

This Agreement, effective **October 1, 1994**, is between  
Vancouver Community College ("the College")

and

The Canadian Union of Public Employees, Local 15 -  
Vancouver Municipal, Education and Community Workers  
("the Union")

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

## **1.0 TERM OF AGREEMENT**

- 1.0.1 This Agreement is for a term of **3 years from October 1, 1994 to September 30, 1997**, both dates inclusive.
- 1.0.2 If no agreement is reached when this Agreement ends, it will continue until a strike or lockout begins, or until a new or renewed Agreement is reached.
- 1.0.3 **Sections 50(2) and (3) of the Labour Relations Code will not apply to this Agreement.**

## **2.0 DEFINITIONS AND COVERAGE FOR BENEFITS**

### **2.1 Definitions**

- 2.1.1 **"Appropriate administrator" means the administrator designated by the College to have responsibility for a certain area.**

- 2.1.2 **“Article” means a main section of this Agreement, such as Article 2.0, Definitions and Coverage for Benefits, or Article 2.1, Definitions.**
- 2.1.3 **“Category” means those position titles, with Pay Grades, listed in Schedule A.**
- 2.1.4 "College" means the Board of Vancouver Community College.
- 2.1.5 "College President" means the Chief Executive Officer of the College.
- 2.1.6 **“Clause” means a paragraph in an Article of this Agreement, such as Clause 2.1.6.**
- 2.1.7 "Director of Employee Relations" means the person the College has employed and designated in that position.
- 2.1.8 **“Parties” means the Union and the College.**
- 2.1.9 **Singular and plural: when the plural is used in this Agreement, it will include the singular if the context requires it, and vice versa.**
- 2.1.10 **“Spouse” means:**
- (a) an employee’s partner by virtue of a legal marriage; or
  - (b) an employee’s partner, including common law or same gender, who has been publicly maintained and represented as the employee’s spouse for at least the previous 12 months. A same gender spouse is entitled to all spousal benefits, rights and entitlements of this Agreement where there is no legislative impediment.
- 2.1.11 "Union" means the Canadian Union of Public Employees, Local 15 - Vancouver Municipal, Education and Community Workers.

## **2.2 Permanent Employees**







- 2.2.1 Permanent employees are employees who have been appointed to permanent staff by the College following **the successful completion of the probationary period as stated in Article 2.3.**
- 2.2.2 Permanent part-time appointments may be made with the prior approval of the Union. **Approval will not be unreasonably denied.**
- 2.2.3 **The Union will respond to requests within 10 working days or approval will be assumed. The College will post these positions within 10 working days of approval.**
- 2.2.4 Permanent employees are entitled to all employee benefits provided by this Agreement.

### **2.3 Probationary Employees**

- 2.3.1 New permanent employees are considered in a probationary capacity until the satisfactory completion of **6 working months** service.
- 2.3.2 The probationary period is to determine competence and suitability for permanent employment.
- 2.3.3 The employment of probationary employees can be terminated at any time during the probationary period without pay in lieu of notice, subject to the Grievance Procedure (Article 9.0).
- 2.3.4 Probationary employees' competence and suitability for permanent employment will be determined on the basis of factors such as:
- (a) the quality of work;
  - (b) conduct;
  - (c) capacity to work harmoniously with others;

(d) ability to meet work performance standards set by the College.

2.3.5 Probationary employees are entitled only to the following employee benefits:

-  Annual Vacation (Article 13.1),
-  General Holidays (Article 13.2),
-  Christmas Break (Article 13.3),
-  Sick Leave (Clause 13.4.2),
-  Bereavement Leave (Article 15.2),
-  Court Appearance and Jury Duty (Article 15.4).

## **2.4 Term Employees and Positions**

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

2.4.2 When the College and the Union agree to establish term positions, any affected employees will have the option of accepting either the term position or layoff.

2.4.3 Term employees are permanent employees employed over a specified term of **less than 12 months each year with the duty months scheduled according to the educational needs of the College, subject to the approval of the Union.**

2.4.4 The salaries of term employees will be calculated as follows:

$$\text{Annual Salary} + \frac{\text{Annual Vacation}^*}{12} \times \frac{\text{No. of Duty Months}}{12}$$

\* 0.4% for each 7 hours of vacation entitlement as contained in Article 13.1.

2.4.5 Term employees will receive their salary in equal installments over the duty months.

2.4.6 Benefit coverage will apply for the entire year but premiums will be deducted and paid over the duty months.

- 2.4.7 Vacation entitlement (Article 13.1) is included in the calculation of salary **as a percentage** and may not be taken during the duty months.
- 2.4.8 General Holidays (Article 13.2) are taken as they occur during the duty months.
- 2.4.9 Sick Leave (Article 13.4) applies only to the duty months.
- 2.4.10 If term employees are required to work some days during the non-duty months they will be paid at straight time hourly or biweekly rate as applicable.
- 2.4.11 Term employees will receive an increment for each completed duty year of service.
- 2.4.12 **The College will notify term employees in their letters of appointment that they may qualify for Unemployment Insurance benefits in their off duty months.**
- 2.4.13 **Term employees employed before September 19, 1995, who were receiving 4% for General Holidays will continue to receive this payment for as long as they remain term employees.**

## **2.5 Temporary Employees**





2.5.1 **Temporary employees are employees who are appointed to posted positions for a defined period which may be extended if necessary.**

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











2.5.3 Clause 2.5.2 does not prevent the College from offering or employees from accepting later reappointment.

2.5.4 Clause 2.5.3 will not affect the applicable sections of Article 3.2, Filling Vacancies.

2.5.5 Temporary employees, upon appointment, are entitled only to the following employee benefits, as provided for those employees:

-  Annual Vacation Leave (Article 13.1),
-  General Holidays (Article 13.2),
-  Christmas Break (Article 13.3),
-  Bereavement Leave (Article 15.2).

2.5.6 Temporary employees will receive 10% in lieu of the following benefits:

-  Sick Leave (Article 13.4),
-  Gratuity Plan (Article 13.6),
-  Municipal Pension Plan (Article 13.7),
-  Deferred Savings (Article 13.8),
-  Medical Services Plan (Article 13.9),
-  Extended Health Benefits Plan (Article 13.10),
-  Dental Plan (Article 13.11),
-  Group Life Insurance (Article 13.13),
-  Voluntary Life Insurance (Article 13.14),
-  Short Term and Long Term Disability (Article 13.15).

2.5.7 Temporary employees who have completed 850 hours of service may elect in writing to receive the benefits listed in Clause 2.5.6 instead of the 10%.

**2.5.8 Temporary employees who have elected benefit coverage must continue to receive that coverage as long as they are eligible (see Article 2.7).**

**2.5.9 Temporary employees are entitled to vacation leave with pay as provided for in Article 13.1.**

**2.5.10 If temporary employees are not able to schedule all or some of their vacation leave before the end of their assignments, they will receive pay for any vacation owed.**

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

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

2.5.12 The employment of temporary employees can be terminated at any time during the appraisal period without pay in lieu of notice, subject to the Grievance Procedure (Article 9.0).

## **2.6 Casual Employees**

2.6.1 **Casual employment means:**

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

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

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












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

2.6.5 **Casual employees will receive vacation pay on each pay cheque of 0.4% of basic earnings for each 7 hours of vacation entitlement.**

2.6.6 Casual employees will receive 4.6% of basic earnings on each pay cheque in lieu of General Holidays (Article 13.2) and Christmas Break (Article 13.3).

2.6.7 Casual employees are entitled to unpaid Bereavement Leave (Article 15.2) if they are scheduled to work at the time the Leave is needed.

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

-  Sick Leave (Article 13.4),
-  Gratuity Plan (Article 13.6),
-  Municipal Pension Plan (Article 13.7),
-  Deferred Savings (Article 13.8),
-  Medical Services Plan (Article 13.9),
-  Extended Health Benefits Plan (Article 13.10),
-  Dental Plan (Article 13.11),
-  Group Life Insurance (Article 13.13),
-  Voluntary Life Insurance (Article 13.14),
-  Short Term and Long Term Disability (Article 13.15),
-  Paid Bereavement Leave (Article 15.2).

2.6.9 Casual employees who have completed 850 hours of service may elect in writing to receive the benefits listed in Clause 2.6.8 instead of the 10%, subject to Article 2.7.

2.6.10 Casual employees who have elected benefit coverage must continue to receive that coverage as long as they are eligible (see Article 2.7).

## **2.7 Benefits For Part-time Employees**

2.7.1 Employees who have qualified for employee benefits under the provisions of this Agreement will keep the benefits as long as they work an average of 14 hours a week or more.



2.7.2 Temporary, probationary or permanent employees who have qualified for employee benefits and average less than 14 hours a week will receive 10% instead of the benefits listed in Clause 2.5.6.

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

### **3.0 VACANCIES**

#### **3.1 Job Postings**









3.1.1 Before filling any temporary vacancy expected to exceed 3 months or any permanent vacancy, the College will post notice of the vacancy in conspicuous places designated by the College for a minimum of 10 working days.

3.1.2 Should a temporary position which was not expected to exceed 3 months ultimately exceed, or at any time be expected to exceed 3 months, it will be posted at that time. While the position is being filled, the employee may remain in this temporary position for a reasonable transitional period.

3.1.3 Should a posted temporary vacancy ultimately become permanent, it will be reposted at that time.

3.1.4 A job posting will be compatible with the current **job rating sheet** and will essentially represent the current job description of the available position.

3.1.5 A job posting will include  
 **an accurate summary of the current major duties and responsibilities and required qualifications for the position;**

-  a statement that an equivalent combination of training and/or experience may be substituted for the required qualifications;
-  category title;
-  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 "This position open to both male and female applicants."

- 3.1.6 Where the available position is temporary the job posting will state this and will include the anticipated duration of employment.
- 3.1.7 **Where the expression “other related duties” or similar expressions appear in a job posting, it will mean other duties related to the described duties.**
- 3.1.8 Upon the prior written request of employees, the College is obligated only to mail to a confirmed address job postings occurring during authorized leaves of absence.
- 3.1.9 The College will mail all job postings to the confirmed addresses of all laid-off permanent employees subject to recall.
- 3.1.10 A temporary position equal to or greater than 14 hours per week which has existed for a continuous 12 months and can reasonably be expected to be ongoing will be established as a permanent position and will be posted, subject to the provisions of Clause 2.2.2.
- 3.1.11 When reasonable, the College will combine part-time, temporary work which is ongoing to create permanent positions equal to or greater than 14 hours per week in accordance with Clause 3.1.10.

The work to be combined will normally be in the same category or pay grade.

- 3.1.12 A temporary position which is established as permanent may, as provided in Article 2.4, be established on a term basis by mutual agreement between the College and the Union and will be posted.
- 3.1.13 If the College decides to eliminate or delay in filling vacant positions covered by this Agreement, it will post a notice to that effect for the information of members of the bargaining unit.
- 3.1.14 Once a position has been posted, the College will not cancel that posting unless it can demonstrate that circumstances arose after the posting occurred which made the cancellation necessary. The College will notify the Union in writing of the circumstances. If the Union does not agree with the College's decision, it may initiate a grievance commencing at Step 3 of the Grievance Procedure.

### **3.2 Filling Vacancies**

- 3.2.1 In filling job vacancies as provided in Article 3.1 of this Agreement, first consideration will be given to qualified internal applicants.
- 3.2.2 **Casual employees with 425 hours of service, temporary employees, probationary employees and permanent employees may compete for job vacancies on an equal basis.**
- 3.2.3 **The College will only consider outside applicants if no employee covered by Clause 3.2.2 is appointed to the vacancy.**
- 3.2.4 Student Aides do not have internal status for the purposes of Article 3.2.
- 3.2.5 Temporary and casual employees who have accumulated 850 hours of service will maintain internal status and **seniority** or length of service for posted vacancies which close within 5 months following the end of their employment. To make

application of this provision easier, employees must indicate their last day worked or if currently employed on their application.

- 3.2.6 Unless the ability to perform the job by an employee with less seniority is superior, **the College recognizes that in keeping with the principle of promotion within the College and that job opportunities should increase in proportion to length of service, that** seniority will be the determining factor.
- 3.2.7 The “onus at arbitration” is on the College to establish the superiority of a less senior applicant selected.
- 3.2.8 For the purposes of Article 3.2, seniority and length of service are equivalent.
- 3.2.9 The College will notify, in writing, each internal applicant of the status of their application for transfer or promotion.
- 3.2.10 An internal applicant who was not considered qualified has access to the Grievance Procedure (Article 9.0) and the "onus at arbitration" is on the Union to show that the internal applicant is qualified to perform the job.
- 3.2.11 Employees who have not been appointed to a posted vacancy, may informally discuss the reasons for the non-selection with the Administrator or delegate responsible for filling the vacancy **or they may make a written request for the reasons.**
- 3.2.12 Should a grievance be filed, it will commence at **Step 2. The Grievance time limits will begin when the employees receive notice of non-selection or the College’s response as provided in Clause 3.2.10.**
- 3.2.13 No grievance will be pursued or allowed on behalf of employees junior to the one appointed to a vacancy.

- 3.2.14 On promotion, the salary of employees is increased by the greater of 2 pay steps or to the minimum of the new pay scale. Employees will not receive a rate of pay greater than the maximum of the new scale.
- 3.2.15 Upon promotion there will be no change in employees' increment dates.

### **3.3 Transfer**

- 3.3.1 **Transfer means the movement of employees from one position to another in the same category.**
- 3.3.2 **The College will not transfer employees in an attempt to bypass the provisions of Article 17.1, Layoff.**
- 3.3.3 **The College will give employees as much notice as possible of its intent to transfer them.**
- 3.3.4 **All transfers will be discussed with employees prior to the giving of notice.**
- 3.3.5 **If the proposed transfer would result in hardship for the employees concerned, the College will attempt to accommodate their needs through mutually agreeable means.**
- 3.3.6 **Employees have the right to elect to be laid off rather than accept a transfer to a different campus.**

### **3.4 Trial Period**

- 3.4.1 On promotion or transfer to another position, permanent employees will serve a **3 working month** trial period in the new positions before the appointments are confirmed.

- 3.4.2 If the appointments are not confirmed, employees will revert to their former positions.
- 3.4.3 **In the event the former positions no longer exist, the employees will be laid off.**
- 3.4.4 **Employees may elect to return to their previous positions at any time in the trial period if their previous positions have not been accepted by other employees through the Job Posting provisions in Article 3.1.**
- 3.4.5 **If employees wish to return to their previous positions but their previous positions have been filled, the College and the Union will take reasonable steps to accommodate them, provided there are no additional costs incurred.**

### **3.5 Temporary Positions**

- 3.5.1 If a temporary position becomes permanent and the incumbent is selected for continued appointment to the position, the first **3 or 6 working months'** service in the position will be considered as the trial or probationary period.
- 3.5.2 If permanent employees are appointed to fill temporary positions, they will, when the temporary work is completed, return to their former positions. Any other employees who have received promotion as a result of the temporary assignment will automatically return to their former positions.
- 3.5.3 **If permanent employees are appointed to fill temporary positions, they will have the right of first refusal to all extensions to their positions, providing their performance has been satisfactory.**
- 3.5.4 Any employees appointed to fill posted temporary vacancies who are eligible for permanent appointment, will be considered in a

temporary capacity until the completion of **6 working months'** service. After this, if they continue in the same positions on a permanent basis, seniority, holiday benefits, and any other benefits related to length of service will be based upon the original date of employment.

**3.6 Temporary Reappointment Rights**

3.6.1 Temporary employees will have the right of first refusal to all extensions and temporary vacancies in their posted positions, providing their performance has been satisfactory.

3.6.2 **Except as provided for in Clause 15.6.2**, reappointment will also apply to any casual work which may occur on a day-to-day basis.

3.6.3 The right of first refusal will be in effect for a period of 3 months from the expiry of their last appointment in the positions.

3.6.4 Employees will keep the Employee Relations Department advised of their availability on a biweekly basis.

3.6.5 Refusal of a reappointment offer, without reasonable grounds, will result in the loss of this right.

**4.0 RIGHTS OF MANAGEMENT**

4.0.1 Any rights of Management which are not specifically mentioned in this Agreement and are not contrary to its intention will continue in full force and effect for the term of this Agreement.

4.0.2 These rights will be exercised in a fair, equitable and non-discriminatory fashion.

4.0.3 The College may dismiss, suspend, or discipline employees for just and reasonable cause. In the event of an arbitration arising out of this action, the burden of proof is on the College.

## **5.0 UNION SECURITY**

### **5.1 Membership**

- 5.1.1 All employees who are now, or who become, members of the Union will maintain membership in the Union as a condition of employment.
- 5.1.2 All new employees will, within 30 days after beginning employment, apply for and maintain membership in the Union as a condition of employment.
- 5.1.3 No employees will be deprived of employment due to loss of membership in the Union for reasons other than failure to pay the regular Union dues.

### **5.2 Check-off**

- 5.2.1 In accordance with the provisions of Section 16 of the Labour Relations Code or its successor, the College will deduct from the wages of employees covered by this Agreement, Union dues and assessments levied in accordance with the by-laws of the Union.
- 5.2.2 For new employees, these deductions will commence on their first day of employment.

### **5.3 Union Insignia**

- 5.3.1 Employees are entitled to display Union shop cards and insignia no larger than 5" x 7" on their person, at their workstation, on College bulletin boards and at mutually agreeable locations on College buildings.
- 5.3.2 The College accepts no responsibility for the cost or maintenance of these display materials.

### **5.4 Excluded Positions**



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

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

**5.5 Union Activity**

There will be no discrimination against employees because of membership or activity in the Union or for the exercise of rights, privileges and benefits provided by this Agreement.

**5.6 Meeting Space**

The College will make available private space to accommodate meetings between a Union representative and individual members to prepare for meetings with the College.

**5.7 Union Information**

5.7.1 **The College will provide the names of new employees to a designated Shop Steward at each campus biweekly.**

5.7.2 **The College will provide a monthly list of new, transferred, promoted and resigned employees to the Union.**

5.7.3 The College will make every reasonable effort to provide the Union with information it requests.

5.7.4 **The College will provide the Union with agendas in advance of public College Board, Board Committee and College Council meetings. The College will provide the Union with minutes of these meetings when they are available.**

- 5.7.5 The College will not charge the Union for any reasonably accessible information provided under Article 5.7. If the information is not reasonably accessible, the College will require the Union to make a Freedom of Information request as provided for in Article 6.9.
- 5.7.6 The College will provide the Union with a copy of any correspondence to employees which interprets this Agreement or any College personnel policy. This Clause does not apply to routine correspondence.
- 5.7.7 The Union will provide the College with a copy of any correspondence to employees which interprets this Agreement or any College personnel policy. This Clause does not apply to routine correspondence.
- 5.7.8 The College will provide the Union with a copy of all form letters which it uses to communicate with employees and with any amendments to these letters.

**5.8 College Councils**

The Union will have representation, with vote, on the Operations Council and any similar council established by the College concerning significant instructional or administrative policy matters.

**5.9 Access to Communication Systems**

- 5.9.1 The College will grant the Union reasonable access to its internal mail system to allow the Union to distribute information to its members. Distribution will be done outside of regular duty time.
- 5.9.2 The College will provide the Union with a voice mail box on the College's phone system.

- 5.9.3 **The College will not interfere with the Union's ability to send electronic mail messages to its members at the College who have access to electronic mail.**
- 5.9.4 **The College will discuss the possibility of access to any new communication systems with the Union.**
- 5.9.5 **Union access to College communication systems will not interfere with employees' normal work schedules and will not result in additional costs to the College.**

**5.10 Leave for Union Business**

- 5.10.1 **The College will not unreasonably deny leave of absence to employees delegated by the Union to attend to Union business.**
- 5.10.2 The College will grant permission to shop stewards, members of the Executive Board and the Negotiating Committee of the Union to leave their employment temporarily in order to carry on negotiations with the College, attend any joint labour/management meeting or with respect to a grievance without loss of pay for the leave.
- 5.10.3 **The College will grant leave of absence to employees elected to full-time Union office.** Employees will continue to accumulate service for vacation entitlement, seniority and any other benefit related to length of service.
- 5.10.4 **The College will continue to pay employees granted leave under Clauses 5.10.1 and 3 full pay and benefits, and the Union will reimburse the College as follows:**
- (a) **leaves of up to and including 10 consecutive working days: wage costs;**
  - (b) **leaves of over 10 consecutive working days up to 3 months: wage costs plus 20%;**

- (c) leaves of over 3 months: wage costs and actual benefit costs.

**5.11 Employee Orientation**

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

**5.12 Union Meetings**

5.12.1 The College will, when possible, accommodate Union meetings at the request of a representative of the Union.

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

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

5.12.4 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 Director of Employee Relations.

**5.13 Union Job Evaluation Representatives**

Union Job Evaluation Representatives will be granted leave of absence with pay to attend to their responsibilities.

**5.14 Contracting Out**

5.14.1 The College will not make a practice of contracting out work that would result in the layoff of permanent employees.

- 5.14.2 If the College contracts out work and layoffs are necessary, the College will:
- (a) **make every effort to notify the Union at least 120 calendar days before the date of layoff; in no case will the notice be less than 90 calendar days; and**
  - (b) fully inform the Union of all the circumstances; and
  - (c) consult with the Union to identify ways to avoid layoffs.
- 5.14.3 If positions are eliminated because the College has decided to contract out, permanent employees affected will have immediate access to any retraining that is necessary to provide the skills required to assume the duties of other positions.
- 5.14.4 Permanent employees assuming positions in a lower Pay Grade will have their current salary protected and will receive increments and general wage increases as they occur. If permanent employees assume less than full-time positions, their salaries will be prorated.
- 5.15.5 Employees who decline retraining or cannot successfully complete the retraining required will be covered by Article 17.0, Layoff, Severance Pay and Recall.

## **6.0 EMPLOYEE RIGHTS**

### **6.1 Seniority**

- 6.1.1 **Permanent, probationary and temporary employees will accumulate seniority.**
- 6.1.2 **Casual employees will accumulate length of service.**

- 6.1.3 **Seniority and length of service are based on all regular paid hours, including paid time off, subject to the other provisions of Article 6.1.**
- 6.1.4 **Permanent and probationary employees who work an 8 hour day will accumulate 7 hours of seniority for each day paid.**
- 6.1.5 **Employees who receive a premium instead of paid Vacation, General Holidays and Christmas Break will have their seniority or length of service increased proportionately.**
- 6.1.6 **Employees will continue to accumulate seniority during:**
- (☞) strikes and lockouts;**
  - (☞) sickness;**
  - (☞) Workers' Compensation claim ;**
  - (☞) vacation;**
  - (☞) all paid leaves of absence;**
  - (☞) recall period;**
  - (☞) Leave for Personal Reasons of 15 consecutive calendar days or less in a calendar month;**
  - (☞) full Leave for Personal Reasons if it is an extension of a Maternity, Parental or Adoption Leave;**
  - (☞) Maternity, Parental or Adoption Leaves;**
  - (☞) Education Leave;**
  - (☞) Leave for Union Business.**
- 6.1.7 **Employees will maintain their seniority but will not continue to accumulate seniority during:**
- (☞) Leave for Personal Reasons greater than 15 consecutive calendar days in a calendar month, except as provided in Clause 6.1.6;**
  - (☞) all other unpaid leaves not covered in Clause 6.1.6.**
- 6.1.8 **Employees will lose seniority and cease to be employees of the College if they:**
- (a) voluntarily leave the service of the College; or**

- (b) are discharged for cause; or
- (c) after layoff, fail to report for work within 7 working days after notification to the address on record with the College, unless on reasonable grounds they are unable to report for work at the time or the position available is at a lower Pay Grade than that occupied at the time of layoff.

6.1.9 Seniority will be applied in determining preference for vacations, acting in senior capacity, right of first refusal for available overtime, and access to preferred shifts (except as otherwise provided in this Agreement), taking into consideration the commitment of the College, the needs of the department and the desires of the employees. **Ability, operational efficiency and seniority will be considered in determining access to preferred assignments.**

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

- (☞) employees names;**
- (☞) accumulated seniority or length of service;**
- (☞) position title;**
- (☞) pay grade and step;**
- (☞) employee status; and**
- (☞) campus.**

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

6.1.12 **Article 6.1 will be effective on January 1, 1996, and will have no retroactive effect. Seniority will be converted to hours and merged with the length of service list. For this conversion, one day will equal 7 hours. For permanent part-time employees, the College will calculate the number of regular**

paid hours. Until January 1, 1996, Article XVIII A of the 1992 - 1994 Agreement will apply.

## **6.2 Job Descriptions and Job Rating Sheets**

- 6.2.1 The College will provide to all employees at the time of hiring, promotion, or upon request, a description of the duties and responsibilities and a copy of the **current job rating sheet** for their position.
- 6.2.2 **If the Union and the College agree on category specifications or their equivalent, the College will provide a copy to employees at the time of hiring, promotion or upon request. The College will also place a current set of these in each College library.**

## **6.3 Personal Duties**

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

## **6.4 Picket Lines**

- 6.4.1 Employees will not be disciplined by the College for refusing to cross a legal picket line.
- 6.4.2 When employees refuse to cross a legal picket line at their normal place of duty, they will be considered absent without pay.

## **6.5 Transfer Within CUPE Local 15**

- 6.5.1 CUPE Local 15 members, hired directly from other employers, will be credited with their accumulated length of service for vacation, increment and benefit entitlement purposes.



6.5.2 Seniority will not be transferred.

**6.6 Disciplinary Meetings**

6.6.1 When the College meets with employees to reprimand or discipline them, the College will advise them in advance that the meeting is intended to be disciplinary, and will advise them of their right to **choose an available witness or a Shop Steward to be present.**

6.6.2 Where a meeting, without notice, becomes a disciplinary meeting, employees have the right to temporarily adjourn the meeting and to **choose an available witness or a Shop Steward to be present.**

6.6.3 **Subject to Clause 6.6.4, “available” in Article 6.6 means that the witness or Shop Steward must be available within 2 working days or another mutually agreed upon period.**

6.6.4 **When there is a “culminating incident” and the College believes immediate discipline is essential or when the College believes an incident requires immediate discipline, “available” means a witness or Shop Steward who is available immediately.**

**6.7 Written Response**

6.7.1 Employees are entitled to receive from the College a written response to a written request made.

6.7.2 **If the College cannot respond within 10 working days, it will notify employees when there will be a response.**

**6.8 Personnel Files**

6.8.1 At the time of filing, the College will provide employees with a copy of evaluation performance statements, letters of

commendation and reprimand, and any other documents which may be the basis of disciplinary action.

- 6.8.2 The College will clearly indicate to the employees at the time of filing that the material is to be placed in their personnel file.
- 6.8.3 Employees or their designates will have access to all material in their official personnel file at a time or at times mutually convenient to the employees and to the College.
- 6.8.4 Examination of the contents of the official personnel file will be in the presence of a person authorized by the College.
- 6.8.5 **Access to a personnel file is limited to employees, the College President and the Director of Employee Relations, or their designates.**
- 6.8.6 **The College will not release any of the contents of a personnel file or any personal information to unauthorized individuals, including prospective employers, without the written permission of the employees.**
- 6.8.7 **The official personnel file will be located in the Employee Relations Department.**
- 6.8.8 **The College will not keep confidential medical information in a personnel file. If any confidential medical information is sent to the College it will be placed in a sealed file to be opened only with the written permission of the employee.**
- 6.8.9 **The College will remove all adverse material from a personnel file 18 months after it has been placed in the file, provided there have been no related incidents or repeated pattern of behavior which resulted in a reprimand or disciplinary action.**
- 6.8.10 **The College will ensure that adverse material that should have been removed is removed prior to anyone viewing the**

**file. If any adverse material that should have been removed is discovered in a personnel file, it will be removed immediately.**

6.8.11 The College will not introduce at disciplinary proceedings any documents, etc. from an employee's personnel file which were not given to the employee at the time they were placed in the file.

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

**6.9 Freedom of Information and Protection of Privacy Act**

6.9.1 **As provided by the Freedom Of Information and Protection of Privacy Act, employees have the right to copies of all of their own personal records kept by the College.**

6.9.2 **The College will not charge employees for the retrieval or duplication of their own personal records.**

6.9.3 **If employees dispute the accuracy of the information contained in any of their own personal records, they may request a correction in writing.**

6.9.4 **The College will respond in writing to any request. The response will state the action taken and will include reasons if the College refuses to make the requested correction.**

6.9.5 **If the College refuses to make a correction, it will include the employee's request for correction in the record.**

6.9.6 **The College will disclose personal information to the Union when the disclosure is permitted or required under this Agreement.**

6.9.7 **The College will disclose personal information not covered by Clause 6.9.6 to the Union only if the Union has the written permission of the employee.**

6.9.8 The College will not charge the Union for the retrieval or duplication of information covered by Clauses 6.9.6 or 7.

6.9.9 If the Union makes a Freedom of Information request for information that is not covered by Clauses 6.9.6 or 7, the College may charge the allowable fees as provided in the Act.

### **6.10 Ethics and College Policy**

6.10.1 When employees feel that they are being asked to do something unethical or in violation of College policy, they may pursue the matter through the Grievance Procedure (Article 9.0).

6.10.2 Employees may choose to start the grievance at Step 1 or 2.

6.10.3 A grievance under this Article is not arbitrable.

### **6.11 College Meetings**

6.11.1 Employees appointed to College related committees by either the College or the Union are entitled to attend all meetings without loss of pay.

6.11.2 Employees must ensure that their supervisors verbally approve this leave in advance, which will not be unreasonably withheld.

## **7.0 HUMAN RIGHTS**

### **7.1 No Discrimination**

7.1.1 The College will not

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

(b) discriminate against a person with respect to employment or any term or condition of employment,

because of race, colour, ancestry, place of origin, political belief, religion, creed, marital status, family status, physical or mental disability, sex, sexual orientation, age (19 to 65) or union activity or membership or because a person has been convicted of a criminal or summary conviction offense that is not related to employment or intended employment.

7.1.2 **Clause 7.1.1 does not apply with respect to a refusal, limitation, specification or preference based on a legitimate occupational requirement.**

7.1.3 Any allegation of discrimination will be dealt with through the Grievance Procedure (Article 9.0), with the burden of proof being on the Union.

7.1.4 **The College acknowledges its duty to accommodate employees in order to avoid discrimination and comply with the intent of Article 7.1 and the Human Rights Act of BC.**

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

7.1.6 **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 by the Union and the College on a case by case basis.**

## **7.2 Sexual and Personal Harassment**

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

- 7.2.2 For the purposes of Article 7.2, 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.
- 7.2.3 For the purposes of Article 7.2, personal harassment is defined as:
- (a) physical threat, intimidation, or assault, or unwelcome physical contact such as touching, patting, pinching and punching; or
  - (b) unwelcome behaviour or comment that is directed at, or offensive to any employee that demeans, belittles, causes personal humiliation or embarrassment to that employee or any other employees; or
  - (c) implied or expressed promise of reward or threat of reprisal, or the denial of opportunity for refusal to comply with a request which is unrelated to any employee's assigned duties; or
  - (d) the improper use of power and authority inherent in the position held, to endanger an employee's job, threaten the economic livelihood of an employee, or in any way interfere with or influence the career of an employee; or

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

7.2.4 Any allegation of sexual or personal harassment will be dealt with through the Grievance Procedure, Article 9.0.

7.2.5 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.

7.2.6 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.

7.2.7 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.

7.2.8 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.

7.2.9 The Union has the right to represent employees at all meetings, interviews and hearings where the complainant's presence is requested.

## **8.0 JOINT CONSULTATION AND ADJUSTMENT PLAN**

### **8.1 Joint Consultation**

- 8.1.1 **The effective conduct of the College's operation requires the active and continuing participation of the Union.**
- 8.1.2 **Where not specified in this Agreement, the management of significant matters affecting the development and implementation of the College's operation will be carried on through consultative processes.**
- 8.1.3 **A joint Consultation Committee will be established to consult about workplace issues that affect the Parties or any employees bound by this Agreement.**
- 8.1.4 **The Union will be represented on this Committee by 3 members of its Bargaining Committee and a Union Staff Representative. The College will be represented by an equal number of representatives.**
- 8.1.5 **At the request of either Party, the Consultation Committee will meet.**
- 8.1.6 **The purpose of the Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.**
- 8.1.7 **The Committee will not deal with violations of the Agreement which will be dealt with through the Grievance Procedure (Article 9.0).**
- 8.1.8 **The Parties may jointly apply to the associate chair of the Mediation Division of the Labour Relations Board to appoint a facilitator to the Committee to assist in developing a more cooperative relationship between the Parties.**

## **8.2 Adjustment Plan**

- 8.2.1 **If the College introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions**



or security of employment of a significant number of employees, the College will notify the Union in writing at least 60 days before the measure, policy, practice or change is to be introduced.

**8.2.2 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 early retirement benefits;**
- (f) A joint process for overseeing the implementation of the adjustment plan.**

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

**8.2.4 This Article 8.2 does not apply to the termination of employment:**

- (g) for just cause;**
- (h) of casual employees;**
- (i) of temporary employees.**

## **9.0 GRIEVANCE PROCEDURE**

- 9.0.1 Any differences concerning the dismissal, discipline, or suspension of employees, or the interpretation, application or operation of this Agreement, or any alleged violation of this Agreement, and any question as to whether any matter is arbitrable, will be dealt with without undue delay or stoppage of work according to the Grievance Procedure contained in Article 9.0.
- 9.0.2 **The time limits outlined in this procedure may be extended by mutual agreement of the Parties. If no agreement has been made or where an agreed to extension has expired:**
- (a) the grievance may proceed to the next step of the procedure if the College exceeds the time limits; or**
  - (b) the College will consider the grievance abandoned.**
- 9.0.3 Where either the Union or the College disputes the general application, interpretation or alleged violation of this Agreement, the dispute will be **considered a policy grievance and be** referred to Step 3 of the Grievance Procedure.
- 9.0.4 **The Grievance Form referred to in Article 9.0 will be mutually agreed by the Parties and may be changed only with mutual agreement. The College will provide Shop Stewards with copies of the Form.**
- 9.0.5 **If a grievance is advanced to Article 9.4, 5, 6 or 7, neither Party may rely on any errors or omissions in the Grievance Form or any correspondence about the grievance.**
- 9.0.6 **A chart explaining the Grievance Procedure is included as Schedule C.**

## **9.1 Step 1**

9.1.1 **Step 1 is optional.**

9.1.2 Employees, and at their option, a Shop Steward, may discuss the complaint with their immediate supervisor within **20 working days** from the date they became aware of the event leading to the complaint.

9.1.3 A **verbal or** written response will be provided to the employees and Shop Steward within 5 working days of the meeting.

9.1.4 Failing a satisfactory resolution, the grievance may be advanced to Step 2.

## **9.2 Step 2**

9.2.1 **Employees or a Union representative may refer a grievance to Step 2 by sending a copy of a completed Grievance Form to the appropriate Administrator or delegate, with a copy to the Union office. The Administrator will send a copy of the Grievance Form to the Employee Relations Department.**

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

9.2.3 **A grievance must be referred to Step 2:**

**(j) within 15 working days of receiving the Step 1 response,  
or**

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

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

9.2.5 A written response will be provided to the Shop Steward with a copy to the Union Office within **15 working days** of the meeting.

**9.3 Step 3**

9.3.1 If the grievance is not settled at Step 2, it may be referred by the grieving Party within 7 working days of the Step 2 response to the **Union Representative and Representative of the Employee Relations Department.**

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

9.3.3 **The Representative of the Employee Relations Department will provide a written response to the Union Representative within 15 working days** of the meeting.

9.3.4 **In the case of grievances filed by the College, the Union will provide a response as outlined in Clause 9.3.3.**

**9.4 Step 4 - Investigator**

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

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

(k) investigate the difference;

(l) define the issue in the difference; and

(m) make written recommendations to resolve the difference

within **20 working days** of the receipt of the request; and, for those **20 working days** time does not run in the Grievance Procedure.

- 9.4.3 As provided for in Section 103 of the Labour Relations Code, the Minister of Finance and Corporate Relations will subsidize the cost of the investigation by paying one-third of the Investigator's "reasonable remuneration, traveling and out-of-pocket expenses."
- 9.4.4 The balance of the Investigator's remuneration and expenses will be borne equally by the College and the Union.
- 9.4.5 Step 4 is not mandatory. Where either Party wishes, the matter will proceed directly to binding arbitration, Article 9.5.
- 9.4.6 **While the Investigator process is designed to provide non-binding recommendations, the Parties may agree prior to a hearing that they will accept the recommendations as binding.**
- 9.4.7 The Parties will advise the Investigator of the nature of the issue, as agreed by the Parties, prior to the hearing.
- 9.4.8 **The Investigator will follow any practice or procedure the Parties agree upon.**
- 9.4.9 **If the Parties do not agree upon a practice or procedure, the Investigator will determine the practice and procedure but will give full opportunity to the Parties to present evidence and make submissions.**
- 9.4.10 The Investigator may, at the request of either Party, or if the Investigator wishes, summon and enforce the attendance of witnesses and compel them to give evidence under oath and to produce the documents and things considered necessary for a full consideration of matters before the Investigator.

- 9.4.11 While the Investigator will make every effort to expedite investigation of the difference, the time limits contained in Article 9.4 may be waived by agreement of the Parties or by the Investigator.
- 9.4.12 Once the Investigator process has commenced, it will be completed unless both Parties agree.
- 9.4.13 The Parties will not be represented by lawyers in these proceedings.
- 9.4.14 The recommendation of the Investigator will not be admissible at arbitration.
- 9.4.15 Any written recommendations of the Investigator must be in accordance with the terms of the Agreement.
- 9.4.16 The terms of reference contained in Clauses 9.4.7 through 15 may be amended by mutual agreement.
- 9.4.17 **The Parties will notify each other if they accept or reject the recommendation within 10 working days of receiving it.**

**9.5 Step 5 - Binding Arbitration**

- 9.5.1 **Should the grievance not be advanced to Step 4 or should either party decline to accept the recommendations of the Investigator, then the matter may be referred to 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.**
- 9.5.2 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.**

9.5.3 **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.**

9.5.4 **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.**

**9.6 Single Arbitrator**

9.6.1 **By mutual agreement, the Parties may agree to bypass Article 9.5 and refer a dispute to a single Arbitrator within 25 working days of:**

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

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

<b>Catherine Bruce</b>	<b>Margaritte Jackson</b>
<b>Emily Burke</b>	<b>John McConchie</b>
<b>Maria Giardini</b>	Dave McPhillips
Stephen Kelleher	Don Monroe

9.6.3 **If the Parties cannot agree on a single Arbitrator, either Party may apply to the Director of the Collective Agreement Arbitration Bureau to make the appointment.**

9.6.4 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.

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

## **9.7 Alternate Dispute Resolution Methods**

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

9.7.2 These include:

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

## **9.8 Grievance Preparation**

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

9.8.2 Scheduling of this time will be arranged with appropriate supervisors, who will take into consideration the needs of the department.

9.9.1 The grievors and Shop Steward will normally advise their immediate supervisor prior to leaving their workstation to prepare for and attend grievance meetings.

## **9.9 Other Matters**

9.9.1 Employees who are reinstated by Arbitration are entitled to reinstatement without loss of seniority.



- 9.9.2 Grievances involving dismissal, lengthy suspension, benefits or payroll related matters may be referred directly to Step 3 of the Grievance Procedure, within the time limits set out for Step 2.
- 9.9.3 When employees grieve failure to be appointed to a posted vacancy, the College will provide the written reasons for the non-promotion **at Step 2, if requested.**
- 9.9.4 **Non-appointment grievances will start at Step 2 and will be submitted to the Administrator or delegate responsible for filling the vacancies.**
- 9.9.5 The Union will provide the College with a list of current Shop Stewards.
- 9.9.6 **When employees have initiated grievances, the College will not discuss the subject of the grievances directly with them without the permission of the Union.**
- 9.9.7 **Article 9.0 does not prevent employees from discussing problems with supervisors, appropriate administrators or members of the Employee Relations Department.**
- 9.9.8 If the appropriate College representative is not available to meet within the time limits, the time limits may be extended or the grievance may be advanced to the next Step.

## **10.0 POSITION EVALUATION**

### **10.1 The Position Evaluation Plan**

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

### **10.2 Position Evaluation Requests**

- 10.2.1 A request for position evaluation may originate from employees, the Union, or the College.
- 10.2.2 Requests must detail the reasons why a change is necessary and be made in writing to the Director of Employee Relations on a position description questionnaire provided for the purpose.
- 10.2.3 Copies of all requests for position review submitted by employees will be provided to the Union.
- 10.2.4 A request for position evaluation may be rejected by either the Union or the College if the position has been reviewed and dealt with during the 2 year period before the date of the request, unless the Union and the College agree or there has been a significant change in the position.
- 10.2.5 If the Parties fail to agree on the status of any request in Clause 10.2.4, the matter may be referred for a decision to the **Investigator** as provided in Clause 10.4.7.
- 10.2.6 All requests for position evaluation will be dealt with and the employees and the Union will be provided with the review results in writing within 2 months from receipt of the request.
- 10.2.7 The notification will contain all applicable data used in applying the Plan.

### **10.3 Position Evaluation Terms of Reference**

- 10.3.1 Position evaluations will be carried out according to the terms of reference contained in Article 10.3.
- 10.3.2 In evaluating a position, comparison is limited to the factors, degrees and definitions in the Plan.
- 10.3.3 Evaluations will consider whether or not the various factors of the position and its accrued points fall substantially within the Category in which it is located.

- 10.3.4 Evaluations will consider whether or not the duties, responsibilities or other aspects of the position have changed sufficiently to warrant a new or revised Category Specification.
- 10.3.5 Evaluations will consider whether or not the rate of pay recommended for a new or revised Category is proper and bears a realistic and acceptable relationship when compared to other positions of equal value in the College.
- 10.3.6 If the College or the Union find that the factors or factor degrees of the Plan do not recognize or acknowledge the unique characteristics or circumstances of a new or a significantly changed position, the Parties will meet to discuss the creation of an anomaly.
- 10.3.7 In these circumstances an external salary review will be conducted. This extraordinary review will be limited to rates of pay currently valid within Colleges and Institutes in the Lower Mainland, or where no valid comparisons exist, with rates of pay currently valid within the public sector of British Columbia.
- 10.3.8 Requests for the creation of anomalies and the related external salary review may be initiated by the Union or College and are limited to no more than 2% of employees or individual positions within the bargaining unit in any calendar year.
- 10.3.9 If the parties fail to agree on a rate of pay for the anomalous position, the matter will, within 15 working days, be discussed informally between the Director of Employee Relations and the Union Business Manager, or their delegates, and an effort made to resolve the matter. This step will not exceed 15 working days.
- 11 If agreement is not achieved, the matter of rates may be referred, within 30 working days to arbitration (Clause 10.4.17) for a final and binding decision.

- 10.3.11 These adjustments will be recognized as special anomalies and would not allow for or become grounds for appeal by either Party for other positions or position categories.
- 10.3.12 If as a result of a position review, any change is to be made, the change will be effective the first day of the biweekly pay period closest to the date of receipt of the request by the Director of Employee Relations.
- 10.3.13 Upon a change to a higher Category, the salary of the employees will be in the same step of the new pay grade as it was on the old one, without change of increment date.

#### **10.4 Re-examination Process**

- 10.4.1 Within 60 calendar days of receiving the results of the position review, the Union may request a re-examination of the review by designated Employee Representatives with the College Representative who has evaluated the position.
- 10.4.2 **The request will include the areas to be reviewed and the reasons for the re-examination.**
- 10.4.3 **Any errors or omissions in the request may be corrected at a later step and will not cause a re-examination to be lost.**
- 10.4.4 **Following the re-examination, the College Representative will advise the Director of Employee Relations and the Union of the results of the re-examination.**
- 10.4.5 **This reconsideration and decision process will be completed within 15 working days.**
- 10.4.6 If the Union is dissatisfied with the decision in Clause 10.4.4, the matter may be referred, within 15 working days of the receipt of the decision, to the Director of Employee Relations and the Business Manager of the Union, or their delegates, who will attempt to settle it. This step will not exceed 15 working days.

- 10.4.7 If the Parties are not able to agree on the rating or the status of a request under Clause 10.2.5, the matter will be referred to non-binding investigation by Karen Clark.**
- 10.4.8 As provided for in Section 103 of the Labour Relations Code, the Minister of Finance and Corporate Relations will subsidize the cost of the investigation by paying one-third of the Investigator's "reasonable remuneration, traveling and out-of-pocket expenses."**
- 10.4.9 The balance of the Investigator's remuneration and expenses will be paid equally by the College and the Union.**
- 10.4.10 The Parties will meet informally with the Investigator to attempt to agree on any unresolved appeals.**
- 10.4.11 If agreement is reached, the applicable factors for the position will be adjusted and the appeal will be resolved.**
- 10.4.12 If agreement cannot be reached, a formal hearing will be held by the Investigator according to the terms of Articles 9.4 and 10.4.**
- 10.4.13 The Parties will provide all relevant information and documentation to the Investigator before the hearing.**
- 10.4.14 The Parties will not use legal counsel in an investigation.**
- 10.4.15 Participation in the investigation hearing is limited to one Union representative, one College representative, the employee, the supervisor (if necessary or appropriate) and other Union and College observers or advisors.**
- 10.4.16 If the Parties accept the recommendations of the Investigator, the applicable factors for the position will be adjusted and the appeal will be resolved.**

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

## **10.5 Changes to the Plan**

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

## **11.0 WORKING CONDITIONS**





### **11.1 Hours and Days of Work**

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

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

11.1.2 All other days and hours of work will be subject to shift premium according to Article 11.5.

11.1.3 The normal hours of work will be 8 hours a day which commence later than 6:00 AM and end earlier than 7:00 PM for employees in the following positions:

- 1  Assistant Building Services Manager (City Centre)
- 1  Building Service Manager
- 1  Receiver (a)
- 1  Receiver (b)
- 1  Stores Clerk (Food Services, City Centre)

11.1.4 Employees may adjust their starting and quitting times with their supervisors' approval which will not be unreasonably denied. If employees work more than the normal full-time equivalent daily hours for their positions, the Overtime provisions of Article 11.6 will apply.

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

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

11.1.7 **Employees who work 5 hours or more but less than 6 hours in a day will have the option of receiving an unpaid meal break and will receive one paid 15 minute rest break.**

11.1.8 **Employees who work from 3 hours to 5 hours in a day will receive one paid 15 minute rest break.**

11.1.9 **Unpaid meal breaks will be not less than 30 minutes and not more than one hour.**

11.1.10 Employees who receive 2 rest breaks will receive one during the work period prior to the meal break and one during the work period after the meal.

11.1.11 The time when the meal break and rest period are taken will be approved by the supervisor.

11.1.12 **The College will not require employees to work split shifts. Part-time employees who are offered additional hours may elect to work split shifts but if they work more the normal full time equivalent daily hours, the Overtime provisions of Article 11.6 will apply. The College will not make a practice of offering part-time employees additional hours that result in split shifts.**

11.1.13 Except for an emergency, employees will have at least 10 clear hours free from work, excluding overtime hours, between the end of one shift and the beginning of the next shift. Overtime will apply to any hours worked during the 10 hour period.

11.1.14 Approval of the Parties is required for any work week in excess of 35 hours per week with the exception of those **currently in existence**. Approval will not be unreasonably withheld. In the event that agreement to increase the regular work week cannot be reached, the matter may be referred to the Grievance Procedure commencing at Step 3.



11.1.15 **Approval of the Parties is required to reduce the regular work week for those positions listed in Clause 11.1.3. Neither Party will unreasonably deny approval to reduce the regular work week.**

**11.2 Nine Day Fortnight**

11.2.1 Application of the nine day fortnight system must not produce any additional cost, (i.e. overtime, additional staffing requirements or fringe benefit costs) or noticeable reduction in service from the level of service rendered on April 1, 1992.

11.2.2 Employees will work 7-3/4 hours each regularly scheduled work day in every 2 week period.

11.2.3 A year is defined as a calendar year and divided into 26 fortnight periods.




11 Employees are entitled to a maximum of 24 fortnight days off in each year. There will be 2 biweekly periods each year in which no fortnight days off will be scheduled.

11 Employees on the fortnight system for less than 26 biweekly periods in a year will have their fortnight days off prorated. For example, employees on the fortnight system for 22 biweekly periods will receive 20.3 fortnight days off.

11 The biweekly periods in which there are no fortnight days off may normally be scheduled at a time that takes into consideration the needs of the department and the desires of employees. The preferred periods, if other periods have not been agreed to, are the biweekly periods overlapping Christmas and Easter.

11.2.7 Scheduled days off, one every two weeks, will preferably be Monday or Friday, or any other day taking into consideration the commitment of the College, the needs of the department and the desires of the employees.

- 11.2.8 Overtime rates will apply for authorized work performed in excess of 7-3/4 hours per day, excluding time worked when making up time owed by employees.
- 11.2.9 Supervisors will post work schedules for employees.
- 11.2.10 Supervisors are responsible for keeping accurate records of employee overtime and time owed to and by employees.
- 11.2.11 Neither acting capacity nor shift differentials will be paid if the higher level of work performed or hours of work are directly due to the nine day fortnight.
- 11.2.12 Gratuity days are earned as 7 hour days. If payment of gratuity is made to employees it will be made on the basis of a 7 hour day.
- 11.2.13 If gratuity days are taken as leave, the earned days will be converted to hours and the employees will remain on the nine day fortnight during the period when the gratuity days are taken. This may require employees working for a partial day or making time up.
- 11.2.14 If employees wish to revert to a 7 hour day for the period in which gratuity days are taken then they will work a 7 hour day for the full biweekly period.
- 11.2.15 When employees are receiving Workers' Compensation Board benefits, they will have no entitlement to fortnight days off during the period of absence.
- 11.2.16 Sick Leave will be calculated in hours. Employees on the nine day fortnight will have 7-3/4 hours deducted for each day of illness.
- 11.2.17 Illness on fortnight days off will not entitle employees to claim replacement days off unless a doctor's certificate is provided to the College.

- 11.2.18 **When employees have been absent due to non-occupational sickness or injury for a complete fortnight period they will revert to their normal work week for the period of absence and will not accumulate fortnight days off. During this period, Sick Leave will be deducted on the basis of 7 hours per day.**
- 11.2.19 Vacation entitlement will be calculated in hours. Employees on the nine day fortnight will be deducted 7-3/4 hours vacation leave for a day of absence. Fortnight days off will be earned during vacation periods. For example, employees taking “2 weeks” vacation would, in fact, be taking 9 days of vacation (69.75 hours) and one fortnight day off.
- 11.2.20 Employees not on the nine day fortnight who wish access should apply to their Department Head or Supervisor.
- 11.2.21 The Department Head or Supervisor will make the necessary analysis to determine whether the proposed change in schedule meets the conditions in Clause 11.2.1 and pass the request and analysis to the appropriate administrator for approval.
- 11.2.22 Should a request be denied, employees may ask that access be reviewed by a committee as follows:
- (a) A committee for each of the jurisdictions will be responsible for resolving difficulties which may arise including matters of access to or exclusion from the nine day fortnight schedule.
  - (b) Each committee will consist of one administrator from the jurisdiction concerned, who will act as chair, along with one member representing:
    - 1  participating support staff;
    - 1  the Union;
    - 1  the Employee Relations Department.
  - (c) If problems of a serious nature cannot be resolved by the committee, the matters will be referred to the Director of Employee Relations and the Business Manager of the Union for discussion.

- (d) If those parties cannot resolve the problems within a reasonable period, either the Union or the College may refer the matter to the Grievance Procedure (Article 9.0) commencing at Step 4 or 5.
- 11.2.23 No employees or positions (e.g. vacant positions) will be removed from the nine day fortnight schedule except through the committee and grievance process outlined in Clause 11.2.21.
- 11.2.24 The nine day fortnight schedule may be temporarily suspended by joint and mutual agreement of the Union and the College Administration from the jurisdiction concerned.
- 11.2.25 Except in extraordinary circumstances, the College will give a minimum of 10 working days notice of suspension.
- 11.2.26 In order to accommodate situations, such as emergencies, vacation, illness and peak periods, scheduled fortnight days may be deferred at the request and with the approval of the appropriate administrator. Deferred days must be rescheduled and used as soon as possible. If these situations are known in advance, fortnight scheduling will be arranged to accommodate them.
- 11.2.27 Staffing needs within a department or area may require suspension of the fortnight schedule for employees required to provide backup services in the absence of other employees if it cannot be accommodated by the provisions of Article 11.4, Flextime.
- 11.2.28 During periods of suspension of the fortnight, the College will require employees to continue working a 7-3/4 hour day for the period of suspension.
- 11.2.29 In order to meet the College's commitments, departmental staffing needs or to meet employees' needs, employees and a department

may mutually agree that they will revert to a 7 hour day during the period of suspension.

- 11.2.30 In areas that request suspension for 2 or more biweekly periods, 2 of those periods will be considered the periods in which no days off will be scheduled as provided for in Clauses 11.2.4 and 6.
- 11.2.31 If there is a suspension period greater than one month, the affected employees will revert to a 7 hour day
- 11.2.32 During a period of suspension when employees revert to a 7 hour day, absence for vacation or sickness will be based on 7 hours per day. No credit towards fortnight days off will be earned.
- 11.2.33 Days deferred must be scheduled by mutual agreement within 2 months of the conclusion of the deferral period, taking into consideration the commitment of the College, the needs of the department and the desires of the employees. Agreement will not be unreasonably withheld by either the College or the employees.
- 11.2.34 Deferred days may be carried forward beyond the 2 month period by mutual agreement provided the commitment to the College and the needs of the department can be adequately met.
- 11.2.35 Individual employees may apply, for special reasons, to remain on the established 5 day work schedule. This request will be made to the appropriate administrator and reviewed by the joint Union/ Management Committee.
- 11.2.36 Any general conditions covering the nine day fortnight presently in force which are not specifically mentioned in Article 11.2, and are not contrary to its intention, will continue in full force and effect for the duration of this Agreement.

**11.3 Experimental Work Schedules**

- 11.3.1 Terms and conditions of this Agreement may be varied by mutual agreement between the College and the Union in order to implement work schedules which are modifications of the work schedules in this Agreement.
- 11.3.2 Article 11.3 can accommodate a range of innovative hours of work arrangements, on an individual or group basis.
- 11.3.3 Any experimental work schedules would normally have to satisfy the same general conditions as the nine day fortnight, that is no additional cost, no loss of service, etc. (see Clause 11.2.1)
- 11.3.4 Experimental work schedules should be developed within the department prior to seeking the agreement of the College and the Union and should be administratively simple.

**11.4 Flexitime**

- 11.4.1 The College agrees with the principle of flexitime as defined in Clause 11.4.2.
- 11.4.2 Flexitime is a work schedule which permits adjustment of the schedule of daily or weekly hours worked, taking into consideration the commitment of the College, the needs of the department and the desires of the employees.
- 11.4.3 Flexitime will be scheduled in advance and approved by the College.
- 11.4.4 Flexitime schedules will not produce any additional cost for the College (e.g. overtime, additional staffing requirements, fringe benefit increases or non-scheduled shift differential).
- 11.4.5 Flexitime schedules will not result in any noticeable reductions in service.

- 11.4.6 Flextime schedules will be within the established hours of operation for the work performed.
- 11.4.7 **If difficulties arise, including matters of access to or exclusion from a flextime schedule, the matter will be referred to the committee and dispute solving process for the nine day fortnight contained in Clause 11.2.21.**
- 11.4.8 Flextime schedules may be temporarily suspended by mutual agreement of the Union and the College.

**11.5 Shift Work**

- 11.5.1 Except in extraordinary circumstances, the College will give a minimum of 10 working days' notice of a change in shift, unless the change results in employees working hours that entitle them to an overtime wage.
- 11.5.2 All changes of shift will be discussed with employees prior to the giving of notice.
- 11.5.3 If the proposed shift change would result in hardship for the employees concerned, the College will attempt to accommodate their needs through transfer or other mutually agreeable means.
- 11.5.4 Employees required to work shifts with a portion of the regular hours outside the normal hours of work will receive a premium for the total regular hours on those days as follows:
- (a) if the shift commences at 6:00 AM or earlier or ends at 7:00 PM or later - 5%; or
  - (b) if the shift commences at 4:30 AM or earlier or ends at 8:30 PM or later - 6-3/4%; or
  - (c) if the shift commences at 3:00 AM or earlier or ends at 10:00 PM or later - 9%.

11.5.5 Employees required to work, as part of regular hours, days other than Monday to Friday, will receive a premium of 9% for all regular hours worked on those days.

11.5.6 Shift premiums are not paid for overtime hours.

11.5.7 See Article 6.1, Seniority, for access to preferred shifts.

**11.6 Overtime**

11.6.1 **Except in extraordinary circumstances or to provide required service during peak periods, the College will not make a regular practice of requiring employees to work overtime.**

11.6.2 **General overtime will be offered to employees in the department who are capable of doing the work by seniority.**

11.6.3 **Position specific overtime will be offered first to the employee who holds the position.**

11.6.4 Employees who work overtime will, at the time of working the overtime, elect whether to be paid for it or receive compensating time off.

11.6.5 **Subject to Clause 11.6.6, employees who elect to be paid for overtime will receive:**

- (a) 1-1/2 times their regular rates of pay for the first 4 hours of overtime in a normal work week;**
- (b) 2 times their regular rates of pay for any additional overtime in a normal work week;**
- (c) 2 times their regular rates of pay for all hours worked on scheduled days off with a minimum of 2 hours pay at double time;**
- (d) 2 times their regular rates of pay for all hours worked on a General Holiday with a minimum of 2 hours pay at double time, in addition to regular pay. Overtime worked**



**on a General Holiday will not count for the purposes of Clause 11.6.5(a).**

- 11.6.6 **If employees work overtime on their scheduled days off that requires them to be at the College for more than one period in one day, they will receive 2 times their regular rates of pay for all hours worked with a minimum of 2 hours pay at double time for each period.**
- 11.6.7 Employees who elect to receive compensating time off for overtime will receive time equal to the number of hours' pay they would have received according to Clauses 11.6.5 and 6.
- 11.6.8 Compensating time off will be taken at a time mutually agreed upon by the employees and their Department Heads.
- 11.6.9 If employees do not receive all compensating time off by August 31 of the year following the year in which they earned the time off, or prior to leaving the service of the College for any reason, whichever occurs first, they will be paid for the remaining compensating time off.
- 11.6.10 Overtime will only apply to hours in excess of the full-time equivalent daily and weekly hours of each position.
- 11.6.11 **All** employees will receive overtime on the same basis as full-time permanent employees in the same positions.
- 11.6.12 All overtime worked must be authorized by the **Department Head** or delegate.
- 11.6.13 **The College will consider creating additional positions when the Union can demonstrate a constant pattern of overtime justifies it.**

**11.7 Overtime Meal Period and Allowance**

- 11.7.1 When employees work overtime of less than 2 hours beyond their regular full-time shift, an unpaid meal period of up to one-half hour may be taken, at their option.
- 11.7.2 The College will pay employees for a one-half hour meal period at the prevailing overtime rates and will provide a meal or reimburse employees for reasonable meal expenses incurred up to a maximum of \$8.00 in the following circumstances:
- (a) when the overtime is worked immediately before or immediately following the employees' shifts on a regular day of work and is 2 hours or longer, excluding any meal period;
  - (b) when employees work 4 hours overtime at any other time, unless they have been notified on the previous working day of the need to work overtime.
- 11.7.3 When employees miss a paid meal period to which they are entitled, they will be paid at the overtime rate for the missed meal period in addition to all time worked and will be entitled to reimbursement for meal expenses as provided in Clause 11.7.2.

## **11.8 Minimum Daily Pay**

- 11.8.1 Employees reporting for work at the call of the College will receive their regular wage for all hours worked with a minimum of 4 hours' pay for each callout.
- 11.8.2 Clause 11.8.1 will not apply if employees are unfit to perform their duties or have failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.
- 11.8.3 **In the event work is suspended or the College closes because of inclement weather or other reason completely beyond the control of the College, employees scheduled to work by their supervisors will receive pay for their regularly scheduled hours for that day.**

- 11.8.4 Student Aides reporting for work at the call of the College on a day when they have scheduled instructional activity will receive a minimum of 2 hours' pay for each callout.

**11.9 Uniforms, Gloves, Aprons and Boots**

- 11.9.1 Uniforms, gloves, aprons and boots will be provided by the College for all employees authorized by the College to wear them.
- 11.9.2 The College will supply, launder and repair these items without added cost to employees.
- 11.9.3 These items are the property of the College and on terminating their services with the College, employees will return them.
- 11.9.4 If they are not returned by the date of termination of employment, the value of the items will be deducted from employees' final pay.

**11.10 Workload**

- 11.10.1 The College is committed to providing employees with a humane and supportive workplace. Issues surrounding workloads will be dealt with by the College in that spirit.
- 11.10.2 **Except in extraordinary circumstances, employees' normal work loads will not be increased as a result of vacant positions or the absence of other employees due to illness, vacation or leaves of absence.**
- 11.10.3 **When employees are absent from work, other employees may be required to carry out some of their duties. If this happens, priorities will be established to accommodate the work to be performed and the employees' regular work will be rescheduled.**
- 11.10.4 Any employee or group of employees who have a concern about workload may consult with their immediate supervisor or

**appropriate** Administrator to review priorities and explore other strategies to resolve the workload problem.

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

11.10.6 If the concern is not resolved, the employees may refer the issue to the Director of Employee Relations or delegate **and the Union Representative** who will investigate the matter and recommend solutions.

11.10.7 Article 11.10 is not intended to replace Article 12.4, Acting in Senior Capacity.

### **11.11 Transportation**

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

### **11.12 Use of Vehicles**

11.12.1 Employees who use their own vehicles for College business may recover all expenses through a mileage rate **as determined by College policy** subject to review every April 1st. **The minimum Mileage rate will be \$0.30 per Kilometer.**

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

11.12.3 Employees who use their own vehicles in the regular performance of their duties will be reimbursed by the College for the

difference in the cost of insurance between "business" and "to and from work" categories as defined by ICBC.

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

**11.13 Contacting Employees on Leave**

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

**11.14 Recovery of Overpayments**

11.14.1 It is the intention of the College to recover overpaid wages occurring due to clerical error using the procedure contained in Article 11.14.

11.14.2 When an obvious overpayment has occurred, the College may correct it within one month of its occurrence, without need for consultation with the affected employees or the Union.

11.14.3 If an overpayment occurred which was not corrected within one month of its occurrence, the College will notify the affected employees and the Union in writing, specifying:

- (c) the amount of overpayment claimed;
- (d) a general description of the situation which gave rise to the claimed overpayment;
- (e) a detailed calculation of the claimed overpayment;
- (f) the intended schedule of recovery;
- (g) the employees' right to consult with the Union regarding this matter.

- 11.14.4 If the employees or the Union dispute either the intended recovery or the calculation provided, the matter will be discussed informally with the **Manager of Labour Relations** and the **Payroll Manager** and an effort made to reconcile the calculation and to accommodate the employees regarding the schedule of recovery. If alternate arrangements are agreed, they will be confirmed in writing to all concerned.
- 11.14.5 If agreement cannot be reached informally, the matter will be dealt with through the Grievance Procedure (Article 9.0) commencing at Step 3. Recovery will not proceed until the grievance is resolved.
- 11.14.6 If the employees leave the employment of the College before recovery is accomplished, complete recovery will form part of the normal end-of-employment reconciliation practices.
- 11.14.7 **The College may only recover overpayments when they are discovered within one year of their occurrence.**
- 11.14.8 **If employees notify the Payroll Manager in writing with a copy to the Union and the Employee Relations Department that they believe they have been overpaid and the College takes no action to recover the overpayment within 4 weeks of the written notification, it cannot attempt to do so later.**
- 11.14.9 Article 11.14 does not apply to normal reconciliation at the end of employment for vacation, gratuity leave and other entitlements where reconciliation is clearly specified in the Agreement, or to garnishees or other court-ordered claims initiated by a third party.

**11.15 Recovery of Underpayments**

- 11.15.1 **Subject to Clause 11.15.8, employees who believe they have been underpaid may recover the underpayment according to the terms of this Article 11.15.**

- 11.15.2 **Employees who believe they have been underpaid will notify the Employee Relations Department and the Union in writing.**
- 11.15.3 **The College will investigate the complaint and reply in writing to the employee and the Union within 4 weeks.**
- 11.15.4 **If an underpayment is discovered, it will be repaid within 4 weeks.**
- 11.15.5 **If the College claims there was no underpayment and the employees or the Union dispute this, the matter will be discussed informally with the Manager of Labour Relations.**
- 11.15.6 **If agreement cannot be reached informally, the matter will be dealt with through the Grievance Procedure (Article 9.0) commencing at Step 3.**
- 11.15.7 **Employees may only recover underpayments within one year of their occurrence.**
- 11.15.8 **Employees may choose to recover underpayments through the Grievance Procedure (Article 9.0) rather than through the procedure contained in Article 11.15.**

**11.16 Permanent Part-Time Employees Preference for Hours**

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

**11.17 Scheduling of Additional Work for Cafeteria Employees**

- 11.17.1 The scheduling of available **casual** cafeteria work must take into consideration in the scheduling the needs of the department, the commitment of the College and the desires of the employees.
- 11.17.2 Available **casual** cafeteria work falls into one of two general categories:
- (a) Scheduled work is blocks of **casual** work known in advance due to illness, scheduling of holidays, etc. which can be posted no later than the Thursday prior to the week in which the work is scheduled.
  - (b) Unscheduled work is all other work, incapable of advance scheduling.
- 11.17.3 Scheduled work will be assigned as follows:
- (h) Scheduled work will first be made available to qualified permanent part-time cafeteria employees in order of seniority.
  - (i) Any remaining scheduled work will be made available to qualified temporary **and casual** cafeteria employees on the basis of longest service with the College.
- 11.17.4 Available unscheduled work will be assigned as follows:
- (j) **Unscheduled work will first be made available to qualified permanent part-time cafeteria employees in order of seniority, provided this does not conflict with their regular schedules.**
  - (k) **Any remaining unscheduled work will be made available to qualified temporary and casual cafeteria employees on**



**the basis of longest service with the College, provided this does not conflict with their regular schedules.**

- (l) In order to maintain a sufficient pool of employees, the College will assign to the available temporary **or casual** cafeteria employees with the longest service at least 20 hours of work before assigning work to the available temporary or casual employees with the next longest service.

11.17.5 All unscheduled work will be made available to temporary and casual cafeteria employees on the basis of longest service with the College provided:

- (m) Employees are qualified to perform the work.
- (n) Employees are available and can be contacted in advance of the commencement of the work.
- (o) The scheduling of this work will not result in departmental overtime being incurred.

11.17.6 Employees must keep the College informed about limitations on their availability.

11.17.7 Article 11.17 is not intended to replace Article 3.0, Filling Vacancies, or Article 12.4, Acting in Senior Capacity.

## **11.18 Scheduling of Work for Casual Receivers**

11.18.1 **The scheduling of available casual receiving work must take into consideration in the scheduling the needs of the**

department, the commitment of the College and the desires of the employees.

11.18.2 Scheduled blocks of work and unscheduled work will be assigned to qualified casual employees on the basis of longest service with the College provided:

(p) Employees are qualified to perform the work.

(q) Employees are available and can be contacted in advance of the commencement of the work.

(c) The scheduling of this work will not result in departmental overtime being incurred.

11.18.3 Employees must keep the College informed about limitations on their availability.

11.18.4 Article 11.18 is not intended to replace Article 3.0, Filling Vacancies, or Article 12.4, Acting in Senior Capacity.

## **12.0 WAGES AND PREMIUMS**

### **12.1 Salary Schedule**

12.1.1 The salary schedule in Schedule A will apply during the term of this Agreement.

12.1.2 Any increases to rates in Schedule A which occur due to the Position Evaluation process, Article 10.0, will become effective immediately, without prejudice to the Union's right to appeal the rates.

12.1.3 If the College creates new categories, it will discuss the rate with the Union.

- 12.1.4 In the event the College and the Union cannot agree, the matter of the rate will be referred to a single arbitrator as provided in Article 10.0, Position Evaluation.
- 12.1.5 Pending resolution of disputes concerning new categories, the Director of Employee Relations will establish a rate of pay.
- 12.1.6 In cases referred to in Clause 12.1.5, the job posting will contain the note "Salary Under Review" and any salary adjustment will be effective the date of appointment.
- 12.1.7 The salary schedule is based on a 35 hour week with hours of work **commencing later than 6:00 AM and ending earlier than 7:00 PM.**
- 12.1.8 Employees who regularly work 40 hours will receive 4 Pay Grades above the salary shown in Schedule A.

## **12.2 In-Hiring Rates of Pay**

- 12.2.1 The in-hiring rates of pay upon original employment may, at the sole discretion of the College, be any Step in the salary schedule for the category up to and including Step 3.
- 12.2.2 Article 12.2 does not apply to former employees of the College who are rehired within 15 months of termination of service (see Article 21.2, Reappointment).

## **12.3 Increments**

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

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

#### **12.4 Acting in Senior Capacity**

- 12.4.1 When employees are authorized in writing by their Department Head or delegate to replace other employees temporarily in superior positions for any consecutive period of one-half day or more, they will receive the greater of:
- (r) the rate of pay that is equal to 2 steps higher than the rate they were at in their previous positions provided that this rate is not higher than the maximum rate for the acting positions; or
  - (s) the minimum of the new scale.
- 12.4.2 When employees are required to replace the incumbents of any superior positions outside the bargaining unit, they will receive the greater of:
- (t) a rate of pay that is 15% higher than the rate they were at in their previous positions, provided that this rate is not higher than the maximum rate for the acting positions; or
  - (u) the minimum rate for the positions.

- 12.4.3 When acting in positions outside the bargaining unit employees will continue to be subject to all of the provisions of the Agreement.
- 12.4.4 Acting capacity is intended to cover periods up to 30 consecutive working days.
- 12.4.5 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.
- 12.4.6 Seniority will be applied in determining preference for acting in senior capacity.
- 12.4.7 Individual departments of the College will post, for the information of employees, notices of acting in senior capacity in the department concerned.

**12.5 Second Language and Sign Language Premium**

- 12.5.1 When fluency in a second language or sign language is a specified requirement for particular positions in addition to the basic functions, employees will receive a premium of 5% of their normal rate of pay.
- 12.5.2 A second language or sign language is understood to be required where:
- (a) it is a posted requirement for new or vacant positions; or
  - (b) it is applied to particular positions or employees by the College with the agreement of the Union.
- 12.5.3 The premium will not apply when the second language or sign language requirement represents the primary responsibilities of positions and is identified and compensated.
- 12.5.4 **When fluency in a second language or sign language is not a specified requirement for particular positions, supervisors**

may request employees to use their second or sign language to facilitate communications with students or the public. Employees who agree to use their second language or sign language will receive a premium of 5% of their normal rate of pay for each day they agree to use their language.

## **12.6 Bank Deposit**

12.6.1 The College will pay all employees by direct deposit to employees' bank accounts.

12.6.2 The College will indemnify employees for any charges resulting from pay not being deposited in employees' bank accounts on pay day.

12.6.3 Upon request, the College will immediately issue manual cheques to employees if their pay is not deposited in their bank accounts on pay day.

## **13.0 EMPLOYEE BENEFITS**

### **13.1 Annual Vacation**

13.1.1 Annual vacation is granted for service during the calendar year from January 1 to December 31 and is to be taken in the year in which it is earned unless otherwise provided in Article 13.1 or mutually agreed upon.

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

(v) Vacation in a department or area will be scheduled by seniority if employees have submitted vacation requests

**by March 31. Requests submitted after March 31 will be granted on a first come, first served basis.**

**(w) Employees have the right to schedule their entire annual vacation in one block if they choose and if it can be reasonably accommodated.**

**(c) Employees who accept appointment to a posted vacancy who have vacation scheduled will be allowed to take their vacation if possible. If it is not possible, the College will make every reasonable effort to accommodate alternate vacation requests.**

**13.1.3 Approval of all vacation schedules is the responsibility of the Department Head or **supervisor** and will not be unreasonably denied.**

**13.1.4 Employees may reschedule approved vacations subject to the provisions of Clause 13.1.2.**

**13.1.5 Once vacation schedules have been approved, the College must receive the agreement of employees involved to change the schedules, except in the case of emergencies. In these cases, the College will make every reasonable attempt to provide the required service by alternative means.**

**13.1.6 Once employees have commenced vacation, the College must receive the agreement of employees if it wishes them to return early.**

**13.1.7 If employees agree to a College request to reschedule vacations or the College makes an emergency change, the College will make every reasonable attempt to allow the employees to reschedule their vacation to a time of their choosing.**

**13.1.8 The College will reimburse employees for any actual expenses resulting from the rescheduling or emergency**

**cancellation provided the expenses are disclosed at the time employees are requested to reschedule.**

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

- (☞)** less than one year service - 84 working hours, prorated;
- (☞)** one to 5 years' service - 119 working hours;
- (☞)** 6 to 10 years' service - 154 working hours;
- (☞)** 11 to 19 years' service - 189 working hours;
- (☞)** 20 or more years' service - 224 working hours.

**A table explaining vacation entitlement is enclosed as Schedule D.**

**13.1.10 Employees with 5 or less years' service may carry over up to 35 working hours of vacation each year to a maximum carry over of 140 hours.**

**13.1.11 Employees with 6 or more years' service may carry over up to 70 working hours of vacation each year to a maximum carry over of 140 hours.**

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

**13.1.13 If employees attempt to schedule any vacation, including carry over, and their requests are not approved by the College, the vacation may be carried over beyond the carry over limits in Clauses 13.1.10, 11 and 12.**

**13.1.14 The vacation entitlements in Article 13.1 are based on one day equaling 7 hours.**



- 13.1.15 **Employees who regularly work a 40 hour week will have their entitlements and carry over increased proportionately. For example, for these employees 84 hours will equal 96 hours, 119 hours will equal 136 hours, etc.**
- 13.1.16 **Vacation entitlement for part-time employees will be pro-rated based on the percentage of regular full-time hours they work.**
- 13.1.17 **Term employees will be compensated for vacation as described in Clause 2.4.7.**
- 13.1.18 **Temporary employees will be compensated for vacation as described in Clauses 2.5.9 and 10.**
- 13.1.19 **Casual employees will be compensated for vacation as described in Clause 2.6.5.**
- 13.1.20 **When employees use vacation, the number of working hours absent will be subtracted from the vacation entitlement. For example, employees working a 35 hour week will have 7 hours subtracted for each day of vacation, employees working a nine day fortnight will have 7-3/4 hours subtracted, and employees working a 40 hour week will have 8 hours subtracted.**
- 13.1.21 **Employees who commence employment from the 1st to the 15th of the month will receive full vacation credit for that month.**
- 13.1.22 **Employees who commence employment from the 16th to the end of the month will not receive any vacation credit for that month.**
- 13.1.23 **Employees who terminate employment from the 1st to the 15th of the month will not receive any vacation credit for that month.**
- 13.1.24 **Employees who terminate employment from the 16th to the end of the month will receive full vacation credit for that month.**

13.1.25 Employees who are on leave of absence without pay for any reason in a calendar month will receive full vacation credit for that month if the leave is up to 15 calendar days and will receive no vacation credit for that month if the leave is 15 calendar days or more, **except as provided in other Clauses of this Agreement.**

**13.2 General Holidays**

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

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

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

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

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

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

(☞) Thanksgiving Day	Monday October 9, 1995
(☞) Remembrance Day	Monday, November 13, 1995
(☞) Christmas Day	Monday, December 25, 1995
(☞) Boxing Day	Tuesday, December 26, 1995
(☞) New Year's Day	Monday, January 1, 1996
(☞) Good Friday	Friday, April 5, 1996
(☞) Easter Monday	Monday, April 8, 1996
(☞) Victoria Day	Monday, May 20, 1996
(☞) Canada Day	Monday July 1, 1996
(☞) BC Day	Monday, August 5, 1996
(☞) Labour Day	Monday, September 2, 1996
(☞) Thanksgiving Day	Monday October 7, 1996
(☞) Remembrance Day	Monday, November 11, 1996
(☞) Christmas Day	Wednesday, December 25, 1996
(☞) Boxing Day	Thursday, December 26, 1996
(☞) New Year's Day	Wednesday, January 1, 1997
(☞) Good Friday	Friday, March 28, 1997
(☞) Easter Monday	Monday, March 31, 1997
(☞) Victoria Day	Monday, May 19, 1997
(☞) Canada Day	Tuesday July 1, 1997
(☞) BC Day	Monday, August 4, 1997
(☞) Labour Day	Monday, September 1, 1997

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

13.2.6 **Casual employees will receive 4.6% of basic earnings in lieu of General Holidays and the Christmas Break (see Article 13.3).**

13.2.7 Employees authorized to work on General Holidays will receive double their regular hourly rate of pay in addition to their regular pay.

**13.3 Christmas Break**

- 13.3.1 All working days between Christmas and New Year's Day, exclusive of General Holidays, will be considered as days of leave with full pay
- 13.3.2 The last working day prior to Christmas will be considered a day of leave with pay
- 13.3.3 **For the term of this Agreement, the Christmas Break from the date of ratification will be observed on the following dates:**

<b>1995</b>	<b>Friday, December 22 - Friday, December 29</b>
<b>1996</b>	<b>Tuesday, December 24 - Tuesday, December 31</b>

- 13.3.4 **Temporary employees qualify for the Christmas Break if it falls within their term of appointment.**
- 13.3.5 **Casual employees will receive 4.6% of basic earnings in lieu of General Holidays (see Article 13.2) and the Christmas Break.**
- 13.3.6 If employees are **required to work to provide** continued operation of the College during the Christmas Break, the College will designate the necessary employees at least one month in advance.
- 13.3.7 Employees required to work during the Christmas Break will receive an equivalent number of hours off with pay in the following calendar year. **This time off will be taken at a time mutually agreed upon by the employees and their supervisor.**
- 13.3.8 **Employees required to work during the Christmas Break will be covered by the meal allowance provisions of Article 11.7 (Overtime Meal Period and Allowance) for each meal period.**

**13.4 Sick Leave**

- 13.4.1 **Temporary and casual employees who have elected benefit coverage and permanent employees are eligible for Sick Leave benefits contained in Article 13.4.**
- 13.4.2 Prior to completing 6 months' service, probationary employees may be advanced up to 70 hours of Sick Leave. If they cease employment before completing 6 months' service, the advance will be deducted from their final pay cheques.
- 13.4.3 **Upon achieving permanent status, employees who are not already on benefits will receive 70 hours of Sick Leave credits, less any sick time used.**
- 13.4.4 **Eligible employees will receive 11.67 hours Sick Leave credit for each month of service or portion of a month greater than one-half.**
- 13.4.5 Employees who are on leave of absence without pay will accumulate full Sick Leave credits if the leave is for less than 15 calendar days in a calendar month.
- 13.4.6 Employees who are on leave of absence without pay will accumulate no Sick Leave credits if the leave is for 15 calendar days or more in a calendar month.
- 13.4.7 When employees are not on duty, they will accumulate Sick Leave credits only if the absence is with pay, **except as provided in other Clauses of this Agreement.**
- 13.4.8 The maximum accumulation of Sick Leave Credits is 1827 hours.
- 13.4.9 **Part-time employees will accumulate Sick Leave credits pro-rated based on the percentage of regular full-time hours they work.**
- 13.4.10 **Employees who regularly work a 40 hour week will receive 80 hours of Sick Leave credits after the completion of 6 months'**

**service and 13.33 hours for each additional month, or portion of a month greater than one-half. Their maximum accumulation is 2088 hours.**

- 13.4.11 When employees are absent because of illness, no deduction from pay will be made until the expiry of accumulated Sick Leave credits, **subject to Clause 13.4.2.**
- 13.4.12 **All hours absent due to illness will be deducted from employees' accumulated Sick Leave credits. Occasional absences of less than 2 hours due to illness will not be deducted from Sick Leave credits.**
- 13.4.13 In cases of proven illness during vacation periods, employees are entitled to apply for Sick Leave and reschedule their vacation.
- 13.4.14 Employees will be advised of any claim against Sick Leave at the time of deduction and will receive, on **a quarterly** basis, a written statement of their Sick Leave credits on the date the statement was prepared.
- 13.4.15 Employees absent because of illness may be required, upon being given advance notice, to produce a certificate from a qualified medical practitioner, or recognized equivalent **licensed to practice**, certifying that they are unable to carry out their duties due to illness.
- 13.4.16 Medical certificates will normally be requested only after **5 days** of absence, except where it appears that a pattern of constant or frequent absences from work is developing.
- 13.4.17 **Employees absent due to illness or injury must advise their immediate supervisor or delegate of their absence as soon as possible and, if possible, before the start of their scheduled**

**shift. They must also provide the best estimate possible of the expected date of their return to work.**

- 13.4.18 If employees are absent due to illness for 10 consecutive working days or more they may be required to provide a medical note to the College from a qualified medical practitioner, or recognized equivalent **licensed to practice**, indicating a prognosis for a return to duty.
- 13.4.19 If employees are absent due to illness for more than 1 month, they may be required to provide a medical note confirming their fitness to resume their normal duties from a qualified medical practitioner, or recognized equivalent **licensed to practice**.
- 13.4.20 In keeping with the provisions of the disability contracts with the insuring company, any amount of Sick Leave benefits paid according to this Article which are later recovered under a motor vehicle insurance contract will be repaid directly to the College by the motor vehicle insurance company **or the employee**. The College will credit employees with the corresponding amount of Sick Leave.
- 13.4.21 When the College requires a medical note as provided for in Clauses 13.4.18 or 19, the cost of the certificate will be reimbursed by the College.
- 13.4.22 **Sick Leave will be used for legitimate illness. If the College has reason to believe that Sick Leave is being improperly used, the Manager of Labour Relations may discuss the concerns with the Union Staff Representative. If the discussions do not resolve the concern, the Parties will meet to identify and mutually agree upon a way to resolve the concern.**

- 13.4.23 Employees will attempt to schedule medical and dental appointments outside of normal working hours. If this is not possible, they are entitled to up to 2 hours leave with pay for each medical and dental appointment for themselves or their children up to a maximum of 4 times each year.
- 13.4.24 Except as provided in Clause 13.4.25, any medical or dental appointments in excess of the 4 allowed in Clause 13.4.23 will be charged against accumulated Sick Leave credits or, if the employees choose, against any accumulated time off.
- 13.4.25 Upon submission of proof that appointments cannot be scheduled outside of normal working hours, the maximum of 4 appointments in Clause 13.4.23 will not apply to employees who:
- (a) are pregnant and their doctors require them to attend medical appointments more often;
  - (b) have been diagnosed with an illness that requires them to attend medical appointments more often;
  - (c) are undergoing dental work which has been approved in advance by a dental insurance company and which requires them to attend dental appointments more often.
- 13.4.26 Salary for time lost due to compulsory quarantine will be paid to permanent employees when certified by the College Medical Officer and is not chargeable against Sick Leave.

### **13.5 Workers' Compensation Benefits**

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



**13.6 Gratuity Plan**

- 13.6.1 **Temporary and casual employees who have elected benefit coverage and permanent employees are eligible to participate in the Gratuity Plan described in Article 13.6.**
- 13.6.2 Gratuity credits are based on the calendar year which is divided into quarters:  
(☞) January 1 to March 31;  
(☞) April 1 to June 30;  
(☞) July 1 to September 30;  
(☞) October 1 to December 31.
- 13.6.3 **Employees earn 7 hours of Gratuity credit for each quarter in Clause 13.6.2.**
- 13.6.4 **The Gratuity credit referred to in Clause 13.6.3 is reduced by an hour for every hour that employees are absent due to illness.**
- 13.6.5 **Accumulated Gratuity credits will not be reduced due to illness in any future quarter.**
- 13.6.6 Employees may accumulate a maximum of 840 hours of Gratuity credits.
- 13.6.7 **Employees who regularly work a 40 hour week accumulate 8 hours of Gratuity credit for each quarter referred to in Clause 13.6.2 and their maximum accumulation is 960 hours.**
- 13.6.8 **Gratuity credits will be prorated for part-time employees.**
- 13.6.9 “Illness” in Article 13.6 means non-occupational sickness and injury.

- 13.6.10 Employees may be paid for accumulated Gratuity credits as follows:
- (a) upon retirement on or after reaching the minimum retirement age; or
  - (a) upon retirement with a permanent disability; or
  - (c) upon termination of employment; or**
  - (d) upon receipt of benefits under the Long Term Disability Plan; or
  - (e) upon request after the completion of 1 year of service, effective October 1, 1995; or**
  - (f) in the event of the death of employees, after the completion of 1 or more years of service, to their designated beneficiary or estate.
- 13.6.11 Employees may use their accumulated Gratuity credits as paid leave, subject to the following:
- (a) The minimum leave is **one hour** and the maximum 140 hours, **pro-rated for employees who regularly work a 40 hour week.**
  - (b) Leaves are subject to the approval of the Department Head **or supervisor** and will be taken during a period that will not affect the efficient operation of the department.
  - (c) Without limiting the right to apply for leave as provided above, up to 70 hours Gratuity leave may be taken in connection with the beginning of **Maternity, Parental or Adoption Leave** provided the Gratuity leave is requested when applying for the leave.

## **13.7 Municipal Pension Plan**

- 13.7.1 Except as provided in other Articles of this Agreement, **temporary employees after completion of one year of continuous full-**

**time service and** permanent employees will contribute to the Municipal Pension Plan.

- 13.7.2 **Part-time temporary employees and casual employees may elect to contribute if they have completed 2 years of continuous employment and have earnings of not less than 35% of the Year's Maximum Pensionable Earnings of the Canada Pension Plan in each of 2 consecutive calendar years.**
- 13.7.3 **Employees who are plan members and whose employment status is changed must continue to contribute to the plan.**
- 13.7.4 The College contribution will be paid only when employees are in receipt of pay, **except as provided in other Clauses of this Agreement.**
- 13.7.5 Details are given in a booklet which may be obtained from the Employee Relations Department.
- 13.7.6 **If the Pension (Municipal) Act is amended and provides for different pension coverage than that contained in Article 13.7, the provisions of the Act will apply.**

### **13.8 Deferred Savings**

- 13.8.1 **The College will contribute an amount equal to 2% of the salaries of temporary and casual employees who have elected benefit coverage and permanent employees to a deferred savings plan.**
- 13.8.2 The employees will contribute an amount equal to 1-1/2% of their salaries.
- 13.8.3 The contributions are deposited in a trust fund for the benefit of the employees, and can be withdrawn by employees in accordance with the contract covering the trust fund with the trust company.

- 13.8.4 **If accepted by the trust company, employees may arrange withdrawals directly.**
- 13.8.5 The College will deposit the contributions biweekly within 5 working days of the actual pay day. Unintentional failure to comply with this will not result in a claim for lost interest.

**13.9 Medical Services Plan**

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

**13.10 Extended Health Benefits Plan**

- 13.10.1 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.
- 13.10.2 **Benefits are payable at the rate of 80% 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.**
- 13.10.3 The Extended Health Benefit Plan will include, among other benefits:

- (a) Optical care insurance to a maximum of \$150.00 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 \$500.00;
- (e) Lifetime maximum amount of benefits payable of \$1,000,000.00 per person insured.**

### **13.11 Dental Plan**

- 13.11.1 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;
  - (b) Prosthetics, Crowns and Bridges (Plan B), paying for 50% of the approved schedule of fees.
  - (c) Orthodontics (Plan C) paying for 50% of the approved schedule of fees up to a lifetime maximum of \$1850 for each person insured.
- 13.11.2 The College will contribute 100% of the monthly premium.
- 13.11.3 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.

**13.12 Unemployment Insurance**

- 13.12.1 Employees will be covered for Unemployment Insurance according to the Unemployment Insurance Act and associated regulations.
- 13.12.2 The employees' share of the Unemployment Insurance premium rebate will be used to subsidize the premium costs of Short Term Disability, Article 13.15.

**13.13 Group Life Insurance**

- 13.13.1 All temporary and casual employees who have elected benefit coverage and permanent employees will participate in the Group Life Insurance Plan.
- 13.13.2 Employees will receive insurance coverage according to the terms of the contract with the insuring company on the following general basis:
  - (☞) Employees with dependents: 3 X annual salary;
  - (☞) Employees without dependents: 1/2 X annual salary.
- 13.13.3 All coverage amounts are calculated to the next higher \$1,000.
- 13.13.4 The College will contribute 100% of the monthly premium.
- 13.13.5 Employees who retire at age 55 or over and who receive a pension under the provisions of the Pension (Municipal) Act will receive group insurance coverage in an amount equal to the lesser of \$10,000 or the coverage in effect immediately preceding retirement. This coverage will continue for a period of 5 years from the date of retirement with the College paying the premium cost.

**13.14 Voluntary Life Insurance Coverage**

- 13.14.1 Employees who are participating in the Group Life Insurance plan may apply for additional group life insurance coverage for themselves and/or their spouses.
- 13.14.2 Insurance is available in increments of \$10,000 to a maximum of \$250,000, according to the terms of the contract with the insuring company.
- 13.14.3 Employees will pay the necessary premiums by payroll deductions.

**13.15 Short Term and Long Term Disability**

- 13.15.1 **Temporary and casual employees who have elected benefit coverage and permanent employees will participate in the Short Term and Long Term Disability Plans.**
- 13.15.2 Employees will pay the premium costs by payroll deductions.
- 13.15.3 **Current Income Tax regulations state that when premiums are entirely employee paid, any disability benefits received by employees are non-taxable.**
- 13.15.4 Short Term Disability coverage is provided according to the terms of the contract with the insuring company on the following general basis:
  - (a) Employees will receive 65% of their weekly salaries to a maximum of \$500 per week;
  - (b) The maximum length of benefits is 52 weeks.
  - (c) Benefits start at the end of paid Sick Leave if the absence exceeds 10 consecutive working days.

- 13.15.5 Long Term Disability coverage is provided according to the terms of the contract with the insuring company on the following general basis:
- (a) Employees will receive 65% of their monthly salaries to a maximum of \$1720 per month;
  - (b) Benefits are payable until retirement or as stated in the insurance contract.
  - (c) Benefits start at the end of Short Term Disability coverage.
- 13.15.6 If the Union wishes to increase the level of coverage for Short Term or Long Term Disability, it will do so through the College Benefits Committee.
- 13.15.7 **While the premiums are entirely employee paid, the College will not make any changes to the Short Term or Long Term Disability Plans without the approval of the Union.**
- 13.15.8 **Any medical information required by the insurance company may be sent by employees directly to the company.**
- 13.15.9 **Any amount of Short or Long Term Disability benefits paid according to this Article which are later recovered under a motor vehicle insurance contract will be repaid to the disability insurance company.**
- 13.16 Group RRSP**
- 13.16.1 Employees may authorize the College to deduct a specified amount from their wages each month to be deposited in individual RRSP accounts with a single designated trust company.
- 13.16.2 Tax deductions at source will be adjusted to accommodate the deductions.
- 13.16.3 In authorizing these deductions, employees free the College of any responsibility for the funds following their deposit with the trust company.



- 13.16.4 The College will deposit the amounts deducted with the trust company by the tenth of the month following.
- 13.16.5 It is the responsibility of the employees to direct the trust company with respect to the investment of the funds.

**13.17 Group of Coverage**

- 13.17.1 For purposes of the benefit plans, the total group covered by the plan will, where advantageous, be a coalition of members of the Vancouver Community College Faculty Association; CUPE Local 15; the BC Nurses' Union and Administrators and other College related groups, **which may include employees of Langara College.**
- 13.17.2 Under this coalition, determination of percentage of group participation will be a deployment or interpretation of the group or sub-group composition for the best advantage of the greatest numbers.

**13.18 Benefit Information**

- 13.18.1 For more information in addition to the details on Employee Benefits generally described in this Agreement, employees are directed to "You and Vancouver Community College - Employee Benefits", which the College will provide to all eligible employees.
- 13.18.2 The College will ensure that a copy of all benefit insurance contracts applicable to the employees are available for their review at each work site.
- 13.18.3 Upon request, a copy of any **applicable** benefit insurance contract will be supplied to employees.
- 13.18.4 **Employees who elect not to participate in College benefit plans because they have coverage elsewhere, will be able to**

participate if their other coverage ends in accordance with the terms of the policies.

- 13.18.5 The College will notify the appropriate insurance companies or agencies upon the death of employees.

**13.19 Continuation of Insurance Benefits**

- 13.19.1 The College will make premium contributions for medical, extended health and group life insurance for employees who are receiving Short Term Disability benefits.

- 13.19.2 Upon approval of leaves of absence without pay, employees may immediately exercise an option for continuation of medical, dental, life insurance and pension benefits as allowable by paying the full monthly premiums.

- 13.19.3 When employees who are on leave receive any earnings in a given calendar month, the College will make its premium contribution for medical, extended health, dental, life insurance and pension benefits as allowable.

- 13.19.4 The College supports the principle of coverage and normal premium payment for health and welfare benefits and pension, if available, while employees are temporarily working for the College outside the bargaining unit. Specific application of this will be determined on a case by case basis.

- 13.19.5 Laid off employees who are on the recall list may elect to continue coverage for
- (☑) Medical Services Plan (Clause 13.9),
  - (☑) Extended Health Benefits Plan (Clause 13.10), and
  - (☑) Dental Plan (Clause 13.11)
- provided they pay the full costs of the premiums in advance on a monthly basis according to the terms of the policies.

- 13.19.6 Employees who are suspended without pay may immediately exercise an option for continuation of medical, dental, life

insurance and pension benefits as allowable by paying the full premiums on a monthly basis for any period of suspension greater than 15 calendar days.

**13.20 Death Benefit**

13.20.1 In the event of the death of employees with at least one year of service, the College shall pay to the spouse, or the estate, of the deceased employee one month's salary.

13.20.2 This payment is in addition to any amount owing to deceased employees related to employment at the College.

**13.21 Changes to Insured Benefits**

The College will not reduce the benefit entitlements of any of the insured benefit plans without the approval of the Union.

**14.0 RETIREMENT**

**14.1 Retirement Age**

14.1.1 The College will require employees to retire by the end of the month in which their 65th birthday occurs.

14.1.2 Employees may be employed beyond retirement age according to College policy.

**14.2 Vacation in Year of Retirement**

Employees who retire on pension from the College will receive their full Annual Vacation entitlement (Article 13.1) for the year of retirement.

**14.3 Early Retirement Incentive**

- 14.3.1 The College may offer employees an Early Retirement Incentive as described below, provided:
- (a) they are age 55 or over;
  - (b) they have a minimum of 10 years' contributory service under the Municipal Pension Plan;
  - (c) they are permanent employees at the time of early retirement;
  - (d) they are on the maximum step of the salary scale.
- 14.3.2 The College will advise the Union of any offer of Early Retirement Incentive made to employees, and will advise employees of their right to consult with the Union.
- 14.3.3 Employees have the right to accept or decline an Early Retirement Incentive offer made by the College within 30 days of the offer being made unless that period is extended by mutual agreement.
- 14.3.4 **If employees accept an Early Retirement Incentive offer, they will resign for the purpose of retirement.** Their retirement dates will be mutually agreed upon between the employees and the College.
- 14.3.5 **Agreement will be in writing and will specify the early retirement date, payment date, specific dollar amount of the incentive and the payment schedule.**
- 14.3.6 **The Incentive will be based on regular salary without premiums at the date of retirement in the following amounts:**

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

14.3.7 “Full years to retirement” in Clause 14.3.6 means full years from the actual date of early retirement to the normal retirement date as defined in the Pension (Municipal) Act.

#### **14.4 Financial Counseling**

14.4.1 Employees may attend a College sponsored pre-retirement planning workshop.

14.4.2 Employees offered an Early Retirement Incentive (Article 14.3) are entitled to receive personal financial counseling conducted by a firm of qualified financial consultants selected by the College. A lifetime total of 3 hours of consultation is available and the fees will be paid by the College.

14.4.3 After obtaining the necessary certificate of entitlement from the Employee Relations Department, employees may schedule these consultations in the manner that is most beneficial or convenient to them.

#### **14.5 Continuation of Benefits**

14.5.1 Early retiring employees receiving a Municipal Pension may obtain basic medical and extended health benefit coverage through the Superannuation Commission when filing a claim for pension.

14.5.2 Appropriate deductions will be made from monthly Pension on a premium shared basis.

14.5.3 Retired employees in receipt of a Pension are not allowed to choose to join these plans at a later date.

14.5.4 Early retiring employees not immediately receiving a Municipal Pension may elect to continue their basic medical, extended health and dental coverage through the College

until they receive a Pension, but not for longer than 5 years following retirement, provided that:

- (a) written notice to continue the benefits is provided to the Employee Relations Department 6 weeks prior to date of early retirement;
- (b) individuals maintain BC residency requirements; and
- (c) individuals prepay all premium costs on a monthly basis.

14.5.5 Employees who receive Extended Health and Dental coverage under Clause 14.5.4 will be under a separate group for retirees at a reduced level and subject to higher premiums according to the terms of the policy.

## **15.0 LEAVES OF ABSENCE**

### **15.1 Leave for Family Illness**

15.1.1 Employees may use up to 5 days per year of their accumulated Sick Leave credits to care for an ill spouse, child, legal ward, brother, sister, parent, guardian, parent-in-law or grandparent. Other relatives are included if living in the employees' households.

15.1.2 The College may require a certificate from a qualified medical practitioner, or recognized equivalent **licensed to practice**, certifying the illness of the family member.

15.1.3 Absence under Article 15.1 will not be considered absence through illness for the purposes of Article 13.6, Gratuity Plan.

### **15.2 Bereavement Leave**

15.2.1 Permanent and temporary employees are entitled to 5 working days of Bereavement Leave without loss of pay in

**the case of the death of their spouse, child, ward, brother, sister, parent, guardian, parent-in-law or grandparent. Other relatives are included if living in the employees' households.**

**15.2.2 If employees require Bereavement Leave they will notify their immediate supervisor.**

15.2.3 In the case of the death of, or funeral arrangements for another relative, Bereavement Leave with pay may be granted, with the verbal approval of the immediate supervisor. This Leave will not be unreasonably denied.

15.2.4 Employees who require Bereavement Leave will be granted the Leave when on annual vacation as verified by the Department Head or immediate supervisor.

15.2.5 Employees who are absent on Sick Leave with or without pay or who are absent on Workers' Compensation are not entitled to Bereavement Leave.

15.2.6 Employees are entitled to funeral leave of up to one-half day, without loss of pay, to attend a funeral. This leave is not in addition to Bereavement Leave as contained in Clauses 15.2.1, 3 and 4.

15.2.7 If employees are required to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia, or where the particular circumstances justify, funeral leave of one day is allowed. This leave is not in addition to Bereavement Leave as contained in Clauses 15.2.1, 3 and 4.

### **15.3 Leave for Personal Reasons**

15.3.1 Leaves of absence for reasons other than those stated elsewhere in this Agreement are considered Leave for Personal Reasons and will be without pay unless otherwise authorized. **These leaves will not be unreasonably denied.**

- 15.3.2 Employees may request that Leave for Personal Reasons be with pay for circumstances not specifically or fully covered elsewhere in this Agreement.
- 15.3.3 Applications for Leave should be made in writing to the **supervisor** and must be approved by the **appropriate administrator**.
- 15.3.4 If the duration of the requested Leave would require a replacement, application for Leave wherever possible must be made a minimum of 4 weeks prior to the starting date.
- 15.3.5 If an application for Leave without pay is denied, the College will provide the applicant, upon request, with the reasons for the denial in writing.
- 15.3.6 **Taking Leave for Personal Reasons may have an effect on employees' Seniority (Article 6.1), Increment dates (Article 12.3), Vacation entitlement (Article 13.1) and Sick Leave accumulation (Article 13.4).**
- 15.3.7 **If employees are granted leave to temporarily fill positions outside of the bargaining unit, the College will advise the Union in writing.**

**15.4 Jury Duty and Court Appearance**

- 15.4.1 Employees are entitled to leave without loss of pay if:
- (e) summoned to serve on a jury;
  - (f) subpoenaed as a witness in any court or tribunal, subject to Clause 15.4.2;**
  - (g) appearing as a defendant in a criminal or traffic case, if acquitted.
- 15.4.2 **Clause 15.4.1(b) does not apply to:**



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

- 15.4.3 Employees must produce a summons or subpoena or other evidence to show it is necessary for them to attend.
- 15.4.4 Employees will provide a statement from an official of the court or tribunal of the time taken.
- 15.4.5 **Employees will return any conduct money received to the College. Employees will keep any expense money received.**

## **15.5 Election Leave**

- 15.5.1 Upon written application, employees who are candidates in a Federal, Provincial or Municipal election will be granted leave of absence without pay to campaign for the election.
- 15.5.2 Employees will be entitled to return to their previous positions following the leave.
- 15.5.3 **Employees who are elected to Federal, Provincial or Municipal office will be granted a leave of absence without pay for one term of office.**

## **15.6 Early Return From Leave**

- 15.6.1 **Employees on any leave authorized by this Agreement may return from the leave early provided they give the College two weeks written notice and provided the College has not hired a replacement through the Job Posting provisions in Article 3.1.**

- 15.6.2 Employees who are on leave whose positions have been filled and who wish to return early will be given the right of first refusal for any casual work for which they are qualified. This supersedes the provisions of Clause 3.6.2, Temporary Reappointment Rights.
- 15.6.3 Employees on Sick Leave with or without pay may return to work when they have recovered and have complied with Clauses 13.4.17 or 18.

## **16.0 PARENTING LEAVES**

### **16.1 Benefits for Parenting Leaves**

- 16.1.1 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 13.7, subject to the provisions of the Pension (Municipal) Act and employees continuing to pay their share;
  - (☞) Medical Services Plan, Article 13.9;
  - (☞) Extended Health Benefits Plan, Article 13.10;
  - (☞) Dental Plan, Article 13.11;
  - (☞) Group Life Insurance, Article 13.13.
- 16.1.2 The College will continue to pay it's share of the benefits listed in Clause 16.1.1 to temporary employees who have elected benefit coverage for the lesser of the term of their Leave or the period provided for in the Employment Standards Act. As of October 1, 1994, the Employment Standards Act allowed the following leaves:
- (☞) 18 consecutive weeks of Maternity Leave;
  - (☞) 12 consecutive weeks of Adoption or Parental Leave;
- or

**(☞)** 17 consecutive weeks of Adoption or Parental Leave if the child is at least 6 months of age and it is certified by a medical practitioner or the adoption agency that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

**16.1.3 Employees may elect to continue Short Term and Long Term Disability, Article 13.15, by paying the necessary monthly premiums in advance.**

**16.1.4 Gratuity credits are not earned during these Leaves.**

**16.1.5 Employees who return at the end of these Leaves will return to their previous positions with all increments to wages and benefits to which they would have been entitled had they not been on leave.**

**16.1.6 If the College has suspended or discontinued operations during these Leaves and has not resumed operations on the expiry of the Leaves, employees will be subject to the layoff provisions of this Agreement (Article 17.0).**

**16.1.7 The College will not terminate employees or change a condition of employment because of these Leaves or pregnancy.**

**16.1.8 The burden of proving that the termination of employees or a change in a condition of employment is not because of a these Leaves or pregnancy is on the College.**

**16.1.9 If employees wish to return to work before the scheduled end of Parenting Leaves, the provisions of Article 15.6, Early Return From Leave, will apply.**

**16.2 Maternity Leave**

- 11 Permanent employees will receive up to 52 weeks Maternity Leave without pay. Temporary employees will be entitled to the same Leave except the Leave will not extend beyond the end of their temporary work.
- 12 This Leave may begin 11 weeks before the expected date of birth or at a later date if the employees desire.
- 13 Within the 52 week leave period, weeks 19 through 30 inclusive will be considered parental leave in accordance with the Employment Standards Act.
- 16.2.4 Employees who request less than the 52 week maximum Maternity Leave may extend their Leave up to the maximum provided they notify the College in writing at least 4 weeks before they are scheduled to return to work.
- 16.2.5 Employees will request Maternity Leave in writing and will provide a certificate from their doctor stating the estimated date of birth.
- 16.2.6 Maternity Leave will not end until at least 6 weeks following the date of birth unless employees desire a shorter period. In these cases, employees must provide a certificate from a licensed medical practitioner stating they are able to resume work.
- 16.2.7 If employees give birth before a request for Maternity Leave is made and they request a Leave and provide a certificate from a licensed medical practitioner stating that they have given birth, the College will grant them Maternity Leave as provided for in this Article.
- 16.2.8 If a pregnancy is terminated on a specified date, the College will grant employees leave without pay for a period of up to 6 consecutive weeks or a shorter period if employees request.

In these cases a licensed medical practitioner's certificate will be required confirming the termination date.

- 16.2.9 Employees may be required to begin their maternity leave if they cannot reasonably perform their duties because of the pregnancy. The maternity leave will continue until employees provide a medical certificate from a licensed medical practitioner stating that they are able to perform their duties.
- 16.2.10 Employees will earn Vacation, Sick Leave and Seniority during a Maternity Leave.

### **16.3 Parental Leave**

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

**16.4 Adoption Leave**

16.4.1 If both parents are employees of the College, they may share the entitlements contained in Article 16.4.

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

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

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

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

16.4.6 Employees will earn Seniority during an Adoption Leave.

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

**16.5 Additional Parenting Leave**

16.5.1 Upon request, employees who have completed Maternity, Parental or Adoption Leave are entitled to an additional Leave for Personal Reasons, Article 15.4, of up to one year.

16.5.2 Employees who take this Leave will continue to accumulate seniority during the Leave.

## **17.0 LAYOFF, SEVERANCE PAY AND RECALL**

### **17.1 Layoff**

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

### **17.2 Notice of Layoff**

- 17.2.1 Notice of layoff will be in writing, with a copy to the Union, and will include reasons why the layoff is necessary.

- 17.2.2 The notice of layoff will advise employees of their right to consult with the Union.
- 17.2.3 **When the College presents notice of layoff to employees, the Union will designate an available Shop Steward or other representative to be present.**
- 17.2.4 **The College will make available complete copies of the most recent seniority and length of service lists to laid off employees at the time it issues notice of layoff.**
- 17.2.5 **Employees who receive notice of layoff are entitled to reasonable time off with pay to consult with a Union representative.**
- 17.2.6 **Employees who receive notice of layoff may elect to bump other employees, take severance pay or go on the recall list, as detailed in Articles 17.3, 17.6 and 17.7, and subject to the other provisions of Article 17.0.**
- 17.2.7 If employees do not receive the notice contained in Article 17.2, they will receive pay in lieu of the notice.
- 17.2.8 **Permanent employees with 3 or more years of service will receive 2 months notice of layoff.**
- 17.2.9 **Permanent employees with less than 3 years of service will receive 1 month notice of layoff.**
- 17.2.10 **Notice of layoff for temporary employees will not extend beyond the expiry date of the temporary appointment.**
- 17.2.11 Temporary employees with 6 months to 3 years of continuous service will receive 2 weeks notice of layoff.
- 17.2.12 Temporary employees with 3 years or more of continuous service will receive an additional week's notice for each additional completed year of service to a maximum of 8 weeks notice.



11            **Probationary employees will receive 2 weeks notice of layoff.**

**17.3        Bumping**

17.3.1       Permanent employees who receive notice of layoff have the right to bump other permanent employees with less seniority provided they possess the ability to perform the work currently required of the position.

17.3.2       If no permanent positions are available, permanent employees have the right to displace probationary or temporary employees in that order, provided they possess the ability to perform the work currently required of the position.

17.3.3       Probationary employees who receive notice of layoff have the right to bump other probationary employees with less **seniority**, provided they possess the ability to perform the work currently required of the position.

17.3.4       If no probationary positions are available, probationary employees have the right to bump temporary employees, provided they possess the ability to perform the work currently required of the position.

17.3.5       Temporary employees who receive notice of layoff have the right to bump other temporary employees with less **seniority**, provided they possess the ability to perform the work currently required of the position.

17.3.6       **Employees may bump into positions at the same or lower pay grade provided the conditions in Clauses 17.3.1 through 17.3.5 are met.**

17.3.7       Employees who bump into positions in a lower pay grade will have their higher salary protected and will receive increments and general wage increases as they occur.

- 17.3.8 **Employees who receive salary protection will continue to receive the protection when they are promoted to positions at a higher pay grade than the positions into which they bumped. Salary protection will continue with each promotion until they reach the protected pay grade.**
- 17.3.9 **Employees who were receiving premiums and who bump will not have their premiums protected unless they are required in the new positions.**
- 17.3.10 **Employees who bump into part-time positions will have the salary protection in Clause 17.3.7 but their salaries will be prorated based on the hours of the new positions.**
- 17.3.11 Permanent employees who bump probationary or temporary employees will continue, in all respects, to be permanent employees.
- 17.3.12 Probationary employees who bump probationary or temporary employees will continue, in all respects, to be probationary employees until the satisfactory completion of the normal probationary period calculated from their original start date, when they will become permanent employees (see Article 2.3).
- 17.3.13 **If employees elect to bump, they will identify the positions and notify the College as soon as possible but not later than the mid point of their notice period.**
- 17.3.14 During their notice period, employees may retroactively apply for a posted vacancy which had closed prior to the date they received notice of layoff, provided the position had not been filled.

- 17.3.15 **During their notice period, employees who apply for posted vacancies at the same or lower pay grades will be given the positions if they are the senior applicant and possess the ability to perform the work currently required of the position. If employees are appointed, they will have the salary protection contained in Clauses 17.3.7 and 8.**
- 17.3.16 **The College will keep all bumping discussions confidential until a final decision has been made.**
- 17.3.17 Employees who have been bumped will receive notice of layoff and are entitled to all the rights contained in Article 17.0.

**17.4 Trial/Familiarization Period**

- 17.4.1 Employees who have bumped into other positions will do so initially for a trial/familiarization period of **3 working** months.
- 17.4.2 The 3 month period may be varied in specific instances by mutual agreement of the Union and the College.
- 17.4.3 During the trial/familiarization period, employees' performance will be appraised and, if the period is not satisfactorily completed, or if employees request, Clause 17.2.6 will once again apply.
- 17.4.4 Clause 17.4.3 will not apply if the College can demonstrate that employees have not diligently applied themselves to the best of their ability in the performance of their duties.
- 17.4.5 **Article 17.4 will also apply to employees appointed to other positions as provided for in Clauses 17.3.14 and 15.**

**17.5 Recreated Positions**

- 17.5.1 If an abolished position is recreated or if a position becomes available as a result of Article 17.4, it will be posted.

17.5.2 Permanent employees who have been laid off or bumped from the same category and who apply for the position, will be appointed to the vacant position on the basis of seniority and provided they possess the ability to perform the work currently required of the position.

17.5.3 If the vacant position is not filled in this manner, the normal selection appointment process will be followed.

## **17.6 Severance Pay**

17.6.1 Laid off permanent employees may elect severance pay of:

- (a) Less than 2 years' continuous service as a permanent employee - 1 month's pay;
- (b) 2 years' or more but less than 4 years' continuous service as a permanent employee - 2 months' pay;
- (c) 4 years' or more but less than 6 years' continuous service as a permanent employee - 3 months' pay;
- (d) 6 years' or more but less than 8 years' continuous service as a permanent employee - 4 months' pay;
- (e) 8 years' or more but less than 10 years' continuous service as a permanent employee - 5 months' pay;
- (f) 10 years' or more **but less than 20 years'** continuous service as a permanent employee - 6 months' pay;
- (g) **20 years' or more continuous service as a permanent employee - 7 months' pay.**

17.6.2 **Employees may elect to receive severance pay prior to the end of their notice period or, if they choose to go on the recall list, at the end of the recall period contained in Article 17.7.**

17.6.3 **If employees elect severance pay, they cease to be employees of the College and are no longer covered by this Agreement.**

11 Severance pay is in addition to required notice or pay in lieu of notice as required in Article 17.2.

## **17.7 Recall**

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

17.7.2 Except as provided in Article 17.5, Recreated Positions, if work or a vacancy becomes available, permanent employees on the recall list will be recalled in the order of their seniority, provided they have the ability to perform the work made available to them.

17.7.3 If all permanent employees have had the opportunity of recall, probationary employees on the recall list will be recalled in the order of their **seniority**, provided they have the ability to perform the work made available to them.

17.7.4 The College will give notice of recall by registered mail to employees, who must report to work within 7 working days of receipt of the notice or lose any future rights to recall, unless, on reasonable grounds, they are unable to report for work at that time or the position available is at a lower Pay Grade than that held at the time of layoff.

17.7.5 **Employees who are recalled to lower paying positions will maintain their step placement.**

17.7.6 **The College will offer recall to temporary positions to employees on the recall list as provided for in Clauses 17.7.2, 3, 4 and 5.**

- 17.7.7 If employees accept recall to temporary positions, their recall period will be extended by the length of the temporary assignment.
- 17.7.8 If employees do not accept recall to temporary positions, it will have no effect on future recall rights.
- 17.7.9 The College will recall employees to higher paying positions only if the positions are posted and the employees are the senior applicants and possess the ability to perform the work made available to them.
- 17.7.10 Employees on the recall list may continue their benefits as provided in Clause 13.19.5.

## **18.0 TECHNOLOGICAL CHANGE**

### **18.1 Definition**

"Technological change" means:

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

### **18.2 Procedure**

- 18.2.1 If the College introduces, or intends to introduce, a technological change that significantly affects members of the bargaining unit, including the elimination of bargaining unit positions, the matter will be dealt with as provided for in Article 18.0.

- 18.2.2 The College will give the Union at least 90 days' written notice of the intended technological change including a detailed description of the change and its potential effect on members of the bargaining unit.
- 18.2.3 The detailed description will include:
- 1 📄 the nature of the change;
  - 1 📄 proposed implementation date;
  - 1 📄 approximate number, type and location of affected employees;
  - 1 📄 the effect on working conditions and terms of employment;
  - and
  - 1 📄 the impact on health and safety.
- 18.2.4 When the College has notified the Union of the intended technological change, the Parties will meet within 30 days to discuss potential problems and attempt to reach agreement which will minimize the impact of the technological change on affected employees.
- 18.2.5 Agreements reached during discussions between the Parties will be set out in a memorandum of agreement which will have the same force and effect as the provisions of this Agreement.
- 18.2.6 Members of the bargaining unit potentially affected by the intended technological change will be notified of the impending change and advised of any agreements reached by the Parties.

### **18.3 Dispute Resolution**

- 18.3.1 If the Parties cannot agree, either Party may refer the matter directly to an arbitration board as provided in Article 9.0 of this Agreement, by-passing all other steps in the Grievance Procedure.
- 18.3.2 The arbitration board will decide whether or not the College has introduced or intends to introduce a technological change and, upon deciding that the College has or intends to introduce a

technological change, the arbitration board will inform the Minister of Skills, Training and Labour of its findings.

18.3.3 The arbitration board may then or later make any one or more of the following orders:

- (a) that the change be made in accordance with the terms of the Agreement unless the change alters significantly the basis upon which the Agreement was negotiated;
- (b) that the College will not proceed with the technological change for a period not exceeding 90 days that the arbitration board considers appropriate;
- (c) that the College reinstate any employees displaced by the technological change;
- (d) that the College pay to the displaced employees compensation that the arbitration board considers reasonable.

#### **18.4 Re-training**

18.4.1 Permanent and probationary employees whose positions are affected by technological change will have immediate access to training that may be required to carry out the duties of their positions or any new positions created by the technological change to replace their current positions.

18.4.2 Where positions have been entirely eliminated by technological change, the permanent and probationary employees affected will have immediate access to necessary training to provide the skills required to assume the duties of another position.

18.4.3 Retraining will be at the expense of the College and normally be conducted during employees' regular shifts.

18.4.4 If it becomes necessary to temporarily change employees' regular shift in order to accommodate the training, the employees will be given a minimum of 10 days' notice.



- 18.4.5 Permanent employees assuming positions in a lower Pay Grade will have their current salary protected and will receive increments and general wage increases as they occur.
- 18.4.6 If permanent employees assume part-time positions, their salaries will be pro-rated.
- 18.4.7 Employees who decline retraining or cannot successfully complete the retraining required by technological change will be subject to the provisions of Article 17.0 (Layoff, Severance Pay and Recall).

## **19.0 CAREER DEVELOPMENT AND EDUCATION**

Article 19.0 does not apply to Student Aides.

### **19.1 Career Development**

- 19.1.1 The College supports the development of employees in their careers.
- 19.1.2 **Career development is employee initiated activity intended to:**
- (a) develop or improve skills or methods in employees' areas;**
  - (b) maintain currency in employees' areas;**
  - (c) gain additional knowledge and competence in the employees' areas; or**
  - (d) develop skills or knowledge related to employees' career aspirations in the College.**

- 19.1.3 With the prior approval of the College President or delegate, employees may attend courses, seminars, workshops **or other activities** related to their particular duties and responsibilities and career aspirations within the College.
- 19.1.4 The College will pay one-half of the fees at the time of registration and the employees will pay the other half.
- 19.1.5 Upon submission of fee receipts and proof of satisfactory completion, employees will be reimbursed for the fees they have paid.
- 19.1.6 **Permanent employees will be provided with up to 5 days per year of Career Development leave with pay.**
- 19.1.7 **Career Development leave with pay must be approved by the College President or delegate. Approval will not be unreasonably denied.**
- 11 Scheduling of the time for Career Development will take into consideration the commitment of the College, the needs of the department and the desires of the employees.

## **19.2 Training**

- 19.2.1 **Article 19.2 refers to College initiated activities.**
- 19.2.2 **The College is committed to providing employees with the training required to allow them to perform their duties in an efficient and effective way.**
- 19.2.3 **If the College requires employees to take refresher courses or to further their job related training, the College will grant a leave of absence with pay to the employees.**
- 19.2.4 **The College will pay the full cost of courses or training, including tuition, entrance or registration fees, laboratory fees and required books.**

19.2.5 **If the required courses or training are not available during employees' regular hours of work, employees will receive equivalent time off with pay.**

**19.3 College Course Registration**

19.3.1 Employees may register in courses offered by the College, as long as their attendance will not displace a fee-paying student or result in additional costs.

19.3.2 Tuition fees will be waived with the approval of the Campus that is offering the course, or the Director of Continuing Education.

19.3.3 If employees are denied access to a career related course under this Article, they will be assured admission under **Article 19.1**.

19.3.4 **If rescheduling of duty is required for attendance at courses, prior approval of the Department Head or supervisor is required.**

19.3.5 **If absence from duty is required for attendance at courses, approval is required in accordance with Article 15.3 (Leave for Personal Reasons), Article 19.1 (Career Development) or Article 19.4 (Educational Leave).**

**19.4 Education Leave**

19.4.1 The College may grant Education Leave for:

(a) programs of formal study; or

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

19.4.2 Education Leave may be for up to one year **and will not be unreasonably denied.**

- 19.4.3 Requests for Education Leave greater than one year will be considered under Article 15.3, Leave for Personal Reasons. These requests will not be unreasonably denied.
- 19.4.4 Applications for Education Leave for periods longer than 10 working days must normally be submitted 2 months before the start of the Leave.
- 19.4.5 Applications for Leave for periods of 10 working days or less will be submitted with as much lead time as practical.
- 19.4.6 Education Leave will be without pay unless otherwise authorized.

**19.5 Education Committee**

- 19.5.1 The Education Committee will consist of 3 Union and 3 College representatives.
- 19.5.2 The Committee's central purpose is to investigate and report on:
- (c) training connected with technological change;
  - (d) professional and career development needs of employees.
- 19.5.3 There will be regular meetings, as determined by the Committee.
- 19.5.4 Copies of all minutes will be circulated to the College and the Union.

**20.0 HEALTH AND SAFETY**

**20.1 General**

- 20.1.1 **The College is committed to providing a safe work environment for employees.**
- 20.1.2 Regulations made under the Workers' Compensation Act, the Workplace Act, or any other statute of the Province of British

Columbia or the Government of Canada covering the working environment will be fully complied with.

- 20.1.3 The College will supply First Aid kits as required by the appropriate legislation.
- 20.1.4 When possible, the College will provide advance notice to employees of construction, renovation or maintenance that may affect their immediate work area. Employees who have any concerns about this activity should contact the Coordinator of Health and Safety and/or a member of the Health and Safety Committee.
- 20.1.5 Employees will not be disciplined for refusing to perform assigned work when they have reasonable cause to believe that to do the work may be a danger to the health or safety of themselves or anyone at or near the workplace. In this event, employees will report the situation to their immediate supervisor or the College.
- 20.1.6 The situation will be investigated and, if possible, resolved by:
- (e) the supervisor and employees concerned;
  - (f) if not resolved, by the Health and Safety Committee;
  - (g) if still not resolved, by a relevant inspector.
- 20.1.7 **If employees express concerns about personal safety, the College will address their concerns without delay.**

## **20.2 Occupational Health and Safety Committee**

- 20.2.1 The College will maintain an Occupational Health & Safety Committee at each campus in keeping with the Industrial Health & Safety Regulations of the Workers' Compensation Board.
- 20.2.2 The College will ensure the Committees carry out all duties and responsibilities according to the Regulations.

- 20.2.3 There will be no less than 2 employees of the College appointed by the Union on each campus Committee.
- 20.2.4 All Union appointed Representatives engaged in health and safety responsibilities will be compensated at their regular rates of pay while involved in health and safety inspections, analysis, meetings or related activities.
- 20.2.5 The Committee has the right to inspect health and safety conditions without restraints and to consult as necessary with persons who are professionally or technically qualified to advise the Committee on matters within the rules and regulations governing the College as a Public Sector employer.
- 20.2.6 The Committee has the right to review College records considered relevant to health and safety concerns, not including medical files.
- 20.2.7 The College will correct any working conditions and environments that are not safe and healthy in the view of a Workers' Compensation Board Inspector, or the Health & Safety Committee.
- 20.2.8 The Health & Safety Committees will be notified of each accident and injury and will investigate and report in writing on the nature and cause of accidents involving employees.
- 20.2.9 Both the Union and the College will receive copies of any minutes, reports or correspondence related to the Health and Safety Committee or its operation.
- 20.2.10 A meeting of all campus Health & Safety Committees will be scheduled on a quarterly basis to discuss and rectify common health and safety concerns. These meetings will take place at each campus on a rotating basis.

**20.3 First Aid Attendants**

- 20.3.1 When employees are required by the College to possess a First Aid Certificate, the College will provide the time and pay the expenses involved in acquiring, upgrading or maintaining the Certificate.
- 20.3.2 **The College will not be required to provide the time and pay the expenses involved in acquiring a First Aid Certificate for employees wishing to apply for positions which require a Certificate.**
- 20.3.3 If first aid training is given on a compressed basis essentially requiring full-time attendance, employees will, in addition to receiving full salary for the days of attendance, receive credit for each full day of attendance of an additional amount of 3 hours straight time "lieu credit" to be taken or paid for as provided in Article 11.6, Overtime.
- 20.3.4 Every effort will be made to allow employees to take the regular rather than the compressed course.
- 20.3.5 First Aid Attendants required to provide first aid coverage during their scheduled meal period will have their meal period rescheduled, in consultation with their supervisor, to within one hour of their meal period.
- 20.3.6 If the meal period cannot be rescheduled, employees may elect to take the equivalent of their meal period in time off at the end of their shift with no loss of pay, provided this time off can be accommodated, or they will be entitled to Overtime as provided in Article 11.6.

**20.4 VDT Operator's Protection**

- 20.4.1 The College is committed to the occupational health and safety of its employees who operate video display terminals.
- 20.4.2 All VDT installations will meet with the **relevant provincial legislation and regulations.**

- 20.4.3 Pregnant employees are entitled, upon request, to be transferred to other work away from a VDT without loss of pay.
- 20.4.4 Employees will not be required to work longer than 2 consecutive hours at a VDT before receiving either a rest or meal break or assignment to other duties for a minimum of 15 minutes.

## **21.0 GENERAL PROVISIONS**

### **21.1 Schedules to Govern**

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

### **21.2 Reappointment**

- 21.2.1 Employees who are reappointed on a permanent (including probationary) basis within 15 months of their departure from a position covered by this Agreement will be credited with:
- (h) length of service for benefit, Increment and Vacation entitlement;
  - (i) Sick Leave and Gratuity Leave credits; and
  - (j) Seniority
- that they had accumulated prior to termination.
- 21.2.2 Employees reappointed on a temporary **or casual** basis within 15 months will be credited with accumulated **seniority or** length of service as applicable under their current status, including Increments.



**21.3 Policies**

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

**21.4 General Changes**

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

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

**21.5 Present Conditions and Benefits**

Any working conditions and welfare benefits, or other conditions of employment at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, will continue in full force and effect for the duration of this Agreement.

**21.6 Meal Discounts**

Employees in the Food Services Support Department covered by this Agreement will have the privilege of purchasing the meals

produced by the students and sold in the cafeteria at the same discount as the employees of the instructional components of the Food Services Department.

**21.7 Copy of Agreement**

A copy of this Agreement will be provided to all current and new employees.

**21.8 Damaged Clothing**

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

**21.9 Original Letters of Permanent Appointment**

All original letters of appointment to permanent positions will contain advice that upon appointment to the permanent staff, when certain employee benefits are applicable, a reduction in take home pay of approximately 9% will be apparent.

**21.10 Payroll Information**

21.10.1 The College will provide employees with a quarterly report of their amount of accumulated Vacation, Sick Leave, time in lieu of overtime, Gratuity and other leaves.

21.10.2 Upon implementation of its own payroll system, the College will provide a breakdown of Vacation, Overtime and Shift Premium payment on each pay cheque.

**CUPE LOCAL 15/VCC 1994 - 1997 COLLECTIVE AGREEMENT**

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Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

On behalf of the College:

On Behalf of the Union:

\_\_\_\_\_  
Bob Smith, College Board Chair

\_\_\_\_\_  
Frans van de Ven, President

\_\_\_\_\_  
John Cruickshank, President

\_\_\_\_\_  
Donalda Viaud, Secretary-Treasurer

***BARGAINING COMMITTEES:***

\_\_\_\_\_  
J. S. Brennan

\_\_\_\_\_  
Jim Gorman, Business Manager

\_\_\_\_\_  
Bonnie Baty

\_\_\_\_\_  
Joanna Brockley

\_\_\_\_\_  
Karen Kelly

\_\_\_\_\_  
Lorna Brown

\_\_\_\_\_  
Eugenie Wong

\_\_\_\_\_  
Dennis Cumming

\_\_\_\_\_  
Jo Hansen

\_\_\_\_\_  
Janet Latter

\_\_\_\_\_  
Linda McCallum

\_\_\_\_\_  
**John Roberts**

## SCHEDULE A

### ALLOCATION OF CATEGORIES TO PAY GRADES (ALPHABETICAL)

<i>Category</i>	<i>Pay Grade</i>
Accounting Clerk (a)	21
Accounting Clerk (b)	22
Accounting Supervisor	26
Accounts Payable Clerk	17
Accounts Receivable Clerk	19
Administrative Assistant	23
Administrative Services Clerk	20
Administrative Services Manager	25
Admissions Advisor	23
Admissions Clerk (a)	16
Admissions Clerk (b)	17
Advertising Production Assistant	22
Assistant - Instructional Support	23
Assistant Building Services Manager*	21
AV Maintenance Technician	25
AV Technician	20
AV Technician - Trainee	14
Bookstore Assistant	17
Bookstore Cashier	15
Bookstore Manager	24
Building and Grounds Operation Assistant	20
Building Services Clerk	17
Building Services Manager*	25
Buyer	25
Cappuccino Bar Attendant (a)	13
Cappuccino Bar Attendant (b)	14

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Ceremonies/Word Processing Clerk	19
Clerk Cashier (a)	15
Clerk Cashier (b)	16
Clerk Cashier (c)	17
Clerk Specialist (a)	17
Clerk Specialist (b)	18
Clerk Specialist (c)	20
Clerk Typist	14
Communications Officer	27
Computer Operator/Programmer	17
Computer Programmer	20
Computer Programmer Operator Trainee	14
Computer Support Analyst (a)	23
Computer Support Analyst (b)	25
Contract Services Clerk	15
Data Entry Clerk (a)	16
Data Entry Clerk (b)	19
Department Assistant	22
Duplicating/Bindery Equipment Operator	16
Educational Advisor	22
Electrical Stores/Maintenance Clerk	19
Financial Aid Advisor	26
Financial Aid Clerk	20
Financial Analyst	24
First Aid Attendant	17
First Aid Attendant/Office Clerk (b)	18
First Aid/Clerk Cashier	19
First Aid/Clerk Specialist (a)	20
First Aid/Clerk Typist	18
Food Services Cashier	13

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Food Services Supervisor	19
Food Services Supervisor - Purchasing Clerk	19
Food Services Worker	13
Graphic Designer	25
Health Services Clerk	18
Health Services Clerk/First Aid Attendant	20
Industrial Program Assistant	22
Instructional Assistant - Trades	22
Instructional Assistant (a)	19
Instructional Assistant (b)	20
Instructional Assistant (c)	21
Instructional Assistant (d)	22
Instructional Assistant (Journalism)	23
Interpreter/Braillist	27
Laboratory Demonstrator (a)	22
Laboratory Demonstrator (b)	24
Laboratory Demonstrator (c)	27
Laboratory Demonstrator (d)	29
Laundry Attendant	13
Lead Interpreter/Braillist	28
Learning Disability Tutor	24
Library Aide	13
Library Assistant (a)	16
Library Assistant (b)	17
Library Assistant (c)	18
Library Assistant (d)	19
Library Systems Manager	27
Library Technician (a)	20
Library Technician (b)	21

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Library Technician (c)	22
Library Technician (d)	24
Library Technician (e)	25
Manager, Student Records	24
Mechanical/Electronics Maintenance Manager	27
Office Assistant	13
Office Clerk (a)	14
Office Clerk (b)	15
Office Clerk (c)	16
Operations Supervisor	26
Operations Supervisor - Computer Centre	27
Payroll Clerk	21
Payroll/Benefits Clerk	17
Personnel Clerk	20
Photographer	25
Procedures Planner	22
Production Services Supervisor	29
Program Assistant (a)	15
Program Assistant (b)	17
Program Assistant (c)	18
Program Assistant (d)	19
Programmer Analyst (a)	24
Programmer Analyst (b)	25
Project Leader/Analyst	28
Purchasing Manager	27
Receiver (a)*	15
Receiver (b)*	20
Reference Assistant	27
Research Assistant	22
Secretary	17
Senior Administrative Services Clerk	24

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Senior AV Technician	24
Senior AV Technician (Production and Technical)	27
Senior Bookstore Assistant	20
Senior Computer Operator	22
Senior Food Service Worker	16
Senior Programmer Analyst	27
Senior Secretary	19
Senior Supervisory Clerk	21
Senior Supervisory Clerk	21
Senior Word Processing Operator	18
Sound Technician	23
Stores Clerk*	14
Stores Clerk/Bookstore	15
Stores Clerk/Receiver	15
Student Data Clerk	20
Student Services Assistant (a)	18
Student Services Assistant (b)	21
Student Services Assistant (c)	23
Supervisor Admissions and Scheduling	26
Supervisor, Computer Operations & Programming	30
Supervisor, Duplicating & Bindery	17
Systems Analyst	30
Technical Assistant - Printing Production	23
Technical Services Supervisor	28
Telephone Operator/Receptionist	15
Telephone Systems Manager	24
Toolroom Equipment Specialist	20
Video Technician	24
Word Processing Operator (a)	15
Word Processing Operator (b)	16
Word Processing Supervisor	21
Work Experience Advisor	24

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**SCHEDULE A****ALLOCATION OF CATEGORIES TO PAY GRADES  
(BY PAY GRADES)**

**13** Cappuccino Bar Attendant (a)  
Food Services Cashier  
Food Services Worker  
Laundry Attendant  
Library Aide  
Office Assistant

**14** AV Technician - Trainee  
Cappuccino Bar Attendant (b)  
Clerk Typist  
Computer Programmer Operator Trainee  
Office Clerk (a)  
Stores Clerk\*

**15** Bookstore Cashier  
Clerk Cashier (a)  
Contract Services Clerk  
Office Clerk (b)  
Program Assistant (a)  
Receiver (a)\*  
Stores Clerk/Bookstore  
Stores Clerk/Receiver  
Telephone Operator/Receptionist  
Word Processing Operator(a)

**16** Admissions Clerk (a)  
Clerk Cashier (b)  
Data Entry Clerk (a)  
Duplicating/Bindery Equipment Operator  
Library Assistant (a)  
Office Clerk (c)  
Senior Food Service Worker  
Word Processing Operator(b)

**17** Accounts Payable Clerk  
Admissions Clerk (b)  
Bookstore Assistant  
Building Services Clerk  
Clerk Cashier (c)  
Clerk Specialist (a)  
Computer Operator/Programmer  
First Aid Attendant  
Library Assistant (b)  
Payroll/Benefits Clerk  
Program Assistant (b)  
Secretary  
Supervisor, Duplicating & Bindery

**18** Clerk Specialist (b)  
First Aid Attendant/Office Clerk (b)  
First Aid/Clerk Typist  
Health Services Clerk  
Library Assistant (c)  
Program Assistant (c)

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Senior Word Processing Operator Student Services Assistant (a)
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**19** Accounts Receivable Clerk  
Accounts/Word Processing Clerk  
Entry Clerk (b)  
Retail Stores/Maintenance Clerk  
Aid/Clerk Cashier  
Administrative Services Supervisor  
Administrative Services Supervisor - Purchasing Clerk  
Operational Assistant (a)  
Library Assistant (d)  
Program Assistant (d)  
Director Secretary

**20** Administrative Services Clerk  
Building and Grounds Operation Assistant  
Computer Specialist (c)  
Computer Programmer  
Financial Aid Clerk  
Aid/Clerk Specialist (a)  
Health Services Clerk/First Aid Attendant  
Operational Assistant (b)  
Library Technician (a)  
Personnel Clerk  
Receptionist (b)\*  
Retail Bookstore Assistant  
Student Data Clerk  
Workroom Equipment Specialist

**21** Accounting Clerk (a)  
Assistant Building Services Manager\*  
Instructional Assistant (c)  
Library Technician (b)  
Payroll Clerk  
Senior Supervisory Clerk  
Senior Supervisory Clerk  
Student Services Assistant (b)  
Word Processing Supervisor

**22** Accounting Clerk (b)  
Advertising Production Assistant  
Department Assistant  
Educational Advisor  
Industrial Program Assistant  
Instructional Assistant - Trades  
Instructional Assistant (d)  
Laboratory Demonstrator (a)  
Library Technician (c)  
Procedures Planner  
Research Assistant  
Senior Computer Operator

**23** Administrative Assistant  
Admissions Advisor  
Assistant - Instructional Support  
Computer Support Analyst (a)  
Instructional Assistant (Journalism)  
Sound Technician  
Student Services Assistant (c)  
Technical Assistant - Printing Production

**24** Bookstore Manager  
Financial Analyst  
Laboratory Demonstrator (b)  
Learning Disability Tutor  
Library Technician (d)  
Manager, Student Records  
Programmer Analyst (a)  
Senior Administrative Services Clerk  
Senior AV Technician  
Telephone Systems Manager  
Video Technician  
Work Experience Advisor

**25** Administrative Services Manager  
AV Maintenance Technician  
Buyer  
Computer Support Analyst (b)  
Graphic Designer  
Library Technician (e)  
Photographer  
Programmer Analyst (b)

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**26** Accounting Supervisor  
Financial Aid Advisor  
Operations Supervisor  
Supervisor Admissions and Scheduling

**27** Communications Officer  
Interpreter/Braillist  
Laboratory Demonstrator (c)  
Library Systems Manager  
Mechanical/Electronics Maintenance Manager  
Operations Supervisor - Computer Centre  
Purchasing Manager  
Reference Assistant  
Senior AV Technician (Production and Technical)  
Senior Programmer Analyst

**28** Lead Interpreter/Braillist  
Project Leader/Analyst  
Technical Services Supervisor

**29** Laboratory Demonstrator (d)  
Production Services Supervisor

**30** Supervisor, Computer Operations & Programming  
Systems Analyst

**\* Employees in these categories who regularly work 40 hours will receive 4 Pay Grades above the salary shown in Schedule A. (See Clauses 11.1.3 and 12.1.8.)**





<b>HOURLY RATES</b>					
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>13</b>	13.39	13.82	14.29	14.76	15.27
<b>14</b>	13.82	14.29	14.76	15.27	15.89
<b>15</b>	14.29	14.76	15.27	15.89	16.47
<b>16</b>	14.76	15.27	15.89	16.47	17.17
<b>17</b>	15.27	15.89	16.47	17.17	17.83
<b>18</b>	15.89	16.47	17.17	17.83	18.53
<b>19</b>	16.47	17.17	17.83	18.53	19.30
<b>20</b>	17.17	17.83	18.53	19.30	20.09
<b>21</b>	17.83	18.53	19.30	20.09	20.93
<b>22</b>	18.53	19.30	20.09	20.93	21.79
<b>23</b>	19.30	20.09	20.93	21.79	22.69
<b>24</b>	20.09	20.93	21.79	22.69	23.62
<b>25</b>	20.93	21.79	22.69	23.62	24.63
<b>26</b>	21.79	22.69	23.62	24.63	25.62
<b>27</b>	22.69	23.62	24.63	25.62	26.69
<b>28</b>	23.62	24.63	25.62	26.69	27.83
<b>29</b>	24.63	25.62	26.69	27.83	28.99
<b>30</b>	25.62	26.69	27.83	28.99	30.16
<b>Student Aides</b>	2.05	2.25	2.60	2.66	

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<b>RIWFFKI V RATES</b>					
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>13</b>	937	967	1,000	1,033	1,069
<b>14</b>	967	1,000	1,033	1,069	1,112
<b>15</b>	1,000	1,033	1,069	1,112	1,153
<b>16</b>	1,033	1,069	1,112	1,153	1,202
<b>17</b>	1,069	1,112	1,153	1,202	1,248
<b>18</b>	1,112	1,153	1,202	1,248	1,297
<b>19</b>	1,153	1,202	1,248	1,297	1,351
<b>20</b>	1,202	1,248	1,297	1,351	1,406
<b>21</b>	1,248	1,297	1,351	1,406	1,465
<b>22</b>	1,297	1,351	1,406	1,465	1,525
<b>23</b>	1,351	1,406	1,465	1,525	1,588
<b>24</b>	1,406	1,465	1,525	1,588	1,653
<b>25</b>	1,465	1,525	1,588	1,653	1,724
<b>26</b>	1,525	1,588	1,653	1,724	1,793
<b>27</b>	1,588	1,653	1,724	1,793	1,868
<b>28</b>	1,653	1,724	1,793	1,868	1,948
<b>29</b>	1,724	1,793	1,868	1,948	2,029
<b>30</b>	1,793	1,868	1,948	2,029	2,111

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<b>HOURLY RATES</b>					
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>13</b>	13.62	14.05	14.52	14.99	15.50
<b>14</b>	14.05	14.52	14.99	15.50	16.12
<b>15</b>	14.52	14.99	15.50	16.12	16.70
<b>16</b>	14.99	15.50	16.12	16.70	17.40
<b>17</b>	15.50	16.12	16.70	17.40	18.06
<b>18</b>	16.12	16.70	17.40	18.06	18.76
<b>19</b>	16.70	17.40	18.06	18.76	19.53
<b>20</b>	17.40	18.06	18.76	19.53	20.32
<b>21</b>	18.06	18.76	19.53	20.32	21.16
<b>22</b>	18.76	19.53	20.32	21.16	22.02
<b>23</b>	19.53	20.32	21.16	22.02	22.92
<b>24</b>	20.32	21.16	22.02	22.92	23.85
<b>25</b>	21.16	22.02	22.92	23.85	24.86
<b>26</b>	22.02	22.92	23.85	24.86	25.85
<b>27</b>	22.92	23.85	24.86	25.85	26.92
<b>28</b>	23.85	24.86	25.85	26.92	28.06
<b>29</b>	24.86	25.85	26.92	28.06	29.22
<b>30</b>	25.85	26.92	28.06	29.22	30.39

<b>Student Aides</b>	<b>0.05</b>	<b>0.25</b>	<b>0.71</b>	<b>10.07</b>
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<b>RIWFFKI V RATES</b>					
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>13</b>	953	984	1,016	1,049	1,085
<b>14</b>	984	1,016	1,049	1,085	1,128
<b>15</b>	1,016	1,049	1,085	1,128	1,169
<b>16</b>	1,049	1,085	1,128	1,169	1,218
<b>17</b>	1,085	1,128	1,169	1,218	1,264
<b>18</b>	1,128	1,169	1,218	1,264	1,313
<b>19</b>	1,169	1,218	1,264	1,313	1,367
<b>20</b>	1,218	1,264	1,313	1,367	1,422
<b>21</b>	1,264	1,313	1,367	1,422	1,481
<b>22</b>	1,313	1,367	1,422	1,481	1,541
<b>23</b>	1,367	1,422	1,481	1,541	1,604
<b>24</b>	1,422	1,481	1,541	1,604	1,670
<b>25</b>	1,481	1,541	1,604	1,670	1,740
<b>26</b>	1,541	1,604	1,670	1,740	1,810
<b>27</b>	1,604	1,670	1,740	1,810	1,884
<b>28</b>	1,670	1,740	1,810	1,884	1,964
<b>29</b>	1,740	1,810	1,884	1,964	2,045
<b>30</b>	1,810	1,884	1,964	2,045	2,127

## **WAGE INCREASES**

### **1. General Wage Increase**

(☞) Effective October 1, 1994, all wage rates in effect on September 30, 1994, will be increased by \$0.23 per hour or \$16.00 biweekly. Student Aides will receive 1.1%.

(☞) Effective October 1, 1995, all wage rates in effect on September 30, 1995, will be increased by \$0.23 per hour or \$16.00 biweekly. Student Aides will receive 1.1%.

### **2. Third Year Wage Increase**

1. No sooner than August 1, 1996, and no later than September 30, 1996, the Union may notify the College that it wishes to commence collective bargaining to establish wage and benefit rates for the period from October 1, 1996, to September 30, 1997.

2. This process will not be used to reduce wage and benefit rates.

### **1. Retroactivity**

Employees who have left the employment of the College since October 1, 1994 will, upon application to the College, receive retroactive pay for any time worked between October 1, 1994, and their final day of employment.




## **SCHEDULE B**

### **LETTERS OF UNDERSTANDING**

#### **1. Job Sharing**

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

#### **2. Use of Agency Employees**

- 1. The College will minimize the use of agency personnel through the internal recruitment of temporary or casual employees.**
- 2. The College will offer work to employees on the recall list who have the ability to perform the work prior to going to an agency.**
- 3. Agency hires beyond one month will require the approval of the Union which will not be unreasonably denied.**
- 4. The College will advise the Union of all agency hires.**
- 5. When employees of outside employment agencies are used by the College they will be treated in the same manner as casual employees as outlined in the Collective Agreement; however the following will not apply:**
  - . Clauses 2.6.5, 6, 8 and 9 (Payment in lieu of Vacation, General Holidays, Christmas Break and Benefits);**
  - . Article 3.2 (Filling Vacancies);**
  - . Article 3.6 (Temporary Reappointment Rights);**

- ☞ Article 10 (Position Evaluation; except that the Union retains its rights contained in Clause 10.2.1);
- ☞ Article 11.9 (Uniforms, Gloves, Aprons and Boots; boots will not apply);
- ☞ Clause 11.12.3 (Car Insurance);
- ☞ Article 13.1 (Annual Vacation);
- ☞ Article 13.2 (General Holidays);
- ☞ Article 17.0 (Layoff, Severance Pay and Recall);
- ☞ Article 19.0 (Career Development and Education);
- ☞ Schedule B 1 (Job Sharing).

1. Agency workers will be paid 8% in lieu of the benefits listed in Clause 2.6.8.
2. The College will remit the appropriate Union dues.

### 3. Students and Bargaining Unit Work

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

4. **Parenting Leave**

It is the intention of the College and the Union that Article 16.0, Parenting Leaves, is not discriminatory. If it is claimed that any of Article 16.0 is discriminatory, or if future legal decisions or legislation change matters, the Parties will meet and attempt to agree on what, if any, changes are necessary to this Agreement. If the Parties cannot agree, either Party may refer the matter to an arbitrator as provided for in Articles 9.5 or 9.6 for a final and binding decision.

5. **Employee and Family Assistance Plan**

During the 1994 negotiations, the Parties discussed the introduction of an Employee and Family Assistance Plan. It was agreed that this Plan should be made available to all employees. The Parties will refer this matter to the Benefits Committee to explore alternatives that may be available to fund the Plan.

6. **Separation Issues**

1. Employees of VCC who, prior to April 1, 1995, are temporarily filling positions at Langara College will return to their VCC positions when their temporary assignments and extensions are complete with full accumulation of seniority. VCC will provide health benefits. This entitlement will expire March 31, 1996.

2. Employees of Langara College temporarily working at VCC prior to April 1, 1995, will be covered by the appropriate terms of the VCC Agreement. Langara College will provide health benefits. Employees will keep the employee status they had at Langara. VCC will consider permanent employees of Langara College to have permanent status. This entitlement will expire March 31, 1996.
3. When Langara College or VCC cancels a shared service, employees who, prior to April 1, 1995, have been providing the shared service and whose jobs will be eliminated will have the right of first refusal, based on seniority, for similar positions created at either College. This will apply to similar positions created prior to the actual cancellation of a shared service.
4. Employees affected by paragraph 3 who accept positions at VCC will have their seniority transferred to VCC.
5. The Union will be notified in writing of the cancellation of any shared services at least 60 days prior to the cancellation. This notification will include all details relevant to the cancellation, including plans for replacement services and positions. The employees affected will be notified in writing, in accordance with the notice period required in Article 17.2 of the Agreement, of their rights and this notification will advise them of their right to consult with the Union.
6. Cross-college bumping rights will apply to all employees who receive layoff notice prior to April 1, 1995, and to all employees later displaced through the layoff procedure.
7. The College will cooperate with the Union in making reasonable arrangements that minimize the effects on employees due to the cancellation of shared services provided

such arrangements do not produce additional costs or noticeable reduction in service.

## **7. Pay Equity**

1. The current pay equity money (\$179,800) received by the College from the provincial government will be placed in a trust fund.
2. Future pay equity monies will be used to fully cover the ongoing cost to the College resulting from the 1994/95 pay equity adjustments
3. If the College receives pay equity money in addition to that outlined in 1 and 2 above, it will be placed in the trust fund.
4. The money in this trust fund, including interest, will not be used until the Union and the College have agreed on a method of distributing the pay equity money.
5. The Union and the College will refer the matter of distribution of the pay equity money to the Consultation Committee (Article 8.1) for resolution. The makeup of the Consultation Committee may be expanded to allow either Party to have appropriate resource people available.
6. The Union agrees that VCC is entitled to 62% of the \$290,000 available for 1994/95.

## **8. Housekeeping Changes**

The housekeeping changes and editing of the Agreement into plain English agreed to during the 1995 negotiations do not in any way change the intent, interpretation or application of the 1992/94 Agreement except where the Parties have changed the

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Agreement as indicated in bold type. Any articles inadvertently omitted by this process will be included and form part of the new Agreement.

**9. College Harassment Policy**

The Parties will meet within 60 days of the signing of the Collective Agreement to discuss revisions to the College's Harassment Policy. If the Parties agree, any changes will be reflected in Article 7.2 of the Agreement.

**10. Effective Dates**

The effective date for all changes to the Agreement will be the date of ratification (September 19, 1995), unless specified otherwise.

**11. Position Evaluation**

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

## **SCHEDULE C - GRIEVANCE PROCEDURE CHART**

STEP	METHOD TO INITIATE OR ADVANCE	WHO'S INVOLVED	TIME LIMITS IN WORKING DAYS			COMMENTS
			INITIATE OR ADVANCE	MEETING TO HAPPEN	RESPONSE TO MEETING	
1 *	Verbal to immediate Supervisor	☞. Grievor ☞. Steward (optional) ☞. Immediate	Within 20 days of becoming aware of problem	Within 20 days of becoming aware of problem	Verbal or written to employee and/or Steward within 5 days of meeting	Grievor, Steward provided preparation and meeting time at all stages
2	Grievance form to appropriate administrator and Union Office; administrator to copy Employee Relations	☞. Grievor ☞. Steward ☞. Immediate Supervisor ☞. Appropriate	Within 15 days of Step 1 response or 20 days of becoming aware if Step 1 bypassed	Within 5 days of receiving grievance	Written to Steward with copy to Union within 15 days of meeting	
3	Written to Representative of Employee Relations  <i>(NOTE: Union policy grievances start at Step 3)</i>	☞. Grievor ☞. Steward ☞. Union Representative ☞. Representative of	Within 7 days of Step 2 response	As soon as possible	Written to Union Representative within 15 days of the meeting	Option to start grievances re: dismissal, lengthy suspension, benefits or payroll at Step 3
4 **	Written to Representative of Employee Relations	As in Step 3 plus Investigator	Within 10 days of Step 3 response	Within 20 days of receipt of the request	Written to Union and Employee Relations within 20 days of the request	Non-binding; costs shared equally; no lawyers
5	Written to Representative of Employee Relations	As in Step 3 plus Arbitrator or 3 person Arbitration Board	Within 25 days of Step 3 or 4 response	When able to schedule	Written to Union and Employee Relations as soon as possible	Final and binding costs shared equally; option to use lawyers

\* OPTIONAL CAN GO DIRECT TO STEP 2

\*\* OPTIONAL CAN GO DIRECT TO STEP 5



**SCHEDULE D**

**TABLE SHOWING ANNUAL VACATION ENTITLEMENT IN WORKING HOURS FOR THE YEARS 1995 TO 2002**

Start Year	1995	1996	1997	1998	1999	2000	2001	2002
1997	N/A	N/A	84*	119	119	119	119	119
1996	N/A	84*	119	119	119	119	119	154
1995	84*	119	119	119	119	119	154	154
1994	119	119	119	119	119	154	154	154
1993	119	119	119	119	154	154	154	154
1992	119	119	119	154	154	154	154	154
1991	119	119	154	154	154	154	154	189
1990	119	154	154	154	154	154	189	189
1989	154	154	154	154	154	189	189	189
1988	154	154	154	154	189	189	189	189
1987	154	154	154	189	189	189	189	189
1986	154	154	189	189	189	189	189	189
1985	154	189	189	189	189	189	189	189
1984	189	189	189	189	189	189	189	189
1983	189	189	189	189	189	189	189	189
1982	189	189	189	189	189	189	189	224
1981	189	189	189	189	189	189	224	224
1980	189	189	189	189	189	224	224	224
1979	189	189	189	189	224	224	224	224
1978	189	189	189	224	224	224	224	224
1977	189	189	224	224	224	224	224	224
1976	189	224	224	224	224	224	224	224
1975 or earlier	224	224	224	224	224	224	224	224

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