

MEMORANDUM OF AGREEMENT

between

LANGARA COLLEGE  
(hereinafter called "the Employer")

and the

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

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 15 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2012 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2010-2012 Collective Agreement continue except as specifically varied below by paragraphs 2 to 9, both inclusive.

2. **Effective Dates**

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

3. **Term of Agreement**

The term of the new collective agreement shall be for twenty-four (24) months, effective from April 01, 2012 to March 31, 2014.

4. **Appendix "A"**

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

5. **Schedule "B" – Schedule of Wage Rates**

Schedule "B" of the collective agreement shall be increased by the following percentages effective on the dates indicated:

- (a) Effective September 1, 2012, all annual rates of pay which were in effect on August 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective December 1, 2012, all annual rates of pay which were in effect on November 30, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective April 1, 2013, all annual rates of pay which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective January 1, 2014, all annual rates of pay which were in effect on December 31, 2013 shall be increased by one percent (1.0%). 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.

6. **Respectful Working Environment**

Effective the date of ratification, the Employer and the Union agree to the Letter of Understanding attached to this Memorandum of Agreement as Appendix "B".

7. **Expedited Arbitration**

Effective the date of ratification, the Employer and the Union agree to the new Letter of Understanding, Expedited Arbitration attached to this Memorandum of Agreement as Appendix "C".

8. **Benefits**

- (a) Effective the first of the month following the date of ratification, the Employer and the Union agree that subject to the terms and conditions of the extended health care plan, employees will be eligible for up to fifteen (15) massage therapy visits per calendar year.
- (b) Effective the first of the month following the date of ratification, the Employer and the Union agree to amend Article XIV.H.1.b as follows:

"Optical care insurance to a maximum of ~~three~~ **four** hundred dollars (~~\$300.00~~) **\$400.00** per two (2) years payable is provided in accordance with the terms of the contract with the insuring company. The College will contribute toward the premium cost for optical care insurance in the amount of one hundred percent (100%) of the monthly premiums.

9. **Exclusions**

Effective the date of ratification, the Employer and the Union agree that the following positions which are currently Langara CUPE 15 bargaining unit members will become excluded / exempt positions:

- Human Resources Assistant
- Human Resources Services Clerk

10. **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 4<sup>th</sup> day of March, 2013.

BARGAINING REPRESENTATIVES FOR  
THE EMPLOYER:

Dawn Palmer  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

BARGAINING REPRESENTATIVES FOR  
THE UNION:

Karine Currie  
B. M. [Signature]  
[Signature]  
Zeljka Komarac  
[Signature]  
[Signature]

## **APPENDIX "A"**

College Proposal # 11, a:

Appendix XXV – LETTER OF INTENT JOB EVALUATION PROCESS

The parties agree to renew the Letter of Intent Job Evaluation process with the understanding that the Letter of Intent shall expire on March 31, 2014 or for the duration of this collective agreement, whichever date is later.

College Proposal #11, b:

Appendix XXVI – LETTER OF UNDERSTANDING INTEGRATION OF IETS GRID INTO SCHEDULE B

The parties agree to the renewal of the Letter of Understanding with the following amendments:

APPENDIX XXVI

LETTER OF UNDERSTANDING  
INTEGRATION OF IETS GRID INTO SCHEDULE B

During the term of this agreement, the College will review and explore the positions currently on the ICS Pay Scale for the possible integration into Schedule B, CUPE Schedule of Wages.

**The Union and the College will meet within sixty (60) days of the signing of the collective agreement to review and discuss the possible integration of the ICS Pay Scale into Schedule B. Either party may request for an extension to the time limit by mutual consent of both parties.**

Any recommendations are to be subject to approval by the PSEA prior to implementation.

College Proposal # 12, d:

Appendix XIV – LETTER OF UNDERSTANDING COLLEGE HARASSMENT POLICY

The parties agree to amend the Letter of Understanding by updating the policy nomenclature to, “College Human Rights Policy”.

APPENDIX XIV

LETTER OF UNDERSTANDING

COLLEGE **HUMAN RIGHTS POLICY**

The Union and the College will meet within sixty (60) days of the signing of the Collective Agreement to discuss revisions to the College’s **Human Rights Policy**. If the Union and the College agree, any changes will be reflected in Article VIII E of the Agreement.

Any recommendations are to be subject to approval by the PSEA prior to implementation.

HOUSEKEEPING College Proposal #13:

Information Technology (IT) Department name change

The parties agree to update the reference of “ICS” to “IT” throughout the collective agreement.

HOUSEKEEPING College Proposal #14:

Disciplinary Meetings – Article VIII G

The parties agree to update the reference of “Supervisor” to “Manager”:

“Whenever a Langara College **Manager** meets with an employee who is a member of this CUPE Local 15 bargaining unit for the purpose of reprimanding or disciplining the employee, the employee has the right to have a witness or a Shop Steward of the Union present.”



HOUSEKEEPING College Proposal #15:

General Provisions – Consultations – Article XVIII M

The parties agree to reference the term of “Administrator/Supervisor” to “Manager”:

“The parties encourage consultation on appropriate issues at the Manager and Steward/employee level.”

HOUSEKEEPING College Proposal # 16:

Letter of Understanding Forty (40) Hour Work Week – Appendix XX

The parties agree to amend the Letter of Understanding to remove reference of position title, “Building Services Manager”, and references related to retired employee, Mel Fearman.

APPENDIX XX

LETTER OF UNDERSTANDING  
FORTY (40) HOUR WORK WEEK

The parties agree that while the incumbents of the positions of ~~Building Services Manager~~, Receiver (a) and (b) and Receptionist/Switchboard Operator work a forty (40) hour work week; employees in these positions (both permanent and temporary), ~~with the exception of Mel Fearman~~, shall be paid at the classified pay grade, and hourly rate for the position, or a bi-weekly rate based on eighty (80) straight-time hours.

For overtime purposes the normal hours for these employees will be eight (8) hours per day or forty (40) hours per week.

~~The parties agree that Mel Fearman shall continue to be paid under the +4 pay grade system wherein he works forty (40) hours per week, but is paid for thirty five (35) hours per week at a rate four (4) pay grades higher than the classified level of his position for as long as he is in his current forty (40) hours per week position, after which time each new incumbent will be paid in the amended manner detailed in the paragraphs above.~~

**Letters of Understanding:**

1. APPENDIX I - LOU COMPRESSED WORK WEEK SCHEDULE (NINE-DAY FORTNIGHT SYSTEM) - *RENEW*
2. APPENDIX II - LOU EXPERIMENTAL WORK SCHEDULES - *RENEW*
3. APPENDIX III - LOU PERMANENT TERM POSITIONS - *RENEW*
4. APPENDIX IV - LOU FLEXTIME - *RENEW*
5. APPENDIX V - LOU EARLY RETIREMENT INCENTIVE AGREEMENT – *RENEW*
6. APPENDIX VI - LOU RECOVERY OF CLAIMED "OVERPAYMENTS" - *RENEW*
7. APPENDIX VII - LOU PRE-RETIREMENT – REDUCED WORK WEEK - *RENEW*
8. APPENDIX VIII - LOU LAYOFF - *RENEW*
9. APPENDIX IX - LOU PAY EQUITY - *RENEW*
10. APPENDIX X - LOU FEE WAIVERS - *RENEW*
11. APPENDIX XI - LOU BENEFITS CONTINUATION - *RENEW*
12. APPENDIX XII - LOU CONTRACTING OUT– COLLEGE MOVES - *RENEW*
13. APPENDIX XIII- LOU RATIFICATION MEETINGS - *RENEW*
14. APPENDIX XV - LOU PROMOTION AND TRANSFER - *RENEW*
15. APPENDIX XVI - LOU LETTER REGARDING POSTING OF A PERMANENT VACANCY UPON CONFIRMATION OF A LONG TERM DISABILITY - *RENEW*
16. APPENDIX XVII - LOU BARGAINING UNIT WORK- *RENEW*
17. APPENDIX XVIII - LOU USE OF AGENCY EMPLOYEES - *RENEW*
18. APPENDIX XIX - LOU CONTRACTING OUT - *RENEW*
19. APPENDIX XXI - LOU ESCALATING COSTS OF BENEFITS - *RENEW*
20. APPENDIX XXII - LETTER OF INTENT JOB DESCRIPTIONS - *RENEW*
21. APPENDIX XXIII – LOU ACCESS TO EMPLOYEE PERMIT PARKING - *RENEW*
22. APPENDIX XXIV - LOU STAND-BY, REMOTE CALL-OUT AND CALL-BACK - *RENEW*
23. APPENDIX XXVII - LOU COLLECTIVE BARGAINING 2010 – COMPENSATION RE-OPENER - *DELETE*

- 24. APPENDIX XXVIII - LOU PEER TUTORS: TERMS OF REFERENCE - *RENEW*
- 25. APPENDIX XXIX - JOINT STANDING COMMITTEE - *RENEW*

**LETTER OF UNDERSTANDING**  
**RESPECTFUL WORKING ENVIRONMENT**

**1. Preamble**

The parties recognize that mutual understanding and respect are fundamental to achieving a collaborative and positive working relationship, which is the cornerstone of an effective environment in which employers and employees work.

The parties further recognize that certain types of conduct, such as interpersonal conflict and bullying in the workplace create barriers to these objectives and result in both financial and relational costs.

Examples of financial costs include, but are not limited to increased sick leave usage, increased short term and long term disability leaves, workers' compensation claims, decreased levels of performance, and the costs associated with investigations, grievances, mediations, arbitrations, and human rights complaints as well as recruitment and retention costs.

Examples of relational costs include, but are not limited to, the loss of personal dignity, impact on career development, as well as the loss of both trust and respect for individuals and the institution.

**2. Mandate**

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

- (i) enhance understanding of interpersonal conflict and bullying, and the effects thereof in the workplace;
- (ii) ensure that all members of the College community are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and
- (iii) actively promote the development and maintenance of a respectful workplace environment.

**3. Committee Timelines**

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

## APPENDIX "C"

### LETTER OF UNDERSTANDING

#### EXPEDITED ARBITRATION

The parties agree that the following expedited arbitration process will be used for the resolution of grievances:

#### 1. Expedited Arbitrations

Where a difference arises relating to the interpretation, application or administration of this agreement, including where an allegation is made that a term or condition of the agreement has been violated, either party may, after exhausting the steps of the grievance procedure under this agreement, notify the other party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

#### 2. Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
  - i. Dismissals;
  - ii. Suspensions in excess of five (5) working days;
  - iii. Policy grievances;
  - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
  - v. Grievances requiring the presentation of extrinsic evidence;
  - vi. Grievances where a local party intends to raise a preliminary objection; and
  - vii. Grievances arising from the duty to accommodate.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2(a) above, may be referred to arbitration under the provisions of Article 4.
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

#### 3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within then (10) calendar days of appointment, on a rotating basis.

- Kate Young
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson

- Joan Gordon

If none of the listed arbitrators is available within ten (10) days, the local parties shall agree to another arbitrator who is available within ten (10) days of appointment. The parties may agree to select an arbitrator not on this list, by mutual agreement.

#### 4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either party. This does not preclude either party from using staff who may be lawyers.

#### 5. Agreed Statement of Facts

The parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

#### 6. Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

#### 7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The parties shall make limited use of authorities during their presentations.

#### 8. Mediation

- a) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

#### 9. Issuance of Decision

The decision of the arbitrator is to be completed on the agreed form and mailed to the parties within three (3) working days of the hearing.

#### 10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.

- c) The decision or award, including mediated settlements, is final, binding and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

- a) The parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the College or at the offices of the association where possible to minimize costs.

12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the Labour Relations Code.