

MEMORANDUM OF AGREEMENT

between the

LANGARA COLLEGE

(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 15 (CUPE)

(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF LANGARA COLLEGE, ACTING ON BEHALF OF LANGARA COLLEGE (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE LANGARA COLLEGE BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CUPE LOCAL 15 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2022 AND EXPIRING MARCH 31, 2025 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2019-2022 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for 36 months from April 1, 2022 to March 31, 2025, both dates inclusive.

3. Effective Dates

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Agreement, unless otherwise specified.

4. Schedule "A"

The Employer and the Union agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "A".

5. Schedule "B"

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "B".

6. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

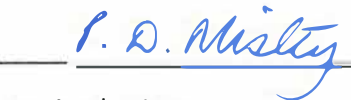
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 9th day of June, 2023.

BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:



Luisa Liberatore, PSEA, Spokesperson



Parizad Mistry



Pablo Vargas

BARGAINING REPRESENTATIVES
FOR THE UNION:



Gail Johnson, CUPE Local 15, Spokesperson



Rose Palozzi



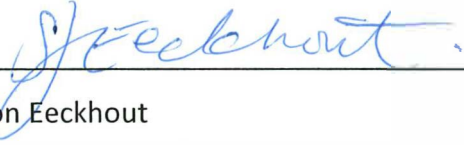
Adrian Livesley



Patricia Baker



Steven Brouse



Shannon Eeckhout



Sophie Bennett

Schedule "A"

1. Wage Increase

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%). **Effective April 01, 2022, all wage rates which were in effect on March 31, 2022 shall be increased by 25 cents per hour. The resulting rates of pay will then be increased by a further 3.24%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.***

(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%). **Effective April 01, 2023, all wage rates which were in effect on March 31, 2023 shall be increased by 6.75%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable. (note: this increase includes the COLA amount of 1.25% in addition to 5.5% general increase).***

(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%). **Effective April 01, 2024, all wage rates in the collective agreement which were in effect on March 31, 2024 shall be increased by 2%. The new rates shall be rounded to the nearest whole cent or dollar as applicable.**

(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 above wage increases may be adjusted pursuant to Letter of Understanding #XX Re: Cost of Living Adjustment.**

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.~~

**** These wage increases shall apply retroactively to all employees internal to the College on the date of ratification of this MOA and any employee who retired on or after April 1, 2022 who apply to the College within 12 weeks of ratification.***

Notwithstanding the foregoing, any employee who is no longer considered internal to the College, but did work for the College between April 1, 2022 and the date of ratification will be



eligible to apply in order to receive the retroactive pay. Such application must be made within 12 weeks of ratification. The CUPE Local 15 will contact these persons to make them aware of the timing and the process.

Upon redrafting of the agreement, the Wage Rates will be updated to reflect the negotiated rates with the exception of Student Aide – it shall reflect the grid below.

New wage scale for Student Aide:

Student Aide	June 1, 2022	July 1, 2022	June 1, 2023	July 1, 2023	July 1, 2024
	\$15.65	\$16.42	\$16.75	\$17.52	\$17.87*
	Min Wage	GWI	Min Wage	GWI on July 1, 2022 rate	GWI (plus COLA as per LOU)

Wage rate for student aides will be as per the scale above or minimum wage, whatever is greater for the term of the agreement.

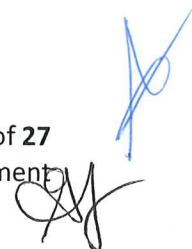
** The July 1, 2024 Student Aide Wage rate increase may be adjusted pursuant to Letter of Understanding #XX Re: Cost of Living Adjustment.*

Upon redrafting of the Collective Agreement, the Wage Rates will include the LEAP Instructor pay grid as follows:

LEAP INSTRUCTOR PAY GRID

STEP	April 1, 2022		April 1, 2023		April 1, 2024*	
	Annual Salary**	Hourly Rate	Annual Salary**	Hourly Rate	Annual Salary**	Hourly Rate
1	\$68,177	\$37.46	\$72,782	\$39.99	\$74,238	\$40.79
2	\$71,544	\$39.31	\$76,367	\$41.96	\$77,896	\$42.80
3	\$75,075	\$41.25	\$80,135	\$44.03	\$81,736	\$44.91
4	\$78,824	\$43.31	\$84,139	\$46.23	\$85,813	\$47.15
5	\$82,755	\$45.47	\$88,343	\$48.54	\$90,108	\$49.51

** The July 1, 2024 LEAP Instructor rate increase may be adjusted pursuant to Letter of Understanding #XX Re: Cost of Living Adjustment*



2. Cost of Living Adjustment

Letter of Understanding #XX Re: **Cost of Living Adjustment**

Definitions

“General Wage Increase” or “GWI” means the overall general wage increase expressed as a percentage.

“Cost of Living Adjustment” or “COLA” means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The “annualized average of BC CPI over twelve months” (AABC CPI) means the *Latest 12-month Average Index % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The “Latest 12-month Average Index”, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average Index % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

COLA

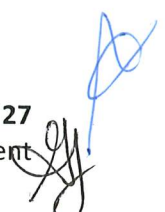
The COLA will be applied as applicable to the GWI effective on April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule – Grids.

April 2023

If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

April 2024

If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.



3. Service Improvement Fund

Amend Appendix XXX Service Improvement Fund as follows:

APPENDIX XXX

LETTER OF UNDERSTANDING #21

SERVICE IMPROVEMENT TRAINING FUND

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

- ~~Article XVIII 18 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 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.

NEW Letter of Understanding: Hard to Recruit Support Staff Positions

It is expected that over the life of the collective agreement, postsecondary education will continue to face recruitment and retention challenges for positions requiring specialized expertise that is in high demand. The parties to this agreement recognize a fresh approach is needed to recruit and to retain incumbents into hard to recruit positions.



The Hard to Recruit Support Staff Positions Fund presents an opportunity to address these recruitment and retention challenges to address immediate shortages in staffing that negatively impact operations and/or services to students.

Not all support staff positions are defined as hard to recruit. Hard to recruit positions are those where:

- There are demonstrated recruitment or retention issues that can be objectively determined using data such as, but not limited to, time to fill, vacancy rates and turnover;
- The issue is wage-related;
- Other options to mitigate recruitment and retention pressures have been considered; and
- Relevant market data from the appropriate market comparators is available.

As of April 1, 2022, the ongoing annual fund is \$130,100.

Those positions identified will be in receipt of an annual stipend, prorated for part time employees, subject to normal statutory deductions and inclusive of benefits.

Within 90 days of ratification, the College will meet with the Union to receive their input on what positions they view as hard to recruit. Final decisions about which job positions are deemed hard to recruit and therefore eligible to receive the stipend will be made by the College, taking into account the Union's input and current and future operational needs. Hard to recruit positions will be reviewed annually by the College and the Union; additional positions may be deemed eligible for the allowance, subject to funding.

4. Flexibility Allocation

A. NEW LOU Re: Employee Wellness Fund

The Employee Wellness Fund (EWF) is a one-time initiative intended to promote the health and wellness of staff that:

- Encourages habits of wellness;
- Increases awareness of factors and resources that contribute to personal well being; and
- Inspires individuals to take responsibility for their own health (physical and/or psychological).

Permanent employees may claim up to \$225 per person (prorated for partial FTE) upon application of and submission of eligible receipts incurred between July 1, 2023 and December 31, 2024. The total amount available for this initiative is \$71,785.

Criteria:

- Eligible expenses are as per an approved list;
- Must have been incurred in the period covered;
- The expense must benefit the employee directly;



- Maximum claim amount is \$225 and can be supported by multiple receipts provided they meet eligibility criteria for qualified expenses. Where receipt(s) amounts exceed \$225 the maximum amount is \$225 for the claim;
- May only be submitted once for the period covered; and
- Reimbursement for expenses cannot have been claimed elsewhere such as under an extended health plan or other plans where such expenses may be claimed.

Process:

- Employees will submit receipts through an application process determined by the Employer.
- In their submission, employees will be asked to confirm that they have not submitted previously for the said period and that the receipted expenses have not been claimed elsewhere.
- All applications will go to People and Culture, who will review and will make the final approval (authorization) for payment.
- All claimed reimbursed amounts up to \$225 will be treated as a taxable benefit in accordance with Canada Revenue Agency (CRA) rules and regulations.

Eligible expenses:

- Personal fitness equipment (excluding clothing and footwear)
- Fitness classes or gym membership
- Admission fees for races and fitness activities
- Fitness trackers and app subscription, such as Fitbit or MyFitnessPal
- Consultation session(s) with a Registered Dietitian or Nutritionist
- Recognized weight loss programs such as WeightWatchers
- Books on health and fitness or that promote/support healthier habits
- Mediation/Mindfulness class or program
- App subscriptions that promote health and wellness such as HealthyMinds, Calm
- Wellness class
- Sports Equipment
- Fitness Instructor / Personal Trainer

Any unspent monies will be carried over for one year only into the Hard to Recruit LOU. This Letter of Understanding expires on March 31, 2025.

B. NEW LOU Re: Labour Market Adjustment for Select IT Positions

In recognition of the recruitment and retention issues for some IT positions, the Employer and the Union, (the "Parties") agree to a Labour Market Adjustment Stipend (LMAS) as follows:

1. Effective date of ratification, a LMAS will be applied only to the following jobs as follows:

IT Position	Current IT Pay Grid	Annual LMAS	Bi-weekly LMAS
Developer	F	\$7,500	\$288.46
Lead Business Analyst	I	\$7,500	\$288.46
Lead End-user Computing	I	\$7,500	\$288.46
Lead Infrastructure	I	\$7,500	\$288.46
Lead, Quality Assurance	I	\$7,500	\$288.46
Quality Assurance Analyst	G	\$7,500	\$288.46
Senior Database Administrator	I	\$7500	\$288.46
Senior Developer	H	\$7,500	\$288.46
Senior Systems Administrator	H	\$7,500	\$288.46
Senior Workday Application Developer	I	\$7,500	\$288.46

2. For the purposes of this LOU, annual refers to the fiscal year commencing April 1 and ending March 31. For the 2023-2024 fiscal year, the annual stipend will be prorated based on date of ratification.
3. The above noted jobs named in this LOA will continue to adhere to the Parties' College collective agreement – Schedule "B" – IT Schedule of Wage Rates, with the addition of a LMAS to be applied to the applicable salary as per the above. The LMAS will not be subject to negotiated general wage increases. The stipend is based on an incumbent occupying the identified jobs at 100% FTE. In the event it is less than 100% FTE, the stipend will be prorated accordingly.
4. The LMAS as per point 1 will apply to current incumbents of the job and will also apply to future incumbents who are hired post ratification.
5. These stipends result from a LMAS for the jobs identified in point 1 above only and do not apply to any other job that fall under the IT Pay Grid or any other job under Schedule B of the Parties' Collective Agreement and is outside the job evaluation process.
6. The LMAS for these positions will be reflected on all internal and external postings.
7. This Letter of Understanding is on a without precedent and prejudice basis to any other postsecondary institution in British Columbia and will not be referred to or relied upon in any legal proceeding or bargaining matter by these institutions.
8. This agreement shall be binding and remain in effect for the duration of the Parties' 2022/2025 collective agreement. The LOU may be renewed, modified, or deleted during the next round of bargaining.

5. Housekeeping changes to the letters of understanding and associated appendices:

Upon the redrafting of the collective Agreement, the following will be struck from LOUs : the signing of the UN and ER.

For example:

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”~~

In addition, to number the LOUs, stop applying roman numbering, and remove the word “APPENDIX”.

For example,

~~APPENDIX VII~~

~~LETTER OF UNDERSTANDING #7~~

~~PRE-RETIREMENT – REDUCED WORK WEEK~~

6. Term of the agreement

Amend Article I and Appendix V as follows:

† 1 Term of Agreement

This Agreement shall be for a term of **36 months from April 1, 2019 2022**, to **March 31, 2022 2025**, 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.

7. Outstanding LOUs:

Renew the following appendices and renumber Letters of Understanding upon the redrafting of the Collective Agreement:

- APPENDIX III LETTER OF UNDERSTANDING PERMANENT TERM POSITIONS
- APPENDIX XXIII LETTER OF UNDERSTANDING STUDENT AIDE AND SWAP WORK SPECIFICATION



Delete the following and update the remaining LOUs upon redrafting of the Collective Agreement:

- APPENDIX XXVIII LETTER OF UNDERSTANDING LEAP INSTRUCTORS TRANSFER INTO BARGAINING UNIT

8. Article 3 Definitions and Coverage for Employee Benefits

III 3 DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

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 **ten (10) business days** ~~a reasonable time~~. **In the absence of a response, within ten (10) business days, the College may proceed with position creation.** Approvals shall not be unreasonably withheld. **The College will endeavour to create permanent full time positions where possible. The College will provide CUPE with information when requested on permanent full time and part time positions created at the College.** A permanent employee is entitled to all employee benefits provided by the Agreement.

9. Job Evaluation

Amend Article X.C and D as follows:

✕ 10 JOB EVALUATION

...

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.
- 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~~ **Director, 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~~ **Chris Sullivan** 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.
 - 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 ~~10.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~~ **Director, 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 ~~10.D.1.~~, to ~~John Kinzie~~ **Chris Sullivan** 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.

10. Employee Benefits

Article 14 Employee Benefits

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.
- 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. **Effective January 1, 2024, coverage for orthotics will increase to a maximum of four hundred dollars (\$400) 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.

Effective January 1, 2024, the reimbursement level will increase to 70%.

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

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.

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In addition to the above benefit changes, not to be included in the collective agreement, effective January 1, 2024 and subject to the insured plans:

- ***Combined mental health practitioners to include social worker, registered counselor and psychologist to \$1,500 per year***
- ***CS LEAP instructors to have the same Health and Welfare benefit coverage as other CUPE employees covered under this agreement, this includes STD and LTD.***
- ***Prescription plan to include Fertility Drugs to a lifetime maximum of \$2,500.***

11. Gratuity Plan

XIV 14 EMPLOYEE BENEFITS

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 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.

Effective January 1, 2024, gratuity credits are based on the calendar year. 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 0.50 days for each of the periods worked. Gratuity credits are cumulative to a maximum of one hundred twenty (120) days.

Remainder of language under 14.O unchanged.

12. Absence from Duty

Amend Article XV as follows:

~~XV~~ **15** Absence From Duty

A Sickness and Injury

1. Non Occupational Sickness and Injury

h. Where the College ~~requires~~ **requests** a medical note under f. and g. above, cost of such certificate will be reimbursed by the College.

...

M. Gender Affirmation Leave

- a) An employee who requires a leave of absence in order to access gender affirmation care may request such leave pursuant to Articles 14. (Gratuity Plan), 15.G (Personal Reasons) or 15.A (Sickness and Injury). The College shall endeavour to protect the privacy and confidentiality of employees accessing this leave.
- b) Vacation, sick leave, service and seniority shall continue to accrue as per Articles 14. (Gratuity Plan), 15.G (Personal Reasons) or 15.A (Sickness and Injury).

N. Cultural Leave for Indigenous Employees

- a) An Indigenous employee may request up to two days' leave with pay per calendar year to organize and/or attend Indigenous cultural event(s). Such leave will not be unreasonably withheld and is subject to operational requirements.
- b) Employees will provide the College with the dates of the days for which leave will be requested.

O. Other Leaves

Employees may be entitled to other leaves as per the *Employment Standards Act* and subject to the legislation when accessing.

13. Supplemental Employment Benefit (SEB)

Article 15 Absence from Duty

F: Maternity and Parental leave

18. Supplemental Employment Benefit (SEB)

~~When on~~ During a period of maternity or parental leave ~~an a~~ permanent employee will receive eligible for maternity employment insurance benefits shall be entitled to supplemental employment benefits (SEB) **added to their Employment Insurance benefits** as follows:

- 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.~~

- (a) For the first week of leave an employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Maternity Employment Insurance benefits and eighty-five percent (85%) of their salary calculated on their average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological, adoptive or legally recognized parent shall receive an amount equal to the difference between the Standard



Parental Employment Insurance Benefits and seventy-five percent (75%) of the employee's salary calculated on their average base salary.

(d) If the biological, adoptive or legally recognized parent elects the Extended Parental EI Benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under Article 15.F.(c) when the employee opts for thirty-five (35) week EI benefit, spread out and paid over the 61-week period. Payroll will make this calculation.

(f) The average base salary for the purpose of Article 15.F.18 (a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty six (26) weeks for the purpose of calculating the average base salary.

An employee is not entitled to receive Supplemental Employment Benefits and sick leave / **disability** 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 (**SEB**), 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.~~

Repayment of the Supplemental Employment Benefit (SEB)

(a) To be entitled to SEB as noted above, an employee must sign an agreement that they will return to work (provided there is reasonable expectation of work) and remain in the Employer's employ for a period of the duration of the leaves taken, or six (6) months, whichever is less, exclusive of leave taken pursuant to Article 15.F.4 and 6, after their return to work. Should the employee fail to return to work for a period of the duration of the leaves taken or six (6) months, whichever is less, the employee shall reimburse the Employer for the SEB on a pro rata basis. Should a repayment be required, any monies owing will be deducted from the employee's pay, if available, otherwise the employee will be invoiced.

(b) The above (a) does not apply to an employee while they are on a leave under Article 15.F.4 and 6. However, the above (a) will apply once the leave under Article 15.F.4 and 6 has ended.



14. Hybrid Work Location Program

New Letter of Understanding regarding Hybrid Work Location Program

The Hybrid Work Location Program at Langara College was initiated as a 1 year pilot in September 2021 and confirmed as a voluntary employee program in December 2022.

Langara College consulted with CUPE upon the initiation and implementation of this program and is committed to continuing to consult with CUPE should changes to the Program occur in the future, including cancellation. The College maintains its right to manage the program.

Hybrid work can enhance employee experience and support college operations by promoting an effective work/life balance, increasing space utilization, reducing the impact to the environment, and increasing employee recruitment and retention.

Under the guidelines, all employees, except student workers and instructional employees, are able to apply for this program.

15. Schedule D

Amend SCHEDULE "D" as follows:

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 to LEAP Instructors:

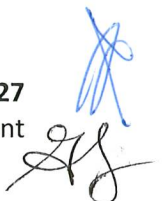
- A. The provisions set out in the Collective Bargaining Agreement between Langara College and CUPE Local 15 and its renewal, shall apply, except for the following Articles:
- Article ~~##~~ 3.9 – Retirement for Pension Purposes
 - Article ~~X~~ 10 - Job Evaluation
 - Article ~~XI~~ 11.B - Days of Work
 - Article ~~XI~~ 11.D – Shift Work



- Article ~~XI~~ 11.E – Preference for Additional Hours (~~old Schedule C-1~~)
- Article ~~XI~~ 11.F and 11.G – Overtime and Overtime Meal Periods and Allowances
- Article ~~XI~~ 11.H -- Minimum Daily Pay
- Article ~~XIV~~ 14.A.1 – Annual Vacation
- Article ~~XIV~~ 14.B – Vacation in Year of Retirement
- Article ~~XIV~~ 14.C.5 – General Holidays, Stat Pay-in-Lieu for Time-sheeted Employees
- Article ~~XIV~~ 14.F – Pension (Superannuation)
- Article ~~XIV~~ 14.G – Deferred Savings
- Article XIV 14.H – Health Insurance, Extended Health and Dental
- ~~Article XIV 14.M, N, P, and R – Short Term Salary Indemnity, Long Term Salary Indemnity, Voluntary Life Group of Coverage~~
- Article ~~XIV~~ 14.O – Gratuity Plan
- Article ~~XVII~~ 17 – Layoff and Recall
- ~~Appendix I~~ Letter of Understanding #1 Compressed Work Week
- ~~Appendix III~~ Letter of Understanding #3 Permanent Term Positions
- ~~Appendix XVIII~~ Letter of Understanding #14 Standby, Remote Call-Out and Call Back

Effective January 1, 2024 Article 14.H Health insurance, Extended Health and Dental will no longer be excluded.

- 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~~ 18.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)~~ **ten (10)** working days **after receiving layoff notice.** ~~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.~~ **B. 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.~~ **LEAP 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*

16. Bereavement Leave

Article 15

D Bereavement

4. 1. Emergency leave in the case of the death of **or when it is for the purposes of attending to the affairs connected with the funeral of** an employee's **partner** ~~wife, husband,~~ ~~common-law spouse,~~ child (including foster child), ward, **sibling** ~~brother, sister,~~ parent, **parent in law, grandparent, grandchild,** 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.

For Indigenous employees this includes an Indigenous Elder or any individual an Indigenous employee considers family consistent with their Indigenous cultural practices. An Indigenous Elder is designated as such by their community. This addition is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at Langara College within six months of ratification.

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.~~ — **2.**

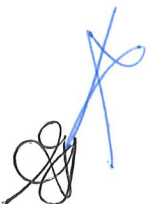
a. Request for leave under clauses ~~XV-15~~ **15** D.1 herein shall be submitted to the department head or delegate who will confirm and approve the appropriate number of days required in each case.

b. An employee who qualified for emergency leave without loss of pay under clause ~~XV 15~~ **15** 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.~~ **3.** With the approval of the department head or delegate, leave of up to ~~one half (1/2)~~ **one** day, without loss of pay, is allowed in order to attend a funeral ~~or service as a pallbearer or a mourner,~~ **or service** 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.



Schedule "B"

The following attachments are tentative agreements between the Employer and the Union that occurred during the course of negotiations. The parties agree that the following attached tentative agreements form part of this schedule and Memorandum of Agreement.

Description	Date Signed
General Housekeeping	March 2, 2023
Housekeeping re "President of the College or delegate"	June 5, 2023
Signatory page	March 2, 2023
Convert roman numbering	March 2, 2023
Art. VIII (8) D. Human Rights	March 2, 2023
Art. VIII (8) G. Disciplinary Meetings	June 5, 2023
Art. VIII (8) H. Video Display Terminal Operators' Protection	June 5, 2023
Art. IX (9) Grievance Procedures	May 15, 2023
Art. X (10) Job Evaluation B	March 2, 2023
Art. XI (11) H. Minimum Daily Pay	May 15, 2023
Art. XI (11) I.13 Promotion and Transfer	March 2, 2023
Art. XI (11) K. Temporary Re-Appointment Rights	March 2, 2023
Art. XI (11) L. Uniforms, Gloves, Aprons and Boots	April 28, 2023
Art. XIV (14) A. Annual Vacation	March 2, 2023
Art. XIV (14) Annual Vacation Entitlement Table	May 15, 2023
Art. XIV (14) C. General Holidays	May 15, 2023
Art. XIV (14) E. Sick Leave	May 16, 2023
Art. XIV (14) T. Continuation of benefits	March 2, 2023
Art. XV (15) B. Compulsory Quarantine	March 2, 2023
Art. XV (15) C. Leave for Family illness	May 15, 2023
Art. XV (15) J. Election Campaigning Leave	April 28, 2023
Art. XV (15) L. Leave for Domestic Violence	March 2, 2023
Art XVII (17) A. Layoff & B. Trial/Familiarization Period	June 5, 2023
Art. XVII (17) D. Recall	April 28, 2023
Art. XVIII (18) K. Information	April 26, 2023
Art. XVIII (18) K. Information – further amended	June 5, 2023
<ul style="list-style-type: none"> • Appendix I (LOU #1) • Appendix II (LOU #2) • Appendix IV (LOU #4) • Appendix VI (LOU #6) • Appendix VII (LOU #7) • Appendix VIII (LOU #8) • Appendix IX (LOU #9) • Appendix X (LOU #10) • Appendix XI (LOU #11) 	March 2, 2023



<ul style="list-style-type: none"> • Appendix XV (LOU #12) • Appendix XVII (LOU #13) • Appendix XVIII (LOU #14) • Appendix XXII (LOU #15) • Appendix XXIV (LOU #16) • Appendix XXV (LOU #17) Appendix XXVI (LOU #18)	
<ul style="list-style-type: none"> • Appendix XII • Appendix XIV • Art. 18 G & O 	June 5, 2023
<ul style="list-style-type: none"> • Appendix V (LOU # TBD) 	April 26, 2023
Appendix XVI	June 5, 2023
Appendix XXVII (LOU #19)	March 2, 2023
Appendix XX (LOU #TBD)	March 2, 2023
Appendix XXI (LOU TBD)	June 5, 2023
Appendix XXIX (LOU #20)	May 17, 2023
LOU Co-op Student Work	May 15, 2023
<ul style="list-style-type: none"> • Appendix XIII (LOU TBD) • Appendix XIX (LOU TBD) 	June 6, 2023



Housekeeping, ER #1

Upon the redrafting of the collective agreement, replace College Director, Labour Relations and Human Rights with Director Human Resources.

For example:

IX GRIEVANCE PROCEDURES

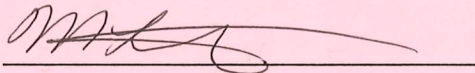
E Where either the Union or the College disputes the general application, interpretation or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Director, **Human Resources** ~~Labour Relations and Human Rights~~ (or delegate) or the Union Staff Representative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

*The affected articles are as follows:
VIII 7, IX E, and Appendix IV.*

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

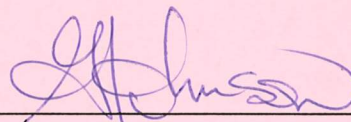
Signed in Vancouver, BC this 2nd day of March 2023.

On behalf of Langara College,



Luisa Liberatore
Lead Spokesperson

On behalf of CUPE Local 15,



Gail Johnson
Lead Spokesperson

LANGARA CUPE ER#12 - housekeeping

Replace "President of the College or delegate" with "appropriate administrator". Amendments as follows:

Article 11.F.4

All overtime worked must be authorized by the ~~President of the College or delegate~~ **appropriate administrator**.

Article 15.G

....

Applications for leave should be made in writing to the department head and must be approved by the ~~President of the College or delegate~~ **appropriate administrator**. 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.

...

Article 15.I

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

....

Article 18.E.1

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.~~

...

Article 18.F

The College supports the development of employees in their careers.

With the prior approval of the ~~President of the College or delegate~~ **appropriate administrator**, 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.

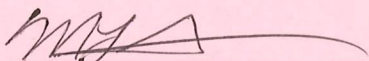
Appendix 4 re Variable Work schedule, point 1

1. The variable work schedule shall be scheduled in advance and approved by the appropriate administrator ~~or College President or delegate~~.

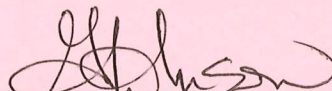
Signed in Vancouver, BC this 5th day of June 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

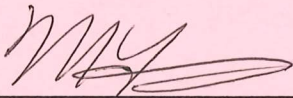
Housekeeping, ER #21

Update signatory page upon redrafting of the agreement.

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

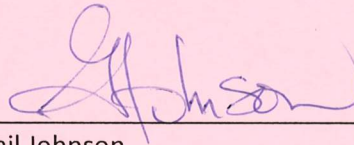
Signed in Vancouver, BC this 2nd day of March 2023.

On behalf of Langara College,



Luisa Liberatore
Lead Spokesperson

On behalf of CUPE Local 15,



Gail Johnson
Lead Spokesperson

Housekeeping, ER #2

Upon the redrafting of the collective agreement, convert the roman numbering for the articles to numbers. For example:

- # 1 TERM OF AGREEMENT
- # 2 SCHEDULES TO GOVERN

In addition, references will be updated in the agreement language accordingly. For example:

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~~ 14.A, ~~XIV~~ 14.C and ~~XIV~~ 14.D respectively and sick leave (see Article ~~XIV~~ 14.E.1), jury duty and court appearance leave (see Article ~~XV~~ 15 G), bereavement leave (see Article ~~XV~~ 15.D) and pregnancy and parental leave (see Article ~~XV-15~~, Section .F).

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

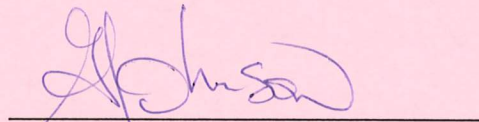
Signed in Vancouver, BC this 2nd day of March 2023.

On behalf of Langara College,



Luisa Liberatore
Lead Spokesperson

On behalf of CUPE Local 15,



Gail Johnson
Lead Spokesperson

Housekeeping, UN #2

Amend Article VIII.D as follows:

VIII 8 – EMPLOYEE RIGHTS

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.

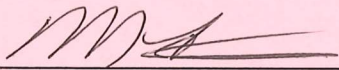
For the purposes of the foregoing the **Indigenous identity**, race, religion, colour, age, marital or family status, ancestry, place of origin, physical or mental disability, political belief or union membership or activity, sex, sexual orientation, or gender identity or expression of any person or 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.

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

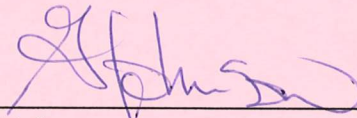
Signed in Vancouver, BC this 2nd day of March 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

LANG CUPE ER#28

Amend Article VIII.G as follows:

VIII 8 EMPLOYEE RIGHTS

G Disciplinary Meetings

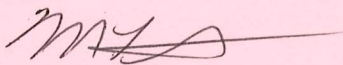
Whenever a Langara College Manager meets with an employee who is a member of this CUPE Local 15 bargaining unit for the purpose of reprimanding or disciplining the employee, the employee has the right to have a witness or a Shop Steward of the Union present. ~~Where a meeting, without notice, becomes 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.

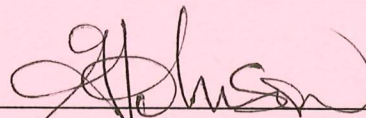
Signed in Vancouver, BC this 5th day of June 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

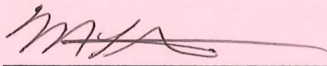
LANG CUPE ER#29

Delete Article VIII. H Video Display Terminal Operators' Protection and renumber upon the redrafting of the agreement.

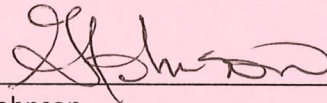
Signed in Vancouver, BC this 5th day of June 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

LANGARA CUPE ER #30

Amend Article IX as follows:

~~IX~~ **9 GRIEVANCE PROCEDURES**

A Grievance Procedure

...

Step 4 Binding Arbitration

Single Arbitrator

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
Corinn Bell	Mark Brown	Ken Saunders	Mike Fleming
Arnie Peltz	Jacque de Aguayo		

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.

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, **Human Resources Labour Relations and Human Rights** (or delegate) or the Union Staff Representative as the case may be.

Signed in Vancouver, BC this 15th day of May 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

Housekeeping, ER #3

Amend Article X.B as follows:

× 10 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

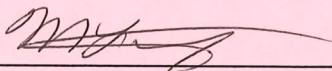
~~For the term of this collective Agreement, the job evaluation review process shall be governed by the Letter of Understanding referenced in Appendix XXI and subject to the criteria contained within this Article. In the event the parties do not amend or renew the LOU, the provisions of the collective 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 ×10.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 × 10.B.3.

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

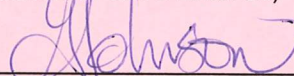
Signed in Vancouver, BC this 2nd day of March 2023.

On behalf of Langara College,



Luisa Liberatore
Lead Spokesperson

On behalf of CUPE Local 15,



Gail Johnson
Lead Spokesperson

LANGARA CUPE ER #33

Amend Article XI.H as follows:

XI-11 WORKING CONDITIONS

H Minimum Daily Pay

Minimum daily pay applies to casual employees only. Employees who work in multiple positions with other employee groups will not receive a minimum of 4 hours for their CUPE position if they are scheduled and work on the same day in the other employee group.

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 **employee** 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.

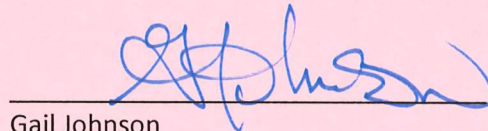
Signed in Vancouver, BC this 15th day of May 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

Housekeeping, ER #5

Amend Article XI.1.13 as follows:

XI 11 WORKING CONDITIONS

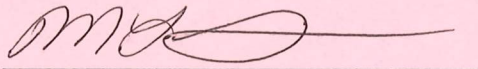
I Promotion or Transfer .

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~~ **11.1.2.**

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

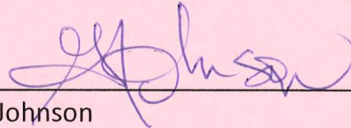
Signed in Vancouver, BC this 2nd day of March 2023.

On behalf of Langara College,



Luisa Liberatore
Lead Spokesperson

On behalf of CUPE Local 15,



Gail Johnson
Lead Spokesperson

Housekeeping, ER #6

Amend Article XI.K as follows:

~~XI~~ 11 WORKING CONDITIONS

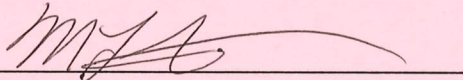
K Temporary Re-Appointment Rights

Temporary employees who have been appointed in accordance with Article ~~XI~~ **11.I** 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 Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

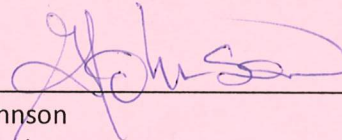
Signed in Vancouver, BC this 2nd day of March 2023.

On behalf of Langara College,



Luisa Liberatore
Lead Spokesperson

On behalf of CUPE Local 15,



Gail Johnson
Lead Spokesperson

LANGARA CUPE ER Counter to UN #3

Article 11 Working Conditions

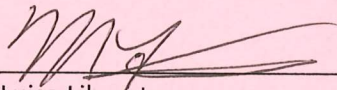
L Uniforms, Gloves, Aprons and Boots

All safety equipment as required and determined by the employer such as 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.

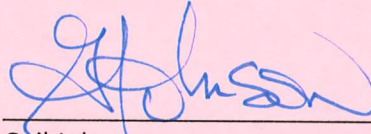
Signed in Vancouver, BC this 28th day of April 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

Housekeeping, ER #7

Amend Article XIV.A as follows:

~~XIV~~ **14** 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~~ **18.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.

....


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 ~~maternity 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~~ **4** of this collective agreement is entitled to vacation leave as provided in this article.

....

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

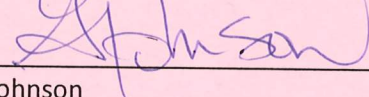
Signed in Vancouver, BC this 2nd day of March 2023.

On behalf of Langara College,



Luisa Liberatore
Lead Spokesperson

On behalf of CUPE Local 15,



Gail Johnson
Lead Spokesperson

LANGARA CUPE ER #37

Delete the Table Showing Annual Vacation Entitlement In Working Days in Article XIV EMPLOYEE BENEFITS and replace with the following:

**Table showing Annual Vacation Entitlement
In Working Days**

For the years 2023 to 2033, based on year of hire

Start Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
2025	0	0	12*	17	17	17	17	17	22	22	22
2024	0	12*	17	17	17	17	17	22	22	22	22
2023	12*	17	17	17	17	17	22	22	22	22	22
2022	17	17	17	17	17	22	22	22	22	22	27
2021	17	17	17	17	22	22	22	22	22	27	27
2020	17	17	17	22	22	22	22	22	27	27	27
2019	17	17	22	22	22	22	22	27	27	27	27
2018	17	22	22	22	22	22	27	27	27	27	30
2017	22	22	22	22	22	27	27	27	27	30	30
2016	22	22	22	22	27	27	27	27	30	30	30
2015	22	22	22	27	27	27	27	30	30	30	30
2014	22	22	27	27	27	27	30	30	30	30	30
2013	22	27	27	27	27	30	30	30	30	30	32
2012	27	27	27	27	30	30	30	30	30	32	32
2011	27	27	27	30	30	30	30	30	32	32	32
2010	27	27	30	30	30	30	30	32	32	32	32
2009	27	30	30	30	30	30	32	32	32	32	32
2008	30	30	30	30	30	32	32	32	32	32	32 + 5
2007	30	30	30	30	32	32	32	32	32	32 + 5	32
2006	30	30	30	32	32	32	32	32	32 + 5	32	32
2005	30	30	32	32	32	32	32	32 + 5	32	32	32
2004	30	32	32	32	32	32	32 + 5	32	32	32	32
2003	32	32	32	32	32	32 + 5	32	32	32	32	32
2002	32	32	32	32	32 + 5	32	32	32	32	32	32
2001	32	32	32	32 + 5	32	32	32	32	32	32	32
2000	32	32	32 + 5	32	32	32	32	32	32	32	32
1999	32	32 + 5	32	32	32	32	32	32	32	32	32
1998	32 + 5	32	32	32	32	32	32	32	32	32	32
pre 1998	32	32	32	32	32	32	32	32	32	32	32

*= 12 days, or prorate to the month an employee starts working.

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)

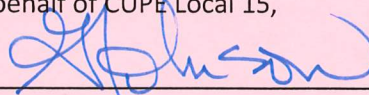
Signed in Vancouver, BC this 15th day of May 2023.

On behalf of Langara College,



Luisa Liberatore
Lead Spokesperson

On behalf of CUPE Local 15,



Gail Johnson
Lead Spokesperson

LANGARA CUPE UN #19

Article 14 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 | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| B.C. Day | |

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

....

6. When an employee requests time off to observe a religious holiday, **or other cultural observance** 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.

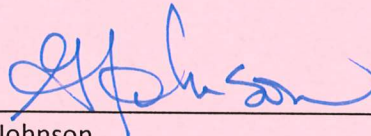
Signed in Vancouver, BC this 15th day of May 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

Article 14 Employee benefits

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.

Notwithstanding the above, all temporary employees who have completed ninety (90) consecutive days of employment shall be entitled to a minimum of up to five (5) days of paid illness and injury leave in each calendar year.

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.

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.

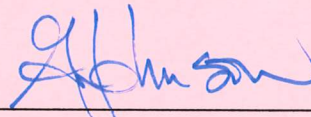
Signed in Vancouver, BC this 16th day of May 2023.

On behalf of Langara College,



Luisa Liberatore
Lead Spokesperson

On behalf of CUPE Local 15,



Gail Johnson
Lead Spokesperson

Housekeeping, ER #8

Amend Article XIV.T as follows:

XIV-14 EMPLOYEE BENEFITS

T Continuation of Insurance Benefits

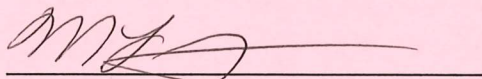
1. Upon approval of leave of absence without pay, an employee may immediately exercise an option for continuation of ~~medical~~ **extended health**, dental, life insurance and pension benefits as allowable by payment of the necessary monthly premiums, both employee and employer shares.
2. Where an on-leave 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 14.M~~ **14.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.

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

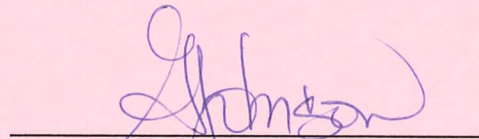
Signed in Vancouver, BC this 2nd day of March 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

Housekeeping, ER #9

Amend Article XV.B as follows:

~~XV~~ 15 ABSENCE FROM DUTY

B Compulsory Quarantine

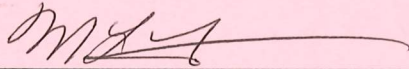
Salary for time lost due to compulsory quarantine shall be paid to permanent employees when certified by the **Provincial Health Officer** ~~School Medical Officer~~ and is not chargeable against sick leave.

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

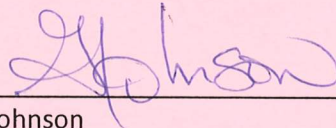
Signed in Vancouver, BC this 2nd day of March 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

LANGARA CUPE UN #26

Article 15 Absence from Duty

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), **spouse, or any other person** 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.

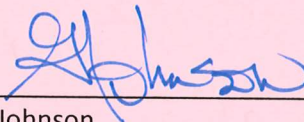
Signed in Vancouver, BC this 15th day of May 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

LANGARA CUPE ER Counter to UN #30

Article 15 Absence from Duty

J Election Campaigning Leave

1. Where an employee is a candidate in a Federal, or Provincial, ~~election or an election for a Municipal, Council~~ **First Nation or other Indigenous election**, 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.

2. **As per the governing legislation, employees will be provided leave to vote if requested.**

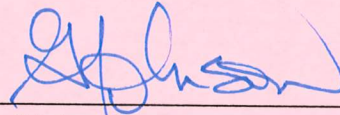
Signed in Vancouver, BC this 28th day of April 2023.

On behalf of Langara College,



Luisa Liberatore
Lead Spokesperson

On behalf of CUPE Local 15,



Gail Johnson
Lead Spokesperson

Housekeeping, ER #10

Amend Article XV.L as follows:

XV 15 ABSENCE FROM DUTY

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 5 days of paid leave; and**
- (b) Up to ~~10~~ 5 days of unpaid leave; ~~to be taken in units of one or more days or in one continuous period;~~ and**
- (c) ~~In addition to the period of time referred to above,~~ up to 15 weeks of **additional** unpaid leave.**
- (d) It is understood that a leave taken by the employee pursuant to (a) or (b) above may be taken intermittently or in one continuous period and leave taken pursuant to (c) may be taken in one continuous period or intermittently upon approval by the College.**

In the event the legislation changes regarding domestic violence leave that applies to the employer and provides a greater amount of paid or unpaid leave than identified in (a) through (d) above, the legislation will supercede.

~~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.~~

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

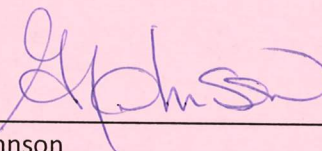
Signed in Vancouver, BC this 2nd day of March 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

LANGARA CUPE ER#43

Amend Article XVII as follows:

~~XVII~~ **17 LAYOFF AND RECALL**

(See ~~Appendix VIII~~ **Letter of Understanding #8**)

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 **of the same or lower paygrade of the employee and** 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)~~ **ten (10)** working days ~~prior~~ after receiving layoff notice, **or after receiving a list of alternate positions, whichever occurs later.** ~~to the expiration of their the notice period.~~

- 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 **of the same or lower paygrade of the employee and** 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.

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 **of the same or lower paygrade of the employee and** 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.

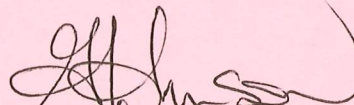
Signed in Vancouver, BC this 5th day of June 2023.

On behalf of Langara College,



Luisa Liberatore
Lead Spokesperson

On behalf of CUPE Local 15,



Gail Johnson
Lead Spokesperson

LANGARA CUPE ER Counter to UN #7

Article 17 Layoff and Recall

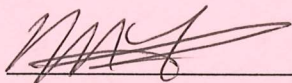
D Recall

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~~ **email** to the employee. **The College will endeavour to call the employee within twenty-four (24) hours if no response to the email. Employees who accept the recall** ~~who~~ must report to work within seven (7) working days of receipt thereof. **Employees who do not accept the recall** ~~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.

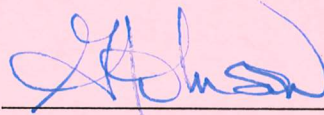
Signed in Vancouver, BC this 28th day of April 2023.

On behalf of Langara College,



Luisa Liberatore
Lead Spokesperson

On behalf of CUPE Local 15,



Gail Johnson,
Lead Spokesperson

UN #8

The Parties agree to following amendment to Article 18.K Information as follows:

~~XVIII~~ **18** General Provisions

K Information

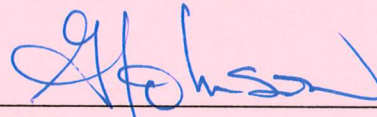
The College will continue to make every reasonable effort to provide the Union with information on request.

On a monthly basis, the employer will provide to the union a list showing the names and positions of all newly hired employees.

Signed in Vancouver, BC this 26th day of April 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson

Gail Johnson
Lead Spokesperson

Revised 5/23

LANGARA CUPE UN #8 [amended]

The Parties agree to following amendment to Article 18.K Information as follows:

~~XVIII~~-18 General Provisions

K Information

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

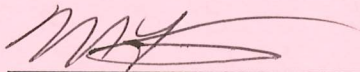
On a monthly basis, the employer will provide to the union a list showing the names and positions of all newly hired employees.

The list shall also include those employees who are CUPE members presently working outside of the CUPE bargaining unit.

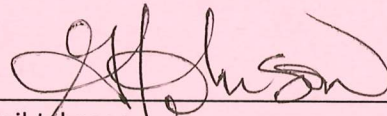
Signed in Vancouver, BC this 5th day of June 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

The Parties agree to renew the following Letters of Understandings (LOUs) as follows:

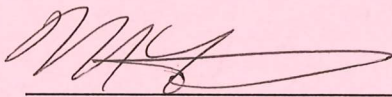
- ~~APPENDIX I~~ LETTER OF UNDERSTANDING #1 COMPRESSED WORK WEEK SCHEDULE (NINE-DAY FORTNIGHT SYSTEM)
- ~~APPENDIX II~~ LETTER OF UNDERSTANDING #2 EXPERIMENTAL WORK SCHEDULES
- ~~APPENDIX IV~~ LETTER OF UNDERSTANDING #4 VARIABLE WORK SCHEDULE
- ~~APPENDIX VI~~ LETTER OF UNDERSTANDING #6 RECOVERY OF CLAIMED "OVERPAYMENTS"
- ~~APPENDIX VII~~ LETTER OF UNDERSTANDING #7 PRE-RETIREMENT – REDUCED WORK WEEK
- ~~APPENDIX VIII~~ LETTER OF UNDERSTANDING #8 BENEFITS CONTINUATION
- ~~APPENDIX IX~~ LETTER OF UNDERSTANDING #9 RATIFICATION MEETING
- ~~APPENDIX X~~ LETTER OF UNDERSTANDING #10 PROMOTION AND TRANSFER
- ~~APPENDIX XI~~ LETTER OF UNDERSTANDING #11 ~~LETTER REGARDING~~ POSTING OF A PERMANENT VACANCY UPON CONFIRMATION OF A LONG TERM DISABILITY
- ~~APPENDIX XV~~ LETTER OF UNDERSTANDING #12 HOURS WORKED IN EXCESS OF THIRTY-FIVE (35) HOURS PER WEEK
- ~~APPENDIX XVII~~ LETTER OF UNDERSTANDING #13 ~~BETWEEN: CUPE LOCAL 15 VMECW AND: LANGARA COLLEGE~~ RE: ACCESS TO EMPLOYEE PERMIT PARKING
- ~~APPENDIX XVIII~~ LETTER OF UNDERSTANDING #14 STAND-BY, REMOTE CALL-OUT AND CALL-BACK
- ~~APPENDIX XXII~~ LETTER OF UNDERSTANDING #15 EXPEDITED ARBITRATION
- ~~APPENDIX XXIV~~ LETTER OF UNDERSTANDING #16 SPACE ALLOCATION AND PLANNING
- ~~APPENDIX XXV~~ LETTER OF UNDERSTANDING #17 ECE WAGE ENHANCEMENT
- ~~APPENDIX XXVI~~ LETTER OF UNDERSTANDING #18 NOTICE OF SHIFT CANCELLATION FOR TEMPORARY INTERPRETERS AND TRANSCRIBER

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

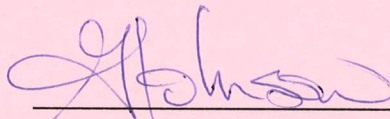
Signed in Vancouver, BC this 2nd day of March 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

LANGARA CUPE ER#20

Delete the following appendices and renumber Letters of Understanding upon the redrafting of the Collective Agreement:

- APPENDIX XII LETTER OF UNDERSTANDING BARGAINING UNIT WORK
- APPENDIX XIV LETTER OF UNDERSTANDING CONTRACTING OUT

And amend Article 18 General Provisions as follows:

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

The College agrees not to contract out any work presently performed (as of April 12, 2006) by permanent employees covered by this agreement, which would result in the layoff of such employees.

~~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.~~

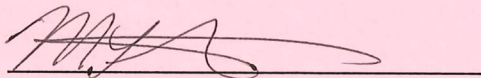
...

O. Bargaining Unit Work

The College agrees not to assign any work presently performed (as of April 12, 2006) by a permanent employee to another bargaining unit in the College which results in the layoff of a permanent employee.

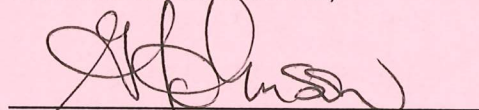
Signed in Vancouver, BC this 5th day of June 2023.

On behalf of Langara College,



Luisa Liberatore
Lead Spokesperson

On behalf of CUPE Local 15,



Gail Johnson
Lead Spokesperson

UN #9

The Parties agree to following amendment to LOU re Early Retirement Incentive Agreement as follows:

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 **the term of this collective agreement** ~~a period of thirty six (36 months) 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:

Full Years to Retirement	Pay Out
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.

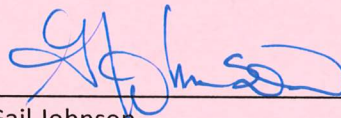
Signed in Vancouver, BC this 26th day of April 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

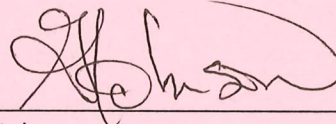
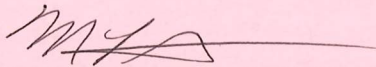
LANG CUPE ER#20/UN#34

The parties agree to delete Appendix XVI Letter of understanding Escalating Costs of Benefit.

Signed in Vancouver, BC this 5th day of June 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson

Gail Johnson
Lead Spokesperson

The Parties agree to delete the following appendix and renumber Letters of Understanding upon the redrafting of the Collective Agreement:

- ~~APPENDIX XXVIII LETTER OF UNDERSTANDING LEAP INSTRUCTORS TRANSFER INTO BARGAINING UNIT~~ *AB*
- APPENDIX XXVII LETTER OF UNDERSTANDING #19 ERP STAFFING AND EXPRESSION OF INTEREST

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

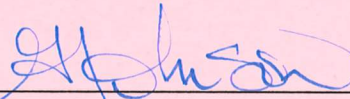
Signed in Vancouver, BC this 2nd day of March 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

Housekeeping, ER #18

Renew Appendix XX and update to reflect practise:

APPENDIX XX

LETTER OF UNDERSTANDING #?

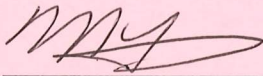
JOINT STANDING COMMITTEE

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

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

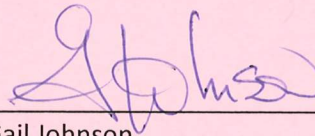
Signed in Vancouver, BC this 2nd day of March 2023.

On behalf of Langara College,



Luisa Liberatore
Lead Spokesperson

On behalf of CUPE Local 15,



Gail Johnson
Lead Spokesperson

LANGARA CUPE ER#48

The parties agree to renew and amend Appendix XXI Letter of Understanding Respectful Working Environment as follows;

APPENDIX XXI

LETTER OF UNDERSTANDING #TBD

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.

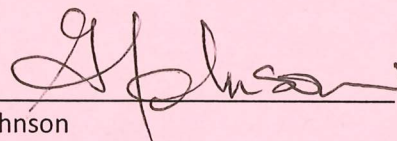
Signed in Vancouver, BC this 5th day of June 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

LANGARA CUPE ER#49/UN#35

The parties agree to renew as follows:

APPENDIX XXIX LETTER OF UNDERSTANDING #20

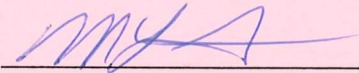
re CS LEAP FTE CHANGES, WORKLOAD, SCHEDULING, AND ADDITIONAL WORK

Remaining language unchanged

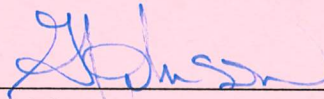
Signed in Vancouver, BC this 17th day of May 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

LANGARA CUPE UN #41

New Letter of Understanding regarding CO-OP Student Work

The parties recognize the advantages in assisting students in obtaining practical work experience as part of Co-operative Education (Co-op) program. In recognition, this agreement will establish the salary rate and working conditions for Co-op students to work at Langara College.

1. The College agrees that Co-op students shall not be utilized to:
 - a. replace members of the bargaining unit, or
 - b. postpone or prevent an existing regular part-time position from becoming a full-time position, or
 - c. postpone or prevent the establishment of new positions by the College.
2. The College agrees that no employee shall be made redundant or suffer loss of earnings through students performing work normally done by employees in the bargaining unit.

Disputes arising out of the above will be dealt with through the grievance procedure of the Collective Agreement. Information related to work performed by students will be provided to the union on a per term basis.

3. Co-op students covered by this agreement shall be paid at a rate of Paygrade 14.
4. The parties agree that individuals employed as Co-op students will be considered Temporary Employees and receive the appropriate benefits as per Article III.7.
5. The duration of a Co-op position shall not exceed four (4) months at full-time, or eight (8) months at part-time.
6. Work terms for Co-op students need not be advertised for competition.

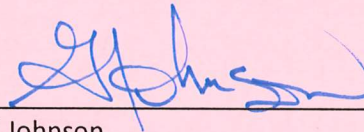
Signed in Vancouver, BC this 15th day of May 2023.

On behalf of Langara College,

On behalf of CUPE Local 15,



Luisa Liberatore
Lead Spokesperson



Gail Johnson
Lead Spokesperson

LANGARA CUPE ER#46 & 47

Renew the following appendices and renumber Letters of Understanding upon the redrafting of the Collective Agreement:

- APPENDIX XIII LETTER OF UNDERSTANDING USE OF AGENCY EMPLOYEE.
- APPENDIX XIX LETTER OF UNDERSTANDING PEER TUTORS: TERMS OF REFERENCE

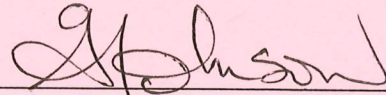
Signed in Vancouver, BC this 6th day of June 2023.

On behalf of Langara College,



Luisa Liberatore
Lead Spokesperson

On behalf of CUPE Local 15,



Gail Johnson
Lead Spokesperson