Employer Proposal

Date: June 9, 2023

Time: 6'45 pm

MEMORANDUM OF AGREEMENT

between the

LANGARA COLLEGE

(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 15 (CUPE)

(hereinafter called "the Union")

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

AND

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

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

1. Previous Conditions

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

2. Term of Agreement

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

3. Effective Dates

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

4. Schedule "A"

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

5. Schedule "B"

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

6. Ratification

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

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

Signed this 9th day of June, 2023.

BARGAINING REPRESENTATIVES	BARGAINING REPRESENTATIVES
THE FOR THE EMPLOYER:	FOR THE UNION:
Mysshratore	Alshson
Luisa Liberatore, PSEA, Spokesperson	Gail Johnson, CUPE Local 15, Spokesperson
P.D. Mistry	CO X X
Parizad Mistry	Rose Palozzi
	ai
Pablo Vargas	Adrian Livesley

Patricia Baker	Steven Brouse
Shannon Eeckhout	Sophie Bennett

Schedule "A"

1. Wage Increase

SCHEDULE "B"

Schedule of Wage Rates

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

General Wage Increase

- (a) Effective the first day of the first full pay period after April 01, 2019 *, all annual rates of pay which were in effect on March 31, 2019 shall be increased by two percent (2%). Effective April 01, 2022, all wage rates which were in effective on March 31, 2022 shall be increased by 25 cents per hour. The resulting rates of pay will then be increased by a further 3.24%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.*
- (b) Effective the first day of the first full pay period after April 01, 2019*, all annual rates of which were in effect on March 31, 2019* for the CS LEAP Instructors shall be increased by two percent (2%). Effective April 01, 2023, all wage rates which were in effect on March 31, 2023 shall be increased by 6.75%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable. (note: this increase includes the COLA amount of 1.25% in addition to 5.5% general increase).*
- (c) Effective the first day of the first full pay period after April 01, 2020*, all annual rates of pay which were in effect on March 31, 2020* shall be increased by two percent (2%). Effective April 01, 2024, all wage rates in the collective agreement which were in effect on March 31, 2024 shall be increased by 2%. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective the first day of the first full pay period after April 01, 2021, all annual rates of pay which were in effect on March 31, 2021 shall be increased by two percent (2%). The above wage increases may be adjusted pursuant to Letter of Understanding #XX Re: Cost of Living Adjustment.

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

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

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

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

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

24

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

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

New wage scale for Student Aide:

uly 1, 2022	June 1, 2023	July 1, 2023	July 1, 2024
16.42	\$16.75	\$17.52	\$17.87*
SWI	Min Wage	GWI on July 1, 2022 rate	GWI (plus COLA as per LOU)
		·	WI Min Wage GWI on July 1,

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

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

LEAP INSTRUCTOR PAY GRID

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

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



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

2. Cost of Living Adjustment

Letter of Understanding #XX Re: Cost of Living Adjustment

Definitions

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

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

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

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

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

COLA

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

April 2023

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

April 2024

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



3. Service Improvement Fund

Amend Appendix XXX Service Improvement Fund as follows:

APPENDIX XXX

LETTER OF UNDERSTANDING #21

SERVICE IMPROVEMENT TRAINING FUND

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

- Article XVIII-18 General Provisions F: Career Development
- Schedule "C" I: Training Committee

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

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

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

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

The funding amounts will in accordance with the following schedule:

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

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

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

NEW Letter of Understanding: Hard to Recruit Support Staff Positions

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



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

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

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

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

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

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

4. Flexibility Allocation

A. NEW LOU Re: Employee Wellness Fund

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

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

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

Criteria:

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

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

Process:

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

Eligible expenses:

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

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

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

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

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



IT Position	Current IT	Annual	Bi-weekly
	Pay Grid	LMAS	LMAS
Developer	F	\$7,500	\$288.46
Lead Business Analyst	I	\$7,500	\$288.46
Lead End-user Computing	I	\$7,500	\$288.46
Lead Infrastructure	I	\$7,500	\$288.46
Lead, Quality Assurance		\$7,500	\$288.46
Quality Assurance Analyst	G	\$7,500	\$288.46
Senior Database Administrator	ı	\$7500	\$288.46
Senior Developer	Н	\$7,500	\$288.46
Senior Systems Administrator	Н	\$7,500	\$288.46
Senior Workday Application Developer	1	\$7,500	\$288.46

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

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

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

For example:

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

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

"Gail Johnson" --- "Jane Mason"

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

For example,

APPENDIX-VII

LETTER OF UNDERSTANDING #7

PRE-RETIREMENT - REDUCED WORK WEEK

6. Term of the agreement

Amend Article I and Appendix V as follows:

1 Term of Agreement

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

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

7. Outstanding LOUs:

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

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



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

 APPENDIX XXVIII LETTER OF UNDERSTANDING LEAP INSTRUCTORS TRANSFER INTO BARGAINING UNIT

8. Article 3 Definitions and Coverage for Employee Benefits

III 3 DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

5. Permanent Employee An employee who has been appointed to permanent staff by the College following eight hundred and fifty (850) hours of satisfactory work with the College. Permanent appointments of less than full-time may be made with the prior approval of the Union. The Union shall provide a response within ten (10) business days a reasonable time. In the absence of a response, within ten (10) business days, the College may proceed with position creation. Approvals shall not be unreasonably withheld. The College will endeavour to create permanent full time positions where possible. The College will provide CUPE with information when requested on permanent full time and part time positions created at the College. A permanent employee is entitled to all employee benefits provided by the Agreement.

9. Job Evaluation

Amend Article X.C and D as follows:

¥ 10 JOB EVALUATION

C Job Evaluation Terms of Reference

- 1. Job evaluations will be carried out within the following terms of reference:
 - a. In evaluating a job, comparison is limited to the factors, degrees and definitions contained within the Plan.
 - b. Whether or not the various factors of the job and its accrued points fall substantially within the Category in which it is located.
 - c. Whether or not the duties, responsibilities or other aspects of the job have changed sufficiently to warrant a new or revised Category.
 - d. Whether or not the rate of pay recommended for a new or revised Category is proper and bears a realistic and acceptable relationship when compared to other jobs of equal value within Langara College.
 - i) For those jobs for which the College and/or the Union find that the factors or factor degrees of the Plan do not recognize or acknowledge the unique characteristics or circumstances of a new job or a significantly changed job having unique characteristics or circumstances, the parties will meet to discuss the creation of an anomaly.





- In such circumstances an external salary review will be conducted. This ii) extraordinary salary review will be limited to rates of pay currently valid within colleges and institutes in the lower mainland, or where no valid comparisons exist, with rates of pay currently valid within the public sector of British Columbia.
- iii) Requests for the creation of anomalies and the related external salary review may be initiated by the Union or College and are limited to no more than two percent (2%) of employees or individual jobs within the bargaining unit in any calendar year.
- iv) Should the parties fail to agree on a rate of pay for the anomalous job, the matter shall, within fifteen (15) working days, be discussed informally between the Manager, Human Resources Director, Human Resources and the Staff Representative, or their respective delegates, and an effort made to resolve the matter. This step shall not exceed fifteen(15) working days.
- v) If agreement is not achieved, the matter of rates may be referred, within thirty (30) working days to John Kinzie Chris Sullivan or a substitute agreed by the parties, for final and binding determination.
- Such adjustments shall be recognized as special anomalies and would not allow vi) for/become grounds for appeal by either party for other jobs or job categories.
- e. If as a result of a job review, any change is to be made, such change shall be effective the first day of the bi-weekly pay period closest to the date of receipt of the completed PDQ by the employee's Supervisor.
- Upon such a change to a higher Category, the salary of the employee shall be in the same relative job on the new scale as it was on the old one, without change of increment date.
- g. An employee in a job which is downgraded as a result of a job review, shall have their salary protected at the original pay grade and will continue to receive annual increments (as applicable) and any general wage increase. Anyone subsequently hired into the job will be hired at the new applicable pay grade.

D Re-examination Process

- 1. Within fifteen (15) working days of the Union receiving the results under ¥ 10.B.4., the Staff Representative may request a re-examination of the review by designated Employee Representative(s) with the party who has evaluated the job. The Human Resources Representative will make recommendation to the Manager, Human Resources Director, Human Resources who will then convey a written decision in the matter to the Union. Such reconsideration, recommendation and decision process shall be completed within thirty (30) working days.
- 2. If agreement is not achieved, the matter may be referred, within thirty (30) working days of the expiration of X 10.D.1., to John Kinzie Chris Sullivan or a substitute agreed by the parties for final and binding determination.
- 3. The Union shall be responsible for advancing the matter to each succeeding step of the procedure and shall do so by notifying the College in writing within the time limits prescribed. If such notice is not given, the matter shall be deemed to be abandoned and all future recourse under this collective agreement shall be at an end. The time constraints in this Article may be extended by mutual agreement. Such extensions, however, must be supported by serious argument and either party has the right to refuse an extension of time.

10. Employee Benefits

Article 14 Employee Benefits H. Health Insurance

- 1. Extended Health Plans
- a. The College contributes one hundred percent (100%) of the premium for Extended Health Benefit coverage in accordance with the terms of the contract with the insuring company for those permanent employees who elect to participate.
- b. Optical care insurance to a maximum of five hundred dollars (\$500.00) per two (2) years payable is provided in accordance with the terms of the contract with the insuring company. The College will contribute toward the premium cost for optical care insurance in the amount of one hundred percent (100%) of the monthly premiums.
- c. Eye examinations shall be reimbursed to a maximum of \$75.00 every two (2) years. Effective September 1, 2020, coverage for eye examinations will increase to \$100 every two (2) years.
- d. Coverage for orthotics to a maximum of two hundred dollars (\$200.00) payable per year. Effective January 1, 2024, coverage for orthotics will increase to a maximum of four hundred dollars (\$400) payable per year.
- e. Extended Health Benefits shall include the following:
 - i) Total lifetime coverage level will be unlimited.
 - ii) Reimbursement level on claims will be 95%.
 - iii) Hearing Aid benefit claims will be to a maximum of \$600 every five (5) years. Effective September 1, 2020 coverage for hearing aids will increase to \$1000 every three (3) years.
 - iv) Health and Welfare benefits coverage will cease on the day that an employee's employment terminates.
- f. Employees should consult the benefits booklets on the website for more details regarding health insurance provisions.

2. Dental Plan

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

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

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

- h. Prosthetics, Crowns and Bridges (Plan B) paying for 50% of the approved schedule of fees. Effective January 1, 2024, the reimbursement level will increase to 70%.
- Orthodontics (Plan C) paying for 50% of the approved schedule of fees up to a lifetime maximum of \$2,500.00.
- Employees should consult the benefits booklets on the website for more details regarding health insurance provisions.
- 3. The College will contribute toward the premium cost of dental plan insurance in the amount of one hundred percent (100%) of the monthly premium.

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

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

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

11. Gratuity Plan

XIV 14 EMPLOYEE BENFITS O GRATUITY PLAN

1. Accumulation

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





one (1) day - for no absence through illness;

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

For a partial day of absence due to illness the gratuity day will be accrued on a pro-rata basis, e.g. for five (5) hours of absence due to illness, two (2) hours of gratuity will be accrued; three (3) hours of absence due to illness, four (4) hours gratuity will be accrued.

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

Effective January 1, 2024, gratuity credits are based on the calendar year. For the purposes of accumulation of gratuity credits, the year shall be divided into four distinct periods: January 1 to March 31, April 1 to June 30, July 1 to September 30, October 1 to December 31, all dates inclusive. For each period described above, an employee shall be given 0.50 days for each of the periods worked. Gratuity credits are cumulative to a maximum of one hundred twenty (120) days.

Remainder of language under 14.0 unchanged.

12. Absence from Duty

Amend Article XV as follows:

XV 15 Absence From Duty

- A Sickness and Injury
- 1. Non Occupational Sickness and Injury
- h. Where the College requires requests a medical note under f. and g. above, cost of such certificate will be reimbursed by the College.

M. Gender Affirmation Leave

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





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

O. Other Leaves

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

13. Supplemental Employment Benefit (SEB)

Article 15 Absence from Duty

- F: Maternity and Parental leave
- 18. Supplemental Employment Benefit (SEB)

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

- a. For the first week of maternity leave following the birth of their child, the employee shall receive one hundred percent (100%) of their salary at the time of commencement of maternity leave.
- b. For an additional six (6) weeks of the maternity leave the employee shall receive an amount equal to the difference between the maternity El Benefits and one hundred percent (100%) of salary at time of commencement of maternity leave.
- c. The employee may be eligible to an additional six (6) weeks of top-up to the maternity El Benefits to one hundred percent (100%) of salary (at time of commencement of maternity leave), subject to proof from a qualified medical practitioner of a disability due to a valid health related condition related to the birth or the termination of the pregnancy.
- (a) For the first week of leave an employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Maternity Employment Insurance benefits and eighty-five percent (85%) of their salary calculated on their average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological, adoptive or legally recognized parent shall receive an amount equal to the difference between the Standard

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

- (d) If the biological, adoptive or legally recognized parent elects the Extended Parental El Benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under Article 15.F.(c) when the employee opts for thirty-five (35) week El benefit, spread out and paid over the 61-week period. Payroll will make this calculation.
- (f) The average base salary for the purpose of Article 15.F.18 (a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty six (26) weeks for the purpose of calculating the average base salary.

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

An employee may opt to utilize sick leave benefits instead of applying for benefits under this plan provided they can verify that their absence is due to a valid health related condition, and that they are unable to attend at work to perform their duties.

An employee shall not be prohibited from utilizing sick leave credits prior to or subsequent to, a period of maternity leave with supplemental benefits payable in accordance with this clause.

To receive the Supplemental Employment Benefits (SEB), the employee shall provide the College with proof of receipt of El Benefits.

For the purposes of this Article, salary means salary at time of commencement of maternity leave.

For part time employees, it shall be based on their salary averaged over the previous twenty-six (26) weeks.

Repayment of the Supplemental Employment Benefit (SEB)

- (a) To be entitled to SEB as noted above, an employee must sign an agreement that they will return to work (provided there is reasonable expectation of work) and remain in the Employer's employ for a period of the duration of the leaves taken, or six (6) months, whichever is less, exclusive of leave taken pursuant to Article 15.F.4 and 6, after their return to work. Should the employee fail to return to work for a period of the duration of the leaves taken or six (6) months, whichever is less, the employee shall reimburse the Employer for the SEB on a pro rata basis. Should a repayment be required, any monies owing will be deducted from the employee's pay, if available, otherwise the employee will be invoiced.
- (b) The above (a) does not apply to an employee while they are on a leave under Article 15.F.4 and 6. However, the above (a) will apply once the leave under Article 15.F.4 and 6 has ended.



14. Hybrid Work Location Program

New Letter of Understanding regarding Hybrid Work Location Program

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

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

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

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

15. Schedule D

Amend SCHEDULE "D" as follows:

SCHEDULE "D"

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

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

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

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

The Parties therefore agree that effective the date of ratification. The following shall apply to LEAP Instructors:

- A. The provisions set out in the Collective Bargaining Agreement between Langara College and CUPE Local 15 and its renewal, shall apply, except for the following Articles:
 - Article **III 3.**9 Retirement for Pension Purposes
 - Article X 10 Job Evaluation
 - Article XI 11.B Days of Work
 - Article XI 11.D Shift Work

1

- Article XI 11.E Preference for Additional Hours (old Schedule C J)
- Article XI 11.F and 11.G Overtime and Overtime Meal Periods and Allowances
- Article XI 11.H -- Minimum Daily Pay
- Article XIV 14.A.1 Annual Vacation
- Article XIV 14.B Vacation in Year of Retirement
- Article XIV 14.C.5 General Holidays, Stat Pay-in-Lieu for Time-sheeted Employees
- Article XIV 14.F Pension (Superannuation)
- Article XIV 14.G Deferred Savings
- Article XIV 14.H Health Insurance, Extended Health and Dental
- Article XIV-14.M, N, P, and R Short Term Salary Indemnity, Long Term Salary Indemnity,
 Voluntary Life Group of Coverage
- Article XIV 14.0 Gratuity Plan
- Article XVII 17 Layoff and Recall
- Appendix | Letter of Understanding #1 Compressed Work Week
- Appendix III Letter of Understanding #3 Permanent Term Positions
- Appendix XVIII Letter of Understanding #14 Standby, Remote Call-Out and Call Back

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

- B. The following provisions shall apply for LEAP instructors, and supersedes language for similar provisions in the Collective Agreement:
 - LEAP instructors reporting for work at the call of the College shall receive their regular hourly
 wage for the entire period of work, with a minimum of two (2) hours pay for each call out, unless
 the Instructor is unfit to work and/or if they do not meet the WorkSafeBC Health and Safety
 Regulations.

2. ANNUAL VACATION

- a. Annual vacation is granted for service during the calendar year from January 1 to Dec 31 and is to be taken in the year in which it is earned unless otherwise provided in the Article or mutually agreed upon.
- b. Scheduling of vacation shall be in accordance with Article XVIII 18.A. 5 and will, as stated, take into consideration the commitment of the College, the needs of the department and the desires of the individual, including the ability to schedule vacation during any session. Notwithstanding these principles, annual vacation generally shall be taken during non-teaching periods where the CS LEAP classes are not in session. If vacation requests fall during scheduled teaching periods then it must be scheduled in one week blocks unless mutually agreed to otherwise. Approval of all vacation schedules is the responsibility of the appropriate Administrator. Such approval will not be unreasonably withheld.
- c. The annual vacation entitlement of a permanent employee, if the required service can be completed within the calendar year, is as follows (pro-rata for part time employees):
 - i. Less than one (1) year ten (10) working days and pro-rata;
 - ii. One (1) to five (5) years inclusive twenty-five (25) working days;
 - iii. Six (6) years and over thirty (30) working days.





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

3. GROUP BENEFITS

- a. In accordance with the terms of the contract for LEAP instructors with the insuring company, the College contributes one hundred percent (100%) of the premium costs for the following benefits plans:
 - i. Extended Health Benefit
 - ii. Dental Health Benefit
 - iii. Accidental Death and Dismemberment
 - iv. Group Life Insurance

b. Short Term Disability Insurance

Effective October 1, 2020, Article XIV M: Employee Benefits Short Term Salary Indemnity and Article XIV.T.3 — Continuation of Benefits While on STD shall apply. As per the Article XIV.M, the premium cost of short term salary indemnity coverage shall be borne entirely by the employee and shall be paid by means of payroll deductions.

c. Long Term Disability Insurance

The current LEAP LTD plan shall apply as follows:

- i. All eligible employees who work half time or more, on appointment to permanent staff, shall participate in the long term disability plan that is provided in accordance with the terms of the contract with the insuring company.
- ii. The premium cost of long term disability coverage shall be borne entirely by the employee and shall be paid by means of payroll deductions.

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

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

4. PENSION

- Retirement for Pension Purposes
 The minimum and maximum retirement age for pension purposes shall be in accordance with the College Pension Plan Rules.
- LEAP instructors shall contribute to the College Pension Plan. The College contribution will be paid
 only when the employee is in receipt of pay. Details may be obtained online on the College's
 website. Eligibility and enrolment is subject to the provisions of the Public Sector Pension Act and
 College Pension Plan Regulations.



5. LAYOFF AND RECALL

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

A. LAYOFF

1.

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

Where a permanent employee elects to displace another employee with less service seniority, they shall endeavour to notify the employer as soon as possible but, in any event, not later than five (5) ten (10) working days after receiving layoff notice. prior to the expiration of their notice period.

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

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

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

2.

a. Should the employee in the affected position be a probationary employee, they shall have the right to displace another probationary employee in the LEAP Instructor group with less full-time equivalent service with the College, in a position for which the affected employee possesses the



ability to perform the work currently required of the position. Should no such position be available, a probationary employee shall have the right to displace a temporary employee in the LEAP Instructor group, provided they possess the ability to perform the work currently required of the position.

b. If a probationary employee, who has worked less than four hundred and twenty-five (425) hours of their probationary period, displaces another probationary or temporary employee they shall be required to complete a full probationary period in the new position.

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

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

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

B. TRIAL/FAMILIARIZATION PERIOD

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

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

C. B. RECALL

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

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

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

- * These rates will be amended as per Schedule B General Wage Increase
- ** Based on a Full Time LEAP Instructor and rounded to nearest dollar

16. Bereavement Leave

Article 15

D Bereavement

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

Page 24 of 27

Langara-CUPE Memorandum of Agreemer



or in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent in law or grandparent, shall be granted without loss of pay for a period not to exceed five (5) working days.

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

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

5....**2.**

- a. Request for leave under clauses XV-15 D.1 herein shall be submitted to the department head or delegate who will confirm and approve the appropriate number of days required in each case.
- b. An employee who qualified for emergency leave without loss of pay under clause XV 15 D.I herein shall be granted such leave when on annual vacation as verified by the department head or delegate. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation shall not be entitled to such emergency leave without loss of pay.
- 6. 3. With the approval of the department head or delegate, leave of up to one half (1/2) day, without loss of pay, is allowed in order to attend a funeral or service as a pallbearer or a mourner, but not in addition to be eavement leave.

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

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

age **25** of **27**

Langara-CUPE Memorandum of Agreemen

Schedule "B"

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

Description	Date Signed
General Housekeeping	March 2, 2023
Housekeeping re "President of the College or delegate"	June 5, 2023
Signatory page	March 2, 2023
Convert roman numbering	March 2, 2023
Art. VIII (8) D. Human Rights	March 2, 2023
Art. VIII (8) G. Disciplinary Meetings	June 5, 2023
Art. VIII (8) H. Video Display Terminal Operators' Protection	June 5, 2023
Art. IX (9) Grievance Procedures	May 15, 2023
Art. X (10) Job Evaluation B	March 2, 2023
Art. XI (11) H. Minimum Daily Pay	May 15, 2023
Art. XI (11) I.13 Promotion and Transfer	March 2, 2023
Art. XI (11) K. Temporary Re-Appointment Rights	March 2, 2023
Art. XI (11) L. Uniforms, Gloves, Aprons and Boots	April 28, 2023
Art. XIV (14) A. Annual Vacation	March 2, 2023
Art. XIV (14) Annual Vacation Entitlement Table	May 15, 2023
Art. XIV (14) C. General Holidays	May 15, 2023
Art. XIV (14) E. Sick Leave	May 16, 2023
Art. XIV (14) T. Continuation of benefits	March 2, 2023
Art. XV (15) B. Compulsory Quarantine	March 2, 2023
Art. XV (15) C. Leave for Family illness	May 15, 2023
Art. XV (15) J. Election Campaigning Leave	April 28, 2023
Art. XV (15) L. Leave for Domestic Violence	March 2, 2023
Art XVII (17) A. Layoff & B. Trial/Familiarization Period	June 5, 2023
Art. XVII (17) D. Recall	April 28, 2023
Art. XVIII (18) K. Information	April 26, 2023
Art. XVIII (18) K. Information – further amended	June 5, 2023
Appendix I (LOU #1)	March 2, 2023
Appendix II (LOU #2)	
 Appendix IV (LOU #4) 	
 Appendix VI (LOU #6) 	
 Appendix VII (LOU #7) 	
Appendix VIII (LOU #8)	
Appendix IX (LOU #9)	
 Appendix X (LOU #10) 	
 Appendix XI (LOU #11) 	

Appendix XV (LOU #12)	
 Appendix XVII (LOU #13) 	1
 Appendix XVIII (LOU #14) 	
 Appendix XXII (LOU #15) 	
 Appendix XXIV (LOU #16) 	
 Appendix XXV (LOU #17) 	
Appendix XXVI (LOU #18)	
Appendix XII	June 5, 2023
Appendix XIV	
• Art. 18 G & O	
Appendix V (LOU # TBD)	April 26, 2023
Appendix XVI	June 5, 2023
Appendix XXVII (LOU #19)	March 2, 2023
Appendix XX (LOU #TBD)	March 2, 2023
Appendix XXI (LOU TBD)	June 5, 2023
Appendix XXIX (LOU #20)	May 17, 2023
LOU Co-op Student Work	May 15, 2023
Appendix XIII (LOU TBD)	June 6, 2023
 Appendix XIX (LOU TBD) 	