

**BETWEEN**

**LANGARA COLLEGE**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 15**

**VANCOUVER MUNICIPAL, EDUCATION &  
COMMUNITY WORKERS**

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**APRIL 1, 2010 - MARCH 31, 2012**

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About CUPE Local 15 - Vancouver Municipal, Education and Community Worker's Union  
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### The Local Union

The CUPE 15 is the bargaining agent for the support staff at Langara College. In addition, the Union represents employees of 17 other employers in the Lower Mainland.

The members (approximately 6,000) of the CUPE Local 15 are represented by an Executive Board which carries on the business of the Union between general meetings.

### General Membership Meetings

Meetings are held the fourth Wednesday of every month at 5.30 p.m. The purpose of the Local meeting is to keep Members informed on what is happening in the Union. Policies that affect the Local and you as a member are made at these meetings. Special meetings of your Contract group may be held at your request.

### Local 15 By-laws

The Local 15 By-laws outline your duty as a Local 15 Member and details the regulations and bylaws that govern Local activities. Any questions on the By-laws can be answered by your Shop Steward or an Executive Member.

### Union Staff

The Union employs Staff Representatives, clerical support staff, Job Evaluation Representatives and Building Maintenance Workers. These employees carry out much of the work of the Union at the direction of the membership and Executive Board. The staff are part of an integrated team, attending to problems involving the Union members, providing research information, and assisting in grievances, negotiations and administration of the Collective Agreement.

### CUPE

The Canadian Union of Public Employees is Canada's largest union. CUPE represents more than 600,000 workers in a wide range of occupations from coast to coast.

CUPE is a democratic Union in which the members make the decisions and set the policies. At all levels, it is the rank-and-file members who determine by majority vote what the Union does.

The CUPE Constitution accordingly belongs to the members of CUPE. It determines the Union's objectives and how the Union operates. It forms the basis for the functioning of the more than 2,152 CUPE local unions across Canada.

THIS AGREEMENT, effective the **twenty-ninth** day of **JUNE, 2011**

BETWEEN:

LANGARA COLLEGE, of the City of Vancouver in the Province  
of British Columbia

(hereinafter called "the College")

OF THE FIRST PART

AND:

CUPE Local 15, VANCOUVER MUNICIPAL, EDUCATION and  
COMMUNITY WORKERS of the City of Vancouver, in the  
Province of British Columbia

(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS the College is an employer within the meaning of the Labour  
Relations Code of British Columbia;

AND WHEREAS the Union is the bargaining authority for all employees of the  
College covered by the Union's certification;

AND WHEREAS the Union and the College hereto have carried on collective  
bargaining under the terms of the said Act and have reached agreement as  
hereinafter expressed,

NOW THIS AGREEMENT WITNESSETH that the Union and the College hereto  
agree each with the other as follows:



## I TERM OF AGREEMENT

This Agreement shall be for a term of **twenty-four (24) months from April 1, 2010 to March 31, 2012**, 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.

## II SCHEDULES TO GOVERN

Whenever there is conflict between the schedules to this Agreement and the general terms of the Agreement, the provisions of the schedule shall govern.

## III DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

The following definitions and coverages shall apply in this Agreement:

1. The "College" means the Board of Langara College.
2. "College President" means the President and Chief Executive Officer of Langara College.
3. "Director, Human Resources" means the person so employed and designated.
4. "Union" means the CUPE Local 15, Vancouver Municipal, Education and Community Workers (V.M.E.C.W.).
5. Permanent Employee

An employee who has been appointed to permanent staff by the College following six (6) months of satisfactory service 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 a reasonable time. Approvals shall not be unreasonably withheld. A permanent employee is entitled to all employee benefits provided by the Agreement.

6. Probationary Employee
  - a. A new permanent employee shall be considered in a probationary capacity until the satisfactory completion of six (6) months service.

### III DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

- b. The probationary period shall be for the purpose of determining competence and suitability for permanent employment in that position in which the employee is placed in probationary capacity. The employment of a probationary employee can be terminated at any time during the probationary period without pay in lieu of notice, subject to grievance procedure.
- c. A probationary employee's competence and suitability for permanent employment will be determined on the basis of factors such as:
  - i) the quality of work;
  - ii) conduct;
  - iii) capacity to work harmoniously with others;
  - iv) ability to meet work performance standards set by the College.
- d. If a probationary employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of employment.
- e. A probationary employee is entitled only to the following employee benefits: annual vacations, general (statutory) holidays and Christmas and New Year's days off, as provided in Articles XIV A, XIV C and XIV D respectively and sick leave (see Article XIV E.1), jury duty and court appearance leave (see Article XV G), bereavement leave (see Article XV D) and pregnancy and parental leave (see Article XV, Section F).

#### 7. Temporary Employee

- a. A temporary employee is an employee who is appointed:
  - i) as a casual from day-to-day; or
  - ii) from a stipulated date to a stipulated date which may be extended to another stipulated date if necessary.

A temporary appointment is not intended to be ongoing and therefore does not obligate the College to offer, nor the employee to accept, subsequent reappointment, except as otherwise provided. However, this article does not prevent the College from offering or the employee from accepting subsequent reappointment. This provision will not affect the applicable sections of Article XI H (Promotion and Transfer).

- b. A temporary employee, upon appointment, is entitled only to the following employee benefits, as provided for such employee: Annual vacations, general (statutory) holidays and Christmas and New Year's days off as prescribed in Articles XIV A, XIV C and XIV D respectively.

A temporary employee is entitled to sick leave benefits as provided in Article XIV E, XV A and XV B, and bereavement leave, as provided in Article XV D.

### III DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

#### 7. Temporary Employees

- c. A temporary employee shall be paid an amount of ten percent (10%) in lieu of the following benefits: sick leave, pension, deferred savings, health insurance, group life and voluntary life insurance, short term salary indemnity, long term salary indemnity, gratuity plan, dental plan and paid bereavement leave. Such temporary employee shall, however, be entitled to annual vacation, general holidays and Christmas and New Year's days off in accordance with the respective provisions of this collective agreement.
- d. A temporary employee upon having worked eight hundred and fifty (850) hours may opt in writing to receive benefits specified in c) above and forego the ten percent (10%) payment in lieu. In either event, such employee shall continue to be entitled to annual vacation, general holidays and Christmas and New Year's days off in accordance with the respective provisions of this collective agreement.
- e. Temporary employees engaged on a casual basis from day to day and paid on a timesheet basis shall be entitled to vacations as follows:
  - i) Payment for vacation shall be made each pay day along with regular earnings and other entitlements for that particular pay period.
  - ii) Payment shall be made on the basis of two percent (2%) of basic earnings for each five (5) working day entitlement.
- f. A temporary employee appointed to a posted temporary position of six (6) months or more shall be appraised during the first six (6) months in that position taking into account:
  - i) the quality of work;
  - ii) conduct;
  - iii) capacity to work harmoniously with others;
  - iv) ability to meet work performance standards set by the College.

The employment of a temporary employee can be terminated at any time during the appraisal period without pay in lieu of notice, subject to the grievance procedure.

- g. A temporary employee who has accumulated eight hundred fifty (850) hours of length of service will maintain internal status and length of service for posted vacancies which close within five (5) months following the end of their employment. To facilitate application of this provision, temporary employees should indicate their last day worked or if currently employed on their application.

### III DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

#### 8. Benefits For Less Than Full-time

An employee who has qualified for employee benefits under the provisions of this Collective Agreement shall retain such benefits as long as they are employed on the basis of an average of fourteen (14) hours per week or more. Should such employee subsequently average less than fourteen (14) hours per week they shall receive ten percent (10%) in lieu of specified benefits as per Article III 7 c.

#### 9. Retirement for Pension Purposes

The minimum and maximum retirement age **for pension purposes** shall be in accordance with the **Municipal Pension Plan Rules**.

### IV NOTIFICATION OF VACANCIES

1. The College agrees that before filling any
  - a. permanent position, or
  - b. temporary vacancy covered by this agreement anticipated to exceed three (3) months,notice of such vacancy shall be posted in such conspicuous places as may be designated by the College. A permanent position shall be posted for a minimum of ten (10) working days and a temporary position shall be posted for a minimum of seven (7) working days.
2. Should a temporary position which was not required to be posted in accordance with the foregoing ultimately exceed, or at any time be expected to exceed three (3) months, it shall be posted at that time. While the position is being filled, the employee may remain in this temporary position for a reasonable transitional period.
3. Should a posted temporary vacancy ultimately become permanent, it shall be re-posted at that time.
4. A notice of vacancy shall be compatible with, and essentially represent the current job description of the available position and will include:
  - a complete statement of the duties and responsibilities and desirable qualifications for the position,
  - a statement that “an equivalent combination of education and experience may be considered”,
  - classification title,
  - current work location (without prejudice to the right of the College to transfer employees),
  - hours and days of duty,
  - salary range and any particular premiums associated therewith,
  - competition closing date,
  - statement that this position is open to both male and female applicants,
  - where the available position is "Temporary" the notice shall so specify stating the anticipated duration of employment.

#### IV NOTIFICATION OF VACANCIES

5. **The College in determining the superior candidate in selection process may utilize various selection tools including applicant testing. Candidate testing will be consistent with the job description.**
6. Upon the prior written request of the employee, the College is obligated **to send by mail or e-mail** to a confirmed address notices of posted job vacancies occurring during an authorized leave of absence.
7. The College shall mail to the confirmed addresses of all laid-off permanent employees subject to recall, all notices of vacancies referenced herein.
8. A temporary position equal to or greater than fourteen (14) hours per week which has existed for a continuous twelve (12) months and can reasonably be expected to be ongoing shall be established as a permanent position and shall be posted in accordance with this Article, subject to provisions of Article III 5.
9. The College will wherever reasonable combine part-time, temporary work which is ongoing to create regular positions equal to or greater than fourteen (14) hours per week in accordance with Article IV 7. Said work to be combined will normally be in the same classification or pay rate.
10. The College will consider the amount of overtime work and excess workload concerns when creating new positions. (Reference Article XI.M)
11. A temporary position which is established as permanent may, in accordance with Appendix III to this agreement, be established on a term basis by mutual agreement between the College and the Union and shall be posted as provided in this Article.
12. Should the College decide to eliminate or delay in filling vacant positions under the scope of this collective agreement, the College shall provide written advice to the Union, with a copy to the designated steward, within four (4) weeks of the position becoming vacant.
13. Once a position has been posted, the College shall not cancel that posting unless it can demonstrate that circumstances arose after the posting occurred which necessitated the cancellation. The College shall notify the Union in writing of such circumstances. If the Union does not agree with the College's decision, it may initiate a grievance commencing at Step 3 of the grievance procedure.

#### V RIGHTS OF MANAGEMENT

Any rights of Management which are not specifically mentioned in this Collective Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this Collective Agreement, always provided that such rights shall be exercised in a fair and equitable and non-discriminatory fashion.

V RIGHTS OF MANAGEMENT

The College may dismiss, suspend, or discipline an employee for just and reasonable cause. In the event of an arbitration arising out of such action the burden of proof is on the employer.

VI UNION SECURITY

A Membership

Every employee who is now, or hereafter becomes, a member of the Union shall maintain membership in the Union as a condition of employment; and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment, provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues.

Employees will be entitled to display Union shop cards and insignia of a size to be no larger than 5" x 7" on their person, at their work station, on College bulletin boards and at mutually agreeable locations on College buildings. The College accepts no responsibility for the cost or maintenance of these display materials.

B Excluded Positions

The College will notify the Union of the creation of any position which the College intends to treat as an excluded position, along with the reasons justifying such exclusion. Such notice shall be given upon creation of such position at least thirty (30) days prior to filling the new position.

C Meeting Space

CUPE - Local 15, VMECW will be provided with suitable separate office space for its exclusive use, at no cost to the Union.

Upon providing such space the College shall, to the best of its ability, make available private space to accommodate meetings between a Union representative and individual members in preparation for meetings with Management.

D Communication Systems

The College will provide the Union with access to the e-mail and voice mail systems. However, the Union shall not have access to the general broadcast features of the voice mail system.

## VII CHECK-OFF

In accordance with the provisions of Section 16 of the *Labour Relations Code* of British Columbia, the College will deduct from the wages of any employee covered by this Agreement, union dues and assessments levied in accordance with the by-laws of the Union. For new employees, these deductions will commence on their first day of employment.

## VIII EMPLOYEE RIGHTS

### A Job Description

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

### B Personal Duties

Employees will not be required to perform personal duties for supervisory personnel.

### C Picket Lines

Employees shall not be disciplined by the College for refusing to cross a legal picket line. Where employees refuse to cross a legal picket line at their normal place of duty, they shall be considered absent without pay.

### D Human Rights

The College shall not refuse to employ, or to continue to employ, or to advance or promote a person, or discriminate against a person in respect of employment or condition of employment unless reasonable cause exists for such refusal or discrimination.

For the purposes of the foregoing, the race, creed, religion, colour, age, marital or parental status, ancestry, place of origin, disability, political belief or union membership or activity, or sexual orientation of any person or class of persons shall not constitute reasonable cause; the sex of any person shall not constitute reasonable cause unless it relates to the maintenance of public decency; a conviction of a criminal or summary conviction charge shall not constitute reasonable cause unless such charge relates to the occupation, or employment or to the intended occupation or employment, advancement or promotion of a person. Any allegation of discrimination shall be dealt with through the Grievance Procedure, with the burden of proof being on the Union.

## VIII EMPLOYEE RIGHTS

### E Sexual and Personal Harassment

1. The College is committed to providing all employees with a work environment free from sexual and personal harassment.
2. For the purposes of this Article, sexual harassment is defined as follows:
  - a. Unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted; or
  - b. Unwanted physical contact such as touching, patting, pinching, or punching; or
  - c. Implied or expressed promise of reward for complying with a sexually oriented request; or
  - d. Implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
  - e. The inappropriate display of sexually oriented literature, or pornographic material.
3. For the purposes of this Article, personal harassment is defined as follows:
  - a. Physical threat, intimidation, or assault, or unwelcome physical contact such as touching, patting, pinching and punching; or
  - b. Unwelcome behaviour or comment that is directed at, or offensive to any employee that demeans, belittles, causes personal humiliation or embarrassment to that employee or any other employees; or
  - c. Implied or expressed promise of reward or threat of reprisal, or the denial of opportunity for refusal to comply with a request which is unrelated to any employee's assigned duties.
  - d. The improper use of power and authority inherent in the position held, to endanger an employee's job, threaten the economic livelihood of an employee, or in any way interfere with or influence the career of such an employee.
  - e. Remarks or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work and study.
4. Any allegation of sexual or personal harassment shall be dealt with through the grievance procedure subject to the following:
  - a. Where a person who is the subject of the complaint is the College representative at any step of the grievance procedure, the Union may bypass that step of the procedure or present the grievance to another appropriate College representative.



## VIII EMPLOYEE RIGHTS

- b. College or Union representatives, in the course of investigation of a complaint of harassment, shall have regard for the privacy and confidentiality of the grievor and all employees involved in the complaint.
  - c. An arbitrator, in the determination of a complaint of harassment, may take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.
5.
    - a. Employees against whom a grievance of complaint has been filed shall have the right to know what allegations have been made against them, and shall have the right to request Union representation at all meetings, interviews and hearings where the employee's presence is requested.
    - b. The Union has the right to represent an employee at all meetings, interviews and hearings where the complainant's presence is requested.
  6. An employee who chooses to file a complaint in accordance with the College's Harassment Policy, and does not achieve a satisfactory resolution, may file a grievance at Step 3 of the grievance procedure.
  7. Employees shall be able to deal with matters related to harassment on a confidential basis with the Human Rights Co-ordinator.

Therefore the College Human Rights Co-ordinator shall not be called to be a witness at an arbitration hearing in any dispute relating to harassment in which he/she has been involved as the College Human Rights Co-ordinator.

In addition, confidential or personal documents provided to the College Human Rights Co-ordinator by the employee shall not be used in any grievance/arbitration without the employee's current consent unless said documents are available to the College independent of the College Human Rights Co-ordinator.

8. Time limits shall be waived for grievances filed under Article VIII E.6 above.

### F Transfer Within CUPE Local 15 - V.M.E.C.W.

CUPE Local 15 members, hired directly from other employers, will be credited with their accumulated length of service for vacation, increment and benefit entitlement purposes. Seniority will not be transferred.

### G Disciplinary Meetings

Whenever a Langara College supervisor meets with an employee who is a member of this CUPE Local 15 bargaining unit for the purpose of reprimanding or disciplining the

## VIII EMPLOYEE RIGHTS

employee, the employee has the right to have a witness or a Shop Steward of the Union present. Where a meeting, without notice, becomes a disciplinary meeting, the employee will have the right to temporarily adjourn the meeting and to arrange for a witness or a Shop Steward of the Union to be present.

The College will advise the employee in advance that a meeting is intended to be disciplinary, and will advise the employee of their right to have a witness or a Shop Steward present.

### H Video Display Terminal Operators' Protection

In keeping with the College's commitment to the occupational health of its employees engaged in the operation of equipment with video display terminals, (V.D.T. Operators), the following apply specifically to such employees:

1. All installations shall meet with the approval of either Workers Compensation Act, the Workplace Act or any other statute of the Province of British Columbia or the Government of Canada.
2. Pregnant employees shall be entitled, upon request, to be transferred to other work, away from the V.D.T., without loss of pay.
3. Employees shall not be compelled to work longer than two consecutive hours at a V.D.T., before receiving either a rest or meal break or assignment to other duties, for a minimum of fifteen (15) minutes.

### I Written Response

Employees are entitled to receive from the College, within a reasonable period of time, a written response to a written request made.

### J Personnel File

An employee shall be provided at the time of filing with a copy of evaluation performance statements, letters of commendation and reprimand, and any other documents which may be the basis of disciplinary action. It shall be clearly indicated to the employee at the time of filing that such material is to be placed in their personnel file.

An employee or their designate shall have access to all material in their official personnel file at a time or at times mutually convenient to the employee and to the College. Examination of the contents of the official personnel file shall be in the presence of a person authorized by the College.

When within eighteen (18) months there have been no related incidents or recurring pattern of behaviour which resulted in a reprimand or disciplinary action, the Director, Human Resources, upon written request of the employee, shall remove the adverse

## VIII EMPLOYEE RIGHTS

material from their personnel file. Should an employee fail to request removal of the adverse material, it will be deemed to have been removed.

When an employee leaves the service of the College, it shall be the policy of the College not to divulge to prospective employers any adverse reports or letters of reprimand issued up to six months prior to the date of termination.

The College shall not introduce at disciplinary proceedings any document, etc. from an employee's personnel file which was not given to the employee at the time it was placed in the file.

All grievance correspondence will be held in a file separate from the employee's personnel file.

### K Trade Union Activity

There shall be no discrimination against any employee because of membership or activity in the Union or for the exercise of rights, privileges and benefits provided by this Agreement.

### L Ethics/College Policy

Where an employee feels that they are being asked to do something unethical, or in violation of College policy, they may pursue the matter through the grievance procedure, commencing at Step 1 or 2, at the employee's option, but this will not be arbitrable.

## IX GRIEVANCE PROCEDURE

Any differences concerning the dismissal, discipline, or suspension of an employee or the interpretation, application, or operation of this Agreement, or any alleged violation of this Agreement, and any question as to whether any matter is arbitrable, shall be dealt with without undue delay, or stoppage of work.

### A Grievance Procedure

All grievances shall be dealt with in the following manner:

#### Step 1 (Optional)

An employee, and at their option, a Shop Steward, may discuss the complaint with their immediate supervisor within fifteen (15) working days from the date they became aware of the event leading to the complaint. A written response will be provided to the employee and/or Shop Steward within five (5) working days of the meeting. Failing a satisfactory resolution, the grievance may be advanced as follows:

## IX GRIEVANCE PROCEDURE

### Step 2

The grievance will be advanced in writing, indicating the general nature of the grievance, to the immediate Supervisor and appropriate Administrator or delegate with a copy to the Union office. This will be done within the latter of:

- seven (7) working days of the Step 1 response; or
- fifteen (15) working days of the date on which the grievor became aware of the incident giving rise to the grievance.

The grievor(s) with the Shop Steward shall meet with the immediate supervisor and appropriate Administrator or delegate to discuss and attempt to resolve the grievance within five (5) working days of the receipt of the grievance. A written response will be provided to the Shop Steward with a copy to the Union Office within ten (10) working days of the meeting.

### Step 3

Should no settlement have occurred, the difference may be referred by the Grieving party within seven (7) working days of the Step 2 response to the Staff Representative of the Union and to the Director, Human Resources of the College or their respective delegates who shall endeavour to settle it.

The parties shall meet to investigate and attempt to resolve the grievance within five (5) working days of receipt of the referral to Step 3. A written response will be provided to the Staff Representative or delegate within ten (10) working days of the meeting.

### Step 4 Binding Arbitration

#### Single Arbitrator

Should either party decline to accept the referral to, or recommendations of, the investigator then the matter may be referred to a single arbitrator for final and conclusive determination.

The single arbitrator shall be chosen from the following list of arbitrators:

<b>John B. Hall</b>	Joan McEwen	Karen Nordlinger	David McPhillips
<b>Bob Pekeles</b>	Vince Ready	Bob Diebolt	Judi Korbin

Additional names may be added by mutual agreement.

The selection of the single arbitrator must be agreed to within seven (7) working days or either party may apply to the Chair of the Labour Relations Board to make such appointment from the preceding list.

The decision of the single arbitrator shall be final and binding and enforceable on all parties. This decision shall be made and transmitted to both parties within twenty-one (21) days from the conclusion of the arbitration hearing.

## IX GRIEVANCE PROCEDURE

All costs and expenses incurred by the arbitrator shall be shared on an equal basis.

### Arbitration Board

Notwithstanding the foregoing, either party may require that a dispute be heard by a three person arbitration board.

Such option must be communicated to the other party within seven (7) working days of advancement to arbitration.

One member is to be appointed by each of the parties and the appointees shall then choose the chairperson from the preceding list. Failing agreement within seven (7) working days, either party may apply to the Chair of the Labour Relations Board to make the appointment from the list.

The decision of the arbitration board shall be final and binding upon both parties and will be transmitted to both parties within twenty-one (21) working days after the conclusion of the arbitration hearings. Each party shall pay its own expenses and the remuneration and disbursements of its appointee to the board. The parties will share equally the costs of the chair, including expenses.

- B The grievor(s) or the Union shall be responsible for advancing the grievance to each succeeding Step and shall do so by notifying the College in writing, not later than seven (7) working days from receipt of the written response. Only the Union may advance Union or employee grievances to Step 4. The succeeding stage shall commence the day following receipt of such notice. Where notification is to proceed to the arbitration stage, Step 4, the time limit shall be twenty-five (25) working days from the expiration of the previous stage. If such notice is not given, the grievance shall be deemed to be abandoned and all recourse to the grievance procedure shall be at the end. Time limits are intended to result in the prompt resolution of grievances.
- C In the event that the appropriate college representative is unavailable to meet within the time limits prescribed in this Article, the time limits may be extended or the grievance may be elevated to the next step in the procedure.
- Extensions to the time periods in the procedure shall be made only by agreement of the Union and the College.
- D An employee who is reinstated by an Arbitration Board or a single Arbitrator shall be entitled to reinstatement without loss of seniority.
- E Where either the Union or the College disputes the general application, interpretation or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Director, Human Resources or the Union Staff Representative as the case may be.
- F The grievor(s) and the Shop Steward and Union Staff Representative (when involved) shall be entitled to a reasonable period of time in order to prepare for and attend meetings at any step of the grievance procedure and shall not suffer loss of pay by virtue of such

IX GRIEVANCE PROCEDURE

attendance, provided that they are in receipt of pay at the time. Scheduling of such time will be arranged with appropriate supervisor(s), who will take into consideration the needs of the department. The grievor and Shop Steward will normally advise their immediate supervisor prior to leaving their workstation to prepare for and attend grievance meetings.

- G Where an employee grieves failure to be appointed to a posted vacancy, the written reasons for the non-promotion will be provided by the College at Step 2 of the grievance procedure.

Job selection grievances will be submitted to, and discussed with, the Administrator or delegate responsible for filling the vacancies.

- H Grievances involving dismissal, lengthy suspension, job selection, benefits or payroll related matters may be referred directly to Step 3 of the grievance procedure, within the time limits prescribed in Step 2 of the grievance procedure.

- I In order to facilitate operation of this Article, the Union will provide the College with a list of current Shop Stewards.

**GRIEVANCE PROCEDURE<sup>1</sup>**

TIME LIMIT IN WORKING DAYS						
Step	Method to Initiate	Who's Involved	Initiate	Meeting to Happen	Response to Meeting	Comments
1 <sup>2</sup>	Verbal to immediate supervisor	<ul style="list-style-type: none"> <li>- Grievor</li> <li>- Steward (Optional)</li> <li>- Immediate supervisor</li> </ul>	Within 15 days of becoming aware of the problem	Within 15 days of becoming aware of the problem	Within 5 days to employee and/or Steward	Grievor, Steward provided preparation and meeting time at all stages
2	Written notice to immediate supervisor, copy to Administrator and Union Office	<ul style="list-style-type: none"> <li>- Grievor</li> <li>- Steward</li> <li>- Immediate supervisor</li> <li>- Administrator (or delegate)</li> </ul>	Within 7 days of Step 1 response or 15 days if Step 1 bypassed	Within 5 days of receiving grievance	Written to Steward with copy to Union within 10 days of meeting	
3	Written to Director, Human Resources	<ul style="list-style-type: none"> <li>- Grievor</li> <li>- Steward</li> <li>- Staff Representative (or delegate)</li> <li>- Director, Human Resources (or delegate)</li> </ul>	Within 7 days of Step 2 response	Within 5 days of receipt of referral	Written to Staff Representative (or delegate) within 10 days of the meeting	Option to start grievances at Step 3: e.g. dismissal, lengthy suspension, benefits, job selection or payroll
4	Written to Director, Human Resources	<ul style="list-style-type: none"> <li>- As above plus 1. Arbitrator or 3 person Arbitration Board</li> </ul>	Within 25 days of expiration of previous Step 3	When able to schedule	Written to Union and Employee and Labour Relations within 21 days of Hearing	Final and binding costs shared equally. Option to use lawyers

Note 1: This chart is provided for reference purposes. If there is a dispute between the chart and the collective agreement, the collective agreement language shall prevail.

Note 2: Optional can go directly to Step 2

X **JOB EVALUATION**

A The **Job** Evaluation System

**Job** evaluation shall be governed by the procedures and definitions set out in the Langara College/CUPE Local 15 - V.M.E.C.W., Gender Neutral Position Evaluation Plan ("The Plan").

B **Job** Evaluation Requests

**For the term of this collective Agreement, the job evaluation review process shall be governed by the Letter of Understanding referenced in Appendix XXV and subject to the criteria contained within this Article. In the event the parties do not amend or renew the LOU, the provisions of the collective agreement will apply.**

1. A request for **job** evaluation may originate with the employee, the Union, or the employer. Such requests, detailing the reasons why a change is deemed to be necessary, must be made in writing to the Director, Human Resources on a position description questionnaire provided for this purpose. Copies of all requests for **job** review submitted by the employee shall be provided to the Union.
2. Except by mutual agreement of the Union and the College, or where a significant change in the **job** can be demonstrated, a request for **job** evaluation from any source may be rejected by either the Union or the College if the **job** has been reviewed and dealt with during the past two (2) year period immediately prior to the date of the request. Should the parties fail to agree on the status of any such request, the matter may be referred for a decision to the arbitrator as provided in **X.D.2**.
3. All requests for a **job** evaluation shall be dealt with and the employee and the Union shall be provided with the **finalized Job Description** within **twenty-five working days** from the date of application.

**Within fifteen (15) working days of receipt of the finalized Job Description, the Union will identify to the College any discrepancies relating to the responsibilities, duties, and tasks of the job that need to be addressed in the Job Description. If there are discrepancies, the Union will provide written documentation to be considered by the College.**

4. **College will provide to the Union and incumbent(s) the completed review with the Job Description and Ratings applied under the Gender Neutral Position Evaluation Plan within twenty five (25) working days of the completion of the Job Description in X.B.3.**

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.
  - ii) In such circumstances an external salary review will be conducted. This 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 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 or a substitute agreed by the parties, for final and binding determination.
  - vi) Such adjustments shall be recognized as special anomalies and would not allow 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.

X

**JOB EVALUATION**

- f. 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 X.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 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.D.1.**, to John Kinzie 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.

E Joint Job Evaluation Committee

A committee of Union and College representatives will oversee the Position Evaluation System. The committee may recommend changes in procedures or terms of reference and, once ratified by both the College and the Union, such changes will form part of the Collective Agreement.

The committee will establish its own procedures and will be comprised of not more than three Union representatives and three College representatives. At the initiative of either party, others, with expertise or experience in this area, may attend committee meetings as a resource.

X           **JOB EVALUATION**

The committee may depart from the terms of the Letter of Understanding on Gender Neutral Position Evaluation System by mutual agreement.

XI          **WORKING CONDITIONS**

A          Experimental Work Schedules

Terms and conditions of this agreement may be varied by mutual agreement between the College and the Union in order to implement work schedules which are modifications of the work schedules set forth in this Agreement. (Appendix I, II, III and IV)

B          Days of Work

Employees shall work a five-day week, except as otherwise provided in this Agreement. If employees can demonstrate hardship due to long term changes to current days of work, the parties will meet to discuss other options. If all other options are unworkable, the College will attempt to accommodate employees' needs through transfer or other mutually agreeable means which may include layoff.

C          Hours of Work

1.       The normal hours of work for employees covered by this Agreement shall be seven (7) hours per day. Each employee shall be entitled to a meal period of not less than thirty (30) minutes and not more than one (1) hour; such meal period shall not be included as part of the hours worked. In addition each employee shall be entitled to two fifteen (15) minute rest periods, one during the work period prior to the meal break and one during the work period after the meal break which shall be included as part of the hours worked.

The time when the meal period and rest period are taken shall be approved by the supervisor. The length of time between the starting and quitting times in a normal working day shall not exceed eight (8) hours. Except for an emergency, an employee shall have at least ten (10) clear hours free from work, exclusive of overtime hours, between the end of one shift and the commencement of the next shift. Overtime will apply to any hours worked during the above ten-hour period.

2.       Approval of the parties is required for any work week in excess of thirty-five (35) hours per week with the exception of those referenced in Schedule A (Pay Grade). Such approval shall not be unreasonably withheld. In the event that agreement to increase the normal work week cannot be reached, the matter may be referred to the Grievance Procedure commencing at Step 3.
3.       If employees can demonstrate hardship due to long term changes to current hours of work and shifts, the parties will meet to discuss other options. If all other options are unworkable, the College will attempt to accommodate employees' needs through transfer or other mutually agreeable means which may include layoff.

## XI WORKING CONDITIONS

### D Shift Work

1. Except in extraordinary circumstances, the College shall give a minimum of ten (10) working days' notice of a change in shift, unless the change results in the employee working hours that entitle the employee to an overtime wage. All changes of shift shall be discussed with the employee prior to the giving of notice. If the proposed shift change would result in hardship for the employee concerned, the College will endeavour to accommodate the employee's needs through transfer or other mutually agreeable means.
2. Any employee covered by this Agreement who is required to work a shift with a portion of the regular hours outside the normal span shall be paid a pay differential for the total regular hours on such days as follows:
  - a. if the shift commences at 6:00 a.m. or earlier or ends at 7:00 p.m. or later – five percent (5%); or
  - b. if the shift commences at 4:30 a.m. or earlier or ends at 8:30 p.m. or later - six and three-quarter percent (6 3/4%); or
  - c. if the shift commences at 3:00 a.m. or earlier or ends at 10:00 p.m. or later - nine percent (9%).

Shift differentials are not paid for overtime hours.

3. An employee covered by this Agreement who is required to work, as part of regular hours, days other than Monday to Friday, shall be paid nine percent (9%) above scheduled salary as specified in Schedule "B" hereto for such days. This differential is not applicable to overtime hours.
4. Regarding access to preferred shifts, See Article XVIII A 5 (Seniority).

### E Overtime

Subject to clauses 3 and 4, every employee who is authorized to work overtime shall, at the time of working such overtime, elect whether to be paid for it or receive compensating time off in lieu thereof.

1. An employee who elects to be paid for overtime shall be paid for such overtime in the following manner:
  - a. An employee shall be paid at one and one-half (1½) times the employee's regular rate of pay for the first four (4) hours worked in excess of their normal hours of work in any normal work week. All overtime worked by an employee in excess of four (4) hours in any normal work week shall be paid at double the employee's regular rate of pay; except that:

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- b. An employee shall be paid double their regular rate of pay for all time worked on scheduled rest days.
  - c. An employee authorized to work on a general holiday shall be paid at double time in addition to regular pay.
  - d. Regardless of the normal hours of work of an employee, the foregoing overtime provisions shall only be applicable to hours in excess of the full-time equivalent daily and weekly hours of each classification.
2. A temporary employee is entitled to the foregoing overtime benefits on the same basis as a full-time permanent employee in the same classification.
  3. An employee who elects to receive compensating time off in lieu of being paid for overtime shall be given compensating time off equivalent to the number of hours for which payment would have been made for the overtime so worked as provided in clause 1. Such time off shall be taken at a time mutually agreed upon between the employee and their department head. If an employee does not receive all compensating time off by August 31 of the year next following the year in which they worked the overtime entitling such compensating time off, or prior to leaving the service of the College for any reason (whichever event occurs first), the employee shall be paid in cash for the overtime for which no compensation was received.
  4. All overtime worked must be authorized by the President of the College or delegate.
  5. Notwithstanding clause 2 above, a temporary employee filling a position normally occupied by a permanent part-time employee shall be entitled to overtime based on the normal hours of work of the employee who regularly occupies the position.

### F Overtime - Meal Periods and Allowances

1. Where employees work overtime of less than two (2) hours beyond their regular full-time shift, an unpaid meal period of up to one-half (1/2) hour may be taken, at the employee's option.
2. An employee will be paid for a one-half (1/2) hour meal period at the prevailing overtime rates, and the College will provide a meal or reimburse the employee for reasonable meal expenses incurred up to a maximum of \$8.00 in the following circumstances:
  - a. when the overtime is worked immediately before or immediately following the employee's shift on a regular day of work and is two hours or longer, exclusive of any meal period;
  - b. where an employee works four (4) hours overtime at any other time, unless the employee has been notified on the previous working day of the need to work overtime.
3. Where an employee misses a paid meal period to which the employee is entitled, the employee shall nevertheless be paid at the prevailing rate for such missed meal period

## XI WORKING CONDITIONS

in addition to all time worked and shall be entitled to reimbursement for meal expenses in accordance with 2. above.

4. The College shall provide transportation, in the form of taxi vouchers, to employees who must work authorized overtime after 10.00 p.m., when the employee so requests.

### G Minimum Daily Pay

An employee, reporting for work at the call of the College, shall be entitled to their regular wage for the entire period spent at the place of work, with a minimum of four (4) hours' pay, for each call-out, unless the employee is unfit to perform their duties or has failed to comply with the Occupational Health and Safety Regulations of the Workers' Compensation Board.

In the event work is suspended because of inclement weather or other reason completely beyond the control of the College, the employee shall receive a minimum of two (2) hours' pay at their regular wage. Where the employee is a Student Aide reporting for work at the call of the College on a day when the student has scheduled instructional activity, the minimum pay for each call out shall be two (2) hours' pay.

### H Promotion or Transfer

1. On promotion or transfer to another position, a permanent employee shall serve a three (3) month trial period in the new position before the appointment is confirmed. If the appointment is not confirmed the employee, without loss of seniority, shall revert to their former position or in the event such former position no longer exists, may be assigned to a position of equal value for which they are qualified. Employees may opt to go back to their previous position, during the trial period as long as the previous position has not been filled. (see Appendix XV)
2. In filling job vacancies pursuant to Article IV of this agreement, first consideration shall be given to qualified internal applicants. If no qualified internal candidates apply, the College shall then consider qualified outside applicants. (For former temporary employees see Article III 7 g.)
3. An internal applicant who was not deemed qualified has recourse to the grievance procedure and the "onus at arbitration" is on the Union to show that the internal applicant is qualified to perform the job.
4. Unless the ability to perform the job by an employee with less seniority is superior, seniority shall be the determining factor. For the purpose of filling vacancies, length of service for temporary employees will be considered as equivalent to seniority for permanent employees.
5. The "onus at arbitration" is on the College to establish the superiority of a less senior applicant selected.
6. No grievance will be pursued or allowed on behalf of an employee junior to the one appointed to a vacancy.
7. Student Aides are not considered to have internal status for the purposes of this Article.

## XI WORKING CONDITIONS

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

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

9. The College will notify in writing, each internal applicant of the status of their application for transfer or promotion at an appropriate time in the selection process, normally when the applicant is no longer being considered.
10. When an employee who has received layoff notice applies on a posting for a position which they would be entitled to bump into, they may exercise such rights for the vacancy provided they possess the ability to perform the work currently required of the position.
11. When a position requires an employee to have certification in First Aid, Fire Abatement, WHMIS or CPR, the employee will be given ninety (90) days to acquire the certification. This provision will not apply when the College is legally required to comply continuously with a legal requirement.
12. The College is committed to career development of its' employees. In this spirit, the College will provide reasonable training and upgrading to deal with specific technology for College positions.

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

### I Temporary Positions

1. Where a temporary position becomes permanent and the incumbent is selected for continued appointment thereto, the first three (3) or six (6) months' (as applicable) service in said position shall be considered as the trial or probationary period.
2. Should a permanent employee be appointed to fill a temporary position, they shall, when such temporary work is completed, return to their former position without loss of seniority in such position, and any other employee who may have received promotion as a result of the temporary arrangement of positions in the department shall automatically revert to their former position.
3. Any person appointed to fill a posted temporary vacancy, and who is eligible for permanent appointment, shall be considered in a temporary capacity until the completion of six (6) months' service after which period, if such person continues in the same position on a permanent basis, seniority, holiday benefits, and any other benefits referable to length of service and to that particular employee shall be based upon the original date of employment.

XI WORKING CONDITIONS

J Temporary Re-Appointment Rights

Temporary employees who have been appointed in accordance with Article XI H will have the right of first refusal to all extensions and subsequent temporary vacancies in the posted position, providing their performance has been satisfactory. Re-appointment will also apply to any temporary work which may occur on a day-to-day basis.

The right of first refusal will be in effect for a period of three months from the expiry of their last appointment in the position.

The employee will keep the Human Resources Department advised of their availability on a bi-weekly basis.

Refusal of a re-appointment offer, without reasonable grounds, will result in the loss of this benefit for the position offered.

K Uniforms, Gloves, Aprons and Boots

Uniforms, gloves, aprons and boots shall be provided by the College for all employees authorized by the College to wear such. The College shall supply, launder and repair such items without added cost to the employee. Such items shall be the property of the College and on terminating their services with the College, employees shall return them. If they are not returned by the date of termination of employment, the value of such items shall be deducted from the employee's terminal pay.

L Workload

The employer agrees that except in extraordinary circumstances, an employee's normal work load will not be increased as a result of another position being temporarily vacant due to illness, vacation or leaves of absence.

When an employee is absent from work, another employee may be required to carry out some of the duties of the absent employee. In this event, priorities shall be established to accommodate the work to be performed.

This clause is not intended to supersede Article XIII D. Acting in Senior Capacity.

M Excessive Workload (Reference Article IV.9.)

The College is committed to providing employees with a humane and supportive workplace. Issues surrounding workloads will be dealt with by the College in that spirit.

For the purpose of preparing for and attending meetings, and involvement of shop steward(s), the provisions of Article IX E. shall apply.



## XI WORKING CONDITIONS

Any employee or group of employees who have a concern about their workload may consult with their immediate supervisor or Administrator to review priorities and explore other strategies to resolve the workload problem.

If the concern is not resolved, the employee(s) may refer the issue to the Director, Human Resources or delegate who will investigate the matter and recommend solutions.

## XII SCHEDULE OF WAGE RATES

See Appendix - Schedule "B".

## XIII APPLICATION OF SCHEDULE

### A Salary Schedule

1. The scale of remuneration referred to in Article XII shall apply during the term of this Agreement.
2. Any increases to rates in Schedule "B" which occur due to the Position Evaluation process in Article X, will become effective immediately, without prejudice to the Union's right to appeal the rates.
3. Any changes to a rate in the schedule applicable to a classification in which the specifications have been altered shall not be put into effect until both the Union and the College have approved the rate. In the event agreement cannot be reached, the matter of the rate shall be referred to a single arbitrator as provided in the procedures regarding Position Evaluation, Article X D. 3.
4. Any changes to a rate in the Schedule applicable to a new classification shall not be put into effect until both the College and the Union have approved the rate. In the event agreement cannot be reached, the matter of the rate shall be referred to a single arbitrator as provided in the procedures regarding Position Evaluation, Article X D.3. Pending resolution, the Director, Human Resources shall establish a rate of pay. In such instances, the Notice of Vacancy shall contain the notation "Salary Under Review" and any salary adjustment forthcoming shall be effective the date of appointment.
5. The salary schedule is based on hours of work conducted between 8:00 a.m. and 5:00 p.m.
6. The salary schedule is based on a thirty-five (35) hour week. Employees who usually work thirty-seven (37) hours and thirty (30) minutes shall be paid two (2) paygrades above the scheduled salary as shown. Employees who regularly work forty (40) hours shall be paid four (4) paygrades above the scheduled salary as shown. (See Appendix XX - Forty (40) Hour Work Week)

### XIII APPLICATION OF SCHEDULE

#### B In-Hiring Rates of Pay

1. The in-hiring rates of pay upon original employment may, at the sole discretion of the College, be any of the rates prescribed for each classification up to and including Step 3.
2. This clause does not apply to former employees of the College who are rehired within fifteen (15) months of termination of service.

#### C Increments

1. Increments shall be granted on an annual basis to maximum.
2. On promotion, the salary of an employee is increased by two (2) pay steps or to the minimum of the new scale, whichever is greater, provided however, that under no circumstances shall such employee receive a rate of pay beyond the maximum of the new scale. Upon such promotion there shall be no change in the employee's increment date.
3. For increment purposes, the anniversary date of an employee shall be the date of appointment of an employee on probation. Subsequent incremental entitlements shall be on said date, except as affected by "5" hereof.
4. A temporary employee shall receive salary increments effective on the date which the employee completes each year of service or 1700 hours, whichever is longer.
5. Increments shall be unaffected where an absence without pay is one month or less. Where an absence without pay exceeds one month, the incremental anniversary date shall be delayed by two (2) weeks for every two-week period of absence exceeding one (1) month.

#### D Acting in Senior Capacity

1. When an employee covered by this Agreement is authorized in writing by his/her department head or the President to replace another employee temporarily in any one superior position for any period of seven hours or more, the salary of the employee is increased by two (2) pay steps or to the minimum of the new scale, whichever is greater, provided however, that under no circumstances shall such employee receive a rate of pay beyond the maximum of the new scale. The seven hours, or more, may be accumulated in one continuous block or may be accumulated over five consecutive working days.
2. When an employee is required to replace the incumbent of any one superior position beyond the scope of the bargaining unit, they shall be paid an additional minimum amount equal to fifteen per cent (15%) of their normal rate of pay, or the minimum rate for the position, whichever is greater, subject to the qualifications outlined above. When assuming a position beyond the scope of the bargaining unit the

### XIII APPLICATION OF SCHEDULE

employee shall continue to be subject to all of the provisions of the collective agreement.

3. Acting capacity as above is intended to cover periods up to thirty (30) consecutive working days. **The Acting assignment may be extended with the consent of the Union.** Should such replacement be for a longer period, the position shall be posted in accordance with Article IV, **1, b**, Notification of Vacancies.
4. Regarding preference for acting capacity, see Article XVIII A 5 (Seniority).
5. Should the said employee, with no interruption of service at this level, later be successful for appointment to the superior position (should the incumbent not return to duty), or for a position carrying the same pay grade as that of the superior, such employee shall, on appointment to such position, be paid at the place on the new pay scale that they would have received had the appointment been made from the date on which they were first paid the higher salary and seniority in the new position shall date from such hereinbefore mentioned date.

#### E Second Language/Sign Language Requirement

1. Where fluency in a second language or sign language is a specified requirement for a particular position ancillary to its basic function, the employee will receive a premium of 5% of their normal rate of pay.

A second language or sign language is understood to be required where:

- a. it is a posted requirement for a new or vacant position; or
  - b. it is applied to a particular job/employee by the College with the agreement of the Union.
2. The foregoing premium shall not apply where the second language or sign language requirement represents the primary responsibility of a position, so identified and compensated, nor shall it apply to employees with a functional knowledge of languages other than English, including sign language, who voluntarily utilize such knowledge to facilitate communications within the work environment.

### XIV EMPLOYEE BENEFITS

#### A Annual Vacation

1.
  - a. The annual vacation is granted for service during the calendar year from January 1 to December 31 and is to be taken in the year in which it is earned unless otherwise provided in this clause or mutually agreed upon.
  - b. Scheduling of vacations shall be in accordance with Article XVIII A. 5 and will, as stated, take into consideration the commitment of the College, the needs of the department and the desires of the individual. Approval of all vacation schedules is the responsibility of the appropriate Administrator. Such approval will not be unreasonably withheld.

## XIV EMPLOYEE BENEFITS

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

- i) less than one (1) year - twelve (12) working days (84 hours) and pro-rata;
  - ii) one (1) to five (5) years inclusive - seventeen (17) working days (119 hours);
  - iii) six (6) to ten (10) years inclusive - twenty-two (22) working days (154 hours);
  - iv) eleven (11) to fourteen (14) years inclusive - twenty-seven (27) working days (189 hours);
  - v) fifteen(15) to nineteen (19) years inclusive - thirty (30) working days (210 hours);
  - vi) twenty (20) years and over - thirty-two (32) working days (224 hours);
  - vii) each employee will receive a supplementary entitlement of five (5) days (35 hours) paid vacation on January 1st of their 25th year of service.
2. An employee, with the approval of their department head, may accumulate and carry over up to a maximum of twenty (20) working days of vacation entitlement. Employees with up to and including twenty (20) working days entitlement may carry over five (5) working days vacation each year to the maximum prescribed above. Employees with more than twenty (20) working days entitlement may carry over ten (10) working days vacation to the maximum prescribed above. Requests to carry over vacation shall not be unreasonably denied.
- In special circumstances, an employee may carry over and accumulate vacation beyond the above limit with the approval of the appropriate Administrator.
3. 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 pregnancy, parental and adoption leave), 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.
4. A temporary employee filling a position which has been posted in accordance with Article IV of this collective agreement is entitled to vacation leave as provided in this article.
5. Any employee intending to commence vacation leave within one (1) 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 (1) month prior to the end of the parental leave.

### B Vacation Entitlement in Year of Retirement

Employees who retire on pension from the service of the College shall receive their full annual vacation entitlement for that year of retirement.

XIV EMPLOYEE BENEFITS

**Table Showing Annual Vacation Entitlement  
In Working Days**

For the years 2004 to 2013 based on year of hire

Current year →

Start ↓ Year	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
2010	0	0	0	0	0	0	12	17	17	17
2009	0	0	0	0	0	12	17	17	17	17
2008	0	0	0	0	12	17	17	17	17	17
2007	0	0	0	12	17	17	17	17	17	22
2006	0	0	12	17	17	17	17	17	22	22
2005	0	12	17	17	17	17	17	22	22	22
2004	12	17	17	17	17	17	22	22	22	22
2003	17	17	17	17	17	22	22	22	22	22
2002	17	17	17	17	22	22	22	22	22	27
2001	17	17	17	22	22	22	22	22	27	27
2000	17	17	22	22	22	22	22	27	27	27
1999	17	22	22	22	22	22	27	27	27	27
1998	22	22	22	22	22	27	27	27	27	30
1997	22	22	22	22	27	27	27	27	30	30
1996	22	22	22	27	27	27	27	30	30	30
1995	22	22	27	27	27	27	30	30	30	30
1994	22	27	27	27	27	30	30	30	30	30
1993	27	27	27	27	30	30	30	30	30	32
1992	27	27	27	30	30	30	30	30	32	32
1991	27	27	30	30	30	30	30	32	32	32
1990	27	30	30	30	30	30	32	32	32	32
1989	30	30	30	30	30	32	32	32	32	32
1988	30	30	30	30	32	32	32	32	32	32+5
1987	30	30	30	32	32	32	32	32	32+5	32
1986	30	30	32	32	32	32	32	32+ 5	32	32
1985	30	32	32	32	32	32	32+ 5	32	32	32
1984	32	32	32	32	32	32+ 5	32	32	32	32
1983	32	32	32	32	32+ 5	32	32	32	32	32
1982	32	32	32	32+ 5	32	32	32	32	32	32
1981	32	32	32+5	32	32	32	32	32	32	32
1980	32	32+5	32	32	32	32	32	32	32	32
1979	35+5	32	32	32	32	32	32	32	32	32
1978	32	32	32	32	32	32	32	32	32	32
1977	32	32	32	32	32	32	32	32	32	32
1976	32	32	32	32	32	32	32	32	32	32
1975	32	32	32	32	32	32	32	32	32	32
1974	32	32	32	32	32	32	32	32	32	32

Start year for employees who commenced employment on the first working day of a calendar year will be the immediately preceding year for the purposes of the above table. *Italicised number (+5's) - see Article XIV A 1.b(vii)*

## XIV EMPLOYEE BENEFITS

### C General Holidays

1. The following general holidays shall be observed as holidays and shall be paid at the regular pay rate of the employee:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

and any other day so proclaimed by Federal or Provincial legislation.

2. Observation of Holidays

When a general holiday occurs on a Saturday or Sunday, the following Monday and/or Tuesday shall be deemed to be a holiday in lieu thereof. Where Christmas and Boxing Day fall on a Saturday and Sunday respectively, the preceding Friday and the following Monday shall be deemed to be holidays in lieu thereof.

3. **Permanent Part-Time Employees**

- a. **Subject to (c) below, a Permanent Part-time employee who is regularly scheduled on a five day work week as outlined in Article XI, B will be governed by the provisions of Article XIV C(1) and (2).**
- b. **Subject to (c) below, a Permanent Part-time employee who is regularly scheduled on a work week of less than five days per week is entitled to recognition of General Holidays as follows:**
  - i. **Where a General Holiday falls on or is observed on a scheduled day of work, the employee will observe the General Holiday and shall be paid at the regular pay rate of the employee.**
  - ii. **Where a General Holiday falls on or is observed on a non-scheduled day of work, the employee shall receive compensating time off in lieu of pay, at a time to be mutually agreed to between the employee and their immediate supervisor. The immediate supervisor may, due to operational requirements and subject to budgetary considerations, provide pay in lieu of the compensating time off for the corresponding number of hours at the regular pay rate of the employee.**
- c. **Any payments or compensating time off in lieu earned by an employee pursuant to (a) or (b) above will be pro-rated to the employee's Full Time Equivalent (FTE).**

## XIV EMPLOYEE BENEFITS

d. **The provision in (b)(ii) above does not apply to the General Holidays that fall within the period referred to in Article XIV, D.**

4. Salaried temporary employees qualify for the above general holidays which fall within their appointed period.
5. Timesheeted temporary employees will be paid 6.0% of basic earnings in lieu of the holidays described in Article XIV C. and D.
6. When an employee requests time off to observe a religious holiday, other than those identified in Article XIV C. 1, the College will make every reasonable effort to accommodate such requests. Such time off may include the use of banked overtime, gratuity days, vacation or leave without pay or other arrangements that the Union and College mutually agree on.

### D Christmas and New Year's Days Off

All working days between Christmas and New Year's Day, exclusive of general holidays and days observed in lieu thereof as prescribed in Article XIV C, will be considered as days of leave with full pay. The last working day prior to Christmas will be considered a day of leave with full pay.

Should any employee's presence be necessary for the continued operation of the College, the employer shall designate such employees at least one month in advance. Such "designated" employees will work all or part of the days in question, and receive an equivalent number of days off with pay in the following year which may be scheduled and utilized as provided in Article XIV A. of this Agreement.

### E Sick Leave

1. Upon appointment to the permanent staff following probation, or after serving in a full-time temporary appointment for six (6) continuous months, an employee shall receive sick leave credit of ten (10) days. Such employees may be advanced up to ten (10) days of sick leave, but if the employee ceases employment without qualifying for the ten (10) days, the advance will be deducted from pay on termination of employment.

Sick 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 leave), 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 11.67 hours.

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 twenty (20) days per year, ten (10) days for half-year and 11.67 hours per month for less than a half-year.

## XIV EMPLOYEE BENEFITS

3. 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 two hundred and sixty-one (261) working days.
4. In cases of proven illness during vacation periods, employees shall be entitled to apply for sick leave and re-schedule their vacation.
5. Employees shall be advised of any claim against sick leave at the time of deduction and shall receive a statement of their sick leave credits on their pay advice.

### F Pension (Superannuation)

Except as otherwise provided in this Agreement, every employee on, or appointed to, the permanent staff shall contribute to the Municipal Pension Plan. The College contribution will be paid only when the employee is in receipt of pay. Details are given in a booklet which may be obtained from the Human Resources Department and on-line at: [www.langara.bc.ca/hr/benefits](http://www.langara.bc.ca/hr/benefits). Temporary employees may qualify per Article III 7 d.

Notwithstanding this, eligibility and enrolment is subject to the provisions of the Pension (Municipal) Act.

### G Deferred Savings

The College shall contribute an amount equal to two percent (2%) of the salaries of permanent employees, and the said employees shall contribute an amount of one and one-half percent (1½%). The contributions are deposited in a trust fund for the benefit of the employee, and can be withdrawn by an employee in accordance with the contract covering the trust fund with the trust company.

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

### H. Health Insurance

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

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



## XIV EMPLOYEE BENEFITS

- b. Optical care insurance to a maximum of three hundred dollars (\$300.00) per two (2) years payable is provided in accordance with the terms of the contract with the insuring company. The College will contribute toward the premium cost for optical care insurance in the amount of one hundred percent (100%) of the monthly premiums.
- c. Effective April 1, 2006 eye examinations shall be reimbursed to a maximum of \$75.00 every two (2) years.
- d. Coverage for orthotics to a maximum of two hundred dollars (\$200.00) 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.
  - 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.
- i. Orthodontics (Plan C) paying for 50% of the approved schedule of fees up to a lifetime maximum of \$2,500.00.
- j. **Employees should consult the benefits booklets on the website for more details regarding health insurance provisions.**

## XIV EMPLOYEE BENEFITS

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.

### I Employee Family Assistance Program

The services of an Employee Family Assistance Program (EFAP) are available to eligible employees in accordance with the terms of the contract between the College and the Service Provider.

### J Employment Insurance

Employees shall be covered for employment insurance.

### K Group Life and Accidental Death & Dismemberment Insurance

1. All employees upon appointment to permanent staff shall participate in the Group Life and AD&D Insurance Plans.

Insurance coverage is provided in accordance with the terms of the contract with the insuring company on the basis of three (3x) the employee's annual salary to the next higher one thousand dollars (\$1,000).

The College shall pay the entire premium cost of Group Life and AD&D Insurance.

2. An employee who retires at or beyond the age of fifty-five (55) years and who is in receipt of a pension under the provisions of the Pension (Municipal) Act shall continue to enjoy group insurance coverage (except AD&D) in an amount equal to the lesser of \$10,000, or the coverage in effect immediately preceding retirement for a period of five (5) years from the date of retirement with the premium cost of the continuing insurance borne by the College.

### L Estate Benefit

In the event of death of a permanent employee with at least one year of service, the College will pay to the named beneficiary, or if there is none, to the estate, one month's salary exclusive of any amount already earned by the deceased up to the date on which he/she last served.

### M Short Term Salary Indemnity

#### XIV EMPLOYEE BENEFITS

All employees upon appointment to the permanent staff shall participate in the Salary Indemnity Plan.

Salary Indemnity coverage is provided in accordance with the terms of the contract with the insuring company on the following general basis:

Amount of benefit	-	65% of employees weekly salary to a maximum of \$500 per week
Duration of benefit	-	52 weeks
Benefit effective	-	upon expiration of sick leave where the absence exceeds ten (10) consecutive working days

The premium cost of salary indemnity coverage shall be borne entirely by the employee and shall be paid by means of payroll deductions.

#### N Long Term Salary Indemnity

Long Term Salary Indemnity is provided in accordance with the terms of the contract with the insuring company on the following general basis:

Amount of benefit	-	65% of salary to a maximum of \$1,720 per month
Duration of benefit	-	until retirement or as otherwise provided
Benefit effective	-	upon expiration of Short Term Salary Indemnity coverage

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.

Should the Union wish to increase the level of coverage for Long Term Disability and Weekly Indemnity benefits, this shall be done through the vehicle of the Benefits Committee.

#### 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.

## XIV EMPLOYEE BENEFITS

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

### 2. Payment of Gratuity

#### a. In cash:

- i) Upon retirement on or after attaining minimum retirement age, or
- ii) Upon retirement with permanent disability, or
- iii) Upon receipt of benefits under the Long Term Disability Plan, or
- iv) Upon request after the completion of one (1) or more years of service, or
- v) In the event of the death of the employee in service, after the completion of one (1) or more years of service, to their designated beneficiary or the estate as the case may be.

#### b. As leave, prior to retirement, subject to the following:

- i) The minimum leave taken shall be one-half (1/2) day and the maximum twenty (20) days.
- ii) Such leaves shall be subject to the approval of the department head and shall be taken during a period that will not affect the efficient operation of the department.
- iii) Without limiting the right to apply for leave as provided above, up to ten (10) days gratuity leave may be taken coincident with commencement of maternity leave provided such days are requested at the time of making application for maternity leave.

### P Voluntary Life Insurance Coverage

Employees who are participating in the group life insurance plan may elect additional group life insurance coverage for themselves and/or their spouses by payment of the necessary premiums by means of payroll deductions in increments of \$10,000 to a maximum of \$300,000 in accordance with the terms of the contract with the insuring company.

### Q R.S.P. Payroll Deductions

Employees may authorize the College to deduct a specified amount from their wages each month whereby tax deductions at source will be adjusted to accommodate the deductions. In authorizing such a deduction, the employee shall absolve the College of any responsibility for such funds following their remittance to the trust company. Amounts so deducted shall be remitted by the College by the tenth (10th) of the month following to a single designated trust company in the employee's name. It shall be the responsibility of the employee to direct the trust company with respect to the investment of such funds.

## XIV EMPLOYEE BENEFITS

### R Group of Coverage

For purposes of the benefit plans, the total group covered by the plan will, where advantageous, be a coalition of members of the Langara Faculty Association; CUPE Local 15 - V.M.E.C.W.; the B.C. Nurses' Union and Administrators and other College related groups.

Under such a coalition, determination of percentage of group participation shall be a deployment or interpretation of the group or sub-group composition for the best advantage of the greatest numbers.

### S Employee Benefits

For supplementary information in addition to the details on employee benefits generally described in this Collective Agreement, employees are directed to the Langara Employee Benefits [booklets](#) referenced on the College website.

### T Continuation of Insurance Benefits

1. Upon approval of leave of absence without pay, an employee may immediately exercise an option for continuation of medical, dental, life insurance and pension benefits as allowable by payment of the necessary monthly premiums, both employee and employer shares.
2. Where an on-leave employee has sufficient earnings within a given calendar month to accommodate deduction of the employee premium share for that month, the College shall make its premium contribution for medical, dental, life insurance and pension benefits as allowable.
3. Where an employee, owing to ill health and exhaustion of sick leave credits, is on leave of absence without pay and in receipt of benefits under Article XIV **M** - Short-Term Salary Indemnity, the College shall make its premium contributions for medical, extended health and group life/AD&D insurance. The obligation of the College in this regard shall continue until their benefits under short-term indemnity insurance are discontinued.

### U Same Gender Spousal Relationships

Spouse shall include same gender spouse for all benefits, rights and entitlements of the Collective Agreement where there is no regulatory or other impediment external to the College.

XV ABSENCE FROM DUTY

A Sickness and Injury

1. Non-Occupational Sickness and Injury

- a. When an employee is absent because of illness, no deduction from pay shall be made until the expiry of accumulated sick leave credits.
- b. A deduction shall be made from accumulated sick leave credits of all working days absent, with pay, due to illness.
- c. Any employee absent because of illness may be required, upon being given advance notice, to produce a certificate from a duly qualified medical practitioner, or recognized equivalent, licensed to practice certifying that such employee is unable to carry out their duties due to illness.
- d. Medical certificates will normally be requested only after three (3) days of absence, except where it appears that a pattern of constant or frequent absences from work is developing.
- e. An employee absent due to illness or injury shall advise the College of their absence as soon as possible, and if reasonably possible prior to commencement of shift. Such communication should include an indication of their expected return date if known.
- f. Where an employee is absent due to illness for ten (10) consecutive working days or more they may be required to provide a medical note to the College from a duly qualified medical practitioner or recognized equivalent, licensed to practice indicating a prognosis for a return to duty.
- g. Where an employee is absent due to illness for more than one (1) month, they may be required to provide a medical note confirming their fitness to resume their normal duties from a duly qualified medical practitioner or recognized equivalent, licensed to practice.
- h. Where the College requires a medical note under f. and g. above, cost of such certificate will be reimbursed by the College.
- i. In keeping with the provisions of the salary indemnity insurance contract with the insuring company, any amount of sick leave benefits paid under this clause, ultimately recovered under a contract of motor vehicle insurance, shall be repaid directly to the College by the motor vehicle insurance underwriter and the corresponding number of sick leave credits restored to the account of the individual employee.

XV ABSENCE FROM DUTY

- j. Should the College have a concern with the scheduling of an employee's medical/dental appointment(s), it may raise the issue with the employee. Unresolved issues should be discussed with the employee and Steward (if the employee so wishes one). Concerns which remain unresolved may be referred to a Union representative and Human Resources.

2. Occupational Sickness and Injury

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

3. Sick Leave in First Six Months of Employment

Certain employees are permitted an advance of sick leave (see Article XIV E).

B Compulsory Quarantine

Salary for time lost due to compulsory quarantine shall be paid to permanent employees when certified by the School Medical Officer and is not chargeable against sick leave.

C Leave for Family Illness

Employees may use up to five (5) days per year of sick leave to attend an immediate family member who is ill. Subject to Article XV A. 1 d. of this Agreement, the College may require submission of a certificate from a duly qualified medical practitioner, or recognized equivalent, certifying the illness of the immediate family member. For the purposes of this Article, immediate family member means the employee's child (including foster child), ward, parent (including parents-in-law, step-parents and foster parents), other relatives if the employee has responsibility for their care and providing that there is no other available caregiver or legal or common-law spouse defined as follows:

- a. the employee's spouse by virtue of a legal marriage;
- or
- b. the employee's partner who is eligible to be qualified as a spouse under the following terms:

a partner who, at the time of the qualification, is publicly maintained and represented as the employee's spouse and has continuously been so maintained and represented for at least the previous twelve (12) months.

Absence under this provision shall not be considered absence through illness for the purposes of Article XIV O, Gratuity Plan.

XV ABSENCE FROM DUTY

D Bereavement

1. Emergency leave in the case of the death of an employee's wife, husband, common-law spouse, child (including foster child), ward, brother, sister, parent, guardian or other relative if living in the employee's household, 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.

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.

2.
  - a. Request for leave under clauses XV 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 D.1 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.
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 as a pallbearer or a mourner, but not in addition to bereavement 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 bereavement leave.

E Leave for Birth of a Child

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

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



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F Pregnancy & Parental Leave

1. In addition to the leave provided for, an employee is entitled to up to one year's leave without pay in any of the above circumstances.
2. An employee must request parental leave in writing and provide a doctor's certificate stating the estimated date of birth or a certificate stating the date of adoption.
3. An employee who requests less than the one year maximum parental leave may extend the leave up to the maximum provided he or she notifies the College at least four weeks prior to their scheduled date of return to work.
4. A pregnant employee can start parental leave eleven weeks before the expected date of birth or at a later date if the employee so desires.
5. If an employee gives birth before a request for parental leave is made and she requests a leave and provides a certificate from her doctor stating that she has given birth on a specified date, the College will grant her parental leave.
6. Parental leave for an employee who gives birth will not end until at least six weeks following the date of birth unless she desires a shorter period. An employee who desires a shorter period must provide a certificate from her doctor stating she is able to resume work.
7. The service of an employee on parental leave will be considered continuous for the purposes of any pension, medical or other plan beneficial to him or her.
8. The College will continue to pay the employees' premium in respect of all insured benefits, including pension, for the entire duration of the parental leave [not to exceed twelve (12) months].
9. Vacation, sick leave and seniority will accrue for the duration of parental leave.
10. Gratuity credits are not earned during parental leave.
11. An employee who returns from parental leave will return to his or her previous position and will be entitled to any incremental increases that would have accumulated during their leave.
12. If the College has suspended or discontinued operations during the parental leave and has not resumed operations on the expiry of the leave, the College will, on resumption of operations and subject to the layoff provisions of this agreement comply with (11).
13. The College will not terminate an employee or change a condition of employment because of parental leave or pregnancy unless they have been absent for a period exceeding the period of the leave including any further extensions.

## XV ABSENCE FROM DUTY

14. An employee on parental leave due to her pregnancy will be entitled to paid sick leave benefits during the first eight months of the leave for any illness or valid health related absence provided she has sufficient sick leave credits and she provides a medical certificate from her doctor.
15. An employee may apply for additional leave as leave for personal reasons.
16. At any time during parental leave, an employee may elect in writing to receive payment for accumulated vacation credits rather than as paid leave.
17. Any employee intending to commence vacation leave within one (1) month of return from parental leave may be required to schedule the commencement of the vacation leave to coincide with the termination of the parental leave. Vacation requests should normally be made to the appropriate Administrator at least one (1) month prior to the end of the parental leave.

### Pregnancy Leave Supplemental Employment Benefit

During a period of pregnancy leave an employee eligible for sick leave benefits shall be entitled to supplemental employment benefits as follows:

- a. For the first two (2) weeks of pregnancy leave following date of birth of her child, the employee shall receive one hundred percent (100%) of her salary at the time of commencement of pregnancy leave.
- b. For an additional four (4) weeks of pregnancy leave the employee shall receive an amount equal to the difference between the EI Benefits and one hundred percent (100%) of salary at time of commencement of pregnancy leave.
- c. The employee may be eligible to an additional six (6) weeks of top-up to EI Benefits to one hundred percent (100%) of salary (at time of commencement of pregnancy leave), subject to proof from a qualified medical practitioner of a disability due to a valid health related condition.

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

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

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

- \*\* To receive the Supplemental Employment Benefits, the employee shall provide the College with proof of application/receipt of EI Benefits. The payment of this supplementary benefit shall be as follows:

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- a. The College shall estimate the amount of the EI payment and provide the supplemental payment to the employee on the usual salary payment schedule, and those supplemental payments shall be regarded as an advance.
- b. The employee shall provide the College with evidence of the actual EI payment received.
- c. The College shall adjust subsequent payments to the employee to achieve the top-up described in Article - b) above based on the actual EI payment received by the employee.

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

\*\* NB This clause is process related and may require adjustment for administrative/payroll purposes.

G Personal Reasons

Absence for reasons other than those recited elsewhere in this Article shall be considered personal, and such absence shall be without pay unless otherwise authorized.

Employees may request that personal leave be with pay for circumstances not specifically or fully covered elsewhere in this Collective Agreement.

Applications for leave should be made in writing to the department head and must be approved by the President of the College or delegate. Where the duration of the requested leave would require a replacement, application for leave wherever possible must be made a minimum of four (4) weeks prior to date of commencement.

Should an application for personal leave without pay be denied, the applicant shall be provided, upon request, with the reasons for such denial in writing.

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, or as a witness in a civil action if not a party thereto; when appearing as a defendant in a criminal or traffic case if acquitted therefrom; the employee, to qualify for permission to be absent with pay, shall produce a summons or subpoena or submit such other evidence as will show the necessity of attendance at court. The employee shall also provide a statement from an official of the court of the time taken.

I Educational Leave

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With the approval of the President of the College or delegate, full or part-time educational leave may be granted by the College for:

1. programs of formal study; or
2. independent study and/or research when the criteria for evaluating the employee's performance on such leave for purposes of study can be clearly established and can be shown to be of significant benefit to the employee and to the College.

The duration of educational leaves granted to employees may be for varying periods, up to one (1) year.

Requests for educational leave of absence beyond that provided above shall be considered under Article XV G, Personal Reasons. Such requests shall not be unreasonably denied.

Applications for educational leave for periods in excess of ten (10) working days must normally be submitted two (2) months prior to the beginning of the requested leave.

Applications for leave for periods of ten (10) working days or less shall be submitted with as much lead time as practical.

Educational leave of absence shall be without pay unless otherwise authorized.

## J Election Campaigning Leave

Where an employee is a candidate in a Federal or Provincial election or an election for a Municipal Council or a related Board, they shall be granted, upon written application, leave of absence without pay for the purpose of campaigning for such election and they shall be entitled to return to their previous position following the leave. Employees elected to office will be granted leave for the duration of their first term.

## K Union Business

### 1. Employees Delegated By The Union

With the approval of the appropriate Administrator, 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 leave of absence shall be mutually agreed between the appropriate Administrator and the Union and that such approval shall not be unreasonably withheld.

### 2. Union Representatives

The College agrees that permission shall be granted to Shop Stewards, members of the Executive Board, the Negotiating Committee of the Union and members of

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joint College/Union committees to leave their employment temporarily in order to carry on negotiations with the College, attend any joint meeting or with respect to a grievance, and they shall suffer no loss of pay for the time so expended.

Members and meetings of the:	College Board Langara Council Education Council Search Committees
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and any other committee for which the Union is entitled or invited to provide member(s) will be covered by this provision.

3. Elected Office

An employee elected to full-time Union office will be granted leave of absence without pay and will continue to accumulate service for vacation entitlement and seniority and any other benefit referable to length of service.

4. Employee Orientation

Where operational requirements permit, the shop steward will be given reasonable time off with pay for the purpose of acquainting each new employee of the benefits and obligations of Union membership.

5. On-site Union Meetings

The College shall, where possible, accommodate on-site Union meetings at the request of a representative of the Union, it being understood and agreed that the scheduling and duration of such meetings shall not interfere with the necessary operation of the College.

6. Ratification Meetings

The College will ensure that all members of the Union (regardless of shift) are able to attend ratification meetings, without loss of pay, provided a minimum of forty-eight (48) hours' notice is given, in writing, to the Director, Human Resources. (See Letter of Understanding - Appendix XIII)

7. Union Job Evaluation Representatives

Union Job Evaluation Representatives will be granted leave of absence with pay to attend to their responsibilities.

## XVI TECHNOLOGICAL CHANGE

"Technological change" means:

- a. the introduction by the employer of a change in the work, undertaking or business, or a change in the equipment or material from the equipment or material previously used by the employer in the work, undertaking or business; or
- b. a change in the manner an employer carries on their work, undertaking or business related to the introduction of that equipment or material.

A Where the College during the term of this agreement introduces, or intends to introduce, technological change that significantly affects members of the bargaining unit, including the elimination of bargaining unit positions, the matter will be dealt with in the following manner:

1. Notice

The College shall give to the Union in writing at least ninety (90) days' notice of the intended technological change including a detailed description of the change and its potential effect on members of the bargaining unit. The detailed description shall include the nature of the change; proposed implementation date; approximate number, type and location of affected employees; the effect on working conditions and terms of employment and the impact on health and safety.

2. Discussion

Where the College has notified the Union of the intended technological change, the parties undertake to meet within the next thirty (30) days to discuss potential problems and attempt to reach agreement which will minimize the impact of such technological change on employees affected thereby.

3. Resulting Agreements

Agreements reached during discussions between the parties shall be set out in a memorandum of agreement which shall have the same force and effect as the provisions of this Collective Agreement.

4. Notice to Employees

Members of the bargaining unit potentially affected by the intended technological change shall be notified of the impending change and advised of any agreements reached as heretofore provided.

5. Dispute Resolution

## XVI TECHNOLOGICAL CHANGE

In the event the foregoing procedure does not produce agreement, either party may refer the matter directly to an arbitration board pursuant to Article IX of this Collective Agreement, by-passing all other steps in the grievance procedure.

B The arbitration board shall decide whether or not the College has introduced or intends to introduce a technological change and, upon deciding that the College has or intends to introduce a technological change, the arbitration board:

1. shall inform the Director, Collective Agreement Arbitration Bureau of its findings;  
and
2. may then or later make any one or more of the following orders:
  - a. that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
  - b. that the College will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
  - c. that the College reinstate any employee displaced by reason of the technological change;
  - d. that the College pay to the employee such compensation in respect of the employee's displacement as the arbitration board considers reasonable;
  - e. that the matter be referred to the Labour Relations Board (under Section 98 of the *Labour Relations Code* of British Columbia).

### C Retraining

Notwithstanding the provisions of Clause A hereof, existing permanent and probationary employees whose positions are affected by technological change shall have immediate access to such training that may be required to carry out the duties of their positions or such new positions created by the technological change to replace their current positions. Where a position has been entirely eliminated by technological change, the permanent and probationary employees affected shall have immediate access to such training as is necessary to provide the skills required to assume the duties of another position.

Retraining shall be at the expense of the College and normally be conducted during an employee's regular shift. Should it become necessary, in order to accommodate such training, to temporarily change an employee's regular shift, the employee shall be given a minimum of ten (10) days' notice.

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

## XVI TECHNOLOGICAL CHANGE

pro-rata basis. Employees who decline retraining or cannot successfully complete the retraining necessitated by technological change shall be subject to the provisions of Article XVII.

## XVII LAYOFF AND RECALL

(See Appendix VIII)

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

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

- b. During their notice period, an employee subject to layoff may retroactively apply for a posted vacancy which had closed prior to the date they received notice of lay off, provided the position had not been filled. If the employee is appointed, their salary will be protected in accordance with Article XVII 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.



## XVII LAYOFF AND RECALL

- e. The College shall make available to the permanent employee, compensation on termination in addition to required notice or pay in lieu thereof and inform the employee of the right to consult with the union prior to accepting compensation on termination. 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:

- |      |   |                       |
|------|---|-----------------------|
| i)   | Less than two (2) years continuous service as a permanent employee                                  | one (1) month's pay   |
| ii)  | Two (2) years or more but less than four (4) years continuous service as a permanent employee       | two (2) months' pay   |
| iii) | Four (4) years or more but less than six (6) years continuous service as a permanent employee       | three (3) months' pay |
| iv)  | Six (6) years or more but less than eight (8) years continuous service as a permanent employee      | four (4) months' pay  |
| v)   | Eight (8) years or more but less than ten (10) years continuous service as a permanent employee     | five (5) months' pay  |
| vi)  | Ten (10) years or more, but less than sixteen (16) years continuous service as a permanent employee | six (6) months' pay   |
| vii) | Sixteen (16) or more years continuous service as a permanent employee                               | seven (7) months pay  |
2. a. Should the employee in the affected position be a probationary employee, they shall have the right to displace another probationary employee 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, provided they possess the ability to perform the work currently required of the position.

## XVII LAYOFF AND RECALL

- b. If a probationary employee, who has completed less than three months of his/her probationary period, displaces another probationary or temporary employee he/she 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, he/she shall be required to complete a full probationary period in the new position.

If a probationary employee, who has completed three months, or more, of his/her probationary period and has received a satisfactory interim probationary review, displaces another probationary or temporary employee, he/she shall continue to be a probationary employee until the satisfactory completion of the probationary period calculated from his/her 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 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

## XVII LAYOFF AND RECALL

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 Re-created Positions

1. Where an abolished position is re-created or should a position become available as a result of B. above, it shall be posted and permanent employees who have been laid off or otherwise displaced from the same classification and who make application therefore, shall be entitled to assume the vacant position on the basis of seniority and provided they possess the ability to perform the work currently required of the position. Should the vacant position not be filled in this manner, the normal selection appointment process will be followed.
2. Where a position from which an employee has been bumped becomes available within three (3) years of the employee being displaced, it shall be posted and permanent employees who have been laid off or otherwise displaced from the same classification and who make application shall be entitled to assume the position as outlined in (1) above.
3. When a temporary position/vacancy becomes available, employee rights for consideration under this clause shall be limited to the duration of the temporary position/vacancy or three (3) years, whichever is less.

### D Recall

1. Except as provided in C. above, 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 paygrade than that occupied at the time of layoff.

## XVIII GENERAL PROVISIONS

### A Seniority

1. For the purposes of this Collective Agreement, there shall be no seniority acquired by an employee until appointment to the permanent staff. Upon such appointment, the seniority of the employee shall be based upon length of service within the bargaining unit.
2. Seniority for part-time permanent employees shall be based on total accumulated hours.
3. Having acquired seniority in accordance with the provisions of Clause 1 hereof, the employee's seniority shall not cease because of:
  - i) sickness;
  - ii) accident;
  - iii) vacation;
  - iv) approved leave of absence;
  - v) layoff of less than twelve (12) months.
4. The employee's seniority shall cease, however, if the employee:
  - a. voluntarily leaves the service of the College;
  - b. is discharged for cause;
  - c. after layoff, fails to report for work within seven (7) working days after notification to the address on record with the College unless on reasonable grounds they are unable to report for work at the time or the position available is at a lower paygrade than that occupied at the time of layoff.
5. Seniority shall be applied in determining preference for vacations, acting in senior capacity, right of first refusal for available overtime and access to preferred shifts (except as otherwise provided in this Agreement), taking into consideration the commitment of the College, the needs of the department and the desires of the individual.

### B Re-appointment

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

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

that they had accumulated prior to termination.

## XVIII GENERAL PROVISIONS

Employees re-appointed on a temporary basis within fifteen (15) months will be credited with accumulated length of service as applicable under their current status, including increments.

### C Occupational Health and Safety

1. The Union and the College agree that regulations made pursuant to the *Workers' Compensation Act*, or any other statute of the Province of British Columbia or the Government of Canada pertaining to the working environment, shall be fully complied with. First Aid kits shall be supplied in accordance with this section.
2. The College shall maintain an Occupational Health & Safety Committee at the College in keeping with the Occupational Industrial Health & Safety Regulations of the Work Safe BC and ensure such Committee carries out all duties and responsibilities in accordance with this section.
3. There shall be no less than two employees of the College appointed by the Union on said Committee.
4. All Union-appointed Representatives engaged in health and safety responsibilities shall be compensated at their regular rates of pay while involved in safety and health inspections, analysis, meetings or related activities.
5. The Committee shall have the right to inspect health and safety conditions without restraints and to consult as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters within the rules and regulations governing the College as a Public Sector employer.
6. The Committee has the right to review employer records considered relevant to health and safety concerns exclusive of medical files.
7. The College undertakes to correct any working conditions and environments that are not safe and healthful in the view of the Work Safe BC Officer, or the Health & Safety Committee.
8. The Occupational Health & Safety Committee shall be notified of each accident and injury and shall investigate and report in writing on the nature and cause of the accident involving employees.
9. Both the Union and the College shall receive copies of any minutes, reports or correspondence pertaining to the Health and Safety Committee or its operation.
10. Wherever possible, the College will provide advance notice to employees of construction, renovation or maintenance that may affect their immediate work area. Employees who have any concerns regarding such activity should contact the Coordinator of Health and Safety and/or a member of the Health and Safety Committee.

## XVIII GENERAL PROVISIONS

11. An employee shall not be disciplined for refusing to perform assigned work when that employee has reasonable cause to believe that to do the assigned work may be a danger to the health or safety of the employee or anyone at or near the workplace. In this event, the employee shall report the situation to their immediate supervisor or employer. The situation shall then be investigated and, if possible, resolved by:
  - a. the supervisor and the employee concerned;
  - b. if not resolved, by the Health and Safety Committee;
  - c. if still not resolved, by a relevant inspector.

### D First Aid Education

Where an employee is required by the College to possess a First Aid Certificate, the College shall provide the time and pay the expenses involved in upgrading or maintaining the required Certificate.

### E College Course Registration

1. By application to the appropriate Administrator, employees 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 appropriate Administrator or the Dean of Continuing Studies. Where an employee is denied access to a career related course under this Article, they shall be assured admission under F below upon application to the President, or delegate.
2. Should re-scheduling of duty to accommodate attendance at such courses be required, prior approval of the appropriate Administrator is required. Should absence from duty to accommodate attendance at such courses be necessary, approval is required in accordance with Article XV G, "Leave for Personal Reasons." (Also see Educational Leave.)

This clause shall not be applied to those employees whose association with the College is for the purpose of education.

### F Career Development

The College supports the development of employees in their careers.

With the prior approval of the President of the College or delegate, employees may attend courses, seminars or workshops related to their particular duties and responsibilities and career aspirations within the College. The College shall pay one-half (1/2) of the fees at the time of registration and the employee shall pay the other half. Upon submission of fee receipts and proof of satisfactory completion, the employee shall be reimbursed for the fees they have paid. If the employee withdraws from a course prior to completion, the employee

## XVIII GENERAL PROVISIONS

may be required to reimburse the College for any fees paid to them, except in circumstances beyond the employee's control.

In the case of permanent regular employees, the employees will be provided with, or the College may assign up to five (5) days per year of courses, workshops or seminars related to the employee's particular duties and responsibilities. The College may provide time in excess of five (5) days per year for such activity. The relationship of the course, seminar or workshop to particular duties and responsibilities shall be approved by the President or delegate. Scheduling of such time for course, workshop or seminar attendance shall take into consideration the commitment of the College, the needs of the department and the desires of the individual.

This clause shall not be applied to those employees whose association with the College is for the purpose of education.

### G Contracting Out (Also see Letter of Understanding - Contracting Out - Appendix XIX)

It is not the intention of the College to make a practice of contracting out work that would result in the layoff of permanent employees.

Should such a layoff due to contracting out be contemplated by the College in the future, the College undertakes to:

- fully inform the Union of the circumstances;
- consult with the Union with the goal of identifying ways in which such layoffs may be avoided.

Where a position has been entirely eliminated because the College has decided to proceed with the contemplated contracting out, the permanent employees affected shall have immediate access to such retraining as is necessary to provide the skills required to assume the duties of another position.

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.

Employees who decline retraining or cannot successfully complete the retraining necessitated by contracting out shall be subject to the provisions of Article XVII.

### H Policies

In the event that there is a conflict between the contents of this Agreement and any regulation made by the College, this Agreement shall take precedence over the said regulations.

## XVIII GENERAL PROVISIONS

### I General Changes

The College agrees that any reports or recommendations about to be made to the College dealing with matters covered by this Agreement, including recommendations for changes in method of operation that may affect wage rates, work loads or reduction of employment, will be made known to the Union at such intervals before they are dealt with by the College as to afford the Union reasonable opportunity to consider them and to make representations to the College concerning them and further, that if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the College provided they have the required qualifications.

### J Present Conditions and Benefits

Any working conditions and welfare benefits, or other conditions of employment at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect for the duration of this Agreement.

### K Information

The College will continue to make every reasonable effort to provide the Union with information on request.

### L Copy of Agreement

A copy of this agreement shall be provided to every current and new employee.

### M Consultations

Where consultation is not otherwise covered in this agreement, the College and the Union agree to engage in meaningful consultation, in advance where possible, on other significant work place changes affecting the parties or any employee(s) bound by this agreement.

The parties encourage consultation on appropriate issues at the Administrator/ Supervisor and Steward/employee level.

The parties agree to exchange relevant information regarding such changes.

### N Joint Standing Committee

A Joint Standing Committee shall be maintained, comprised of three representatives of the College and three representatives of CUPE Local 15 - VMECW, with alternates at the option of each party.

The committee shall establish a regular schedule of monthly meetings at a mutually agreeable time and place and shall set its own general terms of reference and procedures.



## XVIII GENERAL PROVISIONS

The committee shall make decisions on issues referred to it by either party. Decisions will be by mutual agreement of representatives of the two parties. Decisions may be subject to ratification by the parties.

Employees who are members, or alternates, to the Joint Standing Committee will be granted leave with pay to attend meetings of the committee.

LANGARA COLLEGE:

\_\_\_\_\_  
Anne Lippert, College Board

\_\_\_\_\_  
Dr. David Ross, President and CEO

LANGARA BARGAINING COMMITTEE MEMBERS:

\_\_\_\_\_  
Dawn Palmer

\_\_\_\_\_  
Pierre-Andre Santin

\_\_\_\_\_  
Ian Humphreys

\_\_\_\_\_  
Clayton Munro

\_\_\_\_\_  
Wendy Ly

POST SECONDARY EMPLOYERS' ASSOCIATION:

\_\_\_\_\_  
John Bowman, Chair, PSEA

CUPE – LOCAL 15

\_\_\_\_\_  
Paul Faoro, President, CUPE-Local 15

\_\_\_\_\_  
Leanne Toderian Secretary/Treasurer

CUPE-LOCAL 15 BARGAINING COMMITTEE MEMBERS:

\_\_\_\_\_  
Kathie Currie

\_\_\_\_\_  
Zeljka Loncaric

\_\_\_\_\_  
Jim Wong

\_\_\_\_\_  
Reba Noel

\_\_\_\_\_  
Brian McGibney

\_\_\_\_\_  
Bob Loitz

\_\_\_\_\_  
Chrissy Poulos

\_\_\_\_\_  
Ken Schmunk

DATED THIS ..... DAY OF ....., 2012

SCHEDULE "A"

**Allocation Of Classifications By Pay Grades**

GRADE	ICS GRID See page 72	CATEGORY
14		Laboratory Aide Office Assistant Office Clerk (a)
15		Laboratory Aide, Biology Office Clerk (b) Telephone Operator/Reception
16		Bookstore Cashier Office Clerk (c) Receptionist
17		Clerk Specialist (a) Program Assistant (b) Receiver (a) Secretary Switchboard/Printshop Assistant Transcriber (Typewell)
18		Accounts Payable Clerk Admissions Clerk (c) Clerk Specialist (b) Library Assistant (c) Program Assistant (c)
19		Accounts Receivable Clerk Clerk Specialist - Scheduling Service Desk Technician Data Entry Clerk (b) Graduation & Publication Clerk Instructional Assistant (a) Library Assistant (d) Pre-School Teacher Program Assistant (d) Receivable/General Ledger Clerk Receiver - Bookstore Senior Secretary





SCHEDULE "A"

GRADE	ICS GRID See page 72	CATEGORY
28		Building Services Manager* Operations Supervisor
29		Laboratory Demonstrator (d) Technical Services Supervisor
30	I J	Project Leader Team Lead

SCHEDULE "A"

**Allocation of Classifications by Alphabetical List**

	<b>TITLE</b>	<b>GRADE</b>	<b>ICS GRID</b>
			<b>See page 72</b>
<b>A</b>	Accounting Clerk (a)	21	
	Accounts Payable Clerk	18	
	Accounts Receivable Clerk	19	
	Administrative Coordinator	24	
	Admissions Advisor	23	
	Admissions Clerk (c)	18	
	Architectural Technologist	23	
	Audio Visual Maintenance Technician	25	
	Audio Visual Technician	20	
<b>B</b>	Bookstore Cashier	16	
	Bookstore Supervisor	23	
	Budget & Financial Analyst	22	
	Building Services Manager	26	
	Building Services Manager*	28	
	Buyer	25	
<b>C</b>	Captionist	21	
	Clerk Specialist - Scheduling	19	
	Clerk Specialist (a)	17	
	Clerk Specialist (b)	18	
	Clerk Specialist (c)	20	
	Clerk Specialist (d)	21	
	Clerk Specialist (d)*	22	
	Communications Officer	25	
	Computer Support Analyst (a)	23	<b>D</b>
	Computer Support Analyst (b)	25	<b>F</b>
	Computer Support Technician	21	
<b>D</b>	Data Entry Clerk (b)	19	
	Department Assistant	21	
	Department Services Assistant	20	
	Digital Production Artist	23	
	Donor Relations Officer	24	
<b>F</b>	Facilities Assistant	21	
	Financial Aid Advisor	22	
	Fine Arts Assistant	24	

SCHEDULE "A"

	TITLE	GRADE	ICS GRID
			<b>See page 72</b>
<b>G</b>	Graduation & Publication Clerk	19	
	Graphic Designer	25	
<b>H</b>	Human Resources Assistant	21	
	Human Resources Assistant, Continuing Studies	20	
<b>I</b>	Instructional Assistant (a)	19	
	Instructional Assistant (b)	20	
	Instructional Assistant (c)	21	
	Instructional Assistant (d)	22	
	Instructional Assistant (e)	23	
	Instructional Assistant (f)	24	
	Interpreter 17/23*	27	
	Interpreter Brailist	27	
<b>L</b>	Laboratory Aide	14	
	Laboratory Aide, Biology	15	
	Laboratory Demonstrator (b)	25	
	Laboratory Demonstrator (b1)	26	
	Laboratory Demonstrator (c)	27	
	Laboratory Demonstrator (d)	29	
	Library Assistant (c)	18	
	Library Assistant (d)	19	
	Library Systems Manager	27	
	Library Technician (a)	20	
	Library Technician (b)	21	
	Library Technician (c)	22	
	Library Technician (d)	24	
	Library Technician (e)	25	
	<b>M</b>	Media Production Technician	24
Medical Office Assistant/1st Aid Attendant		20	
<b>O</b>	Office Assistant	14	
	Office Clerk (a)	14	
	Office Clerk (b)	15	
	Office Clerk (c)	16	
	Operations Supervisor	28	
	Operations Supervisor, Computing Centre	27	<b>G</b>



SCHEDULE "A"

	TITLE	GRADE	ICS GRID
			<b>See page 72</b>
<b>P</b>	Payroll/Benefits Clerk*	20	
	Payroll/Benefits Clerk	22	
	Photo Laboratory Technician	26	
	Pre-School Teacher	19	
	Printshop Supervisor	20	
	Program Assistant (b)	17	
	Program Assistant (c)	18	
	Program Assistant (d)	19	
	Programmer Analyst (a)	24	<b>E</b>
	Programmer Analyst (b)	25	<b>F</b>
	Programmer Analyst (c)	27	<b>H</b>
	Project Leader	30	<b>I</b>
	Purchasing Agent	27	
	<b>R</b>	Receivable/General Ledger Clerk	19
Receiver - Bookstore		19	
Receiver (a)		17	
Receiver (b)		20	
Receptionist		16	
Research Assistant		25	
<b>S</b>	Secretary	17	
	Senior Audio Visual Technician	24	
	Senior Graphic Designer	26	
	Senior Secretary	19	
	Service Desk Technician	19	
	Student Data Clerk	20	
	Student Services Assistant (a)	21	
	Student Services Assistant (c)	24	
	Supervisor, Accounting	26	
	Supervisor, Accounts Receivable	21	
	Supervisor, Library Operations	26	
	Supervisor, Records & Registration	25	
	Switchboard/Printshop Assisat	17	

SCHEDULE "A"

	<b>TITLE</b>	<b>GRADE</b>	<b>ICS GRID</b>
			<b>See page 72</b>
<b>T</b>	Team Lead	30	<b>J</b>
	Technical Services Supervisor	29	
	Telephone Operator/Reception	15	
	Telephone Support/Computer Operator	23	<b>A</b>
	Theatre Technician	26	
	Theatre Technician Production	26	
	Transcriber (Typewell)	17	
<b>W</b>	Workshop Coordinator	27	

## 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

Effective April 1, 2010: 0.0%

Effective April 1, 2011: 0.0%

**Pay Grid – The next time there is a percentage general wage increase, the current rates will be rounded up to two decimal places prior to and after applying the increase without any loss to an employee.**

SCHEDULE "B"

CUPE Schedule of Wage Rates

April 1, 2010

PAYGRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
<b>13</b>	HOURLY	17.9232	18.3844	18.8919	19.3762	19.9413
	BI-WEEKLY	1,254.62	1,286.91	1,322.43	1,356.33	1,395.89
	ANNUAL	32,732	33,575	34,501	35,386	36,418
<b>14</b>		18.3844	18.8919	19.3762	19.9413	20.5525
		1,286.91	1,322.43	1,356.33	1,395.89	1,438.67
		33,575	34,501	35,386	36,418	37,534
<b>15</b>		18.8919	19.3762	19.9413	20.5525	21.1637
		1,322.43	1,356.33	1,395.89	1,438.67	1,481.46
		34,501	35,386	36,418	37,534	38,650
<b>16</b>		19.3762	19.9413	20.5525	21.1637	21.8902
		1,356.33	1,395.89	1,438.67	1,481.46	1,532.31
		35,386	36,418	37,534	38,650	39,977
<b>17</b>		19.9413	20.5525	21.1637	21.8902	22.5590
		1,395.89	1,438.67	1,481.46	1,532.31	1,579.13
		36,418	37,534	38,650	39,977	41,198
<b>18</b>		20.5525	21.1637	21.8902	22.5590	23.2855
		1,438.67	1,481.46	1,532.31	1,579.13	1,629.99
		37,534	38,650	39,977	41,198	42,525
<b>19</b>		21.1637	21.8902	22.5590	23.2855	24.0716
		1,481.46	1,532.31	1,579.13	1,629.99	1,685.01
		38,650	39,977	41,198	42,525	43,961
<b>20</b>		21.8902	22.5590	23.2855	24.0716	24.9062
		1,532.31	1,579.13	1,629.99	1,685.01	1,743.43
		39,977	41,198	42,525	43,961	45,485
<b>21</b>		22.5590	23.2855	24.0716	24.9062	25.7877
		1,579.13	1,629.99	1,685.01	1,743.43	1,805.14
		41,198	42,525	43,961	45,485	47,095
<b>22</b>		23.2855	24.0716	24.9062	25.7877	26.6927
		1,629.99	1,685.01	1,743.43	1,805.14	1,868.49
		42,525	43,961	45,485	47,095	48,748
<b>23</b>		24.0716	24.9062	25.7877	26.6927	27.3274
		1,685.01	1,743.43	1,805.14	1,868.49	1,912.92
		43,961	45,485	47,095	48,748	49,907
<b>24</b>		24.9062	25.7877	26.6927	27.3274	28.3265
		1,743.43	1,805.14	1,868.49	1,912.92	1,982.85
		45,485	47,095	48,748	49,907	51,731
<b>25</b>		25.7877	26.6927	27.3274	28.3265	29.5489
		1,805.14	1,868.49	1,912.92	1,982.85	2,068.42
		47,095	48,748	49,907	51,731	53,964
<b>26</b>		26.6927	27.3274	28.3265	29.5489	30.7478
		1,868.49	1,912.92	1,982.85	2,068.42	2,152.34
		48,748	49,907	51,731	53,964	56,153
<b>27</b>		27.3274	28.3265	29.5489	30.7478	32.0407
		1,912.92	1,982.85	2,068.42	2,152.34	2,242.85
		49,907	51,731	53,964	56,153	58,514
<b>28</b>		28.3265	29.5489	30.7478	32.0407	33.4159
		1,982.85	2,068.42	2,152.34	2,242.85	2,339.11
		51,731	53,964	56,153	58,514	61,026
<b>29</b>		29.5489	30.7478	32.0407	33.4159	34.8263
		2,068.42	2,152.34	2,242.85	2,339.11	2,437.84
		53,964	56,153	58,514	61,026	63,602
<b>30</b>		30.7478	32.0407	33.4159	34.8263	36.2485
		2,152.34	2,242.85	2,339.11	2,437.84	2,537.40
		56,153	58,514	61,026	63,602	66,199

SCHEDULE "B"

**ICS Schedule of Wage Rates**

April-01-10

PAYGRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	24.7053	25.5349	26.4223	27.3326	27.9663
<b>A</b> BI-WEEKLY	1,729.37	1,787.44	1,849.56	1,913.28	1,957.64
ANNUAL	45,118	46,633	48,254	49,916	51,074
<b>B</b>	25.0254 1,751.78 45,703	25.6938 1,798.56 46,923	26.4313 1,850.19 48,270	27.2378 1,906.65 49,743	28.0675 1,964.73 51,258
<b>C</b>	25.9715 1,818.01 47,430	26.8013 1,876.09 48,946	27.6886 1,938.20 50,566	28.5989 2,001.92 52,229	29.2326 2,046.29 53,386
<b>D</b>	28.5041 1,995.29 52,056	29.3338 2,053.37 53,571	30.2211 2,115.48 55,191	31.1314 2,179.20 56,854	31.7653 2,223.57 58,011
<b>E</b>	30.6001 2,142.01 55,883	31.4875 2,204.13 57,504	32.3978 2,267.85 59,167	33.0315 2,312.20 60,324	34.0226 2,381.58 62,134
<b>F</b>	30.8543 2,159.80 56,348	31.7647 2,223.53 58,010	32.3985 2,267.89 59,168	33.3895 2,337.27 60,978	34.6110 2,422.77 63,208
<b>G</b>	29.9070 2,093.49 54,618	30.8980 2,162.86 56,427	32.1195 2,248.37 58,658	33.3179 2,332.25 60,847	34.6200 2,423.40 63,225
<b>H</b>	33.6647 2,356.53 61,480	34.6557 2,425.90 63,290	35.8773 2,511.41 65,521	37.0757 2,595.30 67,709	38.3777 2,686.44 70,087
<b>I</b>	37.0757 2,595.30 67,709	38.3777 2,686.44 70,087	39.7490 2,782.43 72,592	41.1664 2,881.65 75,180	42.5722 2,980.06 77,748
<b>J *</b>	35.4101 2,478.71 64,668	36.7030 2,569.21 67,029	38.0782 2,665.48 69,540	39.4887 2,764.21 72,116	40.9109 2,863.76 74,713

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

PG J newly established per consultation with CUPE

**CUPE Schedule of Wage Rates (Student Aide)**

April 1, 2010

PAYGRADE	Step 1	Step 2	Step 3	Step 4
<b>2010</b>	10.7167	11.0738	11.5117	11.9266

Peer Tutors are subject to the same wages and applicable articles as Student Aides plus 10% in lieu of benefits.

## SCHEDULE "C"

### Understandings

#### A Appointments, Terminations and Changes

The College agrees to provide the Union with lists of appointments, terminations and changes to employee status upon approval.

#### B Damaged Clothing

Requests for replacement of damaged clothing due to exposure to corrosive materials or other like substances, will be dealt with by the appropriate Administrator on an individual basis.

#### C Safety/Parking

When necessary, employees who work late shifts will be allowed sufficient time to move their vehicle closer to their work area.

#### D Insurance Contracts

The College will ensure that a copy of all benefit insurance contracts applicable to the employees are available for their review. Upon request, a copy of any such contract will be supplied to the employee requesting same.

#### E Notices of Acting in Senior Capacity

Individual departments of the College shall post, for the information of employees, notices of acting in senior capacity in the department concerned.

#### F Original Letters of Permanent Appointment

All original letters of permanent appointment to permanent positions shall contain advice that upon appointment to the permanent staff, when certain employee benefits are applicable, a reduction in take home pay of approximately 9% will be apparent.

#### G Car Insurance

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

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

## SCHEDULE "C"

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

### H First Aid Attendants

Where an employee is required by the College to assume responsibility as a first aid attendant and in so doing requires a current appropriate level **Occupational** First Aid Certificate, the College shall grant leave of absence with pay for the purpose of attending the necessary courses, both initial training and required upgrading.

Where the first aid training in question is given on a compressed basis essentially requiring full-time attendance, the attendee shall, in addition to receiving full salary for the days of attendance, receive credit for each full day of attendance of an additional amount of three hours straight time "lieu credit" to be taken or paid for as provided in Article XI E of the Collective Agreement.

Every effort will be made to enable employees to take the regular rather than the compressed course.

First Aid Attendants required to provide first aid coverage during their scheduled meal period will have their meal period rescheduled, in consultation with their supervisor, to within one (1) hour of their meal period. If the meal period cannot be rescheduled, the employee may elect to take the equivalent of their meal period in time off at the end of their shift with no loss of pay, provided this time off can be accommodated, or they will be entitled to overtime in accordance with Article XI E 1. a.

### I Training Committee

The parties will establish a Training Committee composed of three Union and three College representatives.

The Committee's central purpose is to investigate and report on:

1. training connected with technological change,
2. professional and career development needs of employees.

There shall be regular meetings, as determined by the committee. Copies of all minutes will be circulated to the College and the Union.

## SCHEDULE "C"

### J Preference for Hours - Permanent Part-time Employees

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

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

### K Job Sharing

Any employee who wishes to participate in a job sharing arrangement should make application to the Human Resources Department and the Union. The College will endeavour to accommodate such requests on a time-limited basis.

Job sharing arrangements will only be implemented where there is mutual agreement of the College and the Union.

### L Work From Home

The College will notify the Union of any work at home arrangements that it enters into with employees.



## APPENDIX I

### LETTER OF UNDERSTANDING COMPRESSED WORK WEEK SCHEDULE (NINE-DAY FORTNIGHT SYSTEM)

#### 1. Basic Conditions

- a. Application of the compressed work week nine-day fortnight system must not produce any additional cost, (i.e. overtime, additional staffing requirements or fringe benefit costs) or noticeable reduction in service from the level of service rendered at the effective date of this Letter of Understanding April 1, 2004.
- b. Access  
Employees not on Compressed Work Week who wish access to such work schedule should make application to their Department Head or Senior Supervisor. That individual will make the necessary analysis to ascertain whether the proposed change in schedule meets the conditions in 1 a) above and pass the request and analysis to the appropriate administrator in the Centre responsible for personnel matters for approval.

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

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

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

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

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

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

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

## APPENDIX I

### c. Suspension of the Compressed Work Week

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

In order to accommodate situations, such as emergencies, vacation, illness and peak periods, scheduled fortnight days may be deferred at the request and with the approval of the administration and must be rescheduled and utilized at the earliest opportunity. Where such situations are known in advance, fortnight scheduling shall be arranged to accommodate them.

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

During periods of suspension of the Compressed Work Week, the College shall require employees to continue working a seven and three-quarter ( $7\frac{3}{4}$ ) hour day for the period of suspension.

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

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

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

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

## APPENDIX I

### d. Deferral of Compressed Work Week Days Off

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

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

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

## 2. Working Conditions

- a. Employees shall work a seven and three-quarter ( $7\frac{3}{4}$ ) hours each regularly scheduled work day in every two-week period.
- b. For the purposes of the Compressed Work Week Letter of Understanding, a year shall be defined as a calendar year and will be divided into twenty-six (26) fortnight periods. The maximum entitlement of Compressed Work Week days off during the period shall be twenty-four (24).
- c. For those individuals on Compressed Work Week for twenty-six (26) bi-weekly periods, there will be two (2) bi-weekly periods each year in which no Compressed Work Week days off will be scheduled.

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

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

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

## APPENDIX I

- e. Overtime rates will be paid as per Clause XI E for authorized work performed in excess of seven and three-quarter ( $7\frac{3}{4}$ ) hours per day, excluding the time worked when making up time owed by the employees.
- f. Supervisors will post work schedules for employees.
- g. Supervisors are responsible for keeping accurate records of employee overtime and time owed to and by employees.
- h. Neither acting capacity nor shift differentials shall be paid if the higher level of work performed or hours of work are directly due to the modified work week.

### 3. Employee Benefits

- a. Present sick leave credits will be converted from days to hours. Employees on the compressed work week schedule will be deducted seven and three-quarter ( $7\frac{3}{4}$ ) hours sick leave for a day of absence owing to non-occupational sickness and injury.
- b. Vacation entitlement will be converted to hours for each employee. Employees on the compressed work week schedule will be deducted seven and three-quarter ( $7\frac{3}{4}$ ) hours vacation leave for a day of absence. Compressed work week days off will be earned during vacation periods. For example, an employee taking "two weeks" vacation would, in fact, be taking nine days of vacation (69.75 hours) and one Compressed Work Week day off.
- c. Gratuity days are earned as seven (7) hour days. If payment of gratuity is made to an employee it shall be made on the basis of a seven (7) hour day.

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

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

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

APPENDIX I

4. Illness

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

5. Agreement to Conditions Not Mentioned

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

6. Term of Letter of Understanding

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

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

CUPE Local 15 – V.M.E.C.W.

LANGARA COLLEGE

\_\_\_\_\_  
"Kathie Currie"

\_\_\_\_\_  
"Kevin Thien"

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APPENDIX II

LETTER OF UNDERSTANDING  
EXPERIMENTAL WORK SCHEDULES

This will confirm our mutual understanding that Article XI A. can be used to accommodate a range of innovative hours of work arrangements, on an individual or group basis and is not limited to the compressed work week schedule in Appendix I.

Any such arrangement would normally have to satisfy the same general conditions as the nine-day fortnight - i.e. no additional cost, loss in service, etc.

Any such innovative schedule should be developed within the division prior to seeking mutual agreement of the College and the Union, and should be administratively simple.

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

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

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”

### APPENDIX III

#### LETTER OF UNDERSTANDING PERMANENT TERM POSITIONS

The parties have reached the following understandings:

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

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

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

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

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

#### Salary

$$\text{Term Salary} = \text{Annual Salary} + \frac{\text{*General Holidays}}{\text{12}} + \frac{\text{**Annual Vacation}}{\text{12}} \times \frac{\text{No. of Duty Months}}{\text{12}}$$

\* 4%

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

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

#### Fringe Benefits

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

#### Annual Vacation

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

APPENDIX III

Sick Leave

Applicable only to the duty months.

General Holidays

Taken as they occur during the duty months.

Additional Duty

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

Increments

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

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

CUPE Local 15 – V.M.E.C.W.

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”



## APPENDIX IV

### LETTER OF UNDERSTANDING FLEXTIME

The College agrees with the principle of flextime for Union members under the following definition:

Flextime is a work schedule which permits adjustment of the schedule of daily or weekly hours worked which takes into consideration the commitment of the College, the needs of the department and the desires of the individual.

Criteria for access to a flextime schedule:

1. Flextime shall be scheduled in advance and approved by the appropriate Administrator or College President or delegate.
2. Flextime schedules shall not produce any additional cost for the College (e.g. overtime, additional staffing requirements, fringe benefit increases or non-scheduled shift differential).
3. Flextime schedules shall not result in any noticeable reductions in service from the effective date of this Letter of Understanding.
4. Flextime schedules shall be within the established hours of operation for the work performed.

A committee shall be responsible for resolving difficulties which may arise including matters of access to or exclusion from a flextime schedule.

The committee shall consist of one administrator from the jurisdiction concerned, who shall act as chair, along with one member representing: participating support staff; CUPE Local 15 - V.M.E.C.W.; Human Resources Department.

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

In the event that those parties cannot resolve the problem(s) within thirty (30) working days, either the Union or the College may refer the matter to the grievance procedure commencing at Step 4. The time limit may be extended by mutual consent.

Flextime schedules may be temporarily suspended by joint and mutual agreement of the Union and College Administration from the jurisdiction concerned.

This Letter of Understanding shall be binding upon the "College" and the "Union" for a term

APPENDIX IV

coincident with the collective agreement.

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

CUPE Local 15 – V.M.E.C.W.

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”

## APPENDIX V

### LETTER OF UNDERSTANDING EARLY RETIREMENT INCENTIVE AGREEMENT

#### 1. Term of Agreement

This Agreement shall be binding upon the College and the Union for a period of **twenty-four (24)** months from **April 1, 2010 to March 31, 2012**, both dates inclusive.

#### 2. Qualification

The College may offer to an employee a choice of one of the early retirement incentive alternatives described herein, provided the employee meets the following qualifications:

- a. is age 55 or over;
- b. has a minimum of ten years' pensionable service under the Municipal Pension Plan;
- c. is a permanent regular employee at the time of early retirement;
- d. is on the maximum step of the salary scale;
- e. resigns for purposes of retirement.

The Union shall be advised of any offer of early retirement made to a member, and the employee will be advised of their right to consult with the Union.

#### 3. Agreement

An employee has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer being proposed. In the event of acceptance of an offer of early retirement, an employee's date of retirement shall be effective on a date mutually agreed upon between the employee and the College.

Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon.

Acceptance must take place before the termination date of this Agreement. Retirement may take place after the termination date of this Agreement.

#### 4. Alternatives

##### a. Lump Sum Payment

The retirement allowance will be paid in one sum on the date of retirement, or for optimum tax advantage, an agreed upon deferred date, or in predetermined installments, acceptable to the employee and will be based on scale salary without allowances in the following amounts:

APPENDIX V

<u>Full Years to Retirement</u>	<u>Pay Out</u>
1	up to 20% of annual salary
2	up to 40% of annual salary
3	up to 60% of annual salary
4	up to 80% of annual salary
5 or more	up to 100% of annual salary

OR

- b. The retirement allowance based on up to 20% of the retiring employee's pre-retirement basic salary only will be paid each month by the College into a pre-designated Registered Retirement Savings Plan or Trust Fund in the name of the retired employee to provide at the discretion of the retired employee, a supplemental pension income upon attaining the age of 65 years. Payments shall commence on the first day of the month coincident with, or next following, the date of early retirement and shall cease when the retired employee reaches the 65th birthday. In the event the retired employee passes away prior to attaining the age of 65, any contributions outstanding shall be payable by the College in a lump sum amount to the estate of the deceased. The maximum period of payment shall be sixty (60) months.

5. Understandings

The term of Agreement described herein is to allow for an evaluation of the social and economic aspects of the program prior to considering its possible renewal, revision or discontinuation.

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

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

LANGARA COLLEGE

\_\_\_\_\_  
"Kathie Currie"

\_\_\_\_\_  
"Kevin Thien"

## APPENDIX VI

### LETTER OF UNDERSTANDING RECOVERY OF CLAIMED "OVERPAYMENTS"

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

1. When an obvious overpayment has occurred, it may be corrected within one (1) month of that occurrence, without need for consultation with the affected employee or the Union.
2. If overpayment of wages occurred which was not corrected within one (1) month of the error having occurred, the College will notify the affected employee in writing, with copy to the Union, specifying:
  - a. the amount of overpayment claimed;
  - b. a general description of the situation which gave rise to the claimed overpayment;
  - c. a detailed calculation of the claimed overpayment;
  - d. the intended schedule of recovery;
  - e. the employee's right to consult with the Union regarding this matter.
3. Should the employee or the Union dispute either the intended recovery or the calculation provided, the matter shall be discussed informally with the Manager, Human Resources Systems & Services and the Manager, Payroll and Accounts Payable and an effort made to reconcile the calculation and to accommodate the employee regarding the schedule of recovery. If alternate arrangements are agreed, they shall be confirmed in writing to all concerned.
4. If agreement cannot be reached informally, the matter shall be dealt with through the grievance procedure commencing at Step 3 and within the time limits prescribed therein and recovery shall not proceed until the grievance is ultimately resolved.
5. Notwithstanding the foregoing, if the employee voluntarily terminates employment with the College before recovery is accomplished, complete recovery shall form part of the normal end-of-employment reconciliation practices.
6. This agreement does not address nor apply to:
  - a. Normal reconciliation at the end of employment for vacation, gratuity leave, and other such entitlements where such reconciliation is clearly specified in the Collective Agreement; or
  - b. Garnishees or other court-ordered claims initiated by a third party.

APPENDIX VI

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

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

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”

APPENDIX VII

LETTER OF UNDERSTANDING  
PRE-RETIREMENT – REDUCED WORK WEEK

The parties agree during the term of this agreement to establish the terms of reference for a Pre-retirement Reduced Work Week process and conduct at least one trial, should there be a retiree willing to do so. Key elements to this will include:

That it will be at no additional cost to the College;

In accordance with terms of Collective Agreement;

- Implementation be operationally feasible and in the interests of the employees and the College;
- The replacement employees be qualified to fulfill the respective positions.

Engaging in this trial implies no obligation on either party to pursue this in the future, unless they mutually agree to do so.

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

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

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”

APPENDIX VIII

LETTER REGARDING LAYOFF

February 23, 2006

Mr. Steve Baker  
CUPE Local 15  
545 West 10th Avenue  
VANCOUVER BC V5Z 1K9

Dear Mr. Baker,

During the term of this agreement the College is committed to making every reasonable effort to avoid laying off CUPE Local 15 members, taking into consideration the fiscal and operation needs of the College.

Yours truly,

“ Ken Jillings”

Ken Jillings  
Director, Human Resources



APPENDIX IX

LETTER OF UNDERSTANDING  
PAY EQUITY

In the event that additional Pay Equity funding is made available by the Provincial Government which Langara College is eligible in accordance with Government Pay Equity Guidelines to receive; then the College and the Union will meet to discuss possible uses of such additional funding.

SIGNED this 29th day of November, 2002 at the City of Vancouver in the Province of British Columbia.

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

LANGARA COLLEGE

“Jean Dandrea”

“Linda Holmes”

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APPENDIX X

LETTER OF UNDERSTANDING  
FEE WAIVERS

During the term of the Collective Agreement, the College will consider as a matter of policy, extending access to fee waivers to retirees subject to the following:

- Access will be to Continuing Studies courses only
- No displacement of fee paying students
- Sufficient fee payers to support the course
- No additional cost
- Courses eligible for fee waiver
- Does not include waiver of materials, laboratory, taxes, or similar fees.

SIGNED this 29th day of November, 2002 at the City of Vancouver in the Province of British Columbia.

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

LANGARA COLLEGE

“Jean Dandrea”

“Linda Holmes”

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APPENDIX XI

LETTER OF UNDERSTANDING  
BENEFITS CONTINUATION

This will confirm that the College supports the principle of continuation of coverage and normal premium payment for health and welfare benefits and pension, if available, while temporarily working for the College outside the bargaining unit. Specific application of this will be determined on a case by case basis.

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

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

LANGARA COLLEGE

“Kathie Currie”

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“Kevin Thien”

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APPENDIX XII

LETTER OF UNDERSTANDING  
CONTRACTING OUT- COLLEGE MOVES

Within one month of the signing of this collective agreement the Joint Standing Committee will meet to consider, and attempt to resolve, the dispute involving the use of Boyd Enterprises by the College. At the request of either party the mediator will assist the committee in reaching this resolution.

Should the Joint Standing Committee fail to resolve this dispute to the mutual satisfaction of the parties within one month of its becoming seized of the dispute, the mediator will issue recommendations for the resolution of the dispute. Failing acceptance of those recommendations by both parties the mediator will issue a final and binding decision on the dispute.

SIGNED this 5<sup>th</sup> day August, 1996 at the City of Vancouver in the Province of British Columbia.

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

LANGARA COLLEGE

“S. Crooks”

“L. Holmes”

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APPENDIX XIII

LETTER OF UNDERSTANDING  
RATIFICATION MEETINGS

The union will make every reasonable effort to schedule ratification meetings at a time which minimizes the disruption of College operations and will work with the College to ensure that minimum service levels are maintained during ratification meetings.

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

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

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”

APPENDIX XIV

LETTER OF UNDERSTANDING  
COLLEGE HARASSMENT 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 Harassment Policy. If the Union and the College agree, any changes will be reflected in Article VIII E of the Agreement.

SIGNED this 29th day of November, 2002 at the City of Vancouver in the Province of British Columbia.

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

LANGARA COLLEGE

“Jean Dandrea”

“Linda Holmes”

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APPENDIX XV

LETTER OF UNDERSTANDING  
PROMOTION AND TRANSFER

The Union and the College agree that "filled", as used in Article XI H. and XVII shall have the following meaning:

1. a new incumbent occupies the position; or
2. the College has made a legally binding offer to a successful candidate.

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

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

LANGARA COLLEGE

“Kathie Currie”

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“Kevin Thien”

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APPENDIX XVI

LETTER OF UNDERSTANDING  
LETTER REGARDING POSTING OF A PERMANENT VACANCY UPON CONFIRMATION  
OF A LONG TERM DISABILITY

October 17, 1995

Mr. Steve Baker  
CUPE/VMRE Local 15  
545 West 10th Avenue  
VANCOUVER, B.C.  
V5Z 1K9

Dear Mr. Baker,

**RE: POSTING OF A PERMANENT VACANCY UPON CONFIRMATION OF LONG  
TERM DISABILITY**

This is to confirm as per our discussions during mediation, that Langara College concurs with the approach outlined by Ron Riching's in his May 25, 1995 letter concerning the posting of a position as a permanent vacancy when an incumbent is accepted by the insuring agency for LTD coverage.

The disabled employee will retain the right to return to their former position, or an equivalent one, and any "accommodation" rights they may be entitled to, notwithstanding the posting.

Should the person appointed to fill the posting subsequently be displaced by the returning employee, they will be entitled to exercise all rights under Article XVII, Layoff and Recall.

Yours truly,

“Ken Jillings”

Ken Jillings  
Director, Employee & Labour Relations

KJ/ML/vm  
Temp-employ-Baker



APPENDIX XVII

LETTER OF UNDERSTANDING  
BARGAINING UNIT WORK

For the term of this agreement, the College agrees not to assign any work presently performed by a permanent employee to another bargaining unit in the College which results in the layoff of a permanent employee.

"Presently performed" means work which is performed by a permanent employee on or after April 12, 2006.

This provision will not convey any new or additional rights to the employer over and above the previous Collective Agreement.

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

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

LANGARA COLLEGE

\_\_\_\_\_  
"Kathie Currie"

\_\_\_\_\_  
"Kevin Thien"

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## APPENDIX XVIII

### LETTER OF UNDERSTANDING USE OF AGENCY EMPLOYEES

1. The College will minimize the use of agency personnel through the internal recruitment of temporary or casual employees.
2. The College will offer work to employees on the recall list who have the ability to perform the work prior to going to an agency.
3. Agency hires beyond one month will require the approval of the Union which will not be unreasonably denied.
4. The College will advise the Union of all agency hires.
5. When employees of outside employment agencies are used by the College they will be treated in the same manner as casual employees as outlined in the Collective Agreement subsequent to the one that expired September 30, 1994; however, the following will not apply:
  - a. Article III 8C, Payment in lieu of benefits.
  - b. Article X, Position Evaluation, except that the Union retains its rights contained in Article X B 1.
  - c. Article XI H, Promotions and Transfer.
  - d. Article XI J, Temporary Re-appointment Rights.
  - e. Article XI K, Uniforms, Gloves, Aprons and Boots. Boots will not apply.
  - f. Article XIV A, Annual Vacation.
  - g. Article XIV C, General Holidays.
  - h. Article XVII Layoff and Recall.
  - i. Article XVIII F College Course Registration.
  - j. Article XVIII G, Career Development.
  - k. Schedule B, Car Insurance, Second Paragraph.
  - l. Schedule B, Job Sharing.
6. The percentage in lieu of benefits paid to agency workers will be 2% less than the percentage paid to casual employees.

APPENDIX XVIII

7. The College will remit the appropriate Union dues.
8. Any grievance arising from an agency worker will only be reviewed and pursued by the Union, rather than by the individual worker.

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

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

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”

APPENDIX XIX

LETTER OF UNDERSTANDING  
CONTRACTING OUT

The following will be added to Article XVIII G and will be in effect for the term of the agreement:

The employer agrees not to contract out any work presently performed by permanent employees covered by this agreement which would result in the layoff of such employees.

“Presently performed” means work which is being performed by a permanent employee on or after April 12, 2006.

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

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

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”

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.

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

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

LANGARA COLLEGE

\_\_\_\_\_  
"Kathie Currie"

\_\_\_\_\_  
"Kevin Thien"

APPENDIX XXI

LETTER OF UNDERSTANDING  
ESCALATING COSTS OF BENEFITS

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 (3) 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.

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

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

LANGARA COLLEGE

“Kathie Currie”

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“Kevin Thien”

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APPENDIX XXII

LETTER OF INTENT  
JOB DESCRIPTIONS

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.

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

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

LANGARA COLLEGE

\_\_\_\_\_  
"Kathie Currie"

\_\_\_\_\_  
"Kevin Thien"

APPENDIX XXIII

LETTER OF UNDERSTANDING

BETWEEN: CUPE LOCAL 15 VMECW

AND: LANGARA COLLEGE

RE: ACCESS TO EMPLOYEE PERMIT PARKING

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

Accordingly, the above reference employees do not have access to employee permit parking.

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

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

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”



## APPENDIX XXIV

### LETTER OF UNDERSTANDING

#### **STAND-BY, REMOTE CALL-OUT AND CALL-BACK**

The parties agree that the following stand-by provisions will be implemented on a trial basis for the term of this agreement and shall only apply to IETS.

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

- a. Employees with greater control over their personal life
- b. Employees improved ability to plan time off

The intent of this letter of understanding is to ensure that the parties are confident that this proposal meets the above referenced objectives. Either party may give 60 days' notice of their intent to cancel this letter of understanding.

#### Stand-by

Stand-by is defined as being scheduled to be available to work at any time following the completion of an employee's regular shift during a regular week or on scheduled rest days including fortnights.

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

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

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

3. Employees will be scheduled to be on stand-by for a period up to seven (7) consecutive calendar days (Monday to Sunday). The employer will ensure the employees receive two (2) weeks clear of standby per month, except by mutual agreement between the employee and the college or by means of scheduled trades between employees with approval of their Administrator.
4. The trading of shifts between qualified employees may occur with the approval of their Administrator.
5. The College shall designate Stand-by periods. The College will post the stand-by schedule at least ten (10) working days in advance. The standby scheduling will

## APPENDIX XXIV

be rotated equitably between all employees within a workgroup. Seniority shall be applied in determining the rotation preference for the standby schedule in conjunction with knowledge, skills and abilities (KSAs).

6. An employee which has an approved scheduled vacation shall not be scheduled for Stand-by duty by the College, without the consent of the employee.

### Remote Call-Out

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

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

### Call-Back

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

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

APPENDIX XXIV

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

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

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”

## APPENDIX XXV

### LETTER OF INTENT JOB EVALUATION PROCESS

#### A. BACKGROUND

To improve the timeliness of the **job review** and appeal process, the parties have entered into this agreement on a trial basis for the duration of the term of this collective agreement. This agreement shall address job evaluation delays with respect to Article X, B, 3. (Job Evaluation Requests) and Article X, D. (Re-examination Process).

A graphical representation of the new job evaluation process is depicted on the attached process chart.

Key elements to this new job evaluation process include:

#### B. NEW JOB EVALUATION PROCESS

##### 1. Initiation and Job Description

- a. Initiation of a review is done in accordance with Article X.B.1.
- b. Employee(s) should obtain advice from a Union Job Evaluation (JE) Representative. (Process 13)
- c. The College undertakes to complete a draft job description and provides it to the employee(s) and the Union JE Representative within twenty-five (25) working days after receipt of a completed Position Description Questionnaire (PDQ) by Human Resources. (Process 10 and 14)
- d. When the employee and the Union JE Representative are of the view that the draft job description is incorrect and/or incomplete, the Union JE Representative may provide Human Resources with an addendum within fifteen (15) working days of receipt of the draft job description. (Process 16)
- e. Before being advanced to the Job Evaluation stage, the responsibilities, duties, and tasks of the job shall be confirmed by the Supervisor and by the incumbent. (Process 17)
- f. The College shall be responsible for assigning the qualifications and requisite knowledge, skills and abilities to the job description. (Process 17)

##### 2. Job Evaluation

The College shall evaluate the job description in accordance with the Langara College/CUPE Local 15 - V.M.E.C.W., Gender Neutral Position Evaluation Plan and follow terms of reference as outlined in Article X, C, 1. (Job Evaluation Terms of Reference).

- a. The College undertakes to provide the results to the Union within twenty-five (25) working days of finalization of the job description. Job Evaluation results shall include the Job Description and Rating Rationale. (Process 20)
- b. The Union shall advise the College within fifteen (15) working days after receipt of the Job Description **and rating rationale** of their acceptance or rejection of the Job Evaluation results. Should the Union fail to notify the

## APPENDIX XXV

College of its rejection of the Job Evaluation results within fifteen (15) working days, the Job Evaluation is deemed to have been accepted.  
(Process 21)

### 3. Re-examination

- a. Where the outcome of a job evaluation is unsatisfactory to the Union, and the Union has served notice pursuant to Section 2.b., the following process shall be used and completed within thirty (30) working days.
  - i. Within fifteen (15) working days, after serving notice pursuant to Section 2.b., the Union shall provide the Human Resources (HR) Manager, in writing, the particulars of the disagreement, the remedy sought, and its rationale. (Process 24)
  - ii. After providing the HR Manager with the particulars of the dispute, the remedy sought, and its rationale, either the College or the Union may request a meeting. (Process 25)
  - iii. Within fifteen (15) working days, after receiving the Union's particulars of the dispute, the remedy sought, and its rationale, the HR Manager shall convey a written decision to the Union. Should a meeting be requested by either party, the HR Manager shall convey a written decision within fifteen (15) working days from the date of meeting.(Process 26)
- b. When the Union accepts the College's written decision, the job evaluation is considered resolved and the appropriate adjustments shall be made forthwith.
- c. If the Union rejects the College's written decision, the Union may, within fifteen (15) working days of receipt of the College's written decision, refer the dispute to an arbitrator under this letter of understanding or alternately, under Article X.D.2 who shall have jurisdiction to make a final and binding determination of the appropriate rating for the job. (Process 35)
- d. The arbitrator's decision shall be governed by the terms of reference of Article X, C., and shall not be precedent setting with respect to application of the Langara College/CUPE Local 15 – VMECW Gender Neutral Job Evaluation Plan. Where the dispute has been referred to Arbitration under the Collective Agreement, the decision will be precedent setting.
- e. If the Union does not accept the College's written decision, and the Union does not refer the dispute within fifteen (15) working days of receipt of the College's decision, it shall be deemed that the Union has accepted the College's written decision.
- f. Where possible, when disputes do not necessitate the calling of witnesses, the parties shall direct the arbitrator to hear more than one dispute in the same sitting.

## APPENDIX XXV

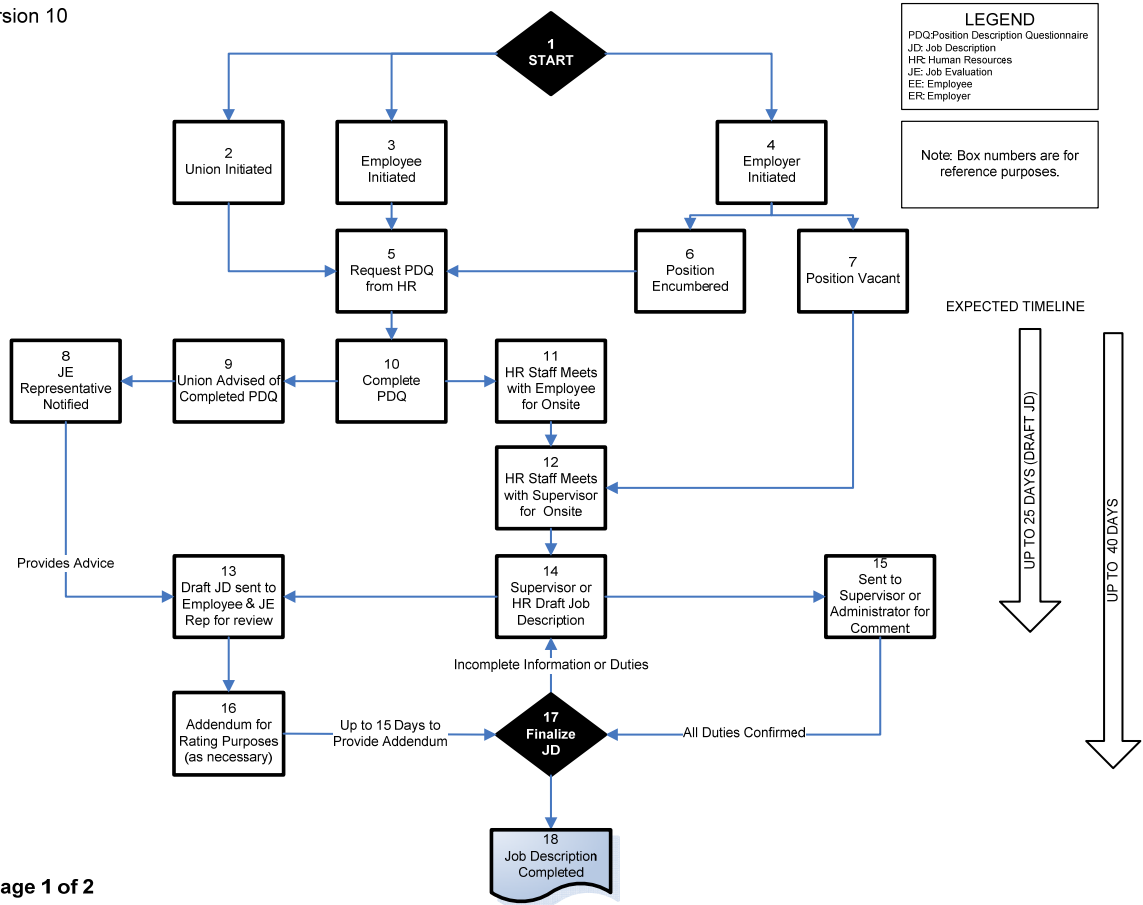
- g. All costs and expenses incurred by the arbitrator shall be shared on an equal basis.

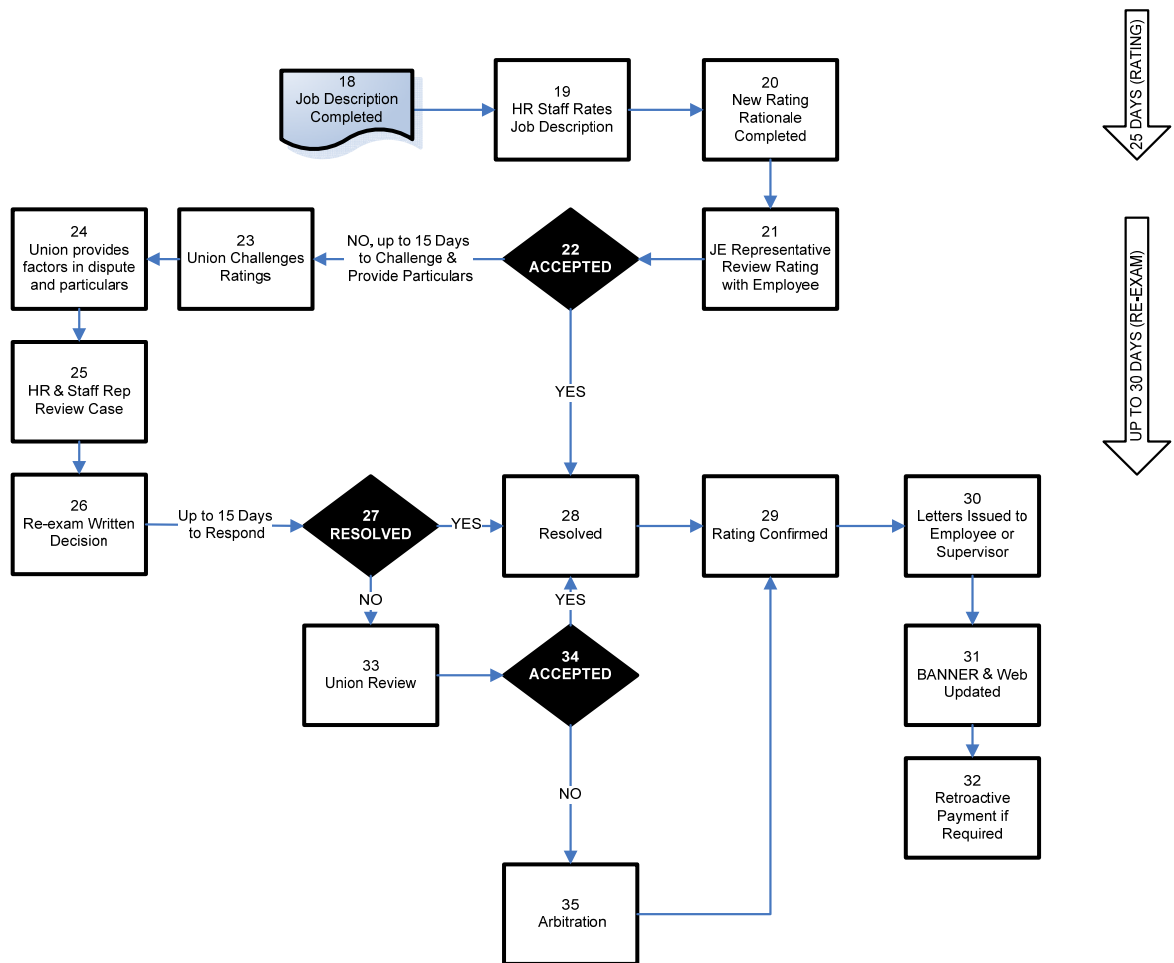
### C. IMPLEMENTATION

- 4. Outstanding Files (pre July 1, 2010)
  - a. To expedite the resolution of outstanding files under Article X (Job Evaluation), the parties shall migrate outstanding files through the new process. The parties undertake to make their best effort to process the outstanding files within six months of signing this LOU.
  - b. The parties agree to extend the time limits to two (2) months at each job evaluation stage during the period the parties are processing the outstanding files.
- 5. New JE Files (post July 1, 2010)
  - a. The parties agree that in an effort to expedite existing outstanding files, new job reviews initiated by the employee or Union, shall be suspended and placed in queue for a period of six (6) months from date of signing this LOU. Should the job review result in a reclassification increase, the effective date will be retroactive to receipt date of PDQ, subject to Article X, C, 1, f.
- 6. The parties may extend timelines by mutual agreement.
- 7. Throughout the term of the agreement, the parties agree to jointly review the Job Evaluation process with the view of making changes that improve the process and reduce the time taken to achieve a resolution. Any recommended changes are subject **to the approval of the parties' respective principals.**
- 8. **This Letter of Understanding shall expire on March 31, 2012 or for the duration of this Collective Agreement, whichever date is later.**

# Trial Job Evaluation Process Chart

Version 10





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

CUPE Local 15:

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”



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.**

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

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

CUPE Local 15:

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”

APPENDIX XXVII

LETTER OF UNDERSTANDING  
COLLECTIVE BARGAINING 2010 – COMPENSATION RE-OPENER

**The Collective Agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current collective bargaining.**

**Langara College agrees that, in the event that Government decides to modify the PSEC Mandate as it applies to the entire Public Service and Public Sector during the term of the Langara College/CUPE 15 VMECW Collective Agreement arising from the current collective bargaining, the CUPE 15 VMECW will have the opportunity to renegotiate the total compensation for the balance of the term of the Collective Agreement.**

**This opportunity to renegotiate will relate to total compensation only and such negotiations will be based on and limited by the full value of the revised PSEC Mandate and will be subject to approval by the Post-Secondary Employers' Association (PSEA). This renegotiation will not result in the early termination of the Collective Agreement.**

The Letter of Understanding expires at midnight on March 31, 2012.

Signed June 29, 2011.

CUPE Local 15:

LANGARA COLLEGE

“Kathie Currie”

“Kevin Thien”

## APPENDIX XXVIII

### LETTER OF UNDERSTANDING PEER TUTORS: TERMS OF REFERENCE

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

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

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

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

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

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

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

- a. Students must be enrolled in a minimum of nine credits.
- b. Students with permanent disabilities, registered with Langara College Disability Services, can qualify if enrolled in a minimum of six credits.
- c. This enrolment must be maintained throughout the term.

APPENDIX XXVIII

- d. Eligible students must have a CGPA of 2.00. First-term students without a Langara CGPA are also eligible.
- e. Completion of the course(s) in which they are tutoring with an appropriate grade point average, as determined by the Department.

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

CUPE Local 15:

LANGARA COLLEGE

“Kathie Currie”

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“Kevin Thien”

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APPENDIX XXIX

**JOINT STANDING COMMITTEE**

**Minutes – The parties agree to produce a joint set of notes from any Joint Standing Committee within two weeks of any meetings. The notes are intended to be a representation of the discussion of the meetings for reference purposed only. The notes will be shared with Administrators and employees.**

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at the City of Vancouver in the Province of British Columbia.

CUPE Local 15:

LANGARA COLLEGE

\_\_\_\_\_  
"Kathie Currie"

\_\_\_\_\_  
"Kevin Thien"

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My Steward is: \_\_\_\_\_

and available at Phone No.: \_\_\_\_\_

My alternate Steward is: \_\_\_\_\_

Phone No.: \_\_\_\_\_

### The Collective Agreement

This contract specifies the terms and conditions of your employment and has been mutually agreed upon by the Union and College. Both parties want the provisions to be respected and properly applied. It is in your interest to know the contract as it applies to your working environment.

### Grievance Procedure

Problems regarding the application, enforcement, or interpretation of this contract should be dealt with through the procedure outlined in Article IX. If you have a problem, discuss it with your immediate supervisor within 15 working days with your Shop Steward present.

### Shop Steward

Your Shop Steward is a liaison between you and your supervisor when dealing with problems that arise on the job. Your Shop Steward should also be aware of what is happening within the Union and the labour movement. If you are aware of a problem or have a question regarding your work or the Union, please contact your Steward.

### Negotiations

Contract improvements are negotiated between the Union and the College. Negotiations generally start about 3 months prior to the expiry of the Contract. It is the practice of your Union to have the Bargaining Unit elect a negotiating committee from within the membership of the Bargaining Unit.