BETWEEN

LANGARA COLLEGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 15

VANCOUVER MUNICIPAL, EDUCATION & COMMUNITY WORKERS

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APRIL 1, **2019** - MARCH 31, **2022**

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About CUPE Local 15 - Vancouver Municipal, Education and Community Worker's Union

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The Local Union

The CUPE 15 is the bargaining agent for the support staff **and Continuing Studies (CS) Langara English for Academic Purposes (LEAP) Instructors** at Langara College. In addition, the Union represents employees of 17 other employers in the Lower Mainland.

The members (approximately 6,000) of the CUPE Local 15 are represented by an Executive Board which carries on the business of the Union between general meetings.

General Membership Meetings

Meetings are held the fourth Wednesday of every month at 5.30 p.m. The purpose of the Local meeting is to keep Members informed on what is happening in the Union. Policies that affect the Local and you as a member are made at these meetings. Special meetings of your Contract group may be held at your request.

Local 15 By-laws

The Local 15 By-laws outline your duty as a Local 15 Member and details the regulations and bylaws that govern Local activities. Any questions on the By-laws can be answered by your Shop Steward or an Executive Member.

Union Staff

The Union employs Staff Representatives, clerical support staff, Job Evaluation Representatives and Building Maintenance Workers. These employees carry out much of the work of the Union at the direction of the membership and Executive Board. The staff are part of an integrated team, attending to problems involving the Union members, providing research information, and assisting in grievances, negotiations and administration of the Collective Agreement.

CUPE

The Canadian Union of Public Employees is Canada's largest union. CUPE represents more than 600,000 workers in a wide range of occupations from coast to coast.

CUPE is a democratic Union in which the members make the decisions and set the policies. At all levels, it is the rank-and-file members who determine by majority vote what the Union does.

The CUPE Constitution accordingly belongs to the members of CUPE. It determines the Union's objectives and how the Union operates. It forms the basis for the functioning of the more than 2,152 CUPE local unions across Canada.

I TERM OF AGREEMENT

This Agreement shall be for a term of **thirty-six (36) months from April 1, 2019, to March 31, 2022**, both dates inclusive.

If no agreement is reached at the expiration of this agreement, this agreement shall remain in force up to the time a strike or lockout commences, or until a new or renewed agreement is entered into.

II SCHEDULES TO GOVERN

Whenever there is conflict between the schedules to this Agreement and the general terms of the Agreement, the provisions of the schedule shall govern.

III DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

The following definitions and coverages shall apply in this Agreement:

1. The "College" means the Board of Langara College.

2. "College President" means the President and Chief Executive Officer of Langara College.

3. "Director, Human Resources" means the person so employed and designated.

4. "Union" means the CUPE Local 15, Vancouver Municipal, Education and Community Workers (V.M.E.C.W.).

5. Permanent Employee

   An employee who has been appointed to permanent staff by the College following eight hundred and fifty (850) hours of satisfactory work with the College. Permanent appointments of less than full-time may be made with the prior approval of the Union. The Union shall provide a response within a reasonable time. Approvals shall not be unreasonably withheld. A permanent employee is entitled to all employee benefits provided by the Agreement.

6. Probationary Employee

   a. A new permanent employee shall be considered in a probationary capacity until the satisfactory completion of eight hundred and fifty (850) hours worked.

c. A temporary employee shall be paid an amount of ten percent (10%) in lieu of the following benefits: sick leave, pension, deferred savings, health insurance, group life and voluntary life insurance, short term salary indemnity, long term salary indemnity, gratuity plan, dental plan and paid bereavement leave. Such temporary employee shall, however, be entitled to annual vacation, general holidays and Christmas and New Year's days off in accordance with the respective provisions of this collective agreement.

d. A temporary employee upon having worked eight hundred and fifty (850) hours may opt in writing to receive benefits specified in c) above and forego the ten percent (10%) payment in lieu. In either event, such employee shall continue to be entitled to annual vacation, general holidays and Christmas and New Year's days off in accordance with the respective provisions of this collective agreement.

e. Temporary employees engaged on a casual basis from day to day and paid on a timesheet basis shall be entitled to vacations as follows:

i) Payment for vacation shall be made each pay day along with regular earnings and other entitlements for that particular pay period.
ii) Payment shall be made on the basis of two percent (2%) of basic earnings for each five (5) working day entitlement.

f. A temporary employee appointed to a posted temporary position of six (6) months or more shall be appraised during the first eight hundred and fifty (850) hours worked in that position taking into account:

i) the quality of work;
ii) conduct;
iii) capacity to work harmoniously with others;
iv) ability to meet work performance standards set by the College.

The employment of a temporary employee can be terminated at any time during the appraisal period without pay in lieu of notice, subject to the grievance procedure.

g. A temporary employee who has accumulated eight hundred fifty (850) hours of length of service will maintain internal status and length of service for posted vacancies which close within five (5) months following their last day worked. To facilitate application of this provision, temporary employees should indicate their last day worked or if currently employed on their application.

8. Benefits For Less Than Full-time

An employee who has qualified for employee benefits under the provisions of this Collective Agreement shall retain such benefits as long as they are employed on the

5. The College in determining the superior candidate in **the** selection process may utilize various selection tools including applicant testing. Candidate testing will be consistent with the job description.

6. **In the event that a vacancy is posted pursuant to Article IV 1 and one or more vacancies for the same job subsequently come available within three (3) months of the original job posting, the hiring manager, at their discretion, may consider applicants who applied on the original competition, prior to posting a new vacancy.**

7. A temporary position equal to or greater than fourteen (14) hours per week which has existed for a continuous twelve (12) months and can reasonably be expected to be ongoing shall be established as a permanent position and shall be posted in accordance with this Article, subject to provisions of Article III 5.

8. The College will wherever reasonable combine part-time, temporary work which is ongoing to create regular positions equal to or greater than fourteen (14) hours per week in accordance with Article IV 7. Said work to be combined will normally be in the same classification or pay rate.

9. The College will consider the amount of overtime work and excess workload concerns when creating new positions. (Reference Article XI.M)

10. A temporary position which is established as permanent may, in accordance with Appendix III to this agreement, be established on a term basis by mutual agreement between the College and the Union and shall be posted as provided in this Article.

11. Should the College decide to eliminate or delay in filling vacant positions under the scope of this collective agreement, the College shall provide written advice to the Union, with a copy to the designated steward, within four (4) weeks of the position becoming vacant.

12. Once a position has been posted, the College shall not cancel that posting unless it can demonstrate that circumstances arose after the posting occurred which necessitated the cancellation. The College shall notify the Union in writing of such circumstances. If the Union does not agree with the College's decision, it may initiate a grievance commencing at Step 3 of the grievance procedure.

VI UNION SECURITY

VII CHECK-OFF

In accordance with the provisions of Section 16 of the *Labour Relations Code* of British Columbia, the College will deduct from the wages of any employee covered by this Agreement, union dues and assessments levied in accordance with the by-laws of the Union. For new employees, these deductions will commence on their first day of employment.

VIII EMPLOYEE RIGHTS

A Job Description

Effective January 2015, the College shall retain all job descriptions and rating sheets. These job descriptions and rating sheets shall be provided to the Union upon request.

B Personal Duties

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

C Picket Lines

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

D Human Rights

The College shall not refuse to employ, or to continue to employ, or to advance or promote a person, or discriminate against a person in respect of employment or **any term or** condition of employment unless reasonable cause exists for such refusal or discrimination**, in accordance with Section 13 of the *Human Rights Code* of BC**.

For the purposes of the foregoing, the race, religion, colour, age, marital or **family** status, ancestry, place of origin, **physical or mental** disability, political belief or union membership or activity, **sex,** sexual **orientation, or gender identity or expression** of any person or class of persons shall not constitute reasonable cause; the sex of any person shall not constitute reasonable cause unless it relates to the maintenance of public decency; a conviction of a criminal or summary conviction charge shall not constitute reasonable cause unless such charge relates to the occupation, or employment or to the intended occupation or employment, advancement or promotion of a person. Any allegation of discrimination shall be dealt with through the **College's Human Rights Policy. Should the Union elect to grieve, it will be through the g**rievance **p**rocedure, with the burden of proof being on the Union.

E Sexual and Personal Harassment

c. An arbitrator, in the determination of a complaint of harassment, may take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.

5. a. Employees against whom a grievance of complaint has been filed shall have the right to know what allegations have been made against them, and shall have the right to request Union representation at all meetings, interviews and hearings where the employee's presence is requested.

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

6. An employee who chooses to file a complaint in accordance with the College's Harassment Policy, and does not achieve a satisfactory resolution, may file a grievance at Step 3 of the grievance procedure.

7. Employees shall be able to deal with matters related to harassment on a confidential basis with the Director, Labour Relations and Human Rights.

Therefore the College Director, Labour Relations and Human Rights shall not be called to be a witness at an arbitration hearing in any dispute relating to harassment in which **they have** been involved as the College Director, Labour Relations and Human Rights.

In addition, confidential or personal documents provided to the College Director, Labour Relations and Human Rights by the employee shall not be used in any grievance/arbitration without the employee's current consent unless said documents are available to the College independent of the College Director, Labour Relations and Human Rights.

8. Time limits shall be waived for grievances filed under Article VIII E.6 above.

F <u>Transfer Within CUPE Local 15 - V.M.E.C.W.</u>

CUPE Local 15 members, hired directly from other employers, will be credited with their accumulated length of service for vacation, increment and benefit entitlement purposes. Seniority will not be transferred.

G <u>Disciplinary Meetings</u>

Whenever a Langara College Manager meets with an employee who is a member of this CUPE Local 15 bargaining unit for the purpose of reprimanding or disciplining the employee, the employee has the right to have a witness or a Shop Steward of the Union

VIII EMPLOYEE RIGHTS

J Personnel File

An employee shall be provided at the time of filing with a copy of evaluation performance statements, letters of commendation and reprimand, and any other documents which may be the basis of disciplinary action. It shall be clearly indicated to the employee at the time of filing that such material is to be placed in their personnel file.

An employee or their designate shall have access to all material in their official personnel file at a time or at times mutually convenient to the employee and to the College. Examination of the contents of the official personnel file shall be in the presence of a person authorized by the College.

When within twenty-four (24) months there have been no related incidents or recurring pattern of behaviour which resulted in a reprimand or disciplinary action, Human Resources Consultant, upon written request of the employee, shall remove the adverse material from their personnel file. Should an employee fail to request removal of the adverse material, it will be deemed to have been removed.

When an employee leaves the service of the College, it shall be the policy of the College not to divulge to prospective employers any adverse reports or letters of reprimand issued up to six months prior to the date of termination.

The College shall not introduce at disciplinary proceedings any document, etc. from an employee's personnel file which was not given to the employee at the time it was placed in the file.

All grievance correspondence will be held in a file separate from the employee's personnel file.

K Trade Union Activity

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

L Ethics/College Policy

Where an employee feels that they are being asked to do something unethical, or in violation of College policy, they may pursue the matter through the grievance procedure, commencing at Step 1 or 2, at the employee's option, but this will not be arbitrable.

IX GRIEVANCE PROCEDURE

Any differences concerning the dismissal, discipline, or suspension of an employee or the interpretation, application, or operation of this Agreement, or any alleged violation of this

Should either party decline to accept the referral to, or recommendations of, the investigator then the matter may be referred to a single arbitrator for final and conclusive determination. The single arbitrator shall be chosen from the following list of arbitrators:

John B. Hall	Joan McEwen	Karen Nordlinger	David McPhillips
Bob Pekeles	Vince Ready	Bob Diebolt	Judi Korbin

Additional names may be added by mutual agreement.

The selection of the single arbitrator must be agreed to within seven (7) working days or either party may apply to the Chair of the Labour Relations Board to make such appointment from the preceding list.

The decision of the single arbitrator shall be final and binding and enforceable on all parties. This decision shall be made and transmitted to both parties within twenty-one (21) days from the conclusion of the arbitration hearing.

All costs and expenses incurred by the arbitrator shall be shared on an equal basis.

Arbitration Board

Notwithstanding the foregoing, either party may require that a dispute be heard by a three person arbitration board.

Such option must be communicated to the other party within seven (7) working days of advancement to arbitration.

One member is to be appointed by each of the parties and the appointees shall then choose the chairperson from the preceding list. Failing agreement within seven (7) working days, either party may apply to the Chair of the Labour Relations Board to make the appointment from the list.

The decision of the arbitration board shall be final and binding upon both parties and will be transmitted to both parties within twenty-one (21) working days after the conclusion of the arbitration hearings. Each party shall pay its own expenses and the remuneration and disbursements of its appointee to the board. The parties will share equally the costs of the chair, including expenses.

B The grievor(s) or the Union shall be responsible for advancing the grievance to each succeeding Step and shall do so by notifying the College in writing, not later than seven (7) working days from receipt of the written response. Only the Union may advance Union or employee grievances to Step 4. The succeeding stage shall commence the day following receipt of such notice. Where notification is to proceed to the arbitration stage, Step 4, the time limit shall be twenty-five (25) working days from the expiration of the previous stage. If such notice is not given, the grievance shall be deemed to be abandoned and all recourse to the grievance procedure shall be at the end. Time limits are intended to result in the prompt resolution of grievances.

GRIEVANCE PROCEDURE[1]

			TIME LIMIT IN WORKING DAYS			
Step	**Method to Initiate**	**Who's Involved**	**Initiate**	**Meeting to Happen**	**Response to Meeting**	**Comments**
1[2]	Verbal to immediate supervisor	- Grievor - Steward (Optional) - Immediate supervisor	Within 15 days of becoming aware of the problem	Within 15 days of becoming aware of the problem	Within 5 days to employee and/or Steward	Grievor, Steward provided preparation and meeting time at all stages
2	Written notice to immediate supervisor, copy to Administrator and Union Office	- Grievor - Steward - Immediate supervisor - Administrator (or delegate)	Within 7 days of Step 1 response or 15 days if Step 1 bypassed	Within 5 days of receiving grievance	Written to Steward with copy to Union within 10 days of meeting	
3	Written to Director, Human Resources	- Grievor - Steward - Staff Representative (or delegate) - Director, Human Resources (or delegate)	Within 7 days of Step 2 response	Within 5 days of receipt of referral	Written to Staff Representative (or delegate) within 10 days of the meeting	Option to start grievances at Step 3: e.g. dismissal, lengthy suspension, benefits, job selection or payroll
4	Written to Director, Human Resources	- As above plus 1 Arbitrator or 3 person Arbitration Board	Within 25 days of expiration of previous Step 3	When able to schedule	Written to Union and Employee and Labour Relations within 21 days of Hearing	Final and binding costs shared equally. Option to use lawyers

Note 1: This chart is provided for reference purposes. If there is a dispute between the chart and the collective agreement, the collective agreement language shall prevail.
Note 2: Optional can go directly to Step 2

b. Whether or not the various factors of the job and its accrued points fall substantially within the Category in which it is located.

c. Whether or not the duties, responsibilities or other aspects of the job have changed sufficiently to warrant a new or revised Category.

d. Whether or not the rate of pay recommended for a new or revised Category is proper and bears a realistic and acceptable relationship when compared to other jobs of equal value within Langara College.

i) For those jobs for which the College and/or the Union find that the factors or factor degrees of the Plan do not recognize or acknowledge the unique characteristics or circumstances of a new job or a significantly changed job having unique characteristics or circumstances, the parties will meet to discuss the creation of an anomaly.

ii) In such circumstances an external salary review will be conducted. This extraordinary salary review will be limited to rates of pay currently valid within colleges and institutes in the lower mainland, or where no valid comparisons exist, with rates of pay currently valid within the public sector of British Columbia.

iii) Requests for the creation of anomalies and the related external salary review may be initiated by the Union or College and are limited to no more than two percent (2%) of employees or individual jobs within the bargaining unit in any calendar year.

iv) Should the parties fail to agree on a rate of pay for the anomalous job, the matter shall, within fifteen (15) working days, be discussed informally between the Manager, Human Resources and the Staff Representative, or their respective delegates, and an effort made to resolve the matter. This step shall not exceed fifteen (15) working days.

v) If agreement is not achieved, the matter of rates may be referred, within thirty (30) working days to John Kinzie or a substitute agreed by the parties, for final and binding determination.

vi) Such adjustments shall be recognized as special anomalies and would not allow for/become grounds for appeal by either party for other jobs or job categories.

e. If as a result of a job review, any change is to be made, such change shall be effective the first day of the bi-weekly pay period closest to the date of receipt of the completed PDQ by the employee's Supervisor.

f. Upon such a change to a higher Category, the salary of the employee shall be in the same relative job on the new scale as it was on the old one, without change of increment date.

XI WORKING CONDITIONS

A Experimental Work Schedules

Terms and conditions of this agreement may be varied by mutual agreement between the College and the Union in order to implement work schedules which are modifications of the work schedules set forth in this Agreement. (Appendix I, II, III and IV)

B Days of Work

Employees shall work a five-day week, except as otherwise provided in this Agreement. If employees can demonstrate hardship due to long term changes to current days of work, the parties will meet to discuss other options. If all other options are unworkable, the College will attempt to accommodate employees' needs through transfer or other mutually agreeable means which may include layoff.

C Hours of Work

1. The normal hours of work for employees covered by this Agreement shall be seven (7) hours per day. Each employee shall be entitled to a meal period of not less than thirty (30) minutes and not more than one (1) hour; such meal period shall not be included as part of the hours worked. In addition each employee shall be entitled to two fifteen (15) minute rest periods, one during the work period prior to the meal break and one during the work period after the meal break which shall be included as part of the hours worked.

   The time when the meal period and rest period are taken shall be approved by the supervisor. The length of time between the starting and quitting times in a normal working day shall not exceed eight (8) hours. Except for an emergency, an employee shall have at least ten (10) clear hours free from work, exclusive of overtime hours, between the end of one shift and the commencement of the next shift. Overtime will apply to any hours worked during the above ten-hour period.

2. Approval of the parties is required for any work week in excess of thirty-five (35) hours per week with the exception of those referenced in Schedule A (Pay Grade). Such approval shall not be unreasonably withheld. In the event that agreement to increase the normal work week cannot be reached, the matter may be referred to the Grievance Procedure commencing at Step 3.

3. If employees can demonstrate hardship due to long term changes to current hours of work and shifts, the parties will meet to discuss other options. If all other options are unworkable, the College will attempt to accommodate employees' needs through transfer or other mutually agreeable means which may include layoff.

D Shift Work

F Overtime

Subject to clauses 3 and 4, every employee who is authorized to work overtime shall, at the time of working such overtime, elect whether to be paid for it or receive compensating time off in lieu thereof.

1. An employee who elects to be paid for overtime shall be paid for such overtime in the following manner:

   a. An employee shall be paid at one and one-half (1½) times the employee's regular rate of pay for the first four (4) hours worked in excess of their normal hours of work in any normal work week. All overtime worked by an employee in excess of four (4) hours in any normal work week shall be paid at double the employee's regular rate of pay; except that:

   b. An employee shall be paid double their regular rate of pay for all time worked on scheduled rest days.

   c. An employee authorized to work on a general holiday shall be paid at double time in addition to regular pay.

   d. Regardless of the normal hours of work of an employee, the foregoing overtime provisions shall only be applicable to hours in excess of the full-time equivalent daily and weekly hours of each classification.

2. A temporary employee is entitled to the foregoing overtime benefits on the same basis as a full-time permanent employee in the same classification.

3. An employee who elects to receive compensating time off in lieu of being paid for overtime shall be given compensating time off equivalent to the number of hours for which payment would have been made for the overtime so worked as provided in clause 1. Such time off shall be taken at a time mutually agreed upon between the employee and their department head. If an employee does not receive all compensating time off by August 31 of the year next following the year in which they worked the overtime entitling such compensating time off, or prior to leaving the service of the College for any reason (whichever event occurs first), the employee shall be paid in cash for the overtime for which no compensation was received.

4. All overtime worked must be authorized by the President of the College or delegate.

5. Notwithstanding clause 2 above, a temporary employee filling a position normally occupied by a permanent part-time employee shall be entitled to overtime based on the normal hours of work of the employee who regularly occupies the position.

2. In filling job vacancies pursuant to Article IV of this agreement, first consideration shall be given to qualified internal applicants **who apply within 7 calendar days of the posting of notification of vacancy**.

3. An internal applicant who was not deemed qualified has recourse to the grievance procedure and the "onus at arbitration" is on the Union to show that the internal applicant is qualified to perform the job.

4. Unless the ability to perform the job by an employee with less seniority is superior, seniority shall be the determining factor. For the purpose of filling vacancies, length of service for temporary employees will be considered as equivalent to seniority for permanent employees.

5. The "onus at arbitration" is on the College to establish the superiority of a less senior applicant selected.

6. No grievance will be pursued or allowed on behalf of an employee junior to the one appointed to a vacancy.

7. Student Aides, SWAP**, Co-ops or other student employees** are not considered to have internal status for the purposes of this Article.

8. An employee who has not been appointed to a posted vacancy, may informally discuss the reason(s) for the non-selection with the Administrator or delegate responsible for filling the vacancy.

   Should a grievance be filed, it will commence at Step 2 or 3. (See Articles IX A. and G.)

9. The College will notify in writing, each internal applicant of the status of their application for transfer or promotion at an appropriate time in the selection process, normally when the applicant is no longer being considered.

10. When an employee who has received layoff notice applies on a posting for a position which they would be entitled to bump into, they may exercise such rights for the vacancy provided they possess the ability to perform the work currently required of the position.

XI WORKING CONDITIONS

The employee will keep the Human Resources Department advised of their availability on a bi-weekly basis.

Refusal of a re-appointment offer, without reasonable grounds, will result in the loss of this benefit for the position offered.

L Uniforms, Gloves, Aprons and Boots

Uniforms, gloves, aprons and boots shall be provided by the College for all employees authorized by the College to wear such. The College shall supply, launder and repair such items without added cost to the employee. Such items shall be the property of the College and on terminating their services with the College, employees shall return them. If they are not returned by the date of termination of employment, the value of such items shall be deducted from the employee's terminal pay.

M Workload

The employer agrees that except in extraordinary circumstances, an employee's normal work load will not be increased as a result of another position being temporarily vacant due to illness, vacation or leaves of absence.

When an employee is absent from work, another employee may be required to carry out some of the duties of the absent employee. In this event, priorities shall be established to accommodate the work to be performed.

This clause is not intended to supersede Article XIII D. Acting in Senior Capacity.

N Excessive Workload (Reference Article IV.9.)

The College is committed to providing employees with a humane and supportive workplace. Issues surrounding workloads will be dealt with by the College in that spirit.

For the purpose of preparing for and attending meetings, and involvement of shop steward(s), the provisions of Article IX E. shall apply.

Any employee or group of employees who have a concern about their workload may consult with their immediate supervisor or Administrator to review priorities and explore other strategies to resolve the workload problem.

If the concern is not resolved, the employee(s) may refer the issue to the Joint Standing Committee which will investigate the matter and recommend solutions to the applicable Senior Administrator or delegate.

XII SCHEDULE OF WAGE RATES

See Appendix - Schedule "B".

under no circumstances shall such employee receive a rate of pay beyond the maximum of the new scale. Upon such promotion there shall be no change in the employee's increment date.

b) A temporary employee who posts into a higher classification rate will start at Step 1 of the new pay grade or at the closest pay step of the new pay grade that provides an increase over their current rate of pay, whichever is greater.

3. For increment purposes, the anniversary date of an employee shall be the date of appointment of an employee on probation. Subsequent incremental entitlements shall be on said date, except as affected by "5" hereof.

4. A temporary employee shall receive salary increments effective on the date which the employee completes each year of service or 1700 hours, whichever is longer.

5. Increments shall be unaffected where an absence without pay is one month or less. Where an absence without pay exceeds one month, the incremental anniversary date shall be delayed by two (2) weeks for every two-week period of absence exceeding one (1) month.

D Acting in Senior Capacity

1. When an employee covered by this Agreement is authorized in writing by **their** department head or the Manager to replace another employee temporarily in any one superior position for any period of seven hours or more, the salary of the employee is increased by two (2) pay steps or to the minimum of the new scale, whichever is greater, provided however, that under no circumstances shall such employee receive a rate of pay beyond the maximum of the new scale. The seven hours, or more, may be accumulated in one continuous block or may be accumulated over five consecutive working days.

2. When an employee is required to replace the incumbent of any one superior position beyond the scope of the bargaining unit, they shall be paid an additional minimum amount equal to fifteen per cent (15%) of their normal rate of pay, or the minimum rate for the position, whichever is greater, subject to the qualifications outlined above. When assuming a position beyond the scope of the bargaining unit the employee shall continue to be subject to all of the provisions of the collective agreement.

3. Acting capacity as above is intended to cover periods up to ninety (90) consecutive working days. The Acting assignment may be extended with the consent of the Union. Should such replacement be for a longer period, the position shall be posted in accordance with Article IV, 1, b, Notification of Vacancies.

4. Regarding preference for acting capacity, see Article XVIII A 5 (Seniority).

5. Should the said employee, with no interruption of service at this level, later be successful for appointment to the superior position (should the incumbent not return to duty), or for a position carrying the same pay grade as that of the superior, such

XIV EMPLOYEE BENEFITS

A Annual Vacation

1. a. The annual vacation is granted for service during the calendar year from January 1 to December 31 and is to be taken in the year in which it is earned unless otherwise provided in this clause or mutually agreed upon.

   b. Scheduling of vacations shall be in accordance with Article XVIII A. 5 and will, as stated, take into consideration the commitment of the College, the needs of the department and the desires of the individual. Approval of all vacation schedules is the responsibility of the appropriate Administrator. Such approval will not be unreasonably withheld.

   c. The annual vacation entitlement of an employee, if the required service can be completed within the calendar year, except as otherwise provided in this agreement, is as follows:

   i) less than one (1) year - twelve (12) working days and pro-rata;
   ii) one (1) to five (5) years inclusive - seventeen (17) working days;
   iii) six (6) to ten (10) years inclusive - twenty-two (22) working days;
   iv) eleven (11) to fourteen (14) years inclusive - twenty-seven (27) working days;
   v) fifteen (15) to nineteen (19) years inclusive - thirty (30) working days;
   vi) twenty (20) years and over - thirty-two (32) working days;
   vii) each employee will receive a supplementary entitlement of five (5) days paid vacation on January 1st of their 25th year of service.

2. An employee, with the approval of their department head, may accumulate and carry over up to a maximum of twenty (20) working days of vacation entitlement. Employees with up to and including twenty (20) working days entitlement may carry over five (5) working days vacation each year to the maximum prescribed above. Employees with more than twenty (20) working days entitlement may carry over ten (10) working days vacation to the maximum prescribed above. Requests to carry over vacation shall not be unreasonably denied.

   In special circumstances, an employee may carry over and accumulate vacation beyond the above limit with the approval of the appropriate Administrator.

3. Vacation leave shall be accrued on a pro-rata basis in the month in which an employee commences or terminates employment according to the period of employment in that month. In the case of a leave of absence without pay for any reason (except pregnancy, parental and adoption leave), vacation leave shall be accrued on a pro-rata basis for the period of that month in which the employee was in receipt of pay.

4. A temporary employee filling a position which has been posted in accordance with Article IV of this collective agreement is entitled to vacation leave as provided in this article.

5. Any employee intending to commence vacation leave within one (1) month of return from parental leave may be required to schedule the commencement of the vacation

Table Showing Annual Vacation Entitlement In Working Days

For the years **2014** to **2025** based on year of hire

Current year →

Start Year ↓	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
2025	0	0	0	0	0	0	0	0	0	0	0	12
2024	0	0	0	0	0	0	0	0	0	0	12	17
2023	0	0	0	0	0	0	0	0	0	12	17	17
2022	0	0	0	0	0	0	0	0	12	17	17	17
2021	0	0	0	0	0	0	0	12	17	17	17	17
2020	0	0	0	0	0	0	12	17	17	17	17	17
2019	0	0	0	0	0	12	17	17	17	17	17	22
2018	0	0	0	0	12	17	17	17	17	17	22	22
2017	0	0	0	12	17	17	17	17	17	22	22	22
2016	0	0	12	17	17	17	17	17	22	22	22	22
2015	0	12	17	17	17	17	17	22	22	22	22	22
2014	12	17	17	17	17	17	22	22	22	22	22	27
2013	17	17	17	17	17	22	22	22	22	22	27	27
2012	17	17	17	17	22	22	22	22	22	27	27	27
2011	17	17	17	22	22	22	22	22	27	27	27	27
2010	17	17	22	22	22	22	22	27	27	27	27	30
2009	17	22	22	22	22	22	27	27	27	27	30	30
2008	22	22	22	22	22	27	27	27	27	30	30	30
2007	22	22	22	22	27	27	27	27	30	30	30	30
2006	22	22	22	27	27	27	27	30	30	30	30	30
2005	22	22	27	27	27	27	30	30	30	30	30	32
2004	22	27	27	27	27	30	30	30	30	30	32	32
2003	27	27	27	27	30	30	30	30	30	32	32	32
2002	27	27	27	30	30	30	30	30	32	32	32	32
2001	27	27	30	30	30	30	30	32	32	32	32	32
2000	27	30	30	30	30	30	32	32	32	32	32	32+5
1999	30	30	30	30	30	32	32	32	32	32	32+5	32
1998	30	30	30	30	32	32	32	32	32	32+5	32	32
1997	30	30	30	32	32	32	32	32	32+5	32	32	32
1996	30	30	32	32	32	32	32	32+5	32	32	32	32
1995	30	32	32	32	32	32	32+5	32	32	32	32	32
1994	32	32	32	32	32	32+5	32	32	32	32	32	32
1993	32	32	32	32	32+5	32	32	32	32	32	32	32
1992	32	32	32	32+5	32	32	32	32	32	32	32	32
1991	32	32	32+5	32	32	32	32	32	32	32	32	32
1990	32	32+5	32	32	32	32	32	32	32	32	32	32
1989	32+5	32	32	32	32	32	32	32	32	32	32	32
1988	32	32	32	32	32	32	32	32	32	32	32	32
1987	32	32	32	32	32	32	32	32	32	32	32	32
1986	32	32	32	32	32	32	32	32	32	32	32	32
1985	32	32	32	32	32	32	32	32	32	32	32	32
1984	32	32	32	32	32	32	32	32	32	32	32	32

Start year for employees who commenced employment on the first working day of a calendar year will be the immediately preceding year for the purposes of the above table. *Italicised number (+5's) - see Article XIV A 1.b(vii)*

d. The provision in (b)(ii) above does not apply to the General Holidays that fall within the period referred to in Article XIV, D.

4. Salaried temporary employees qualify for the above general holidays which fall within their appointed period.

5. Timesheeted temporary employees will be paid 6.0% of basic earnings in lieu of the holidays described in Article XIV C. and D.

6. When an employee requests time off to observe a religious holiday, other than those identified in Article XIV C. 1, the College will make every reasonable effort to accommodate such requests. Such time off may include the use of banked overtime, gratuity days, vacation or leave without pay or other arrangements that the Union and College mutually agree on.

D Christmas and New Year's Days Off

All working days between Christmas and New Year's Day, exclusive of general holidays and days observed in lieu thereof as prescribed in Article XIV C, will be considered as days of leave with full pay. The last working day prior to Christmas will be considered a day of leave with full pay.

Should any employee's presence be necessary for the continued operation of the College, the employer shall designate such employees at least one month in advance. Such "designated" employees will work all or part of the days in question, and receive an equivalent number of days off with pay in the following year which may be scheduled and utilized as provided in Article XIV A. of this Agreement.

E Sick Leave

1. Upon appointment to the permanent staff following probation, or after serving in a full-time temporary appointment for six (6) continuous months, an employee shall receive sick leave credit of ten (10) days. Such employees may be advanced up to ten (10) days of sick leave, but if the employee ceases employment without qualifying for the ten (10) days, the advance will be deducted from pay on termination of employment.

   Sick leave shall be accrued on a pro-rata basis in the month in which an employee commences or terminates employment according to the period of employment in that month. In the case of a leave of absence without pay for any reason (except maternity leave and adoption leave), sick leave shall be accrued on a pro-rata basis for the period of that month in which the employee was in receipt of pay. A full month credit of sick leave is 11.67 hours.

2. Thereafter, except as otherwise provided in this Agreement, sick leave credits shall be earned while the employee is on duty at the rate of twenty (20) days per year, ten (10) days for half-year and 11.67 hours per month for less than a half-year.

b. **Optical** care insurance to a maximum of five hundred dollars ($500.00) per two (2) years payable is provided in accordance with the terms of the contract with the insuring company. The College will contribute toward the premium cost for optical care insurance in the amount of one hundred percent (100%) of the monthly premiums.

c. **Eye** examinations shall be reimbursed to a maximum of $75.00 every two (2) years. **Effective September 1, 2020, coverage for eye examinations will increase to $100 every two (2) years.**

d. Coverage for orthotics to a maximum of two hundred dollars ($200.00) payable per year.

e. Extended Health Benefits shall include the following:

i) Total lifetime coverage level will be unlimited.
ii) Reimbursement level on claims will be 95%.
iii) Hearing Aid benefit claims will be to a maximum of $600 every five (5) years. **Effective September 1, 2020 coverage for hearing aids will increase to $1000 every three (3) years.**
iv) Health and Welfare benefits coverage will cease on the day that an employee's employment terminates.

f. Employees should consult the benefits booklets on the website for more details regarding health insurance provisions.

2. Dental Plan

A dental plan for all regular full-time employees who have completed six (6) months of continuous service shall be provided in accordance with the terms of the contract with the insuring company on the following general basis:

g. Basic Dental Services (Plan A) paying for 100% of the approved schedule of fees.

Plan A standard oral examinations, polishing and topical fluoride shall be twice per calendar year, and scaling shall be in accordance with the Plan A contract provisions.

h. Prosthetics, Crowns and Bridges (Plan B) paying for 50% of the approved schedule of fees.

i. Orthodontics (Plan C) paying for 50% of the approved schedule of fees up to a lifetime maximum of $2,500.00.

XIV EMPLOYEE BENEFITS

M Short Term Salary Indemnity

All employees upon appointment to the permanent staff shall participate in the Salary Indemnity Plan.

Salary Indemnity coverage is provided in accordance with the terms of the contract with the insuring company on the following general basis:

Amount of benefit	-	65% of employees weekly salary to a maximum of $500 per week
Duration of benefit	-	52 weeks
Benefit effective	-	upon expiration of sick leave where the absence exceeds ten (10) consecutive working days

The premium cost of salary indemnity coverage shall be borne entirely by the employee and shall be paid by means of payroll deductions.

N Long Term Salary Indemnity

Long Term Salary Indemnity is provided in accordance with the terms of the contract with the insuring company on the following general basis:

Amount of benefit	-	65% of salary to a maximum of $1,720 per month
Duration of benefit	-	until retirement or as otherwise provided
Benefit effective	-	upon expiration of Short Term Salary Indemnity coverage

The premium cost of Long Term Salary Indemnity coverage shall be borne entirely by the employee and shall be paid by means of payroll deductions.

Should the Union wish to increase the level of coverage for Long Term Disability and Weekly Indemnity benefits, this shall be done through the vehicle of the Benefits Committee.

O Gratuity Plan

1. Accumulation

Gratuity credits are based on the calendar year. Effective January 1, 1981 for the purposes of accumulation of gratuity credits, the year shall be divided into four distinct periods: January 1 to March 31, April 1 to June 30, July 1 to September 30, October 1 to December 31, all dates inclusive. For each period described above, an employee shall be given the following credits:

one (1) day	-	for no absence through illness;
no credit (0)	-	for one or more days of absence through illness.

For a partial day of absence due to illness the gratuity day will be accrued on a pro-rata basis, e.g. for five (5) hours of absence due to illness, two (2) hours of gratuity will be

XIV EMPLOYEE BENEFITS

R Group of Coverage

For purposes of the benefit plans, the total group covered by the plan will, where advantageous, be a coalition of members of the Langara Faculty Association; CUPE Local 15 - V.M.E.C.W.; the B.C. Nurses' Union and Administrators and other College related groups.

Under such a coalition, determination of percentage of group participation shall be a deployment or interpretation of the group or sub-group composition for the best advantage of the greatest numbers.

S Employee Benefits

For supplementary information in addition to the details on employee benefits generally described in this Collective Agreement, employees are directed to the Langara Employee Benefits booklets referenced on the College website.

T Continuation of Insurance Benefits

1. Upon approval of leave of absence without pay, an employee may immediately exercise an option for continuation of medical, dental, life insurance and pension benefits as allowable by payment of the necessary monthly premiums, both employee and employer shares.

2. Where an on-leave employee has sufficient earnings within a given calendar month to accommodate deduction of the employee premium share for that month, the College shall make its premium contribution for medical, dental, life insurance and pension benefits as allowable.

3. Where an employee, owing to ill health and exhaustion of sick leave credits, is on leave of absence without pay and in receipt of benefits under Article XIV M - Short-Term Salary Indemnity, the College shall make its premium contributions for medical, extended health and group life/AD&D insurance. The obligation of the College in this regard shall continue until their benefits under short-term indemnity insurance are discontinued.

U Same Gender Spousal Relationships

Spouse shall include same gender spouse for all benefits, rights and entitlements of the Collective Agreement where there is no regulatory or other impediment external to the College.

j. Should the College have a concern with the scheduling of an employee's medical/dental appointment(s), it may raise the issue with the employee. Unresolved issues should be discussed with the employee and Steward (if the employee so wishes one). Concerns which remain unresolved may be referred to a Union representative and Human Resources.

2. Occupational Sickness and Injury

If an employee is entitled to **WorksafeBC** benefits, such benefits are to be paid directly to the employer. In addition, the College will pay the difference between the employee's full salary and the amount of the **WorksafeBC** payments.

3. Sick Leave in First Six Months of Employment

Certain employees are permitted an advance of sick leave (see Article XIV E).

B Compulsory Quarantine

Salary for time lost due to compulsory quarantine shall be paid to permanent employees when certified by the School Medical Officer and is not chargeable against sick leave.

C Leave for Family Illness

Employees may use up to five (5) days per year of sick leave to attend an immediate family member who is ill. Subject to Article XV A. 1 d. of this 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 means the employee's child (including foster child), ward, parent (including parents-in-law, step-parents and foster parents), other relatives if the employee has responsibility for their care and providing that there is no other available caregiver or legal or common-law spouse defined as follows:

a. the employee's spouse by virtue of a legal marriage;

or

b. the employee's partner who is eligible to be qualified as a spouse under the following terms:

a partner who, at the time of the qualification, is publicly maintained and represented as the employee's spouse and has continuously been so maintained and represented for at least the previous twelve (12) months.

Absence under this provision shall not be considered absence through illness for the purposes of Article XIV O, Gratuity Plan.

XV ABSENCE FROM DUTY

F **Maternity** & Parental Leave

1. An employee must request **maternity and/or** parental leave in writing and provide a doctor's certificate stating the estimated date of birth or a certificate stating the date of adoption.

2. An employee who requests less than the maximum **maternity or** parental leave **as per the Employment Standards Act** may extend the leave up to the maximum **of the Act** provided **they** notify the College at least four weeks prior to their scheduled date of return to work.

3. A pregnant employee can start **maternity** leave **thirteen (13)** weeks before the expected date of birth or at a later date if the employee so desires **provided the leave starts no later than the actual birth of the child and ends no later than seventeen (17) weeks after the leave begins.**

4. If an employee gives birth before a request for **maternity** leave is made and **they** request a leave and provide a certificate from **their** doctor stating that **they have** given birth on a specified date, the College will grant **maternity** leave **for seventeen (17) consecutive weeks as unpaid leave.**

5. **Maternity** leave for an employee who gives birth will not end until at least six weeks following the date of birth unless **they** desire a shorter period. An employee who desires a shorter period must provide a certificate from **their** doctor stating **they are** able to resume work.

6. **An employee is entitled to parental leave as follows:**

   a. **For a parent who took maternity leave, they are entitled to up to sixty-one (61) consecutive weeks of unpaid leave, which must begin unless the College and the employee agree otherwise, immediately after the end of the maternity leave.**
   b. **For a parent, other than the adopting parent, who has not taken maternity leave with the respect to the birth of a child(ren), they are entitled to up to sixty-two (62) consecutive weeks of unpaid leave which must commence within seventy-eight (78) week after the birth of the child(ren).**
   c. **For an adopting parent, they are entitled to up to sixty-two (62) consecutive weeks of unpaid leave which must commence within seventy-eight (78) weeks after the child(ren) is placed with the parent.**
   d. **If a child, either natural or adopted, suffers some physical, psychological, or emotional difficulty, the parent(s), upon application, is entitled to up to five (5) consecutive additional weeks of unpaid leave, beginning immediately following the parental leave in (a), (b) or (c) above.**

7. The service of an employee on **maternity or parental** leave will be considered continuous for the purposes of any pension, medical or other plan beneficial to **them**.

a. For the first week of **maternity** leave following **the** birth of **their** child, the employee shall receive one hundred percent (100%) of **their** salary at the time of commencement of **maternity** leave.

b. For an additional **six (6)** weeks of **the maternity** leave the employee shall receive an amount equal to the difference between the **maternity** EI Benefits and one hundred percent (100%) of salary at time of commencement of **maternity** leave.

c. The employee may be eligible to an additional six (6) weeks of top-up to **the maternity** EI Benefits to one hundred percent (100%) of salary (at time of commencement of **maternity** leave), subject to proof from a qualified medical practitioner of a disability due to a valid health related condition **related to the birth or the termination of the pregnancy.**

An employee is not entitled to receive Supplemental Employment Benefits and sick leave benefits concurrently.

An employee may opt to utilize sick leave benefits instead of applying for benefits under this plan provided **they** can verify that **their** absence is due to a valid health related condition, and that **they are** unable to attend at work to perform **their** duties. An employee shall not be prohibited from utilizing sick leave credits prior to or subsequent to, a period of **maternity** leave with supplemental benefits payable in accordance with this clause.

To receive the Supplemental Employment Benefits, the employee shall provide the College with proof of receipt of EI Benefits.

For the purposes of this Article, salary means salary at time of commencement of **maternity** leave. For part-time employees, it shall be based on their salary averaged over the previous twenty-six (26) weeks.

G Personal Reasons

Absence for reasons other than those recited elsewhere in this Article shall be considered personal, and such absence shall be without pay unless otherwise authorized.

Employees may request that personal leave be with pay for circumstances not specifically or fully covered elsewhere in this Collective Agreement.

Applications for leave should be made in writing to the department head and must be approved by the President of the College or delegate. Where the duration of the requested leave would require a replacement, application for leave wherever possible must be made a minimum of four (4) weeks prior to date of commencement.

Should an application for personal leave without pay be denied, the applicant shall be provided, upon request, with the reasons for such denial in writing.

XV ABSENCE FROM DUTY

1. Employees Delegated By The Union

With the approval of the appropriate Administrator, employees delegated by the Union to attend to Union affairs may be granted necessary leave of absence without pay to accommodate such involvement; it being understood that such leave of absence shall be mutually agreed between the appropriate Administrator and the Union and that such approval shall not be unreasonably withheld.

2. Union Representatives

The College agrees that permission shall be granted to Shop Stewards, members of the Executive Board, the Negotiating Committee of the Union and members of joint College/Union committees to leave their employment temporarily in order to carry on negotiations with the College, attend any joint meeting or with respect to a grievance, and they shall suffer no loss of pay for the time so expended.

Members and meetings of the:
- College Board
- Langara Council
- Education Council
- Search Committees

and any other committee for which the Union is entitled or invited to provide member(s) will be covered by this provision.

3. Elected Office

An employee elected to full-time Union office will be granted leave of absence without pay and will continue to accumulate service for vacation entitlement and seniority and any other benefit referable to length of service.

4. Employee Orientation

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

5. On-site Union Meetings

The College shall, where possible, accommodate on-site Union meetings at the request of a representative of the Union, it being understood and agreed that the scheduling and duration of such meetings shall not interfere with the necessary operation of the College.

6. Ratification Meetings

The College will ensure that all members of the Union (regardless of shift) are able to attend ratification meetings, without loss of pay, provided a minimum of forty-eight (48) hours' notice is given, in writing, to the Director, Human Resources. (See Letter of Understanding - Appendix X)

XVI TECHNOLOGICAL CHANGE

"Technological change" means:

a. the introduction by the employer of a change in the work, undertaking or business, or a change in the equipment or material from the equipment or material previously used by the employer in the work, undertaking or business; or

b. a change in the manner an employer carries on their work, undertaking or business related to the introduction of that equipment or material.

A Where the College during the term of this agreement introduces, or intends to introduce, technological change that significantly affects members of the bargaining unit, including the elimination of bargaining unit positions, the matter will be dealt with in the following manner:

1. Notice

The College shall give to the Union in writing at least ninety (90) days' notice of the intended technological change including a detailed description of the change and its potential effect on members of the bargaining unit. The detailed description shall include the nature of the change; proposed implementation date; approximate number, type and location of affected employees; the effect on working conditions and terms of employment and the impact on health and safety.

2. Discussion

Where the College has notified the Union of the intended technological change, the parties undertake to meet within the next thirty (30) days to discuss potential problems and attempt to reach agreement which will minimize the impact of such technological change on employees affected thereby.

3. Resulting Agreements

Agreements reached during discussions between the parties shall be set out in a memorandum of agreement which shall have the same force and effect as the provisions of this Collective Agreement.

4. Notice to Employees

Members of the bargaining unit potentially affected by the intended technological change shall be notified of the impending change and advised of any agreements reached as heretofore provided.

XVI TECHNOLOGICAL CHANGE

A permanent employee assuming a position in a lower paygrade shall have their then current salary protected and shall receive increments and general wage increases as they occur. Should a permanent employee assume a less than full-time position, their salary shall be on a pro-rata basis. Employees who decline retraining or cannot successfully complete the retraining necessitated by technological change shall be subject to the provisions of Article XVII.

XVII LAYOFF AND RECALL

(See Appendix VIII)
Should the College decide to reduce staff or to eliminate a position(s) within the jurisdiction of this Collective Agreement, the Union shall be so advised and, prior to any action being taken, consultation with the Union shall promptly take place in an endeavour to minimize the impact of such action on the affected employee(s). The College will bring to the attention of the Union any special considerations which may have an impact on the process.

A Layoff

1. a. Should the employee in the affected position be a permanent employee, they shall have the right to displace another permanent employee in accordance with their seniority in the bargaining group, in a position for which the affected employee possesses the ability to perform the work currently required of the position. Should no such permanent position be available, a permanent employee shall have the right to displace a probationary or temporary employee in that order, provided they possess the ability to perform the work currently required of the position.

   Where a permanent employee elects to displace another employee with less service seniority, they shall endeavour to notify the employer as soon as possible but, in any event, not later than five (5) working days prior to the expiration of their notice period.

   b. During their notice period, an employee subject to layoff may retroactively apply for a posted vacancy which had closed prior to the date they received notice of lay off, provided the position had not been filled. If the employee is appointed, their salary will be protected in accordance with Article XVII A.1.c.

   c. A permanent employee, assuming a position in a lower paygrade, shall have their then current salary protected and shall receive increments and general wage increases as they occur. Should a permanent employee assume a less than full-time position, their salary shall be on a pro-rata basis.

   Salary protection will continue to apply to an employee who has bumped and who is subsequently appointed via posting to another position at a pay grade that is equal to or higher than the position bumped into.

   d. Should a permanent employee displace a probationary or temporary employee, the employee will, in all respects, continue to be a permanent employee.

If a probationary employee, who has received a less than satisfactory interim probationary review, displaces another probationary or temporary employee, **they** shall be required to complete a full probationary period in the new position.

If a probationary employee, who has worked four hundred and twenty-five (425) hours, or more, of **their** probationary period and has received a satisfactory interim probationary review, displaces another probationary or temporary employee, **they** shall continue to be a probationary employee until the satisfactory completion of the probationary period calculated from **their** original start date.

3. Should the employee in the affected position be a temporary employee, they shall have the right to displace another temporary employee with less full-time equivalent service with the College, in a position for which the affected employee possesses the ability to perform the work currently required of the position.

4. Employees displaced in accordance with the foregoing shall be subject to the same conditions as set out above.

5. An employee not appointed to another position in accordance with the foregoing shall be laid off and shall be entitled to notice or pay in lieu thereof on the following basis:

   a. Temporary employee - two (2) weeks notice upon the completion of at least six (6) consecutive months of employment and after the completion of three (3) consecutive years of employment, one (1) additional week's notice and for each subsequent completed year of employment, an additional one (1) week's notice up to a maximum of eight (8) weeks notice.

   b. Probationary employee - two (2) weeks notice upon the completion of at least six (6) consecutive months of employment.

   c. Permanent employee - a minimum of one (1) month's notice and, after the completion of five (5) consecutive years of employment, two (2) months notice.

B Trial/Familiarization Period

An employee assuming another position in accordance with the provisions of this Article shall do so initially for a trial period of three (3) months.

The three-month duration may be varied in specific instances by mutual agreement of the Union and the College. During the trial period, the employee's performance will be appraised and, if the trial period is not satisfactorily completed, or if the employee so requests, the foregoing Section A. of this Article shall once again apply, provided however, if the College can demonstrate that the employee has not diligently applied themselves to the best of their ability in the performance of their duties, then the re-application of Section A. shall not apply.

XVIII GENERAL PROVISIONS

A Seniority

1. For the purposes of this Collective Agreement, there shall be no seniority acquired by an employee until appointment to the permanent staff. Upon such appointment, the seniority of the employee shall be based upon length of service within the bargaining unit.

2. Seniority for part-time permanent employees shall be based on total accumulated hours.

3. Having acquired seniority in accordance with the provisions of Clause 1 hereof, the employee's seniority shall not cease because of:

    i) sickness;
    ii) accident;
    iii) vacation;
    iv) approved leave of absence;
    v) layoff of less than twelve (12) months.

4. The employee's seniority shall cease, however, if the employee:

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

5. Seniority shall be applied in determining preference for vacations, acting in senior capacity, right of first refusal for available overtime and access to preferred shifts (except as otherwise provided in this Agreement), taking into consideration the commitment of the College, the needs of the department and the desires of the individual.

B Re-appointment

An employee who is re-appointed **to** a permanent **position** within fifteen (15) months of their departure from a position within the scope of this Agreement will be credited with:

a. length of service for benefit, increment and vacation entitlement;
b. sick leave credits; and
c. seniority

that they had accumulated prior to termination.

11. An employee shall not be disciplined for refusing to perform assigned work when that employee has reasonable cause to believe that to do the assigned work may be a danger to the health or safety of the employee or anyone at or near the workplace. In this event, the employee shall report the situation to their immediate supervisor or employer. The situation shall then be investigated and, if possible, resolved by:

    a. the supervisor and the employee concerned;
    b. if not resolved, by the Health and Safety Committee;
    c. if still not resolved, by a relevant inspector.

D First Aid Education

Where an employee is required by the College to possess a First Aid Certificate, the College shall provide the time and pay the expenses involved in upgrading or maintaining the required Certificate.

E College Course Registration

1. By application to the appropriate Administrator, employees may register in courses offered by Langara College provided that their attendance will not displace a fee-paying student or result in additional costs. Tuition fees related to such registration will be waived with the concurrence of the appropriate Administrator or the Dean of Continuing Studies. Where an employee is denied access to a career related course under this Article, they shall be assured admission under F below upon application to the President, or delegate.

2. Should re-scheduling of duty to accommodate attendance at such courses be required, prior approval of the appropriate Administrator is required. Should absence from duty to accommodate attendance at such courses be necessary, approval is required in accordance with Article XV G, "Leave for Personal Reasons." (Also see Educational Leave.)

    This clause shall not be applied to those employees whose association with the College is for the purpose of education.

F Career Development

The College supports the development of employees in their careers.

With the prior approval of the President of the College or delegate, employees may attend courses, seminars or workshops related to their particular duties and responsibilities and career aspirations within the College. Upon submission of fee receipts and proof of satisfactory completion, the employee shall be reimbursed for the fees they have paid.

In the case of permanent regular employees, the employees will be provided with, or the College may assign up to five (5) days per year of courses, workshops or seminars related to the employee's particular duties and responsibilities. The College may provide time in excess

implementation of such change, they shall receive priority consideration for other employment with the College provided they have the required qualifications.

J Present Conditions and Benefits

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

K Information

The College will continue to make every reasonable effort to provide the Union with information on request.

L Copy of Agreement

All new employees shall be provided with the link to the collective agreement. A copy of this Agreement shall be **posted electronically by the College and accessible** to every current and new employee.

M Consultations

Where consultation is not otherwise covered in this agreement, the College and the Union agree to engage in meaningful consultation, in advance where possible, on other significant work place changes affecting the parties or any employee(s) bound by this agreement.

The parties encourage consultation on appropriate issues at the Manager and Steward/employee level.

The parties agree to exchange relevant information regarding such changes.

N Joint Standing Committee

A Joint Standing Committee shall be maintained, comprised of three representatives of the College and three representatives of CUPE Local 15 - VMECW, with alternates at the option of each party.

The committee shall establish a regular schedule of monthly meetings at a mutually agreeable time and place and shall set its own general terms of reference and procedures.

The committee shall make decisions on issues referred to it by either party. Decisions will be by mutual agreement of representatives of the two parties. Decisions may be subject to ratification by the parties.

Employees who are members, or alternates, to the Joint Standing Committee will be granted leave with pay to attend meetings of the committee.

Allocation Of Classifications By Pay Grades

GRADE	IT GRID See page 76	CATEGORY
13		**Exam Invigilator**
14		**Computer Lab Assistant** Co-Op Student Office Assistant Office Clerk (a) **PDD Work Experience Student**
15		Customer Service Representative **ECE Educator (Trainee)** Office Clerk (b) Telephone Operator/Reception
16		**Homestay Office Assistant** Office Clerk (c)
17		Clerk Specialist (a) **Facilities Assistant** **International Education Assistant** **Program Assistant, Homestay** **Program Assistant, SLA** Transcriber (Typewell)
18		Account Reconciliation Clerk **Account Reconciliation Clerk (Bookstore)** Accounts Payable Clerk Accounts Receivable Clerk **Assistant** **Assistant, Counselling** **Assistant, Purchasing** **Assistant, Records Management and Privacy** **Assistant, RES** **Facilities Worker (Grounds)** **Facilities Worker (Set-ups)** **Laboratory Aide, Math & Stats** Library Assistant (c) **Peer Supported Learning Assistant** **Print Services Clerk** Program Assistant (c) **Program Assistant (c), LSM** **Project Assistant** **Senior Word Processor**

SCHEDULE "A"

GRADE	IT GRID See page 76	CATEGORY
		Library Technician, Resources Sharing **Projects Associate, ERP** **Specialist, RES** **Student Engagement Officer** **Supervisor, Print Services**
22		**Administrative Assistant** **Advising Assistant** **Athletics Coordinator** **Biology Laboratory Technician** Budget & Financial Analyst **Department Assistant, Nursing** **Facilities Maintenance Coordinator** **Facilities Services Coordinator** **Instructional Assistant (d), Education Technology** **Instructional Assistant (d), Indigenous Education Program** **Instructional Assistant (d), LSM** **Instructional Assistant (d), Psychology** **Instructional Assistant (d), TCDC** **Instructional Assistant, Modern Languages** **Instructional Assistant, Education Technology** **Instructional Assistant (d), Kinesiology** **Junior Buyer** **Library Technician, CAPER-BC** **Library Technician, Technical Services** **Makerspace Technician** Payroll and Benefits Clerk **Photography Lab Assistant** **Program Advisor, LSM** **Research and Compliance Officer** **Resource Technician** **Technical Writer** **Volunteer Program Coordinator** **Wellness Peer Support Coordinator** **Workshop Attendant**
23	**D** **D** **D**	**Advisor, RES** Architectural Technologist **Bookstore Supervisor, Course Material** **Bookstore Supervisor, Customer Service** **Computer Support Analyst, Client Services** **Computer Support Analyst, Networks & Security** **Desktop Systems Analyst** Digital Production Artist **Instructional Assistant, Creative Arts** **Instructional Assistant, Journalism**

SCHEDULE "A"

GRADE	IT GRID See page 76	CATEGORY
		Theatre Technician Production
27	H	**Audio Visual Supervisor**
	H	**Intermediate Business Analyst**
		Interpreter
		Laboratory Demo (c), Chemistry
		Laboratory Demo (c), Physics
		Laboratory Demonstrator (c)
		Library Systems Administrator
	H	Programmer Analyst (c)
	H	**Senior Developer**
	H	**Service Desk Supervisor**
		Supervisor, Purchasing
		Systems Analyst, Workday
		Theatre Technical Director
	H	**Web Developer**
		Workshop Coordinator
28		**Communications Officer**
		Communications Officer, Advancement
		Communications Officer, ERP
		Communications Officer, Events
		Head Pre-Teacher, Child Development Centre
		Maintenance Supervisor
		Sponsorship & Advertising Coordinator
29		Laboratory Demonstrator (d)
30		**Construction Supervisor**
	I	**Infrastructure Lead**
	I	**Quality Assurance Lead**
	I	**Senior Business Lead**
	I	**Senior Database Administrator**
	I	**Team Lead, Client Services**
	I	**Team Lead, Servers & Storage**
CS LEAP		**CS LEAP Instructor**
Student Aide		**Peer Tutor/Work on Campus**
		Student Aide
		Student Work Assistance

	Computer Lab Assistant	**14**	
	Computer Support Analyst (b), Client Services	**25**	**F**
	Computer Support Analyst, Client Services	**23**	**D**
	Computer Support Analyst, Networks & Security	**23**	**D**
	Computer Support Technician	21	**C**
	Construction Supervisor	**30**	
	Co-Op Student	14	
	Coordinator, Studio 58	**26**	
	Course Materials Buyer	**19**	
	Creative Lead	**25**	
	CS LEAP Instructor	**CS LEAP**	
	Customer Service Representative	15	

D	Data Entry Clerk (b)	19	
	Data Entry Specialist, ERP	**20**	
	Department Assistant, EDCO & TCDC	**20**	
	Department Assistant, C&M	**20**	
	Department Assistant, CS	**20**	
	Department Assistant, IT	**21**	
	Department Assistant, Library Services	**21**	
	Department Assistant, Nursing	**22**	
	Department Assistant, Student Engagement	**20**	
	Department Assistant, TCDC	**20**	
	Department Services Assistant	20	
	Department Services Assistant, CS LEAP	20	
	Desktop Systems Analyst	**23**	**D**
	Developer	**25**	**F**
	Digital Interaction Designer	**25**	
	Digital Production Artist	23	
	Division Assistant	**20**	

E	**ECE Educator (Trainee)**	**15**	
	Exam Invigilator	**13**	

F	**Facilities Assistant**	**17**	
	Facilities Assistant (ATHL)	**21**	
	Facilities Maintenance Coordinator	**22**	
	Facilities Maintenance Worker	**19**	
	Facilities Services Coordinator	**22**	
	Facilities Worker (Grounds)	**18**	
	Facilities Worker (Set-ups)	**18**	

	Laboratory Demonstrator (c)	27	
	Laboratory Demonstrator (d)	29	
	Lead, Payroll	**25**	
	Library Assistant (c)	18	
	Library Assistant, CAPER-BC	**19**	
	Library Assistant, Technical Services	**19**	
	Library Systems Administrator	**28**	
	Library Technician, CAPER-BC	**22**	
	Library Technician (e)	25	
	Library Technician, Copyright and Reference	**24**	
	Library Technician, Resource Sharing	**21**	
	Library Technician, Technical Services	**22**	

M	**Maintenance Supervisor**	**28**	
	Makerspace Technician	**22**	
	Media Production Technician	**25**	
	Medical Office Assistant	**20**	

N	**Nursing Simulation Laboratory Technician**	**23**	

O	Office Assistant	14	
	Office Clerk (a)	14	
	Office Clerk (b)	15	
	Office Clerk (c)	16	

P	Payroll/Benefits Clerk	22	
	PDD Work Experience Student	**14**	
	Peer Supported Learning Assistant	**18**	
	Peer Tutor/Work on Campus	**Student Aide**	
	Photo Laboratory Technician	26	
	Photography Lab Assistant	**22**	
	Pre-School Teacher	19	
	Print Services Clerk	**18**	
	Program Administrative Assistant	**20**	
	Program Advisor, LSM	**22**	
	Program Assistant (c)	18	
	Program Assistant (c), LSM	**18**	
	Program Assistant, Homestay	**17**	
	Program Assistant, SLA	**17**	
	Programmer Analyst (a)	**23**	**D**
	Programmer Analyst (b)	25	F
	Programmer Analyst (c)	27	H

T	**Team Lead, Client Services**	**30**	I
	Team Lead, Servers & Storage	**30**	I
	Technical Writer	**22**	
	Telephone Operator/Reception	15	
	Theatre Technical Director	**27**	
	Theatre Technician Production	26	
	Transcriber (Typewell)	17	

V	**Video & Digital Content Specialist**	**25**	
	Volunteer Program Coordinator	**22**	

W	**Web Developer**	**27**	H
	Wellness Peer Support Coordinator	**22**	
	Workshop Attendant	**22**	
	Workshop Coordinator	27	

CUPE Schedule of Wage Rates

1-Apr-19 **2.00%**

PAYGRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
13 HOURLY	20.4864	21.0133	21.5935	22.1473	22.7931
13 BI-WEEKLY	1,434.05	1,470.93	1,511.55	1,550.31	1,595.52
13 ANNUAL	37,413	38,376	39,435	40,446	41,626
14	21.0133	21.5935	22.1473	22.7931	23.4919
	1,470.93	1,511.55	1,550.31	1,595.52	1,644.43
	38,376	39,435	40,446	41,626	42,902
15	21.5935	22.1473	22.7931	23.4919	24.1904
	1,511.55	1,530.50	1,595.52	1,644.43	1,693.33
	39,435	40,446	41,626	42,902	44,178
16	22.1473	22.7931	23.4919	24.1904	25.0207
	1,550.31	1,595.52	1,644.43	1,693.33	1,751.45
	40,446	41,626	42,902	44,178	45,694
17	22.7931	23.4919	24.1904	25.0207	25.7851
	1,595.52	1,644.43	1,693.33	1,751.45	1,804.96
	41,626	42,902	44,178	45,694	47,090
18	23.4919	24.1904	25.0207	25.7851	26.6156
	1,644.43	1,693.33	1,751.45	1,804.96	1,863.09
	42,902	44,178	45,694	47,090	48,607
19	24.1904	25.0207	25.7851	26.6156	27.5141
	1,693.33	1,751.45	1,804.96	1,863.09	1,925.99
	44,178	45,694	47,090	48,607	50,248
20	25.0207	25.7851	26.6156	27.5141	28.4683
	1,751.45	1,804.96	1,863.09	1,925.99	1,992.78
	45,694	47,090	48,607	50,248	51,990
21	25.7851	26.6156	27.5141	28.4683	29.4759
	1,804.96	1,863.09	1,925.99	1,992.78	2,063.31
	47,090	48,607	50,248	51,990	53,830
22	26.6156	27.5141	28.4683	29.4759	30.5101
	1,863.09	1,925.99	1,992.78	2,063.31	2,135.70
	48,607	50,248	51,990	53,830	55,719
23	27.5141	28.4683	29.4759	30.5101	31.2357
	1,925.99	1,992.78	2,063.31	2,135.70	2,186.50
	50,248	51,990	53,830	55,719	57,044
24	28.4683	29.4759	30.5101	31.2357	32.3776
	1,992.78	2,063.31	2,135.70	2,186.50	2,266.43
	51,990	53,830	55,719	57,044	59,130
25	29.4759	30.5101	31.2357	32.3776	33.7749
	2,063.31	2,135.70	2,186.50	2,266.43	2,364.24
	53,830	55,719	57,044	59,130	61,681
26	30.5101	31.2357	32.3776	33.7749	35.1452
	2,135.70	2,186.50	2,266.43	2,364.24	2,460.17
	55,719	57,044	59,130	61,681	64,184
27	31.2357	32.3776	33.7749	35.1452	36.6228
	2,186.50	2,266.43	2,364.24	2,460.17	2,563.59
	57,044	59,130	61,681	64,184	66,882
28	32.3776	33.7749	35.1452	36.6228	38.1948
	2,266.43	2,364.24	2,460.17	2,563.59	2,673.64
	59,130	61,681	64,184	66,882	69,753
29	33.7749	35.1452	36.6228	38.1948	39.8068
	2,364.24	2,460.17	2,563.59	2,673.64	2,786.48
	61,681	64,184	66,882	69,753	72,697
30	35.1452	36.6228	38.1948	39.8068	41.4324
	2,460.17	2,563.59	2,673.64	2,786.48	2,900.27
	64,184	66,882	69,753	72,697	75,666

Note: Annual Salary is provided for reference purposes only. Actual annual salary may vary depending of the number of workdays and pay periods in a given year.

CUPE Schedule of Wage Rates

3-Apr-21 — 2.00%

PAYGRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
13 HOURLY	21.3140	21.8623	22.4659	23.0420	23.7140
13 BIWEEKLY	1,491.98	1,530.36	1,572.62	1,612.94	1,659.98
13 ANNUAL	38,925	39,926	41,028	42,080	43,308
14	21.8623	22.4659	23.0420	23.7140	24.4410
	1,530.36	1,572.62	1,612.94	1,659.98	1,710.87
	39,926	41,028	42,080	43,308	44,635
15	22.4659	23.0420	23.7140	24.4410	25.1677
	1,572.62	1,592.33	1,659.98	1,710.87	1,761.74
	41,028	42,080	43,308	44,635	45,962
16	23.0420	23.7140	24.4410	25.1677	26.0315
	1,612.94	1,659.98	1,710.87	1,761.74	1,822.21
	42,080	43,308	44,635	45,962	47,540
17	23.7140	24.4410	25.1677	26.0315	26.8268
	1,659.98	1,710.87	1,761.74	1,822.21	1,877.88
	43,308	44,635	45,962	47,540	48,992
18	24.4410	25.1677	26.0315	26.8268	27.6908
	1,710.87	1,761.74	1,822.21	1,877.88	1,938.36
	44,635	45,962	47,540	48,992	50,570
19	25.1677	26.0315	26.8268	27.6908	28.6257
	1,761.74	1,822.21	1,877.88	1,938.36	2,003.80
	45,962	47,540	48,992	50,570	52,278
20	26.0315	26.8268	27.6908	28.6257	29.6184
	1,822.21	1,877.88	1,938.36	2,003.80	2,073.29
	47,540	48,992	50,570	52,278	54,091
21	26.8268	27.6908	28.6257	29.6184	30.6667
	1,877.88	1,938.36	2,003.80	2,073.29	2,146.67
	48,992	50,570	52,278	54,091	56,005
22	27.6908	28.6257	29.6184	30.6667	31.7427
	1,938.36	2,003.80	2,073.29	2,146.67	2,221.98
	50,570	52,278	54,091	56,005	57,970
23	28.6257	29.6184	30.6667	31.7427	32.4976
	2,003.80	2,073.29	2,146.67	2,221.98	2,274.83
	52,278	54,091	56,005	57,970	59,349
24	29.6184	30.6667	31.7427	32.4976	33.6856
	2,073.29	2,146.67	2,221.98	2,274.83	2,358.00
	54,091	56,005	57,970	59,349	61,518
25	30.6667	31.7427	32.4976	33.6856	35.1394
	2,146.67	2,221.98	2,274.83	2,358.00	2,459.75
	56,005	57,970	59,349	61,518	64,173
26	31.7427	32.4976	33.6856	35.1394	36.5651
	2,221.98	2,274.83	2,358.00	2,459.75	2,559.56
	57,970	59,349	61,518	64,173	66,777
27	32.4976	33.6856	35.1394	36.5651	38.1024
	2,274.83	2,358.00	2,459.75	2,559.56	2,667.16
	59,349	61,518	64,173	66,777	69,584
28	33.6856	35.1394	36.5651	38.1024	39.7379
	2,358.00	2,459.75	2,559.56	2,667.16	2,781.65
	61,518	64,173	66,777	69,584	72,571
29	35.1394	36.5651	38.1024	39.7379	41.4150
	2,459.75	2,559.56	2,667.16	2,781.65	2,899.06
	64,173	66,777	69,584	72,571	75,634
30	36.5651	38.1024	39.7379	41.4150	43.1063
	2,559.56	2,667.16	2,781.65	2,899.06	3,017.44
	66,777	69,584	72,571	75,634	78,723

Note: Annual Salary is provided for reference purposes only. Actual annual salary may vary depending on the number of workdays and pay periods in a given year.

IT Schedule of Wage Rates

1-Apr-19 **2.00%**

PAYGRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
A	HOURLY	28.2384	29.1867	30.2012	31.2416	31.9659
	BI-WEEK	1,976.69	2,043.08	2,114.08	2,186.91	2,237.62
	ANNUAL	51,570	53,302	55,155	57,055	58,378
B		28.6045	29.3681	30.2112	31.1331	32.0816
		2,002.32	2,055.77	2,114.79	2,179.31	2,245.71
		52,239	53,634	55,173	56,857	58,589
C		29.6857	30.6343	31.6487	32.6890	33.4133
		2,078.00	2,144.40	2,215.41	2,288.23	2,338.93
		54,213	55,946	57,798	59,698	61,021
D		32.5806	33.5287	34.5431	35.5835	36.3082
		2,280.65	2,347.01	2,418.02	2,490.85	2,541.57
		59,500	61,232	63,084	64,984	66,308
E		34.9764	35.9906	37.0311	37.7554	38.8881
		2,448.34	2,519.34	2,592.18	2,642.88	2,722.17
		63,876	65,728	67,628	68,951	71,019
F		35.2667	36.3074	37.0318	38.1647	39.5610
		2,468.67	2,541.52	2,592.23	2,671.53	2,769.27
		64,406	66,306	67,629	69,698	72,248
G		34.1842	35.3168	36.7130	38.0828	39.5711
		2,392.89	2,472.17	2,569.91	2,665.80	2,769.98
		62,429	64,497	67,047	69,549	72,267
H		38.4790	39.6119	41.0083	42.3781	43.8663
		2,693.53	2,772.83	2,870.58	2,966.47	3,070.64
		70,272	72,341	74,891	77,393	80,111
I		42.3781	43.8663	45.4337	47.0538	48.6605
		2,966.47	3,070.64	3,180.36	3,293.76	3,406.24
		77,393	80,111	82,973	85,932	88,866

Note: Annual Salary is provided for reference purposes only. Actual annual salary may vary depending of the number of workdays and pay periods in a given year.
PG J newly established per consultation with CUPE

IT Schedule of Wage Rates

3-Apr-21 **2.00%**

PAYGRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
A	HOURLY	29.3792	30.3658	31.4213	32.5037	33.2573
	BI-WEEK	2,056.55	2,125.62	2,199.49	2,275.26	2,328.02
	ANNUAL	53,654	55,456	57,383	59,360	60,736
B		29.7601	30.5546	31.4317	32.3908	33.3776
		2,083.21	2,138.83	2,200.22	2,267.36	2,336.44
		54,350	55,800	57,402	59,154	60,956
C		30.8850	31.8719	32.9273	34.0096	34.7632
		2,161.95	2,231.03	2,304.91	2,380.67	2,433.42
		56,404	58,206	60,133	62,110	63,486
D		33.8969	34.8833	35.9387	37.0211	37.7751
		2,372.78	2,441.83	2,515.71	2,591.48	2,644.25
		61,904	63,706	65,633	67,610	68,987
E		36.3895	37.4446	38.5272	39.2807	40.4592
		2,547.26	2,621.12	2,696.90	2,749.65	2,832.14
		66,456	68,383	70,360	71,736	73,889
F		36.6915	37.7742	38.5279	39.7066	41.1593
		2,568.41	2,644.19	2,696.96	2,779.46	2,881.15
		67,008	68,985	70,362	72,514	75,167
G		35.5652	36.7436	38.1962	39.6214	41.1698
		2,489.56	2,572.05	2,673.73	2,773.50	2,881.89
		64,951	67,103	69,756	72,359	75,186
H		40.0335	41.2122	42.6650	44.0902	45.6385
		2,802.35	2,884.85	2,986.55	3,086.31	3,194.69
		73,111	75,264	77,917	80,520	83,347
I		44.0902	45.6385	47.2692	48.9548	50.6264
		3,086.31	3,194.69	3,308.84	3,426.83	3,543.85
		80,520	83,347	86,325	89,404	92,456

Note: Annual Salary is provided for reference purposes only. Actual annual salary may vary depending of the number of workdays and pay periods in a given year.

In accordance with College policy, employees who are required by the College to use their personal automobiles in the regular performance of their duties shall be reimbursed by the College for the differential in the cost of insurance between "business" and "to and from work" categories as defined by I.C.B.C.

H First Aid Attendants

Where an employee is required by the College to assume responsibility as a first aid attendant and in so doing requires a current appropriate level Occupational First Aid Certificate, the College shall grant leave of absence with pay for the purpose of attending the necessary courses, both initial training and required upgrading.

Where the first aid training in question is given on a compressed basis essentially requiring full-time attendance, the attendee shall, in addition to receiving full salary for the days of attendance, receive credit for each full day of attendance of an additional amount of three hours straight time "lieu credit" to be taken or paid for as provided in Article XI E of the Collective Agreement.

Every effort will be made to enable employees to take the regular rather than the compressed course.

First Aid Attendants required to provide first aid coverage during their scheduled meal period will have their meal period rescheduled, in consultation with their supervisor, to within one (1) hour of their meal period. If the meal period cannot be rescheduled, the employee may elect to take the equivalent of their meal period in time off at the end of their shift with no loss of pay, provided this time off can be accommodated, or they will be entitled to overtime in accordance with Article XI E 1. a.

I Training Committee

The parties will establish a Training Committee composed of three Union and three College representatives.

The Committee's central purpose is to investigate and report on:

1. training connected with technological change,
2. professional and career development needs of employees.

There shall be regular meetings, as determined by the committee. Copies of all minutes will be circulated to the College and the Union.

J **MSP**

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

SCHEDULE "D"

INCLUSION OF LANGARA ENGLISH FOR ACADEMIC PURPOSES (LEAP) INSTRUCTORS IN THE BARGAINING UNIT

On February 14, 2020, the BC Labour Relations Board confirmed the inclusion of the Continuing Studies, Langara English for Academic Purposes (LEAP) instructors in the bargaining unit certified under Canadian Union of Public Employees (CUPE) Local 15.

Whereas, the parties entered into collective bargaining to negotiate the terms and conditions of employment for inclusion of the LEAP instructors into the bargaining unit; and

Whereas, this letter sets out the terms and conditions for LEAP instructors, as agreed to between Langara College and CUPE Local 15;

The Parties therefore agree that effective the date of ratification the following shall apply:

A. The provisions set out in the Collective Bargaining Agreement between Langara College and CUPE Local 15 and its renewal, shall apply, except for the following Articles:

- **Article III 9 – Retirement for Pension Purposes**
- **Article X - Job Evaluation**
- **Article XI B - Days of Work**
- **Article XI D – Shift Work**
- **Article XI E – Preference for Additional Hours *(old Schedule C – J)***
- **Article XI F and G – Overtime and Overtime Meal Periods and Allowances**
- **Article XI H -- Minimum Daily Pay**
- **Article XIV A.1 – Annual Vacation**
- **Article XIV B – Vacation in Year of Retirement**
- **Article XIV C.5 – General Holidays, Stat Pay-in-Lieu for Time-sheeted Employees**
- **Article XIV F – Pension (Superannuation)**
- **Article XIV G – Deferred Savings**
- **Article XIV H – Health Insurance, Extended Health and Dental**
- **Article XIV M, N, P, R – Short Term Salary Indemnity, Long Term Salary Indemnity, Voluntary Life Group of Coverage**
- **Article XIV O – Gratuity Plan**
- **Article XVII – Layoff and Recall**
- **Appendix I – Letter of Understanding Compressed Work Week**
- **Appendix III - Letter of Understanding Permanent Term Positions**
- **Appendix XVIII – Standby, Remote Call-Out and Call Back**

B. The following provisions shall apply for LEAP instructors, and supersedes language for similar provisions in the Collective Agreement:

i. **All eligible employees who work half time or more, on appointment to permanent staff, shall participate in the long term disability plan that is provided in accordance with the terms of the contract with the insuring company.**

ii. **The premium cost of long term disability coverage shall be borne entirely by the employee and shall be paid by means of payroll deductions.**

Effective October 1, 2020, Article XIV Employee Benefits N: Long Term Salary Indemnity shall apply. As per the Article, the premium cost of long term salary indemnity coverage shall be borne entirely by the employee and shall be paid by means of payroll deductions.

d. **LEAP instructors should consult the benefits booklets on the College's website for more details regarding extended health and dental insurance provisions.**

4. PENSION

1. **<u>Retirement for Pension Purposes</u>**

   The minimum and maximum retirement age for pension purposes shall be in accordance with the College Pension Plan Rules.

2. **LEAP instructors shall contribute to the College Pension Plan. The College contribution will be paid only when the employee is in receipt of pay. Details may be obtained online on the College's website. Eligibility and enrolment is subject to the provisions of the Public Sector Pension Act and College Pension Plan Regulations.**

5. LAYOFF AND RECALL

Should the College decide to reduce staff or to eliminate a position(s) within the jurisdiction of this Collective Agreement, the Union shall be so advised and, prior to any action being taken, consultation with the Union shall promptly take place in an endeavour to minimize the impact of such action on the affected employee(s). The College will bring to the attention of the Union any special considerations which may have an impact on the process.

A. LAYOFF

1.

a. **Should the employee in the affected position be a permanent employee, they shall have the right to displace another permanent employee in accordance with their seniority in the LEAP Instructor group, in a position for which the affected employee possesses the ability to perform the work currently required of the position. Should no such permanent position be available, a permanent employee shall have the right to displace a probationary or temporary employee in that order, provided they possess the ability to perform the work currently required of the position.**