

Collective Agreement

between

Langara Students' Union (LSU)

and

Canadian Union of Public Employees,  
Local 15 - VMECW (CUPE 15)

December 1, 2017

to

November 30, 2022

Table of Contents

1.0	PURPOSE.....	5
2.0	TERM .....	5
3.0	DEFINITIONS.....	6
4.0	UNION SECURITY .....	7
4.1	<u>Maintenance of Membership</u> .....	7
4.2	<u>Dues Checkoff</u> .....	7
4.3	<u>Discrimination</u> .....	7
4.4	<u>Union Label</u> .....	7
4.5	<u>Union Goods and Services</u> .....	8
4.6	<u>Contracting Out</u> .....	8
4.7	<u>Picket Lines</u> .....	8
4.8	<u>Bargaining Unit Work</u> .....	8
5.0	PROBATION.....	8
6.0	PAYMENT OF WAGES .....	9
6.1	<u>Wage Schedule</u> .....	9
6.2	<u>Pay Days</u> .....	10
6.3	<u>Mileage Allowance</u> .....	10
6.4	<u>Educational Allowance</u> .....	11
6.5	<u>Travel Expenses</u> .....	11
6.6	<u>General Expenses</u> .....	11
7.0	STAFF MEMBER BENEFITS .....	12
7.1	<u>Medical Services Plan</u> .....	12
7.2	<u>Extended Health Benefits</u> .....	12
7.3	<u>Dental Plan</u> .....	12
7.4	<u>Child Care Expenses</u> .....	12
7.5	<u>Parking</u> .....	13
7.6	<u>Bereavement Leave</u> .....	13
7.7	<u>Sick Leave</u> .....	13
7.8	<u>Workers Compensation</u> .....	14
7.9	<u>Fitness</u> .....	15
7.10	<u>Court Attendance and Jury Duty</u> .....	15
7.11	<u>Group Life Insurance</u> .....	15
7.12	<u>Long Term Disability Plan</u> .....	15
7.13	<u>Employee and Family Assistance Plan</u> .....	15
7.14	<u>Registered Retirement Savings Plan</u> .....	15
7.15	<u>Superannuation</u> .....	16
8.0	LEAVE OF ABSENCE .....	16
8.1	<u>Parental Leave</u> .....	16
8.2	<u>Supplementary Employment Insurance Benefits</u> .....	18
8.3	<u>Family Illness</u> .....	19
8.4	<u>Family Leave</u> .....	19
8.5	<u>General Leave of Absence</u> .....	19
8.6	<u>Public Office</u> .....	19

8.7	<u>Quarantine</u> .....	20
8.8	<u>Incarceration</u> .....	20
8.9	<u>Education and Personal Development Leave</u> .....	20
8.10	<u>Elections</u> .....	20
9.0	LEAVE FOR UNION BUSINESS .....	21
9.1	<u>Negotiations</u> .....	21
9.2	<u>Union Business</u> .....	21
9.3	<u>Absence from Duty of Union Officers</u> .....	21
10.0	NEGOTIATING COMMITTEE .....	22
10.1	<u>Structure</u> .....	22
10.2	<u>Function</u> .....	22
10.3	<u>Meetings of the Negotiating Committee</u> .....	22
10.4	<u>Information Exchange</u> .....	22
11.0	HOURS OF WORK AND OVERTIME .....	23
11.1	<u>Work Week</u> .....	23
11.2	<u>Meal Periods and Relief Breaks</u> .....	24
11.3	<u>Travel Time</u> .....	24
11.4	<u>Overtime</u> .....	24
12.0	VACATIONS .....	25
	PUBLIC HOLIDAYS .....	27
14.0	SENIORITY, LAYOFF AND RECALL.....	28
14.1	<u>Seniority</u> .....	28
14.2	<u>Layoff and Recall</u> .....	29
15.0	GRIEVANCE PROCEDURE.....	29
15.1	<u>Step One</u> .....	29
15.2	<u>Step Two</u> .....	29
15.3	<u>Arbitration</u> .....	30
16.0	DISCIPLINE AND DISCHARGE .....	30
16.1	<u>For Just Cause</u> .....	30
16.2	<u>Notice or Pay in Lieu of Notice</u> .....	31
16.3	<u>Reinstatement for Just Cause</u> .....	31
16.4	<u>Benefits and Resignation</u> .....	32
17.0	OCCUPATIONAL HEALTH AND SAFETY.....	32
18.0	STAFF MEMBER RIGHTS.....	32
19.0	CO-DETERMINATION.....	33
20.0	LABOUR MANAGEMENT COOPERATION .....	34
21.0	RIGHTS OF THE EXECUTIVE.....	34
22.0	HIRING.....	35
23.0	SEXUAL HARASSMENT.....	35
24.0	PERSONAL DUTIES.....	36
25.0	PROFESSIONAL DEVELOPMENT.....	36
26.0	DISTRIBUTION OF AGREEMENT .....	36
27.0	ATTENDANCE AT FEDERATION MEETINGS .....	36
28.0	MISCELLANEOUS ITEMS .....	37

SCHEDULE A - EXECUTIVE DIRECTOR.....	39
LETTER OF UNDERSTANDING - Sick Leave - Clause 7.7.....	40
LETTER OF UNDERSTANDING - Superannuation and RRSP Provisions .....	41
LETTER OF UNDERSTANDING - Confidentiality of Personnel Matters .....	42
LETTER OF UNDERSTANDING .....	43
COMPRESSED WORKD WEEK SCHEDULE (Nine Day Fortnight System).....	43

## **Collective Agreement**

**between**

**The Langara Students' Union  
(LSU)**

**and**

**Canadian Union of Public Employees (CUPE) Local 15 -  
Vancouver Municipal, Education and Community Workers (VMECW)  
(the Union)**

---

LSU is an employer as defined in the Labour Relations Code of British Columbia and the Union is the bargaining authority for the staff members of LSU. This collective agreement constitutes the wages and working conditions for the staff members represented by the Union.

### **1.0 PURPOSE**

The purpose of the agreement is to maintain a harmonious relationship between the parties, to determine the extent and nature of demographic control by those working in the LSU Office, to define clearly the hours of work, rates of pay, conditions of work, to provide for an amicable method of resolving differences which may arise and to promote the mutual interests of the staff members.

### **2.0 TERM**

**2.0.1 *The term of the agreement will be effective December 1, 2017 through to November 30, 2022.***

- **1.5% wage adjustment 2017**
- **1.5% wage adjustment 2018**
- **1.5% wage adjustment 2019**
- **1.5% wage adjustment 2020**
- **1.5% wage adjustment 2021**

**2.0.2** During any period when collective bargaining is being conducted between the parties to amend this agreement, the present agreement will continue in full force and effect until:

- (a) the Union commences a lawful strike; or

(b) LSU commences a lawful lockout; or the parties enter in to a new or amended agreement.

2.0.3 Subsection 2 of Section 50 of the Labour Relations Code of British Columbia will not apply to this agreement.

2.0.4 The Parties to the Agreement are the Table Officers of the LSU and the Staff of LSU with the Staff Representative (or delegate) of CUPE Local 15.

### 3.0 DEFINITIONS

3.0.1 Regular staff means a staff member, other than a student sessional employee or a temporary staff, who has completed the probationary period.

3.0.2 Probationary staff means a staff member who has not completed the probationary period.

3.0.3 Temporary staff means staff members hired to fill a temporary vacancy in the regular or student sessional staff for an indefinite period which shall not exceed 12 months, or, where the temporary staff member is hired to temporarily replace a regular staff member on leave, the length of the regular staff member's leave. Temporary staff may also be hired for specific periods with the mutual agreement of the parties to this agreement.

3.0.4 Student sessional staff means a staff member hired for a specific college term. These employees fill a recurring position approximately coinciding with each college semester. The duties they perform will only be by mutual agreement of the parties and will outline the term of the agreement.

3.0.5 Sessional staff must be members of LSU. Employment priority will be given to registered students.

3.0.6 Sessional staff and temporary staff are entitled to all the rights accorded to regular staff, except for benefits. Sessional staff and temporary staff will be paid 16.5% of their base hourly wage for:

- Clause 7.1 Medical Services Plan
- Clause 7.2 Extended Health Benefits
- Clause 7.3 Dental Plan
- Clause 7.9 Group Life Insurance
- Clause 7.10 Long Term Disability Plan
- Clause 8.1.1 (c) Paid Paternity Leave
- Clause 8.4 Family Leave

RRSP contributions will be applicable to part-time employees who average 17.5 hours per week. For greater certainty, student sessional staff are not entitled to any other fringe benefits except for those stipulated in this provision.

3.0.7 Members of LSU means all individuals who have registered in at least one course at Langara College for the current college semester, and who have paid membership fees to LSU.

#### 4.0 UNION SECURITY

##### 4.1 Maintenance of Membership

4.1.1 All present staff members covered by the agreement who are now members of the Union will remain members of the Union.

4.1.2 All persons employed on or after the signing of this agreement will become members of the Union as a condition of employment.

##### 4.2 Dues Checkoff

4.2.1 All staff members covered by the Union's Certificate of Bargaining Authority will pay a monthly fee to the Union equal to the Union's monthly dues.

4.2.2 LSU will deduct initiation fees, levies or other assessments duly authorized by the Union.

4.2.3 These payments will be made by payroll deduction.

4.2.4 Deductions are effective the day of hiring.

##### 4.3 Discrimination

There will be no discrimination, interference, restriction or coercion exercised or practised in respect of a staff member in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, natural origin, political or religious affiliation, sex, sexual orientation, marital status, family status, place of residence, physical disability, union membership or union activity.

##### 4.4 Union Label

The designation CUPE Local 15 - VMECW will appear on all work typed by a member of the Union. This designation will be placed below the signatory initials on

typewritten correspondence.

4.5 Union Goods and Services

4.5.1 Where possible, all goods and services used by LSU in carrying out its business will be from unionized Canadian suppliers.

4.5.2 No staff member will be required to handle or otherwise use any goods or services declared hot by the Union, the BC Federation of Labour, the Canadian Labour Congress or any other recognized labour body.

4.6 Contracting Out

LSU will not contract out any work capable of being performed by bargaining unit members.

4.7 Picket Lines

No staff member will be required to cross any picket line. Where possible, alternate work assignments will be made.

4.8 Bargaining Unit Work

4.8.1 The Executive Director and designate of the Executive will determine the distribution of work and work assignments in consultation with the staff.

4.8.2 Union members in the bargaining unit will do bargaining unit work. No work shall be performed by persons outside of the bargaining unit without mutual agreement of the parties.

4.8.3 Volunteers may continue to be used for their traditional purposes, provided that there will be no loss of employment, hours of work or wages due to the use of volunteers.

5.0 PROBATION

5.0.1 The probation period will be up to 90 calendar days for all full time staff and up to 20 working days for all student sessional staff and up to 450 hours for all temporary employees.

Temporary employees will be eligible for 16.5% in lieu of benefits described in Article 3.0.6. On completion of the probation period and becoming a regular staff member, the rate for the regular position will not include the 16.5% in lieu of benefits and the employee will be eligible for all the benefits described in Article 7.0.

- 5.0.2 Probationary staff will be reviewed before the end of the probationary period by the LSU Executive and/or designate of the Executive, who will determine whether the staff member has successfully completed the probationary period.
- 5.0.3 At the end of the staff member's probationary period, the LSU Executive and/or designate of the Executive may:
- (a) extend the probationary period, in writing, for an additional 30 days, followed at the conclusion of 30 days by a decision under (b) or (c) below;
  - (b) terminate the probationary staff member; or
  - (c) transition the probationary staff member to a regular staff position.
- 5.0.4 Staff members who successfully complete the probationary period will be notified that they have been reclassified as regular staff.
- 5.0.5 Disputes arising out of this clause are subject to the provisions of Clause 15.0, Grievance Procedure. The standard for termination of a probationary employee shall be suitability for regular employment.
- 5.0.6 Probationary staff will be entitled to all rights, conditions and benefits specified in this agreement.
- 6.0 PAYMENT OF WAGES
- 6.1 Wage Schedule
- 6.1.1 Regular staff members hired prior to ratification of this agreement will receive \$35.36 per hour, or the amount determined by the Executive Committee in accordance with paragraph 6.1.5.
- 6.1.2 All new staff, except for sessional staff, hired after ratification of this agreement will receive \$22.00 per hour, or such higher amount as determined by the Executive Committee in accordance with the requirements of the job position. In establishing wages for new positions, the Hiring Committee and the Executive Committee will consider the wages of comparable positions of other British Columbia student unions.
- 6.1.3 Sessional staff will receive \$16.00 per hour, or \$2.00 (two dollars) higher than the British Columbia minimum wage, whichever is higher. Sessional staff are not eligible for COLA.
- 6.1.4 The Executive Director will receive \$45 per hour, or such higher amount as determined by the Executive Committee in accordance with the requirements of the job position. In

establishing the wage for the Executive Director, the Hiring Committee and the Executive Committee will consider the wages of Executive Directors of other British Columbia student unions.

- 6.1.5 The Hiring Committee shall meet within four (4) months of ratification of this agreement to discuss existing job descriptions, new job descriptions, and wages of current staff. A Union representative will be invited to participate in discussions. The Hiring Committee will present its recommendations to the Executive Committee for approval. For certainty, the purpose of the recommendations is to provide the Executive Committee with staff member views regarding the foregoing topics to improve the decision-making of the Executive Committee with respect to same. The Executive Committee will not bargain with staff individually or as a group with respect to job descriptions or wages.
- 6.1.6 Staff members that currently occupy any position covered by this collective agreement shall suffer no reduction in their rate of pay and shall receive all general pay increases to which they are entitled.
- 6.1.7 Wages for all staff, except for sessional staff, shall be adjusted annually on December 1<sup>st</sup> as follows:
- 1.5% wage adjustment 2017
  - 1.5% wage adjustment 2018
  - 1.5% wage adjustment 2019
  - 1.5% wage adjustment 2020
  - 1.5% wage adjustment 2021

## 6.2 Pay Days

- 6.2.1 LSU will pay all salaries biweekly in accordance with Clause 6.1.
- 6.2.2 At least once each month, each staff member will receive an itemized statement of earnings showing all monies received and all deductions made. Salaries will normally be deposited directly in to the staff member's bank or credit union account.
- 6.2.3 LSU will not make any deductions from a staff members pay cheque unless authorized by statute, court order, this agreement or the staff member.

## 6.3 Mileage Allowance

- 6.3.1 Staff requested to use their personal vehicle for LSU business will be reimbursed for their usage at the rate of 68 cents (\$.68) per kilometre or the rate for the Executive members of the LSU, whichever is higher.

- 6.3.2 If staff members elect not to use their personal vehicle then LSU will supply transportation appropriate to the occasion.
- 6.3.3 Where required by ICBC, LSU will reimburse staff for the cost of any additional insurance coverage necessary as a result of staff using personal vehicles for LSU business.
- 6.3.4 In the event an accident occurs during the performance of LSU business involving a staff member's vehicle, which is judged to be the fault of the employee, LSU will pay 50% of ICBC deemed expenses, including, but not limited to, any deductible payable or increase to insurance premiums that are as a result of the accident. Where someone, other than the employee is driving the vehicle (in the absence of the employee) or where the employee is deemed not to be at fault, the Employer will pay 100% of any of the cost including any increases on the employee's insurance.
- 6.4 Educational Allowance
- 6.4.1 LSU will pay the full cost of any course of instruction that the LSU has required a staff member to take in order to perform their duties.
- 6.4.2 Should the course of instruction be requested by a staff member and approved by LSU then payment will be upon successful completion of the course.
- 6.5 Travel Expenses
- 6.5.1 Staff members required to travel outside of Metro Vancouver on LSU business will receive an expense allowance of \$28.00 per day without receipts.
- 6.5.2 LSU will arrange or supply accommodation satisfactory to the staff members.
- 6.5.3 Satisfactory accommodation must be agreed upon prior to the commencement of the trip.
- 6.6 General Expenses
- 6.6.1 Upon presentation of receipts, LSU will reimburse staff members for all legitimate expenses incurred while performing the business of LSU.
- 6.6.2 Expenses over \$300.00 will require prior approval with the exception of normal supplies for the office and special events for LSU. This provision applies only to staff members approved by the Executive Committee to purchase supplies on behalf of the LSU.

6.6.3 An amount not to exceed \$10.00 per month will be reimbursed for parking without receipts.

## 7.0 STAFF MEMBER BENEFITS

### 7.1 Medical Services Plan

LSU will pay the full cost of premiums of the Medical Services Plan of BC for all regular staff members, spouses, common law spouses, same sex common law spouses, and eligible dependents.

### 7.2 Extended Health Benefits

7.2.1 Staff members will be covered for Extended Health Care benefits through an insurance carrier (including vision care option). Eyeglass coverage will be provided to a maximum of \$800 once every two years without deductible. Eye exam reimbursement is \$100.00.

Critical Illness Insurance will be provided to eligible employees in the amount of \$10,000 per employee and Short Term Disability Insurance at 66.667% of wage loss for seventeen (17) weeks.

7.2.2 LSU will pay the full cost of premiums for all regular staff members, spouses, common law spouses, same sex common law spouses and eligible dependants.

### 7.3 Dental Plan

LSU will pay the full cost of premiums for a group dental plan for all regular staff members, spouses, common law spouses, same sex common law spouses, and all other eligible dependants.

Coverage is as follows:

Plan "A" 100%

Plan "B" \$4000.00 life time maximum

Plan "C" \$3000.00

plus as described in the Benefit Booklet

### 7.4 Child Care Expenses

7.4.1 LSU will reimburse, upon presentation of a voucher signed by the staff member, the amount of additional cost up to \$5.00 per hour for a staff member who incurs a cost for substitute child care when required to work outside the regular hours of work.

7.4.2 Upon presentation of a voucher signed by the staff member, LSU will contribute a portion of a regular staff member's regular day time child care expenses.

7.4.3 The portion payable by LSU will be based upon Provincial daycare subsidy rates. Staff will be reimbursed 25% of the maximum amount payable per child under the program.

7.5 Parking

LSU will provide one parking space for each regular staff member

7.6 Bereavement Leave

7.6.1 A staff member will be granted one (1) week of their regularly scheduled shift without loss of wages in the case of death of a parent, spouse, common law spouse, same sex common law spouse, sibling, child, mother-in-law, father-in-law, grandparent, or any second degree relative (including, but not limited to, uncles, aunts, nephews, nieces, grandparents, grandchildren, half-siblings) who has been residing in the same household as the staff member.

7.6.2 A staff member will be granted one (1) regularly scheduled working day without loss of wages in the case of death of any second degree relative. Staff will be granted an additional day without pay should it be requested.

7.6.3 Should the requirement for bereavement leave occur during a staff member's annual vacation, the staff member will be deemed to be on bereavement leave instead of on annual vacation.

7.6.4 Staff will be granted additional days of leave without pay at the discretion of the LSU Executive Committee. This leave shall not be unreasonably withheld.

7.7 Sick Leave

7.7.1 All regular staff employed prior to July 1, 2008 will be credited in advance with ten (10) days sick leave, and then accrue twenty (20) days for each year worked until the anniversary of the commencement of employment. New employees hired after July 1, 2008 or after the date of ratification will be entitled to sick days to a maximum of ten (10) days per year, not cumulative.

The employer will keep track of sick days earned and used. Partial days used will be calculated on a percentage basis.

7.7.2 Sick leave may be accrued from year to year to maximum of two hundred (200) days. Applicable to current staff on date of ratification.

- 7.7.3 Sick days may only be used for absence from work due to illness or injury. Staff members employed on or before ratification will continue to be entitled to use their accumulated sick leave credit to purchase service under the Superannuation Plan or Registered Retirement Savings Plan. This provision is applicable to Resource Staff on payroll prior to July 1, 2008.
- 7.7.4 Any staff member who has utilized all credited sick leave and is unable to return to work will be allowed leave of absence without pay for all further days of absence due to sickness or disability.
- 7.7.5 Absence due to a compensable injury under the Workers' Compensation Act will not be deducted from sick leave.
- 7.7.6 Where a staff member later receives payment as a result of third party liability, the staff member will reimburse LSU, to the extent of payment received, for all sick leave taken with pay, and the sick leave will be restored to the staff member's credit.
- 7.7.7 Sick leave for student sessional staff will be prorated based on the number of hours worked in the previous month.
- 7.7.8 A staff member who will be absent due to illness will, where possible, advise the Executive Director or designate of the Executive at the earliest opportunity.
- 7.7.9 After six (6) days of absence, after the third absence in a calendar year or, where the Employer has reasonable grounds to believe that an absence is not due to illness or accident, staff may be required to provide a medical certificate from the employee's treating physician at no cost to the staff member.
- 7.7.10 Staff and immediate family may use sick days (maximum of four (4) days per annum) for preventative medical or dental care.
- 7.8 Workers' Compensation
- 7.8.1 Where a staff member is absent due to a disease, illness or personal injury for which benefits are payable under the Workers' Compensation Act, no deduction will be made from sick leave credits.
- 7.8.2 LSU will pay the staff member's full salary for any lost time.
- 7.8.3 In return, the staff member will pay all monies received as compensation for lost wages to LSU.

7.9 Fitness

Upon receiving 72 hours written notice of a staff member's intent to enroll in an athletic or recreational club, facility or program, LSU will equally share the cost of membership in the program up to a maximum of \$50 per month, per full time staff member to be paid out at the end of the calendar year upon the presentation of invoices from the club, facility, or program. Part-time staff will be entitled to this benefit.

7.10 Court Attendance and Jury Duty

7.10.1 Time off with pay will be granted to any staff member who serves as a juror or witness in any court.

7.10.2 Proof of service will be provided if requested.

7.11 Group Life Insurance

7.11.1 LSU will pay the total premiums for life insurance coverage.

7.11.2 Coverage will be one and one half (1½) times annual salary.

7.12 Long Term Disability Plan

The LSU will establish and pay for a Long Term Disability Plan agreeable to both LSU and the Union.

7.13 Employee and Family Assistance Plan

The LSU will establish and pay for an Employee and Family Assistance Plan agreeable to both LSU and the Union.

7.14 Registered Retirement Savings Plan

7.14.1 Effective January 1, 2018, the LSU will contribute 10% of each regular staff member's annual payroll, excluding overtime, to a Registered Retirement Savings Plan on January 31<sup>st</sup> of each year. In addition, LSU will match employee contributions to an RRSP to a maximum of 5% of the employee's salary per year, excluding overtime. LSU is not required to contribute to an RRSP fund for employees on leave of absence without pay. This provision is applicable only to staff members employed prior to ratification of this agreement. (Transition: the LSU will contribute 13% to staff employed prior to ratification of this agreement for the 2017 calendar year).

7.14.2 Article 7.14.2 applies in respect of regular staff members hired after ratification of the

this agreement only. Based on years of service, LSU will contribute a percentage of the annual regular staff payroll, excluding overtime, to a Registered Retirement Savings Plan on January 31<sup>st</sup> of each year, to the amount of:

<b>Year of Service</b>	<b>Percentage of Gross Earnings</b>
1 <sup>st</sup> partial year	2%
2 <sup>nd</sup> year	3%
3 <sup>rd</sup> to 5 <sup>th</sup> year	5%
6 <sup>th</sup> to 8 <sup>th</sup> year	7%
9 <sup>th</sup> year	8%
10 <sup>th</sup> year	10%

In addition, LSU will match employee contributions to an RRSP to a maximum of 5% of the employee's salary per month, excluding overtime. LSU is not required to contribute to an RRSP fund for employees on leave of absence without pay. This provision is applicable only to staff members hired after ratification of this agreement.

7.14.3 All regular staff members may participate in the Vancouver Employees Savings Plan, in which case, LSU will match employee contribution to a maximum of 2% of the employee's salary per month, excluding overtime.

7.15 Superannuation

The staff members will be enrolled in the Municipal Superannuation as soon as possible. The Employer will pass the appropriate motion.

8.0 LEAVE OF ABSENCE

8.1 Parental Leave

8.1.1 Staff members will be given five (5) weeks leave with pay if:

- they give birth to a child; or
- they adopt a child; or
- their spouse gives birth to a child.

8.1.2 Staff members will be given maternity or parental leave in accordance with the British Columbia *Employment Standards Act*, inclusive of the five (5) weeks' leave with pay provided for in Clause 8.1.1.

8.1.3 A staff member requesting parental leave will do so in writing and will provide a doctor's certificate stating the estimated date of birth or a certificate stating the date of

the adoption.

- 8.1.4 In the case of pregnancy, a staff member will provide the certificate at least three (3) months prior to the estimated date of birth.
- 8.1.5 In normal circumstances, a pregnant staff member will start parental leave two (2) months before the expected date of birth.
- 8.1.6 A staff member who wishes to work during the last two (2) months of pregnancy will be permitted to if her doctor notifies LSU in writing that she can perform her duties and that her health will not be affected. In this case, she will work for the period of time specified by the doctor. LSU will pay any costs required to obtain this information.
- 8.1.7 Where a staff member gives birth or her pregnancy is terminated before a request for parental leave is made and the staff member requests a leave and provides a certificate from her doctor stating that she has given birth or her pregnancy was terminated on a specified date, LSU will grant her parental leave as provided for in Clause 8.1.1.
- 8.1.8 Parental leave for a staff member who gives birth will not end until at least six (6) weeks following the date of birth unless she requests a shorter period. If a staff member desires a shorter period, she must notify LSU in writing at least one (1) week before she is able to resume work.
- 8.1.9 Where a staff member on parental leave who has given birth is, for reasons related to the birth or the termination of a pregnancy, as certified by her doctor, unable to return to work at the end of the leave, LSU will grant further leave without pay for a period specified by the doctor but not for a period exceeding six (6) consecutive weeks.
- 8.1.10 The services of staff members on parental leave will be considered continuous for the purpose of any pension, medical or other plan beneficial to them. LSU will continue to pay its share of all insured benefits. Vacation, sick leave and seniority will accrue for the duration of the leave.
- 8.1.11 Staff members who return from parental leave will return to their previous positions with all increments to wages and benefits to which they would have been entitled had they not been on leave.
- 8.1.12 If LSU has suspended or discontinued operations during the parental leave and has not resumed operations on the expiry of the leave, LSU will, on resumption of operations and subject to the layoff provisions of this agreement, comply with Clause 8.1.11.
- 8.1.13 LSU will not terminate a staff member or change a condition of employment because of parental leave or pregnancy unless the staff member has been absent for a period exceeding the period of the leave.

- 8.1.14 The burden of proving that the termination of a staff member or a change in a condition of employment is not because of a parental leave or pregnancy is on LSU.
- 8.1.15 A staff member on parental leave due to pregnancy will be entitled to paid sick leave benefits for any illness provided she has sufficient sick leave credits and provides a medical certificate from her doctor, but is not eligible for supplementary unemployment benefits as provided in Clause 8.2.
- 8.1.16 Upon request, a staff member shall be granted additional parental leave for up to one (1) year if the staff member has to remain at home with a dependent child.
- 8.1.17 If additional parental leave is requested, the other provisions of this Clause 8.1 will not apply and it will be the responsibility of the staff member to prepay the premium costs of all insured benefits.
- 8.2 Supplementary Employment Insurance Benefits
- 8.2.1 LSU will provide a Supplementary Employment Insurance Benefit (SEIB) Plan for staff members employed for a minimum of two years. Any period of absence due to disability during a staff member's first two years of employment will not affect that staff member's ability to participate in the SEIB Plan commencing on the date that is two years from the staff member's first day of employment.
- 8.2.2 The SEIB Plan is to supplement the Employment Insurance Benefits received by staff members for temporary unemployment caused by parental leave.
- 8.2.3 LSU will provide staff members who are eligible to receive Employment Insurance Benefits with the difference between their Employment Insurance Benefits and 95% of their gross weekly earnings for:
- Twelve months (12) of the leave at full top up, or the same amount prorated over 18 months, if the staff member is receiving Employment Insurance Maternity Benefits;
  - Twelve months (12) of the leave at full top up, or the same amount prorated over 18 months, if the staff members are receiving Employment Insurance Parental Benefits, depending on the duration of the benefits;
  - Twelve months (12) of the leave at full top up, or the same amount prorated over 18 months, if the staff members are receiving Employment Insurance Adoption Benefits, depending on the duration of the benefits.
- 8.2.4 Staff members must prove that they have applied for and are in receipt of Employment Insurance Benefits in order to receive SEIB payments.

8.2.5 SEIB is payable for the one week Employment Insurance waiting period, with the second week payable at the end of the Employment Insurance claim period. For greater certainty, the second week will be payable at the 53<sup>rd</sup> week or the 73<sup>rd</sup> week, depending on the length of the leave.

### 8.3 Family Illness

Staff members may use accumulated sick leave credits to care for ill family members or attending to family medical or dental appointments. Employees will be entitled to days off to attend to family illness and appointments without any deduction from Sick Leave as follows:

- Staff employed 1 year or less - 3 days
- Staff employed between 1 and 3 years - 4 days
- Staff employed more than 6 years - 5 days

Additional time required will be deducted from the sick leave bank.

### 8.4 Family Leave

A regular staff member will be entitled to leave of absence with pay as follows:

- marriage (self) - 5 days
- divorce (self) - 2 days
- marriage (child, sibling, parent) - 3 days
- moving (self) - 1 day per calendar year

### 8.5 General Leave of Absence

8.5.1 A regular staff member will be entitled to a leave of absence, not exceeding four (4) months, without pay, each three (3) years, exclusive of any other leave to which the staff member may have requested or be entitled to under this agreement.

8.5.2 It will be the responsibility of the staff member to prepay the cost of any benefit premiums prior to the commencement of the leave or to prepay on a monthly basis during the leave.

### 8.6 Public Office

8.6.1 Necessary leave of absence without pay will be granted to any staff member who:

- runs for public office; or
- is elected to public office.

8.6.2 It will be the responsibility of the staff member to prepay the cost of benefit premiums prior to the commencement of the leave under Clause 8.6.1(b).

8.7 Quarantine

8.7.1 Leave of absence with pay will be granted to any staff member who is absent due to compulsory quarantine when the quarantine is certified by a medical practitioner.

8.7.2 This absence will not be chargeable against sick leave.

8.8 Incarceration

8.8.1 A leave of absence without pay will be granted to a staff member who is accused of an offence and is required to appear in court.

8.8.2 A leave of absence without pay will be granted to a staff member who is incarcerated while awaiting a court appearance.

8.8.3 Clause 8.8 will not prevent disciplinary action against staff members who are convicted of a criminal offence against LSU or a member of LSU, or where the offence would seriously impact on their employment with LSU.

8.8.4 It will be the responsibility of the staff member to prepay the cost of benefit premiums prior to the commencement of the leave.

8.9 Education and Personal Development Leave

8.9.1 Education and Personal Development Leave of up to two (2) years without pay will not be unreasonably withheld if requested by a staff member, and may be extended at the discretion of the Executive Committee. Staff will be required to submit details of the Educational Program or Personal Development Program in advance to the LSU Executive Committee for approval prior to qualifying for this leave.

8.9.2 The position occupied by the staff member may be filled by temporary staff for the duration of the leave.

8.9.3 It will be the responsibility of the staff member to prepay the cost of benefit premiums prior to the commencement of the leave or to prepay on a monthly basis during the leave.

8.10 Elections

Staff members will be allowed four (4) consecutive hours off before the closing of polls

in any federal, provincial or municipal election or referendum without loss of pay.

8.11 Domestic Violence

8.11.1 LSU recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance at work.

8.11.2 In this agreement, "domestic violence" means:

(a) an act of abuse between an individual and a current or former partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control, or,

(b) a threat or attempt to do an act described in paragraph (a).

8.11.3 Workers experiencing domestic violence will be able to access up to 12 days paid leave, utilizing their sick bank, for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in conjunction with existing leave entitlements and may be taken as consecutive or single days, or in four hour blocks, upon approval. Employees that have exhausted their sick leave can utilize their vacation or be provided leave without pay.

8.11.4 The employee and LSU will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

9.0 LEAVE FOR UNION BUSINESS

9.1 Negotiations

The necessary time off with pay will be granted to up to two (2) staff members for the purpose of conducting collective bargaining with LSU or attending any other joint meeting with LSU or for the purpose of attending to the adjustment of a grievance.

9.2 Union Business

Time off without pay will be granted upon the request of the Union, to a staff member required to attend to union business during normal working hours.

9.3 Absence from Duty of Union Officers

- 9.3.1 Any staff member who is elected to a full time position or appointed to a temporary position, with the Union or any labour body to which it is affiliated, will be granted a leave of absence for the purpose of performing the duties.
- 9.3.2 The staff member will not lose seniority in the service of LSU and will continue to accumulate seniority while performing the duties.
- 9.3.3 Upon retirement from duties a former LSU staff officer who is rehired will be entitled to return to the position previously held or an equivalent position.
- 9.3.4 LSU will continue to pay all costs and will be reimbursed for all costs by the Union.

## 10.0 NEGOTIATING COMMITTEE

### 10.1 Structure

The Union Negotiating Committee will consist of two (2) representatives from staff, the Business Manager of the Union or designate, and one Union Executive liaison person, and up to an equal number of members appointed by LSU.

### 10.2 Function

All matters of mutual concern pertaining to the performance of work, operations problems, rates of pay, hours of work, collective bargaining, and other working conditions will be referred to the Negotiating Committee for discussion and proposed settlement.

### 10.3 Meetings of the Negotiating Committee

In the event that either party wishes to call a meeting of the Negotiating Committee, the meeting will be held at a time and place fixed by mutual consent.

### 10.4 Information Exchange

- 10.4.1 LSU will make available to the staff members, and where requested to the Negotiating Committee, information required by the staff members such as job descriptions, wage rates, pension and welfare plans and other information, reports, records, directives, or documents required for collective bargaining purposes.
- 10.4.2 The staff members will make available to LSU, on request, any information, reports, records, directives, or documents that may be required for collective bargaining purposes.

11.0 HOURS OF WORK AND OVERTIME

11.1 Work Week

- 11.1.0 For the purposes of clause 11.0 "week" shall mean seven (7) calendar days starting at 00:00:00 Monday morning and concluding at 23:59:59 Sunday night. All staff members shall have at least two (2) consecutive days off each week unless otherwise mutually agreed to by the Executive Committee and the staff member.
- 11.1.1 The hours of operation and required staffing levels will be determined by the LSU Executive Director and designate of the Executive in consultation with the staff.
- 11.1.2 Where the staff do not agree the Executive Director and designate of the Executive will meet with the Union to try to reach settlement.
- 11.1.3 If the required hours of operation and required staffing levels are agreed, the Executive Director, designate of the Executive and the staff members will collectively determine their hours of work based on the agreed upon standards. Where consensus cannot be reached, seniority and capability to perform the required work shall be the primary consideration.
- 11.1.4 Overtime shall be payable in accordance with Clause 11.4 when: no public holiday occurs during a week and a staff member works more than five (5) days or more than forty (40) hours that week; one public holiday occurs during a week and a staff member works more than four (4) days or more than thirty-two (32) hours that week; or two public holidays occur during a week and a staff member works more than three (3) days or more than twenty-four (24) hours that week.
- 11.1.5 All staff members except student sessional staff are considered regular staff members, regardless of their hours of work.
- 11.1.6 Student sessional staff are considered part time staff members.
- 11.1.7 Between the hours of 9:30 a.m. and 2:00 p.m., Monday and Friday, all reasonable attempts will be made to maintain appropriate staffing levels.
- 11.1.8 Appropriate staffing levels are considered to be two people in the office during regular semesters at Langara, excluding the exam period and the break between semesters.
- 11.1.9 Access to the LSU building will be closed to general members during semester breaks and Spring Break in accordance with the College calendar. Regular administrative duties will continue during these closures.

11.2 Meal Periods and Relief Breaks

11.2.1 Staff members will not be required to work more than five (5) hours consecutively without a 1/2 hour paid meal period.

11.2.2 Normally there will be one staff member available during lunch periods to allow for the normal operation to continue. If there is an unavoidable circumstance that prevents this, the Executive Director and designate of the Executive will be advised.

11.2.3 Staff members are entitled to a paid twenty (20) minute relief break within each four (4) hours worked.

11.3 Travel Time

11.3.1 Where travel other than to the office is required, all hours spent travelling will be considered as hours worked.

11.3.2 Travel time that results in a staff member working more than forty (40) hours in a week will be recompensed on an hour for hour basis as time off.

11.4 Overtime

11.4.1 Overtime is defined as:

- (a) hours in excess of eight (8) hours in a day, if a staff member works eight (8) or less hours a day;
- (b) hours in excess of the greater of eight (8) hours in a day or the hours a staff member has agreed to work according to Clause 11.1.4, in excess of forty (40) hours in a week;
- (c) any hours in excess of forty (40) hours in a week; or
- (d) hours in a week, or days in a week, exceeding those allowed for in Clause 11.1.6.

11.4.2 The first two (2) hours of overtime in a day will be recompensed at one and one half (1 1/2) times the regular hourly rate of pay.

11.4.3 Overtime beyond two (2) hours in a day, days in a week exceeding those allowed for in Clause 11.1.6, hours worked on a staff member's scheduled day off or hours worked by student sessional staff on a public holiday will be recompensed at double the regular hourly rate of pay.

11.4.4 A staff member called back to work after completing a regular shift will be compensated at double the regular hourly rate of pay for all hours worked and in addition will be compensated one (1) hour at double the regular hourly rate of pay for travel to and from home. In all instances, a minimum of three (3) hours pay at double

the regular hourly rate of pay will be paid.

- 11.4.5 When staff are required to work overtime, they will receive a meal break of one half (1/2) hour at double their regular rate of pay upon completion of two (2) hours of overtime. Additional meal breaks will be given upon completion of each additional four (4) hours of overtime worked.
- 11.4.6 Meal breaks of one half (1/2) hour at double the regular hourly rate on the sixth and seventh day or on a scheduled day off will be given on the completion of each four (4) hours of overtime worked.
- 11.4.7 A meal allowance of \$15.00 will be given for each meal break earned.
- 11.4.8 Staff members will have the option of receiving compensating time off or cash for each period of overtime worked, and will indicate which option they prefer.
- 11.4.9 Where staff members attend seminars, workshops, or similar events, at the request of LSU, they will receive time off equivalent to the time spent at the seminar or workshop.
- 11.4.10 Compensating time off must be taken by August 31<sup>st</sup> of the following fiscal year.
- 11.4.11 Time off will be taken at a time mutually agreeable to LSU and the staff member. Should no agreement be reached, the matter should proceed as a grievance.
- 11.4.12 If staff members are not permitted to take compensating time off, they will be paid for all compensating time off from the preceding fiscal year by August 31<sup>st</sup> of the following year.
- 11.4.13 Except in the case of emergencies, any overtime will be authorized by the Executive Director and designate of the Executive. All overtime will be reported within two weeks of it being worked.
- 11.4.14 In an emergency, staff members may work overtime without prior authorization. The staff member will, on the next working day, advise the Executive Director and designate of the Executive of the overtime worked and the reason for working it.
- 11.4.15 Clause 11.4 will not affect the traditional flexibility that staff have in altering their own hours for their benefit where no overtime is involved.

## 12.0 VACATIONS

- 12.0.1 Staff members hired after the date of the ratification of this agreement will be entitled to annual vacation as follows:

- (a) In the first year of employment, a regular staff member will receive three (3) weeks' paid vacation.
- (b) After the third year of employment a regular staff member will receive four (4) weeks of vacation annually.
- (c) After the fifth year of employment a regular staff member will receive five (5) weeks of vacation annually.
- (d) After the eleventh year of employment a regular staff member will receive six (6) weeks of vacation annually.
- (e) After the sixteenth year of employment regular staff members will receive seven (7) weeks of vacation annually.
- (f) After the thirty-first and subsequent years regular staff members will receive eight (8) weeks of vacation annually.

12.0.2 Staff members hired prior to the date of the ratification of this agreement will be entitled to annual vacation as follows:

- (a) In the first year of employment, a regular staff member will receive three (3) weeks paid vacation.
- (b) In the third year of employment a regular staff member will receive four (4) weeks of vacation annually.
- (c) In the fourth to ninth year of employment a regular staff member will receive five (5) weeks of vacation annually.
- (d) In the tenth to thirteenth year of employment a regular staff member will receive six (6) weeks of vacation annually.
- (e) In the fourteenth and subsequent years of employment regular staff members will receive seven (7) weeks of vacation annually.
- (f) After the thirty-first and subsequent years regular staff members will receive eight (8) weeks of vacation annually.

12.0.6 Student sessional staff will receive four (4) % in lieu of vacation.

12.0.7 Vacation entitlement will be taken in the year in which it is earned and will not be accruable from year to year.

- 12.0.8 A regular staff member resigning or being terminated prior to completing twelve (12) months of employment will receive six (6) % of gross earnings in lieu of vacation.
- 12.0.9 A regular staff member resigning or being terminated after completion of twelve (12) months of employment, who has not taken the total annual vacation owing, will receive eight (8) % if entitled to four (4) weeks vacation, or ten (10) % if entitled to five (5) weeks vacation, or twelve (12) % if entitled to six (6) weeks vacation, or fourteen (14) %, if entitled to seven (7) weeks vacation, of gross earnings respectively for any vacation owing.
- 12.0.10 Unless there is mutual agreement to the contrary, a staff member is entitled to an unbroken vacation period.
- 12.0.11 Where it can be established that illness or accident occurred during vacation, sick leave will be substituted for any vacation days lost due to the illness or accident.
- 12.0.12 All vacation time must be approved by the Executive Director or designate. All vacations will be reasonably approved provided:
- (a) Two (2) weeks' notice is given for a vacation longer than two (2) weeks.
  - (b) Three (3) days notice is given for vacations shorter than two (2) weeks.
  - (c) Permission for exceptional circumstances is given by the Executive Director or designate.
  - (d) No two staff will be allowed to book vacation time concurrently without prior approval by the Executive Director or designate.

### 13.0 PUBLIC HOLIDAYS

- 13.0.1 Regular staff will be entitled to a holiday with pay on any statutory holiday as proclaimed by Federal or Provincial Legislation.

Regular staff will be entitled to a holiday with pay on each of the following public holidays:

- Family Day
- International Women's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- BC Day

- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day, and
- New Year's Day

- 13.0.2 Each regular staff member will receive their regular rate of pay for regular work days between December 20<sup>th</sup> and December 24<sup>th</sup>; between December 27<sup>th</sup> and December 31<sup>st</sup>; and between January 2<sup>nd</sup> and the day preceding the first day that classes are in session.
- 13.0.3 When a statutory holiday proclaimed by Federal or Provincial legislation falls on a day which is a non-working day for any regular staff member, either the working day before or the working day after will be substituted for the holiday.
- 13.0.4 Any staff member required to work on any statutory holiday as proclaimed by Federal or Provincial legislation, or on any day referred to in Clause 13.0.2 will either receive double the regular daily rate of pay for the day worked, or will receive an additional day off.
- 13.0.5 By mutual agreement between the parties, another day off may be substituted for any holiday as proclaimed by Federal or Provincial legislation.
- 13.0.6 If student sessional staff are required to work on a public holiday, they will be paid in accordance with Clause 11.4.3.

#### 14.0 SENIORITY, LAYOFF AND RECALL

##### 14.1 Seniority

- 14.1.1 Seniority is defined as length of service in the bargaining unit for all staff and will include service with LSU prior to the certification or recognition of the Union.
- 14.1.2 Seniority will be given prime consideration in determining preference or priority for hiring, promotion, transfer, demotion, layoff, recall, vacation selection or any other working condition set out in this agreement.
- 14.1.3 Staff will not lose seniority due to absence from work due to sickness, disability, accident, layoff, labour dispute, or approved leave of absence.
- 14.1.4 Staff will only lose seniority in the event that the staff member:

- (a) is discharged for cause and is not reinstated
- (b) voluntarily resigns in writing and does not withdraw the resignation within five (5) working days
- (c) voluntarily leaves the bargaining unit
- (d) is laid off for more than two (2) years
- (e) is a student sessional staff who has completed the pre-specified term of employment.

14.2 Layoff and Recall

- 14.2.1 Staff members can only be laid off if there has been a reduction in the Langara Students' Union membership fees of more than twenty (20) % in the preceding year's term of class (i.e. Spring 2004 and Spring 2005).
- 14.2.2 Staff members will be laid off and recalled according to length of service, provided they are able to do the work.
- 14.2.3 Laid off staff members will keep LSU advised of their current contact information.
- 14.2.4 LSU will advise laid off staff in writing by letter or email (as the staff member has advised the LSU) of the opportunity of a recall.
- 14.2.5 The laid off staff member must respond to LSU within seven (7) days of receipt of their recall.

15.0 GRIEVANCE PROCEDURE

Any difference concerning the dismissal, discipline, or suspension of any staff member, or the interpretation, application or operation of this agreement, or any alleged violation of the agreement, and any question as to whether any matter is arbitrable will be dealt with without undue delay or stoppage of work in the following manner.

15.1 Step One

- 15.1.1 Any staff member having a grievance will first take the matter up in person with the Executive Director or designate of the Executive within fifteen (15) days of becoming aware of the facts which give rise to the grievance.
- 15.1.2 A staff may elect to have the Union Steward present at the meeting.

15.2 Step Two

- 15.2.1 If the grievance is not satisfactorily resolved within ten (10) days of the Step One meeting, the Union Staff Representative and/or Steward shall reduce the grievance to writing and present it at Step Two. A meeting will be held between the representatives of the LSU Executive and the Staff Representative and/or Steward within a further ten (10) days.
- 15.3 Arbitration
- 15.3.1 If no satisfactory resolution is forthcoming with ten (10) days of the Step Two meeting then either party may advance the matter to arbitration.
- 15.3.2 Arbitration proceedings will be instituted by service by either party upon the other of written notice to arbitrate.
- 15.3.3 The notice will be served within fifteen (15) days of receiving an answer at Step Two or within fifteen (15) days of the expiry of the time limits in Step Two.
- 15.3.4 A single arbitrator will be the normal form of Arbitration Board unless there is mutual agreement to set up a three (3) person board.
- 15.3.5 Should the parties fail to agree on an arbitrator within fifteen (15) days of receiving notice to arbitrate, either party may contact the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- 15.3.6 Each party will bear its own costs and one half (1/2) the costs of the Arbitration Board.
- 15.3.7 If a grievance is not advanced to arbitration within the time lines, it will be deemed abandoned for all purposes.
- 16.0 DISCIPLINE AND DISCHARGE
- 16.1 For Just Cause
- 16.1.1 LSU may discipline a staff member for just cause subject to the following procedure.
- 16.1.2 A staff member is entitled, prior to the imposition of any form of discipline or discharge, to be notified at a meeting with a representative of LSU of the reasons for considering the action.
- 16.1.3 The staff member will be accompanied by a Steward or other union representative.
- 16.1.4 Failure to comply with Clauses 16.1.2 and 16.1.3 will render the discipline or discharge

null and void.

- 16.1.5 A staff member must be notified in writing of the grounds for each and every form of disciplinary action or discharge.
- 16.1.6 In subsequent grievance procedures, including arbitration, LSU will be limited to the grounds stated in the written notice.
- 16.1.7 LSU may give a written warning.
- 16.1.8 If after a written warning has been given and the problem continues, LSU may then suspend the staff member for a period of up to three (3) consecutive working days (i.e. twenty-four (24) working hours).
- 16.1.9 The staff member may be discharged only after a written warning except where the offence itself is of such seriousness that the dismissal would be clearly justified even in the absence of a warning.
- 16.1.10 All forms of disciplinary action, including discharge, taken by LSU against staff will be subject to Clause 15.0, Grievance Procedure.
- 16.1.11 Once the grievance procedure has been initiated by the staff member affected, any further disciplinary action with respect to the incident(s) that gave rise to the disciplinary action will be stayed until the Grievance Procedure, clause 15.0, has been concluded. For greater certainty, this provision does not affect the ability of LSU to discipline the staff member for other conduct unrelated to the incident(s) giving rise to the disciplinary action subject to the grievance.
- 16.1.12 Any form of disciplinary action against the staff member will automatically be removed from the staff member's record after one (1) year and may not be used after that unless another warning letter is issued within the one (1) year period.
- 16.1.13 Grievances that have been resolved in favour of a staff member will not be included in that staff member's personnel record.

## 16.2 Notice or Pay in Lieu of Notice

Staff members, in case of discharge, will receive all monies owing and a record of employment within four (4) days of termination. In addition, the staff member will receive written notice of discharge with reasons for discharge.

## 16.3 Reinstatement for Just Cause

If, as a result of the grievance procedure, it is found that a staff member has been discharged without just cause, that staff member will be reinstated without loss of seniority, rank, or benefits, and will be compensated with interest, at current bank rates

for personal savings accounts, by LSU for all time lost retroactive to the date of discharge.

16.4 Benefits and Resignation

In case of discharge or resignation, the staff member will receive all vacation entitlements and salary due to the date of termination.

17.0 OCCUPATIONAL HEALTH AND SAFETY

17.1.1 The LSU agrees to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries, and the promotion of safe workplace practices. The LSU agree to adhere to the provisions of the *Workers Compensation Act* and related regulations. The LSU will ensure that the *Occupational Health and Safety Regulation* is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing.

17.1.2 The parties agree that any alleged violation of the *Workers Compensation Act* or *Occupational Health and Safety Regulation* that has not been resolved through LSU's internal processes will be dealt with exclusively by WorkSafeBC, and will not be subject to grievance arbitration. CUPE Local 15 will be provided with copies of all LSU internal process documents, policies and guidelines with regard to the *Workers Compensation Act* or *Occupational Health and Safety Regulation*. In the event of an investigation by WorkSafeBC, the Union has the right to participate in any such investigation as permitted by WorkSafeBC, including with respect to making any applicable submissions to WorkSafeBC. LSU will abide by all remedial directions of WorkSafeBC and will keep the Union informed as to what steps have been taken.

18.0 STAFF MEMBER RIGHTS

18.0.1 Any rules, regulations or requirements introduced to the workplace will be limited to matters pertaining to the work of each staff member.

18.0.2 Representatives or members of LSU will not harass, belittle or intimidate staff nor interfere in the performance of their work.

18.0.3 All queries of staff will be made through the Executive Director except where the queries concern the Executive Director or designate of the Executive. In that case, queries will be through the Chair of the Executive.

18.0.4 All staff will be treated equitably and there will be no infringement on the dignity or status of any staff member.

- 18.0.5 CUPE Local 15 will be provided with an opportunity to meet with elected LSU Executive members to discuss the Collective Agreement and the role of the Union within one month of any LSU election.
- 18.0.6 LSU Executive members will work with staff and will not meddle or unnecessarily hinder staff members in the day to day duties and responsibilities of staff members.
- 18.0.7 LETTER OF UNDERSTANDING
- 19.0 CO-DETERMINATION
- 19.0.1 LSU will exercise its right in a just and reasonable manner consistent with this agreement.
- 19.0.2 Staff members and their elected representatives will be provided with an opportunity to fully participate in the development of work rules and policies of LSU which affect the terms and conditions of their employment or the day to day performance of their assigned duties and responsibilities.
- 19.0.3 Existing terms and conditions of work, customs, rights, privileges and benefits that are not specifically mentioned in this agreement will be continued unless modified by mutual agreement of the Executive and staff.
- 19.0.4 The staff will elect at least one representative to attend all Executive Committee meetings and all annual, semi-annual and special general meetings of LSU with voice, but no vote with no loss of pay to the staff member concerned.
- 19.0.5 The elected staff member will be absent from those portions of LSU's Executive Committee meetings where the subject of discussion direction concerns the negotiations between LSU and CUPE Local 15, labour relations or grievance matters, or issues relating to the Executive Director or designate of the Executive.
- 19.0.6 No job descriptions nor amendments to job descriptions will be made without consultation with the staff.
- 19.0.7 Where existing job duties are altered or the volume of work increased, or where a staff member is otherwise unfairly or incorrectly classified, the appropriate classification, job description and other related matters will be negotiated between the Executive Director or designate and the staff. Failing agreement, the dispute may be referred to arbitration. The arbitrator will have the power to determine the appropriate classification, job description and other related matters at issue effective as of the date of the job being changed.

- 19.0.8 The Executive Director and designate of the Executive will consult with staff before establishing job descriptions for new positions.
- 20.0 LABOUR MANAGEMENT COOPERATION
- 20.0.1 At the request of either party, meetings will be held between representatives of LSU and the staff members to discuss any questions which may arise in connection with LSU business, as well as any suggestions which may be forthcoming to improve the various phases of the business of LSU.
- 20.0.2 LSU Executive and the staff members will be entitled to attend these meetings.
- 20.0.3 The committee will not have jurisdiction over grievances, wages or terms and conditions set out in this Agreement.
- 20.0.4 The committee will have the power to make recommendations to the staff members and LSU with respect to its deliberations and conclusions.
- 20.0.5 A committee will be formed to develop a Student Code of Conduct Policy and an LSU Staff Code of Conduct Policy. This committee will consist of one staff member, the Executive Director, and the designate of the Executive.
- 21.0 RIGHTS OF THE EXECUTIVE
- 21.0.1 Management of the Employer shall be represented by the designate of the Executive subject to the terms of this agreement and its right to designate individuals to act on its behalf.
- 21.0.2 The question of whether any of these rights is limited by this agreement will be decided through grievance and arbitration procedures.
- 21.0.3 The Executive will exercise its rights in a fair and reasonable manner.
- 21.0.4 These rights will not be used to direct the working force in a discriminatory manner nor will these rights be used in a manner which would deprive any present staff of employment except through just cause.
- 21.0.5 A committee will be formed to develop a Student Code of Conduct Policy and an LSU Staff Code of Conduct Policy. This committee will consist of one staff member, the LSU and the Union Staff representative or designate.

## 22.0 HIRING

- 22.0.1 The Hiring Committee for LSU bargaining unit members will consist of two (2) staff members, and two (2) LSU Executive members.
- 22.0.2 The Hiring Committee will review and evaluate the applicants and make recommendations to the LSU on the basis of criteria as stated in writing by LSU.
- 22.0.3 The hiring criteria for new positions will be developed by the LSU in consultation with staff members prior to hiring an individual into the position.
- 22.0.4 LSU should reflect the range of gender, racial, ethnic and cultural diversity of the community. This goal will form part of the criteria to be used in the hiring of new staff but will not affect the seniority rights of staff members.
- 22.0.5 No representative of either the staff or the Executive may continue to sit on a hiring committee when a family member has applied. In this case, another representative will be appointed.
- 22.0.6 For the purposes of Clause 22.0.5, family member will mean any person described in Clause 7.6.1, and those persons who share the same domicile or are involved in an intimate relationship.
- 22.0.7 Any persons who may have a conflict of interest are obliged to reveal the potential conflict to the committee for discussion and deliberation.
- 22.0.8 To be eligible to become staff members of LSU, Executive members of LSU must first resign their positions with LSU.
- 22.0.9 A staff member may not be or become an Executive member of LSU, but staff members may be members of LSU.
- 22.0.10 The Executive Committee is solely responsible for hiring the Executive Director. Staff will be provided with the ability to meet with candidates selected by the Executive Committee to ask questions, and provide a feedback report for consideration by the Executive Committee prior to a hiring decision.

## 23.0 SEXUAL HARASSMENT

- 23.0.1 In cases of alleged sexual harassment involving members of LSU or its Executive, the parties will meet to investigate the matter within five (5) working days of the matter being brought to the attention of either party.

23.0.2 Should the parties be unable to resolve the problem then the aggrieved person may institute a grievance pursuant to Clause 15.0 of this agreement.

#### 24.0 PERSONAL DUTIES

24.0.1 No staff member will be required to perform duties of a personal nature for any member of LSU or its Executive.

24.0.2 Refusal to perform these duties will not be considered a violation of this agreement, nor will it be grounds for disciplinary action.

#### 25.0 PROFESSIONAL DEVELOPMENT

25.0.1 The Executive Director or designate will grant a staff member up to ten (10) days per year of professional development, and upon approval of the Executive Director or designate, will pay up to one (1) economy round trip fare for a staff member attending a professional development course.

25.0.2 The Executive Director or designate must pre-approve such course, sabbatical, seminar, workshop or the like as being relevant to the staff member's job or career aspiration within LSU.

25.0.3 Professional development refers to courses, sabbaticals, seminars, workshops or the like which are relevant to the staff member's job or career aspirations within LSU.

#### 26.0 DISTRIBUTION OF AGREEMENT

26.0.1 LSU will produce and distribute copies of this agreement to each present and new staff member.

26.0.2 Additional copies for the exclusive use of the Union will be made available at no cost to LSU.

#### 27.0 ATTENDANCE AT FEDERATION MEETINGS

27.0.1 Staff members will elect from amongst themselves a delegate to all meetings of Amicus-C where LSU is participating or other meetings as approved by the Executive Committee.

27.0.2 Attendance at these meetings will be considered time worked for all purposes of this

agreement.

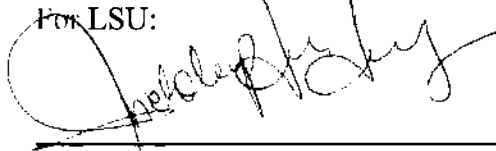
28.0 MISCELLANEOUS ITEMS

- 28.0.1 The parties will review job titles to ensure that the titles reflect the actual duties and responsibilities of the jobs described. Titles may be changed by mutual agreement of the Union and LSU.
- 28.0.2 The parties will also review and revise, where appropriate, the various references to "Staff Relations Officer", "LSU Designate", and similar wording.
- 28.0.3 LSU will create a joint committee to investigate the possibility of a tuition waiver for Langara College tuition for staff members.

Signed this      day of  
British Columbia.

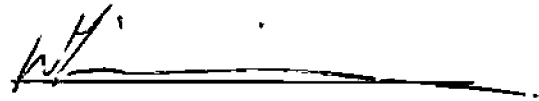
2018 at the City of Vancouver in the Province of

Bargaining Representatives  
For LSU:



Suknoop Rawry

Bargaining Representatives  
for the Union:



( Warren Williams )

## SCHEDULE A - EXECUTIVE DIRECTOR

1. It is agreed that the position of Executive Director will not perform duties that require the Executive Director to act in a confidential capacity in matters relating to labour relations or personnel.
2. The Executive Director will be a full-time staff position responsible for:
  - (a) Managing the day-to-day operation of the Students' Union Building
  - (b) Assisting with the day-to-day operation of the LSU office
  - (c) Supervising and assigning staff responsibilities
  - (d) Advising the Executive Committee with respect to staff issues aside from labour relations issues
  - (e) Scheduling vacations
  - (f) Maintaining records in relation to overtime, sick leave and other leaves under the collective agreement
  - (g) Working with staff and representatives of the Finance Committee in the development of the annual budget
  - (h) Monitoring expenses in relation to the budget as prescribed by the Finance Committee
  - (i) Liaising with the auditor
  - (j) Attending Executive Committee, Building Committee, Finance Committee and Student Issues and Action Committee and other committees as directed by the Executive Committee for the purpose of understanding objectives of committees in relation to work processes of staff
  - (k) Working with staff members and the Executive Committee to develop goals and objectives
  - (l) Providing assistance and administrative support to staff
  - (m) Purchasing
  - (n) Other non-management functions assigned by the Executive Committee from time to time

3. The Executive Director will meet with staff once per month to consult in good faith with staff with respect to the duties of the Executive Director as set out in this Collective Agreement.



LETTER OF UNDERSTANDING

Superannuation and RRSP Provisions

This is to follow the conversation clarifying the Superannuation Pension (Municipal) and RRSP provision in the new contract.

Participation is initially optional for workers. For those who chose not to participate the Employer will add the equivalent contribution amount to the individual's RRSP payment.

The sick leave accumulation may be used for a lump sum payment contribution for RRSP just like for the Superannuation buy back.

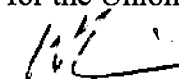
I trust this accurately reflects our agreement. This does not add any cost to the contract.

Signed this      day of                      2018 at the City of Vancouver in the Province of British Columbia.

Bargaining Representatives  
for LSU:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Bargaining Representatives  
for the Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

LETTER OF UNDERSTANDING

Confidentiality of Personnel Matters

Executive is committed to dealing with personnel matters in private sessions of Executive meetings and not during public sessions. It is understood that the elected staff member shall be absent only from those portions of the Executive Committee meeting where the subject of discussion directly concerns negotiations between the Employer and the staff.

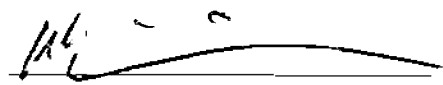
The parties agree that matters not pertaining to personnel matters may be discussed with media representatives. However, any discussions with media shall be discreet so as to avoid any unnecessary conflict or despair in respect to the ongoing day to day operations and the duties of the staff.

Signed this      day of                      2018 at the City of Vancouver in the Province of British Columbia.

Bargaining Representatives  
for LSU:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Bargaining Representatives  
for the Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

### Compressed Work Week Schedule (Nine Day Fortnight System)

#### 1. Basic Conditions

- a. Application of the compressed work week nine day fortnight system must not produce any additional cost, (i.e. overtime, additional staffing requirements or fringe benefit costs) or noticeable reduction in service from the level of service rendered at the effective date of this Letter of Understanding October 14, 2008.

- b. Access

Employees not on the Compressed Work Week who wish access to such work schedule should make application to the Executive Director (or Executive Designate). That individual will make the necessary analysis to ascertain whether the proposed change in schedule meets the conditions in 1 a) above and pass the request and analysis to the Executive Director (or Executive Designate) for approval.

In the event that problems of a serious nature cannot be resolved by the committee, the matter(s) will be referred to the Executive Director and the Staff Representative, CUPE Local 15 - VMECW for discussion.

In the event that those parties cannot resolve the problem(s) within a reasonable period, either the Union or the LSU may refer the matter to grievance procedure commencing at Step 2.

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

- c. Deferral of Compressed Work Week Days Off

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

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

## 2. Working Conditions

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

These bi-weekly periods may normally be scheduled at a time that takes into consideration the needs of the department and the desires of the individual.

The preferred periods, if another period has not been agreed to, are in the biweekly periods overlapping Christmas and Easter.

- d. Additional scheduled days off, one (1) every two weeks, will preferably be Monday or Friday or any other day taking into consideration the commitment of the LSU and the desires of the individual.
- e. Overtime rates will be paid as per Clause 11 for authorized work performed in excess of seven and three quarter ( $7 \frac{3}{4}$ ) hours per day, excluding the time worked when making up time owed by the employees.

## 3. Employee Benefits

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

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

4. Illness

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

5. Agreement to Conditions Not Mentioned

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

6. Term of Letter of Understanding

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

Signed this      day of                      , 2018 at the City of Vancouver in the Province of British Columbia.

For CUPE Local 15

For Langara Students' Union

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_