

COLLECTIVE AGREEMENT

BETWEEN

**THE STUDENTS' UNION OF VANCOUVER COMMUNITY COLLEGE
(SUVCC)**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES' LOCAL 15
(VANCOUVER MUNICIPAL, EDUCATION, AND COMMUNITY WORKERS)
(VMECW)**

JULY 1, 2022

TO

JUNE 30, 2026

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COLLECTIVE AGREEMENT

BETWEEN

THE STUDENTS' UNION OF VANCOUVER COMMUNITY COLLEGE ("SUVCC")

("Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES' LOCAL 15

Vancouver Municipal, Education, and Community Workers (VMECW)

("Union")

SUVCC is an Employer as defined in the Labour Relations Code of British Columbia and the Union is the bargaining authority for the staff of SUVCC. This Collective Agreement constitutes the wages and working conditions for the staff represented by the Union.

1.0 PURPOSE

The purpose of this Agreement is to maintain a harmonious relationship between the parties, to define clearly the hours of work, rates of pay, conditions of work, to provide for an amicable method of resolving differences which may arise and to promote the mutual interests of SUVCC and the staff.

2.0 TERM

The term of this Agreement is from July 1, 2022 to June 30, 2026.

2.1 During any period when collective bargaining is being conducted between the parties to amend this Agreement, the present Agreement will continue in full force and effect until:

- a) The Union commences a lawful strike; or
- b) SUVCC commences a lawful lockout; or
- c) The parties enter into a new or amended Agreement.

2.2 Subsection 2 of Section 50 of the Labour Relations Code of British Columbia will not apply to this Agreement.

3.0 DEFINITIONS

3.1 Regular Staff means a staff who performs an organising or administrative function. Regular Staff may be either full-time or part-time, where part-time is defined as working less than forty (40) hours per week. Those regular staff working part-time shall be entitled to all the provisions of this Agreement. Part-time staff will receive entitlements to accrued time off (e.g., sick leave, vacation) on a pro rata basis.

- 3.2 Probationary Staff means staff who have not completed the probationary period.
- 3.3 Temporary Staff means staff hired to do specific temporary work, by mutual agreement between SUVCC and the Union. Employment priority will be given to registered students.
- 3.4 All temporary staff assignments will have a specific end date. Any extensions to an end date will only be granted upon mutual agreement between the Employer and the Union.
- 3.5 Should any temporary assignment exceed eighteen (18) months, it shall be deemed to be a regular position and will be entitled to all wages and benefits of such a position.
- 3.6 The Executive Director serves as the supervisor for all staff of the Employer and will not be responsible for discipline or discharge of other staff.
- 3.7 Federation means the British Columbia Federation of Students.

4.0 UNION SECURITY

4.1 Maintenance of Membership

- 4.1.1 All present staff covered by this Agreement who are now members of the Union will remain members of the Union.
- 4.1.2. All persons employed on or after the signing of this Agreement will become members of the Union as a condition of employment.

4.2 Dues Checkoff

- 4.2.1 All staff covered by the Union's certificate of Bargaining Authority will pay a monthly fee to the Union equal to the Union's monthly dues.
- 4.2.2 SUVCC will deduct initiation fees, levies or other assessments duly authorized by the Union.
- 4.2.3 These payments will be made by payroll deduction.
- 4.2.4. Deductions are effective the day of hiring.

4.3 Discrimination

There will be no discrimination, interference, restriction or coercion exercised or practised in respect to a staff in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, natural origin, political or religious affiliation, sex, sexual orientation, marital status, family status, place of residence, physical disability, mental disability, gender identity or expression, religion, criminal conviction, source of income, union membership or union activity.

4.4 Union Label

The designation CUPE Local 15 will appear on all work typed by a member of the Union. This designation will be placed below the signature initials on typewritten correspondence.

4.5 Union Goods and Services

4.5.1 Where possible all goods and services used by SUVCC in carrying out its business will be from unionized Canadian suppliers.

4.5.2 No staff will be required to handle or otherwise use any goods or services declared hot by the Union, the BC Federation of Labour, the Canadian Labour Congress or any other recognized labour body.

4.6 Contracting Out

SUVCC will not contract out bargaining unit work without the agreement of the Union. The Union recognizes there are occasions where the work that is normally done by the employees within the bargaining unit may need to contract specific services to meet deadlines or deal with campaigns where the work could not be completed by staff. There will not be a reduction in staffing levels or reduction of hours should any work be contracted out.

4.7 Picket Lines

No staff will be required to cross any picket line. Where possible, alternate work assignments will be made.

4.8 Bargaining Unit Work

Only staff who are in the bargaining unit will do bargaining unit work. For the purposes of this Agreement the term "bargaining unit" will not include work performed by volunteers, which has traditionally been done with regard to student advocacy and activities of SUVCC committee in concert with staff.

4.9 No Individual Contracts or Agreements

The Union is the recognized sole and exclusive bargaining agent with the Employer and as such:

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with the Employer concerning the conditions of employment or varying the working conditions of employment contained herein.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages, or conditions during the terms of this Agreement.
- (c) Notwithstanding the provisions of subsections (a) and (b), an employee may legitimately be required to sign for the receipt of cash or other assets of their Employer which may have been entrusted to their safekeeping.

5.0 PROBATION

The Probation period shall be eighty (80) working days or four (4) months (whichever comes first) for all employees.

5.0.2 Probationary staff will be reviewed before the end of the probationary period.

5.0.3 If the decision of SUVCC is negative, SUVCC may:

- a) Give two (2) weeks written notice which will state the nature of the problem and the way in which it should be corrected, or;
- b) Extend the probationary period, in writing, for an additional thirty (30) days.
- c) If at the conclusion of a) or b) above, the decision of SUVCC is still negative then the probationary staff may be released.

5.0.4 Probationary staff will receive a written copy of they conclusions of SUVCC at the conclusion of the review referred to in Clause 5.0.2. In addition, SUVCC will discuss and explain their conclusions with the staff upon request. If requested the discussion will be in the presence of the Steward or Union Representative.

5.0.5 Disputes arising out of this Clause are subject to the provisions of Clause 15.0, Grievance Procedure.

5.0.6 Probationary staff will be entitled to all rights, conditions and benefits specified in this Agreement.

6.0 PAYMENT OF WAGES

6.1 Wage Rates

As per Appendix 1

6.1.1 Plus one percent (1%) in addition to the COLA for:

July 1, 2022

July 1, 2023

July 1, 2024

July 1, 2025

For all positions.

6.2 Cost of Living Adjustment

On January 1 each year all previous rates of pay will be increased by an amount equal to the change in the Vancouver Consumer Price Index for the preceding twelve (12) months.

6.3 Pay Days

6.3.1 SUVCC will pay all wages every second Thursday by pre-approved direct deposit to the staff's bank or credit union account.

6.3.2 SUVCC will not make any deductions from a staff's pay cheque unless authorized by statute, court order, this Agreement or the staff.

6.4 Vacation Pay

Staff will receive, upon giving at least three (3) days notice preceding commencement of their annual vacation, any cheque which may fall due during their vacation period.

6.5 Transportation

6.5.1 All staff will be compensated at sixty-one cents (\$.61) per kilometer for use of their personal vehicle while conducting SUVCC business.

6.5.2 Where required by ICBC, SUVCC will reimburse staff for the cost of any additional insurance coverage necessary as a result of staff use of personal vehicles for SUVCC business where staff and the SUVCC mutually agree that they will use their vehicles for SUVCC business.

6.6 Educational Allowance

6.6.1 SUVCC will pay the full cost of any course of instruction required by SUVCC for staff to better qualify themselves to perform their duties.

6.6.2 Should the course of instruction be requested by a staff and approved by SUVCC, (50%) fifty percent of the cost will be paid in advance of the course start date and the remainder will be paid on successful completion of the course.

6.6.3 No employee will be forced to take a course against their will.

6.6.4 In the event the staff does not complete the approved course or does not return to work at SUVCC, they shall reimburse to SUVCC any and all funds paid to the staff in connection with the approved course. Any funds not repaid will be deducted from the staff's final pay.

6.6.5 Staff shall submit their request for educational allowance in writing to the Executive Director and SRO to make a recommendation to the Board Chair for approval or no approval. The request shall describe how the course related to their employment at SUVCC and how it will benefit them in their duties.

6.7 Accommodation and Per Diem

6.7.1 When a staff is required or agrees to attend a meeting or conference, or work away from their area of residence, a daily per diem will be paid. When food or per diems are not provided at the meeting or conference or destination where the work will be performed, a daily per diem of sixty dollars (\$60.00) will be paid. When meals or per diems are provided, the per diem paid will be reduced by ten dollars (\$10.00) per meal or equivalent per diem allotment, to a minimum of thirty dollars (\$30.00) per day.

6.7.2 Satisfactory accommodation must be agreed upon prior to the commencement of the trip.

6.8 General Expenses

Upon presentation of receipts, SUVCC will reimburse staff for all legitimate expenses incurred while performing the business of SUVCC.

7.0 STAFF BENEFITS

7.1 Medical Services Plan

SUVCC will pay the full cost of premiums of the Medical Services Plan of BC for all regular staff, spouses, common law spouses, same sex common law spouses, and eligible dependants.

7.2 Extended Health and Dental Coverage

7.2.1 SUVCC shall provide Extended Medical and Dental coverage for all regular staff following any wait periods described by the coverage provider. Coverage shall include the employee's spouse and dependants. SUVCC shall pay the full cost for these plans and no changes shall be made to existing coverage without mutual agreement.

7.2.2 SUVCC will maintain and pay for a Long-Term Disability Plan agreeable to the Union for regular staff.

7.2.3 The Extended Health Care Plan will include oral contraceptives.

7.3 Health and Welfare

7.3.1 The Employer, upon presentation of receipt(s) from a fitness related club, facility or program, will reimburse the cost up to a maximum of seventy – five dollars (\$75.00) per month per full – time staff. Part – time staff will be entitled to this benefit on a pro – rated basis.

7.3.2 Costs eligible for reimbursement will include:

- a) Fitness passes and memberships.
- b) Fees for team sports.
- c) Sporting equipment and associated fees for team sports or fitness passes and memberships.

7.3.3 Items such as, medical marijuana, protein and workout powder, non-medical remedies, clothing, etc. will not be reimbursed.

7.4 Childcare Expenses

7.4.1 SUVCC will reimburse, upon presentation of a voucher signed by the staff, the amount of additional cost for staff who incurs a cost for substitute child care when required to work outside the regular hours of work.

7.4.2 Upon presentation of a voucher signed by the staff, SUVCC will contribute a portion of a regular staff's regular day time child care expenses.

7.4.3 The portion payable by SUVCC will be based upon provincial daycare subsidy rate. Staff will be reimbursed twenty-five percent (25%) of the maximum amount payable per child under the program.

7.5 Bereavement Leave

7.5.1 A staff will be granted leave for up to five (5) regularly scheduled working days, without loss of wages in the case of death of a parent, spouse, common law spouse, same sex partner, sibling, child, mother-in-law, father-in-law, or grandparent not residing in the

same household as the staff. These 5 regularly scheduled working days shall be used within 6 calendar weeks of date of death and days may be taken individually, or in multiples.

7.5.2 A staff will be granted two (2) regularly scheduled consecutive working days without loss of wages in the case of the death of any second degree relative not residing in the same household.

7.5.3 Should the requirement for bereavement leave occur during a staff's annual vacation, the staff will be deemed to be on bereavement leave instead of on annual vacation.

7.5.4 In conjunction with the bereavement leave granted in 7.5.1, staff will be granted an additional twenty-five (25) days of bereavement leave without pay, should it be requested. Requests shall be submitted in writing indicating dates of absence and date of return. Employees shall maintain communication with the Executive Director regarding their return to work.

7.6 Sick Leave

7.6.1 Upon appointment to regular staff, following probation, an employee shall receive sick leave credit of sixty – four (64) hours. Such employees may be advanced up to sixty-four (64) hours of sick leave, but if the employee ceases employment without qualifying for the sixty-four (64), the advance will be deducted from pay on termination of employment.

Regular staff shall earn sick leave credits at the rate of eight (8) hours for each four (4) weeks worked. Prorated for employees working less than the equivalent of full-time employee (40 hrs per week).

7.6.2 The BC Employment Standards Act provides for 5 days of paid sick leave annually, provided the employee has worked for at least 90 days with SUVCC. SUVCC recognizes the rights of all employees to access this benefit.

7.6.3 Employees who become ill, before completion of their probation period, may access up to 3 sick leave days. Upon completion of probation any pre-probation period sick leave days shall be deducted from the entitlement at 7.6.1.

7.6.4 Sick leave may be used when the staff is ill, or the staff's child is ill and parental care or attention is needed.

7.6.5 Sick leave may be accrued from year to year to a maximum of one hundred thirty (130) days.

7.6.6 There will be no pay out of sick leave upon termination of employment.

7.6.7 Any staff who has utilized all credited sick leave and is unable to return to work will be allowed leave of absence without pay for all subsequent days of absence due to sickness or disability with verification from a duly qualified medical practitioner.

7.6.8 Absence due to a compensable injury under the *Workers' Compensation Act* will not be deducted from sick leave.

7.6.9 Where a staff subsequently receives payment as a result of third-party liability, the staff will reimburse SUVCC, to the extent of payment received, for all sick leave taken with pay, and the sick leave will be restored to the staff's credit.

7.6.10 SUVCC may request a medical certificate for absences of three (3) days or more.

7.7 Workers' Compensation

7.7.1 Where a staff is absent due to a disease, illness or personal injury for which benefits are payable under the *Workers' Compensation Act*, no deduction will be made from sick leave credits.

7.7.2 SUVCC will pay the staff's full salary for any lost time.

7.7.3 In return, Workers' Compensation benefits for the period will be paid directly to SUVCC.

7.8 Court Attendance and Jury Duty

7.8.1 Time off with pay will be granted to staff who serve as jurors or witnesses in any court.

7.8.2 Proof of service will be provided if requested.

7.9 Group Life Insurance

7.9.1 SUVCC will pay the total premiums for life insurance coverage.

7.9.2 Coverage will be one and one half (1-1 / 2) times the annual salary.

7.10 Long - Term Disability Plan

SUVCC will establish and pay for a Long - Term Disability Plan agreeable to the Union.

7.11 Registered Retirement Savings Plan (RRSP)*

SUVCC will match employees' contributions, up to the amount of 9.5% of wages, to an RRSP in each employee's name and account.

*See Letter of Understanding "A"

8.0 LEAVES OF ABSENCE

8.1 Domestic Violence Leave

The Employer recognizes that employees may be subject to situations of violence or abuse in their personal lives that may affect their attendance at work.

In this Agreement, "domestic violence" means:

(a) An act of abuse between an individual and a current or former partner, between an individual and child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care, or adoption, whether the abuse is physical, sexual, emotional, or psychological, and may include an act of coercion, stalking, harassment, or financial control, or,

(b) A threat or attempt to do an act described in paragraph (a).

The Employer will provide up to five (5) paid days of leave for workers experiencing domestic violence. Workers will further be able to access their sick bank for paid leave to attend medical appointments, legal proceedings and any other necessary activities. This leave will be in conjunction with existing leave entitlements and may be taken as consecutive or single days, or in four (4) hour blocks, upon approval. Employees that

have exhausted their sick leave can utilize their vacation or be provided leave without pay.

The Employer and the Union will only disclose relevant information on a “need to know” basis to protect the confidentiality of the Employee while ensuring workplace safety.

8.2 Maternity Leave

- 8.2.1 Maternity leave will be granted pursuant to applicable legislation.
- 8.2.2 Maternity leave without pay will be granted for a period of up to two (2) years.
- 8.2.3 A pregnant staff may commence maternity leave up to two (2) months prior to the expected date of birth. Written notice shall be provided to the employer no less than two (2) weeks prior to the commencement of the leave. In absence of written notice, maternity leave will commence two (2) weeks in advance of the expected date of birth.
- 8.2.4 A pregnant staff may commence maternity leave up to two (2) months prior to the expected date of birth. Written notice shall be provided to the employer no less than two (2) weeks prior to the commencement of the leave. In absence of written notice, maternity leave will commence two (2) weeks in advance of the expected date of birth.
- 8.2.5 A staff who desires to work during the last two (2) weeks of pregnancy may be permitted to do so if their attending physician notifies SUVCC in writing that they can perform their duties at an acceptable level and that their health will not be adversely affected. In this case, they will work for a period specified by their physician. They will be reimbursed for any costs incurred as a result of providing the requested information.
- 8.2.6 Where a staff gives birth or the pregnancy is terminated before a request for Maternity Leave is made, SUVCC will, on the staff’s request and on receipt of a certificate of a medical practitioner stating that they have given birth or the pregnancy was terminated on a specified date, grant their leave as specified in Clause 8.1.1.
- 8.2.7 Maternity Leave will not end before the expiration of six (6) weeks following the actual date of birth of the child unless the staff requests a shorter period.
- 8.2.8 A request for a shorter period must be given in writing to SUVCC at least one (1) week before the date that the staff indicates they intend to return to work and they must furnish SUVCC with a certificate of a medical practitioner stating that they are able to return to work.
- 8.2.9 Where a staff, who has been granted Maternity Leave, is for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to return to work after the expiration of the leave, SUVCC will grant them further leaves of absence from work, without pay, for a period exceeding six (6) consecutive weeks.
- 8.2.10 A staff, who has been granted Maternity Leave, will contact SUVCC at least four (4) weeks before they are scheduled to return to work so that mutually convenient arrangements may be made for their return. A staff who fails to contact SUVCC will be considered to have permanently terminated their employment.

8.2.11 A staff on Maternity Leave will be entitled to be paid Sick Leave benefits for sufficient Sick Leave credits and produces to SUVCC a medical certificate duly completed by their attending physician. This Sick Leave with or without pay will not be charged against the Maternity Leave.

8.2.12 Clause 8.1.11 does not apply to a staff receiving Supplementary Unemployment Benefits, Clause 8.2.

8.3 Supplementary Employment Insurance Benefits

8.3.1 SUVCC will provide a Supplementary Employment Insurance (SEIB) plan for staff for temporary unemployment caused by Maternity Leave.

8.3.2 The SEIB plan is to supplement the Employment Insurance benefits received by staff for temporary unemployment caused by Maternity Leave.

8.3.3 SUVCC will provide staff who are eligible to receive Unemployment Insurance benefits with the difference between their Unemployment Insurance benefits and ninety-five percent (95%) of their gross weekly earnings for seventeen (17) weeks while the staff are receiving Employment Insurance Maternity benefits.

8.3.4 Staff must prove that they have applied for and are in receipt of Unemployment Insurance benefits in order to receive SEIB payments.

8.3.5 SEIB is payable for the Employment Insurance waiting period.

8.4 Parental Leave

8.4.1 A staff who is the mother's partner will be eligible to access the Supplementary Employment Insurance benefits for any unpaid leave up to seventeen (17) weeks within the first year of the child's birth.

8.4.2 Parental Leave will be granted pursuant to applicable legislation.

8.5 Adoption Leave

8.5.1 Adoption Leave will be granted subject to the applicable legislation in the case of the adoption of a child. Eligible staff will be entitled to seventeen (17) weeks of Supplementary Employment Insurance benefits.

8.5.2 The Maternity Leave provisions of Clause 8.1 where appropriate will apply equally to Adoption Leave with the language being interpreted accordingly (e.g., birth/adoption).

8.6 Parenthood Leave

Upon request, staff will be granted Parenthood Leave without pay for a period of not more than two (2) years, in the event that staff should find it necessary to remain at home with a dependant child.

8.7 Family Leave

A regular staff will be entitled to leave of absence with pay as follows:

Marriage (self): 5 days

Divorce (self):	2 days
Marriage (child, sibling, parent):	3 days
Moving (self):	1 day

8.8 General Leave of Absence

A general leave of absence shall normally be requested in writing at least one (1) month prior to the date on which the leave is to commence. Where exceptional circumstances prevent this, the Employer will be reasonable in accommodating the leave.

8.8.1 A regular staff will be entitled to a leave of absence, not exceeding three (3) months, without pay, each three (3) years, exclusive of any other leave to which the staff may have requested or be entitled to under this Agreement.

8.8.2 It will be the responsibility of the staff on leave to pay the cost of benefit premiums during the term of their leave. Payments of benefit premiums shall occur monthly. If a staff becomes more than three (3) months in arrears in benefit payments, the Employer, at their discretion, may terminate the benefit coverage until the conclusion of the leave.

8.9 Public Office

8.9.1 Necessary leave of absence without pay will be granted to any staff who:

- a) Runs for public office; or
- b) Is elected to public office.

8.9.2 For staff on a leave for public office as per 8.8.1, benefits will continue subject to Article 8.7.2.

8.10 Medical Care Leave

8.10.1 Staff will be allowed a leave with pay of four (4) days per year in order to engage in personal preventative medical and dental care.

8.10.2 On request staff may be required to show proof of medical or dental care for the duration of their absence from work.

8.11 Quarantine

8.11.1 Leave of absence with pay will be granted to any staff who is absent due to compulsory quarantine when the quarantine is certified by a medical practitioner.

8.11.2 This absence will not be chargeable against sick leave.

8.12 Incarceration

8.12.1 A leave of absence without pay will be granted to a staff who is accused of an offence and is required to appear in court.

8.12.2 A leave of absence without pay will be granted to a staff who is incarcerated while awaiting court appearance.

8.12.3 A leave of absence without pay for up to two (2) years will be granted to any staff incarcerated for an offence.

8.12.4 The period of the leave referred to in Clause 8.11.3 will not be counted for the purpose of accruing seniority credits or vacation entitlement and benefit continuation during this period will be at the staff's expense.

8.12.5 This Clause 8.11 will not prevent disciplinary action against staff who are convicted of a criminal offense against SUVCC or a member of SUVCC, or where the offence would seriously impact on their employment with SUVCC.

8.12.6 It will be the responsibility of the staff to prepay the cost of benefit premiums prior to the commencement of the leave.

8.12.7 In the event that a staff is accused of an offence and / or is incarcerated for actions taken at the request of SUVCC, or as the consequence of carrying out duties at the direction of SUVCC, the staff will be entitled to leave with no loss in salary, seniority, or benefit entitlements for any court appearances and / or the period of incarceration.

8.13 Education and Personal Development Leave

8.13.1 Education and Personal Development Leave of up to two (2) years without pay will be granted upon the request of a staff.

8.13.2 The staff will be required to provide proof of enrolment in the program or course for which they have taken leave at the commencement of each term (e.g., semester) for the duration of the leave.

8.13.3 The position occupied by the staff may be filled by temporary staff for the duration of the leave.

8.13.4 It will be the responsibility of the staff to prepay the cost of benefit premiums prior to the commencement of the leave. Payments of benefit premiums shall occur monthly. If a staff becomes more than three (3) months in arrears in benefit payments, the Employer, at their discretion, may terminate the benefit coverage until the conclusion of the leave.

8.14 Elections

Staff will be allowed four (4) consecutive hours off before the closing of polls in any Federal, Provincial, or Municipal election or referendum without loss of pay.

9.0 LEAVE FOR UNION BUSINESS

9.1 Negotiations

The necessary time off with pay will be granted to two (2) staff for the purpose of conducting collective bargaining with SUVCC or attending any other joint meeting with SUVCC or for the purpose of attending to the adjustment of a grievance.

9.2 Union Business

9.2.1 Time off without cost to SUVCC will be granted upon the request of the Union, to a staff required to attend to Union business during normal working hours.

9.2.2 SUVCC will bill the Union for the staff's wages for the period of leave.

9.3 Absence from Duty of Union Officers

9.3.1 Any staff who is elected to a full-time position or appointed to a temporary position with the Union or any labour body to which it is affiliated will be granted a leave of absence for the purpose of performing the duties.

9.3.2 The staff will not lose seniority in the service of SUVCC and will continue to accumulate seniority while performing the duties.

9.3.3 Upon retirement from the duties the former Union officer will be entitled to return to the position previously held or an equivalent position.

9.3.4 SUVCC will continue to pay all costs and will be reimbursed for all costs by the Union.

10.0 NEGOTIATING COMMITTEE

10.1 Structure

The Union Negotiating Committee will consist of representatives from staff, the Staff Representative of the Union or designate, and one (1) Union executive liaison person, and up to an equal number of members appointed by SUVCC.

10.2 Function

All matters of mutual concern pertaining to the performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions will be referred to the negotiating committee for discussion and proposed settlement.

10.3 Meetings of the Negotiating Committee

In the event that either party wishes to call a meeting of the negotiating committee, the meetings will be held at a time and place fixed by mutual consent.

10.4 Information Exchange

10.4.1 SUVCC will make available to the staff, and where requested to the negotiating committee, information required by the staff such as job descriptions, wage rates, pension, and welfare plans and other information, reports, records, directive, or documents required for collective bargaining purposes.

10.4.2 The staff will make available to SUVCC on request any information, reports, records, directives, or documents that may be required for collective bargaining purposes.

11.0 HOURS OF WORK AND OVERTIME

11.1 Work Week

11.1.1 The work week for regular staff will be forty (40) hours per week, eight (8) hours per day.

11.1.2 Variations may be made by mutual agreement between the Union and SUVCC.

11.1.3 The work day for Contract/Temporary staff will be a minimum of four (4) hours and a maximum of eight (8) hours per day to a maximum of forty (40) hours per week. For staff working a regular schedule, there will be two (2) days off in each seven (7) day period.

11.2 Meal Periods and Relief Breaks

- 11.2.1 Staff will not be required to work more than five (5) hours consecutively without a one-half hour (0.5) paid meal period.
- 11.2.2 Staff are entitled to a paid fifteen (15) minute relief break within each four (4) hours worked.

11.3 Travel Time

- 11.3.1 Should an employee be required to commence or conclude their work at a location other than the regular place of work they may claim any additional travel time beyond their normal travel time to or from the regular place of work.
- 11.3.2 When required to travel beyond the Lower Mainland, all hours spent traveling will be considered hours worked.
- 11.3.3 Travel time that results in a staff working more than forty (40) hours in a week will be recompensed on an hour for hour basis as time off.

11.4 Overtime

- 11.4.1 Overtime is defined as hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.
- 11.4.2 The first four (4) hours of overtime will be paid at one and one half (1.5) times the regular hourly rate.
- 11.4.3 All hours worked in excess of four (4) hours in a day on the sixth or seventh day in a week or on a scheduled day off shall be compensated at double the regular hourly rate of pay. All hours worked during scheduled vacation or statutory holidays will be compensated at double the regular hourly rate of pay.
- 11.4.4 A staff called back to work after completing a regular shift will be compensated at double the regular hourly rate of pay for all hours worked and in addition will be compensated one (1) hour at double the regular hourly rate of pay for travel to and from home. In all instances a minimum of three (3) hours pay, at double the regular hourly rate of pay, will be paid.
- 11.4.5 When staff are required to work overtime, they will receive a meal break of one-half hour (.5) at double their regular rate of pay upon completion of two (2) hours of overtime. Additional meal breaks will upon completion of each additional four (4) hours of overtime worked.
- 11.4.6 Meal breaks of one-half (0.5) hour at double the regular hourly rate on the sixth and seventh day or on a scheduled day off will be given on the completion of each four (4) hours of overtime worked.
- 11.4.7 A meal allowance of seven dollars and fifty cents (\$7.50) will be given for each meal break earned.
- 11.4.8 Unless mutually agreed upon in advance, staff will receive compensating time off in lieu of pay for all overtime worked in accordance with Clause 11.4.
- 11.4.9 Where staff attend seminars, workshops or similar events at the request of SUVCC they will receive time off equivalent to the time spent at the seminar or workshop.

- 11.4.10 Time off will be taken at a time mutually agreeable to SUVCC and the staff . Should no agreement be reached, the matter should proceed as a grievance.
- 11.4.11 Compensating time off must be taken by July 31st of the following calendar year.
- 11.4.12 Staff will be paid for all compensating time off from the preceding calendar year by July 31st of the following year.

12.0 VACATIONS

- 12.1 The vacation calendar year shall mean the twelve months period from January 1st to December 31st inclusive.
- 12.2 In the first year of employment a regular staff will receive a prorated amount based on three (3) weeks vacation. New employees pay, while on vacation, shall be calculated at the rate of two percent (2%) for each week of vacation or (0.4%) for each day of vacation.
- 12.3 An employee in their first year of employment must complete probation before being entitled to take vacation with pay. In exceptional situations, with the approval of the SRO and Board Chairperson, a newly hired staff may take unpaid vacation during the probationary period.
- 12.4 An employee wishing to take vacation time shall forward the request to the Executive Director for prior approval.
- 12.5 In the second through third years of employment a regular staff will receive four (4) weeks vacation annually.
- 12.6 In the fourth and subsequent years of employment a regular staff will five (5) weeks vacation annually.
- 12.7 Vacation entitlement will normally be taken in the year in which it is earned. A staff may bank up to ten (10) days of unused vacation from year to year. The banked vacation must be used in the following year.
- 12.8 When staff resign or are terminated and have not taken their entire vacation entitlement, they will be paid for any vacation owing at the rate of two percent (2%) for each week of vacation or (0.4%) for each day of vacation.
- 12.9 Unless there is mutual agreement to the contrary a staff is entitled to an unbroken vacation period.
- 12.10 Where it can be established that illness or accident occurred during vacation, sick leave will be substituted for any vacation days lost due to the illness or accident.

13.0 PUBLIC HOLIDAYS

- 13.1 Staff will be entitled to a holiday with pay on each of the following public holidays:

- Family Day - Third Monday in February
- Good Friday – Friday before Easter
- Easter Monday – Monday following Good Friday
- Victoria Day – Monday before May 25th
- Canada Day – July 1st
- BC Day – First Monday in August
- Labour Day – First Monday in September

National Day for Truth and Reconciliation – September 30th
Thanksgiving Day – Second Monday in October
Remembrance Day – November 11th
Christmas Day – December 25th
Boxing Day – December 26th
New Year's Day – January 1st
And any other day so proclaimed by Federal or Provincial Legislation

- 13.2 Each regular staff will receive the following days with pay during the Christmas/New Year period: Christmas Even Day to New Year's Day, inclusive.
- 13.3 In addition to Clauses 13.0.1 and 2, regular staff will receive two (2) floating holidays to be taken at the staff's discretion, provided two (2) days notice is given.
- 13.4 Whenever one (1) of the holidays listed in Clause 13.0.1 falls on a day which is a non-working day for any regular staff either the working day before or the working day after will be substituted for the holiday.
- 13.5 Any staff required to work on any public holiday listed in Clause 13.0.1 or during the Christmas break referred to in Clause 13.0.2 will receive double the regular daily rate of pay for the day worked and in addition will receive an additional day off.
- 13.6 By mutual agreement between the parties another day off may be substituted for any holiday listed in Clause 13.0.1.

14.0 SENIORITY

14.1 Seniority

- 14.1.1 Seniority is defined as length of service in the bargaining unit for all staff and will include service with SUVCC prior to the certification or recognition of the Union.
- 14.1.2 Seniority will be given prime consideration in determining preference or priority for hiring, promotion, transfer, demotion, layoff, recall, vacation selection or any other working condition set out in this Agreement.
- 14.1.3 Staff will not lose seniority due to absence from work due to sickness, disability, accident, layoff, labour dispute or approved leave of absence.
- 14.1.4 Staff will only lose seniority in the event that the staff:
- a) Is discharged for cause and not reinstated;
 - b) Voluntarily resigns in writing;
 - c) Voluntarily leaves the bargaining unit;
 - d) Is laid off for more than one (1) year.
- 14.1.5 Seniority will accrue within each job classification.

14.2 Layoff and Recall

Staff will be laid off and recalled according to length of service.

15.0 GRIEVANCE PROCEDURE

Any difference concerning the dismissal, discipline, or suspension of any staff, or the interpretation, application or operation of this Agreement, or any alleged violation of this Agreement, and any question as to whether any matter is arbitral, will be dealt with without undue delay or stoppage of work in the following manner.

15.1 Step One

15.1.1 Any staff having a grievance will first take the matter up in person with the Executive Director within 2 calendar weeks of becoming aware of the facts which gave rise to the grievance.

15.1.2 A staff may elect to have the Union Steward or Representative present at the meeting.

15.2 Step Two

15.2.1 If the grievance is not satisfactorily resolved within 2 calendar weeks of the Step One meeting the staff or Steward may advance the grievance to Step Two.

15.2.2 The Steward together with the grievor and a Union Staff Representative will meet with the Executive Director, SRO and Board Chairperson within 2 calendar weeks of the Step One answer being received and attempt to resolve the issue.

15.3 Arbitration

15.3.1 If no satisfactory resolution is forthcoming within 2 calendar weeks of the Step Two meeting, then either party may advance the matter to arbitration.

15.3.2 Arbitration proceedings will be instituted by service by either party upon the other of written notice to arbitrate.

15.3.3 The notice will be serviced within 3 calendar weeks of receiving an answer at Step Two or within 3 calendar weeks of the expiry of the time limits in step Two.

15.3.4 A single arbitrator will be the normal form of Arbitration Board unless there is mutual agreement to set up a three (3) person board.

15.3.5 Should the parties fail to agree on an arbitrator within 3 calendar weeks of receiving notice to arbitrate, either party may contact the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.

15.3.6 Each party will bear its own costs for the arbitration. The party which loses the arbitration will pay the costs of the Arbitration Board. If neither party is a clear winner of the arbitration, the Arbitration Board will divide its costs as it determines is appropriate.

15.4 Time Limits

Any time limits set out in Clause 15.0 may be varied by mutual agreement and it is agreed that the substance of the grievance is of primary importance and that no grievance will fail on purely technical grounds.

16.0 DISCIPLINE AND DISCHARGE

16.1 For Just Cause

- 16.1.1 SUVCC may discipline a staff for just cause subject to the following procedure.
- 16.1.2 A staff is entitled, prior to the imposition of any form of discipline or discharge, to be notified at a meeting with a representative of SUVCC of the reasons for considering the action.
- 16.1.3 A staff will be accompanied by a Steward or other Union Representative.
- 16.1.4 Failure to comply with Clauses 16.1.2 and 3 will render the discipline or discharge null and void.
- 16.1.5 A staff must be notified in writing of the ground for each and every form of discipline action and/or discharge.
- 16.1.6 In subsequent grievance procedures, including arbitration, SUVCC will be limited to the grounds stated in the written notice.
- 16.1.7 SUVCC may give a written warning.
- 16.1.8 If after a written warning has been given the problem continues, SUVCC may then suspend the staff for a period of up to three (3) consecutive working days, i.e., twenty-four (24) working hours.
- 16.1.9 The staff may be discharged only after a written warning except where the offence itself is of such seriousness that the dismissal would be clearly justified, even in the absence of a warning.
- 16.1.10 All forms of disciplinary action, including discharge, taken by SUVCC against staff will be subject to Clause 15.0, Grievance Procedure.
- 16.1.11 Once the grievance procedure has been initiated by the staff affected, any further disciplinary action will be stayed until the Grievance Procedure, Clause 15.0, has been concluded.
- 16.1.12 Any form of disciplinary action against the staff will automatically be removed from the staff's record after six (6) months and may not be used after that unless another warning letter is issued within the six (6) month period.

16.2 Reinstatement for Just Cause

If, as a result of the grievance procedure, it is found that a staff has been discharged without just cause, the staff will be reinstated without loss of seniority, rank or benefits, and will be compensated with interest, at current bank rates for personal savings accounts, by SUVCC for all the time lost retroactive to the date of discharge.

16.3 Benefits and Resignation

In case of discharge or resignation, the staff will receive all vacation entitlements and salary due to the date of termination.

17.0 COMPUTER OFFICE HEALTH

The Employer acknowledges its responsibility to make all reasonable and proper provisions for the maintenance of high standards for health and safety in the workplace, including properly heated, ventilated and lighted working environments. The Employer shall maintain such workplace health and safety standards as are mandated by the policies of Vancouver Community College and the regulations of WorkSafeBC and any applicable legislation.

17.1.1 The minimum standards for computer health and safety shall be those established by the Vancouver Community College.

17.1.2 A staff working with a computer system shall have a ten (10) minute period of alternate work from terminal use during every hour worked in front of a computer.

17.1.3 An employee who normally works with a display terminal shall have an eye examination upon employment and yearly thereafter, paid for the Employer. The Union shall be provided with a copy of the results. Either party may, at its own expense, require a different doctor to perform a second examination. In all cases, the choice of doctor shall be determined by mutual agreement between the Employer and the Union. The Employer agrees to pay for corrective actions when, in the opinion of the doctor(s), such actions are necessary to correct or prevent damage caused in full or in part, by the employee's use, at work, of a display terminal.

17.2 EQUIPMENT STANDARDS

The Employer shall ensure that all office equipment and furniture meet the ergonomic standards established by WorkSafeBC and any applicable legislation.

The Employer shall regularly service all computer and office equipment and shall promptly remove any piece of equipment that is deemed as being a risk to the health of staff.

18.0 MANAGEMENT RIGHTS

The Employer retains the right to manage the Society, to determine procedures of the Society in accordance with its policies and bylaws and, through its elected representatives, to direct the workforce accordingly. Management rights will be exercised in accordance with the provisions of this Agreement.

19.0 STAFF RIGHTS

19.1 Any rules, regulations or requirements introduced to the workplace will be limited to matters pertaining to the work of each staff. The employer agrees to meaningful consultation with the staff through their elected representatives in the development of rules and policies that effect the terms and conditions of employment or the day-to-day performance of assigned duties and responsibilities.

19.2 Representatives or members of SUVCC will not harass, belittle or intimidate staff nor interfere in the performance of their work.

19.3 No staff shall be disciplined for voicing personal opinions in a respectful manner on Employer policy or business.

20.0 OPERATIONS OF THE WORKPLACE

- 20.1 SUVCC will exercise its rights in a just and reasonable manner consistent with this Agreement.
- 20.2 Staff and their elected representatives will be entitled to fully participate in the development of work rules and policies of SUVCC which affect the terms and conditions of their employment and/or the day-to-day performance of their assigned duties and responsibilities.
- 20.3 Existing terms and conditions of work, customs, rights, privileges and benefits, that are not specifically mentioned in the Agreement, will be continued unless modified by mutual agreement of the executive and staff.
- 20.4 The staff may elect at least one (1) representative to attend all executive committee meetings and all annual, semi-annual, and special general meetings of the SUVCC with voice but no vote and with no loss of pay to the staff concerned.
- 20.5 The elected staff will be absent from those positions of SUVCC's executive meetings where the subject of discussion directly concerns negotiations between SUVCC and the staff.
- 20.6 Where new or additional equipment is required that is directly related to the workplace functions and assigned duties of the staff, the executive and staff concerned must mutually agree before a final decision is made to purchase, lease, rent or otherwise acquire the equipment.
- 20.7 Where renovations which will affect the working areas of staff are being planned, the executive and staff concerned must mutually agree before a final decision to authorize the renovations is made.
- 20.8 No job descriptions nor amendments to job descriptions will be made without the mutual agreement of the staff and the executive.
- 20.9 Where existing job duties are altered, or the volume of work increased, or where a staff is otherwise unfairly or incorrectly classified, the appropriate classification, job description and other related matters will be negotiated between the Executive and the Union. Failing agreement, the dispute may be referred to arbitration. The Arbitrator will have the power to determine the appropriate classification, job description and other related matters at issue effective as of the date of the job being changed.
- 20.10 Job descriptions for new positions will be established by mutual agreement between the staff and the executive.

21.0 JOINT COMMITTEE MEETINGS

- 21.1 In the interest of maintaining a harmonious relationship in the workplace, at the call of either party a meeting of one (1) Union Staff Representative and one (1) bargaining unit member for the Union plus the Executive Director and one (1) SUVCC Representative for the Employer, will be held to discuss any general issues arising from the Agreement.
- 21.2 The parties are free to make any agreements in the process that they agree are appropriate, that do not conflict with the collective agreement. Any agreement to changes of the collective agreement may only be made through ratification of the bargaining principles – CUPE Local 15 and SUVCC Board of Directors.

22.0 OCCUPATIONAL HEALTH AND SAFETY

The Employer and the Union agree to cooperate in the promotion of working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.

The Employer agrees to abide by the provisions of the *Workers' Compensation Act* and related regulations. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each for reference by all workers and will advise workers where to view it.

The Employer will provide the Union with copies of SUVCC internal process documents, policies and guidelines with regards to the *Workers' Compensation Act* or Occupational Health and Safety Regulations upon request. In the event of an investigation by WorkSafeBC, the Union has the right to participate in any such investigation as permitted by WorkSafeBC, including with respect to making any applicable submissions to WorkSafeBC. The Employer will keep the Union informed as to what steps have been taken if remedial orders are issued by WorkSafeBC as the result of an investigation.

23.0 PERSONAL HARASSMENT/SEXUAL HARASSMENT

For the purpose of this Article, personal harassment is defined as follows:

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

Any allegation of sexual or personal harassment shall be dealt with through the grievance process.

23.1 In cases of alleged sexual harassment, involving members of SUVCC or its executive, the parties will meet to investigate the matter within five (5) working days of the matter being brought to the attention of either party.

23.2 Should the parties be unable to resolve the problem then the aggrieved person may institute a grievance pursuant to Clause 15.0 of this Agreement.

24.0 PERSONAL DUTIES

24.1 No staff will be required to perform duties of a personal nature for any member of SUVCC nor its executive.

24.2 Refusal to perform these duties will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action.

25.0 DISTRIBUTION OF AGREEMENT

25.1 SUVCC will produce and distribute copies of this Agreement to each present and new staff.

26.2 Additional copies for the exclusive use of the Union will be made available at the cost to SUVCC.

26.0 ATTENDANCE AT FEDERATION MEETINGS

26.1 Employee's attendance at meetings, including but not limited to annual, semi-annual, and special general meetings as well as executive committee meetings, of the Federation shall be determined by job description or resolutions of the SUVCC board.

26.2 Requests for employee representation shall be made through the Executive Director. An employee has the right to choose to not attend a Federation meeting without being subject to disciplinary action for such a decision.

26.3 Attendance at these meetings will be considered time worked for all purposes of this Agreement. Where a Federation meeting is held outside of the Lower Mainland, all hours spent travelling to and from the destination shall be considered hours worked. Travel time resulting in an excess of an employee's regular work day or regular work week, shall be compensated on an hour for hour basis.

26.4 Employees shall be paid a maximum of twelve (12) hours of work at the appropriate regular rate and will be paid at overtime rates outlines in Article 11 for any hours worked beyond the twelve (12) hours for each day.

26.5 When attending a meeting of the Federation, employees shall be given a per diem in accordance with Article 6.8.1

27.0 POSTINGS AND VACANCIES

27.1 Hiring Committee

The hiring committee shall consist of two (2) representative of the Employer and two (2) representatives of the Union. The committee shall review applications, conduct interviews and make recommendations to the Board for the successful candidate.

27.2 Posting Vacancies

(a) Vacancies that are regular full-time, regular part-time or temporary vacancies that are six (6) weeks or more in duration, shall be posted for 14 calendar days.

(b) The notice of posting shall be posted at all SUVCC campus offices and may be posted externally. The notice of posting shall be emailed simultaneously to all staff (including those on leave), the BC Federation of Students Provincial office and the CUPE Union designate. It is the responsibility of employees to provide to the employer their personal email for this purpose.

(c) The posted notice shall include:

- hours of the position,
- full time, part-time or temporary,
- a statement of duties and responsibilities,
- qualifications/experience required,

- classification of position,
- period of employment.

(d) If the Employer receives applications from employees wishing to transfer to the vacant position, they shall be considered prior to any external applications. If multiple employees apply for transfer, the position shall be awarded to the employee who both meets the positions requirements pursuant to (c) above, and has the greatest seniority.

(e) If no existing employee applies for transfer or recall, or if no existing employee is deemed qualified pursuant to the above, the Employer shall consider external applicants.

28.0 CELLULAR PHONE

The Employer shall reimburse the cost of monthly cell phone plans for regular staff, up to one hundred twenty-five dollars (\$125) per month upon presentation of a bill summary.

29.0 SUCCESSOR CLAUSE

Should SUVCC amalgamate or merge with another Student Union or Association, the parties to this Agreement agree the Collective Agreement will continue in full force and affect with CUPE Local 15 being recognized as the Successor Union. Should there be any dispute, both parties agree to make representative to the Labour Relations Board to maintain CUPE Local 15 as the Union representing all existing and any new employees as a result of the amalgamation or merger.

30.0 COLLEGE CLOSURES

In the event any VCC Campuses are declared closed by the College, employees shall not suffer a loss of pay.

Signed this 18 day of April, 2023 at the City of Vancouver in the province of British Columbia.

Bargaining Representatives
for SUVCC (Employer):



Airan Sahagun – SUVCC Board Chairperson



Gabriel Sarnoh – Director of College Affairs

Bargaining Representatives
for the Union (CUPE Local 15):



Brynn Joyce – Bargaining Committee



Stefan Nielsen – Bargaining Committee



Gail Johnson – CUPE Local 15

LETTER OF UNDERSTANDING A – PENSION PLAN

Pension Plan

The parties agree to seek the opportunity to participate in a Pension Plan. If it is determined to be possible, the parties will proceed with the necessary steps to allow for eligible employees to participate.

When an employee does enroll, the Registered Retirement Savings Plan (RRSP) will be reduced by the percentage cost of plan participation [i.e., if the cost of the pension is six percent (6%) for the Employer, the RRSP will be reduced by six percent (6%)]. The employee may continue with the same deduction beyond the adjustment amount or reduce their contribution to the same as the Employer's.

Signed this 18 day of April, 2023 at the City of Vancouver in the province of British Columbia.

Bargaining Representatives for the Employer:

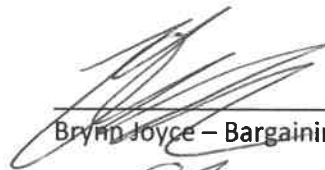


Airan Sahagun – SUVCC Board Chairperson



Gabriel Sarnoh – Director of College Affairs

Bargaining Representatives for the Union:



Brynna Joyce – Bargaining Committee



Stefan Nielsen – Bargaining Committee



Gail Johnson – CUPE Local 15

LETTER OF UNDERSTANDING B - INCREASE OF HOURS TO A 5/4 BIWEEKLY WORK SCHEDULE

Between

The Students Union of Vancouver Community College (SUVCC)
(Hereinafter referred to as "the Employer")

And

CUPE 15

(Hereinafter referred to as "the Union")

The parties agree to:

An increase in hour to a 5-day (40 hrs) - 4-day (32hrs) biweekly schedule. This represents an 8 hour increase every other week to be applied to the Friday. The affected positions are:

- Organiser of Advocacy and Governance
- Organiser of Campaigns and Communication
- Services Coordinator

A decrease in hours, one 8-hour shift, for those staff working 80 hours bi-weekly. Those positions will be moved to 5-day (40 hrs)/4-day biweekly (32hrs) schedule. The affected positions are:

- Executive Director
- Organiser Campus Life* (see note re: incumbent)

The bookkeeper position shall move from a 20 hr weekly to a 32-hour weekly schedule.

* The incumbent in the Organiser Campus Life (OCL) position shall maintain a 40-hour weekly schedule for the period the incumbent remains in the OCL position. Upon vacating the position, it shall revert to the 5/4 biweekly work schedule set out in this letter of understanding. Should the incumbent move to another position in the bargaining unit, the work schedule for the position shall apply.

All Staff shall have daily core hours between (10 to 4pm) that require on site attendance at the applicable campus – available to students. If for any reason a staff cannot meet the core hours every day (10:00 am to 4:00pm) on site requirement, they shall contact the ED as soon as possible and prior to the day(s) in question for permission to temporarily vary from the core hour requirements.

The week one Friday would require staff to be on site at the Broadway campus as a campus alignment and work catch up day. Additionally, it could be used for, but not limited to, cross campus updates, professional development, team building and campus alignment on projects or events that require meetings with staff from both campuses. The office will be closed to students.

The week two Friday would represent a day the office is closed and staff are not required to attend work, unless operationally required.

The flexible start and stop time, and protocols, would remain as it is currently as would the core hours that staff are expected to be on site and accessible to the student body.

Effective Date:

This agreement is in effect date of ratification. The implementation of this new schedule shall be determined by the Joint Labour Management Committee.

Terms of the Collective Agreement:

The terms of the collective agreement are in full force and effect with respect to any provisions that are not specifically referenced in this Letter of Understanding.

The incumbent in the position of Executive Director shall be compensated for benefits in accordance with this Letter of Understanding with the exception of the following.

The incumbent (Brynn Joyce) occupying the Executive Director positions shall maintain the same rate of accrual at Article 7.5 – Health and Welfare, as at the date of signing of this agreement. This shall remain in effect while the incumbents occupy the noted positions.

Should the incumbent, in the Executive Director position, no longer occupy the position, they shall then accrue the benefits at Article 7.5 – Health and Welfare commensurate with the position they move to.

Disputes:

Either party may raise, through the Joint Labour Management Committee, any concern or discussion regarding this new hour of work schedule, including ending or changing this schedule. Changes to this existing schedule shall only be made with the Boards agreement.

Any difference in the application, implementation or interpretation of this Letter of Understanding will be resolved in accordance with the Grievance Procedure.

MODIFIED 5/4 WORK SCHEDULE

The agreed to modified 2-week schedule is described below and the Letter of Understanding set out in these terms of settlement.

OCAG - Organiser Advocacy and Governance

SC – Service Coordinator

OCC – Organiser Campaigns Communications

OCL – Organiser Campus Life

ED - Executive Director

CURRENT SCHEDULE EVERY WEEK

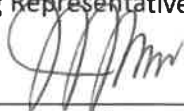
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRI.
32 Hr	McKenzie (SC) Gurpinder (OCG.) Stefan (OCC)	McKenzie (SC) Gurpinder (OCG.) Stefan (OCC)	McKenzie (SC) Gurpinder (OCG.) Stefan (OCC)	McKenzie (SC) Gurpinder (OCG.) Stefan (OCC)	
40 Hr	Andy (OCL)	Andy (OCL)	Andy (OCL)	Andy (OCL)	Andy (OCL)
40 Hr	Byrnn (ED)	Byrnn (ED)	Byrnn (ED)	Byrnn (ED)	Byrnn (ED)
Bookkeeper (20 hrs) (LOA in place for 32-hour wk.)	Helen	Helen	Helen	Helen	

NEW WORK SCHEDULE – EVERY TWO WEEKS

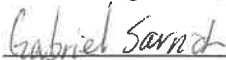
Position	Hours per week	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
WEEK ONE								<i>Closed</i>
Executive Director	40	<i>Closed</i>	8 HRS	8 HRS	8 HRS	8 HRS	8 HRS <i>Closed to students</i>	<i>Closed</i>
Bookkeeper	32	<i>Closed</i>	8 HRS	8 HRS	8 HRS	8 HRS	OFF	<i>Closed</i>
Organiser – Campus Life	40	<i>Closed</i>	8 HRS	8 HRS	8 HRS	8 HRS	8 HRS <i>Closed to students</i>	<i>Closed</i>
Organiser – Advocacy and Governance	40	<i>Closed</i>	8 HRS	8 HRS	8 HRS	8 HRS	8 HRS <i>Closed to students</i>	<i>Closed</i>
Organiser – Campaigns & Communications	40	<i>Closed</i>	8 HRS	8 HRS	8 HRS	8 HRS	8 HRS <i>Closed to students</i>	<i>Closed</i>
Services Coordinator	40	<i>Closed</i>	8 HRS	8 HRS	8 HRS	8 HRS	8 HRS <i>Closed to students</i>	<i>Closed</i>
Temporary Staff	Varies	<i>Closed</i>	Varies	Varies	Varies	Varies	varies	<i>Closed</i>
WEEK TWO								
Executive Director	32	<i>Closed</i>	8 HRS	8 HRS	8 HRS	8 HRS	<i>Closed</i>	<i>Closed</i>
Bookkeeper	32	<i>Closed</i>	8 HRS	8 HRS	8 HRS	8 HRS	OFF	<i>Closed</i>
Organiser – Campus Life *	32	<i>Closed</i>	8 HRS	8 HRS	8 HRS	8 HRS	<i>Closed</i>	<i>Closed</i>
Organiser – Advocacy and Governance	32	<i>Closed</i>	8 HRS	8 HRS	8 HRS	8 HRS	<i>Closed</i>	<i>Closed</i>
Organiser – Campaigns & Communications	32	<i>Closed</i>	8 HRS	8 HRS	8 HRS	8 HRS	<i>Closed</i>	<i>Closed</i>
Services Coordinator	32	<i>Closed</i>	8 HRS	8 HRS	8 HRS	8 HRS	<i>Closed</i>	<i>Closed</i>
Temporary Staff	Varies	<i>Closed</i>	Varies	Varies	Varies	Varies	<i>Closed</i>	<i>Closed</i>

** The incumbent in the Organiser Campus Life (OCL) position (Andy Oya) shall maintain a 40-hour weekly schedule for the period the incumbent remains in the OCL position. Upon vacating the position, it shall revert to the 5/4 biweekly work schedule set out in this letter of understanding. Should the incumbent move to another position in the bargaining unit, the work schedule for the position shall apply.*

Bargaining Representatives for the Employer:

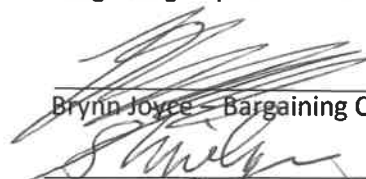


Airan Sahagun – SUVCC Board Chairperson

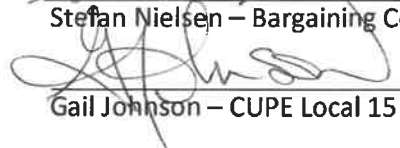


Gabriel Sarnoh – Director of College Affairs

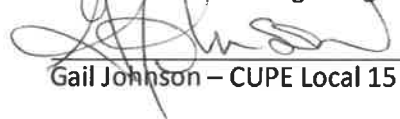
Bargaining Representatives for the Union:



Brynn Joyce – Bargaining Committee



Stefan Nielsen – Bargaining Committee



Gail Johnson – CUPE Local 15

APPENDIX 1 – WAGE RATES AND JOB DESCRIPTIONS

There will be an annual wage increase of one percent (1%). The annual increase shall be applied as set out below.

WAGE RATES AND JOB DESCRIPTIONS

	POSITION	HRS BI-WEEKLY	July 1, 2022	Jan. 1, 2023	July 1, 2023	Jan. 1, 2024	July 1, 2024	Jan. 1, 2025	July 1, 2025	Jan. 1, 2026	July 1, 2026
			Current Wage	COLA	1% Increase WAGE	COLA	WAGE	COLA	WAGE	COLA	WAGE
Regular Staff	Bookkeeper	64	\$39.73	✓	1 %	✓	1 %	✓	1 %	✓	1 %
	Executive Director	72									
	Organisers	72									
	Services Coordinator	72									
Temporary Staff	Various		\$24.30	✓	1 %	✓	1 %	✓	1 %	✓	1 %

EXECUTIVE DIRECTOR - JOB DESCRIPTION
(Modified 5/4 Work Schedule - 72 Hours Bi-weekly)

Experience and Qualifications

The Executive Director shall be knowledgeable of and have experience in:

- The student movement
- Post-secondary education and student issues
- Student union Services
- Student Union Campaigns
- College and/or university governance structures
- Office administration
- Advocacy resource center
- Event planning and coordination
- Budget planning
- Knowledge of Student Health and Dental extended benefits

Resourcing the Board of Directors

- Attend Board of Directors, working group of the Union and Federation meetings as a resource person
- Assist with production and filing of meetings and working group meeting when required
- Assist with ensuring students are represented on institution boards, councils, and committees
- Attend Institution boards, councils, and committees as a resource person
- Attend meetings of Institution boards and council committees as required
- Coordinate and attend meetings with the institution administration
- In conjunction with the Bookkeeper assisting with the coordination of Union's finances including maintenance of the general ledger and other financial records, and budget planning

Organising and Campaigns

- Assist with the development, coordination and implementation of campaigns and local membership awareness strategies and related materials
- Assist with the organisation of elections, referenda and general meetings
- Assist with the development, coordination and implementation of seminars, workshops, lectures and other events for members

External Relations

- Assist with the production of articles, letters to the editor, editorials and other media documentation as required
- Assist in the production and distribution of press releases
- Attend meetings, workshops and conferences as may be required
- Work in coalition with community organisations

Research

- Maintain awareness of post-secondary education research and policies that may be relevant to the Union
- Undertake research as requested by the Board of Directors

General Responsibilities/Duties

- Assist the Board of Directors in meetings its obligations as per the *College Act* and the *Society Act*
- Assist with archiving and official Society record-keeping
- Assist with general office duties, including, but not limited to, faxing, photocopying, answering telephones, room and table bookings, production of International Student Identity Cards, etc.
- Managing the day-to-day operation of the Students' Union Offices
- Supervising and assigning staff responsibilities
- Advising the Staff Relations Officer with respect to staff issues aside from labour relations issues
- Scheduling vacations
- Maintaining records in relation to overtime, sick leave and other leaves under the collective agreement
- Working with the Director of Internal Relations or representative of the Budget and Operations Committee in the development of the annual budget
- Monitoring expenses in relation to the budget as prescribed by the Budget and Operations Committee
- Working with the auditor and bookkeeper on financial matters including year-end reports.
- Working with staff members and the Board of Directors to develop goals and objectives
- Providing assistance and administrative support to staff
- Other duties assigned by the Staff Relations Officer from time to time
- After consultation with the Board Chairperson, act as a spokesperson to media and the public as from time-to-time may be required as it relates to the advocacy and governance work of the Students' Union

The SUVCC is a unionized workplace under the CUPE Local 15 salary and benefits are subject to the Collective Agreement.

SERVICES COORDINATOR - JOB DESCRIPTION
(Modified 5/4 Work Schedule -72 Hours bi-weekly)

Experience

The Services Coordinator shall be knowledgeable of and have experience in:

- The student movement
- Post-secondary education and student issues
- Student Union Services
- Office Administration
- Knowledge of Student Health and Dental Extended benefits

Services

The Services Coordinator shall:

- Assist with the implementation of services
- Administer the extended health and dental plan
- Liaises with students and relevant college departments to ensure that the health and dental plan is operating effectively.
- Respond to members' phone, e-mail and in-person inquiries regarding services and programs
- Handle confidential information according to college and Student Union guidelines
- Process members' health and dental "opt-ins" and "opt-outs", maintain accurate records, and appropriately manage this information with eh plan provider and the College, where appropriate
- Process, file and maintain documentation related to services
- Ensure that student staff are properly trained to answer frequently asked questions on services of the Student Union
- Assist with the distribution of services materials
- Implement Federation policy changes in regard to services as required
- Acts as the primary liaison between the Students' Unions and the National Student Health Network and other organisations
- Work in coalition with other student unions in regard to services
- Attend administrative meetings and training sessions for service plans
- Assists with Student Union elections and referenda
- Attend Federation meetings as may be required

Office Duties

The Services Coordinator shall:

- Assist with general office duties, including, but not limited to, faxing, photocopying, answering telephones, production of International Student Identity Cards, etc.

Qualifications:

The Services Coordinator shall have:

- Two (2) years' previous work experience in the not-for-profit sector
- Experience working with non-profit student health plans
- Experience in the student movement
- Ability to work independently
- Experience with computer word-processing, spreadsheet, and database systems
- Commitment to a high standard of customer service

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BOOKKEEPER - JOB DESCRIPTION
(Sixty-four Hours Bi-weekly)

Function

In consultation with the Executive Director, coordination of the internal finances of the Students' Union.

Experience and Qualifications

The Bookkeeper shall be knowledgeable of and have experience in:

- The student movement
- Post-secondary education and student issues
- Accounting with a superior accounting and administrative aptitude
- Finances
- Non-profits non-governmental organisations and or government agencies
- College governance structures
- Office administration
- PC and Macintosh environments
- Producing financial reports
- Budget planning
- Bookkeeping

Duties

The Bookkeeper shall:

- Data Entry and Reconciliation
- Departmental reports
- Produce monthly reports on the status of union finances
- Coordinate all accounts payable and receivable with the Organiser of the Students' Union
- Produce cheques for the society
- Keep up to date with the union's finances
- Work with the Auditor on financial matters including year-end reports
- Perform payroll and payroll deductions
- Maintain personnel records
- Perform all other payroll and associated remittances
- Develop annual budgets, in consultation with the Organiser and Treasurer
- In consultation with the Organiser, develop and maintain internal financial controls
- Prepare invoices and ensure timely collection of all receivables
- Oversee the handling of all cash on hand and manage the petty cash fund
- Maintain a comprehensive financial filing system

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ORGANISER-CAMPUS LIFE - JOB DESCRIPTION
(Modified 5/4 Work Schedule -72 Hours Bi-weekly)

Experience and Qualifications

The Organiser-Campus Life shall be knowledgeable of and have experience in:

- 3 to 5 years working in the advocacy, not-for-profit or post-secondary sector
- A high school diploma plus some post-secondary education
- Thorough knowledge of the student movement and its aims
- Experience working on post-secondary education issues, specifically those related to students
- Basic experience using word processing, spreadsheet and database software
- Experience producing reports, making presentations and undertaking basic office administration functions
- Planning and implementing events for small and large groups
- Creating marketing and advertising campaigns for events and services
- Fundraising and procuring sponsorships
- Serving and overseeing the service of alcohol in either a special event or pub environment
- Creating promotional events using graphic design software
- Planning events for constituent communities such as Indigenous students or international students
- Experience handling cash and operation a point-of-sale system
- Experience executing customer/member service functions

The Organiser-Campus Life is required to hold a valid Serving It Right Licensee license as well as level 1 Food Safe certification.

Organising Duties

All Organisers shall have the following common duties:

- Assist with customer service and front-line service delivery, including reception and sales duties
- Assist with the execution of Students' Union events and activities
- Assist members of the Board in executing their duties by providing counsel, advice and direct assistance
- Attend Board and general meetings of the Students' Union as a resource person as required
- Proactively promote the benefits of membership in the Students' Union and British Columbia Federation of Students in execution of duties and dealings with general members
- Maintain up-to-date knowledge of the Students' Union's structures, bylaws, policies, procedures, contracts and rules of order
- Attend workshops and conferences as may be required from time-to-time.
- Work collectively as a team with other members of staff.

Event Co-ordination Duties

The Organiser-Campus Life shall have the following event coordination duties:

- Create an annual events plan and oversee the planning, coordination and implementation of such annual events and such other events as may be mandated by the Board of Directors
- Create event outlines before, and event reports immediately after, each Students' Union event
- Create and coordinate the distribution of event promotional materials
- Undertake fundraising and sponsorship procurements to subsidize the costs of events and activities as may be required
- Maintain events supplies and equipment, ensuring that they are properly cleaned up and stored after events
- Report on and organize building maintenance, repairs and cleaning required after events
- Act as a server and licensee at events involving alcohol, as may be required
- Complete such other duties as may be consistent with event coordination and the promotion of campus life and
- Ensure that incident reports are completed and filed as required following events, and maintain event general files and archives

College Relations and Other Duties

The Organiser-Campus Life shall have the following college relations duties:

- Work with members of the Vancouver Community College community to ensure Students' Union participation in such campus-wide events as new student orientation, welcome weeks and, with Board members and the Executive Director, represent the Students' Union in such endeavors
- Assist with the development and maintenance of the Students' Union's relations with the College's, International Education and Student Services staff in relation to campus life activities and events and
- Provide counsel and assistance to clubs in the organization of club events

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ORGANISER – ADVOCACY and GOVERNANCE - JOB DESCRIPTION
(Modified 5/4 Work Schedule -72 Hours Bi-weekly)

The Organiser-Advocacy and Governance shall be primarily responsible for:

- Working with the members of the Board to execute the advocacy and governance functions of the Students' Union
- The direct advocacy portfolio and assist members with issues of fairness on campus
- Assisting with membership development and promotion of the profile of the Students' Union on campus

Experience and Qualifications

All Organiser's shall be knowledgeable of and have experience in:

- The Student Movement
- Post-Secondary Education and Student Issues
- Student Union Campaigns
- Student Union Services
- College and/or university governance structures
- Office Administration
- Advocacy resource centers
- Event Planning and Coordination
- Working within governance structures and interpreting legislation governing the administration of post secondary structures or workplace structures
- Developing and executing government relation strategies
- Researching social policy
- Project development and implementation
- Conflict resolution, mediation and negotiation
- Coordinating committees
- Consultation and survey development and implementation
- Learning opportunity development and facilitation
- Experience with social media, online, and print communication
- Experience using graphic design software

Organising Duties

All Organisers shall have the following common duties:

- Assist with customer service and front-line service delivery, including reception and sales duties
- Assist with the execution of Students' Union events and activities

- Assist members of the Board in executing their duties by providing counsel, advice and direct assistance
- Attend Board and general meetings of the Students' Union as a resource person as required
- Proactively promote the benefits of membership in the Students' Union and British Columbia Federation of Students in execution of duties and dealings with general members
- Maintain up-to-date knowledge of the Students' Union's structures, bylaws, policies, procedures, contracts and rules of order
- Attend workshops and conferences as may be required from time-to-time
- Work collectively as a team with other members of staff

Advocacy Duties

- Provide members guidance on their appeals or complaints under the policies of Vancouver Community College based on college policies, the principles of natural justice and procedural fairness
- Provide direct advocacy and support to members experiencing issues of fairness with faculty, staff, or institution
- Assist members in the preparation of appeals and complaints
- Attend meetings between students and college representatives to both assist students in filing appeals, and serve as a witness on behalf of students
- Maintain up-to-date knowledge of college policies, procedures, regulations, and decisions regarding student appeals
- Resource members and Board members to interpret and apply VCC policies and procedures
- Accompany members to meetings with faculty, instructors, staff, administration and deans
- Assist the members of the Board in college relations and direct government relations as required and as it relates to the advocacy and governance work of the Students' Union
- Act as a spokesperson to media and the public as from time-to-time may be required as it relates to the advocacy and governance work of the Students' Union
- Regularly attend general meetings of the British Columbia Federation of Students
- Attend British Columbia Federation of Students Executive Committee meetings as may be required
- Conduct research on education and social policy and procedure to assist in formulation of Students' Union policy positions
- Develop annual report on advocacy role, compile records of advocacy statistics and trends
- Write position papers on issues of student fairness as may be required

Governance Duties

- Undertake regular review of the VCC budget regarding how it relates to students
- Track institutional issues and compile research for the proposals and position papers of the Students' Union
- Policy analysis both internal to SUVCC and concerning VCC policy and procedure
- Develop and implement orientation and learning opportunities for governance council members, student representatives on review committees or various other institutional committees
- Ongoing resourcing of board members, senate, BOG, and faculty council reps
- Enhance collaboration across campus with student involvement
- Direct relationship building with deans and some chairs, Student Affairs, and the Faculty Association

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ORGANISER-CAMPAIGNS AND COMMUNICATIONS – JOB DESCRIPTION
(Modified 5/4 Work Schedule -72 Hours Bi-weekly)

Experience and Qualifications

All Organiser shall be knowledgeable of and have experience in:

- The Student Movement
- Post-Secondary Education and Student Issues
- Student Union Campaigns
- Student Union Services
- College and/or university governance structures
- Office Administration
- Advocacy resource centers
- Event Planning and Coordination
- The Organiser-Campaigns and Communication shall have the following specific experience:
 - Working within governance structures and interpreting legislation governing the administration of post-secondary structures or workplace structures
 - Developing and implementing a variety of public campaigning tactics
 - Developing and executing government relations strategies
 - Acting as a public and media spokesperson
 - Experience with social media, online, and print communication
 - Experience using graphic design software

Duties

Organising Duties

All Organisers shall have the following common duties:

- Assist with customer service and front-line service delivery, including reception and sales duties
- Assist with the execution of Students' Union events and activities
- Assist members of the Board in executing their duties by providing counsel, advice and direct assistance
- Attend Board and general meetings of the Students' Union as a resource person as required
- Proactively promote the benefits of membership in the Students' Union and British Columbia Federation of Students in execution of duties and dealings with general members
- Maintain up-to-date knowledge of the Students' Union's structures, bylaws, policies, procedures, contracts and rules of order
- Attend workshops and conferences as may be required from time-to-time
- Work collectively as a team with other members of staff

Communication Duties

The Organiser-Campaigns and Communication shall have the following membership communication duties:

- Work with appropriate Board members to coordinate classroom speaking and information tabling to promote the benefits of membership in the Students' Union and British Columbia Federation of Students at all campuses
- Take the lead on social media communications
- Take the lead on maintenance and growth of the SUVCC app
- Production of a regular email newsletter for Students' Union members
- Maintenance of the Students' Union website and email list-serves
- Produce promotional material for events, services and advocacy
- Be primarily responsible for the coordination of the annual members' handbook and the production of membership development products
- Support the work of elections through the production of materials and communication about elections

Campaigns Duties

The Organiser-Campaigns and Communication shall have the following campaigns duties:

- Work with appropriate Board members to prepare an annual campaigns and government relations strategy to include those campaigns adopted by the British Columbia Federation of Students
- Act as a resource to, and help facilitate, the work of the Campaigns Working Group, and assist members to implement the campaigns and government relations strategy throughout the year
- Coordinate membership awareness events, including but not limited to: public lectures, workshops, events and information fairs
- Assist members of the Board in university relations and direct government relations as it relates to the campaigns work of the Students' Union
- Act as a spokesperson to media and the public from time-to-time as may be required as it relates to the campaigns work of the Students' Union
- Coordinate the Students' Union's coalition work with on-campus unions and such other external organizations with which the Students' Union may affiliate
- Regularly attend general meetings of the British Columbia Federation of Students
- Attend British Columbia Federation of Students Executive Committee meetings as may be required
- Conduct research on education and social policy to assist in formulation of Students' Union campaigns work

The SUVCC is a unionized workplace under the CUPE Local 15 all salary and benefits are subject to the collective agreement.