

MEMORANDUM OF AGREEMENT

between

LANGARA COLLEGE

(referred to as "the Employer")

and

THE BRITISH COLUMBIA NURSES' UNION ("UNION")

(referred to as "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 COLLEGE BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BRITISH COLUMBIA NURSES' UNION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE BCNU 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. 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

Parizad Mistry

**BARGAINING REPRESENTATIVES
FOR THE UNION:**

William Hwang, Spokesperson

Mairi Mallet



Signed this 26th day of July 2020

BARGAINING REPRESENTATIVES
FOR THE EMPLOYER



Linda Liberman, Spokesperson

P. D. Mistry

Persad Mistry

BARGAINING REPRESENTATIVES
FOR THE UNION



William Hwang, Spokesperson

Marc Marks

SCHEDULE A

1. HOUSEKEEPING

THIS AGREEMENT made and entered into this April 1, ~~2014~~ 2019.

BETWEEN:

LANGARA COLLEGE
(hereinafter called the "College")
OF THE FIRST PART

AND:

THE BRITISH COLUMBIA NURSES' UNION
(hereinafter called the "Union")
OF THE SECOND PART

...Remainder of page is unchanged

2. ARTICLE 1 DEFINITIONS AND ELIGIBILITY FOR EMPLOYEE BENEFITS

1.1

"Union" shall mean the British Columbia ~~Nurses~~ Nurses' Union.

1.2

"Certification" shall mean the Certification awarded by the Labour Relations Board to the British Columbia Nurses' Union.

1.3

"Employee" shall mean any ~~graduate nurse~~ employee covered by the Certification.

3. ARTICLE 2 – TERM OF AGREEMENT

2.1

This Agreement shall be in full force and effect from the first (1st) day of April, ~~2014~~ 2019 to the thirty-first (31st) day of March, ~~2019~~ 2022, both dates inclusive.

4. ARTICLE 4.3 – STEWARDS

F) At the time of hire, the College shall provide the new employee with ~~a copy of~~ an electronic link to the Collective Agreement, the name of the steward and a copy of the dues authorization form which



has been forwarded by the Union. The College shall provide the Union with a monthly list of new and terminated employees (if applicable at the month) and the list shall specify the status of the employee.

5. ARTICLE 4.5 LEAVE WITHOUT PAY (UNION BUSINESS)

Housekeeping amendment – correct typographical error

4.5 A) With the approval of the Director, Health Services, employees delegated by the Union to attend To Union affairs may be granted necessary leave of absence without pay to accommodate such involvement; ~~it being understood that such involvement;~~ it being understood that such leave of absence shall be mutually agreed upon between the Director, Health Services and the employee and that such approval shall not be unreasonably withheld.

6. ARTICLE 5 – GREIVANCE PROCEDURE

5.5 Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or regarding the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Agreement, Dave McPhillips, Stan Lanyon, Mark Brown, Judi Korbin, Corrin Bell, or Daniel Johnston if they are available within thirty (30) working days, or a substitute agreed to by the parties, will, at the request of either party:

- A) Investigate the difference;
- B) Define the issue in dispute, and
- C) **Make written recommendations to resolve the difference;**
Within twenty (20) days of receipt of the request, and for those twenty (20) days from the date of their appointment, time does not run in respect of the grievance procedure.

In the event the parties are unable to agree on a Troubleshooter within a period of thirty (30) days, either party may apply to the Minister of Labour for the Province of British Columbia for the appointment of a Troubleshooter.

7. ARTICLE 9 – POSTING OF VACANCIES

9.1

When a vacancy occurs or a new position is created within the jurisdiction of this Collective Agreement, a notice of such vacancy shall be posted ~~in the Health Services office~~ **internally** for a minimum of five (5) working days and up to ten (10) working days whenever possible, at the discretion of the College.

The notice shall contain information related to classification, salary range, qualifications and experience desired and the current job location. The College may externally advertise such vacancy provided the advertisement does not appear prior to the appearance of internal postings.

8. ARTICLE 10 – PROMOTION, DEMOTION OR LAYOFF

10.5 Lay-offs

Should the employee in the affected position be a "Regular" employee, ~~s/he~~ **they** shall have the right to displace another "Regular" employee with less seniority in the bargaining group, provided the affected employee is qualified and willing to perform the work currently required of the employee being displaced. Should no such position be available, a "Regular" employee shall have the right to displace a probationary or temporary employee, provided ~~s/he is~~ **they are** qualified and willing to perform the work currently required of the employee being displaced.

Should a "Regular" employee assume a less than full-time position, their salary shall be **adjusted** on a pro-rated basis **to reflect the less than full time equivalent (FTE)**.

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

Upon lay-off, the College shall make available to the "Regular" employee, compensation on termination in addition to required notice or pay in lieu thereof. Employees, upon accepting such compensation shall forego all rights to displace and all recall rights under this Clause. Should such compensation not be accepted, recall rights shall be preserved.

Entitlement to compensation on termination shall be on the following basis:

- One (1) month's pay for less than four (4) years continuous service as a regular employee;
- Two (2) months' pay for four (4) years or more but less than six (6) years continuous service as a regular employee;
- Three (3) months' pay for six (6) years or more but less than eight (8) years continuous service as a regular employee;
- A maximum of four (4) months' pay for eight (8) years or more of continuous service as a regular employee.

9. ARTICLE 12 – SENIORITY

12.2

There shall be a separate seniority list for temporary and casual employees. Seniority for temporary and casual employees is defined as the total number of hours worked by the employee. A temporary or casual nurse who has worked one hundred and fifty (150) full-time equivalent days within the fifteen (15) month period immediately prior to application for a permanent position shall be recognized as an in-service applicant when applying for appointment to permanent positions.

A temporary or casual employee who successfully posted into a permanent and/or becomes a regular employee, shall have all their accrued seniority hours recognized and credited henceforth, for example, 1750 hours equals to one year of seniority, and pro-rated where applicable.

.....

Rest of the article remains the same with new provision 12.6:

12.6

Twice a year, following the last date of the payroll period immediately prior to January 1 and July 1 of each calendar year, the College will provide electronically to the Union the following information regarding employees in the bargaining unit as defined under Article 1:

- Name (first and last)
- Job title
- Employment status (based on definition under Article 1)
- Full Time Equivalency (FTE), if applicable
- Seniority date/hours
- Hourly wage rate

10. ARTICLE 16 – HOURS OF WORK

16.2 The work weeks shall consist of five (5) consecutive days between Monday and ~~Saturday~~ **Sunday** inclusive.

11. ARTICLE 21 - EMPLOYEE SAVINGS FUND

ARTICLE 21 - ~~EMPLOYEE SAVINGS FUND~~ VANCOUVER EMPLOYEE SAVINGS PLAN (VESP)

21.1 A sum equal to two percent (2%) of the basic monthly salary of each regular employee shall be deposited in ~~a trust fund~~ **the new Vancouver Employee Savings Plan**, to the credit of each employee. The payment shall occur once each calendar month.

Amend all other articles that reference Article 21 throughout the agreement as housekeeping.

12. ARTICLE 25 – EDUCATIONAL DIFFERENTIAL

25.1

The minimum educational requirement for appointment to the service of Langara College as a Community Health Nurse shall be a recognized baccalaureate degree in nursing or equivalency as determined by the College.

- A Community Health Nurse possessing a Baccalaureate Degree, as approved by the College, will receive an additional forty-six dollars (\$46.00) bi-weekly.

- A Community Health Nurse possessing a Master's Degree, as approved by the College, will receive an additional fifty-seven dollars and forty-nine cents (\$57.49) bi-weekly.

Effective October 1, 2020, the Education Differential will be pro-rated by the FTE for a part-time Community Health Nurse.

Effective October 1, 2020, for a casual Community Health Nurse, they will receive sixty-six cents (\$.66) per hour for possessing the Baccalaureate Degree or eighty-two cents (\$.82) per hour for possessing the Master's Degree.

13. ARTICLE 26 – ANNUAL VACATION

26.9

Vacation leave shall be accrued on a pro-rata basis in the month in which an employee commences or terminates employment according to the period of employment in that month. In the case of a leave of absence without pay for any reason (except maternity leave and ~~adoption~~ parental leaves), vacation leave shall be accrued on a pro-rata basis for the period of that month in which the employee was in receipt of pay

14. ARTICLE 29 – SICK LEAVE

29.1

Upon appointment to the permanent staff following probation, or on becoming eligible as a temporary employee, an employee shall receive sick leave credit of sixty-three (63) hours. Prior to becoming eligible, such employees may be advanced up to sixty-three (63) hours of sick leave, but if the employee ceases employment without qualifying for the sixty-three (63) hours, the advance will be deducted from pay on termination of their employment.

29.2

Thereafter, except as otherwise provided in this Agreement, sick leave credits shall be earned while the employee is on duty at the rate of ten point five (10.5) hours a month. **Sick leave may be accumulated to a maximum of one thousand, eight hundred and twenty-seven (1,827) hours.**

29.3

Sick leave shall be accrued on a pro-rate basis in the month in which an employee commences or terminates employment according to the period of employment in that month. In the case of a leave of absence without pay for any reason (except maternity leave and ~~adoption~~ parental leaves), sick leave shall be accrued on a pro-rata basis for the period of that month in which the employee was in receipt of pay. A full month credit of sick leave is ten point five (10.5) hours.



29.4

When the employee is not on duty, the accumulation of sick leave credits will continue only if the absence is with pay. Sick leave may be accumulated to a maximum of one thousand, eight hundred and twenty seven (1,827) hours.

...Remainder of Article is Unchanged

15. ARTICLE 31 – COMPASSIONATE CARE LEAVE

ARTICLE 31 – COMPASSIONATE LEAVE BEREAVEMENT LEAVE

31.1 Bereavement Leave

In the case of death in the immediate family, bereavement leave will be granted with pay for a period not to exceed five (5) working days provided the employee has notified the Director of Health Services. Immediate family shall mean husband, wife (including common-law spouse), child, brother, sister, parent, parent-in-law, grandparent, and other relative if living in the same household and any other person with the approval of the Director of Health Services.

31.2

With the approval of the Director of Health Services, funeral leave of up to one-half (1/2) day will be granted with pay but not in addition to bereavement leave.

31.3

Requests for ~~compassionate bereavement~~ leave in excess of the number of days prescribed above shall be considered on the merits of each individual case.

16. ARTICLE 32 – PARENTHOOD LEAVE

ARTICLE 32 – PARENTHOOD MATERNITY AND PARENTAL LEAVE

32.1 Maternity Leave

A) An employee shall be granted unpaid ~~pre and post-partum~~ maternity leave to a maximum of ~~fifty-two (52)~~ **seventeen (17)** consecutive weeks. At the request of the employee, such leave may commence ~~eleven (11)~~ **no earlier than thirteen (13)** weeks prior to the week in which their predicted date of ~~confinement birth occurs~~ **and no later than the actual birth date** or at any time thereafter at the request of the employee.

B) Medical complications of pregnancy shall be covered by sick leave provisions while the employee remains at work.



- C) An employee shall not be dismissed on sole grounds of pregnancy.
- D) Where possible, it is incumbent upon the employee to provide medical evidence of the expected date of ~~confinement~~ birth at least ~~nine (9)~~ four (4) weeks in advance. It is also their responsibility to provide written medical evidence of health during pregnancy while still at work, if requested to do so by the College.
- E) An employee is required to give at least one (1) month's advance notice, in writing, of the commencement date of maternity leave, unless prevented from doing so as a result of medical complications related to the pregnancy.

An employee is required to give at least one (1) month's notice of the date of their return to work. If an employee gives such notice and then becomes incapable of performing their duties as evidenced by a medical certificate, then a further five (5) days' notice shall be given.

F) Prior to the commencement of maternity leave, the employee shall meet with the College to arrange for continuation of benefits during the leave. The College shall continue its premium contributions for pension, ~~medical~~, extended health, group life and dental plan insurance in accordance with the *Employment Standards Act* for the entire duration of the maternity leave. **For pension it will be in accordance with pension plan regulations.** Vacation and sick leave benefits will only accrue for the duration of the maternity leave falling within the time limits prescribed in the said Act.

~~G) If the employee returns to work immediately after the expiry of the authorized absence period, they shall retain their former classification without loss of benefits.~~

~~H) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under sub-section (E), the College shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period if the employee requests, commencing on the specified date and parts (F) and (G) of this Article shall apply.~~

~~H) Employees taking maternity leave may opt for continuance of short and long term salary indemnity by payment of the necessary premiums.~~

32.2 Parental Leave

- A) An employee who takes maternity leave as per 32.1 in relation to the birth of a child or children may apply for up to sixty-one (61) consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the maternity leave.**
- B) On four (4) weeks' notice and within ~~fifty-two (52)~~ seventy-eight (78) weeks of the birth or placement of their the child(ren), a natural father parent who has not taken leave under 32.1 or an adoptive parent may apply for up to ~~thirty-seven (37)~~ sixty-two (62) consecutive weeks parental leave without pay.**

- C) The College shall make its premium contributions for pension, ~~medical~~, extended health, group ~~life~~ and dental plan insurance in accordance with the provisions of the *Employment Standards Act* for the entire duration of parental leave. **For pension it will be in accordance with pension plan regulations.** Vacation and sick leave benefits and increment entitlement will accrue only for the duration of the leave falling within the time limits prescribed in the *Employment Standards Act* and provided the employee returns to duty at the completion of the leave.
- D) **Employees taking parental leave may opt for continuance of short and long term salary indemnity by payment of the necessary premiums.**
- E) **If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under Article 32.2 is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 32.2 A or B.**

32.3 — Adoption Leave

- A) ~~Upon the adoption of a child, a permanent employee shall, upon application to the Director of Health Services, be entitled to three (3) days paid parental leave. Such leave shall be charged against the employee's sick leave credits to the extent said credits will accommodate. An employee applying for adoption leave must furnish proof of legal adoption of a child.~~
- B) ~~The College shall grant further leave for adoption of a child in accordance with the provisions of the *Employment Standards Act* for a period of up to a maximum of fifty two (52) without termination of contract.~~
- C) ~~The College shall make its premium contributions for pension, medical, extended health, group life and dental plan insurance in accordance with the provisions of the *Employment Standards Act* for the entire duration of the leave for adoption falling within the time limits prescribed in the *Employment Standards Act* and provided the employee returns to duty at the completion of the leave for adoption.~~
- D) ~~Employees taking adoption leave may opt for the continuance of short and long term salary indemnity benefits by the payment of the necessary premiums.~~
- E) ~~If the employee returns to work immediately after the expiry of the authorized absence period the employee shall retain their former classification without loss of benefits.~~

32.2 Return to Employment

If the employee returns to work immediately after the expiry of a leave of absence covered by Article 32, the employee shall return to their former classification, or a comparable one, without loss of benefits with all increments to wages and benefits to which they would have been entitled during the period of their absence.



17. ARTICLE 34 – LEAVE FOR FAMILY ILLNESS

34.1

Employees may use up to five (5) days per year of sick leave to attend an immediate family member who is ill. The College may require submission of the certificate from a duly qualified medical practitioner certifying the illness of the immediate family member. For the purpose of this Article, immediate family member means the employee's legal or common-law spouse or child; or adopted child, step-child, parent and grandparent and spouses' parent and grandparent that reside with the employee.

18. ARTICLE 38 – HEALTH AND WELFARE BENEFITS

38.1 Dental Plan

A dental plan for all eligible employees shall be provided in accordance with the terms of the contract with the insuring company on the following general basis:

- A) Basic Dental Services (Plan A) paying for one hundred percent (100%) of the approved schedule of fees.
- B) ~~Effective May 1, 1999 amendment of Plan A that~~ includes revision of cleaning of the teeth (prophylaxis and scaling) every nine (9) months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the Plan.
- C) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees. **Effective October 1, 2020, the coinsurance rate under Plan B will be sixty percent (60%) of the approved schedule of fees.**
- D) Orthodontics (Plan C) paying for fifty percent (50%) of the cost of orthodontia services in the dental fee schedule up to a maximum of one thousand, eight hundred and fifty dollars (\$1,850) per person during their lifetime. **Effective October 1, 2020, coinsurance rate under Plan C will be fifty percent (50%) and coverage for orthodontia services in the dental schedule will be a maximum of two thousand five hundred dollars (\$2,500) per person during their lifetime.**
- E) The College will contribute toward the premium cost of dental plan insurance in the amount of one hundred percent (100%) of the monthly premiums.

38.2 ~~Basic Medical and~~ Extended Health Plans

- A) The College will contribute one hundred percent (100%) of the premium ~~of the basic coverage through the Medical Services Plan of British Columbia and~~ for Extended Health Benefit coverage in accordance with the terms of the contract with the insuring company for those eligible employees who elect to participate.
- B) Extended Health Benefits shall include the following:
 - i) Total lifetime coverage level will be unlimited.
 - ii) Reimbursement level on claims will be ninety-five percent (95%).
 - iii) Hearing ~~air~~ aid benefit claims will be to a maximum of six hundred dollars (\$600) every five



(5) years. **Effective October 1, 2020, hearing aid benefit claim maximums will be one thousand and five hundred dollars (\$1,500) every five (5) calendar years.**

iv) Health and Welfare benefits coverage will cease on the day that an employee's employment terminates.

C) Optical care insurance to a maximum of one hundred and fifty dollars (\$150) is provided in accordance with the terms of the contract with the insuring company. **Effective October 1, 2020 optical care coverage will increase to six hundred and fifty dollars (\$650) every two (2) years.** The College will contribute toward the premium cost for optical care insurance in the amount of one hundred percent (100%) of the monthly premiums.

Not to be included in the collective agreement, the following health and welfare changes effective October 1, 2020 will occur:

- **Chiropractor to increase from two hundred dollars (\$200) to three hundred dollars (\$300) per calendar year.**
- **Speech Therapist to increase from one hundred dollars (\$100) to two hundred dollars (\$200) per calendar year.**
- **Eye exams to increase from seventy-five dollars (\$75) to one hundred dollars (\$100) per two (2) calendar years.**

19. MEDICAL SERVICES PLAN (MSP)

A) Housekeeping – remove all references to MSP for the following provisions:

1.7 “Regular Part Time Employee” means an employee who, having satisfactorily completed the six (6) month probationary period, has been appointed to the permanent staff by the College Board, is employed on a regular part-time schedule of weekly hours which are less than thirty-five (35) and is not a temporary part-time employee as defined in 1.9 hereof. A regular part-time employee is entitled to all employee benefits except as otherwise provided on a proportionate basis with the exception of ~~medical~~, dental, and extended health which shall be on the same basis as a regular employee.

....

1.9 “Temporary Part-Time Employee” means an employee who is employed on a regular part-time schedule of weekly hours which are less than thirty-five (35) for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring).

A temporary part-time employee, upon the satisfactory completion of the equivalent of six (6) months continuous full-time service, is entitled to all employee benefits except as otherwise provided on a proportionate basis with the exception of ~~medical~~, dental, and extended health which shall be on the same basis as a Temporary Full-Time employee.

A temporary employee shall receive a letter of appointment stating their employment status, and where practical, the expected duration of employment of hours of work available.

....

38.2 ~~Basic Medical and~~ Extended Health Plans

A) The College will contribute one hundred percent (100%) of the premium ~~of the basic coverage through the Medical Services Plan of British Columbia and for~~ Extended Health Benefit coverage in accordance with the terms of the contract with the insuring company for those eligible employees who elect to participate.

B) NEW APPENDIX III LOU re Medical Services Plan (MSP) of BC

The parties recognize that the method of funding the Medical Services Plan (MSP) of BC has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for eligible employees on the same basis as exists in the 2014 – 2019 collective agreement, without a gap or loss of benefits.

20. ARTICLE 39 – APPLICABILITY OF PROVISIONS TEMPORARY, CASUAL AND PROBATIONARY EMPLOYEES

39.1 Temporary Employees

Temporary employees are subject to all provisions of this Collective Agreement with the exception of:

- Article 10 – Promotion, Demotion or Lay-Off
- Article 21 – ~~Vancouver~~ Employee Savings ~~Fund~~ Plan
- Article 34 – Leave for Family Illness
- Article 37 – Gratuity Plan
- Article 38 – Health and Welfare Benefits
- Article 40.1 – Educational Leave

The provisions of the following articles shall apply upon satisfactory completion of the service requirements prescribed in definitions 1.8 and 1.9:

- Article 21 – ~~Vancouver~~ Employee Savings ~~Fund~~ Plan
- ~~Article~~ 34 – Leave for Family Illness
- ~~Article~~ 37 – Gratuity Plan
- Article 38 – Health and Welfare Benefits

39.2 Casual Employees

Casual employees are subject to all provisions of this Collective Agreement with the exception of:



- Article 10 – Promotion, Demotion or Lay-Off
- Article 15 – Termination of Employment
- Article 18 – Combined Assignment
- Article 21 – Vancouver Employee Savings Fund Plan
- Article 26 – Annual Vacation (except 26.6 which does apply)
- Article 28 – Christmas and New Year's Days off
- Article 29 – Sick Leave
- Article 30 – ~~Workers'~~ WorkSafe Compensation (except 30.2 and 30.4 which do apply)
- Article 32.2 – Parental Leave
- ~~Article 32.3 – Adoption Leave~~
- Article 34 – Leave for Family Illness
- Article 35 – Personal Leave
- Article 37 – Gratuity Plan
- Article 38 – Health and Welfare Benefits (except 38.3 – Employment Insurance which does apply)
- Article 40.1 – Educational Leave
- Article 40.3 – College Course Registration

39.3 ~~Probationary~~ Regular Employees During Probationary Period

Probationary employees are subject to all provisions of this Collective Agreement except:

- Article 21 – Vancouver Employee Savings Fund Plan
- Article 38 – Health and Welfare Benefits (except 38.2 – ~~Basic Medical and~~ Extended Health Plans; 38.3 – Employment Insurance; and 38.9 – Pension (Superannuation) which do apply)

21. ARTICLE 41 – PERSONNEL FILES

41.1

Each employee shall have access to their personnel file, with the right to review same, provided that at least ~~twenty-four (24)~~ forty-eight (48) hours advance notice is given to the Director, Human Resources, or delegate. Access shall be given in the office in which the file is normally kept and, upon request, a copy of all requested documents relating to discipline shall be given to the employee.

....Remainder of article is not changed.

22. SCHEDULE A - SCHEDULE OF WAGE RATES

A) Effective the first day of the first full pay period after April 1, ~~2015-2019~~, all annual rates of pay which were in effect on March 31, ~~2015-2019~~ shall be increased by ~~one percent (1%)~~ **two percent (2%).***

~~B) Effective the first day of the first full pay period after February 1, 2016, all annual rates of which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend*.~~

~~CB) Effective the first day of the first full pay period after April 1, 2016-2020, all annual rates of pay which were in effect on March 31, 2016-2020 shall be increased by one half of one percent (0.5%) two percent (2%).*~~

~~D) Effective the first day of the first full pay period after February 1, 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*.~~

~~EC) Effective the first day of the first full pay period after April 1, 2017-2021, all annual rates of pay which were in effect on March 31, 2017-2021 shall be increased by one half of one percent (0.5%) two percent (2%).~~

~~F) Effective the first day of the first full pay period after February 1, 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 1, 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 1, 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 six (6) 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 due to COVID-19.

*See Schedule C for the Memorandum of Understanding on the Economic Stability Dividend (ESD).

23. SCHEDULE B – WAGE GRID

Delete old Schedule B Wage Grid and replace with updated to reflect Schedule A as follows:

SCHEDULE B – WAGE GRID-SCHEDULE

	1-Apr-19	1-Apr-20	1-Apr-21
--	----------	----------	----------

LEVEL	2.00%	2.00%	2.00%	
1	HOURLY	33.1703	33.8337	34.5104
	BI-WEEKLY	2,321.91	2,368.35	2,415.72
	ANNUAL	60,577	61,789	63,025
2		34.4390	35.1277	35.8303
		2,410.73	2,458.95	2,508.13
		62,894	64,152	65,435
3		35.7192	36.4336	37.1622
		2,500.34	2,550.35	2,601.35
		65,231	66,536	67,867
4		36.9878	37.7275	38.4821
		2,589.16	2,640.94	2,693.76
		67,549	68,900	70,278
5		38.2794	39.0450	39.8259
		2,679.57	2,733.16	2,787.82
		69,907	71,306	72,732
6		39.5483	40.3393	41.1460
		2,768.38	2,823.74	2,880.22
		72,225	73,670	75,143
7		40.8399	41.6567	42.4898
		2,858.79	2,915.96	2,974.28
		74,583	76,075	77,597
8		42.0401	42.8809	43.7385
		2,942.80	3,001.66	3,061.69
		76,775	78,310	79,876
9		43.5489	44.4198	45.3082
		3,048.42	3,109.38	3,171.57
		79,531	81,121	82,744

Note: Annual Salary is provided for reference purposes only. Actual Annual salary may vary depending on the number of workdays and pay periods in a given year.

Consequential changes as follows:

• **14.1**

If the College creates a new classification within the jurisdiction of this Collective Agreement, not included in Schedule B (Wage Grid Schedule), it shall establish a job description and salary scale and then give written notice to the Union **within 5 working days**.

• **20.1**

The scale of remuneration set out in Schedule B (Wage Grid Schedule) shall apply during the term of this Agreement

• **20.5**

A temporary part-time or casual employee shall be entitled to increments based on the full-time equivalent of a year's length of service. One thousand, seven hundred and fifty (1,750) hours of service shall be the equivalent of one (1) year of service.

Each regular employee shall be granted an annual increase in salary within the salary scale assigned to their position. The amount of the increase shall be one (1) full increment in accordance with the salary appearing in Schedule B – Wage ~~Grid~~ **Schedule**.

24. SCHEDULE C - MEMORANDUM OF UNDERSTANDING RE: ECONOMIC STABILITY DIVIDEND (ESD)

Delete Schedule C.

Consequential change: Delete all references to the Economic Stability Dividend (ESD) throughout the agreement.

25. MISCELLANEOUS - JOB TITLE CHANGE

Throughout the Agreement, replace "Dean of Student Support Services" with "AVP, Student".

5.1 Grievance

Step 2

If no settlement is reached in Step 1, the employee will complete a grievance form and submit it to the ~~Dean of Student Support Services~~ **AVP, Students** within (10) ten working days of the response at Step 1 of this procedure. The ~~Dean of Student Support Services~~ **AVP, Students** will meet with the employee and the steward within twenty (20) working days of receipt of the grievance form. The ~~Dean of Student Support Services~~ **AVP, Students** will respond in writing to the employee and the steward within twenty (20) working days of the meeting.

.... Rest of article remain unchanged.

5.7 Professional Responsibility

C) Workload

Step 1

Within ten (10) calendar days of an issue becoming a concern the nurse will discuss the matter with her immediate supervisor. If the issue is not resolved, the nurse will complete a Professional Responsibility Form within ten (10) calendar days of the discussion with the supervisor and submit to the ~~Dean of Student Support Services~~ **AVP, Students**.

Step 2



Within ten (10) calendar days of receipt of the Professional Responsibility Form the ~~Dean of Student Support Services~~ AVP, Students will convene a meeting between the nurse and a representative of the British Columbia Nurses' Union. The parties will attempt to resolve the issue. The nurse will receive a written response from the ~~Dean of Student Support Services~~ AVP, Students within ten (10) calendar days of the above meeting.

.... Rest of article remain unchanged.

20.2

Nothing in this Collective Agreement shall preclude the appointment of an employee at other than the minimum step of the range. In determining the appropriate initial pay step within the salary range, consideration shall be given by the ~~Dean of Student Support Services~~ AVP, Students to previous nursing experience.

24.2

Appointment of employees to a level of higher responsibility must be authorized, in writing, by the ~~Dean of Student Support Services~~ AVP, Students.

40.3 College Course Registration

An employee may register in courses offered by Langara College, provided that their attendance will not displace a fee-paying student or result in additional costs. Tuition fees related to such registration will be waived with the concurrence of the ~~Dean of Student Support Services~~ AVP, Students for regular course offerings, or the Dean of Continuing Studies for continuing studies offerings.

Should rescheduling of duty to accommodate attendance of such courses be required, prior approval by the Director of Health Services is required. Should absence from duty to accommodate attendance at such courses be necessary, approval for such absence is required.

26. APPENDIX I LOU re INDUSTRIAL FIRST AID CERTIFICATE


Renew

27. SCHEDULE 1 LOU re EXPEDITED ARBITRATION

Renew with following amendment: Replace "Schedule 1" with "Appendix II"

28. 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.



29. [NEW] APPENDIX IV - SERVICE IMPROVEMENT TRAINING FUND

There shall be a Service Improvement Training Fund established which is distinct from Article 40 – Education.

The Service Improvement Training Fund is for all BCNU 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. Employees shall together and cooperatively determine how they may share the funding, with manager's assistance if required.

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.

BCNU members can apply for coverage of training opportunities that support the above and subject to manager's approval.

The funding amounts available 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
\$225	\$450	\$700

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.

30. OTHER HOUSEKEEPING

IN WITNESS WHEREOF the Board of Langara College has caused the name and seal of Langara College to be affixed hereto in the presence of the Chair of the College Board and the VP, Administration & Finance, and the British Columbia Nurses' Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf the day and year first written below.

SIGNED THIS ____ DAY OF _____, ~~2019~~ 2020 AT THE CITY OF VANCOUVER, IN THE PROVINCE OF BRITISH COLUMBIA.



LANGARA COLLEGE:

~~L. Dianne Richards, Director, Labour Relations
& Human Rights Parizad Mistry, Director
Human Resources Operations~~

Patricia Wong, Human Resources Consultant

POST-SECONDARY EMPLOYERS' ASSOCIATION:

~~Roy Daykin~~ Michael Marchbank, Board Chair,
PSEA

THE BRITISH COLUMBIA NURSES' UNION:

~~Laura Anderson~~ William Hwang, Negotiator/
LRO

~~Susan Kensett~~ Mairi Mallett, BCNU Committee
Member

