

BETWEEN

LANGARA COLLEGE

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 15**

**VANCOUVER MUNICIPAL, EDUCATION &
COMMUNITY WORKERS**

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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.

THIS AGREEMENT, effective the first day of July 2020

BETWEEN:

LANGARA COLLEGE, of the City of Vancouver in the Province of
British Columbia

(hereinafter called "the College")

OF THE FIRST PART

AND:

CUPE Local 15, VANCOUVER MUNICIPAL, EDUCATION and
COMMUNITY WORKERS of the City of Vancouver, in the
Province of British Columbia

(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS the College is an employer within the meaning of the Labour Relations
Code of British Columbia;

AND WHEREAS the Union is the bargaining authority for all employees of the
College covered by the Union's certification;

AND WHEREAS the Union and the College hereto have carried on collective
bargaining under the terms of the said Act and have reached agreement as
hereinafter expressed,

NOW THIS AGREEMENT WITNESSETH that the Union and the College hereto
agree each with the other as follows:

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.

III DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

- b. The probationary period shall be for the purpose of determining competence and suitability for permanent employment in that position in which the employee is placed in probationary capacity. The employment of a probationary employee can be terminated at any time during the probationary period without pay in lieu of notice, subject to grievance procedure.
- c. A probationary employee's competence and suitability for permanent employment will be determined on the basis of factors such as:
 - 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.
- d. If a probationary employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of employment.
- e. A probationary employee is entitled only to the following employee benefits: annual vacations, general (statutory) holidays and Christmas and New Year's days off, as provided in Articles XIV A, XIV C and XIV D respectively and sick leave (see Article XIV E.1), jury duty and court appearance leave (see Article XV G), bereavement leave (see Article XV D) and pregnancy and parental leave (see Article XV, Section F).

7. Temporary Employee

- a. A temporary employee is an employee who is appointed:
 - i) as a casual from day-to-day; or
 - ii) from a stipulated date to a stipulated date which may be extended to another stipulated date if necessary.

A temporary appointment is not intended to be ongoing and therefore does not obligate the College to offer, nor the employee to accept, subsequent reappointment, except as otherwise provided. However, this article does not prevent the College from offering or the employee from accepting subsequent reappointment. This provision will not affect the applicable sections of Article XI H (Promotion and Transfer).

- b. A temporary employee, upon appointment, is entitled only to the following employee benefits, as provided for such employee: Annual vacations, general (statutory) holidays and Christmas and New Year's days off as prescribed in Articles XIV A, XIV C and XIV D respectively.

A temporary employee is entitled to sick leave benefits as provided in Article XIV E, XV A and XV B, and bereavement leave, as provided in Article XV D.

III DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

- 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

III DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

basis of an average of fourteen (14) hours per week or more. Should such employee subsequently average less than fourteen (14) hours per week they shall receive ten percent (10%) in lieu of specified benefits as per Article III 7 c.

9. Retirement for Pension Purposes

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

IV NOTIFICATION OF VACANCIES

1. The College agrees that before filling any
 - a. permanent position, or
 - b. temporary vacancy covered by this agreement anticipated to exceed three (3) months,notice of such vacancy shall be posted **electronically** on the College **system and accessible through the website, for a minimum of seven (7) calendar days.**

The College shall retain copies of all job postings for a period of not less than twenty-four (24) calendar months. Such postings shall be provided to the Union upon request.

2. Should a temporary position which was not required to be posted in accordance with the foregoing ultimately exceed, or at any time be expected to exceed three (3) months, it shall be posted at that time. While the position is being filled, the employee may remain in this temporary position for a reasonable transitional period.
3. Should a posted temporary vacancy ultimately become permanent, it shall be re-posted at that time.
4. A notice of vacancy shall be compatible with, and essentially represent the current job description of the available position and will include:
 - a **position summary** and desirable qualifications for the position, **with full job description available upon request.**
 - a statement that “an equivalent combination of education and experience may be considered”,
 - classification title,
 - current work location (without prejudice to the right of the College to transfer employees),
 - hours and days of duty,
 - salary range and any particular premiums associated therewith,
 - competition closing date,
 - statement that Langara is committed to enhancing our diverse workforce,
 - where the available position is "Temporary" the notice shall so specify stating the anticipated duration of employment.

IV NOTIFICATION OF VACANCIES

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.

V RIGHTS OF MANAGEMENT

Any rights of Management which are not specifically mentioned in this Collective Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this Collective Agreement, always provided that such rights shall be exercised in a fair and equitable and non-discriminatory fashion.

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

VI UNION SECURITY

A Membership

Every employee who is now, or hereafter becomes, a member of the Union shall maintain membership in the Union as a condition of employment; and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment, provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues.

Employees will be entitled to display Union shop cards and insignia of a size to be no larger than 5" x 7" on their person, at their work station, on College bulletin boards and at mutually agreeable locations on College buildings. The College accepts no responsibility for the cost or maintenance of these display materials.

B Excluded Positions

The College will notify the Union of the creation of any position which the College intends to treat as an excluded position, along with the reasons justifying such exclusion. Such notice shall be given upon creation of such position at least thirty (30) days prior to filling the new position.

C Meeting Space

CUPE - Local 15, VMECW will be provided with suitable separate office space for its exclusive use, at no cost to the Union.

Upon providing such space the College shall, to the best of its ability, make available private space to accommodate meetings between a Union representative and individual members in preparation for meetings with Management.

D Communication Systems

The College will provide the Union with access to the e-mail and voice mail systems. However, the Union shall not have access to the general broadcast features of the voice mail system.

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 grievance procedure**, with the burden of proof being on the Union.

E Sexual and Personal Harassment

VIII EMPLOYEE RIGHTS

1. The College is committed to providing all employees with a work environment free from sexual and personal harassment.
2. For the purposes of this Article, sexual harassment is defined as follows:
 - a. Unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted; or
 - b. Unwanted physical contact such as touching, patting, pinching, or punching; or
 - c. Implied or expressed promise of reward for complying with a sexually oriented request; or
 - d. Implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
 - e. The inappropriate display of sexually oriented literature, or pornographic material.
3. For the purposes of this Article, personal harassment is defined as follows:
 - a. Physical threat, intimidation, or assault, or unwelcome physical contact such as touching, patting, pinching and punching; or
 - b. Unwelcome behaviour or comment that is directed at, or offensive to any employee that demeans, belittles, causes personal humiliation or embarrassment to that employee or any other employees; or
 - c. Implied or expressed promise of reward or threat of reprisal, or the denial of opportunity for refusal to comply with a request which is unrelated to any employee's assigned duties.
 - d. The improper use of power and authority inherent in the position held, to endanger an employee's job, threaten the economic livelihood of an employee, or in any way interfere with or influence the career of such an employee.
 - e. Remarks or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work and study.
4. Any allegation of sexual or personal harassment shall be dealt with through the grievance procedure subject to the following:
 - a. Where a person who is the subject of the complaint is the College representative at any step of the grievance procedure, the Union may bypass that step of the procedure or present the grievance to another appropriate College representative.
 - b. College or Union representatives and any employee in the course of investigation of a complaint of harassment, shall have regard for the privacy and confidentiality to the extent protected and allowable by law of the grievor and all employees involved in the complaint.

VIII EMPLOYEE RIGHTS

- 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 Transfer Within CUPE Local 15 - V.M.E.C.W.

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 Disciplinary Meetings

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

present. Where a meeting, without notice, becomes a disciplinary meeting, the employee will have the right to temporarily adjourn the meeting and to arrange for a witness or a Shop Steward of the Union to be present.

The College will advise the employee in advance that a meeting is intended to be disciplinary, and will advise the employee of their right to have a witness or a Shop Steward present.

H Video Display Terminal Operators' Protection

In keeping with the College's commitment to the occupational health of its employees engaged in the operation of equipment with video display terminals, (V.D.T. Operators), the following apply specifically to such employees:

1. All installations shall meet with the approval of either Workers Compensation Act, the Workplace Act or any other statute of the Province of British Columbia or the Government of Canada.
2. Pregnant employees shall be entitled, upon request, to be transferred to other work, away from the V.D.T., without loss of pay.
3. Employees shall not be compelled to work longer than two consecutive hours at a V.D.T., before receiving either a rest or meal break or assignment to other duties, for a minimum of fifteen (15) minutes.

I Written Response

Employees are entitled to receive from the College, within a reasonable period of time, a written response to a written request made.

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

IX GRIEVANCE PROCEDURE

Agreement, and any question as to whether any matter is arbitrable, shall be dealt with without undue delay, or stoppage of work.

A Grievance Procedure

All grievances shall be dealt with in the following manner:

Step 1 (Optional)

An employee, and at their option, a Shop Steward, may discuss the complaint with their immediate supervisor within fifteen (15) working days from the date they became aware of the event leading to the complaint. A written response will be provided to the employee and/or Shop Steward within five (5) working days of the meeting. Failing a satisfactory resolution, the grievance may be advanced as follows:

Step 2

The grievance will be advanced in writing, indicating the general nature of the grievance, to the immediate Supervisor and appropriate Administrator or delegate with a copy to the Union office. This will be done within the latter of:

- seven (7) working days of the Step 1 response; or
- fifteen (15) working days of the date on which the grievor became aware of the incident giving rise to the grievance.

The grievor(s) with the Shop Steward shall meet with the immediate supervisor and appropriate Administrator or delegate to discuss and attempt to resolve the grievance within five (5) working days of the receipt of the grievance. A written response will be provided to the Shop Steward with a copy to the Union Office within ten (10) working days of the meeting.

Step 3

Should no settlement have occurred, the difference may be referred by the Grieving party within seven (7) working days of the Step 2 response to the Staff Representative of the Union and to the Director, Human Resources of the College or their respective delegates who shall endeavour to settle it.

The parties shall meet to investigate and attempt to resolve the grievance within five (5) working days of receipt of the referral to Step 3. A written response will be provided to the Staff Representative or delegate within ten (10) working days of the meeting.

Step 4 Binding Arbitration

Single Arbitrator

IX GRIEVANCE PROCEDURE

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.

IX GRIEVANCE PROCEDURE

- C In the event that the appropriate college representative is unavailable to meet within the time limits prescribed in this Article, the time limits may be extended or the grievance may be elevated to the next step in the procedure.

Extensions to the time periods in the procedure shall be made only by agreement of the Union and the College.

- D An employee who is reinstated by an Arbitration Board or a single Arbitrator shall be entitled to reinstatement without loss of seniority.

- E Where either the Union or the College disputes the general application, interpretation or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Director, Labour Relations and Human Rights (or delegate) or the Union Staff Representative as the case may be.

- F The grievor(s) and the Shop Steward and Union Staff Representative (when involved) shall be entitled to a reasonable period of time in order to prepare for and attend meetings at any step of the grievance procedure and shall not suffer loss of pay by virtue of such attendance, provided that they are in receipt of pay at the time. Scheduling of such time will be arranged with appropriate supervisor(s), who will take into consideration the needs of the department. The grievor and Shop Steward will normally advise their immediate supervisor prior to leaving their workstation to prepare for and attend grievance meetings.

- G Where an employee grieves failure to be appointed to a posted vacancy, the written reasons for the non-promotion will be provided by the College at Step 2 of the grievance procedure.

Job selection grievances will be submitted to, and discussed with, the Administrator or delegate responsible for filling the vacancies.

- H Grievances involving dismissal, lengthy suspension, job selection, benefits or payroll related matters may be referred directly to Step 3 of the grievance procedure, within the time limits prescribed in Step 2 of the grievance procedure.

- I In order to facilitate operation of this Article, the Union will provide the College with a list of current Shop Stewards.

GRIEVANCE PROCEDURE¹

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	<ul style="list-style-type: none"> - 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	<ul style="list-style-type: none"> - 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	<ul style="list-style-type: none"> - 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	<ul style="list-style-type: none"> - 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

X JOB EVALUATION

A The Job Evaluation System

Job evaluation shall be governed by the procedures and definitions set out in the Langara College/CUPE Local 15 - V.M.E.C.W., Gender Neutral Position Evaluation Plan ("The Plan").

B Job Evaluation Requests

For the term of this collective Agreement, the job evaluation review process shall be governed by the Letter of Understanding referenced in Appendix XXI and subject to the criteria contained within this Article. In the event the parties do not amend or renew the LOU, the provisions of the collective agreement will apply.

1. A request for job evaluation may originate with the employee, the Union, or the employer. Such requests, detailing the reasons why a change is deemed to be necessary, must be made in writing to the Director, Human Resources on a position description questionnaire provided for this purpose. Copies of all requests for job review submitted by the employee shall be provided to the Union.
2. Except by mutual agreement of the Union and the College, or where a significant change in the job can be demonstrated, a request for job evaluation from any source may be rejected by either the Union or the College if the job has been reviewed and dealt with during the past two (2) year period immediately prior to the date of the request. Should the parties fail to agree on the status of any such request, the matter may be referred for a decision to the arbitrator as provided in X.D.2.
3. All requests for a job evaluation shall be dealt with and the employee and the Union shall be provided with the finalized Job Description within twenty-five working days from the date of application.

Within fifteen (15) working days of receipt of the finalized Job Description, the Union will identify to the College any discrepancies relating to the responsibilities, duties, and tasks of the job that need to be addressed in the Job Description. If there are discrepancies, the Union will provide written documentation to be considered by the College.

4. College will provide to the Union and incumbent(s) the completed review with the Job Description and Ratings applied under the Gender Neutral Position Evaluation Plan within twenty five (25) working days of the completion of the Job Description in X.B.3.

C Job Evaluation Terms of Reference

1. Job evaluations will be carried out within the following terms of reference:
 - a. In evaluating a job, comparison is limited to the factors, degrees and definitions contained within the Plan.

X JOB EVALUATION

- 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.

X JOB EVALUATION

- g. An employee in a job which is downgraded as a result of a job review, shall have their salary protected at the original pay grade and will continue to receive annual increments (as applicable) and any general wage increase. Anyone subsequently hired into the job will be hired at the new applicable pay grade.

D Re-examination Process

1. Within fifteen (15) working days of the Union receiving the results under X.B.4., the Staff Representative may request a re-examination of the review by designated Employee Representative(s) with the party who has evaluated the job. The Human Resources Representative will make recommendation to the Manager, Human Resources who will then convey a written decision in the matter to the Union. Such reconsideration, recommendation and decision process shall be completed within thirty (30) working days.
2. If agreement is not achieved, the matter may be referred, within thirty (30) working days of the expiration of X.D.1., to John Kinzie or a substitute agreed by the parties for final and binding determination.
3. The Union shall be responsible for advancing the matter to each succeeding step of the procedure and shall do so by notifying the College in writing within the time limits prescribed. If such notice is not given, the matter shall be deemed to be abandoned and all future recourse under this collective agreement shall be at an end. The time constraints in this Article may be extended by mutual agreement. Such extensions, however, must be supported by serious argument and either party has the right to refuse an extension of time.

E Joint Job Evaluation Committee

A committee of Union and College representatives will oversee the Position Evaluation System. The committee may recommend changes in procedures or terms of reference and, once ratified by both the College and the Union, such changes will form part of the Collective Agreement.

The committee will establish its own procedures and will be comprised of not more than three Union representatives and three College representatives. At the initiative of either party, others, with expertise or experience in this area, may attend committee meetings as a resource.

The committee may depart from the terms of the Letter of Understanding on Gender Neutral Position Evaluation System by mutual agreement.

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

XI WORKING CONDITIONS

1. Except in extraordinary circumstances, the College shall give a minimum of ten (10) working days' notice of a change in shift, unless the change results in the employee working hours that entitle the employee to an overtime wage. All changes of shift shall be discussed with the employee prior to the giving of notice. If the proposed shift change would result in hardship for the employee concerned, the College will endeavour to accommodate the employee's needs through transfer or other mutually agreeable means.
2. Any employee covered by this Agreement who is required to work a shift with a portion of the regular hours outside the normal span shall be paid a pay differential for the total regular hours on such days as follows:
 - a. if the shift commences at 6:00 a.m. or earlier or ends at 7:00 p.m. or later – five percent (5%); or
 - b. if the shift commences at 4:30 a.m. or earlier or ends at 8:30 p.m. or later - six and three-quarter percent (6 3/4%); or
 - c. if the shift commences at 3:00 a.m. or earlier or ends at 10:00 p.m. or later - nine percent (9%).

Shift differentials are not paid for overtime hours.

3. An employee covered by this Agreement who is required to work, as part of regular hours, days other than Monday to Friday, shall be paid nine percent (9%) above scheduled salary as specified in Schedule "B" hereto for such days. This differential is not applicable to overtime hours.
4. Regarding access to preferred shifts, See Article XVIII A 5 (Seniority).

E Preference for Hours - Permanent Part-time Employees

Permanent part-time employees will have preference, (right of first refusal) over temporary employees for additional work in their area provided they possess the ability to perform the work available.

Such additional hours, beyond their normal schedule, will not be considered as overtime provided that the employee's total daily and weekly hours are within the full-time maximums for their classification.

XI WORKING CONDITIONS

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.

XI WORKING CONDITIONS

G Overtime - Meal Periods and Allowances

1. Where employees work overtime of less than two (2) hours beyond their regular full-time shift, an unpaid meal period of up to one-half (1/2) hour may be taken, at the employee's option.
2. An employee will be paid for a one-half (1/2) hour meal period at the prevailing overtime rates, and the College will provide a meal or reimburse the employee for reasonable meal expenses incurred up to a maximum of \$8.00 in the following circumstances:
 - a. when the overtime is worked immediately before or immediately following the employee's shift on a regular day of work and is two hours or longer, exclusive of any meal period;
 - b. where an employee works four (4) hours overtime at any other time, unless the employee has been notified on the previous working day of the need to work overtime.
3. Where an employee misses a paid meal period to which the employee is entitled, the employee shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked and shall be entitled to reimbursement for meal expenses in accordance with 2. above.
4. The College shall provide transportation, in the form of taxi vouchers, to employees who must work authorized overtime after 10.00 p.m., when the employee so requests.

H Minimum Daily Pay

An employee, reporting for work at the call of the College, shall be entitled to their regular wage for the entire period spent at the place of work, with a minimum of four (4) hours' pay, for each call-out, unless the employee is unfit to perform their duties or has failed to comply with the Occupational Health and Safety Regulations of the Workers' Compensation Board.

In the event work is suspended because of inclement weather or other reason completely beyond the control of the College, the employee shall receive a minimum of two (2) hours' pay at their regular wage. Where the employee is a Student Aide reporting for work at the call of the College on a day when the student has scheduled instructional activity, the minimum pay for each call out shall be two (2) hours' pay.

I Promotion or Transfer

1. On promotion or transfer to another position, a permanent employee shall serve a three (3) month trial period in the new position before the appointment is confirmed. If the appointment is not confirmed the employee, without loss of seniority, shall revert to their former position or in the event such former position no longer exists, may be assigned to a position of equal value for which they are qualified. Employees may opt to go back to their previous position, during the trial period as long as the previous position has not been filled. (see Appendix XII)

XI WORKING CONDITIONS

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

11. When a position requires an employee to have certification in First Aid, Fire Abatement, WHMIS or CPR, the employee will be given ninety (90) days to acquire the certification. This provision will not apply when the College is legally required to comply continuously with a legal requirement.
12. The College is committed to career development of its' employees. In this spirit, the College will provide reasonable training and upgrading to deal with specific technology for College positions.
13. For the purposes of filling vacancies, Employees with less than eight hundred and fifty (850) hours worked will be deemed to be **external** for the purposes of Article XI.H.2.

NOTE: For Acting in Senior Capacity, see Article XIII D.3

J Temporary Positions

1. Where a temporary position becomes permanent and the incumbent is selected for continued appointment thereto, the first four hundred and twenty-five (425) hours worked or eight hundred and fifty (850) hours worked (as applicable) in said position shall be considered as the trial or probationary period.
2. Should a permanent employee be appointed to fill a temporary position, they shall, when such temporary work is completed, return to their former position without loss of seniority in such position, and any other employee who may have received promotion as a result of the temporary arrangement of positions in the department shall automatically revert to their former position.
3. Any person appointed to fill a posted temporary vacancy, and who is eligible for permanent appointment, shall be considered in a temporary capacity until the completion of eight hundred and fifty (850) hours worked after which period, if such person continues in the same position on a permanent basis, seniority, holiday benefits, and any other benefits referable to length of service and to that particular employee shall be based upon the original date of employment.

K Temporary Re-Appointment Rights

Temporary employees who have been appointed in accordance with Article XI H will have the right of first refusal to all extensions and subsequent temporary vacancies in the posted position, providing their performance has been satisfactory. Re-appointment will also apply to any temporary work which may occur on a day-to-day basis.

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

XIII APPLICATION OF SCHEDULE

A Salary Schedule

1. The scale of remuneration referred to in Article XII shall apply during the term of this Agreement.
2. Any increases to rates in Schedule "B" which occur due to the Position Evaluation process in Article X, will become effective immediately, without prejudice to the Union's right to appeal the rates.
3. Any changes to a rate in the schedule applicable to a classification in which the specifications have been altered shall not be put into effect until both the Union and the College have approved the rate. In the event agreement cannot be reached, the matter of the rate shall be referred to a single arbitrator as provided in the procedures regarding Position Evaluation, Article X D. 3.
4. Any changes to a rate in the Schedule applicable to a new classification shall not be put into effect until both the College and the Union have approved the rate. In the event agreement cannot be reached, the matter of the rate shall be referred to a single arbitrator as provided in the procedures regarding Position Evaluation, Article X D.3. Pending resolution, the Director, Human Resources shall establish a rate of pay. In such instances, the Notice of Vacancy shall contain the notation "Salary Under Review" and any salary adjustment forthcoming shall be effective the date of appointment.
5. The salary schedule is based on hours of work conducted between 8:00 a.m. and 5:00 p.m.
6. The salary schedule is based on a thirty-five (35) hour week. (See Appendix XVII – Hours Worked in Excess of Thirty-five (35) Hours Per Week.

B In-Hiring Rates of Pay

1. The in-hiring rates of pay upon original employment may, at the sole discretion of the College, be any of the rates prescribed for each classification up to and including Step 3.
2. This clause does not apply to former employees of the College who are rehired within fifteen (15) months of termination of service.

C Increments

1. Increments shall be granted on an annual basis to maximum.
2. a) On promotion, the salary of a permanent employee is increased by two (2) pay steps or to the minimum of the new scale, whichever is greater, provided however, that

XIII APPLICATION OF SCHEDULE

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

XIII APPLICATION OF SCHEDULE

employee shall, on appointment to such position, be paid at the place on the new pay scale that they would have received had the appointment been made from the date on which they were first paid the higher salary and seniority in the new position shall date from such hereinbefore mentioned date.

E Second Language/Sign Language Requirement

1. Where fluency in a second language or sign language is a specified requirement for a particular position ancillary to its basic function, the employee will receive a premium of 5% of their normal rate of pay.

A second language or sign language is understood to be required where:

- a. it is a posted requirement for a new or vacant position; or
 - b. it is applied to a particular job/employee by the College with the agreement of the Union.
2. The foregoing premium shall not apply where the second language or sign language requirement represents the primary responsibility of a position, so identified and compensated, nor shall it apply to employees with a functional knowledge of languages other than English, including sign language, who voluntarily utilize such knowledge to facilitate communications within the work environment

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

XIV EMPLOYEE BENEFITS

leave to coincide with the termination of the parental leave. Vacation requests should normally be made to the appropriate Administrator at least one (1) month prior to the end of the parental leave.

B Vacation Entitlement in Year of Retirement

Employees who retire on pension from the service of the College shall receive their full annual vacation entitlement for that year of retirement.

XIV EMPLOYEE BENEFITS

**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	32+5	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)*

XIV EMPLOYEE BENEFITS

C General Holidays

1. The following general holidays shall be observed as holidays and shall be paid at the regular pay rate of the employee:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
B.C. Day	

and any other day so proclaimed by Federal or Provincial legislation.

2. Observation of Holidays

When a general holiday occurs on a Saturday or Sunday, the following Monday and/or Tuesday shall be deemed to be a holiday in lieu thereof. Where Christmas and Boxing Day fall on a Saturday and Sunday respectively, the preceding Friday and the following Monday shall be deemed to be holidays in lieu thereof.

3. Permanent Part-Time Employees

- a. Subject to (c) below, a Permanent Part-time employee who is regularly scheduled on a five day work week as outlined in Article XI, B will be governed by the provisions of Article XIV C(1) and (2).
- b. Subject to (c) below, a Permanent Part-time employee who is regularly scheduled on a work week of less than five days per week is entitled to recognition of General Holidays as follows:
 - i. Where a General Holiday falls on or is observed on a scheduled day of work, the employee will observe the General Holiday and shall be paid at the regular pay rate of the employee.
 - ii. Where a General Holiday falls on or is observed on a non-scheduled day of work, the employee shall receive compensating time off in lieu of pay, at a time to be mutually agreed to between the employee and their immediate supervisor. The immediate supervisor may, due to operational requirements and subject to budgetary considerations, provide pay in lieu of the compensating time off for the corresponding number of hours at the regular pay rate of the employee.
- c. Any payments or compensating time off in lieu earned by an employee pursuant to (a) or (b) above will be pro-rated to the employee's Full Time Equivalent (FTE).

XIV EMPLOYEE BENEFITS

- 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.

XIV EMPLOYEE BENEFITS

3. When the employee is not on duty, the accumulation of sick leave credits will continue only if the absence is with pay. Sick leave may be accumulated to a maximum of two hundred and sixty-one (261) working days.
4. In cases of proven illness during vacation periods, employees shall be entitled to apply for sick leave and re-schedule their vacation.
5. Employees shall be advised of any claim against sick leave at the time of deduction and shall receive a statement of their sick leave credits on their pay advice.

F Pension (Superannuation)

Except as otherwise provided in this Agreement, every employee on, or appointed to, the permanent staff shall contribute to the Municipal Pension Plan. The College contribution will be paid only when the employee is in receipt of pay. Details may be obtained on-line at: www.langara.bc.ca/hr/benefits.

Notwithstanding this, eligibility and enrolment is subject to the provisions of the Pension (Municipal) Act.

G Deferred Savings

The College shall contribute an amount equal to two percent (2%) of the salaries of permanent employees, and the said employees shall contribute an amount of one and one-half percent (1½%). The contributions are deposited **into an investment plan known as the Vancouver Employees Savings Plan (VESP)** for the benefit of the employee, and can be withdrawn by an employee in accordance with the **VESP Rules**.

The College will deposit the contribution bi-weekly within five (5) working days of the actual pay day. The Union agrees that unintentional failure to comply with the above will not result in a claim for lost interest.

H. Health Insurance

1. Extended Health Plans

- a. The College contributes one hundred percent (100%) of the premium for Extended Health Benefit coverage in accordance with the terms of the contract with the insuring company for those permanent employees who elect to participate.

XIV EMPLOYEE BENEFITS

- 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

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

3. The College will contribute toward the premium cost of dental plan insurance in the amount of one hundred percent (100%) of the monthly premium.

Subject to the terms of the contract with the insuring company, eligible employees, once excluded from participation in this dental plan by virtue of other dental coverage (e.g. spouse's plan), shall, upon written application, be entitled to participate in this dental plan when such other coverage ceases.

I Employee Family Assistance Program

The services of an Employee Family Assistance Program (EFAP) are available to eligible employees in accordance with the terms of the contract between the College and the Service Provider.

J Employment Insurance

Employees shall be covered for employment insurance.

K Group Life and Accidental Death & Dismemberment Insurance

1. All employees upon appointment to permanent staff shall participate in the Group Life and AD&D Insurance Plans.

Insurance coverage is provided in accordance with the terms of the contract with the insuring company on the basis of three (3x) the employee's annual salary to the next higher one thousand dollars (\$1,000).

The College shall pay the entire premium cost of Group Life and AD&D Insurance.

2. An employee who retires at or beyond the age of fifty-five (55) years and who is in receipt of a pension under the provisions of the Pension (Municipal) Act shall continue to enjoy group insurance coverage (except AD&D) in an amount equal to the lesser of \$10,000, or the coverage in effect immediately preceding retirement for a period of five (5) years from the date of retirement with the premium cost of the continuing insurance borne by the College.

L Estate Benefit

In the event of death of a permanent employee with at least one year of service, the College will pay to the named beneficiary, or if there is none, to the estate, one month's salary exclusive of any amount already earned by the deceased up to the date on which **they** last served.

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

accrued; three (3) hours of absence due to illness, four (4) hours gratuity will be accrued.

Gratuity credits are cumulative to a maximum of one hundred twenty (120) days. "Illness", as utilized herein, shall mean non-occupational sickness or injury.

2. Payment of Gratuity

a. In cash:

- i) Upon retirement on or after attaining minimum retirement age, or
- ii) Upon retirement with permanent disability, or
- iii) Upon receipt of benefits under the Long Term Disability Plan, or
- iv) Upon request after the completion of one (1) or more years of service, or
- v) In the event of the death of the employee in service, after the completion of one (1) or more years of service, to their designated beneficiary or the estate as the case may be.

b. As leave, prior to retirement, subject to the following:

- i) The minimum leave taken shall be one-half (1/2) day and the maximum twenty (20) days.
- ii) Such leaves shall be subject to the approval of the department head and shall be taken during a period that will not affect the efficient operation of the department.
- iii) Without limiting the right to apply for leave as provided above, up to ten (10) days gratuity leave may be taken coincident with commencement of maternity leave provided such days are requested at the time of making application for maternity leave.

P Voluntary Life Insurance Coverage

Employees who are participating in the group life insurance plan may elect additional group life insurance coverage for themselves and/or their spouses by payment of the necessary premiums by means of payroll deductions in increments of \$10,000 to a maximum of \$300,000 in accordance with the terms of the contract with the insuring company.

Q R.S.P. Payroll Deductions

Employees may authorize the College to deduct a specified amount from their wages each month whereby tax deductions at source will be adjusted to accommodate the deductions. In authorizing such a deduction, the employee shall absolve the College of any responsibility for such funds following their remittance to the trust company. Amounts so deducted shall be remitted by the College by the tenth (10th) of the month following to a single designated trust company in the employee's name. It shall be the responsibility of the employee to direct the trust company with respect to the investment of such funds.

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.

XV ABSENCE FROM DUTY

A Sickness and Injury

1. Non-Occupational Sickness and Injury

- a. When an employee is absent because of illness, no deduction from pay shall be made until the expiry of accumulated sick leave credits.
- b. A deduction shall be made from accumulated sick leave credits of all working days absent, with pay, due to illness.
- c. Any employee absent because of illness may be required, upon being given advance notice, to produce a certificate from a duly qualified medical practitioner, or recognized equivalent, licensed to practice certifying that such employee is unable to carry out their duties due to illness.
- d. Medical certificates will normally be requested only after three (3) days of absence, except where it appears that a pattern of constant or frequent absences from work is developing.
- e. An employee absent due to illness or injury shall advise the College of their absence as soon as possible, and if reasonably possible prior to commencement of shift. Such communication should include an indication of their expected return date if known.
- f. Where an employee is absent due to illness for ten (10) consecutive working days or more they may be required to provide a medical note to the College from a duly qualified medical practitioner or recognized equivalent, licensed to practice indicating a prognosis for a return to duty.
- g. Where an employee is absent due to illness for more than one (1) month, they may be required to provide a medical note confirming their fitness to resume their normal duties from a duly qualified medical practitioner or recognized equivalent, licensed to practice.
- h. Where the College requires a medical note under f. and g. above, cost of such certificate will be reimbursed by the College.
- i. In keeping with the provisions of the salary indemnity insurance contract with the insuring company, any amount of sick leave benefits paid under this clause, ultimately recovered under a contract of motor vehicle insurance, shall be repaid directly to the College by the motor vehicle insurance underwriter and the corresponding number of sick leave credits restored to the account of the individual employee.

XV ABSENCE FROM DUTY

- 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

D Bereavement

4. Emergency leave in the case of the death of an employee's wife, husband, common-law spouse, child (including foster child), ward, brother, sister, parent, guardian or other relative if living in the employee's household, or in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or grandparent, shall be granted without loss of pay for a period not to exceed five (5) working days.

In the case of the death of, or funeral arrangements for another relative, emergency leave with pay may be granted, with the verbal approval of the immediate supervisor. Such leave will not be unreasonably withheld.

5.
 - a. Request for leave under clauses XV D.1 herein shall be submitted to the department head or delegate who will confirm and approve the appropriate number of days required in each case.
 - b. An employee who qualified for emergency leave without loss of pay under clause XV D.1 herein shall be granted such leave when on annual vacation as verified by the department head or delegate. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation shall not be entitled to such emergency leave without loss of pay.
6. With the approval of the department head or delegate, leave of up to one-half (1/2) day, without loss of pay, is allowed in order to attend a funeral as a pallbearer or a mourner, but not in addition to bereavement leave.

Where an employee is required to travel in connection with the funeral to a point outside the Lower Mainland in British Columbia, (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine

Coast Regional District) heretofore, or where the particular circumstances justify, funeral leave of one (1) day is allowed, but not in addition to bereavement leave.

E Leave for Birth of a Child

A permanent employee or other employee entitled to benefits under this collective agreement will receive, **upon application**, three days leave with pay drawn from **their** accumulated sick leave bank if:

- a. **they** give birth to a child; or
- b. **they** adopt a child; or
- c. their spouse gives birth to a child.

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.**

XV ABSENCE FROM DUTY

8. The College will continue to pay the employees' premium in respect of all insured benefits, including pension, for the entire duration of the **statutory maternity/or** parental leave.
9. Vacation, sick leave and seniority will accrue for the duration of **maternity and/or** parental leave.
10. Gratuity credits are not earned during **maternity and/or** parental leave **or any associated extended leaves**.
11. An employee who returns from **maternity and/or** parental leave will return to **their** previous position and will be entitled to any incremental increases that would have accumulated during their leave.
12. If the College has suspended or discontinued operations during the **maternity or** parental leave and has not resumed operations on the expiry of the leave, the College will, on resumption of operations and subject to the layoff provisions of this agreement comply with **(13)**.
13. The College will not terminate an employee or change a condition of employment because of **maternity or** parental leave unless they have been absent for a period exceeding the period of the leave including any further extensions.
14. An employee on parental leave due to **their** pregnancy will be entitled to paid sick leave benefits during the first eight months of the leave for any illness or valid health related absence provided **they have** sufficient sick leave credits and provide a medical certificate from **their** doctor.
15. An employee may apply for additional leave as leave for personal reasons **as per Article XV G**.
16. At any time during **maternity or** parental leave, an employee may elect in writing to receive payment for accumulated vacation credits rather than as paid leave.
17. Any employee intending to commence vacation leave within one (1) month of return from **maternity or** parental leave may be required to schedule the commencement of the vacation leave to coincide with the termination of the parental leave. Vacation requests should normally be made to the appropriate Administrator at least one (1) month prior to the end of the **maternity or** parental leave.
18. Supplemental Employment Benefit (SEB)

During a period of **maternity** leave an employee eligible for **maternity employment insurance** benefits shall be entitled to supplemental employment benefits (**SEB**) as follows:

XV ABSENCE FROM DUTY

- 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

H Jury Duty and Court Appearance

When summoned to serve on a jury; when subpoenaed as a witness in a criminal proceeding including when attending a parole hearing as a victim, or when subpoenaed as a witness in a labour tribunal, or as a witness in a civil action if not a party thereto; when appearing as a defendant in a criminal or traffic case if acquitted therefrom; the employee, to qualify for permission to be absent with pay, shall produce a summons or subpoena or submit such other evidence as will show the necessity of attendance at court. The employee shall also provide a statement from an official of the court of the time taken.

I Educational Leave

With the approval of the President of the College or delegate, full or part-time educational leave may be granted by the College for:

1. programs of formal study; or
2. independent study and/or research when the criteria for evaluating the employee's performance on such leave for purposes of study can be clearly established and can be shown to be of significant benefit to the employee and to the College.

The duration of educational leaves granted to employees may be for varying periods, up to one (1) year.

Requests for educational leave of absence beyond that provided above shall be considered under Article XV G, Personal Reasons. Such requests shall not be unreasonably denied.

Applications for educational leave for periods in excess of ten (10) working days must normally be submitted two (2) months prior to the beginning of the requested leave.

Applications for leave for periods of ten (10) working days or less shall be submitted with as much lead time as practical.

Educational leave of absence shall be without pay unless otherwise authorized.

J Election Campaigning Leave

Where an employee is a candidate in a Federal or Provincial election or an election for a Municipal Council or a related Board, they shall be granted, upon written application, leave of absence without pay for the purpose of campaigning for such election and they shall be entitled to return to their previous position following the leave. Employees elected to office will be granted leave for the duration of their first term.

K Union Business

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)

XV ABSENCE FROM DUTY

7. Union Job Evaluation Representatives

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

L Leave for Domestic Violence

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted leave, in each calendar year, as follows in accordance with the *Employment Standards Act*:

- (a) Up to 10 days of unpaid leave to be taken in units of one or more days or in one continuous period; and**
- (b) In addition to the period of time referred to above, up to 15 weeks of unpaid leave.**

Notwithstanding the above, effective July 1, 2020 the College will provide leave with pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Institution will provide such leave consistent with legislation. (No stacking entitlements.)

This leave is in addition to other leaves provided elsewhere in this collective agreement.

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

5. Dispute Resolution

In the event the foregoing procedure does not produce agreement, either party may refer the matter directly to an arbitration board pursuant to Article IX of this Collective Agreement, by-passing all other steps in the grievance procedure.

B The arbitration board shall decide whether or not the College has introduced or intends to introduce a technological change and, upon deciding that the College has or intends to introduce a technological change, the arbitration board:

1. shall inform the Director, Collective Agreement Arbitration Bureau of its findings;
and
2. may then or later make any one or more of the following orders:
 - a. that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - b. that the College will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
 - c. that the College reinstate any employee displaced by reason of the technological change;
 - d. that the College pay to the employee such compensation in respect of the employee's displacement as the arbitration board considers reasonable;
 - e. that the matter be referred to the Labour Relations Board (under Section 98 of the *Labour Relations Code* of British Columbia).

C Retraining

Notwithstanding the provisions of Clause A hereof, existing permanent and probationary employees whose positions are affected by technological change shall have immediate access to such training that may be required to carry out the duties of their positions or such new positions created by the technological change to replace their current positions. Where a position has been entirely eliminated by technological change, the permanent and probationary employees affected shall have immediate access to such training as is necessary to provide the skills required to assume the duties of another position.

Retraining shall be at the expense of the College and normally be conducted during an employee's regular shift. Should it become necessary, in order to accommodate such training, to temporarily change an employee's regular shift, the employee shall be given a minimum of ten (10) days' notice.

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.

XVII LAYOFF AND RECALL

- e. The College shall make available to the permanent employee, compensation on termination in addition to required notice or pay in lieu thereof and inform the employee of the right to consult with the union prior to accepting compensation on termination. Employees, upon accepting such compensation shall forego all rights to displace and all recall rights under this Clause. Should such compensation not be accepted, recall rights shall be preserved.

Entitlement to compensation on termination shall be on the following basis:

- | | | |
|------|---|-----------------------|
| i) | Less than two (2) years continuous service as a permanent employee | one (1) month's pay |
| ii) | Two (2) years or more but less than four (4) years continuous service as a permanent employee | two (2) months' pay |
| iii) | Four (4) years or more but less than six (6) years continuous service as a permanent employee | three (3) months' pay |
| iv) | Six (6) years or more but less than eight (8) years continuous service as a permanent employee | four (4) months' pay |
| v) | Eight (8) years or more but less than ten (10) years continuous service as a permanent employee | five (5) months' pay |
| vi) | Ten (10) years or more, but less than sixteen (16) years continuous service as a permanent employee | six (6) months' pay |
| vii) | Sixteen (16) or more years continuous service as a permanent employee | seven (7) months pay |
2. a. Should the employee in the affected position be a probationary employee, they shall have the right to displace another probationary 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. Should no such position be available, a probationary employee shall have the right to displace a temporary employee, provided they possess the ability to perform the work currently required of the position.
- b. If a probationary employee, who has worked less than four hundred and twenty-five (425) hours of **their** probationary period, displaces another probationary or temporary employee **they** shall be required to complete a full probationary period in the new position.

XVII LAYOFF AND RECALL

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.

XVII LAYOFF AND RECALL

C Re-created Positions

1. Where an abolished position is re-created or should a position become available as a result of B. above, it shall be posted and permanent employees who have been laid off or otherwise displaced from the same classification and who make application therefore, shall be entitled to assume the vacant position on the basis of seniority and provided they possess the ability to perform the work currently required of the position. Should the vacant position not be filled in this manner, the normal selection appointment process will be followed.
2. Where a position from which an employee has been bumped becomes available within three (3) years of the employee being displaced, it shall be posted and permanent employees who have been laid off or otherwise displaced from the same classification and who make application shall be entitled to assume the position as outlined in (1) above.
3. When a temporary position/vacancy becomes available, employee rights for consideration under this clause shall be limited to the duration of the temporary position/vacancy or three (3) years, whichever is less.

D Recall

1. Except as provided in C. above, should work or a vacancy become available, permanent employees who have been laid off for a period of twelve (12) consecutive months or less are subject to recall and shall be recalled in the order of their seniority, provided they have the ability to perform the work made available to them. Where all permanent employees have had the opportunity of recall, probationary employees who have been laid off for a period of twelve (12) consecutive months or less shall be recalled in the order of their length of service, provided they have the ability to perform the work made available to them.
2. The College shall give notice of recall by registered mail to the employee, who must report to work within seven (7) working days of receipt thereof or forfeit any future rights to recall, unless, on reasonable grounds, they are unable to report for work at that time or the position available is at a lower paygrade than that occupied at the time of layoff.

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.

XVIII GENERAL PROVISIONS

Employees re-appointed on a temporary basis within fifteen (15) months will be credited with accumulated length of service as applicable under their current status, including increments.

C Occupational Health and Safety

1. The Union and the College agree that regulations made pursuant to the *Workers' Compensation Act*, or any other statute of the Province of British Columbia or the Government of Canada pertaining to the working environment, shall be fully complied with. First Aid kits shall be supplied in accordance with this section.
2. The College shall maintain an Occupational Health & Safety Committee at the College in keeping with the Occupational Industrial Health & Safety Regulations of the WorkSafeBC and ensure such Committee carries out all duties and responsibilities in accordance with this section.
3. There shall be no less than two employees of the College appointed by the Union on said Committee.
4. All Union-appointed Representatives engaged in health and safety responsibilities shall be compensated at their regular rates of pay while involved in safety and health inspections, analysis, meetings or related activities.
5. The Committee shall have the right to inspect health and safety conditions without restraints and to consult as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters within the rules and regulations governing the College as a Public Sector employer.
6. The Committee has the right to review employer records considered relevant to health and safety concerns exclusive of medical files.
7. The College undertakes to correct any working conditions and environments that are not safe and healthful in the view of the WorkSafeBC Officer, or the Health & Safety Committee.
8. The Occupational Health & Safety Committee shall be notified of each accident and injury and shall investigate and report in writing on the nature and cause of the accident involving employees.
9. Both the Union and the College shall receive copies of any minutes, reports or correspondence pertaining to the Health and Safety Committee or its operation.
10. Wherever possible, the College will provide advance notice to employees of construction, renovation or maintenance that may affect their immediate work area. Employees who have any concerns regarding such activity should contact the Coordinator of Health and Safety and/or a member of the Health and Safety Committee.

XVIII GENERAL PROVISIONS

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

XVIII GENERAL PROVISIONS

of five (5) days per year for such activity. The relationship of the course, seminar or workshop to particular duties and responsibilities shall be approved by the President or delegate. Scheduling of such time for course, workshop or seminar attendance shall take into consideration the commitment of the College, the needs of the department and the desires of the individual.

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

G Contracting Out (Also see Letter of Understanding - Contracting Out - Appendix XVI)

It is not the intention of the College to make a practice of contracting out work that would result in the layoff of permanent employees.

Should such a layoff due to contracting out be contemplated by the College in the future, the College undertakes to:

- fully inform the Union of the circumstances;
- consult with the Union with the goal of identifying ways in which such layoffs may be avoided.

Where a position has been entirely eliminated because the College has decided to proceed with the contemplated contracting out, the permanent employees affected shall have immediate access to such retraining as is necessary to provide the skills required to assume the duties of another position.

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 contracting out shall be subject to the provisions of Article XVII.

H Policies

In the event that there is a conflict between the contents of this Agreement and any regulation made by the College, this Agreement shall take precedence over the said regulations.

I General Changes

The College agrees that any reports or recommendations about to be made to the College dealing with matters covered by this Agreement, including recommendations for changes in method of operation that may affect wage rates, work loads or reduction of employment, will be made known to the Union at such intervals before they are dealt with by the College as to afford the Union reasonable opportunity to consider them and to make representations to the College concerning them and further, that if employees are deprived of employment by any

XVIII GENERAL PROVISIONS

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.

LANGARA COLLEGE:

Ian Mass, College Board

Lane Trotter, President and CEO

LANGARA BARGAINING COMMITTEE MEMBERS:

Jane Mason

Parizad Mistry

Michelle Kuramoto

Joyce Forrester

POST SECONDARY EMPLOYERS' ASSOCIATION:

Angus Graeme, Vice-Chair, PSEA Board.

CUPE – LOCAL 15:

Warren Williams, President

Debbie Mohabir, Secretary/Treasurer

CUPE-LOCAL 15 BARGAINING COMMITTEE MEMBERS:

Gail Johnson

Rosamaria Palozzi

Kristina Porter

Arien Crosby

Brie McMillan

Craig Madokoro

John Geppert

DATED THIS DAY OF, 2020

SCHEDULE "A"

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
19		<p>Commissions Assistant Course Materials Buyer Data Entry Clerk (b) Facilities Maintenance Worker Instructional Assistant (a) International Program Assistant Library Assistant, CAPER-BC Library Assistant, Technical Services Pre-School Teacher Senior Facilities Worker Senior Secretary Service Desk Technician</p>
20		<p>Accounts Receivable Specialist Clerk Specialist (c) Data Entry Specialist, ERP Department Assistant, EDCO & TCDC Department Assistant, C&M Department Assistant, CS Department Assistant, Student Engagement Department Assistant, TCDC Department Services Assistant Department Assistant, CS LEAP Division Assistant Job Development Assistant Medical Office Assistant Program Administrative Assistant Receiver Senior Facilities Assistant Studio Technician, Film Arts</p>
21	<p>C</p> <p>C</p> <p>C</p>	<p>Accommodation Assistant, Accessibility Services Accounting Clerk (a) Audio Visual Technician Captionist Communications Coordinator Computer Support Technician Department Assistant, IT Department Assistant, Library Services Facilities Assistant (ATHL) Indigenous Student Engagement Officer Instructional Assistant (c), LTEC Instructional Assistant, Recreation International Student Marketing Assistant IT Projects Technician</p>

SCHEDULE "A"

GRADE	IT GRID See page 76	CATEGORY
		<p>Library Technician, Resources Sharing Projects Associate, ERP Specialist, RES Student Engagement Officer Supervisor, Print Services</p>
22		<p>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</p>
23	<p>D D D</p>	<p>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</p>

SCHEDULE "A"

GRADE	IT GRID See page 76	CATEGORY
		Instructional Assistant, Web and Mobile Design and Development Nursing Simulation Laboratory Technician Supervisor, Accounts Payable
24	D	Administrative Officer Assistant Head Pre-School Teacher Library Technician, Copyright and Reference Programmer Analyst (a) Studio Technician Supervisor, Accounts Receivable Supervisor, Education Technology
25	D F F F F F F	Audio Visual Maintenance Technician Buyer Creative Lead Computer Support Analyst (b), Client Services Developer Digital Interaction Designer Instructional Materials Designer Instructional Technician Lab Demo (b) Geography/Physics Laboratory Demonstrator (b) Lead, Payroll Library Technician (e) Media Production Technician Programmer Analyst (b) Senior Network Administrator, Infrastructure Senior Systems Administrator, Infrastructure Systems Administrator, Infrastructure Video & Digital Content Specialist
26	G	Business Intelligence Analyst Coordinator, Studio 58 Intermediate Research Analyst Laboratory Demonstrator (b1), Nursing Photo Laboratory Technician Quality Assurance Analyst Research Analyst Senior Budget & Financial Analyst Senior Financial Analyst Supervisor, Accounting Supervisor, Borrower Services and Library Operations Supervisor, RES

SCHEDULE "A"

GRADE	IT GRID See page 76	CATEGORY
		Theatre Technician Production
27	H H H H H H	Audio Visual Supervisor Intermediate Business Analyst Interpreter Laboratory Demo (c), Chemistry Laboratory Demo (c), Physics Laboratory Demonstrator (c) Library Systems Administrator Programmer Analyst (c) Senior Developer Service Desk Supervisor Supervisor, Purchasing Systems Analyst, Workday Theatre Technical Director 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	I I I I I I	Construction Supervisor Infrastructure Lead Quality Assurance Lead Senior Business Lead Senior Database Administrator Team Lead, Client Services Team Lead, Servers & Storage
CS LEAP		CS LEAP Instructor
Student Aide		Peer Tutor/Work on Campus Student Aide Student Work Assistance

SCHEDULE "A"

Allocation of Classifications by Alphabetical List

TITLE		GRADE	IT GRID
			See page 76
A	Accommodation Assistant, Accessibility Services	21	
	Account Reconciliation Clerk	18	
	Account Reconciliation Clerk (Bookstore)	18	
	Accounting Clerk (a)	21	
	Accounts Payable Clerk	18	
	Accounts Receivable Clerk	18	
	Accounts Receivable Specialist	20	
	Administrative Assistant	22	
	Administrative Officer	24	
	Advising Assistant	22	
	Advisor, RES	23	
	Architectural Technologist	23	
	Assistant	18	
	Assistant Head Pre-School Teacher	24	
	Assistant, Counselling	18	
	Assistant, Purchasing	18	
	Assistant, Records Management and Privacy	18	
	Assistant, RES	18	
	Athletics Coordinator	22	
	Audio Visual Maintenance Technician	23	D
Audio Visual Supervisor	27	H	
Audio Visual Technician	21	C	
B	Biology Laboratory Technician	22	
	Bookstore Supervisor, Course Material	23	
	Bookstore Supervisor, Customer Service	23	
	Budget & Financial Analyst	22	
	Business Intelligence Analyst	26	
	Buyer	25	
C	Captionist	21	
	Clerk Specialist (a)	17	
	Clerk Specialist (c)	20	
	Commissions Assistant	19	
	Communications Coordinator	21	
	Communications Officer	28	
	Communications Officer, Advancement	28	
	Communications Officer, ERP	28	
	Communications Officer, Events	28	

SCHEDULE "A"

	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	

SCHEDULE "A"

H	Head Pre-Teacher, Child Development Centre	28	
	Homestay Office Assistant	16	

I	Indigenous Student Engagement Officer	21	
	Infrastructure Lead	30	I
	Instructional Assistant (a)	19	
	Instructional Assistant (c), LTEC	21	
	Instructional Assistant (d), Education Technology	22	
	Instructional Assistant (d), Indigenous Education Program	22	
	Instructional Assistant (d), Kinesiology	22	
	Instructional Assistant (d), LSM	22	
	Instructional Assistant (d), Psychology	22	
	Instructional Assistant (d), TCDC	22	
	Instructional Assistant, Modern Languages	22	
	Instructional Assistant, Creative Arts	23	
	Instructional Assistant, Education Technology	22	
	Instructional Assistant, Journalism	23	
	Instructional Assistant, Recreation	21	
	Instructional Assistant, Web and Mobile Design and Development	23	
	Instructional Materials Designer	25	
	Instructional Technician	25	
	Intermediate Business Analyst	27	H
	Intermediate Research Analyst	26	
	International Education Assistant	17	
	International Marketing and Recruitment Assistant	21	
	International Program Assistant	19	
	International Student Marketing Assistant	21	
	Interpreter	27	
	IT Projects Technician	21	C

J	Job Development Assistant	20	
	Junior Buyer	22	

L	Lab Demo (b), Geography/Physics	25	
	Laboratory Aide, Math & Stats	18	
	Laboratory Demo (c), Chemistry	27	
	Laboratory Demo (c), Physics	27	
	Laboratory Demonstrator (b)	25	
	Laboratory Demonstrator (b1), Nursing	26	

SCHEDULE "A"

	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

SCHEDULE "A"

	Project Assistant	18	
	Projects Associate, ERP	21	
Q	Quality Assurance Analyst	26	G
	Quality Assurance Lead	30	I
R	Receiver	20	
	Research Analyst	26	
	Research and Compliance Officer	22	
	Resource Technician	22	
S	Senior Budget & Financial Analyst	26	
	Senior Business Lead	30	I
	Senior Database Administrator	30	I
	Senior Developer	27	H
	Senior Facilities Assistant	20	
	Senior Facilities Worker	19	
	Senior Financial Analyst	26	
	Senior Network Administrator, Infrastructure	25	F
	Senior Secretary	19	
	Senior Systems Administrator, Infrastructure	25	F
	Senior Word Processor	18	
	Service Desk Supervisor	27	H
	Service Desk Technician	19	
	Specialist, RES	21	
	Sponsorship & Advertising Coordinator	28	
	Student Aide	Student Aide	
	Student Engagement Officer	21	
	Student Work Assistance	Student Aide	
	Studio Technician	24	
	Studio Technician, Film Arts	20	
	Supervisor, Accounting	26	
	Supervisor, Accounts Payable	23	
	Supervisor, Accounts Receivable	24	
	Supervisor, Borrower Services and Library Operations	26	
	Supervisor, Education Technology	24	
	Supervisor, Print Services	21	
	Supervisor, Purchasing	27	
	Supervisor, RES	26	
	System Administrator, Infrastructure	25	F
	System Analyst, Workday	27	

SCHEDULE "A"

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	

SCHEDULE “B”

Schedule of Wage Rates

All employees, except term employees and temporary employees, shall be paid on the basis of the following bi-weekly pay plan structure; term employees and temporary employees shall be paid on the basis of the equivalent hourly rates.

General Wage Increase

- (a) Effective the first day of the first full pay period after April 01, **2019***, all annual rates of pay which were in effect on March 31, **2019** shall be increased by **two percent (2%)**.
- (b) Effective the first day of the first full pay period after **April 01, 2019***, all annual rates of which were in effect on **March 31, 2019* for the CS LEAP Instructors** shall be increased by **two percent (2%)**.
- (c) Effective the first day of the first full pay period after April 01, **2020***, all annual rates of pay which were in effect on March 31, **2020*** shall be increased by **two percent (2%)**.
- (d) Effective the first day of the first full pay period after April 01, **2021**, all annual rates of pay which were in effect on March 31, **2021** shall be increased by **two percent (2%)**.

The new rates shall be rounded to the nearest whole cent or dollar as applicable.

***These wage increases shall apply to all current employees who are members of the bargaining unit on date of ratification. Notwithstanding the foregoing, any former employees who worked for Langara College and were part of the bargaining unit between April 1, 2019 and the date of ratification must apply to Langara College within twelve (12) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.**

Please refer to the College website for most up-to-date CUPE Schedule of Wage Rates.

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
	BI-WEEKLY	1,434.05	1,470.93	1,511.55	1,550.31	1,595.52
	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

4-Apr-20

2.00%

PAYGRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
13	HOURLY 20.8961	21.4336	22.0254	22.5902	23.2490
	BI-WEEKLY 1,462.73	1,500.35	1,541.78	1,581.31	1,627.43
	ANNUAL 38,162	39,143	40,224	41,255	42,458
14	21.4336	22.0254	22.5902	23.2490	23.9618
	1,500.35	1,541.78	1,581.31	1,627.43	1,677.32
	39,143	40,224	41,255	42,458	43,760
15	22.0254	22.5902	23.2490	23.9618	24.6742
	1,541.78	1,561.11	1,627.43	1,677.32	1,727.19
	40,224	41,255	42,458	43,760	45,061
16	22.5902	23.2490	23.9618	24.6742	25.5211
	1,581.31	1,627.43	1,677.32	1,727.19	1,786.48
	41,255	42,458	43,760	45,061	46,608
17	23.2490	23.9618	24.6742	25.5211	26.3008
	1,627.43	1,677.32	1,727.19	1,786.48	1,841.06
	42,458	43,760	45,061	46,608	48,032
18	23.9618	24.6742	25.5211	26.3008	27.1479
	1,677.32	1,727.19	1,786.48	1,841.06	1,900.35
	43,760	45,061	46,608	48,032	49,579
19	24.6742	25.5211	26.3008	27.1479	28.0644
	1,727.19	1,786.48	1,841.06	1,900.35	1,964.51
	45,061	46,608	48,032	49,579	51,253
20	25.5211	26.3008	27.1479	28.0644	29.0377
	1,786.48	1,841.06	1,900.35	1,964.51	2,032.64
	46,608	48,032	49,579	51,253	53,030
21	26.3008	27.1479	28.0644	29.0377	30.0654
	1,841.06	1,900.35	1,964.51	2,032.64	2,104.58
	48,032	49,579	51,253	53,030	54,907
22	27.1479	28.0644	29.0377	30.0654	31.1203
	1,900.35	1,964.51	2,032.64	2,104.58	2,178.41
	49,579	51,253	53,030	54,907	56,833
23	28.0644	29.0377	30.0654	31.1203	31.8604
	1,964.51	2,032.64	2,104.58	2,178.41	2,230.23
	51,253	53,030	54,907	56,833	58,185
24	29.0377	30.0654	31.1203	31.8604	33.0251
	2,032.64	2,104.58	2,178.41	2,230.23	2,311.76
	53,030	54,907	56,833	58,185	60,312
25	30.0654	31.1203	31.8604	33.0251	34.4503
	2,104.58	2,178.41	2,230.23	2,311.76	2,411.52
	54,907	56,833	58,185	60,312	62,915
26	31.1203	31.8604	33.0251	34.4503	35.8481
	2,178.41	2,230.23	2,311.76	2,411.52	2,509.37
	56,833	58,185	60,312	62,915	65,468
27	31.8604	33.0251	34.4503	35.8481	37.3552
	2,230.23	2,311.76	2,411.52	2,509.37	2,614.86
	58,185	60,312	62,915	65,468	68,220
28	33.0251	34.4503	35.8481	37.3552	38.9587
	2,311.76	2,411.52	2,509.37	2,614.86	2,727.11
	60,312	62,915	65,468	68,220	71,148
29	34.4503	35.8481	37.3552	38.9587	40.6030
	2,411.52	2,509.37	2,614.86	2,727.11	2,842.21
	62,915	65,468	68,220	71,148	74,151
30	35.8481	37.3552	38.9587	40.6030	42.2610
	2,509.37	2,614.86	2,727.11	2,842.21	2,958.28
	65,468	68,220	71,148	74,151	77,179

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
	BI-WEEKLY 1,491.98	1,530.36	1,572.62	1,612.94	1,659.98
	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.

1-Apr-19**\$1.00 Early Childhood Enhancement****\$ 1.00**

PAYGRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
DC 19	25.1904	26.0207	26.7851	27.6156	28.5141
	1,763.33	1,821.45	1,874.96	1,933.09	1,995.99
	46,004	47,520	48,916	50,433	52,074
DC 24	29.4683	30.4759	31.5101	32.2357	33.3776
	2,062.78	2,133.31	2,205.71	2,256.50	2,336.43
	53,816	55,657	57,545	58,870	60,956
DC 28	33.3776	34.7749	36.1452	37.6228	39.1948
	2,336.43	2,434.24	2,530.17	2,633.60	2,743.64
	60,956	63,508	66,010	68,709	71,580

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.

Note: EFF SEPT 1, 2018 (retroactive) \$1.00 ECE Enhancement added on TOP of the base rate after GWI. Do not blend the GWI with ECE Wage Enhancement.

4-Apr-20**\$2.00 Early Childhood Enhancement****\$ 2.00**

PAYGRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
DC 19	26.6742	27.5211	28.3008	29.1479	30.0644
	1,867.20	1,926.48	1,981.06	2,040.35	2,104.51
	48,714	50,260	51,684	53,231	54,905
DC 24	31.0377	32.0654	33.1203	33.8604	35.0251
	2,172.64	2,244.58	2,318.42	2,370.23	2,451.76
	56,683	58,559	60,486	61,838	63,965
DC 28	35.0251	36.4503	37.8481	39.3552	40.9587
	2,451.76	2,551.52	2,649.37	2,754.87	2,867.11
	63,965	66,567	69,120	71,873	74,801

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.

Note: EFF APRIL 1, 2020 \$2.00 ECE Enhancement added on TOP of the base rate after GWI. Do not blend the GWI with ECE Wage Enhancement.

3-Apr-21**\$2.00 Early Childhood Enhancement*****\$ 2.00**

PAYGRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
DC 19	27.1677	28.0315	28.8268	29.6908	30.6257
	1,901.74	1,962.21	2,017.88	2,078.36	2,143.80
	49,615	51,193	52,645	54,223	55,930
DC 24	31.6184	32.6667	33.7427	34.4976	35.6856
	2,213.29	2,286.67	2,361.99	2,414.83	2,497.99
	57,743	59,658	61,623	63,001	65,171
DC 28	35.6856	37.1394	38.5651	40.1024	41.7379
	2,497.99	2,599.75	2,699.56	2,807.16	2,921.65
	65,171	67,826	70,429	73,237	76,224

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.

Note: April 2021 Projected ECE Enhancement of \$2.00 added on TOP of the base rate after GWI. Do not blend the GWI with ECE Wage Enhancement.

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

4-Apr-20

2.00%

PAYGRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
A	HOURLY	28.8032	29.7704	30.8052	31.8664	32.6052
	BI-WEEKLY	2,016.22	2,083.94	2,156.36	2,230.65	2,282.37
	ANNUAL	52,602	54,368	56,258	58,196	59,545
B		29.1766	29.9555	30.8154	31.7557	32.7232
		2,042.37	2,096.89	2,157.08	2,222.90	2,290.62
		53,284	54,706	56,277	57,994	59,761
C		30.2794	31.2470	32.2816	33.3427	34.0815
		2,119.56	2,187.29	2,259.71	2,333.99	2,385.70
		55,298	57,065	58,954	60,892	62,241
D		33.2322	34.1993	35.2340	36.2952	37.0344
		2,326.26	2,393.95	2,466.38	2,540.66	2,592.41
		60,690	62,456	64,346	66,284	67,634
E		35.6759	36.7104	37.7717	38.5105	39.6659
		2,497.31	2,569.73	2,644.02	2,695.73	2,776.61
		65,153	67,042	68,981	70,330	72,440
F		35.9720	37.0336	37.7725	38.9280	40.3522
		2,518.05	2,592.35	2,644.07	2,724.96	2,824.65
		65,694	67,632	68,982	71,092	73,693
G		34.8679	36.0231	37.4472	38.8445	40.3625
		2,440.75	2,521.62	2,621.31	2,719.11	2,825.38
		63,677	65,787	68,388	70,940	73,712
H		39.2486	40.4041	41.8284	43.2257	44.7437
		2,747.40	2,828.29	2,927.99	3,025.80	3,132.05
		71,678	73,788	76,389	78,941	81,713
I		43.2257	44.7437	46.3423	47.9949	49.6337
		3,025.80	3,132.05	3,243.96	3,359.64	3,474.36
		78,941	81,713	84,633	87,651	90,644

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.

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.

SCHEDULE "C"

Understandings

A Appointments, Terminations and Changes

The College agrees to provide the Union with lists of appointments, terminations and changes to employee status upon approval.

B Damaged Clothing

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

C Safety/Parking

When necessary, employees who work late shifts will be allowed sufficient time to move their vehicle closer to their work area.

D Insurance Contracts

The College will ensure that a copy of all benefit insurance contracts applicable to the employees are available for their review. Upon request, a copy of any such contract will be supplied to the employee requesting same.

E Notices of Acting in Senior Capacity

Individual departments of the College shall post, for the information of employees, notices of acting in senior capacity in the department concerned.

F Original Letters of Permanent Appointment

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

G **Travel Expenses and Car Insurance**

Employees may recover all expenses incurred by the use of private vehicles for required College business through a mileage rate **in accordance with the College's Business, Travel and Hospitality Expenses Policy.**

Further, employees may recover expenses for parking incurred while on College business at a location away from their regular place of business.

SCHEDULE "C"

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.

If the government, at any time in the future revert to an individually paid premium system for basic medical insurance, the Parties agree that the employer will pay 100% of the premium on the same basis as exists in the 2014-2019 Collective Agreement.

K Job Sharing

Any employee who wishes to participate in a job sharing arrangement should make application to the Human Resources Department and the Union. The College will endeavour to accommodate such requests on a time-limited basis.

Job sharing arrangements will only be implemented where there is mutual agreement of the College and the Union.

L Work From Home

The College will notify the Union of any work at home arrangements that it enters into with employees.

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:

1. LEAP instructors reporting for work at the call of the College shall receive their regular hourly wage for the entire period of work, with a minimum of two (2) hours pay for each call out, unless the Instructor is unfit to work and/or if they do not meet the WorkSafeBC Health and Safety Regulations.

2. ANNUAL VACATION

- a. Annual vacation is granted for service during the calendar year from January 1 to Dec 31 and is to be taken in the year in which it is earned unless otherwise provided in the Article or mutually agreed upon.
- b. Scheduling of vacation 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, including the ability to schedule vacation during any session. Notwithstanding these principles, annual vacation generally shall be taken during non-teaching periods where the CS LEAP classes are not in session. If vacation requests fall during scheduled teaching periods then it must be scheduled in one week blocks unless mutually agreed to otherwise. 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 a permanent employee, if the required service can be completed within the calendar year, is as follows (pro-rata for part time employees):
 - i. Less than one (1) year – ten (10) working days and pro-rata;
 - ii. One (1) to five (5) years inclusive – twenty-five (25) working days;
 - iii. Six (6) years and over – thirty (30) working days.
- d. A temporary employee filling a position which has been posted in accordance with Article IV of this collective agreement is entitled to vacation as provided for in this provision.

3. GROUP BENEFITS

- a. In accordance with the terms of the contract for LEAP instructors with the insuring company, the College contributes one hundred percent (100%) of the premium costs for the following benefits plans:
 - i. Extended Health Benefit
 - ii. Dental Health Benefit
 - iii. Accidental Death and Dismemberment
 - iv. Group Life Insurance
- b. Short Term Disability Insurance
Effective October 1, 2020, Article XIV.M: *Employee Benefits Short Term Salary Indemnity* and Article XIV T.3 – *Continuation of Benefits While on STD* shall apply. As per the Article XIV.M, the premium cost of short term salary indemnity coverage shall be borne entirely by the employee and shall be paid by means of payroll deductions.
- c. Long Term Disability Insurance
The current LEAP LTD plan shall apply as follows:

- 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. Retirement for Pension Purposes

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.

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 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.

2.

- a. Should the employee in the affected position be a probationary employee, they shall have the right to displace another probationary employee in the LEAP Instructor group 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. Should no such position be available, a probationary employee shall have the right to displace a temporary employee in the LEAP Instructor group, provided they possess the ability to perform the work currently required of the position.
- b. If a probationary employee, who has worked less than four hundred and twenty-five (425) hours of their probationary period, 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 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 in the LEAP Instructor group 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.

C. RECALL

1. **Should work or a vacancy become available, permanent employees who have been laid off for a period of twelve (12) consecutive months or less are subject to recall and shall be recalled in the order of their seniority, provided they have the ability to perform the work made available to them. Where all permanent employees have had the opportunity of recall, probationary employees who have been laid off for a period of twelve (12) consecutive months or less shall be recalled in the order of their length of service, provided they have the ability to perform the work made available to them.**
2. **The College shall give notice of recall by registered mail to the employee, who must report to work within seven (7) working days of receipt thereof or forfeit any future rights to recall, unless, on reasonable grounds, they are unable to report for work at that time or the position available is at a lower FTE than that occupied at the time of layoff.**

6. INSTRUCTOR PAY GRID as of March 31, 2019*

STEP	Annual Salary**	Hourly Rate
1	\$61,783	\$33.95
2	\$64,872	\$35.64
3	\$68,116	\$37.43
4	\$71,522	\$39.30
5	\$75,098	\$41.26

** These rates will be amended as per Schedule B General Wage Increase*

*** Based on a Full Time LEAP Instructor and rounded to nearest dollar*

APPENDIX I

LETTER OF UNDERSTANDING COMPRESSED WORK WEEK SCHEDULE (NINE-DAY FORTNIGHT SYSTEM)

1. Basic Conditions

- a. Application of the compressed work week nine-day fortnight system must not produce any additional cost, (i.e. overtime, additional staffing requirements or fringe benefit costs) or noticeable reduction in service from the level of service rendered at the effective date of this Letter of Understanding April 1, 2004.
- b. Access
Employees not on Compressed Work Week who wish access to such work schedule should make application to their Department Head or Senior Supervisor. That individual will make the necessary analysis to ascertain whether the proposed change in schedule meets the conditions in 1 a) above and pass the request and analysis to the appropriate administrator in the Centre responsible for personnel matters for approval.

Should a request be denied the employee may ask that access be reviewed by the committee as follows:

A committee for each of the jurisdictions shall be responsible for resolving difficulties which may arise including matters of access to or exclusion from the compressed work week schedule.

Each committee shall consist of one Administrator from the jurisdiction concerned, who shall act as chair, along with one member representing:

- participating support staff
- CUPE Local 15 - V.M.E.C.W.
- Human Resources Department

In the event that problems of a serious nature cannot be resolved by the committee, the matter(s) will be referred to the Director, Human Resources and the Staff Representative, CUPE Local 15 - V.M.E.C.W. for discussion.

In the event that those parties cannot resolve the problem(s) within a reasonable period, either the Union or the College may refer the matter to grievance procedure commencing at Step 4.

No employee or position (e.g. vacant position) will be removed from the compressed work week schedule except through the committee and grievance process outlined above.

APPENDIX I

c. Suspension of the Compressed Work Week

The compressed work-week schedule may be temporarily suspended by joint and mutual agreement of the Union and the College Administration from the jurisdiction concerned. Except in extraordinary circumstances, the College shall give a minimum of ten (10) working days notice of suspension of the Compressed Work Week schedule.

In order to accommodate situations, such as emergencies, vacation, illness and peak periods, scheduled fortnight days may be deferred at the request and with the approval of the administration and must be rescheduled and utilized at the earliest opportunity. Where such situations are known in advance, fortnight scheduling shall be arranged to accommodate them.

Staffing needs within a department or area may necessitate suspension of the compressed work week schedule for an employee required to provide back-up service in the absence of another staff member if it cannot be accommodated via the provisions contained within **this LOU**.

During periods of suspension of the Compressed Work Week, the College shall require employees to continue working a seven and three-quarter ($7\frac{3}{4}$) hour day for the period of suspension.

However, in order to meet the College's commitments, departmental staffing needs and/or to meet individual needs, an employee and a department may mutually agree that the employee shall revert to a seven (7) hour day during the period of suspension.

If there is a suspension period greater than one month, the affected employees will revert to a seven-hour day.

During a period of suspension where an employee reverts to a seven-hour day, absence for vacation or sickness will be utilized at the rate of seven (7) hours per day. No credit towards compressed work week will be earned in this instance.

d. Deferral of Compressed Work Week Days Off

Days deferred must be scheduled by mutual agreement within two (2) months of the conclusion of the deferral period taking into consideration the commitment of the College, the needs of the department and the desires of the individual. Such agreement will not be unreasonably withheld by either party.

Deferred days may be carried forward beyond the two (2) month period by mutual agreement provided the commitment to the College and the needs of the department can be adequately met.

APPENDIX I

- e. Individual employees may apply, for special reasons, to remain on the established five-day work schedule, such request to be made to the Senior Administrator of the jurisdiction concerned and reviewed by the joint Union/Management Committee.

2. Working Conditions

- a. Employees shall work a seven and three-quarter ($7\frac{3}{4}$) hours each regularly scheduled work day in every two-week period.
- b. For the purposes of the Compressed Work Week Letter of Understanding, a year shall be defined as a calendar year and will be divided into twenty-six (26) fortnight periods **in alignment with the bi-weekly pay periods**.
- c. **The** scheduled days off, one every two weeks, will preferably be Monday or Friday or any other day taking into consideration the commitment of the College, the needs of the department and the desires of the individual.
- d. Overtime rates will be paid as per Clause XI E for authorized work performed in excess of seven and three-quarter ($7\frac{3}{4}$) hours per day, excluding the time worked when making up time owed by the employees.
- e. Neither acting capacity nor shift differentials shall be paid if the higher level of work performed or hours of work are directly due to the modified work week.

3. Employee Benefits

- a. Present sick leave credits will be converted from days to hours. Employees on the compressed work week schedule will be deducted seven and three-quarter ($7\frac{3}{4}$) hours sick leave for a day of absence owing to non-occupational sickness and injury.
- b. Employees on the compressed work week schedule will be deducted seven and three-quarter ($7\frac{3}{4}$) hours vacation **or gratuity** leave for a day of absence. Compressed work week days off will be earned during vacation periods.
- c. Gratuity days are earned as seven (7) hours.
- d. Where an employee is in receipt of **WorksafeBC** benefits under this clause, they shall have no entitlement to compressed work week days off during the period of absence owing to occupational sickness or injury.

APPENDIX I

4. Illness

Illness on a fortnight day off shall not entitle the employee to claim a replacement day off unless a doctor's certificate is provided to the employer.

5. Agreement to Conditions Not Mentioned

It is agreed that any general conditions presently in force which are not specifically mentioned in this Letter of Understanding, and are not contrary to its intention, shall continue in full force and effect for the duration of this Agreement.

6. Term of Letter of Understanding

This Letter of Understanding shall be binding upon the "College" and the "Union" for a term coincident with this Collective Agreement.

SIGNED this **1st day of July, 2020** at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 – V.M.E.C.W.

LANGARA COLLEGE

“Gail Johnson”

“Jane Mason”

APPENDIX II

LETTER OF UNDERSTANDING
EXPERIMENTAL WORK SCHEDULES

This will confirm our mutual understanding that Article XI A. can be used to accommodate a range of innovative hours of work arrangements, on an individual or group basis and is not limited to the compressed work week schedule in Appendix I.

Any such arrangement would normally have to satisfy the same general conditions as the nine-day fortnight - i.e. no additional cost, loss in service, etc.

Any such innovative schedule should be developed within the division prior to seeking mutual agreement of the College and the Union, and should be administratively simple.

SIGNED this 29th day of June, 2011 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 - V.M.E.C.W.

LANGARA COLLEGE

"Kathy Currie"

"Kevin Thien"

APPENDIX III

LETTER OF UNDERSTANDING PERMANENT TERM POSITIONS

The parties have reached the following understandings:

"Term Positions" are deemed to include Instructional Assistants, Laboratory Demonstrators and such other positions as mutually agreed between the College and the Union.

The employment of individuals in "Term Positions" may be considered and implemented in departments where schedules can accommodate only for new positions and replacement of current staff following consultation with the appropriate division and department chair.

"Term Position Employees" are permanent employees employed over a specified term.

The employment of employees in term positions will be on the basis of the following formula and conditions:

Salary

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

Vacation

* 2% for each 5 day vacation increment as per Article XIV A of the current collective agreement.

The Term Salary shall be paid in equal installments over the duty months.

Fringe Benefits

Benefits coverage will be applicable for the entire year but premiums shall be deducted and paid over the duty months.

Annual Vacation

Included in the calculation of Term Salary and may not be taken during the duty months.

Sick Leave

Applicable only to the duty months.

General Holidays

Taken as **paid holidays** as they occur during the duty months. **Payment will occur as per the *Employment Standards Act*.**

Additional Duty

If term employees are required to work some days during the non-duty months they shall be paid therefore at straight-time daily or hourly rate as applicable.

Increments

Shall occur on the basis of one increment for each completed duty year of service.

SIGNED this **1st day of July, 2020** at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 – V.M.E.C.W.

LANGARA COLLEGE

“Gail Johnson”

“Jane Mason”

APPENDIX IV

LETTER OF UNDERSTANDING VARIABLE WORK SCHEDULE

The College agrees with the principle of a variable work schedule for Union members under the following definition:

A variable work schedule is a work schedule which permits adjustment of the schedule of daily or weekly hours worked which takes into consideration the commitment of the College, the needs of the department and the desires of the individual.

Criteria for access to a variable work schedule:

1. The variable work schedule shall be scheduled in advance and approved by the appropriate Administrator or College President or delegate.
2. Variable work schedules shall not produce any additional cost for the College (e.g. overtime, additional staffing requirements, fringe benefit increases or non-scheduled shift differential).
3. Variable work schedules shall not result in any noticeable reductions in service from the effective date of this Letter of Understanding.
4. Variable work schedules shall be within the established hours of operation for the work performed.

A committee shall be responsible for resolving difficulties which may arise including matters of access to or exclusion from a variable work schedule.

The committee shall consist of one administrator from the jurisdiction concerned, who shall act as chair, along with one member representing: participating support staff; CUPE Local 15 - V.M.E.C.W.; Human Resources Department.

In the event that problems of a serious nature cannot be resolved by the committee, the matter(s) will be referred to the Director, Labour Relations and Human Rights and the Staff Representative of the CUPE Local 15 - V.M.E.C.W. for resolution.

In the event that those parties cannot resolve the problem(s) within thirty (30) working days, either the Union or the College may refer the matter to the grievance procedure commencing at Step 4. The time limit may be extended by mutual consent.

Variable work schedules may be temporarily suspended by joint and mutual agreement of the Union and College Administration from the jurisdiction concerned.

APPENDIX IV

This Letter of Understanding shall be binding upon the "College" and the "Union" for a term coincident with the collective agreement.

SIGNED this 4th day of March, 2015 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 – V.M.E.C.W.

LANGARA COLLEGE

“Kevin Tilley”

“Dianne Richard”

APPENDIX V

LETTER OF UNDERSTANDING EARLY RETIREMENT INCENTIVE AGREEMENT

1. Term of Agreement

This Agreement shall be binding upon the College and the Union for a period of **thirty-six (36)** months from April 1, **2019** to March 31, **2022**, both dates inclusive.

2. Qualification

The College may offer to an employee a choice of one of the early retirement incentive alternatives described herein, provided the employee meets the following qualifications:

- a. is age 55 or over;
- b. has a minimum of ten years' pensionable service under the Municipal **or College Pension Plan, as applicable**;
- c. is a permanent regular employee at the time of early retirement;
- d. is on the maximum step of the salary scale;
- e. resigns for purposes of retirement.

The Union shall be advised of any offer of early retirement made to a member, and the employee will be advised of their right to consult with the Union.

3. Agreement

An employee has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer being proposed. In the event of acceptance of an offer of early retirement, an employee's date of retirement shall be effective on a date mutually agreed upon between the employee and the College. Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon.

Acceptance must take place before the termination date of this Agreement. Retirement may take place after the termination date of this Agreement.

4. Alternatives

a. Lump Sum Payment

The retirement allowance will be paid in one sum on the date of retirement, or for optimum tax advantage, an agreed upon deferred date, or in predetermined installments, acceptable to the employee and will be based on scale salary without allowances in the following amounts:

APPENDIX V

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

OR

- b. The retirement allowance based on up to 20% of the retiring employee's pre-retirement basic salary only will be paid each month by the College into a pre-designated Registered Retirement Savings Plan or Trust Fund in the name of the retired employee to provide at the discretion of the retired employee, a supplemental pension income upon attaining the age of 65 years. Payments shall commence on the first day of the month coincident with, or next following, the date of early retirement and shall cease when the retired employee reaches the 65th birthday. In the event the retired employee passes away prior to attaining the age of 65, any contributions outstanding shall be payable by the College in a lump sum amount to the estate of the deceased. The maximum period of payment shall be sixty (60) months.

5. Understandings

The term of Agreement described herein is to allow for an evaluation of the social and economic aspects of the program prior to considering its possible renewal, revision or discontinuation.

SIGNED this **1st day of July, 2020** at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 - V.M.E.C.W.

LANGARA COLLEGE

“Gail Johnson”

“Jane Mason”

APPENDIX VI

LETTER OF UNDERSTANDING RECOVERY OF CLAIMED "OVERPAYMENTS"

It is the intention of Langara College to recover overpaid wages occurring as a consequence of clerical error. Upon the College determining that such an overpayment has occurred:

1. If overpayment of wages occurred which was not corrected, the College will notify the affected employee **and obtain their written consent to the recovery, with copy to the union. The notification shall specify:**
 - a. the amount of overpayment claimed;
 - b. a general description of the situation which gave rise to the claimed overpayment;
 - c. a detailed calculation of the claimed overpayment;
 - d. the intended schedule of recovery;
 - e. the employee's right to consult with the Union regarding this matter.
2. Should the employee or the Union dispute either the intended recovery or the calculation provided, the matter shall be discussed informally with the **Director**, Human Resources and the Manager, Payroll and an effort made to reconcile the calculation and to accommodate the employee regarding the schedule of recovery. If alternate arrangements are agreed, they shall be confirmed in writing to all concerned.
3. If agreement cannot be reached informally, the matter shall be dealt with through the grievance procedure commencing at Step 3 and within the time limits prescribed therein and recovery shall not proceed until the grievance is ultimately resolved.
4. Notwithstanding the foregoing, if the employee voluntarily terminates employment with the College before recovery is accomplished, **the employee shall make arrangements to repay the College at that time.**
5. This agreement does not address nor apply to:
 - a. Normal reconciliation at the end of employment for vacation, gratuity leave, and other such entitlements where such reconciliation is clearly specified in the Collective Agreement; or
 - b. Garnishees or other court-ordered claims initiated by a third party.

APPENDIX VI

SIGNED this **1st day of July, 2020** at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 - V.M.E.C.W.

LANGARA COLLEGE

“Gail Johnson”

“Jane Mason”

APPENDIX VII

LETTER OF UNDERSTANDING
PRE-RETIREMENT – REDUCED WORK WEEK

The parties agree during the term of this agreement to establish the terms of reference for a Pre-retirement Reduced Work Week process and conduct at least one trial, should there be a retiree willing to do so. Key elements to this will include:

That it will be at no additional cost to the College;

In accordance with terms of Collective Agreement;

- Implementation be operationally feasible and in the interests of the employees and the College;
- The replacement employees be qualified to fulfill the respective positions.

Engaging in this trial implies no obligation on either party to pursue this in the future, unless they mutually agree to do so.

SIGNED this 29th day of June, 2022 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 - V.M.E.C.W.

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”

APPENDIX VIII

LETTER OF UNDERSTANDING
BENEFITS CONTINUATION

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

SIGNED this 29th date of June, 2011 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 - V.M.E.C.W.

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”

APPENDIX IX

LETTER OF UNDERSTANDING
RATIFICATION MEETINGS

The union will make every reasonable effort to schedule ratification meetings at a time which minimizes the disruption of College operations and will work with the College to ensure that minimum service levels are maintained during ratification meetings.

SIGNED this 29th day of June, 2011 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 - V.M.E.C.W.

LANGARA COLLEGE

"Kathie Currie"

"Kevin Thien"

APPENDIX X

LETTER OF UNDERSTANDING
PROMOTION AND TRANSFER

The Union and the College agree that "filled", as used in Article XI H. and XVII shall have the following meaning:

1. a new incumbent occupies the position; or
2. the College has made a legally binding offer to a successful candidate.

SIGNED this 4th day of March, 2013 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 - V.M.E.C.W.

LANGARA COLLEGE

"Kathie Currie"

"Dawn Palmer"

APPENDIX XI

LETTER OF UNDERSTANDING
LETTER REGARDING POSTING OF A PERMANENT VACANCY UPON CONFIRMATION
OF A LONG TERM DISABILITY

October 17, 1995

Mr. Steve Baker
CUPE/VMRE Local 15
545 West 10th Avenue
VANCOUVER, B.C.
V5Z 1K9

Dear Mr. Baker,

**RE: POSTING OF A PERMANENT VACANCY UPON CONFIRMATION OF LONG
TERM DISABILITY**

This is to confirm as per our discussions during mediation, that Langara College concurs with the approach outlined by Ron Riching's in his May 25, 1995 letter concerning the posting of a position as a permanent vacancy when an incumbent is accepted by the insuring agency for LTD coverage.

The disabled employee will retain the right to return to their former position, or an equivalent one, and any "accommodation" rights they may be entitled to, notwithstanding the posting.

Should the person appointed to fill the posting subsequently be displaced by the returning employee, they will be entitled to exercise all rights under Article XVII, Layoff and Recall.

Yours truly,

“Ken Jillings”

Ken Jillings
Director, Employee & Labour Relations

KJ/ML/vm
Temp-employ-Baker

APPENDIX XII

LETTER OF UNDERSTANDING
BARGAINING UNIT WORK

For the term of this agreement, the College agrees not to assign any work presently performed by a permanent employee to another bargaining unit in the College which results in the layoff of a permanent employee.

"Presently performed" means work which is performed by a permanent employee on or after April 12, 2006.

This provision will not convey any new or additional rights to the employer over and above the previous Collective Agreement.

SIGNED this 29th day of June, 2011 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 - V.M.E.C.W.

LANGARA COLLEGE

"Kathie Currie"

"Kevin Thien"

APPENDIX XIII

LETTER OF UNDERSTANDING USE OF AGENCY EMPLOYEES

1. The College will minimize the use of agency personnel through the internal recruitment of temporary or casual employees.
2. The College will offer work to employees on the recall list who have the ability to perform the work prior to going to an agency.
3. Agency hires beyond one month will require the approval of the Union which will not be unreasonably denied.
4. The College will advise the Union of all agency hires.
5. When employees of outside employment agencies are used by the College they will be treated in the same manner as casual employees as outlined in the Collective Agreement subsequent to the one that expired September 30, 1994; however, the following will not apply:
 - a. Article III 8C, Payment in lieu of benefits.
 - b. Article X, Position Evaluation, except that the Union retains its rights contained in Article X B 1.
 - c. Article XI H, Promotions and Transfer.
 - d. Article XI J, Temporary Re-appointment Rights.
 - e. Article XI K, Uniforms, Gloves, Aprons and Boots. Boots will not apply.
 - f. Article XIV A, Annual Vacation.
 - g. Article XIV C, General Holidays.
 - h. Article XVII Layoff and Recall.
 - i. Article XVIII F College Course Registration.
 - j. Article XVIII G, Career Development.
 - k. Schedule B, Car Insurance, Second Paragraph.
 - l. Schedule B, Job Sharing.
6. The percentage in lieu of benefits paid to agency workers will be 2% less than the percentage paid to casual employees.

APPENDIX XIII

7. The College will remit the appropriate Union dues.
8. Any grievance arising from an agency worker will only be reviewed and pursued by the Union, rather than by the individual worker.

SIGNED this 29th day of June, 2011 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 - V.M.E.C.W.

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”

APPENDIX XIV

LETTER OF UNDERSTANDING
CONTRACTING OUT

The following will be added to Article XVIII G and will be in effect for the term of the agreement:

The employer agrees not to contract out any work presently performed by permanent employees covered by this agreement which would result in the layoff of such employees.

“Presently performed” means work which is being performed by a permanent employee on or after April 12, 2006.

SIGNED this 29th day of June, 2011 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 - V.M.E.C.W.

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”

APPENDIX XV

LETTER OF UNDERSTANDING
HOURS WORKED IN EXCESS OF THIRTY-FIVE (35) HOURS PER WEEK

The parties agree that employees scheduled to work thirty-seven and one-half (37-1/2) hours per week or forty (40) hours per week shall be paid at the classified pay grade, and hourly rate for the position, or a bi-weekly rate based on the straight-time hours worked.

For overtime purposes the normal hours for employees working a thirty-seven and one-half (37-1/2) hour work week will be seven and one-half (7-1/2) hours per day or thirty-seven and one-half (37-1/2) hours per week and for employees working a forty (40) hour week they will be eight (8) hours per day or forty (40) hours per week.

SIGNED this 4th day of March, 2015 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 - V.M.E.C.W.

LANGARA COLLEGE

“Kevin Tilley”

“Dianne Richards”

APPENDIX XVI

LETTER OF UNDERSTANDING
ESCALATING COSTS OF BENEFITS

The parties agree to meet to discuss strategies and initiatives aimed at controlling the escalating cost of benefits to ensure the long-term sustainability of the benefit plans. The parties agree that any recommendations made may be considered in the next round of collective bargaining. Each party shall designate three (3) representatives for this purpose.

The parties agree to commence meetings within ninety (90) days of ratification of this agreement and provide recommendations no later than 120 days prior to the expiry of this agreement. The review of benefits will include Extended Health, Dental, Group Life/AD&D and STD/LTD.

SIGNED this 29th day of June, 2011 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 - V.M.E.C.W.

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”

APPENDIX XVII

LETTER OF UNDERSTANDING

BETWEEN: CUPE LOCAL 15 VMECW

AND: LANGARA COLLEGE

RE: ACCESS TO EMPLOYEE PERMIT PARKING

The parties agree that the decision of Arbitrator Nicholas Glass dated February 27, 1997 re: Paid Parking shall not apply to those employees whose association with the College is for the primary purpose of education; specifically, those students employed as Student Aides, students employed under the Student Work Assistance Program (SWAP), CO-OP education students employed by Langara for the purposes of the work experience component of their program, **and other student employees**. Accordingly, the above reference employees do not have access to employee permit parking.

SIGNED this **1st day of July, 2020** at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 - V.M.E.C.W.

LANGARA COLLEGE

“Gail Johnson”

“Jane Mason”

APPENDIX XVIII

LETTER OF UNDERSTANDING STAND-BY, REMOTE CALL-OUT AND CALL-BACK

The parties agree that the following provisions will be implemented on a trial basis for the term of this agreement **or its renewal**, and shall only apply to **Information Technology Staff**.

These provisions are being introduced with the mutual intent of providing:

- a. Employees with greater control over their personal life
- b. Employees improved ability to plan time off
- c. **The College is able to plan scheduled work and non-scheduled work to ensure the ongoing sustainability and operations of the information systems as it may apply to staff and/or students**

The intent of this letter of understanding is to ensure that the parties are confident that this proposal meets the above referenced objectives.

Stand-by

Stand-by is defined as being scheduled to be available to work at any time following the completion of an employee's regular shift during a regular week or on scheduled rest days including fortnights. **An employee may be scheduled for stand-by duty on a skills based rotational basis, or as needed as particular emergency circumstances arise**

An employee who is required to be on stand-by will be compensated as follows:

1. An employee will receive one (1) hour pay at the employee's regular rate of pay for each eight (8) hour period of stand-by or less on regular scheduled days of work, regardless of whether any call is received. This payment is in addition to any Remote Call-Out or Call-Back to which there may be entitlement under Appendix **XVIII**.
2. An employee will receive one and one-half (1.5) hours at the employee's regular rate of pay for each eight (8) hour period of stand-by time or less during scheduled days of rest, regardless of whether any calls are received. This payment is in addition to any Remote Call-Out or Call-Back pay to which there may be entitlement under Appendix **XVIII**.

Stand-by Scheduling

3. Employees will be scheduled to be on stand-by for a period up to seven (7) consecutive calendar days (Monday to Sunday). The employer will ensure the employees receive two (2) weeks clear of standby per month, except by mutual agreement between the employee and the college or by means of scheduled trades between employees with approval of their Administrator.
4. The trading of shifts between qualified employees may occur with the approval of their Administrator.

APPENDIX XVIII

5. The College shall designate Stand-by periods. The College will post the stand-by schedule at least ten (10) working days in advance. The standby scheduling will be rotated equitably between all employees within a workgroup. Seniority shall be applied in determining the rotation preference for the standby schedule in conjunction with knowledge, skills and abilities (KSAs).
6. An employee which has an approved scheduled vacation shall not be scheduled for Stand-by duty by the College, without the consent of the employee.

Emergency: a situation that is unplanned, unexpected and poses significant risk to the College, systems or information requiring immediate IT intervention or response. In emergency situations, it may be necessary for the College to request an employee who was not previously scheduled, to be on Stand-By in order to respond to significant and unplanned emergencies as they arise. Such employee may be identified based on the nature of the emergency and the skills, expertise and position of the employee. Employees are expected to make a reasonable effort to respond to emergency stand-by and call back.

Remote Call-Out

A Remote Call-Out is defined as a situation where an employee is required by the College to attend to an incident that can be resolved remotely and where the employee is not required to return to the worksite.

1. An employee who engages in a remote call-out, shall be compensated on the basis of 30 minutes at overtime rates as outlined in Article XI E for time actually worked, with a minimum of one-half (1/2) hour. Any subsequent contacts that occur within one-half (1/2) hour of the first call shall not incur any additional payments. A contact that occurs after the one-half (1/2) hour period shall incur another one-half (1/2) hour payment at overtime rates as outlined in Article XI.
2. Should an employee be required by the employer to return to the worksite as a result of the incident being discussed, the employee will receive remote call-out compensation as described above for the time spent on the incident at the remote location. An employee will not be eligible for Remote Call-Out and Call-Back compensation simultaneously.
3. The provisions of Article XI G do not apply when an employee is on remote call-out.
4. An employee required to attend to a remote call out that ends within eight (8) hours of their regular scheduled work will be entitled to eight (8) clear hours of rest prior to commencing work on their normally scheduled day of work.

Call-Back

Call-Back is defined as a situation where an employee is required by the College to return to the worksite to attend to an incident.

1. When an incident cannot be attended to remotely and the employee is required at the call

APPENDIX XVIII

of the College to return to the worksite, the normal compensation provisions for overtime Art XI.E and F shall apply.

2. The provisions of Article XI G do not apply when a stand-by employee is on a call-back.
3. An employee required to attend to a Call Back that ends within eight (8) hours of their regular scheduled work will be entitled to eight (8) clear hours of rest prior to commencing work on their normally scheduled day of work

SIGNED this **1st day of July, 2020** at the City of Vancouver in the Province of British Columbia.

CUPE Local 15 - V.M.E.C.W.

LANGARA COLLEGE

“Gail Johnson”

“Jane Mason”

APPENDIX XIX

LETTER OF UNDERSTANDING PEER TUTORS: TERMS OF REFERENCE

1. GENERAL RESPONSIBILITIES:

To provide tutorial services on an individual or small group basis for students enrolled in courses of the same program of studies as the peer tutor.

2. SPECIFIC DUTIES AND RESPONSIBILITIES:

- a. Provide academic assistance to assigned students:
 - i. individually; and/or,
 - ii. small ad hoc groups (generally in a Help Centre setting)
- b. Establish liaison with the Instructor, Lab Demonstrator or Department Chair and work under the Instructor's, Lab Demonstrator's or Department Chair's direction, if necessary, to assist the student.
- c. Help students develop positive attitudes toward learning and studying.
- d. Help students develop self-confidence, raise self-concept and reduce anxiety or fear of failure in academic work.
- e. Help students develop a high level of motivation in academic areas.
- f. Assist students in achieving a better understanding of specific subject material and in improving academic capabilities in designated areas.
- g. Help students develop the study skills necessary for academic success.
- h. Establish and maintain rapport with the assigned student(s).
- i. Serve as a role model for students being served.

3. REQUIRED KNOWLEDGE, ABILITY AND SKILLS

- a. Basic knowledge and abilities appropriate to the assigned tasks.
- b. Ability to understand and follow oral and written instructions.
- c. Ability to perform basic clerical functions as required and, as appropriate, to operate standard office appliances and equipment.
- d. Ability to establish and maintain effective working relationships with staff, instructors and students.

4. REQUIRED QUALIFICATIONS

- a. Students must be enrolled in a minimum of **three** credits.
- b. This enrolment must be maintained throughout the term.

APPENDIX XIX

- c. Eligible students must have a CGPA of 2.00. First-term students without a Langara CGPA are also eligible.
- d. Completion of the course(s) in which they are tutoring with an appropriate grade point average, as determined by the Department.

SIGNED this **1st day of July, 2020** at the City of Vancouver in the Province of British Columbia.

CUPE Local 15:

LANGARA COLLEGE

“Gail Johnson”

“Jane Mason”

APPENDIX XX

JOINT STANDING COMMITTEE

Minutes – The parties agree to produce a joint set of notes from any Joint Standing Committee within two weeks of any meetings. The notes are intended to be a representation of the discussion of the meetings for reference purposed only. The notes will be shared with Administrators and employees.

SIGNED this 29th day of June, 2012 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15:

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”

APPENDIX XXI

LETTER OF UNDERSTANDING
RESPECTFUL WORKING ENVIRONMENT

1. Preamble

The parties recognize that mutual understanding and respect are fundamental to achieving a collaborative and positive working relationship, which is the cornerstone of an effective environment in which employers and employees work.

The parties further recognize that certain types of conduct, such as interpersonal conflict and bullying in the workplace create barriers to these objectives and result in both financial and relational costs.

Examples of financial costs include, but are not limited to increased sick leave usage, increased short term and long term disability leaves, workers' compensation claims, decreased levels of performance, and the costs associated with investigations, grievances, mediations, arbitrations, and human rights complaints as well as recruitment and retention costs.

Examples of relational costs include, but are not limited to, the loss of personal dignity, impact on career development, as well as the loss of both trust and respect for individuals and the institution.

2. Mandate

The parties agree to review plans and training opportunities on the items listed below, once per year, at the Joint Standing Committee:

- (i) enhance understanding of interpersonal conflict and bullying, and the effects thereof in the workplace;
- (ii) ensure that all members of the College community are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and
- (iii) actively promote the development and maintenance of a respectful workplace environment.

SIGNED this **1st day of July, 2020** at the City of Vancouver in the Province of British Columbia.

CUPE Local 15:

LANGARA COLLEGE

"Gail Johnson"

"Jane Mason"

APPENDIX XXII

LETTER OF UNDERSTANDING EXPEDITED ARBITRATION

The parties agree that the following expedited arbitration process will be used for the resolution of grievances:

1. Expedited Arbitrations

Where a difference arises relating to the interpretation, application or administration of this agreement, including where an allegation is made that a term or condition of the agreement has been violated, either party may, after exhausting the steps of the grievance procedure under this agreement, notify the other party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

2. Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
 - i. Dismissals;
 - ii. Suspensions in excess of five (5) working days;
 - iii. Policy grievances;
 - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
 - v. Grievances requiring the presentation of extrinsic evidence;
 - vi. Grievances where a local party intends to raise a preliminary objection; and
 - vii. Grievances arising from the duty to accommodate.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2(a) above, may be referred to arbitration under the provisions of Article 4.
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is first available to hear the grievance. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement of the parties.

- Kate Young
- Colin Taylor
- John Hall
- Mark Brown

- Marguerite Jackson
- Joan Gordon

If none of the listed arbitrators is available, the local parties shall agree to another arbitrator. The parties may agree to select an arbitrator not on this list, by mutual agreement.

4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either party. This does not preclude either party from using staff who may be lawyers.

5. Agreed Statement of Facts

The parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

6. Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The parties shall make limited use of authorities during their presentations.

8. Mediation

- a) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

9. Issuance of Decision

The decision of the arbitrator is to be completed on the agreed form and mailed to the parties within three (3) working days of the hearing.

10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.

- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- c) The decision or award, including mediated settlements, is final, binding and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

- a) The parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the College or at the offices of the association where possible to minimize costs.

12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the Labour Relations Code.

SIGNED this 4th day of March, 2015 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15:

LANGARA COLLEGE

"Kevin Tilley"

"Dianne Richards"

APPENDIX XXIII

LETTER OF UNDERSTANDING
STUDENT AIDE AND SWAP WORK SPECIFICATION

The parties agree to discuss and review, at the Joint Standing Committee, Job Specification for Student Aide and SWAP work at the College.

The parties agree that this Letter of Understanding does not in any way create intent to include the Student Aide and SWAP Job Specification within the terms of this or any subsequent collective agreement.

SIGNED this 4th day of March, 2015 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15:

LANGARA COLLEGE

"Kevin Tilley"

"Dianne Richards"

APPENDIX XXIV

LETTER OF UNDERSTANDING
SPACE ALLOCATION AND PLANNING

The parties agree that the Union will be offered one seat on any committee created by Facilities whose purpose is to discuss the utilization or allocation of new or existing space which directly impacts CUPE members.

To ensure productive and effective discussions, it is agreed that the person appointed to the committee by the Union will normally work in the area or one of the areas impacted or discussed.

SIGNED this 4th day of March, 2015 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15:

LANGARA COLLEGE

“Kevin Tilley”

“Dianne Richards”

LETTER OF UNDERSTANDING
ECE WAGE ENHANCEMENT

The BC Government announced on September 5, 2018 funding to support its Early Care and Learning Recruitment and Retention Strategy. This announcement included funding available for qualified providers to support a \$1.00 per hour wage enhancement in early 2019 and another \$1.00 per hour wage enhancement on April 1, 2020 for Early Childhood Educators (ECEs).

In order to qualify for this funding, providers and staff must meet the eligibility criteria provided by the government. Provided the institution meets all the conditions set out by government, is eligible, and is in receipt of the funding under the program the ECE Wage Enhancement will occur and be provided to qualified ECE employees, in accordance with the following:

1. Contingent on the institution receiving the funding through this program, eligible ECE employees in the following positions in Child Care Services will receive the ECE Wage Adjustment of \$1.00 per hour (up to a maximum of 195 hours per month):
 - Head Pre-School Teacher
 - Pre-School Teacher
2. To be eligible, employees must:
 - (a) hold a valid Early Childhood Educator, Infant and Toddler Educator, and/or Special Needs Educator certification issued by the BC ECE Registry;
 - (b) be an ECE in good standing with the BC ECE Registry;
 - (c) be a front-line ECE directly employed on a full or part-time/casual basis who spends 50% or more of their working time in direct care of children; and
 - (d) sign a written consent form that confirms their knowledge, consent and authorization for Langara College to provide their full name, ECE Registration #, ECE certificate expiry date, their wage, and total number of hours worked to the Province of BC.
3. Should the institution no longer be in receipt of the funding through this program, the program ceases, or should the employee no longer hold an eligible certification and/or be in good standing with the BC ECE Registry, then the ECE Wage Enhancement will also cease.

This amendment is made on a without prejudice and precedent basis, and cannot be relied upon as an interpretation of the positions or the job evaluation process/system.

This amendment is in effect for the 2019-2022 term of the Collective Agreement between Langara College and CUPE Local 15 and will remain in effect until its renewal.

SIGNED this 1st day of July, 2020 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15:

LANGARA COLLEGE

“Gail Johnson”

“Jane Mason”

LETTER OF UNDERSTANDING

NOTICE OF SHIFT CANCELLATION FOR TEMPORARY INTERPRETERS AND TRANSCRIBERS

The parties agree that the following provisions shall apply for Interpreters and Transcribers employed within the Accessibility Services department:

1. **Ongoing Assignments - Assignments for which Interpreters and Transcribers are scheduled on a regular and on-going basis throughout the semester:**
 - a. **For the term (13 to 16 week course); or**
 - b. **A minimum of 36 hours**
Example: A Continuing Studies course that is 1 evening (3 hours) per week for 10 weeks = 40 hours (4 hour minimum daily pay)
2. **One-time Assignments**
 - a. **Assignments for which Interpreters and Transcribers are scheduled for one-time only. Examples:**
 - i. **Appointments on campus/accessing campus services such as Accessibility Services, Counselling, Registrar's Office, Financial Aid, Continuing Studies, etc.**
 - ii. **Course-related meetings such as instructor meetings, student group projects.**
 - iii. **Quizzes or exams that occur outside of the regular class time.**
 - iv. **On-campus events such as information sessions, graduation, career fairs, etc.**
 - v. **College sanctioned events that are off-campus such as a class field trip.**
 - vi. **Substitute work i.e., subbing one or more classes for another Interpreter/Transcriber who has an ongoing assignment.**
 - b. **A single class during an ongoing assignment may be considered a "one-time" assignment if:**
 - i. **a class is cancelled by the instructor; or**
 - ii. **the student is unable to attend due to illness or other reason.**
 - c. **A course that is less than 36 hours such as a two-day weekend Continuing Studies course.**
3. **Cancellation of Ongoing Assignments:**
 - a. **In the event that an ongoing assignment is cancelled by Accessibility Services with two weeks (14 calendar days) notice, there will be no compensation.**
 - b. **In the event that an ongoing assignment is cancelled by Accessibility Services with one week (7 calendar days) notice, the College shall provide one week of written notice and pay-in-lieu of notice equivalent to one week based on the**

number of hours the Interpreter/Transcriber was scheduled for the assignment.

- c. In the event that an ongoing assignment is cancelled by Accessibility Services with less than 7 days notice or after the start date of the assignment, the College shall provide pay in lieu of notice equivalent to two weeks (14 days) based on the number of hours the Interpreter/Transcriber was scheduled for the assignment.

4. Cancellation of one time assignments:

- a. In the event that a one-time assignment is cancelled by the instructor, the student or Accessibility Services with 48 hours advance notice or more, there shall be no compensation.
- b. In the event that a one-time assignment is cancelled by the instructor, the student or Accessibility Services with less than 48 hours advance notice, the College will provide pay in lieu of notice equal to the number of hours the Interpreter/Transcriber was scheduled for the assignment or for the first day of the assignment, whichever is less.

SIGNED this 1st day of July, 2020 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15:

LANGARA COLLEGE

“Gail Johnson”

“Jane Mason”

LETTER OF UNDERSTANDING
ERP STAFFING AND EXPRESSION OF INTEREST

WHEREAS the College intends to introduce a new Enterprise Resource Planning system (ERP) and requires Bargaining Unit staff from Finance, IT, Student Services and Payroll to be reassigned to a project team to directly support phases of the project; and

WHEREAS the project timeline is approximately October 2018 through to mid-2021, with the possibility of extension; and

WHEREAS the parties wish to establish an agreed upon process for assignment of Bargaining Unit staff to the project team;

The Parties therefore agree, on a without prejudice or precedent setting basis to the following:

- 1. In the assignment of support staff to project teams, Workstream Leads will select team members based on suitability and fit, as well as knowledge, skills and abilities necessary for the work. As this is a re-assignment of work, there is no need to post these opportunities pursuant to Article IV – Notification of Vacancies.**
- 2. Where there is more than one incumbent in a job classification that is designated for working on the project, the College will canvass interest in the opportunity to participate as Subject Matter Experts (SME’s) or Leads (see Appendix I for role definitions), from the designated employee group, in the form of an informal Expression of Interest.**
 - a. The Expression of Interest template will include the following information:**
 - i. Description of the project, role and responsibilities**
 - ii. Duration of the assignment**
 - iii. Knowledge, skills and abilities required**
 - iv. Additional information (if applicable)**
 - v. How to indicate your interest**
- 3. Where there is a sole incumbent in the identified classification, the Workstream Lead will directly approach the selected individual to join the ERP Project. An Expression of Interest is not necessary in these instances.**
- 4. Notwithstanding Article XIII. D – Acting in a Senior Capacity, SMEs or Leads assigned to the Project at full-time (100%) may receive additional compensation of two (2) pay steps, if the project work required exceeds the scope of the incumbent’s home position. The College will determine whether project responsibilities exceed the job scope, thereby applying additional compensation. If applicable, this shall be noted on the Expression of Interest or, in the case of a sole incumbent, made known to the individual.**

5. **Project participants, who may participate in discussions, training or other project related activities but not designated as SMEs or Leads, or any other formalized role, are not eligible for additional compensation or backfilling.**
6. **In order to maintain a base level of operations the College will designate which positions will be subject to backfilling and will discuss with the Union, any decisions not to backfill. The backfilling of vacated positions will follow normal recruitment protocol subject to Article IV – Notification of Vacancies.**
7. **Unless explicitly stated above, all other provisions under the collective agreement remain unchanged.**
8. **This agreement and Expression of Interest concept shall be in effect for the duration of the ERP project and shall be limited only to activities related to the ERP project, unless mutually agreed upon. The anticipated timeframe is anticipated to be from mid-October 2018 to mid-2021, with the possibility of extension, by mutual agreement.**

SIGNED this **1st day of July, 2020** at the City of Vancouver in the Province of British Columbia.

CUPE Local 15:

LANGARA COLLEGE

“Gail Johnson”

“Jane Mason”

LETTER OF UNDERSTANDING

LEAP INSTRUCTORS TRANSFER INTO 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 seek to ensure a smooth transition of employees on record as of date of ratification into the bargaining unit;

The following sets out the framework for this transition:

1. Instructors will receive confirmation of their appointment to new CUPE positions, as determined by the College and in accordance with the business need. Such appointments shall include FTE, position and employment status (i.e. permanent). The parties will agree to the effective FTEs prior to ratification of the agreement.

2. Length of service

Langara employees transferring directly from their current position as a Langara CS LEAP Instructor shall retain their original date of hire with Langara College. The College will provide an updated list to CUPE and service dates will be confirmed between the parties before ratification.

3. Seniority

Regarding seniority, it will be agreed to as follows:

The Union will advise the Employer of the list and final list will be posted following ratification of the agreement.

The list will follow this format posted publically in the department for 30 days following ratification:

Name (Last, First)	Seniority date

For those Instructors who may have the same seniority date, seniority will be determined according to an objective and random method, for those employees. This same process will occur in the future if hiring occurs during the same month and seniority dates are identical.

4. In accordance with Article VII Check-Off, Union dues payroll deduction was effective May 30, 2020.

SIGNED this 1st day of July, 2020 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15:

LANGARA COLLEGE

“Gail Johnson”

“Jane Mason”

LETTER OF UNDERSTANDING

CS LEAP FTE CHANGES, WORKLOAD, SCHEDULING, AND ADDITIONAL WORK

The Parties agree that the following provisions will apply for the term of this agreement or its renewal:

1. Change of FTE for Permanent Instructors

Permanent changes to a Permanent Instructor's percentage FTE shall be according to the following principles:

- If for six (6) continuous teaching sessions a permanent 1.0 FTE employee has never worked a 1.0 FTE teaching schedule, but rather has worked 0.825 FTE or less, then the FTE status of that employee shall be changed from 1.0 FTE to 0.825 FTE.
- If for six (6) continuous teaching sessions one or more 0.825 FTE employees have worked a 1.0 FTE teaching schedule due to increased enrolment, then one or more permanent 1.0 FTE position(s) shall be established if it can be reasonably expected to be ongoing work. The employer shall fill these 1.0 FTE position(s) in accordance with Article IV.

2. WORKLOAD

- (a) LEAP instructors' workload will consist of instructional and non-instructional duties.
- (b) An instructional load shall include an assigned schedule of instructional hours, which may include evening or weekend assignments.
- (c) A one full-time equivalent (1.0 FTE) teaching schedule shall be comprised of thirty-five (35) paid hours per week each session. The weekly schedule for a 1.0 FTE shall be sixteen (16) hours of in-class teaching and nineteen (19) hours of non-instructional duties associated with sixteen hours (16) of in- class teaching and other departmental work as required.
- (d) An eighty-two and one quarter percent (0.825) FTE teaching schedule shall be comprised of twenty- eight and eight hundred and seventy-five thousandths (28.875) paid hours per week each session. The weekly schedule for a 0.825 FTE shall be twelve (12) hours of in-class teaching and sixteen and eight hundred and seventy-five thousandths (16.875) hours of non-instructional duties associated with twelve (12) hours of in-class teaching and other departmental work as required.
- (e) The parties agree that the non-instructional duties may occur at a time and location of the instructors' discretion subject always to the needs of the curriculum, students and department as they occur.

3. SCHEDULING

- (a) Before the commencement of class, and with as much advance notice as possible after student assessments, the employer shall provide to all instructors the teaching schedules for the upcoming session. LEAP instructors will select a teaching schedule according to these procedures. Instructors who do not select a teaching schedule will be assigned a teaching schedule by the College.
- i. Full-time LEAP Instructors, according to their seniority amongst Full-time LEAP Instructors, will select their preferred teaching schedule from the available full-time teaching schedules for the upcoming session. When no more full-time teaching schedules are available, this process of selection of teaching schedules by Full-time LEAP Instructors will pause if needed to facilitate clause ii.
 - ii. If a pause has occurred because there remains Full-time LEAP instructors without a full-time schedule, then the Full-time LEAP Instructors will be dovetailed according to their seniority into the Permanent Part-time seniority list.
 - iii. Following that, according to their seniority, permanent part-time LEAP Instructors, and any dovetailed Full-time LEAP Instructors, will select from the remaining full-time or part-time teaching schedules
 - iv. Any remaining available teaching schedules will be offered to permanent part-times and temporary employees as per 5 below.
- (b) Under extraordinary circumstances, the College reserves the right to pre-assign work.

4. ADDITIONAL WORK

- (a) Substitute teaching and other instructional work (e.g. workshops) is considered to be additional work and paid at the normal hourly rate in accordance with the following ratio 1:1.33. Time sheets for the additional work will show as 1.33 for each hour, i.e. one hour of instructional time and twenty (20) minutes delegated to prep for every instructional hour. For example, if a LEAP Instructor subs for 2 instructional hours then they will be compensated for 2.66 hours, i.e. 2 hours and 40 minutes in recognition of the instructional hours and the associated additional work related to the instructional substitution. Access to this work will be as per #5. Where employees swap instructional times then no additional compensation will occur and the administrator advised.
- (b) For substitute teaching assignments over 3 consecutive days, the instructor shall receive a rate of pay based on the FTE of the instructor they are replacing.
- (c) In the extraordinary circumstances when a substitute instructor cannot be procured and classes are combined, the instructor will be paid regular hours and an additional 0.33 for each hour of combined class time. For example, if class is combined for 2 instructional hours, the instructor will be compensated for an additional 0.66 hours, i.e. 40 minutes in recognition of the associated additional work related to the combined class.

- (d) Where the College deems additional work to be available, then it will be awarded as per #5 and treated on a 1:1 ratio for all additional work. Should a full time FTE take on additional work then it will be compensated on a 1:1 ratio for all additional work hours.

5. PREFERENCE FOR HOURS – PERMANENT PART-TIME EMPLOYEES

Permanent part-time employees will have preference, (right of first refusal) over temporary or less senior employees for additional work in their area provided they possess the ability to perform the work available. Additional work includes but is not limited to substitute teaching and leading student workshops. Such additional hours, beyond their normal schedule, will not be considered as overtime.

- 6. The Parties agree to discuss, at a minimum, twice a year at the Joint Standing Committee meetings any issues or concerns arising from the application of this LOU.**

Should the parties agree that a change to this LOU is required before its renewal, then it is understood that any such changes or to the collective agreement are subject to the mutual agreement between the parties and subject to ratification by the parties' respective principals. For Langara that includes the PSEA Board.

‘SIGNED this 1st day of July, 2020 at the City of Vancouver in the Province of British Columbia.

CUPE Local 15:

LANGARA COLLEGE

“Gail Johnson”

“Jane Mason”

LETTER OF UNDERSTANDING
SERVICE IMPROVEMENT TRAINING FUND

There shall be a Service Improvement Training Fund established which is distinct from the following collective agreement provisions:

- Article XVIII General Provisions F: Career Development
- Schedule “C” I: Training Committee

The Service Improvement Training Fund is for all CUPE members covered under this agreement. It is for specific types of employee training and professional development activities that would enhance the delivery of services to students.

Examples of appropriate activities for which the Service Improvement Training Fund may be used for include, but are not limited to:

- Supporting intercultural awareness
- Fostering inclusivity and promoting community
- Developing indigenous cultural competencies
- Skills based training in intercultural competency, conflict resolution and anti-racism
- Mental health and crisis management
- Accommodations and other training to support accessible learning for persons with disabilities, communications, conflict resolution, etc.

During the calendar year, the College and the Union will meet to discuss training activities and opportunities that are relevant to this purpose.

The funding amounts will be in accordance with the following schedule:

Year 1: April 1, 2019	Year 2: On April 1, 2020	Year 3: On April 1, 2021
\$ 42,400	\$85,800	\$130,100

For years 1 and 2, any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year. For year 3, funds not allocated within the fiscal year will be carried over for one year only.

The April 1, 2021 (Year 3) amount (see above) represents ongoing funding for this initiative.

SIGNED this **1st day of July, 2020** at the City of Vancouver in the Province of British Columbia.

CUPE Local 15:

LANGARA COLLEGE

“Gail Johnson”

“Jane Mason”

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My Steward is: _____

and available at Phone No.: _____

My alternate Steward is: _____

Phone No.: _____

The Collective Agreement

This contract specifies the terms and conditions of your employment and has been mutually agreed upon by the Union and College. Both parties want the provisions to be respected and properly applied. It is in your interest to know the contract as it applies to your working environment.

Grievance Procedure

Problems regarding the application, enforcement, or interpretation of this contract should be dealt with through the procedure outlined in Article IX. If you have a problem, discuss it with your immediate supervisor within 15 working days with your Shop Steward present.

Shop Steward

Your Shop Steward is a liaison between you and your supervisor when dealing with problems that arise on the job. Your Shop Steward should also be aware of what is happening within the Union and the labour movement. If you are aware of a problem or have a question regarding your work or the Union, please contact your Steward.

Negotiations

Contract improvements are negotiated between the Union and the College. Negotiations generally start about 3 months prior to the expiry of the Contract. It is the practice of your Union to have the Bargaining Unit elect a negotiating committee from within the membership of the Bargaining Unit.