

**MEMORANDUM OF AGREEMENT**

**between**

**Langara College**

**(hereinafter called "the Employer")**

**And**

**Canadian Union of Public Employees (CUPE), Local 15**

**(hereinafter called "the Union")**

*"Errors and Omissions Excepted"*

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

**AND**

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2019 AND EXPIRING MARCH 31, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreements shall be for 36 months from April 1, 2019 to March 31, 2022 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 agree 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 agreed 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.

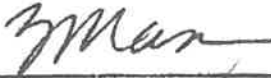
**This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.**

Signed this \_\_\_\_ day of July, 2020.

**BARGAINING REPRESENTATIVES  
FOR THE EMPLOYER:**



Luisa Liberatore, Spokesperson



Jane Mason



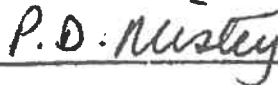
Mark Adams



Joyce Forrester



Michelle Kuramoto

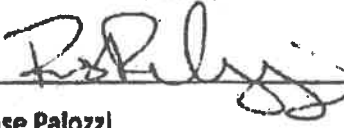


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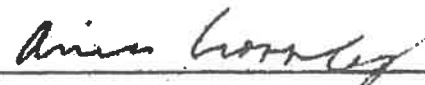
**BARGAINING REPRESENTATIVES  
FOR THE UNION:**



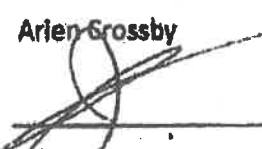
Gail Johnson, Spokesperson



Rose Palozzi



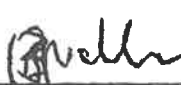
Arien Grossby



John Beppert



Craig Madokoro



Brie MacMillan



Kristina Porter

## SCHEDULE A

### 1. TERM OF AGREEMENT – 3 year term

#### I – TERM OF AGREEMENT

This Agreement shall be for a term of ~~sixty (60) months from April 1, 2014 to March 31, 2019~~ **thirty-six (36) months from April 1, 2019 to March 31, 2022**, both dates inclusive.

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

### 2. SCHEDULE B - GENERAL WAGE INCREASES

#### 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, ~~2015~~ **2019** \*~~or the first day of the first full pay period after the date of ratification of this Memorandum of Agreement (whichever is later)~~, all annual rates of pay which were in effect on ~~March 31, 2015~~ **2019** shall be increased by ~~one~~ **two** percent (~~1%~~ **2%**).

(b) Effective the first day of the first full pay period after ~~February~~ **April** 01, ~~2016~~ **2019**\*, all annual rates of which were in effect on ~~January~~ **March** 31, ~~2016~~ **2019**\* for the CS LEAP Instructors shall be increased by ~~the Economic Stability Dividend~~ **two percent (2%)**.

(c) Effective the first day of the first full pay period after April 01, ~~2016~~ **2020** \*, all annual rates of pay which were in effect on March 31, ~~2016~~ **2020** shall be increased by ~~one-half of one~~ **two** percent (~~0.5%~~ **2%**).

~~(d) Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay which were in effect on January 31, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend\*.~~

~~(e)~~ **(d)** Effective the first day of the first full pay period after April 01, ~~2017~~ **2021**, all annual rates of pay which were in effect on March 31, ~~2017~~ **2021** shall be increased by ~~one-half of one~~ **two** percent (~~0.5%~~ **2%**).

~~(f) Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend\*.~~

~~(g) Effective the first day of the first full pay period after April 01, 2018, all annual rates of pay which were in effect on March 31, 2018 shall be increased by one half of one percent (0.5%).~~

~~(h) Effective the first day of the first full pay period after February 01, 2019, all annual rates of pay which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend\*.~~

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.**

~~\* See "Schedule B1" for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."~~

~~These wage increases shall apply to all current employees who are members of the bargaining unit. Please refer to the College website for most up-to-date CUPE Schedule of Wage Rates.~~

***Update the CUPE Schedule of Wage Rates on pages 69 through 75 of the Agreement to reflect the above.***

***Delete Schedule B1. Memorandum of Understanding on Economic Stability Dividend.***

### **3. GENDER NEUTRAL**

***The parties agree that upon redrafting of the Collective Agreement gender neutral language will be used. For example "he/she" and "him/her" will be replaced with "they" and "their". These amendments are housekeeping in nature and will not change the meaning or intent of the language.***

### **4. AMEND PAGE vii OF COLLECTIVE AGREEMENT**

***Amendment is housekeeping to reflect the certification variance dated February 12, 2020***

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

## 5. ARTICLE VIII EMPLOYEE RIGHTS D: HUMAN RIGHTS

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

For the purposes of the foregoing, the race, ~~creed~~, religion, colour, age, marital or ~~family parental~~ status, ancestry, place of origin, **physical or mental** disability, political belief or union membership or activity, ~~sex, or 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 a charge relates to the occupation, or employment or to the intended occupation or employment, advancement or promotion of a person.~~ Any allegation of discrimination shall be dealt with through the **College's Human Rights Policy. Should the Union elect to grieve, it will be through the g**Grievance procedure, with the burden of proof being on the Union.

## 6. ARTICLE XI WORKING CONDITIONS D: Shift Work

*Delete J from Schedule "C" Understandings and relocate to follow D. Shift Work in Article XI Working Conditions as new "E". Renumber the rest of the sections in that Article accordingly.*

### ARTICLE XI WORKING CONDITIONS

#### D Shift Work

1. Except in extraordinary circumstances, the College shall give a minimum of ten (10) working days' notice of a change in shift, unless the change results in the employee working hours that entitle the employee to an overtime wage. All changes of shift shall be discussed with the employee ~~prior to the giving of notice. If the proposed shift change would result in hardship for the employee~~ concerned, the College will endeavour to accommodate the employee's needs through transfer or other mutually agreeable means.

2. Any employee covered by this Agreement who is required to work a shift with a portion of the regular hours outside the normal span shall be paid a pay differential for the total regular hours on such days as follows:

- a. if the shift commences at 6:00 a.m. or earlier or ends at 7:00 p.m. or later – five percent (5%); or
- b. if the shift commences at 4:30 a.m. or earlier or ends at 8:30 p.m. or later six and three quarter percent (6 3/4%); or
- c. if the shift commences at 3:00 a.m. or earlier or ends at 10:00 p.m. or later nine percent (9%).

Shift differentials are not paid for overtime hours.



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

4. ~~Regarding access to preferred shifts; See Article XVIII A.5 (Seniority)~~

#### **E. Preference for Hours – Permanent Part-time Employees**

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

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

*Consequential change:*

**SCHEDULE "C"**

~~J. Preference for Hours – Permanent Part-time Employees~~

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

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

#### **7. ARTICLE XIV EMPLOYEE BENEFITS A: ANNUAL VACATION**

##### **A. Annual Vacation**

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

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



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

- i) less than one (1) year - twelve (12) working days ~~(84 hours)~~ and pro-rata;
- ii) one (1) to five (5) years inclusive - seventeen (17) working days ~~(119 hours)~~;
- iii) six (6) to ten (10) years inclusive - twenty-two (22) working days ~~(154 hours)~~;
- iv) eleven (11) to fourteen (14) years inclusive - twenty-seven (27) working days ~~(189 hours)~~;
- v) fifteen (15) to nineteen (19) years inclusive - thirty (30) working days ~~(210 hours)~~;
- vi) twenty (20) years and over - thirty-two (32) working days ~~(224 hours)~~;
- vii) each employee will receive a supplementary entitlement of five (5) days ~~(35 hours)~~ paid vacation on January 1st of their 25th year of service.

## **8. ARTICLE XIV EMPLOYEE BENEFITS H: HEALTH INSURANCE & NEW LOU "J" IN SCHEDULE C**

### **1. Basic Medical and Extended Health Plans**

- a. the College contributes ~~one hundred percent (100%) of the premium of the basic coverage through the Medical Services Plan of British Columbia and 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 four hundred dollars (\$400.00) 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.~~

~~Effective April 1, 2016, optical~~ **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. ~~Effective April 1, 2006 eye~~ **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 once 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.

***Not to be included in the Collective Agreement, effective September 1, 2020 the following health and welfare benefits level changes subject to governance of the insurance plan:***

- ***Pay direct drug card***
- ***Voluntary generic substitution prescription drug plan***
- ***Reimbursement for mental health services received from a registered psychologist or registered clinical counselor up to a combined maximum of \$900 each calendar year.***

***Remainder of Article is unchanged.***

***Schedule C - NEW "J" LOU re MSP***

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

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

**9. ARTICLE XIV EMPLOYEE BENEFITS G: DEFERRED SAVINGS**

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

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

**10. ARTICLE XV ABSENCE FROM DUTY A2: OCCUPATIONAL SICKNESS AND INJURY**

A.2 If an employee is entitled to ~~Workers' Compensation~~ **WorkSafe BC** benefits, such benefits are to be paid directly to the employer. In addition, the College will pay the difference between the employee's full salary and the amount of the ~~Workers' Compensation Board~~ **WorkSafe BC** payments.





## 11. ARTICLE XV ABSENCE FROM DUTY E: LEAVE FOR BIRTH OF A CHILD / F: PREGNANCY & PARENTAL LEAVE

### E Leave for Birth of a Child

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

- a. ~~she they give~~ gives birth to a child; or
- b. ~~she or he they~~ adopts a child; or
- c. their spouse gives birth to a child.

### F Pregnancy Maternity & Parental Leave

1. ~~In addition to the leave provided for, an employee is entitled to up to one year's leave without pay in any of the above circumstances.~~

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

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

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

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

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

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

- a. For a parent who took maternity leave, they are entitled to up to sixty-one (61) consecutive weeks of unpaid leave, which must begin unless the College and the employee agree otherwise, immediately after the end of the maternity leave.
- b. For a parent, other than the adopting parent, who has not taken maternity leave with respect to the birth of a child(ren), they are entitled to up to sixty-two (62) consecutive weeks of unpaid leave which must commence within seventy-eight (78) weeks after the birth of the child(ren).



- c. For an adopting parent, they are entitled to up to sixty-two (62) consecutive weeks of unpaid leave which must commence within seventy-eight (78) weeks after the child(ren) is placed with the parent.
- d. If a child, either natural or adopted, suffers some physical, psychological, or emotional difficulty, the parent(s), upon application, is entitled to up to five (5) consecutive additional weeks of unpaid leave, beginning immediately following the parental leave in (a), (b) or (c) above.
7. The service of an employee on **maternity** or parental leave will be considered continuous for the purposes of any pension, medical or other plan beneficial to ~~him or her~~ **them**.
8. The College will continue to pay the employees' premium in respect of all insured benefits, including pension, for the entire duration of the **statutory maternity and/or** parental leave. ~~[not to exceed twelve (12) months]~~.
9. Vacation, sick leave and seniority will accrue for the duration of **maternity and/or** parental leave.
10. Gratuity credits are not earned during **maternity and/or** parental leave **or any associated extended leaves**.
11. An employee who returns from **maternity and/or** parental leave will return to ~~his or her~~ **their** previous position and will be entitled to any incremental increases that would have accumulated during their leave.
12. If the College has suspended or discontinued operations during the **maternity or** parental leave and has not resumed operations on the expiry of the leave, the College will, on resumption of operations and subject to the layoff provisions of this agreement comply with ~~(11)~~ **(13)**.
13. The College will not terminate an employee or change a condition of employment because of **maternity or** parental leave ~~or pregnancy~~ unless they have been absent for a period exceeding the period of the leave including any further extensions.
14. An employee on parental leave due to ~~her~~ **their** pregnancy will be entitled to paid sick leave benefits during the first eight months of the leave for any illness or valid health related absence provided ~~she~~ **has they have** sufficient sick leave credits and ~~she~~ provides a medical certificate from ~~her~~ **their** doctor
15. An employee may apply for additional leave as leave for personal reasons **as per Article XV G**.
16. At any time during **maternity or** parental leave, an employee may elect in writing to receive payment for accumulated vacation credits rather than as paid leave.
17. Any employee intending to commence vacation leave within one (1) month of return from **maternity or** parental leave may be required to schedule the commencement of the vacation leave to coincide with the termination of the parental leave. Vacation requests should normally be made

to the appropriate Administrator at least one (1) month prior to the end of the **maternity or parental leave**.

#### **18. ~~Pregnancy Leave~~ Supplemental Employment Benefit (SEB)**

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

- a. For the first ~~two (2)~~ weeks of ~~pregnancy~~ **maternity** leave following the date of birth of ~~her~~ **their** child, the employee shall receive one hundred percent (100%) of ~~her~~ **their** salary at the time of commencement of ~~pregnancy~~ **maternity** leave.
- b. For an additional ~~six (6)~~ **four (4)** weeks of ~~pregnancy~~ **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 ~~pregnancy~~ **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 ~~pregnancy~~ **maternity** leave), subject to proof from a qualified medical practitioner of a disability due to a valid health related condition **related to the birth or the termination of the pregnancy**.

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

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

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

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

#### **12. [NEW] LEAVE: ARTICLE XV ABSENCE FROM DUTY L: LEAVE FOR DOMESTIC VIOLENCE**

##### **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 *Employment Standards Act*:



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

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

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

### 13. ARTICLE XVIII GENERAL PROVISIONS B: RE-APPOINTMENT

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

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

that they had accumulated prior to termination.

Employees reappointed on a temporary basis within fifteen (15) will be credited with accumulated service as applicable under their current status, including increments.

### 14. ARTICLE XVIII GENERAL PROVISIONS L: COPY OF THE AGREEMENT

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

### 15. SCHEDULE "A"

*Update the list of Classifications by Pay Grades and Alphabetic List at time of redrafting the agreement to reflect current classifications.*

### 16. SCHEDULE "C"

*Amend the following provisions*

Two handwritten signatures in black ink, one appearing to be 'R' and the other 'A', located at the bottom right of the page.

## **G Travel Expenses and Car Insurance**

Employees may recover all expenses incurred by the use of private vehicles for required College business through a mileage rate **in accordance with the College's Business, Travel and Hospitality Expenses Policy**. ~~of forty seven cents (\$0.47) per kilometre (effective June 17, 2006) subject to review and/or adjustment at least April 1<sup>st</sup> each year.~~

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

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

### **17. RENEW THE FOLLOWING APPENDICES:**

- **APPENDIX II EXPERIMENTAL WORK SCHEDULES**
- **APPENDIX IV VARIABLE WORK SCHEDULE**
- **APPENDIX VII PRE-RETIREMENT REDUCED WORK WEEK**
- **APPENDIX IX BENEFITS CONTINUATION**
- **APPENDIX X RATIFICATION MEETINGS**
- **APPENDIX XII PROMOTION AND TRANSFER**
- **APPENDIX XIII POSTING OF A PERMANENT VACANCY UPON CONFIRMATION OF LONG TERM DISABILITY**
- **APPENDIX XIV BARGAINING UNIT WORK**
- **APPENDIX XV USE OF AGENCY EMPLOYEES**
- **APPENDIX XVI CONTRACTING OUT**
- **APPENDIX XVII HOURS WORKED IN EXCESS OF THIRTY-FIVE (35)**
- **APPENDIX XVIII ESCALATING COSTS OF BENEFITS**
- **APPENDIX XXIII JOINT STANDING COMMITTEE**
- **APPENDIX XXV EXPEDITED ARBITRATION**
- **APPENDIX XXVI STUDENT AIDE AND SWAP WORK SPECIFICATIONS**

### **18. DELETE THE FOLLOWING APPENDICES**

- **APPENDIX VIII LETTER REGARDING LAYOFF**
- **APPENDIX XI COLLEGE HUMAN RIGHTS POLICY**
- **APPENDIX XXI JOB EVALUATION PROCESS**
- **APPENDIX XXVII JOB EVALUATION REVISIONS**

*Renumber appendices upon redrafting of the agreement.*



## 19. APPENDIX I COMPRESSED WORK WEEK SCHEDULE

### Letter of Understanding

### Compressed Work Week Schedule (Nine-Day Fortnight System)

#### 1. Basic Conditions

a. Application of the compressed work week nine-day fortnight system must not produce any additional cost, (i.e. overtime, additional staffing requirements or fringe benefit costs) or noticeable reduction in service from the level of service rendered at the effective date of this Letter of Understanding April 1, 2004.

#### b. Access

Employees not on Compressed Work Week who wish access to such work schedule should make application to their Department Head or Senior Supervisor. That individual will make the necessary analysis to ascertain whether the proposed change in schedule meets the conditions in 1 a) above and pass the request and analysis to the appropriate administrator in the Centre responsible for personnel matters for approval.

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

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

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

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

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

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

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

#### c. Suspension of the Compressed Work Week

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

In order to accommodate situations, such as emergencies, vacation, illness and peak periods, scheduled fortnight days may be deferred at the request and with the approval of the



administration and must be rescheduled and utilized at the earliest opportunity. Where such situations are known in advance, fortnight scheduling shall be arranged to accommodate them.

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

During periods of suspension of the Compressed Work Week, the College shall require employees to continue working a seven and three-quarter (7¾) hour day for the period of suspension.

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

~~In areas that request suspension for two or more bi-weekly periods, two of these periods should be considered the periods in which no days off will be scheduled as provided for in item 2c. of this Letter of Understanding.~~

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

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

d. Deferral of Compressed Work Week Days Off

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

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

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

2. Working Conditions

a. Employees shall work a seven and three-quarter (7¾) hours each regularly scheduled work day in every two-week period.

b. For the purposes of the Compressed Work Week Letter of Understanding, a year shall be defined as a calendar year and will be divided into twenty-six (26) fortnight periods in alignment with the bi-weekly pay periods. ~~The maximum entitlement of Compressed Work Week days off during the period shall be twenty-four (24).~~

c. ~~For those individuals on Compressed Work Week for twenty-six (26) bi-weekly periods, there will be two (2) bi-weekly periods each year in which no Compressed Work Week days off will be scheduled.~~



~~Those individuals on Compressed Work Week for fewer than twenty-six (26) bi-weekly periods will have the Compressed Work Week days off pro-rated for the number of bi-weekly periods worked. For example, an individual on Compressed Work Week for 22 bi-weekly periods will receive 20.3 Compressed Work Week days off.~~

~~These bi-weekly periods may normally be scheduled at a time that takes into consideration the needs of the department and the desires of the individual. The preferred periods, if another period has not been agreed to, are in the bi-weekly periods overlapping Christmas and Easter.~~

d. ~~Additional~~ The scheduled days off, one every two weeks, will preferably be Monday or Friday or any other day taking into consideration the commitment of the College, the needs of the department and the desires of the individual.

e. Overtime rates will be paid as per Clause XI E for authorized work performed in excess of seven and three quarter (7¾) hours per day, excluding the time worked when making up time owed by the employees.

f. ~~Supervisors will post work schedules for employees.~~

g. ~~Supervisors are responsible for keeping accurate records of employee overtime and time owed to and by employees.~~

h. ~~Neither acting capacity nor shift differentials shall be paid if the higher level of work performed or hours of work are directly due to the modified work week.~~

### 3. Employee Benefits

a. Present sick leave credits will be converted from days to hours. Employees on the compressed work week schedule will be deducted seven and three-quarter (7¾) hours sick leave for a day of absence owing to non-occupational sickness and injury.

b. ~~Vacation entitlement will be converted to hours for each employee. Employees on the compressed work week schedule will be deducted seven and three-quarter (7¾) hours vacation or gratuity leave for a day of absence. Compressed work week days off will be earned during vacation periods. For example, an employee taking "two weeks" vacation would, in fact, be taking nine days of vacation (69.75 hours) and one Compressed Work Week day off.~~

c. Gratuity days are earned as seven (7) hours. ~~days. If payment of gratuity is made to an employee it shall be made on the basis of a seven (7) hour day.~~

~~If gratuity days are taken as leave, the earned days may be converted to hours and the employee may remain on the Compressed Work Week during the period when the gratuity day(s) is/are taken. This may necessitate the employee working for a partial day or making time up.~~

~~If the employee wishes to revert to a seven (7) hour day for the period in which gratuity days are taken then the reversion period shall be for the full bi-weekly period.~~

d. Where an employee is in receipt of ~~WorksafeBC Workers' Compensation Board~~ benefits under this clause, they shall have no entitlement to compressed work week days off during the period of absence owing to occupational sickness or injury.

### 4. Illness





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

5. Agreement to Conditions Not Mentioned

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

6. Term of Letter of Understanding

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

**20. APPENDIX III PERMANENT TERM POSITIONS**

LETTER OF UNDERSTANDING  
PERMANENT TERM POSITIONS

The parties have reached the following understandings:

"Term Positions" are deemed to include ~~Program Assistants, Instructional Assistants, Industrial~~  
~~Program Assistants, Laboratory Demonstrators and staff of the Child Development Centre~~ and such other positions as mutually agreed between the College and the Union.

~~The utilization of "Term Positions" will not affect current staff employed as of the date of this memorandum.~~

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

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

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

Salary

Term Salary = Annual Salary + ~~\*General~~ + ~~\*\*Annual~~ X No. of Duty Months  
~~Holidays~~ ~~Vacation~~ ~~12~~

\* 4%

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

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



### Fringe Benefits

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

### Annual Vacation

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

### Sick Leave

Applicable only to the duty months.

### General Holidays

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

### Additional Duty

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

### Increments

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

## **21. APPENDIX V EARLY RETIREMENT INCENTIVE AGREEMENT**

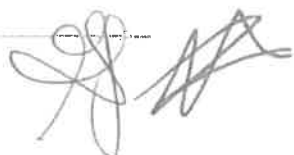
*Renew with amendments as follows:*

*Amend section 1 to delete the current periods noted and to reflect the months and term of the renewal Agreement.*

*Amend section 2 Qualification as follows:*

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.

## **22. APPENDIX VI RECOVERY OF CLAIMED "OVERPAYMENTS"**

### **LETTER OF UNDERSTANDING**

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

~~1. When an obvious overpayment has occurred, it may be corrected within one (1) month of that occurrence, without need for consultation with the affected employee or the Union.~~

2. If overpayment of wages occurred which was not corrected ~~within one (1) month of the error having occurred~~, the College will notify the affected employee and obtain their written consent to the recovery, with copy to the Union. The notification shall specify in writing, with copy to the Union, specifying:

1. the amount of overpayment claimed;
2. a general description of the situation which gave rise to the claimed overpayment;
3. a detailed calculation of the claimed overpayment;
4. the intended schedule of recovery;
5. the employee's right to consult with the Union regarding this matter.

3. Should the employee or the Union dispute either the intended recovery or the calculation provided, the matter shall be discussed informally with the Director, Human Resources Manager, Human Resources Systems & Services and the Manager, Payroll and Accounts Payable and an effort made to reconcile the calculation and to accommodate the employee regarding the schedule of recovery. If alternate arrangements are agreed, they shall be confirmed in writing to all concerned.

4. If agreement cannot be reached informally, the matter shall be dealt with through the grievance procedure commencing at Step 3 and within the time limits prescribed therein and recovery shall not proceed until the grievance is ultimately resolved.

5. Notwithstanding the foregoing, if the employee voluntarily terminates employment with the College before recovery is accomplished, the employee shall make arrangements to repay the College at that time. complete recovery shall form part of the normal end-of-employment reconciliation practices.

6. This agreement does not address nor apply to:

1. Normal reconciliation at the end of employment for vacation, gratuity leave, and other such entitlements where such reconciliation is clearly specified in the Collective Agreement; or
2. Garnishees or other court-ordered claims initiated by a third party.



### **23. APPENDIX XIX ACCESS TO EMPLOYEE PERMIT PARKING**

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

### **24. APPENDIX XXII PEER TUTORS: TERMS OF REFERENCE**

#### **1. GENERAL RESPONSIBILITIES:**

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

#### **2. SPECIFIC DUTIES AND RESPONSIBILITIES:**

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

#### **3. REQUIRED KNOWLEDGE, ABILITY AND SKILLS**

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

#### **4. REQUIRED QUALIFICATIONS**



- a. Students must be enrolled in a minimum of ~~nine~~ **three** credits.
- b. ~~Students with permanent disabilities, registered with Langara College Disability Services, can qualify if enrolled in a minimum of six credits.~~
- c. ~~—~~ This enrolment must be maintained throughout the term.
- d. ~~c.~~ Eligible students must have a CGPA of 2.00. First-term students without a Langara CGPA are also eligible.
- e. ~~d.~~ Completion of the course(s) in which they are tutoring with an appropriate grade point average, as determined by the Department.

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

## 25. APPENDIX XXIV RESPECTFUL WORKING ENVIRONMENT

*Renew: according to indicated strikethroughs and bold*

### 1. Preamble – no change

....

### 2. Mandate

~~The parties agree that, in addition to the educational and training programs currently offered by the employer, they will jointly develop and offer mandatory educational and training programs, designed to:~~

**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 the their resources and responsibilities with respect to interpersonal conflict and bullying; and

(iii) actively promote the development and maintenance of a respectful workplace environment.

### 3. Committee Timelines

~~The parties will establish a Respectful Workplace Committee consisting of two (2) union appointees and two (2) employer appointees. The Committee will begin meeting by May 1, 2013 and will complete their duties by June 30, 2013. The dates may be extended by mutual agreement.~~

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

## **26. NEW APPENDIX ECE WAGE ENHANCEMENT**

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

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

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

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

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

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## **27. NEW APPENDIX – NOTICE OF SHIFT CANCELLATION FOR TEMPORARY INTERPRETERS AND TRANSCRIBERS**

### **LETTER OF UNDERSTANDING**

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

**1. Ongoing Assignments** - Assignments for which Interpreters and Transcribers are scheduled on a regular and on-going basis throughout the semester:

- a. For the term (13 to 16 week course); or
- b. A minimum of 36 hours  
Example: A Continuing Studies course that is 1 evening (3 hours) per week for 10 weeks  
= 40 hours (4 hour minimum daily pay)

**2. One-time Assignments**

a. Assignments for which Interpreters and Transcribers are scheduled for one-time only.  
Examples:

- i. Appointments on campus/accessing campus services such as ~~Disability~~ Accessibility Services, Counselling, Registrar's Office, Financial Aid, Continuing Studies, etc.
- ii. Course-related meetings such as instructor meetings, student group projects.
- iii. Quizzes or exams that occur outside of the regular class time.
- iv. On-campus events such as information sessions, graduation, career fairs, etc.
- v. College sanctioned events that are off-campus such as a class field trip.
- vi. Substitute work i.e., subbing one or more classes for another Interpreter/Transcriber who has an ongoing assignment.

b. A single class during an ongoing assignment may be considered a "one-time" assignment if:

- i. a class is cancelled by the instructor; or
- ii. the student is unable to attend due to illness or other reason.

c. A course that is less than 36 hours such as a two-day weekend Continuing Studies course.

**3. Cancellation of Ongoing Assignments:**

- a. In the event that an ongoing assignment is cancelled by Accessibility Services with two weeks (14 calendar days) notice, there will be no compensation.
- b. In the event that an ongoing assignment is cancelled by Accessibility Services with one week (7 calendar days) notice, the College shall provide one week of written notice and pay-in-lieu of notice equivalent to one week based on the number of hours the Interpreter/Transcriber was scheduled for the assignment.

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

**4. Cancellation of one time assignments:**

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

**28. [NEW] APPENDIX MOA re ERP STAFFING AND EXPRESSION OF INTEREST**

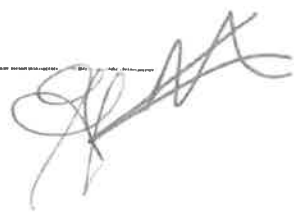
WHEREAS the College intends to introduce a new Enterprise Resource Planning system (ERP) and requires Bargaining Unit staff from Finance, IT, Student Services and Payroll to be reassigned to a project team to directly support phases of the project; and

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

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

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

1. In the assignment of support staff to project teams, Workstream Leads will select team members based on suitability and fit, as well as knowledge, skills and abilities necessary for the work. As this is a re-assignment of work, there is no need to post these opportunities pursuant to Article IV – Notification of Vacancies.
2. Where there is more than one incumbent in a job classification that is designated for working on the project, the College will canvass interest in the opportunity to participate as Subject Matter Experts (SME's) or Leads (see Appendix I for role definitions), from the designated employee group, in the form of an informal Expression of Interest.
  - a. The Expression of Interest template will include the following information:
    - i. Description of the project, role and responsibilities
    - ii. Duration of the assignment





- iii. Knowledge, skills and abilities required
- iv. Additional information (if applicable)
- v. How to indicate your interest

3. Where there is a sole incumbent in the identified classification, the Workstream Lead will directly approach the selected individual to join the ERP Project. An Expression of Interest is not necessary in these instances.

4. Notwithstanding Article XIII. D – Acting in a Senior Capacity, SMEs or Leads assigned to the Project at full-time (100%) may receive additional compensation of two (2) pay steps, if the project work required exceeds the scope of the incumbent's home position. The College will determine whether project responsibilities exceed the job scope, thereby applying additional compensation. If applicable, this shall be noted on the Expression of Interest or, in the case of a sole incumbent, made known to the individual.

5. Project participants, who may participate in discussions, training or other project related activities but not designated as SMEs or Leads, or any other formalized role, are not eligible for additional compensation or backfilling.

6. In order to maintain a base level of operations the College will designate which positions will be subject to backfilling and will discuss with the Union any decisions not to backfill. The backfilling of vacated positions will follow normal recruitment protocol subject to Article IV – Notification of Vacancies.

7. Unless explicitly stated above, all other provisions under the collective agreement remain unchanged.

8. This agreement and Expression of Interest concept shall be in effect for the duration of the ERP project and shall be limited only to activities related to the ERP project, unless mutually agreed upon. The anticipated timeframe is anticipated to be from mid-October 2018 to mid-2021, with the possibility of extension, by mutual agreement.

Signed October 4, 2018

## **29. [NEW] APPENDIX LOU re LEAP INSTRUCTORS TRANSFER INTO BARGAINING UNIT**

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

**Whereas, the parties seek to ensure a smooth transition of employees on record as of date of ratification into the bargaining unit;**



The following sets out the framework for this transition:

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

**2. Length of service**

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

**3. Seniority**

Regarding seniority, it will be agreed to as follows:

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

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

Name (Last, First)	Seniority date

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

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

*Insert date of ratification*

**30. [NEW] SCHEDULE "D" RE: INCLUSION OF LANGARA ENGLISH FOR ACADEMIC PURPOSES (LEAP) INSTRUCTORS IN THE BARGAINING UNIT**

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



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

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

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

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

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

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

1. LEAP instructors reporting for work at the call of the College shall receive their regular hourly wage for the entire period of work, with a minimum of two (2) hours pay for each call out, unless the Instructor is unfit to work and/or if they do not meet the WorkSafe BC Health and Safety Regulations.
2. ANNUAL VACATION
  - a. Annual vacation is granted for service during the calendar year from January 1 to Dec 31 and is to be taken in the year in which it is earned unless otherwise provided in the Article or mutually agreed upon.
  - b. Scheduling of vacation shall be in accordance with Article XVIII A. 5 and will, as stated, take into consideration the commitment of the College, the needs of the department and

the desires of the individual, including the ability to schedule vacation during any session. Notwithstanding these principles, annual vacation generally shall be taken during non-teaching periods where the CS LEAP classes are not in session. If vacation requests fall during scheduled teaching periods then it must be scheduled in one week blocks unless mutually agreed to otherwise. Approval of all vacation schedules is the responsibility of the appropriate Administrator. Such approval will not be unreasonably withheld.

- c. The annual vacation entitlement of a permanent employee, if the required service can be completed within the calendar year, is as follows (pro-rata for part time employees):
  - i. Less than one (1) year – ten (10) working days and pro-rata;
  - ii. One (1) to five (5) years inclusive – twenty-five (25) working days;
  - iii. Six (6) years and over – thirty (30) working days.
- d. A temporary employee filling a position which has been posted in accordance with Article IV of this collective agreement is entitled to vacation as provided for in this provision.

#### **4. 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**

*Not to be included in the Collective Agreement, effective September 1, 2020 the following health and welfare benefits level changes subject to governance of the insurance plan:*

- *Pay direct drug card*
- *Voluntary generic substitution prescription drug plan*
- *With respect to Basic Life, increase the benefit formula from 100% of annual salary up to \$200,000 to 300% annual salary up to \$400,000 in order to match with CUPE Basic Life Article XIV K*
- *With respect to Accidental Death and Dismemberment (AD&D), increase the benefit formula from 100% of annual salary up to \$200,000 to 300% annual salary up to \$400,000 in order to match with CUPE AD&D Article XIV K.*

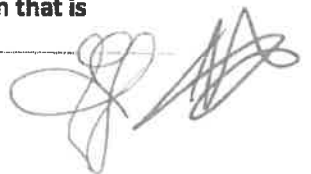
#### **b. Short Term Disability Insurance**

**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 XIVM, 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.

## **5. 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.

## **6. LAYOFF AND RECALL**

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

### **A. LAYOFF**

#### **1.**

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



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

- b. During their notice period, an employee subject to layoff may retroactively apply for a posted vacancy which had closed prior to the date they received notice of lay off, provided the position had not been filled. If the employee is appointed, their salary will be protected in accordance with A.1.c.
- c. A permanent employee, assuming a position in a lower paygrade, shall have their then current salary protected and shall receive increments and general wage increases as they occur. Should a permanent employee assume a less than full time position, their salary shall be on a pro rata basis.

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

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

**2.**

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

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

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



calculated from their original start date.

3. Should the employee in the affected position be a temporary employee, they shall have the right to displace another temporary employee in the LEAP Instructor group with less full-time equivalent service with the College, in a position for which the affected employee possesses the ability to perform the work currently required of the position.
4. Employees displaced in accordance with the foregoing shall be subject to the same conditions as set out above.
5. An employee not appointed to another position in accordance with the foregoing shall be laid off and shall be entitled to notice or pay in lieu thereof on the following basis:
  - a. Temporary employee - two (2) weeks notice upon the completion of at least six (6) consecutive months of employment and after the completion of three (3) consecutive years of employment, one (1) additional week's notice and for each subsequent completed year of employment, an additional one (1) week's notice up to a maximum of eight (8) weeks notice.
  - b. Probationary employee two (2) weeks notice upon the completion of at least six (6) consecutive months of employment.
  - c. Permanent employee a minimum of one (1) month's notice and, after the completion of five (5) consecutive years of employment, two (2) months notice.

#### **B. TRIAL/FAMILIARIZATION PERIOD**

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

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

#### **C. RECALL**

1. Should work or a vacancy become available, permanent employees who have been laid off for a period of twelve (12) consecutive months or less are subject to recall and shall be recalled in the order of their seniority, provided they have the ability to perform the work made available to them. Where all permanent employees have had the opportunity of recall, probationary employees who have been laid off for a period of twelve (12) consecutive months or less shall be recalled in the order of their length of service, provided they have the ability to perform the work made available to them.

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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.

**7. 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*

**32. [NEW] APPENDIX LOU re CS LEAP FTE CHANGES, WORKLOAD, SCHEDULING, AND ADDITIONAL WORK**

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

**1. Change of FTE for Permanent Instructors**

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

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

**2. WORKLOAD**

- (a) LEAP instructors' workload will consist of instructional and non-instructional duties.
- (b) An instructional load shall include an assigned schedule of instructional hours, which may include evening or weekend assignments.
- (c) A one full-time equivalent (1.0 FTE) teaching schedule shall be comprised of thirty-five (35) paid hours per week each session. The weekly schedule for a 1.0 FTE shall be sixteen (16)

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hours of in-class teaching and nineteen (19) hours of non-instructional duties associated with sixteen hours (16) of in-class teaching and other departmental work as required.

- (d) An eighty-two and one quarter percent (0.825) FTE teaching schedule shall be comprised of twenty-eight and eight hundred and seventy-five thousandths (28.875) paid hours per week each session. The weekly schedule for a 0.825 FTE shall be twelve (12) hours of in-class teaching and sixteen and eight hundred and seventy-five thousandths (16.875) hours of non-instructional duties associated with twelve (12) hours of in-class teaching and other departmental work as required.
- (e) The parties agree that the non-instructional duties may occur at a time and location of the instructors' discretion subject always to the needs of the curriculum, students and department as they occur.

### 3. SCHEDULING

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

### 4. ADDITIONAL WORK

- (a) Substitute teaching and other instructional work (e.g. workshops) is considered to be additional work and paid at the normal hourly rate in accordance with the following ratio 1:1.33. Time sheets for the additional work will show as 1.33 for each hour, i.e. one hour of instructional time and twenty (20) minutes delegated to prep for every instructional hour. For example, if a LEAP Instructor subs for 2 instructional hours then they will be compensated for 2.66 hours, i.e. 2 hours and 40 minutes in recognition of the instructional hours and the associated additional work related to the instructional substitution. Access to this work will be as per #5. Where employees



swap instructional times then no additional compensation will occur and the administrator advised.

- (b) For substitute teaching assignments over 3 consecutive days, the instructor shall receive a rate of pay based on the FTE of the instructor they are replacing.
- (c) In the extraordinary circumstances when a substitute instructor cannot be procured and classes are combined, the instructor will be paid regular hours and an additional 0.33 for each hour of combined class time. For example, if class is combined for 2 instructional hours, the instructor will be compensated for an additional 0.66 hours, i.e. 40 minutes in recognition of the associated additional work related to the combined class.
- (d) Where the College deems additional work to be available, then it will be awarded as per #5 and treated on a 1:1 ratio for all additional work. Should a full time FTE take on additional work then it will be compensated on a 1:1 ratio for all additional work hours.

#### **5. PREFERENCE FOR HOURS – PERMANENT PART-TIME EMPLOYEES**

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

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

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

**Insert date of ratification**

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## SCHEDULE B

### 1. ARTICLE IV – NOTIFICATION OF VACANCIES

1. The College agrees that before filling any
  - a. permanent position, or
  - b. temporary vacancy covered by this agreement anticipated to exceed three (3) months,notice of such vacancy shall be posted **electronically on the College system and accessible through the website, for a minimum of seven (7) calendar days.** ~~A permanent position shall be posted for a minimum of ten (10) working days and a temporary position shall be posted for a minimum of seven (7) working days.~~

~~Effective January 2015,~~ the The College shall retain copies of all job postings for a period of not less than twenty-four (24) calendar months. Such postings shall be provided to the Union upon request.

2. Should a temporary position which was not required to be posted in accordance with the foregoing ultimately exceed, or at any time be expected to exceed three (3) months, it shall be posted at that time. While the position is being filled, the employee may remain in this temporary position for a reasonable transitional period.
3. Should a posted temporary vacancy ultimately become permanent, it shall be re posted at that time.
4. A notice of vacancy shall be compatible with, and essentially represent the current job description of the available position and will include:
  - ~~a complete statement of the duties and responsibilities~~ **position summary and desirable qualifications for the position, with full job description available upon request**
  - a statement that "an equivalent combination of education and experience may be considered",
  - classification title,
  - current work location (without prejudice to the right of the College to transfer employees),
  - hours and days of duty,
  - salary range and any particular premiums associated therewith,
  - competition closing date,
  - statement that Langara is committed to enhancing our diverse workforce,
  - where the available position is "Temporary" the notice shall so specify stating the anticipated duration of employment.
5. The College in determining the superior candidate in the selection process, may utilize various selection tools including applicant testing. Candidate testing will be consistent with the job description.
6. ~~Upon the prior written request of the employee, the College is obligated to send by mail or e-mail to confirmed address notices of posted job vacancies occurring during an authorized leave of absence.~~
7. ~~The College shall mail to the confirmed addresses of all laid-off permanent employees subject to recall, all notices of vacancies referenced herein.~~

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

*Consequential change:*

## **ARTICLE VIII – EMPLOYEE RIGHTS**

### **A. Job Description**

~~The College shall provide to each employee at the time of hiring, promotion, or upon request, a description of the duties and responsibilities applicable to their position. The College will post a copy of all the employee's current position descriptions and job rating sheets on the College website.~~

*Renumber remainder of article*

## **ARTICLE XI WORKING CONDITIONS H: PROMOTION OR TRANSFER**

### **H Promotion or Transfer**

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

2. In filling job vacancies pursuant to Article IV of this agreement, first consideration shall be given to qualified internal applicants **who apply within 7 calendar days of the posting of notification of vacancy.** ~~If no qualified internal candidates apply, the College shall then consider qualified outside applicants. (For former temporary employees see Article III 7 g.)~~

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

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

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

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



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

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

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

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

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

11. When a position requires an employee to have certification in First Aid, Fire Abatement, WHMIS or CPR, the employee will be given ninety (90) days to acquire the certification. This provision will not apply when the College is legally required to comply continuously with a legal requirement.

12. The College is committed to career development of its' employees. In this spirit, the College will provide reasonable training and upgrading to deal with specific technology for College positions.

13. For the purposes of filling vacancies, Employees with less than eight hundred and fifty (850) hours worked will be deemed to be ~~"outside applicants"~~ external for the purposes of Article XI.H.2.

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

## **2. APPENDIX XX LOU re STAND-BY, REMOTE CALL-OUT AND CALL-BACK**

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

~~Stand-by~~ These provisions are being introduced with the mutual intent of providing:

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

The intent of this letter of understanding is to ensure that the parties are confident that this proposal

meets the above referenced objectives. ~~Either party may give 60 days' notice of their intent to cancel this letter of understanding.~~

#### **Stand-by**

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

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

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

#### **Stand-by Scheduling**

3. Employees will be scheduled to be on stand-by for a period up to seven (7) consecutive calendar days (Monday to Sunday). The employer will ensure the employees receive two (2) weeks clear of standby per month, except by mutual agreement between the employee and the college or by means of scheduled trades between employees with approval of their Administrator.
4. The trading of shifts between qualified employees may occur with the approval of their Administrator.
5. The College shall designate Stand-by periods. The College will post the stand-by schedule at least ten (10) working days in advance. The standby scheduling will be rotated equitably between all employees within a workgroup. Seniority shall be applied in determining the rotation preference for the standby schedule in conjunction with knowledge, skills and abilities (KSAs).
6. An employee which has an approved scheduled vacation shall not be scheduled for Stand-by duty by the College, without the consent of the employee.

**Emergency:** a situation that is unplanned, unexpected and poses significant risk to the College, systems or information requiring immediate IT intervention or response. In emergency situations, it may be necessary for the College to request an employee who was not previously scheduled, to be on Stand-By in order to respond to significant and unplanned emergencies as they arise. Such employee may be

identified based on the nature of the emergency and the skills, expertise and position of the employee. Employees are expected to make a reasonable effort to respond to emergency stand-by and call back.

#### Remote Call-Out

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

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

#### Call-Back

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

1. When an incident cannot be attended to remotely and the employee is required at the call of the College to return to the worksite, the normal compensation provisions for overtime Art XI.E and F shall apply.
2. The provisions of Article XI G do not apply when a stand-by employee is on a call-back.
3. An employee required to attend to a Call Back that ends within eight (8) hours of their regular scheduled work will be entitled to eight (8) clear hours of rest prior to commencing work on their normally scheduled day of work

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



### 3. [NEW] APPENDIX - SERVICE IMPROVEMENT TRAINING FUND

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

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

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

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

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

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

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

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

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

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

