

MEMORANDUM OF AGREEMENT

between

VANCOUVER COMMUNITY COLLEGE
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4627
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4627 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING OCTOBER 1, 2010 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2004-2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 7, both inclusive.

2. **Effective Dates**

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

3. **Term of Agreement**

The term of the new collective agreement shall be for forty-eight (48) months, effective from October 1, 2010 to September 30, 2014.

4. While not to be included in the new collective agreement, the employer confirms that the following benefits form a part of the extended health care plan for eligible employees, subject to the terms and conditions of the plan.

- Eye examinations - \$75.00 every 2 calendar years; and
- Oral Contraceptives

5. **Appendix "A"**

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

6. **Letter of Understanding**

Effective the date of ratification, the Employer and the Union agree to the Letter of Understanding attached as Appendix "B".

7. **Schedule "A"**

Schedule "A" of the 2004-2010 collective agreement shall be amended as follows and effective on the dates indicated:

1. Amend Section A-1 to read:

"A-1 Wage Increases

A-1.1 General Wage Increases

From October 1, ~~2004~~ 2010 to September 30, ~~2006~~ 2012, all wage rates in effect on September 30, ~~2004~~ 2010, will not be increased.⁴

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

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

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

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

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

Wage rate increases will occur as follows:¹

October 1, 2006	2.1%
October 1, 2007	2.1%
October 1, 2008	2.1%
October 1, 2009	2.1%

2. Amend Sections A-2 (Pay Rates) and ~~A-3 (Acting Pay or Rates on Promotion)~~ to reflect the general wage increases identified in Section A-1 above.

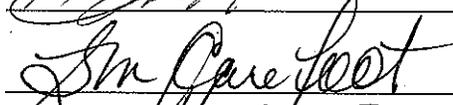
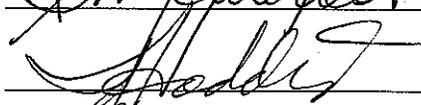
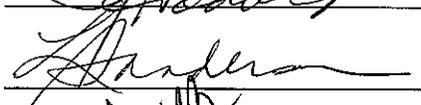
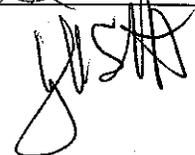
8. **Ratification**

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.

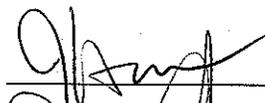
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

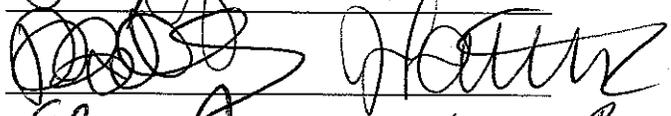
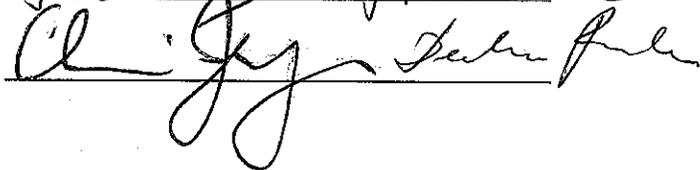
Signed this 27 day of February, 2013.

BARGAINING REPRESENTATIVES FOR THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR THE UNION:



APPENDIX "A"

<ALL LOCAL AGREED TO ITEMS>

14.10 Extended Health Benefits Plan

- 14.10.1 The College will contribute 100% of the premium for Extended Health Benefit coverage according to the terms of the contract with the insuring company for those temporary and casual employees who have elected benefit coverage and permanent employees who elect to participate.
- 14.10.2 Benefits are payable at the rate of 95% of in-province eligible expenses in excess of the deductible and 100% of emergency out of province eligible expenses in excess of the deductible. The deductible is \$25.00 per year.
- 14.10.3 The Extended Health Benefit Plan will include, among other benefits:
- (a) Optical care insurance to a maximum of ~~\$150.00~~ **\$300.00** payable every 2 years, according to the terms of the contract with the insuring company;
 - (b) Coverage for orthotics to a maximum of \$200.00 payable each year;
 - (c) Registered clinical psychologist coverage to a maximum of \$600.00 payable each year;
 - (d) Hearing aid coverage to a lifetime maximum payable of \$600.00 every five years;
 - (e) Total lifetime coverage will be unlimited;
 - (f) Medical Travel Referral benefit will be improved by increasing the per diem benefit for service and supplies not covered by the Medical Services Plan of B.C. to \$125 per day for up to fifty (50) days;
 - (g) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.

14.11 Dental Plan

14.11.1 The College will provide a dental plan for all temporary and casual employees who have elected benefit coverage and all permanent employees according to the terms of the contract with the insuring company on the following general basis:

- (a) Basic Dental Services (Plan A), paying for 100% of the approved schedule of fees. Cleaning of the teeth (prophylaxis and scaling) will be every ~~nine~~ **six** months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the plan;
- (b) Prosthetics, Crowns and Bridges (Plan B), paying for 50% of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for ~~50%~~ **60%** of the approved schedule of fees up to a lifetime maximum of \$1850 **\$6000.00** for each person insured.

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

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

[The rest of the Article remains unchanged.]

Signed on Behalf of Vancouver
Community College

Signed on Behalf of the CUPE 4627

Date _____

Date _____

Vancouver Community College – and –
CUPE Local 4627
Collective Bargaining

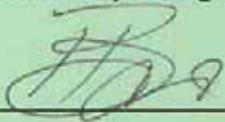
ARTICLE 2.0 – DEFINITIONS

- 2.1.3 "Classification" means those position titles, with Pay Grades, listed in Schedule A.
- 2.1.7 ~~"Associate Vice President, Human Resources"~~ means the person the College has employed and designated in that position.

Note: The Parties agree to amend the Collective Agreement by:

- changing the reference to "category" to "classification"
- deleting any references to Associate Vice President, Human Resources.

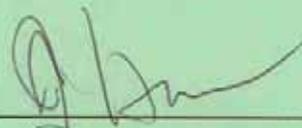
Signed on Behalf of Vancouver
Community College



Date

April 17/12

Signed on Behalf of the CUPE 4627



Date

April 19, 2012

Vancouver Community College – and –
CUPE Local 4627
Collective Bargaining

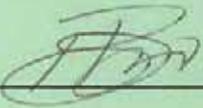
ARTICLE 2.4 Term Employees (Articles 2.4.5 – 2.4.13)

2.4.5 Benefit coverage will apply for the entire year and premiums will be deducted.

2.4.6 Vacation pay (Article 14.1) is included in the calculation of salary as a percentage and may not be taken during the duty months.

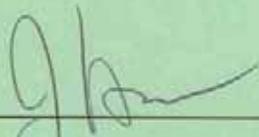
Renumber 2.4.8 – 2.4.11

Signed on Behalf of Vancouver
Community College



Date April 19/12

Signed on Behalf of the CUPE 4627



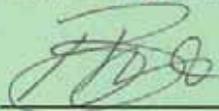
Date April 19, 2012

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ARTICLE 2.8 – BENEFITS FOR PART-TIME EMPLOYEES

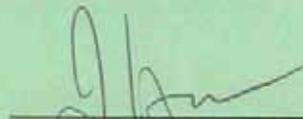
- 2.8.1 Benefits for part –time employees will be administered as follows:
- (a) once an average of 14 hours of work per week for one month has been achieved, the employee will receive benefits for the following calendar quarter;
 - (b) If during that calendar quarter an average of 14 hours per week is achieved, the benefits will continue for the next calendar quarter;
 - (c) if at the conclusion of any calendar quarter an average of 14 hours per week is not achieved, then benefits will be cancelled and the employee will receive 10% in lieu.”
- 2.8.2 Casual employees who have qualified for employee benefits and average less than 14 hours per week will receive 10% instead of the benefits listed in Clause 2.6.8.

Signed on Behalf of Vancouver
Community College



Date April 12/12

Signed on Behalf of the CUPE 4627



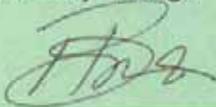
Date April 19, 2012

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CUPE Local 4627
Collective Bargaining

ARTICLE 3.1 – JOB POSTINGS

- 3.1 Before filling any temporary vacancy expected to exceed three (3) months or any permanent vacancy, the College will post notice of the vacancy electronically and on the Bulletin Board in Food Services for a minimum of ten (10) working days." //
- 3.1.8 Delete
- 3.1.9 The College will email all job postings to the recorded email address of all laid-off permanent employees subject to recall.

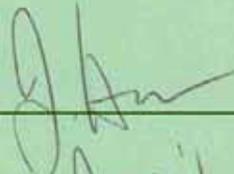
Signed on Behalf of Vancouver
Community College



Date

April 12/12

Signed on Behalf of the CUPE 4627



Date

April 19, 2012

Vancouver Community College – and –
CUPE Local 4627
Collective Bargaining

ARTICLE 3 JOB POSTING – 3.1.5

3.1.5 A Job posting will include:

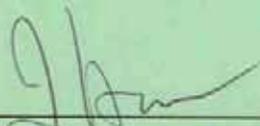
- an accurate summary of the current major duties and responsibilities and required qualifications for the position;
- a statement that an equivalent combination of training and/or experience may be substituted for the required qualifications;
- classification;
- position number;
- current work location (without prejudice to the right of the College to transfer employees);
- hours and days of duty;
- pay grade, salary range and any particular premiums associated with the position;
- the competition closing date;
- the statement "Vancouver Community College is committed to *maintaining* a workforce that represents the diverse community we serve and we encourage all qualified applicants."

Signed on Behalf of Vancouver
Community College



Date April 19/12

Signed on Behalf of the CUPE 4627



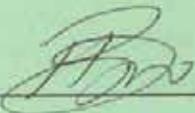
Date April 19, 2012

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ARTICLE 3.2 – FILLING VACANCIES

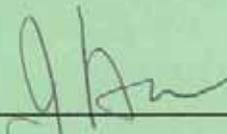
3.2.5 Upon completion of 850 hours of service, temporary and casual employees will maintain internal status and seniority for a period of 5 months following the end of their assignment and/or cessation of employment.

Signed on Behalf of Vancouver
Community College



Date April 19/12

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ARTICLE 6.6 – MEETING SPACE

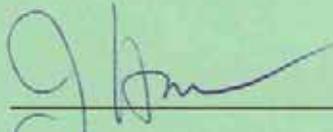
- 6.6.1 The College will make available at ~~City Centre and King Edward Campuses~~ both campuses, 1155 East Broadway, Vancouver and 250 West Pender Street, Vancouver, private space to accommodate meetings between a Union representative and individual members to prepare for meetings with the College.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

Signed on Behalf of Vancouver
Community College



Date _____

Signed on Behalf of the CUPE 4627



Date May 11, 2012

Vancouver Community College – and –
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ARTICLE 6.12 – UNION MEETINGS

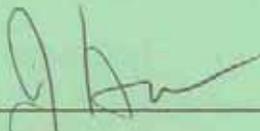
6.12.4 The College will ensure that all members of the Union regardless of shift are able to attend ratification meetings, without loss of pay. The Union must give a minimum of 48 hours' written notice to the human Resources department.

Signed on Behalf of Vancouver
Community College



Date April 19/12

Signed on Behalf of the CUPE 4627



Date April 19, 2012

Vancouver Community College – and –
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Collective Bargaining

ARTICLE 7.1.8 – LOSS OF SENIORITY

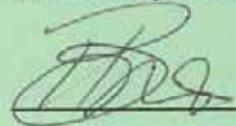
7.1.8 Employees will lose seniority and cease to be employees of the College if they:

- (a) resign; or
- (b) are discharged for cause; or
- (c) after layoff, fail to report for work within seven (7) working days after notification to the address on record with the College, unless on reasonable grounds they are unable to report for work at the time or the position is at a lower Pay Grade than that occupied at the time of layoff; or
- (d) select severance pay,
- (e) are absent without leave or notification; or
- (f) fails to return to work upon the expiration of an authorized leave of absence or vacation unless this is due to extenuating circumstances beyond the employee's control.

~~Note: Item (d) above was moved from 18.6.3; therefore 18.6.3 should be deleted and 18.6.4 and 18.6.5 renumbered.~~

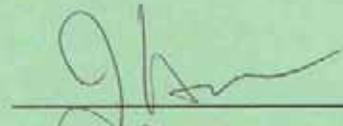
← leave in 18.6.3 as is

Signed on Behalf of Vancouver
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Date April 19/12

Signed on Behalf of the CUPE 4627



Date April 19, 2012

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Collective Bargaining

ARTICLE 7.6 – DISCIPLINARY MEETINGS

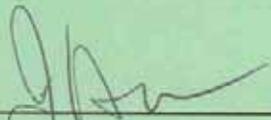
7.6.3 If an employee waives their right to representation for a disciplinary meeting, the Union will be notified, and a Union representative will be present at the meeting as a Union observer.

Signed on Behalf of Vancouver
Community College



Date April 19/12

Signed on Behalf of the CUPE 4627



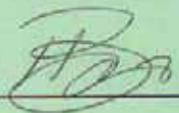
Date April 19, 2012

Vancouver Community College – and –
CUPE Local 4627
Collective Bargaining

ARTICLE 7.8 – PERSONNEL FILES

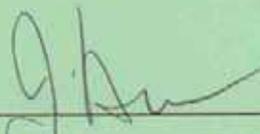
7.8.5 Access to a personnel file is limited to employees, the College President and the excluded staff in the Human Resources department, or their designates.

Signed on Behalf of Vancouver
Community College



Date April 13/12

Signed on Behalf of the CUPE 4627



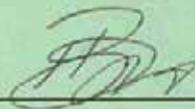
Date April 19, 2012

Vancouver Community College – and –
CUPE Local 4627
Collective Bargaining

ARTICLE 7.8.12 – PERSONNEL FILES

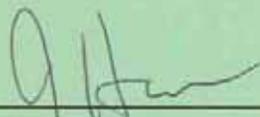
7.8.12 ~~The College will keep all grievance correspondence in a file separate from an employee's personnel file.~~

Signed on Behalf of Vancouver
Community College



Date April 19/12

Signed on Behalf of the CUPE 4627



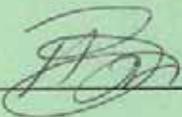
Date April 19, 2012

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ARTICLE 7.12 – SUPERVISION

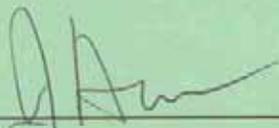
7.12.1 Employees who have concerns about supervisory practices will notify the appropriate Human Resources Representative and the Union who will work with both sides in order to resolve the issue. Human Resources Representatives have the authority to administer the Collective Agreement and will take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

Signed on Behalf of Vancouver
Community College



Date April 19/12

Signed on Behalf of the CUPE 4627



Date April 19, 2012

**Vancouver Community College – and –
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Collective Bargaining**

ARTICLE 8 – HUMAN RIGHTS

8.1 *No Discrimination*

8.1.1 The College will not

refuse to employ, or to continue to employ a person, or

discriminate against a person with respect to employment or any term or condition of employment, because of the race, colour, ancestry, place of origin, political belief, religion, creed, marital status, family status, physical or mental disability, sex, sexual orientation, age or Union activity or membership of that person or because that person has been convicted of a criminal or summary conviction offence that is not related to the employment or intended employment of that person.

8.1.2 Article 8.1.1 does not apply with respect to a refusal, limitation, specification or preference based on a legitimate occupational requirement.

8.1.3 Any allegation of discrimination will be dealt with through Article 10.0 Grievance Procedure, with the burden of proof being on the Union. Employees involved in any allegations of discrimination are encouraged to make use of the College's Human Rights Policy, prior to accessing Article 10.0 Grievance Procedure.

8.1.4 The College acknowledges its duty to accommodate employees in order to avoid discrimination and comply with the intent of Article 8.1 and the Human Rights Code of BC.

8.1.5 The Union and employees will cooperate with any reasonable accommodations proposed by the College.

8.1.6 The College will reasonably accommodate employees who are members of a legitimate religious group wishing to have leave on recognized religious holidays of their faith as follows:

- (a) the College will allow employees to use their fortnights, banked overtime, gratuity days and vacation, or
- (b) any other accommodation will be determined through discussions between the employee, the Union and the College on a case by case basis.

8.2 Sexual and Personal Harassment

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

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

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

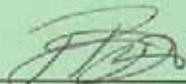
8.2.3 For the purposes of Article 8.2, personal harassment is defined as:

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

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

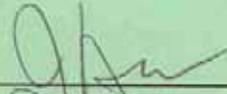
- 8.2.5 Where a person who is the subject of the complaint is the College representative at any Step of the Grievance Procedure, the Union may bypass that Step of the procedure or present the grievance to another appropriate College representative.
- 8.2.6 College or Union representatives, in the course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

Signed on Behalf of Vancouver
Community College



Date April 19/12

Signed on Behalf of the CUPE 4627



Date April 19, 2012

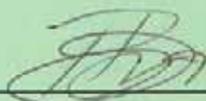
Vancouver Community College – and –
CUPE Local 4627
Collective Bargaining

ARTICLE 9.2.2 – ADJUSTMENT PLAN

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

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

Signed on Behalf of Vancouver
Community College



Date April 19/12

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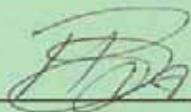
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CUPE Local 4627
Collective Bargaining

ARTICLE 10.2.1 GRIEVANCE PROCEDURE – STEP 1

10.2.1 The Union and Employer strongly encourage employees to take advantage of Step 1, however it is not required.

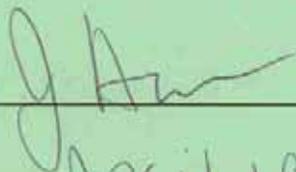
Signed on Behalf of Vancouver
Community College



Date

April 19/12

Signed on Behalf of the CUPE 4627



Date

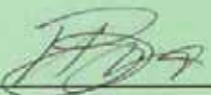
April 19, 2012

Vancouver Community College – and –
CUPE Local 4627
Collective Bargaining

ARTICLE 10 – GRIEVANCE PROCEDURE

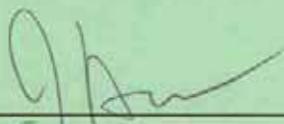
- 10.3.1 Employees or a Union representative may refer a grievance to Step 2 by sending a copy of a completed Grievance Form to a Human Resources Representative.
- 10.4.1 If the grievance is not settled at Step 2, it may be referred by the grieving party, within seven (7) working days of the Step 2 response, to the Union Representative and a Human Resources Representative.
- 10.4.3 A Human Resources representative will provide a written response to the Union Representative within 15 working days of the meeting.
- 10.9.3 The grievors and Shop Steward will advise their Supervisor prior to leaving their workstation to prepare for and attend grievance meetings  

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*ok
re-print and
we will sign*

ARTICLE 10 – 10.6 & 10.7 – ARBITRATION

10.6 Step 5 – Binding Arbitration

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

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

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

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

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

10.7 Arbitration Panel

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

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

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

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

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

* Agree to insert names of arbitrators under 10.7.2 after review and agreement between the Parties.

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ARTICLE 11 – POSITION EVALUATION

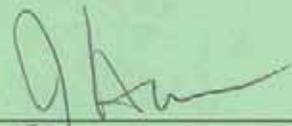
- 11.2.2 Requests must detail the reasons why a change is necessary and be made in writing to a Human Resources Representative on a position description questionnaire provided for the purpose.
- 11.4.5 Following the re-examination, the College Representative will advise the Human Resources Representative and the Union of the results of the re-examination.
- 11.5.1 If the Union is dissatisfied with the decision in Clause 11.4.5, the matter may be referred, within 15 working days of the receipt of the decision, to a Human Resources Representative and the National Representative of the Union, or their designates, who will attempt to settle it. This step will not exceed 15 working days

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ARTICLE 12.1.3 – HOURS AND DAYS OF WORK

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

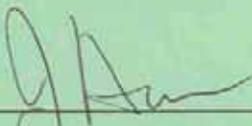
- Assistant Building Services Manager
- Building Services Manager
- Facilities Manager
- Receiver (b)
- Stores Clerk (Food Services)

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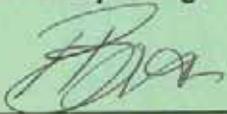
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Collective Bargaining**

ARTICLE 12 – WORKING CONDITIONS

- 12.1.4 Employees may adjust their starting and quitting times with the recommendation of their Supervisor, if approved by a Human Resources Representative. These requests will not be unreasonably denied. Such changes may not incur additional cost.
- 12.2.21 The Supervisor will make the necessary analysis to determine whether the proposed change in schedule meets the conditions in Clause 12.2.1 and pass the request and analysis to a Human Resources Representative for decision.
- 12.2.22 (C) If problems of a serious nature cannot be resolved by the committee, the matters will be referred to a Human Resources Representative or delegate and the National Representative of the Union for discussion.
- 12.10.6 If the concern is not resolved, the employee may refer the issues to a standing committee, consisting of two College representatives and two Union representatives, which will function as a dispute resolution committee on increased workload issues, or to a Human Resources Representative. Unresolved disputes are subject to the grievance process.
- 12.12.4 Employees at the Downtown Campus who are not part of the VCC parking pool arrangements and who are required to use their personal vehicles in the performance of their duties will be reimbursed for their cost of private parking in excess of the VCC parking pool cost to a maximum of \$40.00 per month upon submission of receipts.
- 12.14.4 If the employees or the Union dispute either the intended recovery or the calculation provided, the matter will be discussed informally with a Human Resources Representative and an effort made to reconcile the calculation to accommodate the employees regarding the schedule of recovery. If alternate arrangements are agreed, they will be confirmed in writing to all concerned.

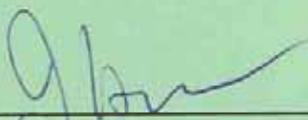
- 12.14.8 If employees notify a Human Resources Representative in writing with a copy to the Union that they believe that they have been overpaid and the College takes no action to recover the overpayment within 4 weeks of the written notification, it cannot attempt to do so later.
- 12.15.5 If the College claims there was no underpayment and the employees or the Union dispute this, the matter will be discussed informally with a Human Resources Representative.

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Community College



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Date May 11, 2012

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ARTICLE 12.9 – UNIFORMS, GLOVES, APRONS AND BOOTS

- 12.9.1 Uniforms, gloves and aprons will be provided by the College for all employees authorized to wear them.
- 12.9.2 Boots will be provided to all probationary employees and all other employees who attain 850 hours of service in a department requiring safety boots. Boots are not subject to clause 12.9.4
- 12.9.3 The College will supply, launder and repair these items without added cost to employees.
- 12.9.4 These items are the property of the College and on terminating their services with the College, employees will return them.
- 12.9.5 If they are not returned by the date of termination of employment, the value of the items will be deducted from employees' final pay.

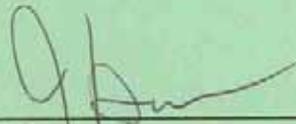
Signed on Behalf of Vancouver
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Date

April 18/12

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Date

April 19, 2012

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CUPE Local 4627
Collective Bargaining

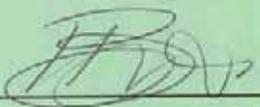
ARTICLE 13.4 – ACTING IN SENIOR CAPACITY

13.4.1 When employees are authorized in writing by their Supervisor or delegate to temporarily replace other employees in a higher paid position or take on higher levels of responsibilities for one-half day or more, they will receive the greater of:

- (a) The rate of pay that is equal to 2 steps higher ~~as reflected in the attached (Schedule A-3) Acting pay or pay Rates on Promotion~~, than the rate they were at in their previous positions provided that this rate is not higher than the maximum rate for the acting positions; or
- (b) The minimum of the new scale.

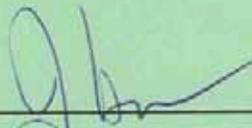
Note: Delete Schedule A-3 Acting Pay or Rates on Promotion

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Date May 11, 2012

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Collective Bargaining

ARTICLE 13 – WAGES AND PREMIUMS

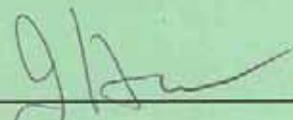
- 13.1.5 Pending resolution of disputes concerning new classifications, a Human Resources representative will establish a rate of pay.
- 13.4.5 If acting capacity is for a period longer than 30 consecutive working days, the position will be posted and will be filled as provided in Article 3.2, Filling Vacancies, and the work will only be available to the employees in the area in which it is offered.

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Community College



Date April 19/12

Signed on Behalf of the CUPE 4627



Date April 19, 2012

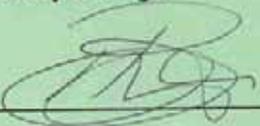
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Collective Bargaining

ARTICLE 14.1 – ANNUAL VACATION

14.1.2 Scheduling of vacation will take into consideration the commitment of the College, the needs of the department and the desired of the employees as follows:

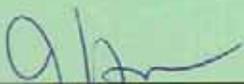
- (a) For the time period April 1st to March 31st, vacation in a department or area will be scheduled by seniority if employees have submitted vacation requests prior to April 1st of that period. Requests submitted after March 31st will be granted on a first come, first served basis.

Signed on Behalf of Vancouver
Community College



Date May 11/12

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Date May 11, 2012

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ARTICLE 14.4 – SICK LEAVE

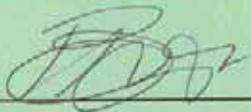
14.4.16 (b) the employee has had 10 working days of uncertified absence due to illness in a 12 month period then a Human Resources Representative may request a medical note from the employee.

14.4.22 Sick leave will be used for legitimate illness. If the College has reason to believe that Sick Leave is being improperly used, an excluded Human Resources Representative may discuss the concerns with the Union Staff Representative. If the discussions do not resolve the concern, the Parties will meet to identify and mutually agree on a way to resolve the concern.

Articles 14.4.23; 14.4.24 and 14.4.25

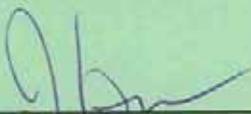
- to be separated into a new Article, headed Medical and Dental Appointments

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Date May 11/12

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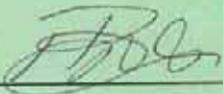
Date May 11, 2012

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ARTICLE 14.17.1 – GROUP OF COVERAGE

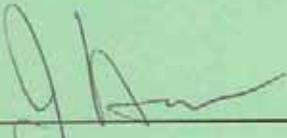
14.17.1 For the purposes of the benefit plans, the total group covered by the plan will, where advantageous, be a coalition of members of CUPE Local 4627; Administrators; Vancouver Community College Faculty Association and other College related groups, which may include employees of Langara College.

Signed on Behalf of Vancouver
Community College



Date April 17/12

Signed on Behalf of the CUPE 4627



Date April 19, 2012

Vancouver Community College – and –
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ARTICLE 16.3.3 – LEAVE FOR PERSONAL REASONS

16.3.3 Applications for Leave should be made in writing to the Supervisor and forwarded to a Human Resources Representative for final approval.

Signed on Behalf of Vancouver
Community College



Date April 19/12

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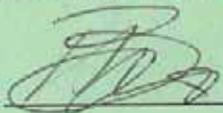
Date April 19, 2012

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ARTICLE 14.7; 14.13.5; and 17.1.1 –Re: MUNICIPAL PENSION PLAN

- 14.7.5 Details are given in a Municipal Pension Plan booklet with may be obtained from Human Resources or on the Pension Website at www.pensionsbc.ca.
- 14.7.6 If the Municipal Pension Plan is amended and provides for different pension coverage than that contained in Article 14.7, the provision of the Plan will apply.
- 14.13.5 Employees who retire at age 55 or over and who receive a pension under the provisions of the Municipal Pension Plan will receive group insurance coverage in an amount equal to the lesser of \$10,000 or the coverage in effect immediate preceding retirement. This coverage will continue for a period of 5 years from the date of retirement with the College paying the premium cost.
- 17.1.1 The services of employees on Parenting Leaves will be considered continuous and the College will continue to pay its share of the following benefits:
- Municipal Pension Plan, Article 14.7, subject to the provisions of the Municipal Pension Plan and employees continuing to pay their share;
 - Medical Services Plan, Article 14.9;
 - Extended Health Benefits Plan, Article 14.10;
 - Dental Plan, Article 14.11;
 - Group Life Insurance, Article 14.13.

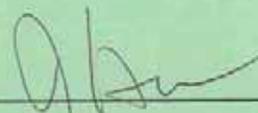
Signed on Behalf of Vancouver
Community College



Date

April 19/12

Signed on Behalf of the CUPE 4627



Date

April 19, 2012

APPENDIX “B”

Letter of Understanding

Between

Vancouver Community College

And

The Canadian Union of Public Employees (CUPE Local 4627)

RE: Pay Grade Adjustment (Interpreter Brailist and Interpreter)

1. Effective the date of ratification, the Employer and the Union agree that, notwithstanding any previous agreements, the categories of “Interpreter Brailist” and “Interpreter” will be allocated to Pay Grade 27 instead of Pay Grade 33. This change in allocation to Pay Grade 27 will apply to all current and future incumbents of the two categories, with the exception of current incumbents who are permanent full-time employees and who have been green-circled.
2. This Letter of Understanding will continue in force until the Employer and the Union negotiate an amendment to or cancellation of, the agreement.