

2022

MEMORANDUM OF AGREEMENT

between the

LANGARA STUDENTS' UNION, LSU
(hereinafter called the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15
(hereinafter called the "Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE EMPLOYER, AGREE TO RECOMMEND TO THEIR RESPECTIVE PRINCIPALS;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE UNION, AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2022 DECEMBER 01 AND EXPIRING 2026 NOVEMBER 30 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2017 - 2022 Collective Agreement continue except as specifically varied below and attached Schedule A.

2. Term of Agreement

The term of the new Collective Agreement shall be for five (5) years from December 01, 2022 – November 30, 2026 both dates inclusive. Subsections (2) and (3) of Section 50 of the *Labour Relations Code* shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. General Wage Increase

- (a) December 1st 2022 shall be increased by 2.5 percent (2.5%).
- (b) December 1st 2023 shall be increased by 2.5 percent (2.5%).
- (c) December 1st 2024 shall be increased by 2.5 percent (2.5%) or Vancouver Consumer Price Index (CPI) whichever is higher.
- (d) December 1st 2025 shall be increased by 2.5 percent (2.5%) or Vancouver Consumer Price Index (CPI) whichever is higher.
- (e) December 1st 2026 shall be increased by 2.5 percent (2.5%) or Vancouver Consumer Price Index (CPI) whichever is higher.

1. Housekeeping

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to make the following amendments:

- (a) delete expired effective dates; and
- (b) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

2. Drafting of New Collective Agreement


The Employer and the Union agree that in all instances where an amendment to the Collective Agreement is effective on a specific date, only the amendment shall appear in the new Collective Agreement together with a sentence referencing its effective date.

3. 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 not later than thirty (30) calendar days from the date on which this Memorandum of Agreement is signed.


DATED this 14 day of December 2022 in the CITY OF VANCOUVER.

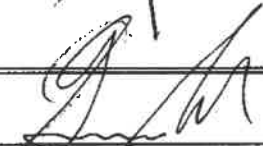
BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:



John Malkin

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:





Schedule A

Date: December 12th 2022

Time: 4:35PM

Without Prejudice E.& O.E

NON-MONETARY

7.14 Registered Retirement Savings Plan

7.14.3 Staff will provide a confirmation receipt to the Executive Director of the deposit made into a Registered Retirement Savings Plan (RRSP) or an alternate retirement savings plan by April 30th of each year.

7.14.34 All regular staff members may participate in the Vancouver Employees Savings Plan, in which case, LSU will match employee contribution to a maximum of 2% of the employee's salary per month, excluding overtime.

12.0 VACATIONS

12.0.13 Staff will provide their vacation schedule to the Executive Director or designate by March 31st.

13.0 PUBLIC HOLIDAYS

13.0.2 Each regular staff member will receive their regular rate of pay for regular work days between December 20 and December 24; between December 27 and December 31.

22.0 HIRING

22.0.1 The Hiring Committee for LSU bargaining unit members will consist of the Executive Director and (1) staff members, and two (2) LSU Executive members.

CUPE: _____

LSU: _____

Bargaining Proposal:

Article:

Date:

Time:

Without Prejudice E.& O.E

House Keeping

| EXISTING | PROPOSED |
|--|--|
| <p>6.1 <u>Wage Schedule</u></p> <p>6.1.1 Regular staff members hired prior to ratification of this agreement will receive \$35.36 per hour, or the amount determined by the Executive Committee in accordance with paragraph</p> | <p>6.1 <u>Wage Schedule</u></p> <p>6.1.1 Regular staff members hired prior to ratification of this agreement will receive \$35.36 per hour, or the amount determined by the Executive Committee in accordance with paragraph</p> |

RATIONALE

No current Post and Fill Process

| | |
|---|--|
|  |  |
| AMENDED | WITHDRAWN |

CUPE LOCAL15

Bargaining Proposal:


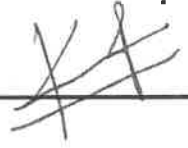
Article:

Date: December 12th 2022

Time:

Without Prejudice E.& O.E

NON-MONETARY

| EXISTING | PROPOSED |
|--|---|
| 19.0.6 No job descriptions nor amendments to job descriptions will be made without consultation with the staff | 19.0.6 No job descriptions nor amendments to job descriptions will be made without consultation with the staff and the staff representative of CUPE Local 15. |
| | Cupe:  |
| | LSU:  |

RATIONALE

For Transparency; Encouraging co-determination

_____ AMENDED _____ APPROVED _____ WITHDRAWN

CUPE LOCAL15

Bargaining Proposal:

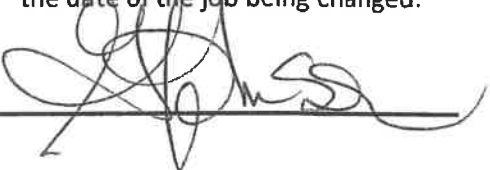
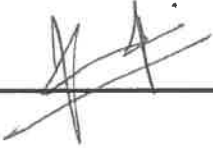
Article:

Date:

Time:

Without Prejudice E.& O.E

NON-MONETARY

| EXISTING | PROPOSED |
|--|--|
| <p>19.0.7 Where existing job duties are altered or the volume of work increased, or where a staff member is otherwise unfairly or incorrectly classified, the appropriate classification, job description and other related matters will be negotiated between the Executive Director or designate and the staff. Failing agreement, the dispute may be referred to arbitration. The arbitrator will have the power to determine the appropriate classification, job description and other related matters at issue effective as of the date of the job being changed.</p> | <p>19.0.7 Where existing job duties are altered or the volume of work increased, or where a staff member is otherwise unfairly or incorrectly classified, the staff member and/or the Cupe Local 15 union representative may request a reclassification review. The appropriate classification, job description and other related matters will be negotiated between the Executive Director or designate and the staff and the Union Representative. Failing agreement, the dispute may be referred to arbitration. The arbitrator will have the power to determine the appropriate classification, job description and other related matters at issue effective as of the date of the job being changed.</p> <p>Cupe: </p> <p>LSU: </p> |

_____ AMENDED _____ APPROVED _____ WITHDRAWN

CUPE LOCAL15

Bargaining Proposal:

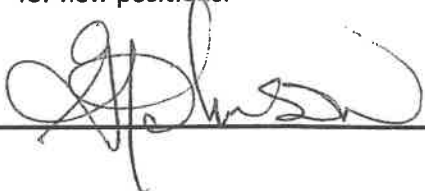
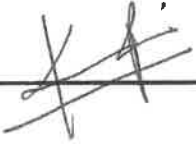
Article:

Date:

Time:

Without Prejudice E.& O.E

NON-MONETARY

| EXISTING | PROPOSED |
|---|---|
| <p>19.0.8 The Executive Director and designate of the Executive will consult with staff before establishing job descriptions for new positions.</p> | <p>19.0.8 The Executive Director and designate of the Executive will consult with staff and the staff representative of CUPE Local 15 before establishing job descriptions for new positions.</p> <p>Cupe: </p> <p>LSU: </p> |

RATIONALE

Clarity

_____ AMENDED _____ APPROVED _____ WITHDRAWN

CUPE LOCAL15

sp/BCUWU

Bargaining Proposal:

Article:

Date:

Time:

Without Prejudice E.& O.E

NON-MONETARY

| EXISTING | PROPOSED |
|----------|---|
| | <p>19.0.9</p> <p>1. POSTING POSITIONS, FILLING VACANCIES AND PROMOTIONS</p> <p>Posting Positions</p> <p>(a) The LSU agrees before permanently filling any regular full-time, regular part-time, or temporary vacancy of six (6) weeks or more duration, notice of such vacancy shall be posted for seven (7) calendar days in the staff bulletin board and sent to staff personal and work emails.</p> <p>The LSU is not required to consider any applications submitted after the posting period has expired. The LSU shall forward a copy of the posting to Cupe Local 15 staff union representative at the time of posting a vacancy notice under this article.</p> <p>(b) All notices of vacancies posted pursuant to this clause shall contain the following information:</p> <ul style="list-style-type: none">(1) nature of position;(2) general requirements;(3) wage or salary rate or range;(4) shifts (if any);(5) anticipated length of any temporary assignment; and <p>(c) Where employees wish to apply for a position which is expected to become vacant while they are on authorized leave of absence or on vacation, they may make application for such position before commencing their leave or vacation. If the position is posted prior to their return, such application shall be considered in their absence. An employee who is accepted for a position</p> |

____ AMENDED ____ APPROVED ____ WITHDRAWN

CUPE LOCAL15

sp/BCUWU

must be available for employment in that position not later than one (1) month following the date of acceptance.

(d) The LSU shall notify the CUPE Local 15 staff union representative when persons are hired for periods of six (6) weeks or more in positions which could be considered as being within the bargaining group.

10.2 Filling Vacancies

In making promotions and transfers, the skills, knowledge, and ability of the employees concerned shall be the primary considerations, and where such qualifications are equal, seniority shall be the determining factor.

Regular staff shall receive preference over outside applicants and other employee groups, and shall compete on an equal footing for posted vacancies for which they apply:

2. NOTIFICATION OF VACANCIES

The LSU agrees that before filling any

- a. permanent position, or
- b. temporary vacancy covered by this agreement anticipated to exceed three (3) months, notice of such vacancy shall be posted on the Internal Union Bulletin board and sent to staff personal and work emails. All positions shall be posted for a minimum of seven (7) working. Such postings shall be provided to the Cupe Local 15 staff union representative.

Cupe: _____

LSU: _____

____ AMENDED ____ APPROVED ____ WITHDRAWN

CUPE LOCAL15

sp/BCUWU

Bargaining Proposal:



Article:

Date:

Time:

Without Prejudice E.& O.E

House Keeping


| EXISTING | | PROPOSED | |
|-----------------|--|---|--|
| 13.0 | PUBLIC HOLIDAYS | 13.0 | PUBLIC HOLIDAYS |
| 13.0.1 | Regular staff will be entitled to a holiday with pay on any statutory holiday as proclaimed by Federal or Provincial Legislation. Regular staff will be entitled to a holiday with pay on each of the following public holidays: <ul style="list-style-type: none">• Family Day• International Women's Day• Good Friday• Easter Monday• Victoria Day• Canada Day• BC Day• Labour Day• Thanksgiving Day• Remembrance Day• Christmas Day• Boxing Day, and• New Year's Day | 13.0.1 | Regular staff will be entitled to a holiday with pay on any statutory holiday as proclaimed by Federal or Provincial Legislation. Regular staff will be entitled to a holiday with pay on each of the following public holidays: <ul style="list-style-type: none">• Family Day• International Women's Day• Good Friday• Easter Monday• Victoria Day• Canada Day• BC Day• Labour Day• Thanksgiving Day• Remembrance Day• Christmas Day• Boxing Day, and• New Year's Day• Truth and Reconciliation Day |
| | | Cupe:  | |
| | | LSU:  | |

____ AMENDED ____ APPROVED ____ WITHDRAWN

CUPE LOCAL15

7.2 Extended Health Benefits

7.2.1 Staff members will be covered for Extended Health Care benefits through an insurance carrier (including vision care option). Eyeglass coverage will be provided to a maximum of \$800 once every two years without deductible. **Eye exam reimbursement is \$120.00**



7.3 Dental Plan

LSU will pay the full cost of premiums for a group dental plan for all regular staff members, spouses, common law spouses, same sex common law spouses, and all other eligible dependants.

Coverage is as follows:

Plan "A" 100%

Plan "B" \$4000.00 life time maximum

Plan "C" \$5000.00

plus as described in the Benefit Booklet



7.7 Sick Leave

7.7.1 **All regular staff employed will be entitled to sick days as follows:**

In the 1st Year of Employment: 10 Days

After the 2nd Year of Employment: 12 Day

After the 4th Year of Employment: 14 Day

After the 6th Year of Employment: 16 Day

The employer will keep track of sick days earned and used. Partial days used will be calculated on a percentage basis.

7.7.2 Sick leave may be accrued from year to year to maximum of **100** days.

7.7.3 Sick days may only be used for absence from work due to illness or injury. Staff members **will be entitled to use up to ten (10) Days** of their accumulated sick leave credit to purchase service under the Superannuation Plan or Registered Retirement Savings Plan (RRSP) **per year**.

12.0 VACATIONS

12.0.1 Staff members will be entitled to annual vacation as follows:

(a) In the first year of employment, a regular staff member will receive three (3) weeks' paid vacation.

(b) After the third year of employment a regular staff member will receive four (4) weeks of vacation annually.

(c) After the fifth year of employment a regular staff member will receive five (5) weeks of vacation annually.

(d) After the ~~eleventh~~ **Tenth** year of employment a regular staff member will receive six (6) weeks of vacation annually.

(e) After the ~~sixteenth~~ **Fifteenth** year of employment regular staff members will receive seven (7) weeks of vacation annually.

(e) After the thirty-first year of employment regular staff members will receive eight (8) weeks of vacation annually.

7.4 Child Care Expenses

7.4.1 LSU will reimburse, upon presentation of a voucher signed by the staff member, the amount of additional cost up to \$5.00 per hour for a staff member who incurs a cost for substitute child care when required to work outside the regular hours of work.

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

7.4.3 The portion payable by LSU will be based upon Provincial day-care subsidy rates.

- a. If a child is enrolled at the Langara Child Development Centre, Staff will be reimbursed 50% of the maximum amount payable per child under the Provincial day-care subsidy program.
- b. If a child is enrolled at any other Registered Day Care, LSU will contribute 40% of the maximum amount payable per child under the Provincial day-care subsidy program.

WAGES

6.1.7 Wages for all staff, ~~except for sessional staff~~, shall be adjusted annually on December 1 as follows:

| | |
|-------------------------------|--|
| December 1 st 2022 | 2.5% wage adjustment |
| December 1 st 2023 | 2.5% wage adjustment |
| December 1 st 2024 | 2.5% wage adjustment or Vancouver Consumer Price Index, whichever is higher. |
| December 1 st 2025 | 2.5% wage adjustment or Vancouver Consumer Price Index, whichever is higher. |
| December 1 st 2026 | 2.5% wage adjustment or Vancouver Consumer Price Index, whichever is higher. |

| Insurance Coverage | Current Coverage | Proposal |
|--------------------|------------------|---------------|
| Travel Insurance | - | Full Coverage |

| | | |
|--|--|---|
| Life Insurance | One and one half (1 ½) times annual salary | 2 times salary up to a maximum of 250,000 |
| Retiree Benefits package for employees above 70 years of age | | If Possible |
| Accidental death & dismemberment | One and one half (1 ½) times annual salary | 2 times salary up to a maximum of 250,000 |
| Health care spending account: | - | \$1750.00 |
| Medical tests, exam and miscellaneous items and services | - | Full Coverage |
| BLUE CROSS BENEFITS | | |
| Eye Exam | \$100 (24 Months) | \$120 (24) |
| Dental Plan C | \$3,000 | \$5,000 |

Benefit Committee will be struck to investigate Travel Insurance, and the Medical Tests costs.

CUPE Local 15:

LSU: