Instructor term faculty member shall be regularized for purposes of seniority accrual retroactive to the first of the month following the date on which the time requirement for regularization was met. During the period prior to the second successful evaluation, she the term faculty member will be treated as a Term-Instructor term faculty member for all other purposes and there will be no retroactivity for these other purposes if the second evaluation is successful.

44. ~~13.~~ A Term Instructor is entitled to Extended Health benefits (EHB) for a maximum of twenty-six consecutive weeks from the commencement of her maternity or adoption leave, during the periods that the instructor is granted and taking leave from appointments of 50% or more time status.

A Term Instructor term faculty member who is regularized during the period of her their maternity, parental and/or adoption leave or who is on maternity, parental and/or adoption leave and is regularized subsequently on her upon return to work is not entitled to parental leave pursuant to Article 8 of the Common Agreement following such maternity, parental and/or adoption leave.

#### Benefits and Pension

15. ~~14.~~ For purposes of the College Pension Act, a maximum of twenty-six consecutive weeks of any maternity or adoption leave will be coded appropriately to ensure that a Term instructor who wishes to purchase service for the period of the maternity or adoption leave will only be required to pay her portion of the pension contribution. The twenty-six weeks begin no later than the date upon which the maternity or adoption leave begins.

A term faculty member who is the parent giving birth is entitled to and the College shall make premium contributions for benefits for which the College is normally responsible for only MSP benefits for a maximum of 52 consecutive weeks and Extended Health Benefits for a maximum of 26 consecutive weeks a maximum of 78 consecutive weeks, from the commencement of her maternity the leave; provided that during such periods the term faculty member has been granted and is taking leave from appointments of 50% or more time status. The term faculty member shall not accrue will accrue vacation (if applicable pursuant to Article 5.3.1), and sick leave credits or and increment entitlement during the period of the maternity and parental leave, based only on the appointments to which the term faculty member would be entitled.

16. ~~15.~~ This Memorandum of Settlement applies to Regular Part-Time Instructors on maternity or adoption leave. When work is available, a Regular Part-Time Instructor on maternity or adoption leave will be offered term appointments in the usual way; the Regular Part-Time Instructor may accept such appointment(s) and apply for continued maternity or adoption leave from those appointment(s). The College will grant maternity or adoption leave from those term appointments.





A Term-Instructor term faculty member other than the parent giving birth or who is an adopting parent is entitled to and the College shall make premium contributions for only MSP benefits for which the College is normally responsible for a maximum of ~~52~~ 62 consecutive weeks and Extended Health Benefits for a maximum of 26 consecutive weeks, from the commencement of her adoption ~~the~~ leave; provided that during such periods the term faculty member has been granted and is taking leave from appointments of 50% or more time status. The term faculty member will accrue ~~shall not accrue~~ vacation (if applicable pursuant to Article 5.3.1), and sick leave credits or and increment entitlement during the period of parental or adoption leave, based only on the appointments to which the term faculty member would be entitled.

- ~~17. 16.~~ The parties agree that this Memorandum applies retroactively for the purposes of seniority accrual and accrual of duty days for regularization to Sheila Allen, Florica Alexandru, Fiona Bircher, Laura Bowie, Carla Endrizzi, Margaret Fast, Sherry Lukits, Lisa Martin, and Michele Mihai-off, and will be implemented immediately. Should the parties be unable to agree on the specific implementation of this Memorandum to any of the named individuals, Arbitrator A. Hickling remains seized.

For purposes of the Public Sector Pension Plans Act ~~College Pension Act~~, a maximum of ~~twenty-six consecutive weeks~~ of any maternity, parental and/or adoption leave will be coded appropriately to ensure that a Term-Instructor if possible under the Act, a term faculty member who wishes to purchase service for the period of the maternity, parental and/or adoption leave will only be required to pay her their portion of the pension contribution for the period, up to the maximum established by the College Pension Act. The ~~twenty-six weeks coding will~~ begin no later than the date upon which the maternity, parental and/or adoption leave begins. In no case will this provision obligate the College to pay any portion of the employee's pension contributions should the term faculty member instructor wish to purchase service for any such leave periods.

- ~~18.~~ It is understood that no Term-Instructor who, while on maternity or adoption leave from the College, accepts work elsewhere, is entitled to remain on maternity or adoption leave.
- ~~19.~~ It is understood that if a Term-Instructor accepts a term appointment and returns to work, the eligible 52-week period is ended and the instructor is not entitled to any further maternity or adoption leave in relation to that child.
- ~~20.~~ Arbitrator Hickling remains seized of this grievance until the Memorandum referred to in paragraph 3 (above) is signed by the parties and any issues of implementation are resolved.

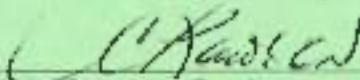



2. Subject to resolution of all implementation issues referred to in paragraphs 3 and 16 (above), the Vancouver Community College Faculty Association June 9, 2006 grievance is settled.

Dated this 27 day of September 2019

On Behalf of Vancouver Community College

On Behalf of Vancouver Community College Faculty Association

  
Chris Rawson, Spokesperson, PSEA

  
Frank Cosco, Spokesperson, VCCFA



APPENDIX XXV  
ENTITLEMENT OF TERM INSTRUCTORS TO MATERNITY AND/OR ADOPTION  
LEAVE

MEMORANDUM OF AGREEMENT

1 Principles

- 1.1 This Memorandum (MOA) arises from paragraph 3 of the Memorandum of Settlement dated March 18, 2008.
- 1.2 The purpose of this MOA is to set out the parties' agreed interpretation of Collective Agreement Article B-13, Maternity Leave and Parental Leave, and Article B-14, Adoption Leave as amended from time to time, for all pregnant, new or adoptive mothers who are term instructors who have held contracts of employment for a minimum of six months as provided in Article 4-11.4(c), and all part-time regular instructors referred to in Article 4-10.4, of the April 1, 2014 – March 31, 2019 Collective Agreement.
- 1.3 Subject to the terms of this MOA a term instructor who is pregnant, or has recently given birth or adopted a child, shall be offered all appointments to which she would otherwise be entitled under Article 4-11.4(c).
- 1.4 The term instructor will be granted such appointments as she accepts and will be granted maternity or adoption leave from those appointments in accordance with this MOA.
- 1.5 When work is available, a regular part-time instructor on maternity or adoption leave will be offered term appointments in the usual way pursuant to Article 4-1 and Article 4-11. The regular part-time instructor may accept such appointment(s) and apply for continued maternity or adoption leave from those appointment(s). The College will grant maternity or adoption leave from those term appointments.
- 1.6 For purposes of Article 4-12, Regularization, and Article 10.1.4, Seniority for Term Instructors, term instructors will accrue seniority and days toward regularization for up to 52 consecutive weeks from the commencement of any maternity or adoption leave.
- 1.7 Seniority and days toward regularization will accrue only for the time periods of appointment(s) to which the term instructor would be entitled pursuant to Article 4-11.4(c), 4-12.3 and 10.1.4.1.
- 1.8 For purposes of Article 4-12.6, part-time regular instructors will be credited with the time status for the periods of appointments to which that instructor would be entitled pursuant to Article 4-11.4(b) and Article 10.1.3.





2 Procedure

- 2.1 If a term instructor or a part-time regular instructor wishes to request maternity or adoption leave, such request shall be in writing and she shall provide the College with a doctor's certificate indicating her expected due date, or in the case of an adoptive mother, shall provide the College with some evidence of entitlement to the leave.
- 2.2 As far as possible, a term instructor or part-time regular instructor should apply for maternity or adoption leave at the time when the term appointment is offered or when the need for maternity or adoption leave is known.
- 2.3 Articles 8.13.1.1, 8.13.1.2, 8.13.1.3, 8.13.2.1, 8.13.2.2, 8.14.1.1, 8.14.1.2, and 8.14.1.3 shall be interpreted as follows: the term instructor shall be eligible for maternity and adoption leave for a total of 52 consecutive weeks. The 52-week period granted shall be inclusive of the entitlement, if any, of the term instructor to maternity and parental leave under the *Employment Standards Act*, of BC. Further, the protections set out in section 54 of the *Employment Standards Act*, apply to leaves taken pursuant to this MOA.
- 2.4 If the date on which a maternity or adoption leave begins or the date of the return to work from such leave falls in the middle of a term appointment, there will be a discussion between the term instructor or part-time regular instructor and the College (Dean or Delegate) to determine the assigned duty as set out in Article 6.1 or such other duties as may be mutually agreed.
- 2.5 Should a term instructor who completes two satisfactory evaluations in accordance with the evaluation process set out in Article 16 and Appendix VII accrue sufficient duty days toward regularization during the period of her maternity or adoption leave, that term instructor will be regularized forthwith in accordance with Article 4.12.1 for purposes of being offered appointments and accruing seniority only. Should regularization occur at less than 100% time status, top-up term appointments will be offered to the term instructor in the usual manner as per Article 4.11.4(b). If she accepts the appointment(s) she will be placed on leave therefrom. The terms of this MOA apply for that term work.
- 2.6 Should a term instructor who has completed only one satisfactory evaluation in accordance with the evaluation process set out in Article 16 and Appendix VII accrue sufficient days toward regularization during the period of her maternity or adoption leave, that term instructor shall be offered work and accrue seniority as though the evaluation process had been successfully completed and she had been regularized. If she would have regularized at less than 100% time status, the instructor will be offered top-up term appointments in accordance with Article 4.11.4(b) and if she accepts she will be placed on leave therefrom and shall accrue seniority and days worked for purpose of credit for time status. The terms of this MOA apply for that work.
- 2.7 On her return to work that term instructor will be offered work and accrue seniority as though she had been regularized but she will not be regularized until such time as she has completed two successful evaluations. The College shall initiate the second evaluation within two months of the instructor's return to instructional duties. Once the instructor successfully completes the evaluation process, the date of regularization, for purposes of seniority accrual only, will be retroactive to the first of the month following the date of which the time requirement for regularization was met.

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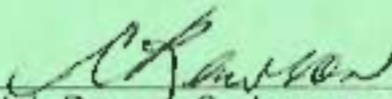
3 — Benefits

- 3.1 — Article 8.13 1-4 and Article 8.14 4 are modified as follows: a term instructor is entitled to and the College shall make premium contributions for only MSP benefits for a maximum of 52 consecutive weeks and extended health benefits for a maximum of 26 consecutive weeks, from the commencement of her maternity or adoption leave provided that during such periods the term instructor has been granted and is taking leave from appointments of 50% or more time status. The term instructor shall not accrue vacation and sick leave credits or increment entitlement during the period of the maternity or adoption leave.
- 3.2 — For the purposes of the *College Pension Act*, a maximum of 26 consecutive weeks of any maternity or adoption leave will be coded appropriately to ensure that if possible under the Act, a term instructor who wishes to purchase service for the period of the maternity or adoption leave will only be required to pay her portion of the pension contribution for the period. The 26 weeks shall commence no later than the date upon which the maternity or adoption leave begins. In no case shall this provision obligate the College to pay any portion of the pension contributions should the term instructor wish to purchase service for any such leave periods.


MOA — February 2009

Dated this 12 day of Sept, 2019

On Behalf of Vancouver Community  
College

  
Chris Rawson, Spokesperson, PSEA

On Behalf of Vancouver Community  
College Faculty Association

  
Frank Cosco, Spokesperson, VCCFA



**APPENDIX XXVIII  
SELECTION OF THE COORDINATOR, LEARNING CENTRE**

**LETTER OF UNDERSTANDING**

Regarding the selection of the Coordinator, Learning Centre, which is a department comprised primarily of CUPE members, the College and the Faculty Association agree to the following procedures:

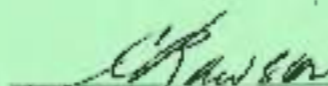
1. The selection process and composition of the Selection Committee will be as per Appendix XXXV.
2. The Selection Committee will meet to short list the candidates.
3. An informal meeting will be arranged prior to the interview date for candidates to meet with the CUPE staff in the department or area.
4. These meetings will be scheduled individually. Each candidate will have the opportunity to make a brief presentation and answer questions.
5. The Chair of the Selection Committee and the Director responsible for the area administrator named by the appropriate Vice President will also attend the meetings and the Chair of the Selection Committee will present the information to the Selection Committee.
6. The Selection Committee will receive and consider any comments submitted by CUPE staff regarding the candidates.
7. The interviews will be scheduled and conducted as per Appendix XXXVI of the Collective Agreement.

LOU – November 2005

Dated this 26 day of July, 2019

On Behalf of Vancouver Community  
College

On Behalf of Vancouver Community  
College Faculty Association

  
Chris Rawson, Spokesperson, PSEA

  
Frank Cosco, Spokesperson, VCCFA

APPENDIX XXXI  
SELECTION OF THE COORDINATOR II, SYSTEMS AND TECHNICAL  
SERVICES

LETTER OF UNDERSTANDING

Regarding the selection of the Coordinator II, Systems and Technical Services, which is a department comprised primarily of CUPE members, VCC and the VCCFA agree to the following procedures:

1. The selection process and composition of the Selection Committee will be as per Appendix XXXVI.
2. The Selection Committee will meet to short list the candidates.
3. An informal meeting will be arranged prior to the interview date for candidates to meet with the CUPE staff in the department or area.
4. These meetings will be scheduled individually. Each candidate will have the opportunity to make a brief presentation and answer questions.
5. The Chair of the Selection Committee and the Director responsible for the area administrator named by the appropriate Vice President will attend the meeting as well. The Chair of the Selection Committee will present the information to the Selection Committee.
6. The Selection Committee will receive and consider any comments submitted by CUPE staff regarding the candidates.
7. The interviews will be scheduled and conducted as per Collective Agreement Appendix XXXVI.

LOU - June 2004

Dated this 26 day of July, 2010

On Behalf of Vancouver Community  
College

On Behalf of Vancouver Community  
College Faculty Association

  
Chris Rawson, Spokesperson, PSEA

  
Frank Cosco, Spokesperson, VCCFA



APPENDIX XXXIII  
INSTRUCTIONAL ASSOCIATES

(New Appendix)

LETTER OF UNDERSTANDING

The College and the Association will establish a joint subcommittee to discuss the potential restructuring of the instructional associate role to better meet the needs of the College and its faculty.

The joint subcommittee will be established under Article 3.10 and will be comprised of at least two representatives of the College and two representatives of the Association, to a maximum of three representatives each.

The goal of the joint subcommittee will be to complete its discussions and provide a report to the parties outlining its findings and recommendations by June 30, 2016.

This Letter of Understanding will expire on the date of completion of the joint subcommittee's report.

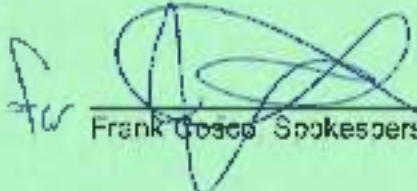
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Dated this 25 day of July, 2019

On Behalf of Vancouver Community  
College

On Behalf of Vancouver Community  
College Faculty Association

  
Chris Rawson, Spokesperson, PSEA

  
Frank Cosco, Spokesperson, VCCFA



APPENDIX XXXIV  
TEACHING AND LEARNING SUPPORT

~~-(New Appendix)~~

LETTER OF UNDERSTANDING

~~The College and the Association will establish a joint subcommittee to discuss mechanisms and/or structures for improving teaching and learning support to faculty.~~

~~The joint subcommittee will be established under Article 3.10 and will be comprised of at least two representatives of the College and two representatives of the Association to a maximum of three representatives each.~~

~~The goal of the joint subcommittee will be to complete its discussions and provide a report to the parties outlining its findings and recommendations by June 30, 2016.~~

~~This Letter of Understanding will expire on the date of completion of the joint subcommittee's report.~~

Delete

Dated this 25 day of July, 2019

On Behalf of Vancouver Community  
College

On Behalf of Vancouver Community  
College Faculty Association

  
Chris Rawson, Spokesperson, PSEA

  
for Frank Cosco, Spokesperson, VCCFA

**APPENDIX XXXVI**  
**SELECTION COMMITTEE PROCEDURE: DEPARTMENT LEADERS AND**  
**INSTRUCTIONAL ASSOCIATES**

**(New Appendix)**

**LETTER OF UNDERSTANDING**

**See Articles 13.3 and 13.4**

**1 Position Posting and Applications**

- 1.1 When a position has been posted for Instructional Associate and for other positions of Department Head, Assistant Department Head or Coordinator where this method has been chosen, a selection committee shall be formed. All applications will be referred to it. A full job description of the position for which the selection is to be made shall be posted and given to the committee members at the time the committee is struck.
- 1.2 The selection committee shall make every effort to conclude its work no later than 8 weeks prior to the commencement of the appointment.
- 1.3 Committee members shall be informed at least 10 duty days in advance of the date, time and place of the interviews.
- 1.4 Applications and supporting documents will be available, in confidence, to committee members at least 10 days prior to the interviews and will be given to committee members at least one day prior to interviews.

**2 Selection Committee Composition**

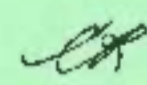
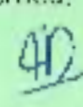
**2.1 Instructional Associate**

The nominee of the College President as Chair; the appropriate Vice President or delegate; \*a regular faculty member selected by the Association and 2 regular faculty members selected by the faculty members.

\* The faculty member selected by the Association will have voice but no vote in the selection process.

**2.2 Department Head and Coordinator II**

An administrator named by the appropriate Vice President; an Instructional Associate in the capacity of Chair; \*a regular faculty member selected by the Association who is not a faculty member in the School or Centre concerned and a faculty member from outside the department involved chosen by the faculty members in the department concerned.



Where the number of faculty members in the department concerned exceeds 4 in number, a faculty member from within the department who is not a candidate for the position shall be added to the committee and shall be selected by the faculty members in the department concerned.

\* The faculty member selected by the Association will have voice but no vote in the selection process.

### **2.3 Assistant Department Head and Coordinator I**

An Instructional Associate in the capacity of Chair; the Department Head, \*a regular faculty member selected by the Association who is not a faculty member in the department concerned and a faculty member from outside the department involved chosen by the faculty members in the department concerned. Where the number of faculty members in the department concerned exceeds 4 in number, a faculty member from within the department who is not a candidate for the position shall be added to the committee and shall be selected by the faculty members in the department concerned.

\* The faculty member selected by the Association will have voice but no vote in the selection process.

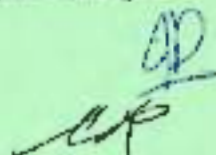
### **2.4 Selection of Selection Committee Members**

#### **2.4.1 Association Delegate**

- a) Depending on the position under consideration either the College President or the Dean or Director shall request in writing from the Association President that an Association delegate to the selection committee be appointed. This delegate shall assume the responsibility for conducting a department or area meeting for the selection of a faculty member(s) to sit on the selection committee, as per 2 of this Appendix through 2.3 of this Appendix.
- b) Confirmation of the Association delegate must be forwarded by the Association President to the College President or appropriate Dean or Director in a timely manner. The confirmation letter shall be copied to all constituent groups.
- c) It is the responsibility of the Association President to ensure that the Association delegate understands the meeting rules of order and any other items related to the delegate's duties as outlined in these guidelines.

#### **2.4.2 Department or Area Meeting**

- a) A meeting shall be convened by the Association delegate after the closing date for applications. The purpose of the meeting is to provide a forum for discussion and to select members from the department or area for service on the selection committee in accordance with this Agreement. As well, alternates for each delegate must be selected. To ensure maximum attendance, the Association delegate shall give 5





working days' notice of the meeting in writing to each constituent by delivering this notice through the College mail email.

- b) The Association delegate shall chair the meeting. Faculty members in a department or area who currently hold term or regular appointments shall be eligible to attend and vote.
- c) Applicants may attend and vote.
- c) Voting is by secret ballot. The person(s) with the greatest number of votes is the selection committee delegate(s); the person(s) with the next greatest number of votes is the alternate(s). The Association delegate must reinforce the principle of confidentiality and state very clearly that all selection committee members must adhere to this principle. The Association delegate shall inform the selection committee chair in writing of the name(s) of the delegate(s) and alternate(s).
- e) If a selected delegate to the selection committee cannot attend the pre-interview meeting or the interview meeting, then the alternate must carry through to the conclusion of the selection committee proceedings. Adequate notice of the selection committee meeting schedules shall be provided to the alternate delegates by the selection committee chair.

#### **2.4.3 Chair of Selection Committee**

For positions of Coordinators, Assistant Department Heads and Department Heads, the Instructional Associate is selection committee chair.

### **3 Pre-Interview Meeting**

- 3.1 The committee shall meet prior to the interviews allowing sufficient time to ensure an understanding of the applicable provisions of this Agreement and these procedures.
- 3.2 It is the responsibility of the selection committee chair to set up the pre-interview meeting by alerting all members of the selection committee of the time and place and also to follow up with a confirming memo.
- 3.3 **Pre-interview meeting tasks:**
  - Review of the position posting including the duties, responsibilities and qualifications;
  - Determine criteria and process for the short-listing of candidates;
  - Review of all applications both internal and external, in order to determine which applicants meet the criteria;
  - Prepare a short-list(s) of the candidates that meet the prescribed criteria;



- Determine the questions to be asked of the applicants that shall be interviewed; and
- Determine the order in which the questions shall be asked.

3.4 At the end of the pre-interview meeting, the chair shall collect all the documentation pertaining to the applicants and the process and remind the delegates selection committee that the information is confidential.

#### 4 Short-listing of Candidates

4.1 The selection committee delegates at the pre-interview meeting shall determine the process and establish the criteria which determine who will be short-listed.

4.2 All candidates who, in the selection committee's judgement meet the criteria shall be short-listed. Three short-lists shall be made: one for candidates from within the bargaining unit; one for other faculty members instructors of the College and one for external candidates.

4.3 Short-listed candidates shall be interviewed in the following order:

- 1) those from within the bargaining unit; if no candidate is found suitable for the position, then
- 2) those who are not within the bargaining unit but who are faculty members instructors of the College; if no candidate is found suitable for the position, then
- 3) external candidates.

If the Selection Committee selection committee selects a candidate as per 4.3 (1) or 4.3 (2) above then interviewing of candidates on the next short-list shall not proceed.

4.4 A secret ballot shall, upon request of any member of the selection committee, be used to determine the short-lists if this appears helpful.

4.5 The short-listing of at least one candidate is sufficient for the process to continue.

4.6 If at the conclusion of the pre-interview meeting, the delegates selection committee determines that there are no applicants who meet the criteria, the chair shall retain all documentation and forward said documentation along with a memo to the College President or appropriate Vice President, indicating that no suitable candidates were found. The memo shall be signed by all selection committee delegates members. Minority opinions on the matter, can if so requested by a delegate(s) selection committee member(s), be forwarded as well.

4.7 The College President or appropriate Vice President shall reconvene the selection committee to discuss the non-suitability of applicants.

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## 5 Release of Names

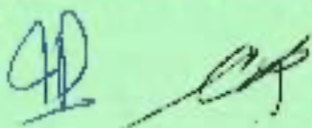
- 5.1 The faculty selection committee may seek input about internal candidates who are finalists, relative to the job description and posting from appropriate departments' or areas' faculty. The selection committee shall determine the list of faculty from whom such input will be sought and this list shall include at least one person identified by the candidate. The input shall be sought by the chair, using questions developed by the selection committee. The chair shall report the results in confidence to the selection committee.
- 5.2 Except as described above, names of candidates shall not be released by members of the selection committee.

## 6 Preparing for the Interview Meeting

- 6.1 All questions to be asked by each delegate selection committee member are determined. These questions shall be typed and distributed to each delegate member at the interview meeting.
- 6.2 Within 3 days after the pre-interview meeting, the selection committee chair shall inform all short-listed candidates of their status in the competition.
- 6.3 The selection committee chair, pursuant to paragraphs 1.2 and 1.3 above, shall confirm with the short-listed candidates and the committee members a convenient and reasonable date and time for the interview(s), following up with a memo of confirmation to the short-listed candidates and committee members.
- 6.4 The selection committee chair shall make applications and supporting documents available in confidence to committee members at least 10 days prior to the interview and shall give each member a copy of them at least one day prior to the interview.

## 7 Proceedings at the Interview Meeting

- 7.1 The chair shall welcome the interviewee to the proceedings and introduce each committee member by name and area of representation.
- 7.2 It shall be explained to the interviewee by the chair, that this is a selection committee, but that the candidate, if successful, will be appointed by the appropriate Vice President, Dean or Director.
- 7.3 The selection committee's decision making process shall be explained to the interviewee by the chair.
- 7.4 The interviewee shall be informed that the selection committee process is confidential and under the control of the chair.



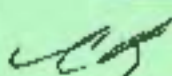


- 7.5 The interviewee shall be given an explanation of how the "round-robin" interview process is to take place. That is, each-delegate selection committee member shall be given the opportunity to ask questions as agreed upon at the pre-interview meeting and that there may be a possibility of the committee asking the interviewee to leave the room while the selection committee discusses procedural matters.
- 7.6 Each-delegate selection committee member shall ask their particular set of pre-agreed upon questions, in the same manner, to each interviewee. Some variation in the questioning may be required depending on the background of the interviewee.
- 7.7 Adjunct (connected or follow-up) questions may be asked, but delegates selection committee members must first seek permission of the chair.
- 7.8 The chair shall ask the interviewee if there are any points that need clarification.
- 7.9 The interviewee shall be given the opportunity, with the chair's permission, to ask questions of clarification throughout the interview process. At the end of the interview, the interviewee shall, with the chair's permission, have the opportunity to ask delegates selection committee members follow-up questions or make a final statement.
- 7.10 It is appropriate to discuss procedural questions after each interview if clarification is needed, but discussion of applicants shall not occur between interview sessions.
- 7.11 The above processes are repeated until all the short-listed candidates have been interviewed.

## 8 Decision Process

### 8.1 Decision by Majority Vote and Application of the Selected Candidate

- 8.1.1 Normally, there shall be 2 ballots to confirm a committee's selection. After all candidates have been interviewed and prior to any discussion, a secret ballot shall be conducted by the chair. Delegates Selection committee members shall be asked to indicate their choice. The chair shall then count the ballots and indicate the results after every ballot. The ballots are then destroyed. Members may return a blank ballot.
- 8.1.2 A discussion shall then ensue under the chair's direction during which each delegate selection committee member (in order of interview) shall explain their decision relative to the criteria agreed upon.
- 8.1.3 After all delegates selection committee members are satisfied that full discussion has taken place, a second secret ballot shall be called by the chair. If there is a majority for a candidate on this second ballot, then that candidate shall be the selection of the committee and the process proceeds as follows in 8.1.5 of this Appendix. If there was not a majority vote, then the process proceeds as in the next Article below.

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- 8.1.4 If there was a unanimous first ballot and after the discussion described in 8.1.2 of this Appendix, and all delegates selection committee members agree the second ballot shall be waived; then the choice for the first ballot shall be selection of the committee
- 8.1.5 The chair then terminates this part of the interview process, thanks the delegates selection committee members and collects all confidential documents. The delegates committee members may keep their summary notes. These are considered confidential and shall be destroyed after the actual appointment is made or the selection committee stands down.
- 8.1.6 The chair then drafts a memo addressed to the individual who shall make the appointment. This memo states the position name, the date of the interview process, the names of the delegates selection committee members and, as per Article 13.5, (Appointment of Department Leaders and Instructional Associates), the decision of the selection committee.
- 8.1.7 If the selected person is not appointed, the person responsible for the appointment shall meet with the selection committee to attempt to reach accord as per Articles 13.5.1 and 13.5.4-13.5.3.
- 8.1.8 In instances where the selection committee has selected an applicant who is not currently a member of the Association, the College President or appropriate Dean or Director shall request Human Resources to conduct a thorough reference check (at least 2 references should be contacted). Any concerns shall be brought back to the selection committee.
- 8.1.9 Upon official announcement of the appointment (by the appropriate Dean/ Director, appropriate Vice President or College President or delegate, as appropriate) and the standing down of the selection committee, the actual number of applications for the position shall be released by the chair.

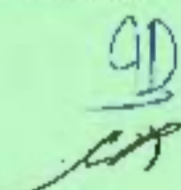
## 8.2 No Majority Decision Reached or No Candidate Recommended

### 8.2.1 Split Decision

If after a second vote, the selection committee does not have a majority decision, a second round of discussion and voting is in order. If the third ballot does not result in a majority decision, the chair shall draft a memo to the College President or appropriate Vice President, outlining the split decision and recommending a course of action. All selection committee delegates members sign this memo, and the resumes and applications of all short-listed applicants are attached to it.

### 8.2.2 No Candidate Recommended

Procedure is the same as in 8.2.1 above, but a recommendation from the selection committee for another posting (internal, external or both) or another course of action may be included in the memo. The memo is to be signed by all selection committee





delegates members, with the resumes and applications of all short-listed applicants attached.

### **8.2.3 Adjournment**

In some instances, especially after a lengthy discussion process, the selection committee may suggest an adjournment. If the selection committee determines that it is necessary, the chair shall adjourn the proceedings for not longer than 24 hours. If a weekend is involved, then it would be until the next working day in the following week.

### **8.2.4 Re-interview One or More Candidates**

As an alternative to rendering a "split decision" in 8.2.1 of this Appendix above or "no candidate selected" decision in 8.2.2 of this Appendix above, the committee may determine that one or more of the candidates should be re-interviewed. If the selection committee so determines, the chair shall arrange a re-interview. At the re-interview, the chair shall explain the reason(s) for the re-interview to the candidate(s) and the interview process shall continue as in 7 of this Appendix. The outcome of the re-interview shall follow the guidelines described in 8 (Decision Process), above.

### **8.2.5 Position Re-posted**

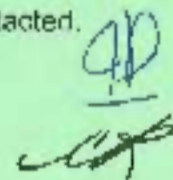
In cases where the selection committee cannot select any applicant and the appropriate Vice President, Dean or Director re-posts the position, it is suggested that the same selection committee continue its function for the second round of applicants as this committee has already gained experience relative to the posting. There are 3 conditions for the continuance of the same selection committee:

- 2) the individual responsible for the appointment wishes to continue with the same selection committee;
- 3) the lapse between the selection committee's recommendation and the posting does not exceed 3 months; and
- 4) the selection committee members or their alternates wish to continue for the second round of interviews.

## **9 Informing Candidates of the Decision**

**9.1** Informing the candidates of the decision to appoint is strictly the obligation of the individual receiving the recommendation (College President, appropriate Vice President or appropriate Dean/Director). All selection committee members must maintain strict confidentiality.

**9.2** A verbal offer of appointment must be made to the selected candidate followed as soon as possible by an official offer in writing, before the other candidates are contacted.

Handwritten initials "AD" and a signature below them.



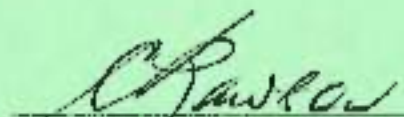
9.3 The appointee shall, at the time of being informed by the College President, appropriate Vice President or appropriate Dean/Director, be instructed to maintain confidentiality of the offer until his/her acceptance has been received by the College and all non-selected candidates have been advised or the appointment is announced by the College.

9.4 As soon as the selected candidate has accepted the written offer, the unsuccessful candidates shall be informed, preferably verbally, followed by a note of thanks for their interest in applying by the Dean or Director.

Dated this 26 day of July, 2019

**On Behalf of Vancouver Community  
College**

**On Behalf of Vancouver Community  
College Faculty Association**

  
Chris Rawson, Spokesperson, PSEA

  
Frank Cosco, Spokesperson, VCCFA

**LETTER OF AGREEMENT (New)**

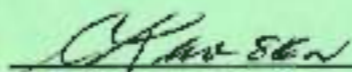
**Medical Services Plan (MSP)**

The parties recognize that the method of funding MSP has changed from an individually paid premium system to a system funded by an employer paid payroll tax.

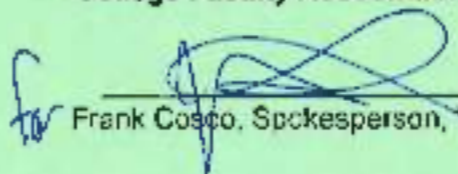
If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014-2019 Collective Agreement (see Basic Health Benefits Clause 7.13.1)

Dated this 17<sup>th</sup> day of January, 2020.

**On Behalf of Vancouver Community  
College**

  
\_\_\_\_\_  
Chris Rawson, Spokesperson, PSEA

**On Behalf of Vancouver Community  
College Faculty Association**

  
\_\_\_\_\_  
Frank Cosco, Spokesperson, VCCFA

Delete the following Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING (NEW)

Re ECONOMIC STABILITY DIVIDEND (ESD)

Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23.

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government.

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as the period from April 1 in one year to March 31 in the next year.

"Calendar year" is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

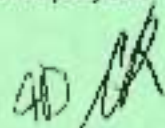
"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts.

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year.

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.





3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

#### Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/19 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) — February Budget — Forecast GDP for the upcoming calendar year.
- (ii) — November of the following calendar year — Real GDP published for the previous calendar year;
- (iii) — November — Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) — Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

— For collective agreement year 3 (2016/17):

- (i) — February 2016 — Forecast GDP for calendar 2016;
- (ii) — November 2016 — Real GDP published for calendar 2016;
- (iii) — November 2016 — Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) — Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend
- (v) — Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

#### Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and 2018/19 (based on 2017 GDP).




Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

Dated this 13 day of September, 2019

On Behalf of Vancouver Community  
College

On Behalf of Vancouver Community  
College Faculty Association

  
\_\_\_\_\_  
Chris Rawson, Spokesperson, PSEA

*for*   
\_\_\_\_\_  
Frank Cosco, Spokesperson, VCCFA