

**MEMORANDUM OF AGREEMENT**

between

Langara College  
(hereinafter call "the College")

and

Canadian Union of Public Employees Local 15  
Vancouver Municipal, Education & Community Workers  
(hereinafter call "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 15 (hereinafter call "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2014, AND EXPIRING MARCH 31, 2019, (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2012-2014 Collective Agreement continue except as specifically varied below.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for sixty (60) months, April 1, 2014, to March 31, 2019, both dates inclusive.

3. **Effective Dates**

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

4. **Appendix "A"**

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

5. **Appendix "B"**

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

**6. Ratification**

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

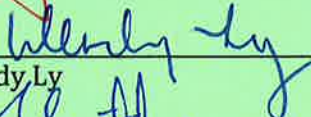
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 4<sup>th</sup> day of March, 2015.

**BARGAINING REPRESENTATIVES FOR THE COLLEGE:**

  
L. Dianne Richards

  
Mark Adams

  
Wendy Ly


  
Jan Smith


  
Kristen Wilson


**BARGAINING REPRESENTATIVES FOR THE UNION:**

  
Kevin Tilley

  
Reba Noel

  
Briana Fraser

  
Peter Huron

  
Zeljka Loncaric

  
Brian McGibney

  
Kenneth Schmunk

## APPENDIX "A"

### 1. Article I - Term of Agreement

Effective the date of ratification, the College and the Union agree to amend Article I as follows:

This Agreement shall be for a term of ~~twenty-four (24) months from April 1, 2012 to March 31, 2014~~, sixty (60) months from April 1, 2014, to March 31, 2019, 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.

### 2. Article III. 7. g - Temporary Employees

Effective the date of ratification, the College and the Union agree to amend Article III. 7. g as follows:

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~~ their last day worked. To facilitate application of this provision, temporary employees should indicate their last day worked or if currently employed on their application.

### 3. Article IV. 1 - Notification of Vacancies

Effective the date of ratification, the College and the Union agree to amend Article IV.1 as follows:

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 on the College website ~~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.

Effective January 2015, the College shall retain copies of all job postings for a period of not less than twenty-four (24) calendar months. Such postings shall be provided to the Union upon request.

4. **Article VIII. J paragraph #3 - Personnel File**

Effective the date of ratification, the College and the Union agree to amend Article VIII.J paragraph #3 as follows:

~~When within eighteen (18) twenty-four (24) months there have been no related incidents or recurring pattern of behaviour which resulted in a reprimand or disciplinary action, the Director, Human Resources Consultant, upon written request of the employee, shall remove the adverse material from their personnel file. Should an employee fail to request removal of the adverse material, it will be deemed to have been removed.~~

5. **Article XIII. C. 2 - Increments**

Effective the date of ratification, the College and the Union agree to amend Article XIII. C. 2 as follows:

a) On promotion, the salary of ~~an~~ a permanent 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.

b) A temporary employee who posts into a higher classification rate will start at Step 1 of the new pay grade or at the closest pay step of the new pay grade that provides an increase over their current rate of pay, whichever is greater.

6. **Article XIV. H. 1. b - Health Insurance Basic Medical and Extended Health Plans**

Effective the dates set out below, the College and the Union agree to amend Article XIV. H. 1. b as follows:

b) Optical care insurance to a maximum of four hundred dollars (\$400) 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.

Effective April 1, 2016, optical care insurance to a maximum of five hundred dollars (\$500) 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.

*While not to be included in the Collective Agreement, effective the first of April 2017, the insuring company will include charges for laser eye surgery performed by an ophthalmologist*

as one of the allowable expenses within the combined maximum of \$500 per two (2) year period.

7. **Article XIV. H. 1. e - Health Insurance - Basic Medical and Extended Health Plans.**

*While not to be included in the Collective Agreement, the parties agree that effective the first of January following the date of ratification, the Extended Health Benefits plans will be amended such that the individual and family deductibles will be increased from twenty-five dollars (\$25) to fifty dollars (\$50) per calendar year.*

8. **Article XV. F paragraph #4 - Pregnancy Leave Supplemental Employment Benefit**

Effective the date of ratification, the College and the Union agree to amend Article XIV. B. 3 as follows:

**\*\* 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:~~**

- ~~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.~~

9. **Article XVIII. F paragraph #2 - Career Development**

Effective the date of ratification, the College and the Union agree to amend Article XIV. B. 3 as follows:

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

10. **Appendix X - Letter of Understanding - Fee Waivers - Retirees**

Effective the date of ratification, the College and the Union agree to delete Appendix X as follows:

~~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.~~

11. **Appendix XXVI - Letter of Understanding - Integration of IT Grid into Schedule B**

Effective the date of ratification, the College and the Union agree to delete Appendix X as follows:

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

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

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

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

Effective the date of ratification, the College and the Union agree to amend Schedule "B" by the following percentages effective on the dates indicated:

(a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of ratification of this Memorandum of Agreement (whichever is later), all annual rates of pay which were in effect on March 31, 2015 shall be increased by one percent (1%).

(b) Effective the first day of the first full pay period after February 01, 2016, all annual rates of which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend\*.

(c) Effective the first day of the first full pay period after April 01, 2016, all annual rates of pay which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).

(d) Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay which were in effect on January 31, 2017 shall be increased by shall be increased by one percent (1%) plus the Economic Stability Dividend\*.

(e) Effective the first day of the first full pay period after April 01, 2017, all annual rates of pay which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).

(f) Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend\*.

(g) Effective the first day of the first full pay period after April 01, 2018, all annual rates of pay which were in effect on March 31, 2018 shall be increased by one-half of one percent (0.5%).

(h) Effective the first day of the first full pay period after February 01, 2019, all annual rates of pay which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend\*.

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit.

\* See "Appendix B" for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."

**13. Appendix "B" – Memorandum of Understanding on Economic Stability Dividend – New**

**Re: ECONOMIC STABILITY DIVIDEND**

## Definitions

### 1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" Is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

### The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.



4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

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#### **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

#### **Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

#### **Allowable Method of Payment of the Economic Stability Dividend**

### **Article III. 5. - Definition - Permanent Employee**

*Amend to read as follows:*

An employee who has been appointed to permanent staff by the College following ~~six (6) months~~ eight hundred and fifty (850) hours of satisfactory ~~service work~~ with the College. Permanent appointments of less than full-time may be made with the prior approval of the Union. The Union shall provide a response within a reasonable time. ~~Approvals shall not be unreasonably withheld. A permanent employee is entitled to all~~ employee benefits provided by the Agreement.

### **Article III. 6. a. - Probationary Employees**

*Amend to read as follows:*

A new permanent employee shall be considered in a probationary capacity until the satisfactory completion of ~~six (6) months service~~ eight hundred and fifty (850) hours worked.

### **Article III. 7. f. - Temporary Employees**

*Amend to read as follows:*

A temporary employee appointed to a posted temporary position of six (6) months or more shall be appraised during the first ~~six (6) months~~ eight hundred and fifty (850) hours worked 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.

### **Article XI. I. 1. - Temporary Positions**

*Amend to read as follows:*

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~~ four hundred and twenty-five (425) hours worked or eight hundred and fifty (850) hours worked (as applicable) in said position shall be considered as the trial or probationary period.

### **Article XI. I. 3. - Temporary Positions**

*Amend to read as follows:*

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~~ eight hundred and fifty (850) hours worked 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.

**Article XVII. A. 2. B. Layoff - Probationary Employee**

*Amend to read as follows:*

If a probationary employee, who has ~~completed~~ worked less than ~~three months~~ four hundred and twenty-five (425) hours 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~~ worked ~~three months~~ four hundred and twenty-five (425) hours, 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.

**Article XI (H) - Promotion or Transfer**

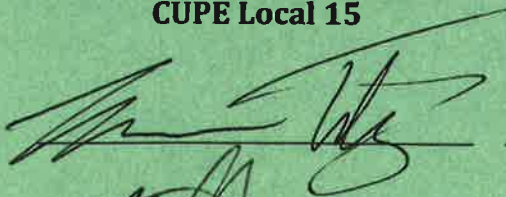
*Add the following provision:*

- 13. For the purpose of filling vacancies, Employees with less than eight hundred and fifty (850) hours worked will be deemed to be "outside applicants" for the purposes of Article XI.H.2.


**CUPE Local 15**

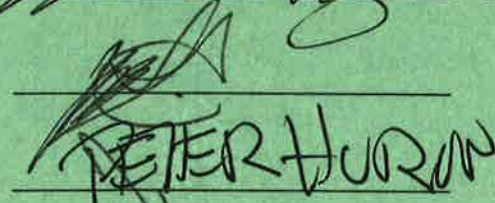
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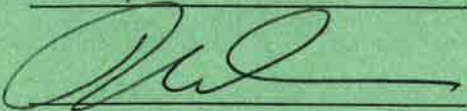


  
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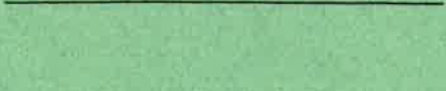
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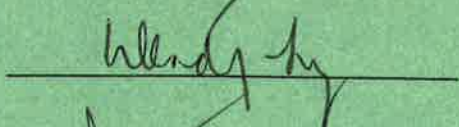
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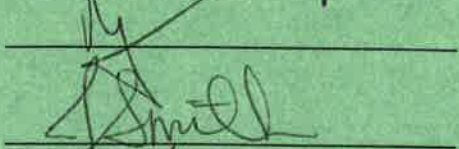








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**Article IV. 4. - Notification of Vacancies**

*Amend to read as follows:*

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~~ Langara is committed to enhancing our diverse workforce,
- where the available position is "Temporary" the notice shall so specify stating the anticipated duration of employment.

**CUPE Local 15**

**Date**


**Langara College**



16 JAN 15



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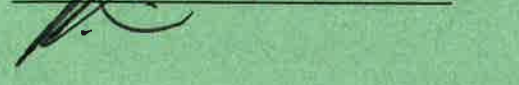


















**Article VIII. E. 4. b. - Sexual and Personal Harassment**


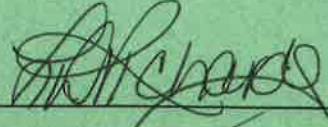
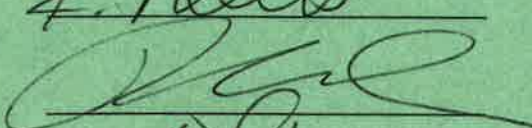

*Amend to read as follows:*

College or Union representatives and any employee in the course of investigation of a complaint of harassment, shall have regard for the privacy and confidentiality to the extent protected and allowable by law of the grievor and all employees involved in the complaint.

**CUPE Local 15**

**Date**

**Langara College**

	<u>21 JAN 15</u>	
<del>JEFF HURON</del>		<del>by</del>
Jelina Komori		Smith
K. Nellis		H. K.
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**Article IX. E. - Grievance Procedure**

*Amend to read as follows:*

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 - Labour Relations & Human Rights (or delegate)~~ or the Union Staff Representative as the case may be.

**CUPE Local 15**

**Date**

**Langara College**



~~16~~ 16 JAN 15



PETER HURON

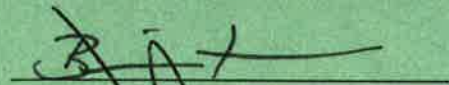
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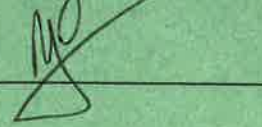


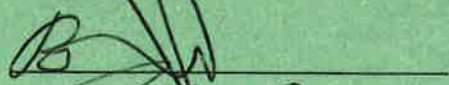


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**Article XI. M. paragraph #4 - Temporary Positions**

*Amend to read as follows:*

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

**CUPE Local 15**

**Date**

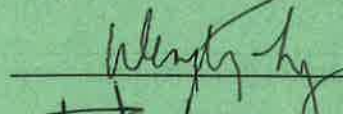
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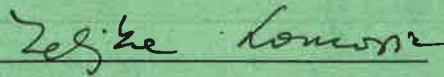



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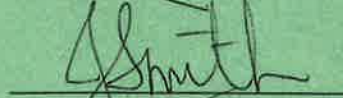
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**Article XI.M - Excessive Workload (Reference Article IV.9)**

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.


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~~ Joint Standing Committee which will investigate the matter and recommend solutions to the applicable Senior Administrator or delegate.

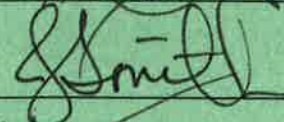
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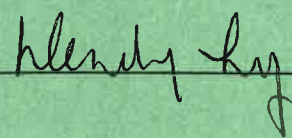
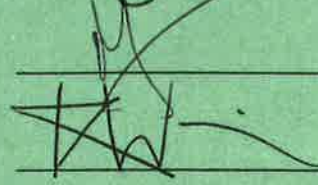
**Langara College**



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Felice Amore



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**Article XIII. A. 6. - Salary Schedule**



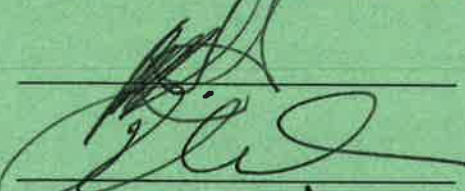
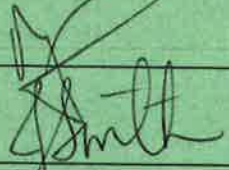

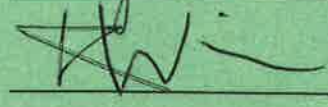
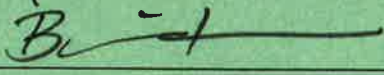
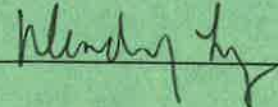
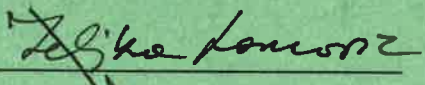
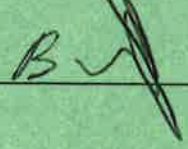
*Amend to read as follows:*

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 - Hours Worked in Excess of Thirty-five (35) Hours Per Week)

**CUPE Local 15**

**Date**

**Langara College**

	Jan 20 '15	
		
		
		
		
		

**Article XIII. D. 1. - Acting in Senior Capacity**

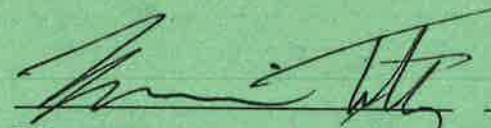
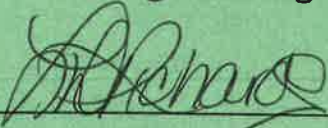
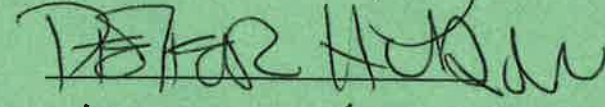
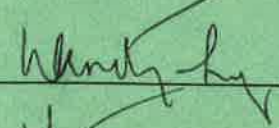

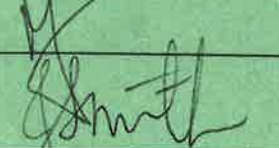
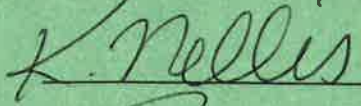
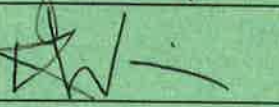
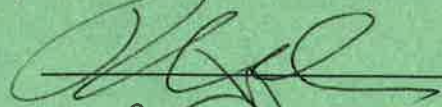



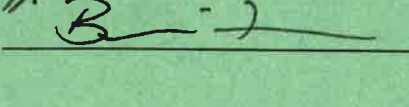
*Amend to read as follows:*

When an employee covered by this Agreement is authorized in writing by his/her department head or ~~the President~~ Manager 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.

**CUPE Local 15**

**Date**

**Langara College**

	21 JAN 15	
		
		
		
		
		
		
		

**Article XIII. D. 3. - Acting in Senior Capacity**



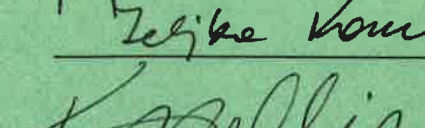

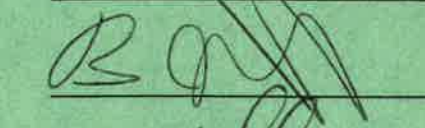

*Amend to read as follows:*

Acting capacity as above is intended to cover periods up to ~~thirty (30)~~ ninety (90) 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.

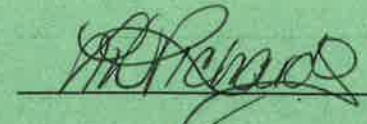
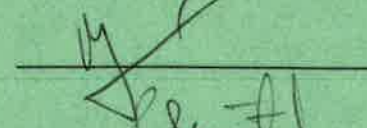
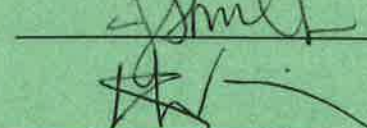
**CUPE Local 15**

**Date**

**Langara College**

  
  
Teri Ke Koumoro  
  
  
  
  
B J

21 JAN 15

  
  
Smith  
  
Wendy Ly

**Article XIV. F. - Pension (Superannuation)**

*Amend to read as follows:*



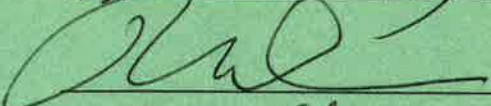

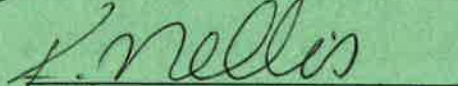
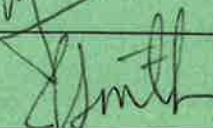



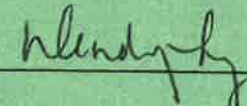
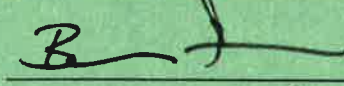
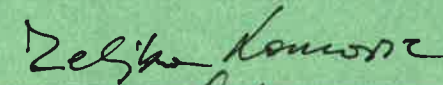

Except as otherwise provided in this Agreement, every employee on, or appointed to, the permanent staff shall contribute to the Municipal Pension Plan. The College contribution will be paid only when the employee is in receipt of pay. Details are given in a booklet which may be obtained from the Human 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.

**CUPE Local 15**

**Date**

**Langara College**

	Jan 21 '15	
		
		
		
		
		
		
		

**Appendix IV - Letter of Understanding - Flex-Time Variable Work Schedule**

*Amend to read as follow:*

The College agrees with the principle of flexitime a variable work schedule for Union members under the following definition:

Flexitime A variable work schedule 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 flexitime variable work schedule:

1. Flexitime The variable work schedule shall be scheduled in advance and approved by the appropriate Administrator or College President or delegate.
2. Flexitime Variable work 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. Flexitime Variable work schedules shall not result in any noticeable reductions in service from the effective date of this Letter of Understanding.
4. Flexitime Variable work 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 flexitime variable work 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 Labour Relations and Human Rights 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.

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



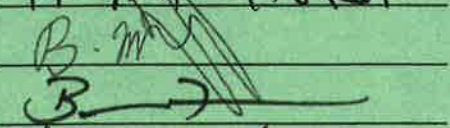
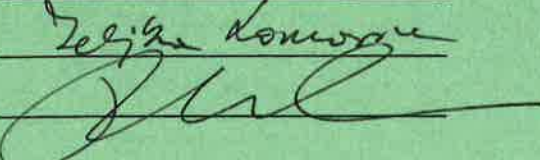
This Letter of Understanding shall be binding upon the "College" and the "Union" for a term coincident with the collective agreement.



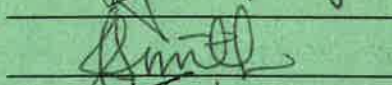

**CUPE Local 15**

**Date**

**Langara College**

20 JAN 15

  
  
 PETER HURON  
 B.M.  
  
 Regina Komogor  


**Appendix IX - Letter of Understanding - Pay Equity**




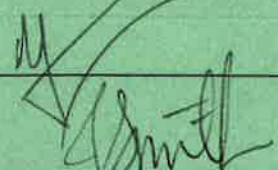


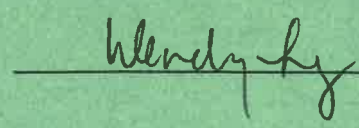

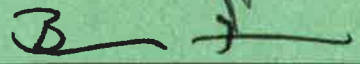
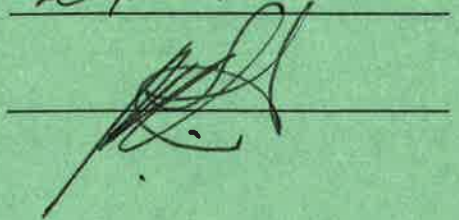
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In the event that additional Pay Equity funding is made available by the Provincial Government which Langara College is eligible in accordance with Government Pay Equity Guidelines to receive; then the College and the Union will meet to discuss possible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

**CUPE Local 15**

**Date**

**Langara College**

	Jan 21 '15	
		
* Nellis		
		
		
		
Zeljko Kovacevic		
		

**Appendix - XII - Letter of Understanding - Contracting Out - College Moves**

*Delete*

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.

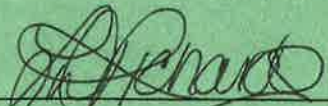
**CUPE Local 15**

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**Langara College**



16 JAN 15

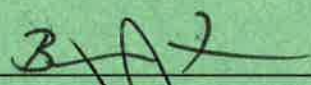


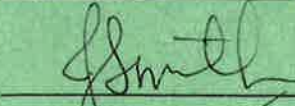
PETER HURIN



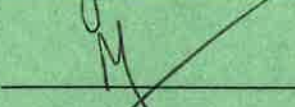





















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**Appendix - XX - Letter of Understanding - ~~Forty (40) Hour Work Week Hours~~  
Worked in Excess of Thirty-five (35) Hours per Week.**

*Amend to read as follows:*

The parties agree that ~~while the incumbents of the positions of Receiver (a) and (b) and Receptionist/Switchboard Operator employees working in excesss of work a forty (40) hours work week; employees in these positions (both permanent and temporary) employees scheduled to work thirty-seven and one-half (37-1/2) hours per week or forty (40) hours per week shall be paid at the classified pay grade, and hourly rate for the position, or a bi-weekly rate based on eighty (80) the straight-time hours worked.~~

For overtime purposes the normal hours for ~~these employees working a thirty-seven and one-half (37-1/2) hour work week will be seven and one-half (7-1/2) hours per day or thirty-seven and one-half (37-1/2) hours per week and for employees working a forty (40) hours week, they will be eight (8) hours per day or forty (40) hours per week.~~

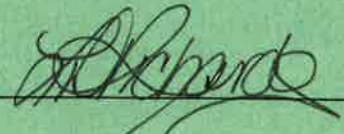
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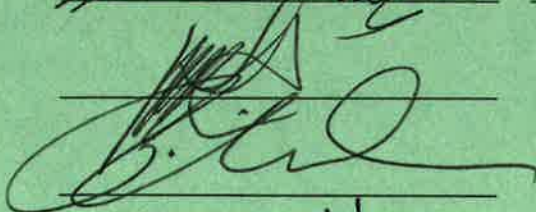
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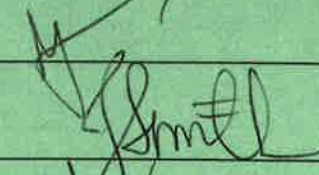
**Langara College**



Jan 20 15

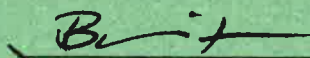


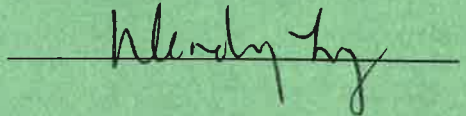


















**ER47. Appendix - XXII - Letter of Intent - Job Descriptions**

*Delete*

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.

**AND**

**U#15. Article VIII.A - Job Description**

*Amend to read as follows:*

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.

Effective January 2015, the College shall retain all job descriptions and rating sheets. These job descriptions and rating sheets shall be provided to the Union upon request.

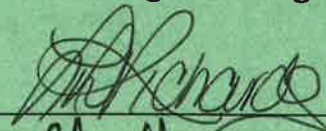
**CUPE Local 15**

**Date**

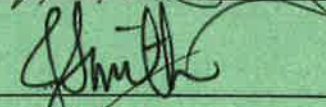
**Langara College**




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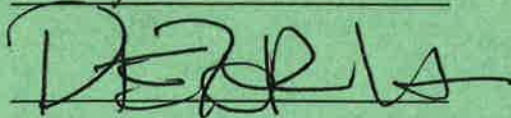






Zeyka Komarov





Wendy Ly



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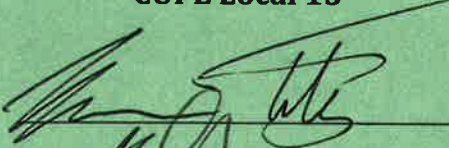


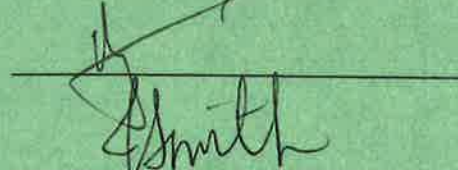
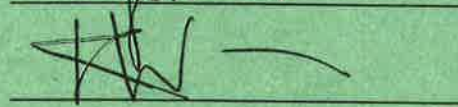

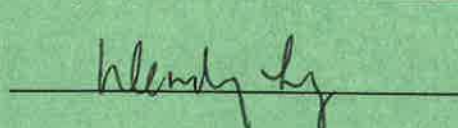

**Appendix XXXI. 3. - Expedited Arbitrators**

*Amend to read as follows:*

The following arbitrators shall be selected on the basis of the person who is first available to hear the grievance ~~within then (10) calendar days of appointment, on a rotating basis. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement of the parties.~~

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

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

CUPE Local 15	Date	Langara College
	Jan 20 15	
		
PETER HURIN		
		
		
Regina Lawrence		

**Appendix -TBD - Letter of Understanding - Student Aide and SWAP Work Specification.**

*Add the following as a new Appendix*

The parties agree to discuss and review, at the Joint Standing Committee, Job Specifications for Student Aide and SWAP work at the College.

The parties agree that this Letter of Understanding does not in any way create intent to include the Student Aide and SWAP Job Specification within the terms of this or any subsequent collective agreement.

**Article XI. H. 7. - Promotion or Transfer**

*Amend to read as follows:*

Student Aides and SWAP are not considered to have internal status for the purposes of this Article.

**Schedule "B" - CUPE Schedule of Wage rates (Student Aide)**




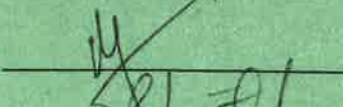
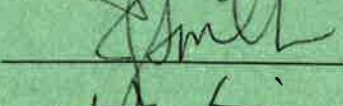
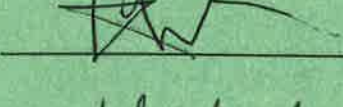
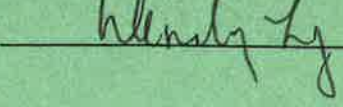

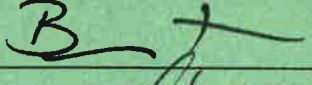
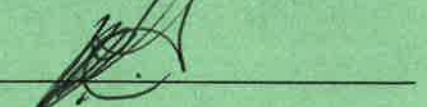
*Amend to read as follows:*

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

**CUPE Local 15**

**Date**

**Langara College**

	Jan 21 '15	
		
K. Nellis		
<del>K. Nellis</del>		
PETER HURON		
		
		
		
Regina Komor		

**Letter of Understanding (New)  
Job Evaluation Revisions**

The Parties agree to meet within 6 months of the ratification of this agreement with the purpose of discussing changes to the job evaluation process in Appendix XXV and Article X of this agreement.

It is agreed that any revision to the Job Evaluation process will not result in a greater cost to the College.

**CUPE Local 15**

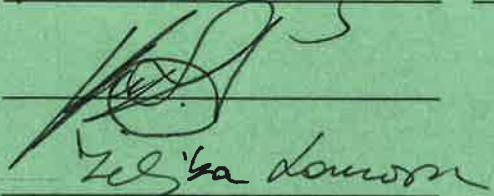
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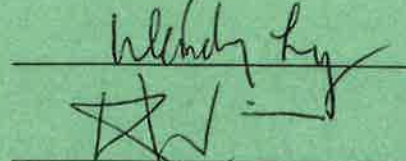
**Langara College**

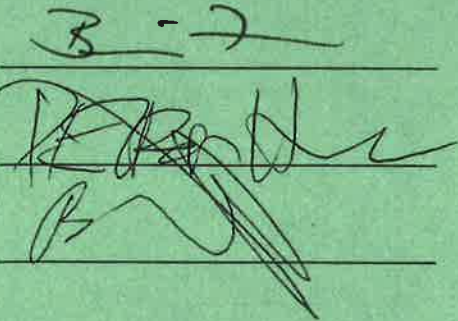


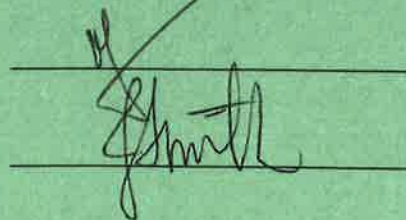
18 FEB 15



  
Regina Dawson

  
Wendy King





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**Letter of Understanding - Space Allocation and Planning**

*Add the following*

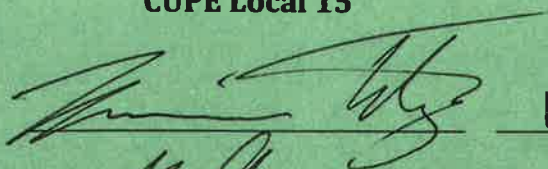
The parties agree that the Union will be offered one seat on any committee created by Facilities whose purpose is to discuss the utilization or allocation of new or existing space which directly impacts CUPE members.

To ensure productive and effective discussions, it is agreed that the person appointed to the committee by the Union will normally work in the area or one of the areas impacted or discussed.

**CUPE Local 15**

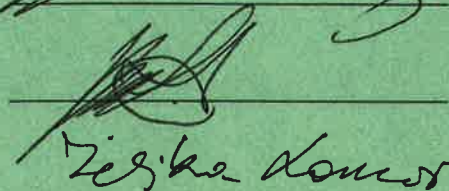
**Date**

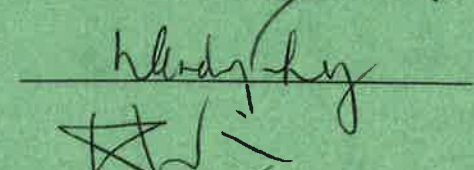
**Langara College**

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Zigie Komoru

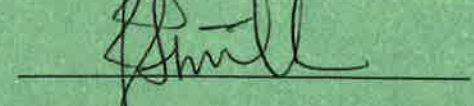
PETER HIRN

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