

**MEMORANDUM OF AGREEMENT
BETWEEN
LANGARA COLLEGE
(THE "COLLEGE")
AND
CUPE LOCAL 15 - VMECW
(THE "UNION")**

The parties agree to recommend to their principals these proposed terms of settlement as a renewal of the Collective Agreement to be in effect from April 1, 2010 to March 31, 2012. It is understood and agreed that upon the completed signing of this Memorandum of Agreement, the parties shall schedule the necessary meetings to ensure that their respective principals vote on the recommendations.

The terms of this agreement will be:

- The current Collective Agreement will be amended by all items listed in this Memorandum including the attachments where applicable – see attachments: Appendix A: Mediator's Framework, and Appendix B: Greensheets;
- All other provisions of the Collective Agreement are to be renewed without change except where modified by housekeeping changes;
- The final numbering sequence of the new Collective Agreement will be confirmed by the parties before printing;
- All Letters of Understanding that have been tentatively agreed to will be appended to and extended for the term of the Collective Agreement;
- All proposals not contained in this Memorandum are considered withdrawn without prejudice to either party;
- The effective date for all changes to the Collective Agreement will be the date of ratification of this Memorandum, unless specified otherwise;
- The Memorandum of Agreement shall also be subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Dated: June 29, 2011

Signed on behalf of Langara College:

Signed on behalf of CUPE Local 15 – VMECW:



Appendix A: Mediator's Framework

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Mediator's Framework

This framework is presented as a package to finalize all outstanding issues between the parties. This document is presented as a framework for settlement and is without prejudice to either party in the event agreement is not reached.

Part I: Framework for Mediation

1. **Term of Agreement April 1, 2010 to March 31, 2012.**

2. **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 purposes only. The notes will be shared with Administrators and employees.

3. **Letter of Understanding on 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 Article (TBC).
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 Article (TBC).

Stand-by Scheduling

3. Employees will be scheduled to be on stand-by for a period up to ^{FT KE} 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 10 working days in advance. The standby scheduling will 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 schedule work will be entitled to eight (8) clear hours of rest prior to commencing work on their normally schedule 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 schedule work will be entitled to eight (8) clear hours of rest prior to commencing work on their normally scheduled day of work

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4. UNION PROPOSAL 5

APPENDIX (Number To Be Determined)

Letter of Understanding: 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 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)

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

C. IMPLEMENTATION

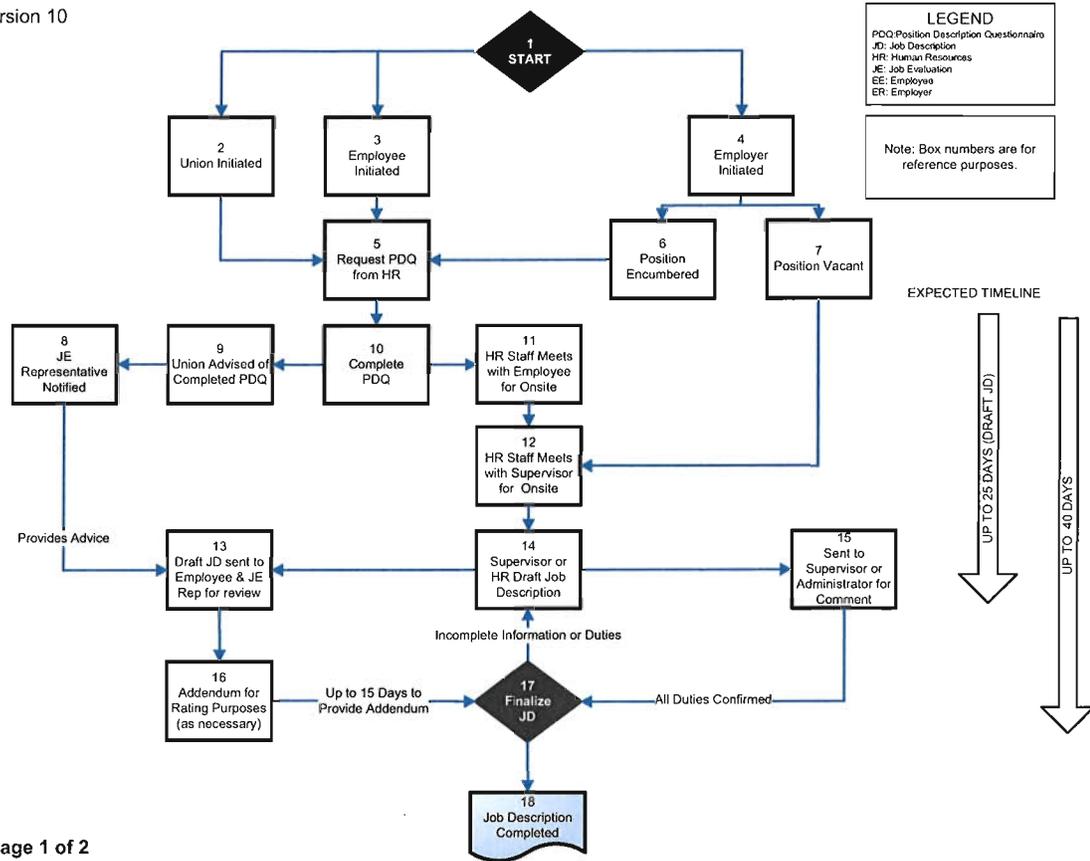
- 4. Outstanding Files (pre July 1, 2010)
 - a. To expedite the resolution of outstanding files under Article X (Job Evaluation), the parties shall migrate outstanding files through the new process. The parties undertake to make their best effort to process the outstanding files within six months of 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 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.**

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Trial Job Evaluation Process Chart

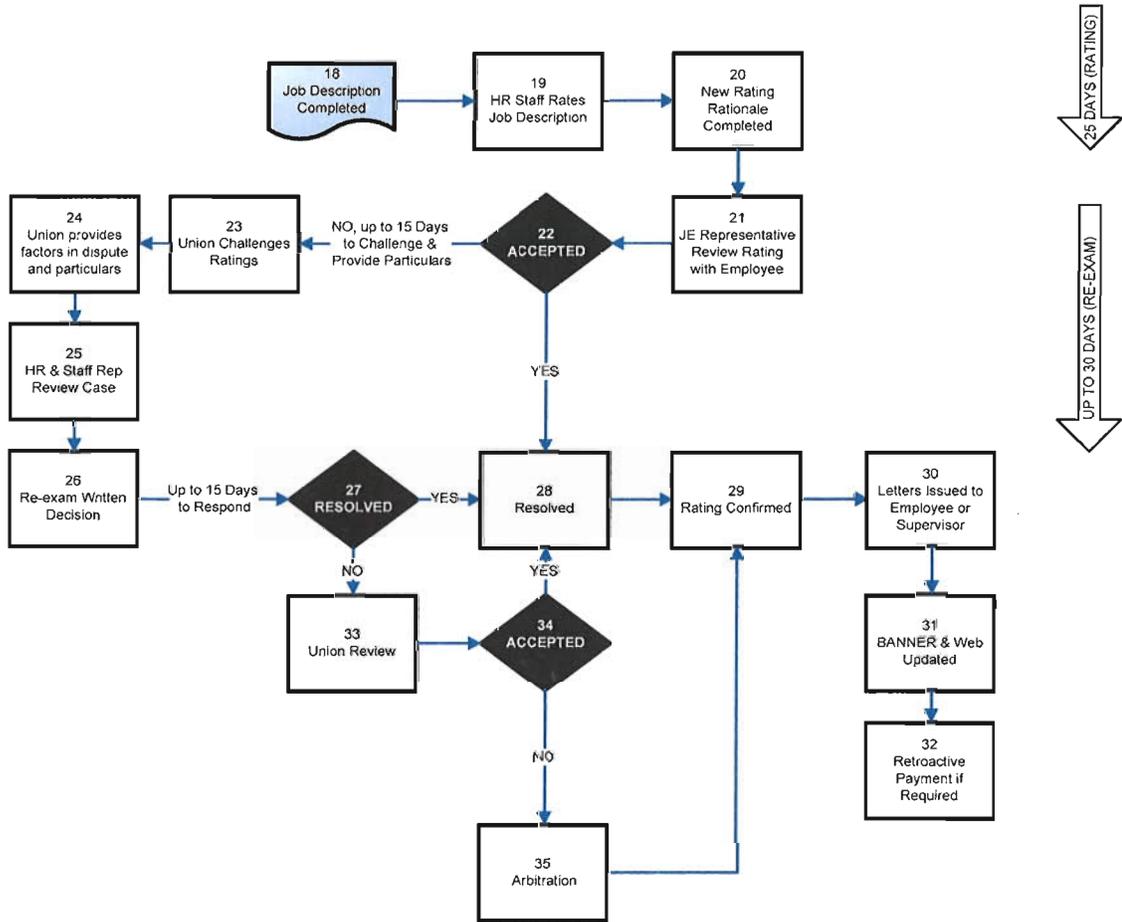
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Page 1 of 2

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Page 2 of 2

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AMEND COLLECTIVE AGREEMENT LANGUAGE AS FOLLOWS:
(new changes are bolded and underlined)

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 duration of the term of this collective agreement, the job evaluation review process **shall be governed by the Letter of Understanding** referenced in Appendix (To Be Confirmed) 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 (25) 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. The 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.

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- 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.
 - 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.

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5. Union Proposal 10

[AMEND – Article XIII D, 3, language as follows]

1. Acting in Senior Capacity

Acting capacity, as above, is intended to cover periods of up to thirty (30) consecutive working days. **The Acting assignment may be extended with the consent of the Union.** Should such a replacement be a longer period, the position shall be posted in accordance with Article IV, 1, b, Notification of Vacancies.

6. HOUSEKEEPING – UNION PROPOSALS AGREED

37 a. Correction to Article XIV. L. - As previously agreed on August 31, 2010 XIV.

T. 3. Correction to reference on Article XIV L. The Article will be corrected to read as follows:

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.

37 b. Index will be updated to include any additions from negotiations.

37 c. All schedules and appendices to the Collective Agreement will be renewed with the exception of the Letters of Agreement dated March 27, 2006 pertaining to Labour Market Adjustments and Fiscal Dividend (the College Proposal dated December 16th indicates agreement).

37 d. Part-time Employees and General Holidays - As proposed by the Employer on January 28, 2011.

**Amend Article XIV, C 2 by inserting a new Item 3 as follows:
XIV EMPLOYEE BENEFITS**

1. 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).
 - 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.
2. Salaried temporary employees qualify for the above general holidays which fall within their appointed period.

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3. Timesheeted temporary employees will be paid 6.0% of basic earnings in lieu of the holidays described in Article XIV C. and D.
 4. 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.
- 37 e. Grievance Table - Include Grievance table that went missing.
- 37 h. 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.
- 37.i. Update Schedule "A"
- 37 j. Appendix XV - The parties agree to insert a cross reference to Article XI H. 1 and XVII.
- 37 k. Appendix XXIII - CUPE Schedule of Wage Rates (Student Aide)
- As agreed on October 18, 2010:
- The parties agree to add a note stating that "Peer Tutors are subject to the same wages and applicable articles as Student Aides".
- In addition the Letter of Understanding regarding Peer Tutors as agreed on September 30, 2010.
- 37 l. Union Proposal - New with Permission and agreed to on October 18, 2010: The parties agree to change any reference to the "Business Manager" to "Staff Representative".

7. College Proposals AGREED:

3. Notification of Vacancies - As previously agreed on September 20, 2010

AMEND - Notification of Vacancies - Article IV, 5.

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.
6. First Aid Attendants - The Union would agree to change the reference from "Industrial" to "Occupational".
8. Delete LOUs: Peer Tutor LOU, the Labour Market Adjustment and Fiscal Dividend.
9. Retirement for Pension Purposes – The minimum and maximum age for pension purposes shall be in accordance with the Municipal Pension Plan rules.
10. Arbitration - Agreed to as signed off on October 18, 2010.

Replace Article IX. Step 4
Single Arbitrator
The parties agree to replace Arbitrators, Tony Hickling and Don Monroe with John B. Hall and Bob Pেকেles.
11. Employee Benefits - Union would agree to a reference to website.

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12. Bereavement

Article XV D (1 &2) - Bereavement

Amend reference to emergency leave and reference to XV d(1a) which does not exist.

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.a~~, 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.

16. Schedule of Wages - Schedule "B" - Union agrees to updating schedule.

17. Health Benefits - Article XIV H. - Union can agree to a statement within the agreement for employees to consult the benefit booklets for details of coverage. CUPE 15

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8. **Integration of IETS Grid into Schedule B (Union 34).**

Letter of Understanding

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.

9. **Promotion and Transfer**

[ADD – to follow Article IV, 4, and renumber accordingly]

IV Notification of Vacancies

The College in determining the superior candidate in a selection process may utilize various selection tools including applicant testing. Candidate testing will be consistent with the job description.

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June 28, 2011

Letter of Understanding

Between: Langara College
And: CUPE 15 VMECW
Re: 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 29 JUNE 2011.

Signed on behalf of Langara College:

Signed on behalf of the CUPE Local 15:

Appendix B: Greensheets

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Union Proposal

August 31, 2010

LANGARA COLLEGE & CUPE LOCAL 15 - VMECW

COLLECTIVE BARGAINING - 2010

Union Proposal #37. a.

XIV. T. 3. Correction to reference on Article XIV L. The Article will be corrected to read as follows:

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.

CUPE Local 15 - VMECW

Langara College



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Union Counter Proposal

September 20, 2010

LANGARA COLLEGE & CUPE LOCAL 15 – VMECW

COLLECTIVE BARGAINING - 2010

College Proposal #3

AMEND

Notification of Vacancies – Article IV, 5.

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.

CUPE Local 15 – VMECW

Langara College



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Union Proposal

September 20, 2010

LANGARA COLLEGE & CUPE LOCAL 15 – VMECW

COLLECTIVE BARGAINING - 2010

Union Proposal #4

AMEND

Retirement Age – Article III 9.

Re-title to "Retirement for Pension Purposes"

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

CUPE Local 15 – VMECW

Langara College



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Union Proposal
October 18, 2010

LANGARA COLLEGE & CUPE LOCAL 15 – VMECW

COLLECTIVE BARGAINING - 2010

College Proposal #10 - Arbitration

The parties agree to replace Arbitrators Tony Hickling and Don Monroe with John B. Hall and Bob Pekeles.

CUPE Local 15 – VMECW

Langara College

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Union Proposal

October 18, 2010

LANGARA COLLEGE & CUPE LOCAL 15 – VMECW

COLLECTIVE BARGAINING - 2010

Union Proposal #16

Joint Benefits Committee

The Union withdraws this proposal.

CUPE Local 15 – VMECW



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Union Proposal

October 18, 2010

LANGARA COLLEGE & CUPE LOCAL 15 – VMECW

COLLECTIVE BARGAINING - 2010

Union Proposal #37 k.

CUPE Schedule of Wage Rates (Student Aide)

The parties agree to add a note stating that "Peer Tutors are subject to the same wages and applicable articles as Student Aides".

CUPE Local 15 – VMECW

Langara College



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APPENDIX (To be determined)

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

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Union Proposal
October 18, 2010

LANGARA COLLEGE & CUPE LOCAL 15 – VMECW

COLLECTIVE BARGAINING - 2010

Union Proposal - New with Permission

The parties agree to change any reference to the "Business Manager" to "Staff Representative".

CUPE Local 15 – VMECW

Langara College

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GRIEVANCE PROCEDURE¹

TIME LIMIT IN WORKING DAYS						
Step	Method to initiate	Who's Involved	Initiate	Meeting to Happen	Response to Meeting	Comments
1 ²	Written or Verbal to immediate supervisor	<ul style="list-style-type: none"> - Grievor - Steward (Optional) - Immediate supervisor 	Within 15 days of becoming aware of the problem	Within 15 days of becoming aware of the problem	Written to employee and/or Steward within 5 days of meeting	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"> - Grievor - Steward (Optional) - Immediate supervisor - Administrator (or delegate) 	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"> - Grievor - Steward - Staff Representative (or delegate) - Director, Human Resources (or delegate) 	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: eg: dismissal, lengthy suspension, benefits, job selection or payroll at Step 3
4	Written to Director, Human Resources	<ul style="list-style-type: none"> - As above plus 1 Arbitrator or 3 person Arbitration Board 	Within 25 days of expiration of previous Step 3	When able to schedule	Written to Union and College 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 shall prevail.

Note 2: Optional can go directly to Step 2

As per item 37.e of the Mediator's Framework

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