

E + O E
SB

MEMORANDUM OF AGREEMENT

BETWEEN

**LANGARA COLLEGE
(THE "COLLEGE")**

AND THE

**CANADIAN UNION OF PUBLIC EMPLOYEES - Local 15 (VMCEW)
(THE "UNION")**

The parties agree to recommend to their principals these proposed terms of settlement as a renewal of the Collective Agreement to be in effect from April 1, 2004 to March 31, 2010. The terms of this agreement will be:

- The current Collective Agreement will be amended by all items listed in this Memorandum and its attachments; and
- All other provisions of the Collective Agreement are to be renewed without change except where modified by housekeeping changes;
- The final numbering sequence of the new Collective Agreement will be confirmed by the parties before printing;
- The effective date for all changes to the Collective Agreement will be the date of ratification of this Memorandum, unless specified otherwise;
- All proposals not contained in this Memorandum are considered withdrawn without prejudice to either party.

TERMS OF SETTLEMENT

Term: April 1, 2004 - March 31, 2010

SB

Compensation: Proposal "A" dated March 27, 2006 - attached.

Proposal "B" dated March 27, 2006 - attached including
Appendix I – Labour Market Adjustment; and
Appendix II – Fiscal Dividend

Non monetary issues:

As agreed February 23, 2006 as per attached document.

DATED: MARCH 28, 2006

For CANADIAN UNION OF PUBLIC
EMPLOYEES - Local 15 (VMECW)

For LANGARA COLLEGE

COLLEGE PROPOSAL


March 27, 2006

LANGARA COLLEGE & CUPE LOCAL 15 VMECW COLLECTIVE BARGAINING

COLLEGE COMPENSATION PROPOSAL "A"

The following is our final proposal for full and final settlement of all outstanding "local" items designated as compensation-related during collective bargaining mediation between CUPE Local 15 VMECW and Langara College. Any "local" compensation-related item not included or referred to in this document is considered to be withdrawn on a without prejudice basis to either party. (E&EO)

1. College Proposal #5 **Interpreters** (Article XI G) – reduction of call-out from four (4) hours to three (3) hours. WITHDRAWN
2. Union Proposal #10 **Vacation** (Article XIV.A) – increase vacation for employees with more than twenty-five (25) years of service. WITHDRAWN
3. Union Proposal #9 **Acting Capacity** (Article XIII.D.1) – reduce time required for acting pay eligibility. WITHDRAWN
4. **ICS Salary Grid** – As proposed by College to reflect existing salaries and resolve dispute – AGREED IN PRINCIPLE
5. Union Proposal #11 – **Benefits Improvement – Eye Examinations.**
EYE EXAMINATIONS TO BE REIMBURSED TO A MAXIMUM OF \$75.00 EVERY TWO (2) YEARS.

Two handwritten signatures are present in the lower right quadrant of the page. The upper signature is a stylized, cursive mark, possibly initials. The lower signature is a more legible cursive signature, possibly 'SB'.

ICS SALARY GRID (2003)

GRADE	STEP	1	2	3	4	5
A	HOURLY	\$ 22,7346	\$ 23,4980	\$ 24,3146	\$ 25,1523	\$ 25,7355
	BI-WEEKLY	\$ 1,591,4220	\$ 1,644,8600	\$ 1,702,0220	\$ 1,760,6610	\$ 1,801,4850
	ANNUAL	\$41,519,0632	\$42,913,2225	\$44,404,5382	\$45,934,3878	\$46,999,4568
B	HOURLY	\$ 23,0292	\$ 23,6442	\$ 24,3229	\$ 25,0651	\$ 25,8286
	BI-WEEKLY	\$ 1,612,0440	\$ 1,655,0940	\$ 1,702,6030	\$ 1,754,5570	\$ 1,808,0020
	ANNUAL	\$42,057,0765	\$43,180,2202	\$44,419,6961	\$45,775,1388	\$47,169,4807
C	HOURLY	\$ 23,8998	\$ 24,6634	\$ 25,4799	\$ 26,3176	\$ 26,9008
	BI-WEEKLY	\$ 1,672,9860	\$ 1,726,4380	\$ 1,783,5930	\$ 1,842,2320	\$ 1,883,0560
	ANNUAL	\$43,647,0097	\$45,041,5342	\$46,532,6673	\$48,062,5170	\$49,127,5860
D	HOURLY	\$ 26,2304	\$ 26,9939	\$ 27,8104	\$ 28,6481	\$ 29,2314
	BI-WEEKLY	\$ 1,836,1280	\$ 1,889,5730	\$ 1,946,7280	\$ 2,005,3670	\$ 2,046,1980
	ANNUAL	\$47,903,2680	\$49,297,6098	\$50,788,7430	\$52,318,5926	\$53,383,8442
E	HOURLY	\$ 28,1592	\$ 28,9758	\$ 29,8135	\$ 30,3966	\$ 31,3087
	BI-WEEKLY	\$ 1,971,1440	\$ 2,028,3060	\$ 2,086,9450	\$ 2,127,7620	\$ 2,191,6090
	ANNUAL	\$51,425,7390	\$52,917,0547	\$54,446,9043	\$55,511,7907	\$57,177,5133
F	HOURLY	\$ 28,3931	\$ 29,2309	\$ 29,8141	\$ 30,7261	\$ 31,8501
	BI-WEEKLY	\$ 1,987,5170	\$ 2,046,1630	\$ 2,086,9870	\$ 2,150,8270	\$ 2,229,5070
	ANNUAL	\$51,852,8988	\$53,382,9311	\$54,448,0001	\$56,113,5401	\$58,166,2451
G	HOURLY	\$ 27,5214	\$ 28,4333	\$ 29,5574	\$ 30,6602	\$ 31,8584
	BI-WEEKLY	\$ 1,926,4980	\$ 1,990,3310	\$ 2,069,0180	\$ 2,146,2140	\$ 2,230,0880
	ANNUAL	\$50,260,9567	\$51,926,3141	\$53,979,2017	\$55,993,1902	\$58,181,4030
H	HOURLY	\$ 30,9793	\$ 31,8913	\$ 33,0154	\$ 34,1182	\$ 35,3164
	BI-WEEKLY	\$ 2,168,5510	\$ 2,232,3910	\$ 2,311,0780	\$ 2,388,2740	\$ 2,472,1480
	ANNUAL	\$56,575,9466	\$58,241,4866	\$60,294,3742	\$62,308,3627	\$64,496,5755
I	HOURLY	\$ 34,1182	\$ 35,3164	\$ 36,5783	\$ 37,8826	\$ 39,1763
	BI-WEEKLY	\$ 2,388,2740	\$ 2,472,1480	\$ 2,560,4810	\$ 2,651,7820	\$ 2,742,3410
	ANNUAL	\$62,308,3627	\$64,496,5755	\$66,801,1203	\$69,183,0982	\$71,545,7178

VERSION 3

COLLEGE PROPOSAL

March 27, 2006

LANGARA COLLEGE & CUPE LOCAL 15 VMECW COLLECTIVE BARGAINING

COLLEGE COMPENSATION PROPOSAL "B"

The following is our final comprehensive proposal for full and final settlement of all outstanding "non-local" compensation-related items in collective bargaining between CUPE Local 15 VMECW and Langara College. Any "non-local" compensation-related item not included or referred to in this document is considered to be withdrawn on a without prejudice basis to either party. (E&EO)

TERM OF AGREEMENT

The term of the agreement shall be from April 1, 2004 to March 31, 2010

BASE WAGE INCREASE

All wage scales shall be increased by the following percentages effective the dates indicated:

April 1, 2006	2.1 %
April 1, 2007	2.1 %
April 1, 2008	2.1 %
April 1, 2009	2.1 %

EFFECT OF COMPENSATION TEMPLATE TABLE ON BASE WAGE INCREASES

The annual base wage increase for any year(s) of the four base wage increases shall be increased by the difference, if any, between the base wage increase for that year and the higher base wage increase for that year as provided for in the compensation template that is agreed upon at the 2006 support staff compensation table.

INCENTIVE PAYMENT

Each member of the bargaining unit employed by Langara College on March 31, 2006 shall receive an incentive one-time payment if the new Collective Agreement is settled and ratified by March 31, 2006.

The incentive payment shall be \$ 4,000 for each full-time equivalent employee and shall be pro-rated for part-time employees. For the purpose of the determination of the amount of the incentive payment, a full-time equivalent

Handwritten initials "JB" and a signature.

employee is a probationary, permanent or temporary employee who worked on a full-time basis for the period of April 1, 2005 to March 31, 2006. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

- maternity or parental
- short-term disability
- long-term disability that commenced between April 1, 2005 to March 31, 2006

The incentive payment shall be paid to employees as soon after March 31, 2006 as is practicable for the College to determine and pay the payment amounts to employees.

Agreement on this incentive payment shall have no "me-too" provision on any higher incentive that may be provided for in the compensation template that is agreed upon at the 2006 support staff compensation table. If the compensation agreed to by the template table does not include a settlement incentive, the settlement incentive received by any member of the CUPE Bargaining Unit employed by Langara College will not be subject to recovery by the employer.

LABOUR MARKET ADJUSTMENT

The Collective Agreement shall include a Letter of Agreement that provides for the College and CUPE to agree within a specified time frame on a Support Staff Labour Market Adjustment Plan. The Plan will be funded by an amount equal to one tenth of one percent (0.1%) of the annual support staff compensation of the bargaining unit for each year as follows:

April 1, 2006	0.1 %
April 1, 2007	0.1 %
April 1, 2008	0.1 %
April 1, 2009	0.1 %

The Letter of Agreement on labour market adjustment shall be as set out in Appendix I

FISCAL DIVIDEND

The Collective Agreement shall include a Letter of Agreement for a Fiscal Dividend as set out in Appendix II.

Handwritten signature and initials in the bottom right corner of the page.

LANGARA COLLEGE AND CUPE LOCAL 15 VMECW

LETTER OF AGREEMENT

Labour Market Adjustment

Insofar as it is recognized by both parties to this Agreement that there is need to ensure that the College is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:

1. The College will create a Support Staff Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual support staff compensation of the bargaining unit for each year of the Agreement in which there is a wage increase.
2. The annual credit to the Fund will occur effective April 1st in each year 2006 through 2009.
3. Upon the request of either party during the term of this Agreement, the College and the Union will meet to consider Support Staff Labour Market Adjustments that pertain to particular support staff positions and that shall be set out in a Letter of Understanding that is subject to ratification by their respective accredited bargaining agents.
4. The Support Staff Labour Market Adjustments agreed to by the parties shall be subject to the following conditions:
 - The compensation for specific support staff positions shall be adjusted by payment of a labour market adjustment provided that there is a demonstrated recruitment and/or retention problem that can be objectively determined with reference to specific criteria as set by the Public Sector Employers' Council.
 - The form, level, and duration of compensation adjustment for those job classifications shall be specified in the Letter of Understanding for the Labour Market Adjustment(s).
5. This Letter of Agreement shall expire upon the expiry of this Agreement unless the Letter is expressly continued by the parties' bargaining settlement for renewal of this Agreement.

Handwritten signatures in black ink, appearing to be initials and a full signature, located in the bottom right corner of the page.

MARCH 27, 2006

APPENDIX II

LANGARA COLLEGE AND CUPE LOCAL 15 VMECW

LETTER OF AGREEMENT

Fiscal Dividend

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from April 1, 2004 to March 31, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC Government, as defined in the Province's Audited Financial Statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province's Audited Financial Statements as at March 31, 2010. The Fund will be determined as follows:
 - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
3. The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the College on March 31, 2010.

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

LANGARA COLLEGE AND CUPE LOCAL 15 VMECW
LETTER OF AGREEMENT
Fiscal Dividend
March 27, 2006

4. The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a permanent, probationary or temporary employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's Fiscal Dividend Bonus:
 - maternity or parental
 - short-term disability
 - long-term disability that commenced between April 1, 2009 to March 31, 2010

5. The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the College to determine and pay the Bonus amount to employees.

Two handwritten signatures in black ink, one to the left and one to the right, appearing to be initials or names.

Negotiations
between
Langara College
and
CUPE Local 15 - VMECW

The following represents the non-monetary issues that the parties have reached agreement on for the renewal of the Collective Agreement expiring March 31, 2004 through mediation. The parties agree to continue negotiations on matters of compensation and accept the language below is subject to ratification by the respective principals. Any other non-monetary proposal not included or referred to in this document is considered to be withdrawn on a without prejudice basis to either party. Errors and Omissions Excepted.

3. Seniority

The parties clarified and agreed that length of service hours are accrued when going from temporary status to probationary status and are included in the calculation of seniority when appointed as a permanent employee as per article III (6), (7) and XVIII (A).

4. Benefits

Letter of Understanding (new)

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

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

5. Article IV. 4.

Add sentence to current article as follows: "An equivalent combination of education and experience may be considered."

art VIII A
7. Job Description – As proposed by the College on February 21, 2006 at Noon.

And letter of intent
Job Description – Intent

~~VIII.A. - Current language remains – Letter of Intent~~

The parties share the desire to enhance on-line Position Descriptions and

Job Rating Sheets to provide for sort and filter capabilities. It is the College's intent to share this functionality with the Union when it is developed.

8. Written Response

Amend Article VIII.I as follows: "Employees are entitled to receive from the College, within a reasonable period of time, a written response to a written request made."

9. Notification of Applicants

Article XI H. 9 Amend as follows: "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. Article XV C. – Leave for Family Illness - Add: "...employee's child (including foster child and ward)..."

Article XV D 1. – Bereavement - Add: "...child (including foster child)..."

Article XV H – Jury Duty and Court Appearance –

"When summoned to serve on a jury; when subpoenaed as a witness in a criminal proceeding including when attending a parole hearing as a victim, or when subpoenaed as a witness in a labour tribunal..."

11. New Clause – Article XV F. 17. "Any employee intending to commence vacation leave within one month of return from 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 month prior to the end of the parental leave." Note: This will be cross-referenced in the Vacation Clause.

12. List of Arbitrators – Article IX A. Step 4. – Replace Stephen Kelleher and Catherine Bruce with Joan McEwen and Karen Nordlinger.

14. Career Development – Article XVIII F – Add to the end of second paragraph "If the employee withdraws from a course prior to completion, the employee may be required to reimburse the College for any fees paid to them, except in circumstances beyond the employee's control."

15. Position Evaluation - Article X C. 1. e v) and Article X D. 3. Replace Dalton Larson with John Kinzie.

16. Housekeeping – As proposed in the November 24, 2004 Employer Proposal and Union proposal from Feb. 21, 2006 – Schedule C – D. Insurance Contract included in index and Schedule C – E. Transportation be included under new overtime provision Article XI F 4.

19. Article XV. I. Educational Leave

Change to read: "With the approval of the President of the College or delegate, full or part-time educational leave may be granted by the College..." (balance remains unchanged).

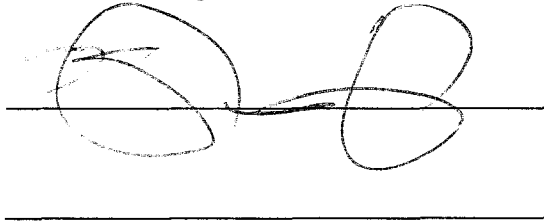
20. Letter of Understanding - (Peer Tutors)

The parties agree to review the duties of Peer Tutors to ensure that the duties are consistent with the scope of work normally associated with Student Aides. This review will be conducted by 2 representatives of the Union and 2 representatives of the College through the Joint Standing Committee. For the purposes of this review, the representatives of the parties may be other than those who are members of the JSC. The representatives shall complete this review and report their findings to the JSC by October 30, 2006.

23. Renew all Letters of Agreement and Understanding.

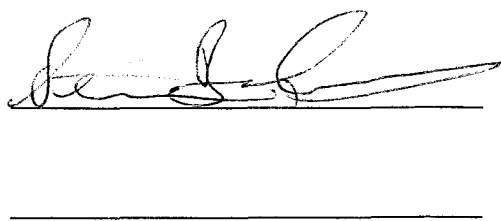
Signed this 23rd day of February 2006 at Vancouver, BC.

For the College



A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line and a looped flourish, positioned above a horizontal line.

For the Union



A handwritten signature in black ink, appearing as a series of connected loops and a long horizontal stroke, positioned above a horizontal line.

College Counter Proposal
1200 noon

February 21, 2006

JOB DESCRIPTION (U#5)

Art. VIII.A: **Amend** with "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 also post all current position descriptions and job rating sheets on the College website**".

Handwritten initials "JB" and a signature.