

April 19

MEMORANDUM OF AGREEMENT

BETWEEN:

VANCOUVER COMMUNITY COLLEGE

(the "College")

AND:

VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION

(the "Association")

SUBJECT TO PSEC APPROVAL

The College and the Association bargaining committees agree to recommend to their respective principals the approval of the terms set out in this Memorandum of Agreement.

It is understood and agreed that this Memorandum of Agreement is subject to ratification by the members of the Association's bargaining unit, by the College Board, and by the Post-Secondary Employers' Association Board of Directors. The parties shall schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which this Memorandum of Agreement is signed.

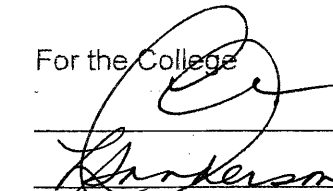
Subject to such ratification, the new collective agreement between the College and the Association shall contain all provisions in the collective agreement that expired on March 31, 2014, subject to the following amendments:

1. All items attached as Schedule "A".
2. All "green sheet" items tentatively agreed by the parties to date and attached as Schedule "B". (Note: The parties have agreed to rescind the October 28, 2014 green sheet on U18).
3. All items contained in the 2014 FPSE Template Table Agreement dated February 5, 2015 (the "Template Table Agreement"), with the exception of the following:
 - paragraphs 4(c)(i), 4(c)(ii), 4(d), 5(b), 10(e), 10(f) and 11; and
 - the following language, in all places where such language appears in the Template Table Agreement: "The Parties agree that retroactive adjustment will only apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment."
4. The term of the new collective agreement shall be April 1, 2014 to March 31, 2019.

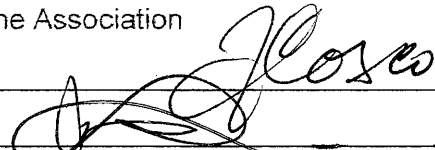
5. Except as identified above, all other proposals tabled by the parties shall be withdrawn without prejudice, upon acceptance and ratification of this Memorandum of Agreement.
6. All amendments shall be effective the date of ratification of the parties' Memorandum of Agreement, except where otherwise identified specifically.

DATED at Vancouver, British Columbia, this 9th day of April, 2015.

For the College


Hankerson
Janie
Dennis
"Debbie Sargent"
"Sharon Carefoot"

For the Association


Jose
Karen Marie Shortt
Joanne Ribby
Walter
David Branten

Schedule “A”

Re: Union Proposal U1

Amend the February 11, 2015 green sheet on U47-48, as follows:

1. Delete Appendices XXII and XXIII, and renumber the remaining appendices accordingly.
2. Add a new Article 3.11.4, as follows:

3.11.4 The College will ensure that Association representation is included on any committee established by the College:

(a) to determine the allocation or use of space where instructors work; or

(b) to make recommendations for the selection of the President, Vice-Presidents and academic administrators.

Re: Union Proposal U6

Amend Article 4.1.4 (currently Article 4.3.5), as follows:

Members of the AHRC will receive orientation and training regarding the hiring recommendation process. Such orientation and training will be developed and delivered jointly by the College and the Association, at mutually agreed times.

Amend Articles 4.4.2 and 4.4.3 (currently Articles 4.1.2 and 4.1.3) as follows:

4.4.2 The postings will include:

- a) the department, title and area;
- b) a short description of the duties;
- c) a statement of the qualifications required;
- d) for term appointments, the length of the appointment;
- e) the time status of the appointment; and
- f) the start date, deadline for application and other relevant information; and
- g) (commencing effective January 1, 2016) a summary of the AHRC process for the relevant area.

4.4.3 Human Resources will forward the draft posting to the Dean to review and return to Human Resources. The Association will be provided with a copy of the posting at the time at least 48 hours before it is posted. The Area Hiring Recommendations Committee will be allowed a reasonable length of time to review the posting in order to prepare for the selection process.

Re: Union Proposal U8

In Appendix I, delete the “Semi-Monthly” column in the salary scales, and replace with “Hourly Rate”.

Re: Union Proposal U26

1. As a housekeeping amendment, to make the collective agreement language consistent with the practice and the terms of the insurance contracts, amend Article 7.1 as follows:

7.1 Entitlement to Benefits

7.1.1 Regular Employees

- 7.1.1.1 Permanent regular employees and probationary regular employees are entitled to annual vacation, general holidays, Christmas holidays, sick leave and all health and welfare insurance benefits in accordance with the terms of this Agreement. Eligibility periods for health, disability and life insurance benefits are as follows:

- Basic Medical and Extended Health Insurance:
 - effective the first day of the month coincident with or next following the employee's date of employment ~~first complete calendar month of employment~~
- Dental, Short Term Disability and Accidental Death and Dismemberment, Long Term Disability and Group Life Insurance:
 - effective the first day of the month coincident with or next following the employee's date of employment ~~first of the month following completion of one month of service~~. Participation in these plans is mandatory upon eligibility. However, employees may waive participation in the Dental plan provided they have alternate coverage. Should their other dental coverage cease, employees must immediately apply for coverage under the College's Dental plan.

7.1.1.2 *[No changes]*

7.1.2 Term Employees

- 7.1.2.1 Term employees holding a one-year appointment at half time or more are entitled to annual vacation, general holidays, Christmas holiday, sick leave and all health and welfare insurance benefits in accordance with the terms of this Agreement (except Article 7.13, (Payment on Death)). Eligibility periods for health, disability and life insurance benefits are as follows:

- Basic Medical and Extended Health Insurance:
 - effective the first day of the month coincident with or next following the employee's date of employment ~~first complete calendar month of employment~~
- Dental, Short Term Disability, Long Term Disability and Group Life Insurance:

- effective the first of the month following the day on which they complete 10 months of duty within a consecutive 12 month period at half-time or more. Participation in these plans is mandatory upon eligibility. However, employees may waive participation in the Dental plan provided they have alternate coverage. Should their other dental coverage cease, employees must immediately apply for coverage under the College's Dental plan.

7.1.2.2 Term employees appointed on the basis of half-time or more and whose appointments span more than a calendar month each but less than one year in length have annual vacation pay, general holiday pay and Christmas holiday pay included within the per diem rate of pay (see Article 5.1, (Per Diem Rate)), sick leave and all health and welfare insurance benefits in accordance with the terms of this Agreement (excepting Article 7.13, (Payment on Death)). Eligibility periods for health, disability and life insurance benefits are as follows:

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

2. Make the following changes at the end of Article 7.1, and make the necessary consequential changes in Appendix IIIA and any other related articles:

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

7.1.2.34 Other term instructors are entitled only to annual vacation pay and general holiday pay which is included within the per diem rate of pay (see Article 5.1, (Per Diem Rate)).

Re: Union Proposal U27

Amend Article 7.8.2(d) as follows, commencing effective January 1, 2017:

- d) One eye examination every 2 years to a maximum of ~~\$75~~ \$100.

Re: Union Proposal U28

Amend Article 7.9.2(b) and (c) as follows, commencing effective January 1, 2017:

- b) prosthetics, crowns and bridges (Plan B) paying for ~~50%~~ 75% of the eligible expenses;
and
- c) orthodontics (Plan C) paying for ~~50%~~ 60% of the eligible expenses to a maximum of
~~\$2,500~~ \$3,000 per person.

Re: Union Proposal U29

Amend Article 7.10 as follows:

7.10.1 Group Life Insurance and Accidental Death and Dismemberment Insurance coverage is provided in accordance with the terms of the contract between the College and the insurance carrier.

7.10.42 The following employees shall participate in the Group Life plan:

- All regular employees shall be covered from the beginning of the first complete calendar month of employment.
- All term employees who are employed half-time or more shall be covered from the beginning of the first complete calendar month following completion of 10 months of service within a consecutive 12 month period.

7.10.23 The College will pay 100% of the cost of monthly premiums for both Group Life Insurance and Accidental Death and Dismemberment Insurance. The Group Life Insurance plan provides a benefit level of 3 times the annual maximum salary of the employee. The Accidental Death and Dismemberment Insurance plan provides a benefit of up to 3 times the annual maximum salary of the employee.

7.10.4 Group Life Insurance coverage shall be reduced by 50% when an employee reaches age 66, and to \$10,000 when an employee reaches age 70. Accidental Death and Dismemberment Insurance coverage shall be reduced by 50% when an employee reaches age 66, and shall end when an employee reaches age 70.

7.10.35 An employee who retires at or beyond the age of 55 years and who is in receipt of a pension under the provisions of the Public Sector Pension Plans Act shall continue to receive Group Life Insurance coverage in the amount of \$10,000 for a period of 5 years from the date of retirement. The premium cost of the continuing insurance shall be borne by the College.

7.10.46 Term employees who are participating in the Group Life Insurance plan, and whose appointment drops to less than one-half time, may continue on the plan, on a cost shared (50-50) basis, as long as they remain employed by the College.

7.10.57 Employees covered by Group Life Insurance as provided in this Article, may, at the time of termination of coverage, continue to receive coverage without medical proof of insurability, to the maximum benefit in effect at the time of termination of coverage. Arrangements must be made with the insurance company and employees are responsible for the payment of the entire premium cost, based on their age at the time of application.

7.10.8 The College will not reduce the benefit entitlements of the compulsory Group Life and Accidental Death and Dismemberment Insurance plan without the approval of the Association.

Re: Union Proposal U30

Amend Articles 8.4.1 and 8.4.2 (currently 8.3.1 and 8.3.2) as follows:

~~8.3.2~~ 8.4.1 Education leave is intended to provide employees with an opportunity to:

- a) pursue further post-secondary studies;
- b) pursue relevant credentials;
- c) maintain currency in their fields; or
- d) pursue other approved educational activities.

Education leave is granted through the authority of the College Board. The welfare of the College and the professional competence of employees are among the prime considerations in approving leaves for approved study or research.

~~8.3.1~~ 8.4.2 The College shall grant upon application 2.75 full-time equivalent (FTE) Education Leaves per fiscal year. One full-time equivalent is deemed to represent 12 months of time within a fiscal year.

The joint College and faculty Education Leave Committee shall review and amend, as necessary, the mutually agreed upon process and procedure for making application, including time-lines for both long-term and short-term education leaves which may modify the terms of Articles ~~8.3.6.5~~ 8.4.6.6 and ~~8.3.7.4~~ 8.4.7.4 herein.

Re: Union Proposal U31

1. Amend Articles 8.11.1 and 8.11.2 as follows:

8.11.1 In order to allow an employee nearing retirement age to prepare for retirement, and with the approval of the appropriate Vice President, the College may offer and an employee may accept ~~shall be granted~~ a leave or leaves of absence of between 3 and 12 consecutive months providing the following qualifications are met:

- a) The employee has been a regular employee for a minimum of 5 years;
- b) The employee is at least 50 years old;
- c) The employee should be on the maximum salary step, or have 10 years of service; and
- d) An appropriately qualified replacement employee, if required, is available. The ultimate replacement employee shall be identified and, wherever possible, be at the minimum step of the salary schedule.

8.11.2 A maximum of 20 employees ~~shall~~ may be granted retirement preparation leave per fiscal year. The procedure for application and allocation shall be as follows:

8.11.2.1 a) Employees shall submit written applications for retirement preparation leave not later than December 31 for the following fiscal year.

8.11.2.2 b) ~~Should the total number of leaves applied for under Article 8.11.1 exceed the maximum specified in Article 8.11.2, allocation of the 20 retirement preparation leaves shall be on the basis of seniority. Should the number of applications for retirement preparation leave for a fiscal year exceed the number of leaves the College makes available for that year, allocation of the available leaves shall be on the basis of seniority.~~

~~8.11.2.3 Should the maximum allowable number of leaves (20) not be reached through the process outlined above, further retirement preparation leaves shall be granted during the fiscal year in which the leave(s) is to commence, provided the employee submits a written application for the leave a minimum of 3 months prior to the commencement of the leave. Such leaves shall be granted on a first come, first served basis.~~

8.11.2.4 c) Eligible employees may take this leave at either 50% or 100% of full-time to a maximum of one year. Alternate time status leaves over 50% may be available subject to the scheduling requirements of the department or area.

2. Insert the following as a new Appendix:

APPENDIX
RETIREMENT PREPARATION LEAVES

(New Appendix)

LETTER OF UNDERSTANDING

The College and the Association agree that during the life of the 2014-2019 collective agreement, there shall be no retirement preparation leaves offered or granted by the College under Article 8.11.

3. Amend Article 8.10.3 (currently Articles 8.12.2 – 8.12.2.3) as follows:

~~8.12.2~~ 8.10.3 A maximum of ~~30 employees~~ 5 FTE renewal leaves shall be granted ~~renewal leave~~ per fiscal year. The procedure for application and allocation shall be as follows:

~~8.12.2.1~~ a) Employees shall submit written applications for renewal leave no later than December 31 for the following fiscal year.

~~8.12.2.2~~ b) Should the total number of leaves applied for under ~~8.12.4~~ 8.10.1 exceed ~~30~~ 5 FTE renewal leaves, the allocation of ~~30~~ 5 FTE renewal leaves shall be on the basis of seniority.

~~8.12.2.3~~ c) Should the maximum allowable quota of leaves not be reached through the process outlined above, further renewal leaves shall be granted during the fiscal year in which the leave(s) is to commence, provided the employee submits a ~~written application~~ for the leave a minimum of 3 months prior to the commencement of the leave. Such leaves shall be granted on a first-come, first served basis.

Re: Union Proposal U32/33

Amend the UH 27 green sheet as follows:

Current #	New #	Proposed Language
11.3.6	11.4.6	If the parties have not concluded their consultation discussions under Article 11.4 11.3 by the date that is ten (10) business days following the issuance of the pre-consultation notice under Article 11.3.1 (a), <u>or twenty (20) business days following the issuance of such notice if the potential reduction identified by the College involves the closure of a department or program</u> , the College may proceed to issue advance layoff notice under Article 11.6 11.4 . The issuance of advance layoff notice shall not prevent the parties' consultation discussions from continuing.

Re: Union Proposal U34

Replace Article 11.6.2.1 with the following:

Severance pay for permanent regular employees whose employment is terminated under Article 11 shall be calculated as described below. Severance pay shall be based on the employee's rate of pay on the date when notice of layoff was received.

<u>Complete Years of Employment as Permanent Regular Employee</u>	<u>Severance Pay (Months of Salary)</u>
<u>Less than 1</u>	<u>1 month</u>
<u>1 but less than 2</u>	<u>1 month, plus 1/12 month for each complete month after 1 year</u>
<u>2 but less than 3</u>	<u>2 months, plus 1/12 month for each complete month after 2 years</u>
<u>3 but less than 4</u>	<u>3 months, plus 1/12 month for each complete month after 3 years</u>
<u>4 but less than 5</u>	<u>4 months, plus 1/12 month for each complete month after 4 years</u>
<u>5 but less than 8</u>	<u>5 months, plus 1/36 month for each complete month after 5 years</u>
<u>8 but less than 11</u>	<u>6 months, plus 1/36 month for each complete month after 8 years</u>
<u>11 but less than 14</u>	<u>7 months, plus 1/36 month for each complete month after 11 years</u>
<u>14 but less than 17</u>	<u>8 months, plus 1/36 month for each complete month after 14 years</u>
<u>17 but less than 20</u>	<u>9 months, plus 1/36 month for each complete month after 17 years</u>
<u>20 or more</u>	<u>10 months</u>

Re: Union Proposal U35

Insert the following as a new Appendix:

APPENDIX INSTRUCTIONAL ASSOCIATES

(New Appendix)

LETTER OF UNDERSTANDING

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

The joint subcommittee will be established under Article 3.11, and will be comprised of at least two representatives of the College and two representatives of the Association, to a maximum of three representatives each.

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

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

Re: Union Proposal U36

Amend Article 13 and the related Appendices (as amended by the September 25, 2014 green sheet on UH34), as follows:

1. Amendments to Article 13

Current #	New #	Proposed Language
13.2.1	13.1.1	The appropriate Dean or Director shall initiate the selection/appointment process no less than 8 weeks <u>14 weeks</u> before the date of vacancy as per Article 13.3 <u>13.2</u> , (Terms of Appointment).
13.2.1.1	13.1.2	The selection/appointment process will commence with a posting for the vacant position. The posting period will be for 6 weeks <u>3 weeks</u> and will close at midnight on the closing date. A <u>change in the waiver in full, or in part, of the 6-week-3 week posting period requires the agreement of the appropriate Dean or Director College and the Association. Agreement to such a change shall not be withheld unreasonably. Where the deadline for application has been changed, all applicants shall be notified in writing.</u>
13.2.3	13.1.6	Extension of the application deadline shall be at the discretion of the appropriate Dean or Director Vice President for all postings. Where the deadline for application has been extended, all applicants shall be notified in writing of the circumstances.
13.3.1.1	13.2.2	Choice of Term Cycle At least 4 <u>7</u> months prior to the end of the current term cycle, departments may choose to change the end date of their term cycle from June 30 to December 31, or vice-versa. Any change in the end date, and the commencement of such a change, shall be determined using the process outlined in Articles 13.4.2, 13.4.3, 13.4.4 and 13.4.5 <u>13.3.5.2, 13.3.5.3, 13.3.5.4 and 13.3.5.5.</u>
13.6.6.9	5	Release of Names <u>Release of Names</u>
13.6.5	5.1	After the pre-interview meeting, but before the interview meeting, the The faculty selection committee may delegates shall seek input about internal candidates who are finalists, relative to the job description and posting from appropriate departments' or areas' faculty. The selection committee shall determine the list of faculty from whom such input will be sought, and this list shall include at least one person identified by the candidate. The input shall be sought by the chair, using questions developed by the selection committee. The chair shall report the results in confidence to the selection

		<u>committee.</u>
13.6.6.9	5.2	<u>Except as described above, names of candidates shall not be released by members of the selection committee. All short listed candidates (internal and external) shall be contacted by the chair and be asked for permission to release their names to the public. If permission is denied by any short listed candidate, the candidate's application must be considered as confidential. Candidate's permission to release their names shall be announced to the selection committee delegates by the chair.</u>
13.8.2	13.8.2	<u>The College and the Association shall co-ordinate the orientation and make every effort to ensure that instructors are oriented to the full range of the required duties and responsibilities of their new positions. Orientation sessions will normally include such topics as time management, leadership, effective communication skills, chairing effective meetings, governance processes, budget management and College operations.</u>

2. Amendments to Appendix [TBD] - Election Procedure: Department Leaders

13.5.4 – 13.5.4.1	1.4	The Chair of the election shall, within the posting period, consult with the department or area members, to set the election, to be held no later than 3 weeks <u>8 weeks</u> prior to the commencement of an appointment. Two weeks' notice of the meeting shall be given. The College shall provide clerical support to the election process.
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3. Amendments to Appendix [TBD] - Selection Committee Procedure: Department Leaders and Instructional Associates

	1.2 (new)	<u>The selection committee shall make every effort to conclude its work no later than 8 weeks prior to the commencement of an appointment.</u>
13.6.2 - 13.6.3	1.3 – 1.4	<i>No substantive changes</i>

Re: Union Proposal U37

Appendix XIV

1. Amend the preamble to Appendix XIV as follows:

The parties acknowledge that the Department Leaders provide a valuable role at the College. The current responsibilities and duties of Department Leaders vary widely across the College.

Effective on ratification of this Agreement, the total amount of Department Leader release time available for distribution is ~~5543~~ days in each fiscal year will be the greater of the following:

a) 4785.5 days; or

b) the number of days that is equal to the total number of student FTEs reported in the audited Ministry FTE Summary for the College for the previous fiscal year, multiplied by 0.696.

Any available release days over and above 4785.5 days in a fiscal year will be added to the "release days not yet allocated" category for that fiscal year only, and will be allocated using the process described in paragraph 2 below.

2. Amend sections 10-14 of the Department Leader Release Chart as follows, and renumber the remaining sections and recalculate the subtotal on page 150 accordingly:

10	Professional & Career English ESL Combined Skills	135
11	English Language Skills ESL	360
<u>10</u>	English as an Additional Language	<u>450</u>
<u>11</u> 12	TESOL TESOL	90
13	College Preparatory English ESL ESL-UT	300
14	Outreach ESL	382.5

Re: Union Proposal U39

1. Amend Article 22 as follows:

22 RETIREMENT INCENTIVE

~~(See Common Agreement, Article 11)~~

In each fiscal year during the life of the 2014-2019 collective agreement, the College shall make available to eligible employees five (5) full-time equivalent retirement incentives. The College may offer to an employee or an employee may request a choice of one of the retirement incentive alternatives as described herein, provided the employee meets the following eligibility criteria set out below. The Association shall be advised in writing of any retirement incentive offer of retirement made to an employee.

22.1 Eligibility

An employee who possesses the following qualifications shall be eligible for a retirement incentive:

- a) is a permanent regular employee at the time of retirement;
- b) is eligible for a pension under the College Pension Plan age 55 or over;
- c) has a minimum of 10 years contributory service under the Public Sector Pension Plans Act or as a permanent regular employee with the College;
- d) is on the maximum step of the salary scale; and
- e) resigns for the purpose of retirement.

22.2 Selection Criteria

In considering applications for a retirement incentive from eligible faculty, should the College determine it will be unable to offer an incentive to all who have applied, applicants with the greater combination of age and seniority shall be given preference. it will use the following criteria in ascertaining the faculty members to whom such offers should be given:

- ~~a) employees with the greater combination of age and seniority; and~~
- ~~b) in the event that 2 or more employees have the same amount of time remaining prior to retirement, then employees with greater seniority shall be given preference.~~

22.3 Application and Agreement

a) The College and the Association shall meet to design an application and selection process for retirement incentives.

~~a) b) Application is voluntary. An employee who wishes to be considered for a retirement incentive shall do so in keeping with the procedures and dates described in the College's annual "letter of interest" sent to eligible employees. Such application would then be considered a standing application for the following 12 month period. Applications must be submitted annually in response to~~

the College's "letter of interest." The Association shall be advised in writing of all applications made by employees.

b) ~~c)~~ An employee has the right to accept or decline a retirement incentive offer made by the College within 30 days of the offer being proposed unless that period is extended by mutual agreement.

c) ~~d)~~ In the event of acceptance of an offer of a retirement incentive, an employee's date of retirement shall be effective on a date mutually agreed upon between the employee and the appropriate Vice President, ~~in keeping with legislation and the maintenance of full years to age 65 upon which the incentive was calculated.~~ All earned vacation entitlements (other than the "banked" 11 day credit preserved by some employees) shall be utilized prior to the date of retirement.

d) ~~e)~~ The individual retirement incentive agreement shall be in writing and shall specify the retirement date, the ~~agreed upon incentive option, payment dates and specific dollar amount of the incentive, and the payment date.~~ The Association shall be copied on all agreements.

22.4 Retirement Incentive and Reduction Sequence

a) Where it is deemed possible to offset the impact of Article 11.5, (Reduction Sequence), through the offering of a retirement incentive to an employee (who qualifies as per Article 22.1, (Eligibility)), an incentive shall be offered if the cost of such incentive is the same as or no more than the cost that would be incurred through layoff or transfer of another regular employee.

b) Such offers may be made at any time during the year and need not be part of the exercise described in Article 22.3, (Application and Agreement).

c) Notwithstanding the possibility of effecting a retirement, advance notification of layoff or transfer pursuant to Article 11, (Reduction, Severance Pay and Recall) may be given to the affected regular employee while the employee to whom a retirement incentive has been offered is considering that offer.

22.5 Retirement Incentive Amount Alternatives and Method of Incentive Payment

The amount of a full-time equivalent retirement incentive shall be \$45,000, less deductions required by law. This amount shall be prorated for eligible part-time employees, based on the percentage of the employee's part-time regular appointment.

The College will structure each incentive payment in accordance with the retiring employee's lawful instructions, subject to the College's statutory obligations.

a) Lump Sum Payments

~~The retiring allowance shall be paid in annual instalments, to a maximum of 3 instalments of one-third of annual salary, to be paid on agreed upon dates acceptable to the employee and shall be based on scale salary* without allowances at the date of retirement (i.e. last day worked) in the following amounts:~~

Full Years to Age 65 _____ Payout

1 _____ 20% of annual salary

Vancouver Community College – and – VCCFA Collective Bargaining

2	40% or annual salary
3	60% or annual salary
4	80% or annual salary
5	or more 100% or annual salary*

~~* This amount could be subject to change by virtue of a new or renewed Collective Agreement that provided a salary increase applicable on the last day worked.~~

~~b) Monthly Payments~~

~~The retirement allowance determined in keeping with the above shall be paid into a pre-designated Registered Retirement Savings Plan (within legislated allowable levels) or Trust Fund in the name of the retired employee, to provide, at the discretion of the retired employee, a bridging pension income on or after age 55.~~

~~Payments in the Plan or Trust Fund shall be made monthly and shall be in the amount of 20% of the retiring employee's pre-retirement monthly salary without allowance, and shall continue until the full retirement allowance is paid or, in the case of a Registered Retirement Savings Plan, until the legislated allowable limit for deposit has been reached or until the full retirement allowance is paid, whichever comes first. In the event the legislated allowable limit for deposit is reached and payments remain outstanding, the remaining funds will be payable as a lump sum to the retired employee in accordance with Article 22.5(a) above.~~

~~Payments into the Plan or Trust Fund shall commence on the first day of the month coincident with, or next following, the date of early retirement. In the event the retired employee dies prior to the full retirement allowance being paid into the Plan or Trust Fund, any payments outstanding shall be payable by the College in a lump sum amount to the estate of the deceased.~~

22.6 Protection of Medical Benefit Coverage

~~a) Retiring employees in receipt of a pension may obtain Basic Medical, Dental and Extended Health benefit coverage through the Pension Corporation when filing a claim for pension.~~

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

~~b) Retiring employees not immediately commencing receipt of a College pension may elect to continue their Basic Medical, Extended Health and Dental benefit coverage* through the College during the period preceding receipt of pension, but in any event, not longer than 5 years following retirement, provided that:~~

- ~~i) written notification of the intent to continue these benefits is provided to Human Resources 6 weeks prior to date of early retirement;~~
- ~~ii) the individual maintains B.C. residency; and~~
- ~~iii) the participant prepays all premium costs.~~

* Coverage for retirees will be under a separate group at a reduced level and may be subject to a higher premium.

22.7 Financial Counselling

Each employee who is offered a retirement incentive is entitled to receive personal financial counselling conducted by a firm of qualified financial consultants selected by the College. A lifetime total of 3 hours of consultation is available and the fees for such consultation(s) will be paid by the College. After obtaining the necessary Certificate of Entitlement from Human Resources, each employee will be free to schedule these consultations in whatever manner is most beneficial or convenient to that employee.

In addition, each employee who is offered a retirement incentive is eligible to attend one of several College-sponsored pre-retirement planning workshops held annually.

Re: Union Proposal U49

Amend Appendix XXIV as follows:

APPENDIX XXIV

CURRICULUM DEVELOPMENT FUNDS

LETTER OF UNDERSTANDING

The College will ensure that faculty representatives are included on any committee established by the College to discuss and approve curriculum development proposals for the use of curriculum development funds.

Re: Union Proposal U51

Insert the following as a new Appendix:

APPENDIX TEACHING AND LEARNING SUPPORT

(New Appendix)

LETTER OF UNDERSTANDING

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

The joint subcommittee will be established under Article 3.11, and will be comprised of at least two representatives of the College and two representatives of the Association, to a maximum of three representatives each.

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

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

Re: Union Proposal U53

1. Throughout the local collective agreement, use the word “faculty” or “faculty member” to describe a member of the bargaining unit. Accordingly, replace “employee” and “instructor” with “faculty” or “faculty member”, except where “instructor” is intended to refer to instructional faculty only (e.g., in the second recital on page 1).
2. Delete the definitions of “Employee” and “Instructor”.
3. Insert the following as a new definition:

2.x Faculty Member

“Faculty member” or “faculty” means a person or persons employed in the bargaining unit represented by the Association.

4. In the definitions of “Auxiliary”, “Permanent Regular”, “Probationary Regular”, and “Term”, insert the word “faculty members” immediately after the word(s) in quotation marks in the first line. For example, in Article 2.2 the subtitle would remain the same, but the first line would be amended to read: “Auxiliary” faculty members are those employed for unspecified periods...
5. In Article 2.2, add Article 31 - Academic Freedom to the chart.

Re: Union Proposal U54

To reflect the addition of Family Day to the collective agreement as a statutory holiday in the last round of bargaining, change the number of duty days from 202 to 201 for the purposes of determining:

- the amount the Union must pay to the College as reimbursement for employees who take union leave: Article 3.6.3(b);
- the maximum number of duty days an employee may accrue in a fiscal year for the purpose of regularization: Article 4.9.3;
- the per diem rate for term and auxiliary employees: Article 5.1 – see also Articles 5.3.2, 5.3.3, 5.4.1 and 5.4.2 and Appendix I;
- the salary increment date for part-time employees: Article 5.7.2; and
- the seniority of term employees: Article 10.1.4.2 and Appendix IV.

Re: Union Proposal U55

Amend Article 3.9.4(f) as follows:

f) number of term appointments issued annually.*

* College will provide by December 31, 2016 ~~once computerized system is available.~~

Re: Union Proposal U56-58

Amend Article 17 as follows:

17 PERFORMANCE REVIEW OF PERMANENT REGULAR EMPLOYEES COMMITTEE

17.1a) Where there are concerns regarding the performance of a regular instructor, the following steps shall be taken to address such concerns.

Step 1: Performance Support Committee

17.2 A Performance Support Committee, made up of the Vice President or delegate, the instructor, and a representative of the Association and Human Resources shall meet to discuss the performance concerns.

17.3 b) ~~Any one of the Vice President, the instructor or the Association representative may request~~ If the members of the Performance Support Committee agree that an appraisal may be useful for the purpose of their discussions, an appraisal shall be conducted as promptly as possible, using the process established in Appendix VI, (Guidelines for the Performance Appraisal of Permanent Regular Instructors) except as amended by Article 17.4 17.1(c) and (d) below.

17.4 e) Where an appraisal is conducted, the methods of appraisal shall consist of student questionnaires and a self appraisal. The administration of any The student questionnaires under this Article will be invigilated by a person mutually agreed to between the Vice President or delegate and the Association. Institutional Research will tabulate the data and return copies of the questionnaires and the data summary to the Performance Support Committee Vice President, the instructor and the Association representative. d) ——— The results of such an the appraisal will be used by the Performance Support Committee 3 parties in any for the purpose of their problem solving discussions under Article 17.2, and shall not be used for any other purpose.

17.52 ~~Prior to referral to a performance review committee, the appropriate Vice President, the instructor and the Association President or delegate, shall meet and The Performance Support Committee shall determine if a plan of action is necessary, and if so shall endeavour to agree upon a plan of action to remedy the concerns, and a timeline for completion of that plan. This stage shall not last more than 5 duty days but may be extended with the mutual agreement of the parties. If agreement is reached, it shall be in writing and signed by all members of the Performance Support Committee 3 parties. Referral to a performance review committee shall, in such instances, be deferred pending the outcome of the action plan. If agreement cannot be reached on the terms of the action plan, or if the action plan does not remedy the performance concerns, the matter shall be referred to a Performance Review Committee performance review committee.~~

Step 2: Performance Review Committee

- 17.63 The Performance Review Committee ~~performance review committee~~ shall consist of the nominee of the appropriate Vice President, as chair, an instructor from the same or related area chosen by the instructor being reviewed, an instructor from outside the department or area named by the Association and an instructor ~~at large named~~ from the same or related area elected by the members of the department or area by secret ballot. The Performance Review Committee ~~performance review committee~~ shall not include a person who intends to make a submission to the Performance Review Committee ~~committee~~.
- 17.7 The Vice President or delegate shall provide the Performance Review Committee with a summary of the performance concern(s) discussed by the Performance Support Committee, a copy of any action plan that was prepared under Article 17.5, and the outcome of such action plan. The summary will also be distributed to the members of the Performance Support Committee.
- 17.85 The Performance Review Committee shall conduct a summative evaluation of the instructor's performance. The ~~committee~~ Performance Review Committee shall solicit and receive written and signed submissions from the instructor concerned and from others who have observed the instructor's performance. Where instructional competence is the concern, each member of the ~~committee~~ Performance Review Committee shall make at least one independent observation of the performance of the instructor concerned. Two of the independent observations shall be unannounced and the remainder with 3 duty days' notice. There shall be a minimum of 4 observations in total.
- 17.94 To ensure impartiality, consistency and confidentiality, all submissions, classroom observations, reports and minutes of ~~committee~~ Performance Review Committee meetings, etc. shall be placed in an Evaluation File, together with the materials described in Article 17.7. The Evaluation File shall not contain any other written submission or report predating the formation of the Performance Review Committee ~~performance review committee~~. Only the instructor concerned and the members of the Performance Review Committee ~~performance review committee~~ shall have access to the Evaluation File during the proceedings of the Performance Review Committee ~~performance review committee~~. The instructor shall be given the opportunity to respond to any submissions contained in the Evaluation File and any such responses shall be included therein.
- 17.106 All discussions and information pertaining to the proceedings of the Performance Review Committee ~~performance review committee~~ shall be held in the strictest confidence.
- 17.117 The Performance Review Committee ~~performance review committee~~ shall submit a report of its findings, without recommendation, to the appropriate Vice President within 2 months of being officially constituted. This time period may be adjusted ~~extended~~ with the mutual agreement of the College and the Association ~~appropriate Vice President and the instructor concerned~~.
- 17.128 The report of the Performance Review Committee ~~performance review committee~~ shall be based upon only upon the materials in the Evaluation File

and upon the criteria for evaluation described in Appendix VII (Guidelines for the Evaluation of Term and Probationary Regular Employees). Following criteria:

- ~~Instructional Competence;~~
- ~~Contribution to Students;~~
- ~~Professional Competence; and~~
- ~~Participation in the department, School or Centre and the College.~~

17.139 The Performance Review Committee ~~committee~~ shall also consider any extenuating circumstances relating to the concerns which may have affected the performance of the instructor.

17.1410 The instructor concerned shall receive a copy of the report of the Performance Review Committee ~~committee~~ duly signed by all members at least 10 working days in advance of its formal submission to the appropriate Vice President to allow the instructor concerned the opportunity to make a written response to the Performance Review Committee committee. Any written response shall be included in the Evaluation File.

17.1514 The report(s) of the Performance Review Committee performance review committee shall be included in the Evaluation File of the instructor concerned. The contents of the Evaluation File shall be included in the official Personnel File of the instructor and shall be considered by the College President in determining an appropriate course of action.

Re: College Proposal C2

1. Cancel the February 23, 2012 Letter of Understanding “Re: Auxiliary Time Sheet Work or Term Appointments”.
2. Amend the definitions of “Auxiliary” and “Term” in Article 2 as follows:

2.2 Auxiliary

“Auxiliary” employees are those employed:

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

Where an auxiliary employee's appointment exceeds ~~Auxiliary employment shall not normally exceed~~ 19 consecutive duty days, the employee will be issued a term appointment for the remainder of that work assignment, and the College will count retroactively the 19 duty days toward regularization. Auxiliary employees are covered by the following provisions:

[retain current chart – as amended by U53 above]

2.20 Term

2.20.1 “Term” employees are those employed:

- a) appointed under written appointments of employment for specified periods which stipulate starting and ending dates, where the length of the appointment is more than 3 duty days; or
- b) for unspecified periods where it is known in advance that the period of the assignment will exceed 19 duty days in duration.

2.20.2 A term appointment does not obligate the College to offer ~~nor~~ or the employee to accept subsequent reappointment except as provided in Article 4.8.4 (3) (Appointment Sequence) and Article 4.8, (Procedures for Term Appointments).

This provision will not affect the appointment of an instructor eligible for regular appointment in keeping with the provisions of Article 4.9, (Change in Type of Appointment).

Re: College Proposal C11

1. Amend Articles 11.5.2.1 through 11.5.2.3, as follows:

- 11.5.2.1 Within one week of having received notice of layoff, employees the employee shall identify area(s) to which ~~they wish~~ the employee wishes to be considered for transfer.
- 11.5.2.2 The College shall reply within one week as to whether or not the employee meets the hiring criteria of the area(s) being considered for ~~transfer identified by the employee under Article 11.5.2.1.~~
- 11.5.2.3 By the end of the third week following notice of layoff, employees the employee shall ~~confirm their choice of area to which they may be transferred~~ select an area for which the employee is qualified as identified by the College under Article 11.5.2.2. and the transfer shall be ~~affected~~ effected by the College.

2. Amend Articles 11.5.3.1 through 11.5.3.3, as follows:

- 11.5.3.1 Within one month of having received notice of layoff, employees the employee shall identify area(s) to which ~~they wish~~ the employee wishes to be considered for transfer.
- 11.5.3.2 The College shall reply within 2 weeks as to whether or not the employee meets the hiring criteria of the area(s) being considered for ~~transfer identified by the employee under Article 11.5.3.1.~~
- 11.5.3.3 By the end of the second month following notice of layoff, employees the employee shall ~~confirm their choice of area to which they may be transferred~~ select an area for which the employee is qualified as identified by the College under Article 11.5.3.2. and the transfer shall be ~~affected~~ effected by the College.

Re: College Proposal C17(b)

Amend Appendix XXVI (Retirement and Succession Issues), as follows:

APPENDIX XXVI RETIREMENT AND SUCCESSION ISSUES

~~(New Appendix)~~

LETTER OF UNDERSTANDING

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

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

The joint subcommittee will be established under Article 3.11, and will be comprised of at least two representatives of the College and two representatives of the Association, to a maximum of three representatives each.

The goal of the joint subcommittee will be to complete its discussions and provide a report to the parties outlining its findings and recommendations by December 31, 2015 ~~January 30, 2014~~.

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

Re: College Proposal C17(c)

Amend Appendix XXVII (Movement from Semi-monthly to Bi-weekly Pay Periods) as follows:

APPENDIX XXVII

MOVEMENT FROM SEMI-MONTHLY TO BI-WEEKLY PAY PERIODS

(New Appendix)

LETTER OF UNDERSTANDING

The College and the Association agree to the following transitional provisions, to facilitate the implementation of a bi-weekly payroll cycle for faculty:

1. ~~_____ The College shall engage in discussions with the Association regarding the manner and timeframe in which the implementation of biweekly payroll shall be effected, and shall put on information sessions for the affected employees to explain the new payroll system and answer any questions they may have about it.~~
2. ~~_____ The College will provide the Association with at least 60 days' notice before biweekly payroll is implemented. Such implementation shall not occur before September 1, 2013.~~

3. _____

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

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

Schedule “B”

VCC/VCCFA Collective Bargaining

Tentatively Agreed

Date: Sept. 18/2014

940an

UH 3 Article 3.4.3 Delete "Notwithstanding the provisions of Article 3.4.2", and rearrange remainder of article to read as follows: "Absences of the Chief Steward for meetings with representatives of the College pertaining to grievance and/or contract administration shall be with pay and benefits. For the purposes of this Article, the representative of the College shall be the appropriate Vice President or delegate. For other absences of the Chief Steward, the Association shall reimburse the College as per Article 3.6 (Association Business)"

UH 8 Article 5.6 Change title to 'Initial Step Placement'

UH10 Article 5.6.4 Insert into first and third sentence the word 'step' between 'initial' and 'placement'

UH11 Article 5.6.5 Change title to 'Initial Step Placement Formula'

UH12 Article 5.6.8 Change title to 'Initial Step Placement Review'

UH15 Article 5.10 Move and insert as a footnote to Appendix I

UH16 Article 6.6.8 Add the subheading 'Professional Development Funds' for Article 6.6.8

UH24 Article 10 ~~Move reference 'See also Common Agreement' to article 10.2.1 (Not Agreed)~~

UH25 Article 10.1.3 Merge 1st and 4th items as item (a). List using indicators (a), (b), (c). Remove 'in any event' from new point (a)

UH26 Article 10.2 Change title to 'Accrual, Retention or Loss of Seniority'

UH28 Article 11.5.3.3 Change 'affected' to 'effected'

UH29 Article 11.6 Move orphan sentence: 'Employees who take severance pay shall forfeit all rights to recall.' and renumber as 11.6.1.6

UH32 Article 12 Change Dean to 'Dean or Director' throughout

UH33 Article 12.5 Add after title: See also Common Agreement LOU 9 - Expedited Arbitration

UH41 Article 23 Insert into first sentence: '(Discrimination in Employment)' after 'section 13'

UH42 Article 23 Insert comma after word 'creed' in the last line

UH43 Article 24.3.1 Renumber as 24.4 and renumber remainder accordingly.

Amend note at beginning of Article 24 to read: "(See also Common Agreement, Article 2 and LOU 4)"

UH45 Article 25.1.1 (b) (c) Update position title by changing 'Coordinator of Occupational Health and Safety' to 'Occupational Health and Safety Coordinator'

UH46 Article 25.1.1 (c) Remove 'is' and replace with 'are'

UH47 Article 27

Add numbering: 27.1 'The College shall...' and 27.2 'To the extent...'

UH63

Appendix XII: Change "LOU 6 of Common Agreement effective April 1, 2004 to March 31, 2007" to "Article 16 of the Common Agreement".

UH64

Appendix XXXIII:

Correct typo in number 2, line 1 '(t)each'

For VCCFA

For College

Date: Sept 24/2014

Time: 9:50 am

Tentatively Agreed (Housekeeping)


UH13 and UH 19-23

Current #	New #	Proposed Language
5.7.7	5.8	Increments and <u>the Provincial</u> Instructor Diploma
5.7.7	5.8.1	<p>Pursuant to Article 9.5 Instructor Diploma or Equivalent, instructors Instructors must complete the "Provincial Instructor Diploma" or equivalent in order to obtain their 4th salary increment from the time they joined the instructional staff or in order to obtain the top step of the salary scale in Appendix I, (Salary Schedule).</p> <p>The College considers the following to be the equivalent of the Provincial Instructor Diploma:</p> <ul style="list-style-type: none"> • valid B.C. Professional Teaching Certificate; • VCC's Teaching English to Speakers of Other Languages (TESOL) Diploma (formerly known as Teaching English as a Second Language (TESL) Certificate); and <p>others as determined by the Vice President or delegate.</p>
9.1 / 9.1.1	5.8.2	<p>The Provincial Instructor Diploma Program consists of the following component parts:</p> <ul style="list-style-type: none"> • Instructional and Curriculum Design; • Elements of Instruction; • Use and Design of Instructional Media; and • Evaluation of Learning and Instruction. <p>The College and the Association recognize that the components of the <u>Provincial</u> Instructor Diploma Program may be changed by the appropriate Ministry from time to time.</p>

9.1.2	5.8.3	<p>The College considers the following to be the equivalent of the Provincial Instructor's Diploma:</p> <ul style="list-style-type: none"> • valid B.C. Professional Teaching Certificate; • VCC's Teaching English to Speakers of Other Languages (TESOL) Diploma (formerly known as Teaching English as a Second Language (TESL) Certificate); and • others as determined by the Dean or Director Vice President or delegate.
9.2	5.8.4	<p>At the time of their initial appointment, new instructors shall receive written notification regarding their status with respect to the <u>Provincial</u> Instructor's Diploma or equivalent. The notification shall include the following information:</p> <ol style="list-style-type: none"> a. the components of the <u>Provincial</u> Instructor's Diploma or their equivalents, if any, that the instructor is determined to have completed; b. the rationale used in the determination; and c. the components of the <u>Provincial</u> Instructor's Diploma or their equivalents, if any, that the instructor must complete in order to acquire the total credential.
9.3	5.8.5	<p>Upon completion of one year's service, <u>an</u> instructor's progress toward acquisition of total credentials the <u>Provincial Instructor Diploma</u> or their equivalent shall be monitored and the instructor shall be advised.</p>
5.7.7.1	5.8.6	<p>For the purpose of obtaining the 4th increment, some assignments where instruction is not the major activity will be granted exemptions from meeting the <u>Provincial</u> Instructor Diploma requirement by the appropriate Vice President or delegate. Such exemptions will be granted only where the individual meets the hiring criteria. For example, in the case of Librarians and Counsellors, a Masters in Library Science and a Masters in Counselling Psychology will respectively be deemed equivalent to qualify an instructor for an exemption.</p>
5.7.7.2	5.8.7	<p>Instructors who are granted exemptions and who subsequently transfer to an assignment where instruction is the major activity will be required to obtain the <u>Provincial</u> Instructor Diploma or equivalent in order to obtain their 4th salary increment calculated from the date of transfer to the teaching assignment.</p>
9.5	5.8.8	<p>Instructors on staff who have been denied their 4th increment because they have not obtained the <u>Provincial</u> Instructor's Diploma or its equivalent (see Article 5.7.7 (Increments and Instructor's Diploma)), will be considered "frozen". In any event, instructors will be denied their increment to the top step of the salary scale without the <u>Provincial</u> Instructor's Diploma certificate or equivalent and will be considered "frozen" until they complete the <u>Provincial</u> Instructor's Diploma or its equivalent. Instructors will be granted the next increment level, effective the first of the month immediately following receipt by Human Resources of reasonable proof of completion of the <u>Provincial</u> Instructor's Diploma or the certification of its equivalent.</p>
9.6	5.8.9	<p>Notwithstanding the above, the date for other increments shall remain as outlined in Article 5.7,</p>

		(Increments).
9.4	5.8.10	In the event instructors are dissatisfied with the evaluation under the provisions of this Article, they may re-submit their credentials to the appropriate Vice President for re-evaluation.



For the College

For the VCCFA

Date: Sept 25/2014

Time: 9³⁵ am

Tentatively Agreed
(Housekeeping)

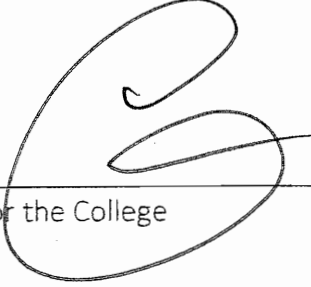
UH17

Current #	New #	Proposed Language
7	7	BENEFITS <i>No changes to preamble</i>
7.1	7.1	Entitlement to Benefits: <u>Regular Employees</u>
7.1.1		<u>Regular Employees</u>
7.1.1.1	7.1.1	<i>No changes</i>
7.1.1.2	7.1.2	<i>No changes</i>
7.1.2	7.2	<u>Entitlement to Benefits: Term Employees</u>
7.1.2.1	7.2.1	<i>No changes</i>
7.1.2.2	7.2.2	<i>No changes</i>
7.1.2.3	7.2.3	<i>No changes</i>
7.2	7.3	Annual Vacation
7.2.1	7.3.1	<u>Number of Vacation Days</u> The annual vacation in a complete fiscal year for all regular instructors is 44 duty days (equivalent to 220 hours) and pro-rata.
7.2.2		<u>Scheduling of Vacation</u>
7.2.2.1	7.3.2	<i>No changes</i>
7.2.2.2	7.3.3	<i>No changes</i>
7.2.2.3	7.3.4	<i>No changes</i>

7.2.2.4	7.3.5	No changes
7.2.2.5	7.3.6	No changes
7.2.2.6	7.3.7	No changes
7.2.3	7.4	Vacation Credit Accrual
7.2.3.1	7.4.1	No changes
7.2.3.2	7.4.2	No changes
7.2.3.3	7.4.3	No changes
7.2.3.4	7.4.4	No changes
7.2.3.5	7.4.5	No changes
7.2.4	7.4.6	No changes
7.3	7.5	Statutory Holidays
7.3.1	7.5.1	No changes
7.3.2	7.5.2	No changes (table to be updated)
7.4	7.5.3	Observance of Statutory Holidays When a statutory holiday occurs on a Saturday or Sunday, the following Monday shall be deemed to be a holiday(s) in lieu thereof.
7.5	7.6	Christmas Holiday
7.5.1 / 7.5.2	7.6.1	A Christmas holiday shall be granted from December 24 to New Year's Day inclusive as a minimum, and exclusive of the statutory holidays, which fall on a weekday within this period. 7.5.2 When Christmas Day and/or Boxing Day fall on a Saturday and/or Sunday, the duty day(s) prior to December 24 shall be deemed to be a holiday(s) in lieu thereof.
7.6	7.7	Sick Leave Credit Accrual (See also Article 8.4, (Illness or Injury Covered by Workers' Compensation (Regular and Term Employees) and Article 8.5, (Illness or Injury Not Covered by Workers' Compensation))
7.6.1 – 7.6.8	7.7.1 – 7.7.8	No changes
	7.8	Sick Leave
8.5.1	7.8.1	Absence resulting from illness or injury not covered by Workers' Compensation shall be with pay for a period not exceeding the employee's accrued sick leave credit. See also Article 8.9.1, (Maternity Leave and Parental Leave); Article 8.9.2, (Parental Leave); Article 8.10.1, (Adoption Leave) and Article 7.6 7.7, (Sick Leave Credit Accrual).

8.5.2	7.8.2	In keeping with the provisions of the salary indemnity insurance contract with the insuring company, any amount of sick leave benefits paid under this Article that is ultimately recovered under a contract of motor vehicle insurance shall be repaid to the College by either the motor vehicle insurance company or by the employee concerned and the corresponding number of sick leave credits shall be restored to that employee.
8.4.1	7.8.3	If an employee is entitled to Workers' Compensation benefits, such benefits are to be paid directly to the College. In turn the College shall make corresponding payment to the employee thus ensuring all employee benefits and pension benefit coverage and, in addition, pay to the employee the difference between the benefit and salary.
7.7	7.9	Short Term Disability
7.7.2		Short Term Disability Benefit (See Appendix XVIII, (Payment of Benefit Premiums During Disability))
7.7.2.1	7.9.1	Short-term Disability coverage is provided in accordance with the terms of the contract with the insuring company on the following general basis: a) amount of benefit - 70% of salary to a maximum of \$800 per week; b) duration of benefit - 52 weeks; and c) benefit effective - upon expiration of sick leave credit or after 10 working days, whichever last occurs.
7.7.2.2	7.9.2	The premium cost of Short-term Disability coverage shall be borne entirely by employees and shall be paid by means of payroll deduction.
7.7.1	7.9.3	Sick Leave Advance for Short Term Disability Transition 7.7.1.1 a) Upon becoming ill, permanent employees who have insufficient sick leave credits to accommodate the 10 working day waiting period to be eligible for short term disability benefits will be given an advance up to the required 10 days. 7.7.1.2 b) Term employees will be advanced the number of sick leave credits they would earn to the end of their appointment to a maximum of 10 days.
7.7.3	7.10	Long Term Disability
7.7.3.1	7.10.1	No changes
7.7.3.2	7.10.2	No changes
7.7.4	7.10.3	No changes
Appendix XVIII	7.11	Payment Of Benefit Premiums During Disability
Appendix XVIII	7.11.1	The College will pay the premiums for benefits on behalf of employees who are receiving Short

		<p>Term Disability or Long Term Disability benefits. The benefit premiums covered are:</p> <ul style="list-style-type: none"> • Group Life Insurance, where Sun Life <u>the insurer</u> does not provide a premium waiver; • MSP; • Extended Health; • Dental Plan; • Long Term Disability; and • Short Term Disability.
	7.12	Medical Certificates
8.4.2 / 8.5.3	7.12.1	<p>Any employee absent because of illness or injury covered by Workers' Compensation may be required, upon being given advance notice, to produce a certificate from a duly qualified medical practitioner licensed to practice certifying that such employee is unable to carry out their duties due to illness or to confirm their fitness to return to work.</p> <p>Any employee absent because of illness may be required, upon being given advance notice, to produce a certificate from a duly qualified medical practitioner licensed to practice certifying that such employee is unable to carry out their duties due to illness or to confirm their fitness to return to work.</p>
8.5.4	7.12.2	Medical certificates will normally be requested only where an absence exceeds 5 days or where it appears that a pattern of constant or frequent absences from work is developing.
7.8	7.13	Health Insurance <u>Plans</u>
7.8.1 – 7.8.3	7.13.1 – 7.13.3	No changes
7.9 – 7.17	7.14 – 7.22	No changes



For the College



For the VCCFA

Vancouver Community College – and – VCCFA Collective Bargaining

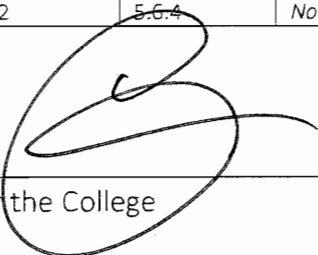
Date: Sept 25/2014

Time: 9³⁶ am


Tentatively Agreed
(Housekeeping)

UH9

Current #	New #	Proposed Language
5.6	5.6	Initial Step Placement
5.6.1	5.6.1	No changes
5.6.4	5.6.2	No changes
5.6.3	5.6.3	No changes
5.6.2	5.6.4	No changes



For the College



For the VCCFA

Date: Sep 25/2014

Time: 9:37 am

**Tentatively Agreed
(Housekeeping)**

UH1: In Article 2:

- Amend the definition of "Dean" as follows:

A "Dean" is a Dean ~~of~~ employed by the College. This person shall not be a member of the Association.

- Amend the definition of "Director" as follows:

A "Director" is ~~the Director, Library and Learning Resources of~~ a Director employed by the College. This person shall not be a member of the Association.

UH24: In Article 10:

- Delete "See also Common Agreement" in the preamble.
- Amend Article 10.2.1 as follows:

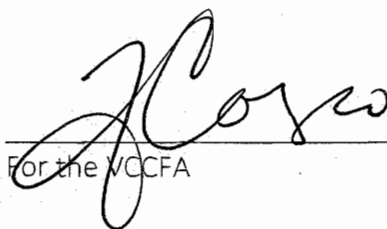
Regular and term employees shall retain and accrue seniority while in the employ of the College. (See Common Agreement, Article 7.3)

UH 48: Move Article 30 to the end of Article 7, as follows:

7.18 Professional Memberships / Licences

Where the College requires, as a condition of employment, that a regular employee maintain a specified professional association membership or licence, the College will pay the annual dues or annual licencing fees required to maintain such membership or licence.



For the College

For the VCCFA

Date: Sept 25/2014

Time: 2:02 pm

Tentatively Agreed
(Housekeeping)

UH34

Current #	New #	Proposed Language
13	13	SELECTION AND APPOINTMENT OF DEPARTMENT LEADERS AND INSTRUCTIONAL ASSOCIATES, DEPARTMENT HEADS, ASSISTANT DEPARTMENT HEADS AND COORDINATORS
13.2	13.1	Posting
13.2.1	13.1.1	<i>No changes</i>
13.2.1.1	13.1.2	<i>No changes</i>
13.2.2	13.1.3	The posting shall indicate the procedure being used to fill it and the internal or external status of the competition. The posting shall be available <u>on the College website in the public area within the department, School or Centre*</u> and areas concerned throughout the process. * Schools and Centres are noted in Appendix II, (Areas)
13.2.2.1	13.1.4	<i>No changes</i>
13.2.2.2	13.1.5	<i>No changes</i>
13.2.3	13.1.6	<i>No changes</i>
13.2.4	13.1.7	<i>No changes</i>
13.3	13.2	Terms of Appointment Term of Appointment
13.3.1 – 13.3.4.1	13.2.1 – 13.2.7	<i>No changes</i>
	13.3	Selection of Department Leaders
13.1.1	13.3.1	For Department Heads, Assistant Department Heads and Coordinators I and II, the selection/appointment process shall include either a selection committee or an election procedure. Department Leaders shall be selected either by election or by selection committee.
13.4.7	13.3.2	Departments or areas of 3 or fewer full-time equivalent instructors shall only use selection committees to <u>select their Department Leaders.</u>

	13.3.3	The election procedure for Department Leaders appears in Appendix [TBD].
	13.3.4	The selection committee procedure for Department Leaders appears in Appendix [TBD].
13.4	13.3.5	Choice of Selection Method for Department Heads, Assistant Department Heads and Coordinators Choice of Selection Method for Department Leaders
13.4.1	13.3.5.1	No changes
13.4.2	13.3.5.2	The choice made under the terms of this Article shall remain in force unless changed by secret ballot of the instructors concerned at a meeting called under the terms of Article 13.4 13.4.5, (Choice of Selection Method for Department Leaders Heads, Assistant Department Heads and Coordinators). Such a change requires a two-thirds majority of those voting to be effected.
13.4.3 – 13.4.6	13.3.5.3 – 13.3.5.6	No changes
	13.4	<u>Selection of Instructional Associates</u>
13.1.2	13.4.1	For Instructional Associates, the selection/appointment process shall be by selection committee. Instructional Associates shall be selected by selection committee.
	13.4.2	The selection committee procedure for Instructional Associates appears in Appendix [TBD].
13.7	13.5	Appointment Process for both Selections and Elections <u>Appointment of Department Leaders and Instructional Associates</u>
13.7.1 – 13.7.2.2	13.5.1 – 13.5.4	No changes
	13.6	<u>Employment Status and Time Status</u>
13.1 / 13.1.3	13.6.1	An Instructional Associate, Department Head, Assistant Department Head or Coordinator must simultaneously be a full-time regular instructor. However, an An applicant does not have to be a full-time regular instructor at the time of the interview. The applicant, if appointed to the posted position, shall automatically become a full-time regular instructor at the time of appointment.
13.12	13.6.2	Service as Instructors Service as an Instructional Associate, Department Head, Assistant Department Head, or Coordinator shall be considered as service as an instructor. The appointment as an Instructional Associate, Department Head, Assistant Department Head or Coordinator ceases when the appointee is no longer a full-time regular instructor.
13.9	13.7	<u>Instructional Workload</u> Lead
13.9.1	13.7.1	A Department Head normally shall normally instruct one-half of full-time.

13.9.2	13.7.2	An Instructional Associate, Assistant Department Head or Coordinator shall not normally instruct <u>less than</u> full-time.
13.9.3	13.7.3	The determination of <u>the</u> actual instructional time for each instructor with responsibility appointments outlined in Article 13, (Selection and Appointment of Instructional Associates, Department Heads, Assistant Department Heads and Coordinators), <u>Instructional Associate, Department Head, Assistant Department Head or Coordinator</u> will be made by the appropriate Dean or Director in consultation with the individual involved in order to meet the needs of the School or Centre or department in question.
13.8	13.8	Orientation Leave
13.8.1 – 13.8.2	13.8.1 – 13.8.2	<i>No changes</i>
13.10	13.9	Acting Capacity
13.10.1 – 13.10.5.1	13.9.1 – 13.9.9	<i>No changes</i>
13.11	13.10	<u>New Department Leader or Instructional Associate Positions with Responsibility Allowances</u>
13.11.1 – 13.11.3.1	13.10.1 – 13.10.5	<i>No changes</i>

New Appendix

13.5	Appendix [TBD]	Election Procedures and Procedural Guidelines for the Election of Department Heads, Assistant Department Heads and Coordinators <u>Election Procedure: Department Leaders</u> (See Article 13.3) The election of instructors to fulfill the responsibilities of Department Head, Assistant Department Head, Coordinator I or Coordinator II shall be conducted as per the procedural guidelines in this Article.
	1	<u>Position Posting</u>
13.5.1 – 13.5.3	1.1 – 1.3	<i>No changes</i>
13.5.4 – 13.5.4.1	1.4	The Chair of the election shall, within the posting period, consult with the department or area members, to set the election, to be held no later than 3 weeks prior to the commencement of an appointment. Two week's <u>weeks'</u> notice of the meeting shall be given. 13.5.4.1 The College shall provide clerical support to the election process.
13.5.5 – 13.5.7.1	1.5 – 1.8	<i>No changes</i>
13.5.8	2	Election Meeting <u>Election Meeting</u>
13.5.8.1 – 13.5.8.3	2.1 – 2.3	<i>No changes</i>
13.5.9	3	Voting Process <u>Voting Process</u>
13.5.9.1	3.1	<i>No changes</i>
13.5.9.2 – 13.5.9.3	3.2	Valid ballots shall be marked with the name of the candidate chosen or the word "no" if no candidates are deemed satisfactory; when there is only one candidate, ballots shall be marked either "yes" or "no". 13.5.9.3 Any spoiled or blank ballots shall not be considered valid.
13.5.9.4 – 13.5.12	3.3 – 3.12	<i>No changes</i>

New Appendix

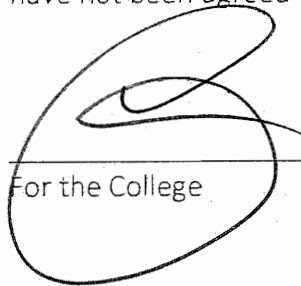
13.6	Appendix [TBD]	Selection Committee Procedures <u>Selection Committee Procedure: Department Leaders and Instructional Associates</u> (See Articles 13.3 and 13.4)
	1	<u>Position Posting and Applications</u>
13.6.1 – 13.6.3	1.1 – 1.3	<i>No changes</i>
	2	Selection Committee Composition <u>Selection Committee Composition</u>
13.6.6.1 – 13.6.6.3	2.1 – 2.3	<i>No changes</i>
13.6.6.4 (title)	2.4	Selection of Selection Committee Members
13.6.6.4	2.4.1	Association Delegate <i>No changes</i>
13.6.6.5	2.4.2	<i>No changes</i>
13.6.6.6	2.4.3	<i>No changes</i>
	3	<u>Pre-Interview Meeting</u>
13.6.4	3.1	The committee shall meet prior to the interviews allowing sufficient time to ensure an understanding of the applicable provisions of this Agreement and <u>these procedures</u> to determine the application of the procedural guidelines.
13.6.5		<p><u>Overview of the Selection Committee's Work</u></p> <p>Selections shall be conducted as per the following procedures:</p> <p>The committee's work consists of 3 phases:</p> <p>1) Pre-interview Meeting</p> <p>All applications are reviewed at the pre-interview meeting; a short list is made if necessary; interview questions are decided upon; the order of members' questions and candidate appearance is decided and the procedural guidelines are reviewed.</p> <p>After the pre-interview meeting, but before the interview meeting, the faculty selection committee delegates shall seek input about candidates, relative to the job description and posting from appropriate departments' or areas' faculty.</p> <p><u>2) Interview Meeting</u></p>

		<p>At the interview meeting, the various short-listed candidates are interviewed by the committee.</p> <p>3) Decision Process</p> <p>The process of deciding who is to be selected is undertaken after all of the appropriate candidates have been interviewed.</p>
13.6.6.7	3.2	<p><u>Pre-Interview Meeting</u></p> <p>It is the responsibility of the selection committee chair to set up the pre-interview meeting by alerting all members of the selection committee of the time and place and also to follow up with a confirming memo.</p>
13.6.6.7	3.3	<p>At the pre-interview meeting the following shall be accomplished: <u>Pre-interview meeting tasks:</u></p> <ul style="list-style-type: none"> • Review of the position posting including the duties, responsibilities and qualifications; • Determine criteria and process for the short-listing of candidates; • Review of all applications, both internal and external, in order to determine which applicants meet the criteria; • Prepare a short-list(s) of the candidates that meet the prescribed criteria; • Determine the questions to be asked of the applicants that shall be interviewed; and • Determine the order in which the questions shall be asked.
13.6.6.7	3.4	<p>At the end of the pre-interview meeting, the chair shall collect all the documentation pertaining to the applicants and the process and remind the delegates that the information is confidential.</p>
13.6.6.8	4	<p>Short-listing of Candidates <u>Short-listing of Candidates</u></p>
13.6.6.8	4.1	<p>The selection committee delegates at the pre-interview meeting shall determine the process and establish the criteria which determine who will be short-listed.</p>
13.6.6.8	4.2	<p>All candidates who, in the selection committee's judgement, meet the criteria shall be short-listed. Three short-lists shall be made: one for candidates from within the bargaining unit; one for other employees of the College and one for external candidates.</p>
13.6.6.8	4.3	<p>Short-listed candidates shall be interviewed in the following order:</p> <ol style="list-style-type: none"> 1) those from within the bargaining unit; if no candidate is found suitable for the position, then 2) those who are not within the bargaining unit but who are employees of the College; if no candidate is found suitable for the position, then 3) external candidates.

		If the Selection Committee selects a candidate as per 13.6.6.8 (1) (1) above, then interviewing of candidates on the next short-list shall not proceed.
13.6.6.8	4.4	A secret ballot shall, upon request of any member of the selection committee, be used to determine the short-lists if this appears helpful.
13.6.6.8	4.5	The short-listing of at least one candidate is sufficient for the process to continue.
13.6.6.8	4.6	If at the conclusion of the pre-interview meeting, the delegates determine that there are no applicants who meet the criteria, the chair shall retain all documentation and forward said documentation along with a memo to the College President or appropriate Vice President, indicating that no suitable candidates were found. The memo shall be signed by all selection committee delegates. Minority opinions on the matter, can if so requested by a delegate(s), be forwarded as well.
13.6.6.8	4.7	The College President or appropriate Vice President shall reconvene the selection committee to discuss the non-suitability of applicants.
13.6.6.9	5	Release of Names Release of Names
13.6.5	5.1	After the pre-interview meeting, but before the interview meeting, the faculty selection committee delegates shall seek input about candidates, relative to the job description and posting from appropriate departments' or areas' faculty.
13.6.6.9	5.2	All short-listed candidates (internal and external) shall be contacted by the chair and be asked for permission to release their names to the public. If permission is denied by any short listed candidate, the candidate's application must be considered as confidential. Candidate's permission to release their names shall be announced to the selection committee delegates by the chair.
	6	Preparing for the Interview Meeting
13.6.6.10	6.1	Preparation for Interviewing All questions to be asked by each delegate are determined. These questions shall be typed and distributed to each delegate at the interview meeting.
13.6.6.11	6.2	After the Pre Interview Meeting Within 3 days after the pre-interview meeting, the selection committee chair shall inform all candidates of their status in the competition.
13.6.6.11	6.3	The selection committee chair, pursuant to Articles 13.6.2 and 13.6.3 paragraphs 1.2 and 1.3 above, shall confirm with the candidates and the committee members a convenient and reasonable date and time for the interview(s), following up with a memo of confirmation to candidates and committee members.
13.6.6.11	6.4	The selection committee chair shall make applications and supporting documents available in confidence to committee members at least 10 days prior to the interview and shall give each member a copy of them at least one day prior to the interview.
13.6.6.12	7	Proceedings at the Interview Meeting Proceedings at the Interview Meeting

(title)		
13.6.6.12 (a) – (k)	7.1 – 7.11	<i>No changes</i>
13.6.6.13 (title)	8	Decision Process <u>Decision Process</u>
13.6.6.13.1 (title)	8.1	Decision by Majority Vote and Appointment of the Selected Candidate
13.6.6.13.1 (a)-(i)	8.1.1 – 8.1.9	<i>No changes</i>
13.6.6.13.2 (title)	8.2	No Majority Decision Reached or No Candidate Recommended
13.6.6.13.2 (a)-(e)	8.2.1 – 8.2.5	<i>No changes</i>
13.6.6.13.3 (title)	9	Informing Candidates of the Decision <u>Informing Candidates of the Decision</u>
13.6.6.13.3 (a)-(d)	9.1 – 9.4	<i>No changes</i>

Note: The articles highlighted in gray on page 7 above (paragraph 5 of the second new Appendix) have not been agreed – the parties have agreed to move to substantive.



For the College



For the VCCFA

Date: October 1/2014

Time: 940 am

Tentatively Agreed
(Housekeeping)

UH1

Amend Article 2 as follows:

2.12 Full-time

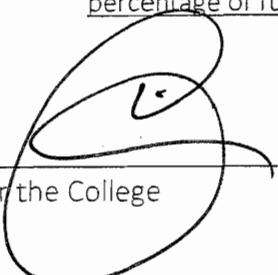
"Full-time" appointments are appointments on a full-time basis as per Article 6, (Assigned Duty, Working Conditions and Professional Development).

2.16 Part-time

"Part-time" appointments are appointments on a less than full-time basis as per Article 6, (Assigned Duty, Working Conditions and Professional Development).

2.21 Time-status of Appointments

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



For the College



For the VCCFA

Date: October 1/2014

Time: 941 am

Tentatively Agreed
(Housekeeping)

UH6

Amend title of Article 4 as follows: QUALIFICATIONS, HIRING, APPOINTMENTS AND CHANGE IN TYPE OF APPOINTMENT REGULARIZATION

Amend title of Appendix XX as follows: REVISING AREA HIRING QUALIFICATIONS

Current #	New #	Proposed Language
4.3	4.1	Area Hiring Recommendation Committees' Hiring Process
4.3.1	4.1.1	4.1.1 <u>For each area</u> , an Area Hiring Recommendation Committee (AHRC) will be formed to make recommendations for hiring when there is a need for a new term or regular appointment or when there is a need to augment an area's pool of auxiliary instructors.
4.3.3 – 4.3.5	4.1.2 – 4.1.4	<p>4.3.3 4.1.2 For regular appointments, the AHRC will consist of an Instructional Associate, an appropriate Department Head, Coordinator II or delegate and at least one regular instructor from the area. Alternative arrangements may be made with the agreement of the Association and the College.</p> <p>4.3.4 4.1.3 For auxiliary or term instructors appointments, the AHRC will consist of an appropriate Department Head, Coordinator II or delegate, at least one regular instructor for the area and may include an Instructional Associate. Alternative arrangements may be made with the Agreement of the Association and the College.</p> <p>4.3.5 4.1.4 Members of the AHRC will receive orientation and training regarding the hiring recommendation process.</p>
	4.2	Area Hiring Qualifications
4.3.2.2	4.2.1	4.3.2.2 4.2.1 The process for establishing and revising area hiring qualifications is found in <u>Appendix XX, (Area Hiring Qualifications)</u> . Where the Dean/Director or the department, or both, are considering revisions to the hiring qualifications in any area, the Dean or Director shall so advise the Association prior to any revisions being recommended to the appropriate Vice President for approval. The process for such revisions is found in Appendix XX, (Revising Area Hiring Qualifications). All recommendations for revisions to the hiring qualifications for each area shall be submitted by September 30 of each year to the appropriate Vice President for approval.
4.3.2.3	4.2.2	<p>4.3.2.3 4.2.2 The revised hiring qualifications in any area shall not apply to:</p> <p>a) any existing permanent or probationary regular employee in that area; or</p>

		b) any term instructors who have held appointments in that area at one-half time or more for at least 190 duty days within a continuous 24 month period (or the equivalent amount of duty days for instructors covered under Article 4.9.2 <u>4.12.2</u>).
	4.3	Area Hiring Recommendation Process
4.3.2.1	4.3.1	4.3.2.1 <u>4.3.1</u> Each area will develop an area hiring recommendation process to be used by the AHRC and submit it to the appropriate Dean or Director for approval. In cases where there are multiple areas within a department, the Department Head will coordinate this work.
4.3.6 – 4.3.7	4.3.2 – 4.3.3	4.3.6 <u>4.3.2</u> The AHRC will follow the approved hiring recommendation process for all candidates, as per Article 4.3.2, (Hiring Recommendation Process and Qualifications). Applicants will be advised by the College that it is their responsibility to present all information regarding their qualifications and suitability for the position. 4.3.7 <u>4.3.3</u> When a new regular appointment is posted, all short-listed applicants, internal and external, will be interviewed by the AHRC.
4.1	4.4	Postings of Available Work
4.1.1 – 4.1.4	4.4.1-4.4.4	<p>4.4.1 The College will post, in prominent locations <u>on its website</u>, notices of available work in the following circumstances:</p> <ul style="list-style-type: none"> a) upon establishing the need for a new regular or term appointment, subject to assigning available term work according to Article 4.8.4 <u>4.11.4</u>, (Appointment Sequence); and b) upon establishing the need to augment an area's list of potential auxiliary instructors. <p>4.4.2 The postings will include:</p> <ul style="list-style-type: none"> a) the department, title and area; b) a short description of the duties; c) a statement of the qualifications required; d) for term appointments, the length of the appointment; e) the time status of the appointment; and f) the start date, deadline for application and other relevant information. <p>4.4.3 Human Resources will forward the draft posting to the Dean to review and return to Human Resources. The Association will be provided with a copy of the posting at the time it is posted. The Area Hiring Recommendations Committee will be allowed a reasonable length of time to review the posting in order to prepare for the selection process.</p> <p>4.4.4 Except for those permanent regular appointments made pursuant to Article 4.9 <u>4.12</u>, (Change in Type of Appointment <u>Regularization</u>), notice of all available regular appointments shall be posted and the Association shall be provided with a copy of the notice at the time of posting.</p>

4.2	4.5	Applications for Available Regular or Term Appointments or Auxiliary Work
4.2.1 – 4.2.3	4.5.1 – 4.5.3	<i>No changes</i>
4.4	4.6	AHRC Recommendations
4.4.1	4.6.1	When making recommendations to the College, the AHRC will recommend the most suitable candidate(s). The Chair of the AHRC will submit the name(s) of the recommended candidate(s) to the appropriate Dean or Director for approval.
	4.7	Non-conforming Appointments in Unavoidable Situations
4.4.2	4.7.1	From time to time, in situations where it is unavoidable, work for unspecified periods may be offered on an auxiliary basis to individuals who have not gone through the AHRC process. For continued or subsequent employment, the instructor must meet the hiring criteria for that area and be recommended by an AHRC within two months of first being employed. The Department Head of the area will be responsible to convene an AHRC for this purpose.
4.4.3	4.7.2	From time to time, in situations where it is unavoidable, work may be offered to individuals who do not meet the qualifications for the area. In their initial letter of appointment, the College will inform them that they do not meet the qualifications for the area and therefore do not have the right to have additional work under Article 4.8.4(2) 4.11.4, or change in type of appointment pursuant to Article 4.9 4.12 , (Change in Type of Appointment Regularization).
4.5	4.8	<i>No change except article numbering</i>
4.6	4.9	<p>Probationary Instructors</p> <p>4.6.1 4.9.1 Probationary instructors' appointments to regular instructor status outside of the process outlined in Article 4.9 4.12, (Change in Type of Appointment Regularization), shall have a one year probationary period as per Article 2.18, (Probationary Regular).</p> <p>4.6.2 4.9.2 Probationary regular instructors shall be evaluated as per Article 16, (Evaluation of Probationary Regular and Term Employees), in order to determine their suitability to perform their duties. In extenuating circumstances and with the mutual agreement of both parties, the probationary period may be extended for a period of up to one additional year.</p> <p>4.6.3 4.9.3 The College reserves the right to waive the probationary period requirement of such appointments.</p>
4.7	4.10	<i>No change except article numbering</i>
4.8	4.11	<i>No change except article numbering</i>
4.9	4.12	<p>Amend subtitle: Change in Type of Appointment Regularization</p> <p>Otherwise no change except article numbering</p>



For the College



For the VCCFA

Date: October 1/2014

Time: 942 am

Tentatively Agreed
(Housekeeping)

UH14

Amend Article 5.8.2.4 as follows:

~~The appropriate Vice President will determine equivalencies and approve advancement on the salary schedule upon receiving proof of completion of an additional degree or advanced credential by the employee. Documentation of an additional degree or advanced credential must be provided to Human Resources.~~

An employee must provide documentation of an additional degree or advanced credential to Human Resources. The appropriate Vice President will determine equivalencies and approve advancement on the salary schedule upon receiving proof of completion of an additional degree or advanced credential by the employee.



For the College

For the VCCFA

Date: Oct 22/2014Time: 10¹⁷ am

Tentatively Agreed (Housekeeping)

UH18

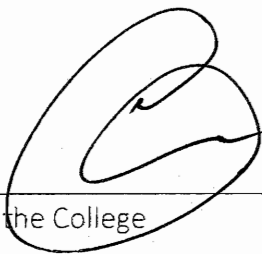
Current #	New #	Proposed Language
8	8	LEAVES (See Common Agreement, Articles 7 and 8)
8.1		General Information for Leaves (See Common Agreement, Articles 7 and 8)
8.1.1	8.1	Application and Scheduling for Leaves
8.1.1.1	8.1.1	No changes
8.1.1.2	8.1.2	Application for leave may include application for a change from full-time to part-time status for a given period of time (part-time leave). Approval of part-time leaves shall be on the same basis as approval of full-time leaves, except for: <u>However, the following leaves may only be taken as full-time leaves:</u> a) Article 8.9.1, (Maternity Leave and Parental Leave); b) Article 8.9.2, (Parental Leave); c) Article 8.10.1, (Adoption Leave); and d) Article 8.12, (Renewal Leave). These leaves may only be taken as full-time leaves.
8.1.1.3	8.1.3	No changes
8.1.2	8.2	Return from Leaves
8.1.2	8.2.1	Upon return from an approved leave, an employee shall be entitled to assume the same or equivalent position they held at the time of leave.
8.1.3	8.3	Benefits and Entitlements While on Leave

		(See Appendix III-B, (Summary of Benefits During Leaves))
8.1.3.1	8.3.1	<i>No changes</i>
8.1.3.2	8.3.2	<i>No changes</i>
8.1.3.3	8.3.3	<i>No changes</i>
8.3	8.4	Education Leave
8.3.1 – 8.3.6	8.4.1 – 8.4.6	<i>No changes</i>
8.3.6.1 – 8.3.6.5	8.4.6.1 – 8.4.6.6	<i>No changes, but 8.3.6.3.1 becomes 8.4.6.4, with consequential renumbering of 8.3.6.4 and 8.3.6.5</i>
8.3.7	8.4.7	<i>No changes</i>
8.3.7.1 – 8.3.7.5	8.4.7.1 – 8.4.7.5	<i>No changes</i>
8.6	8.5	Family Illness Leave and Sick Leave for Family Illness (See Common Agreement, Articles 7.7, (Family Illness Leave) and 7.8, (Compassionate Care Leave))
8.6.1	8.5.1	Entitlement for up to 5 days per year of family illness leave is established in Article 7.7 of the Common Agreement. The College may require submission of a certificate from a duly qualified medical practitioner, or recognized equivalent, certifying the illness of the immediate family member. For the purposes of this Article, " immediate family member" shall be defined as per Article 7.1 in the Common Agreement.
8.6.2	8.5.2	<i>No changes</i>
8.7	8.6	Funeral <u>Leave</u>
8.7	8.6.1	With the approval of the appropriate Dean or Director, funeral leave of ½ day will be granted, with pay, but not in addition to bereavement leave.
8.8	8.7	Bereavement <u>Leave</u> (See Common Agreement, Article 7.6)
8.8.1-8.8.2	8.7.1 – 8.7.2	<i>No changes</i>
8.13	8.8	Jury Duty and Court Appearance <u>Leave</u> (See Common Agreement, Article 7.10)
8.13.1 - 8.13.2	8.8.1 – 8.8.2	<i>No changes</i>

8.2	8.9	Personal Leave
8.2.1 – 8.2.2	8.9.1 – 8.9.2	<i>No changes</i>
8.12	8.10	Renewal Leave
8.12.1	8.10.1	<i>No changes</i>
8.12.1.1	8.10.2	<i>No changes</i>
8.12.2 – 8.12.2.3	8.10.3	<p>A maximum of 30 employees shall be granted renewal leave per fiscal year. The procedure for application and allocation shall be as follows:</p> <p>8.12.2.1 a) Employees shall submit written applications for renewal leave no later than December 31 for the following fiscal year.</p> <p>8.12.2.2 b) Should the total number of leaves applied for under 8.12.1 exceed 30, the allocation of 30 renewal leaves shall be on the basis of seniority.</p> <p>8.12.2.3 c) Should the maximum allowable quota of leaves not be reached through the process outlined above, further renewal leaves shall be granted during the fiscal year in which the leave(s) is to commence, provided the employee submits a written application for the leave a minimum of 3 months prior to the commencement of the leave. Such leaves shall be granted on a first-come, first served basis.</p>
8.12.3	8.10.4	<i>No changes, but replace bullets with a), b), c).</i>
8.12.4		<i>Stipulations</i>
8.12.4.1 – 8.12.4.3	8.10.5 – 8.10.7	<i>No changes</i>
8.11	8.11	Retirement Preparation <u>Leave</u>
8.11.1	8.11.1	<i>No changes</i>
8.11.2 – 8.11.2.4	8.11.2	<p>A maximum of 20 employees shall be granted retirement preparation leave per fiscal year. The procedure for application and allocation shall be as follows:</p> <p>8.11.2.1 a) Employees shall submit written applications for retirement preparation leave not later than December 31 for the following fiscal year.</p> <p>8.11.2.2 b) Should the total number of leaves applied for under Article 8.11.1 exceed the maximum specified in Article 8.11.2, allocation of the 20 retirement preparation leaves shall be on the basis of seniority.</p> <p>8.11.2.3 c) Should the maximum allowable number of leaves (20) not be reached through the process outlined above, further retirement preparation leaves shall be granted during the fiscal year in which the leave(s) is to commence, provided the employee submits a written application for the leave a minimum of 3 months prior to the commencement of the leave. Such leaves shall be granted on a first-come, first-served basis.</p>

		8.11.2.4 d) Eligible employees may take this leave at either 50% or 100% of full-time to a maximum of one year. Alternate time status leaves over 50% may be available subject to the scheduling requirements of the department or area.
8.11.3	8.11.3	<i>No changes, but replace bullets with a), b), c), d).</i>
8.11.4		Stipulations
8.11.4.1 – 8.11.4.2	8.11.4 – 8.11.5	<i>No changes</i>
8.14	8.12	Political Leave (See Common Agreement, Article 7.11)
8.14.1 – 8.14.2	8.12.1 – 8.12.2	<i>No changes</i>
8.9	8.13	Leave for Birth of a Child <u>Maternity Leave and Parental Leave</u> (See Common Agreement, Article 8) (Term Instructors: See Appendices XXVIII and XXIX)
8.9.1	8.13.1	Maternity Leave and Parental Leave (<u>Birth Mother</u>)
8.9.1.1 – 8.9.1.6	8.13.1.1 – 8.13.1.6	<i>No changes</i>
8.9.2	8.13.2	Parental Leave (<u>Parent Other Than Birth Mother</u>)
8.9.2.1	8.13.2.1	<i>No changes</i>
8.9.2.2	8.13.2.2	The College shall grant parental leave without pay, in accordance with the provisions of the Employment Standards Act, for a period of 37 weeks. This leave must be taken within 52 weeks of the birth of his <u>the</u> child. A written request must be submitted no later than 4 weeks prior to the commencement of the leave.
8.9.2.3 – 8.9.2.4	8.13.2.3 – 8.13.2.4	<i>No changes</i>
8.9.3	8.13.2.5	<i>No changes</i>
8.10	8.14	Leave for Adoption of a Child <u>Adoption Leave</u> (See Common Agreement, Article 8) (Term Instructors: See Appendices XXVIII and XXIX)
8.10.1		Adoption Leave

8.10.1.1 – 8.10.1.5	8.14.1 – 8.14.5	<i>No changes</i>
8.10.2	8.14.6	<p>Paid Parental Leave (Adoption)</p> <p>Upon the adoption of a child, an employee shall, upon application to the appropriate Dean or Director, be entitled to 3 days paid parental leave. Such leave shall be charged against the employee's sick leave credits to the extent said credits will accommodate.</p> <p>An employee applying for adoption leave must provide proof of legal adoption of a child. Where both parents are employees, only one employee shall be entitled to leave under the provisions of this Article.</p>
8.1.4 – 8.1.4.1	6.1.5	<i>Combine into a single paragraph, and move to the end of Article 6.1</i>



For the College

For the VCCFA


Date: Nov⁵ 2014
Time: 1:15

Tentatively Agreed

U19

Add to the forms of work in the bulleted list of Article 6.1.3:

- Prior Learning Assessment & Recognition(See also Common Agreement Article 4)



For the College



For the VCCEA

Vancouver Community College – and – VCCFA Collective Bargaining

Date: February 11, 2015

Time: 9:40 am

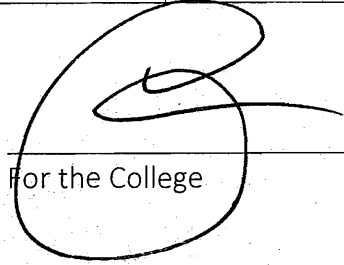
**Tentatively Agreed
(Housekeeping)**

UH27

Current #	New #	Proposed Language
11	11	REDUCTION, RECALL AND SEVERANCE PAY AND RECALL
11.1 - 11.2	11.1 - 11.2	<i>No changes, but number the clauses under the subtitles as 11.1.1 and 11.2.1 respectively</i>
	11.3	<u>Written Notice to the Association</u>
11.3.1(a)	11.3.1	After identifying the specific area or areas of potential reduction and prior to giving advance notification of layoff, the College shall at provide the Association with written notice describing the potential reduction, the reason for the reduction, and the faculty members who may be affected;
11.3	11.4	Consultation on Reduction (See Common Agreement, Article 6.4.2, (Menu of Labour Adjustment Strategies))
11.3.1(b)	11.4.1	Within Within five (5) business days of the issuance of such the notice described in Article 11.3.1, the College shall meet with the Association to engage in discussion and consultation on the intended reduction in an effort to minimize the impact on the employees so affected. (See Common Agreement, Article 6.4.)
11.3.4	11.4.2	These discussions shall include the possibilities of early retirement incentive offers as per Article 22.4, (Retirement Incentive and Reduction Sequence), and transfers as per Articles 11.8.1.1 11.5.2.4 and 11.8.2.1 11.5.3.4.
11.3.5	11.4.3	The College agrees to take into account Association concerns regarding the scope, content and timing of calls for interest in the items listed in Article 11.4.2 11.3.2, and the process for responses.
11.3.2	11.4.4	If the potential reduction identified by the College involves the closure of a department or program, the parties' consultation discussions shall include consideration of viable alternatives, if any, that may be available to avoid such closure.
11.3.3	11.4.5	The College shall provide the Association, upon request, with documentation the Association reasonably requires to engage in the consultation discussions described above.
11.3.6	11.4.6	If the parties have not concluded their consultation discussions under Article 11.4 11.3 by the date that is ten (10) business days following the issuance of the pre-consultation notice under Article 11.3.1 (a) , the College may proceed to issue advance layoff notice under Article 11.6 11.4. The issuance of advance layoff notice shall not prevent the parties' consultation discussions from continuing.

11.5	11.5	Reduction Sequence
11.5	11.5.1	Any reductions in the number of employees, reductions in workload, or transfers within or between affected areas, shall be accomplished to the extent required only, <u>in as part of the following sequence:</u> a) <u>term employees;</u> b) <u>probationary regular employees;</u> c) <u>permanent regular employees.</u>
11.4	11.6	Advance Notice of Layoff Notification of Reduction
11.4.1	11.6.1	The College shall, as soon as possible in advance, and no later than one month prior to the date of <u>issuance of transfer or notice of layoff under Article 11.7 determined by Article 11.5, (Reduction Sequence)</u> , notify the Association and any regular employees whose employment may be affected. The notification shall be in writing and shall specify the reasons for the intended change and shall refer the affected regular employees to the Association regarding their rights under Article 10, (Seniority).
11.4.2	11.6.2	As per Article 22.4, (Retirement Incentive and Reduction Sequence), retirement incentive offers that may offset the impact of the Article 11.5, (Reduction Sequence), shall be made simultaneously with advance <u>notice of layoff notification.</u>
11.4.3	11.6.3	Within one week of their request, employees under advance notice of layoff shall have access to the hiring criteria of departments or areas to which they may wish to be considered for transfer.
11.4.4	11.6.4	Consultation between the College and the Association as per Article <u>11.4 11.3</u> , (Consultation on Reduction), shall continue subsequent to the <u>issuance of advance notice of layoff any advance notification.</u> Within 5 duty days of the date of the advance <u>notice of layoff notification</u> , the Association shall have the right to present written submissions to the College on the proposed changes and their effects.
	11.7	Notice of Layoff
11.5.1	11.7.1	For Term Employees (See also Article 5.3.4 (Term Employees)) <u>The College shall provide term employees Terminating those on term appointments according to length of service with the College under this Agreement with one month's notice of termination according to length of service with the College under this Agreement, unless they are in the first 2 weeks 10 duty days of their the appointment. For termination within the first 2 weeks of a term appointment, see Article 5.3.4.</u>
11.5.2.5	11.7.2	<u>The College shall provide employees Terminating those on probationary regular appointments with one month's notice of termination according to length of service with the College under this Agreement.</u>
11.5.3.5	11.7.3	<u>The College shall provide Terminating other permanent regular employees with 3 months' notice of termination according to length of service with the College under this Agreement.</u>

11.5.3.6	11.7.4	When the College does not issue notice of layoff to a permanent regular employee within 3 months of the date of the advance notice issued to that employee pursuant to Article <u>11.6.1</u> 11.4.1 , then the College will withdraw the advance notice issued to that employee.
	11.8	Transfer Process Following Notice of Layoff
11.5.2	11.8.1	For Probationary Regular Employees
11.5.2.4	11.8.1.1	Transferring p Probationary regular employees who have received notice of layoff under Article <u>11.7</u> may elect to transfer from the <u>employee's</u> specific area to other areas where the duties are within the <u>employee's employees'</u> abilities, and provided the employee involved meets the hiring criteria applicable to the department to which the employee is being transferred. Transfer shall take place according to length of service with the College under this Agreement.
11.5.2.1 - 11.5.2.3	11.8.1.2 - 11.8.1.4	No changes
11.5.3	11.8.2	For Regular Employees
11.5.3.4	11.8.2.1	Transferring p Permanent regular employees who have received notice of layoff under Article <u>11.7</u> may elect to transfer from the <u>employee's</u> specific area to other areas where the duties are within the <u>employee's employees'</u> abilities, and provided the employee involved meets the hiring criteria applicable to the department to which the employee is being transferred. Transfer shall take place according to length of service with the College under this Agreement.
11.5.3.1 - 11.5.3.3	11.8.2.2 - 11.8.2.4	No changes
11.5.4	11.8.3	For Employees Affected by Transfers
11.5.4.1	11.8.3.1	Probationary and permanent regular <u>employees</u> instructors displaced by a transferring employee shall be also subject to the provisions of <u>Articles 11.4 through 11.8</u> . Article <u>11.3</u> , (Consultation on Reduction) , Article <u>11.4</u> (Advance Notification of Reduction) , and Article <u>11.5</u> , (Reduction Sequence) .
11.5.4.2	11.8.3.2	No changes
11.7	11.9	Recall No changes other than adjustment of Article numbering
11.6	11.10	Severance Pay No changes other than adjustment of Article numbering (Subject to the outcome of the parties' discussions on UH30/U34)



For the College



For the VCCFA

Vancouver Community College – and – VCCFA Collective Bargaining

Date: February 11, 2015

Time: 9:41 am

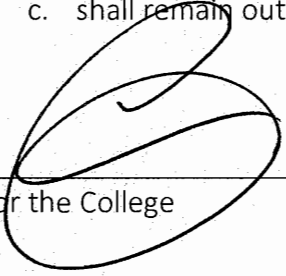
Tentatively Agreed

UH65

Re: August 18, 2003 Letter of Agreement:
New Apprenticeship Training Programs In The Diesel Department
Waiver Of Maximum Hours Of Assigned Duty

The parties agree that the above-noted Letter of Agreement

- a. shall be renewed,
- b. shall expire on the expiry date of the parties' new collective agreement, and
- c. shall remain outside the collective agreement.



For the College



For the VCCFA

Date: February 11, 2015

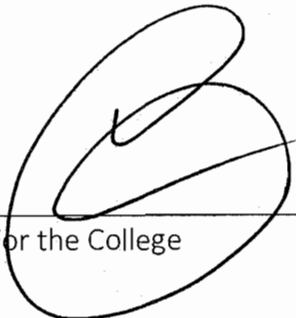
Time: 9:42 am

Tentatively Agreed

U45

Amend Article 6.3.7 as follows:

6.3.7 The provisions of Articles 6.3.4, 6.3.5, and 6.3.6 may be waived with the agreement of the Association and the appropriate Dean or Director. (For split shifts, see Appendix XIII).



For the College



For the VCCFA

Date: February 11, 2015

Time: 9:43 am

Tentatively Agreed

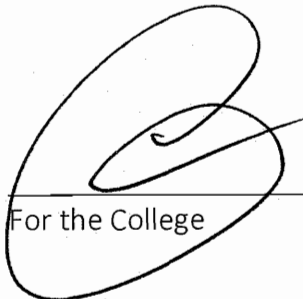
U47-48

1. Delete Appendices XXII and XXIII, and renumber the remaining appendices accordingly.
2. Add a new Article 3.11.4, as follows:

3.11.4 The College will ensure that Association representation is included on any committee established by the College:

(a) to determine the allocation or use of space where instructors work; or

(b) for the selection of Vice-Presidents and academic administrators.



For the College



For the VCCFA

Date: Feb 26 / 2015

Time: 145 pm

Tentatively Agreed

U24

The parties agree to renew Appendix X (Guidelines For The Allocation Of Professional Development Funds For VCCFA Members), with the following amendments:

1. Delete the following provisions:

~~5.2 — Items may not be purchased by pooling of funds.~~

~~10.4 — Requests for purchases cannot be pooled.~~

2. Amend Section 6 as follows:

6 Eligible Employees

- 6.1 To be eligible for professional development funds under Appendix IX, an employee must be eligible for professional development under Article 6.6.2 or 6.6.2.1 of the Agreement, provided that:

~~Regular and term employees, employed half time or more, who complete 7 months of service within the fiscal year shall be entitled to professional development, as described in Article 6.6.2 of the Agreement.~~

- 6.2 a. Employees returning from leave are not eligible for PD and PD professional development and professional development funds unless they are able to perform 7 months of duty within the fiscal year; and

- 6.3 b. Notwithstanding paragraphs 6.1 and 6.2 above, employees on approved education leave under Article 8.3 of the Agreement shall be entitled to access professional development funds under Appendix IX during such leaves.

- ~~6.4~~ 6.2 Department Heads will be contacted on May 1 of each fiscal year to supply an estimate of the number of faculty in the department eligible for professional development funding.

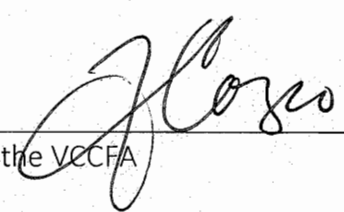
3. Amend Section 9.1 as follows:

9.1 All requests for professional development ~~requests for~~ funds must be presented, in writing, in the form of a project or activity which enhances professional knowledge. To receive professional development funds, these projects may utilize all or part of the ~~15 or 20 days of~~ employee's available professional development days (Article 6.6.2) OR may take place on the employee's own time.

4. Amend Section 10.3 as follows:

10.3 Requests must be ~~\$50~~ \$100 minimum per employee.



For the College

For the VCCFA

Date: march 5/2015

Time: 9:12 am

Tentatively Agreed

U14 (includes U46)

Delete Appendix XVI and move its provisions into Article 6, as follows:

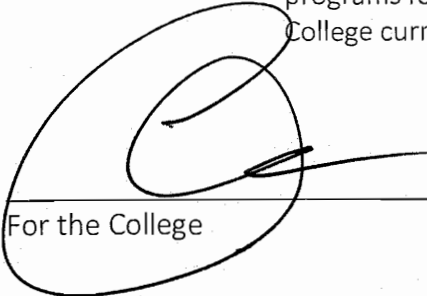
6.7 Distributed Learning

(See Common Agreement, Article 6.6)

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

6.7.2 Pursuant to Article 6.6.3 of the Common Agreement, the College agrees to the following principles regarding the use of distributed learning:

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


For the College


For the VCCFA

Date: March 25, 2015

Time: 9:34 am

Tentatively Agreed

U44

Add the following Letter of Understanding to the collective agreement as a new Appendix:

APPENDIX

ADVISORY COMMITTEE: STUDENTS WITH DISABILITIES

LETTER OF UNDERSTANDING

Further to the discussions between the College and the Association regarding the report of the joint subcommittee established under Appendix XVII of the parties' 2010-2012 Collective Agreement (the "Report"), the College shall establish a multi-party advisory committee (the "Advisory Committee") to assist VCC in providing an appropriate learning environment for students with disabilities.

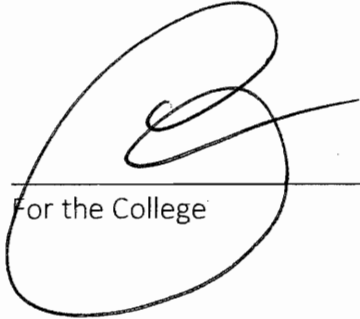
The Advisory Committee will consist of the following representatives:

- Two VCC administrators, appointed by the College;
- Two VCC faculty members, appointed by the VCCFA;
- Two VCC support staff members, whom the College will invite CUPE Local 4627 to appoint; and
- Two students, whom the College will invite the Students' Union of VCC to appoint.

The Advisory Committee will review and discuss the Report, and then have an ongoing mandate to do the following:

- Review and discuss issues brought forward to the Advisory Committee pertaining to the process for accommodating students with disabilities, available resources and support mechanisms for disabled students and employees who interact with such students as part of their assigned duties;

- Review and discuss means for providing an appropriate learning environment for students with disabilities; and
- Provide recommendations to the appropriate Vice President arising out of the discussions outlined above.



For the College



For the VCCFA