

Collective Agreement

Between

Langara Student Union (LSU)

And

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

December 1, 2003 to November 30, 2007

Table of Contents

Clause	Page
1.0 Purpose	1
2.0 Term	1
3.0 Definitions	2
4.0 Union Security	3
4.1 Maintenance of Membership	3
4.2 Dues Checkoff	3
4.3 Discrimination	3
4.4 Union Label	4
4.5 Union Goods and Services	4
4.6 Contracting Out	4
4.7 Picket Lines	4
4.8 Bargaining Unit Work	4
5.0 Probation	5
6.0 Payment of Wages	6
6.1 Wages	6
6.2 Pay Days	6
6.3 Vacation Pay	7
6.4 Mileage Allowance	7
6.5 Educational Allowance	8
6.6 Travel Expenses	8
6.7 General Expenses	8
7.0 Staff Member Benefits	9
7.1 Medical Services Plan	9
7.2 Extended Health Benefits	9
7.3 Dental Plan	9
7.4 Child Care Expenses	9
7.5 Parking	10
7.6 Bereavement Leave	10
7.7 Sick Leave	10
7.8 Workers' Compensation	11
7.9 Fitness	11
7.10 Court Attendance and Jury Duty	12
7.11 Group Life Insurance	12
7.12 Long Term Disability Plan	12

7.13	Employee and Family Assistance Plan	12
7.14	Registered Retirement Savings Plan	12
7.15	Superannuation	12
8.0	Leave of Absence	13
8.1	Parental Leave	13
8.2	Supplementary Employment Insurance Benefits	15
8.3	Family Illness	16
8.4	Family Leave	16
8.5	General Leave of Absence	16
8.6	Public Office	16
8.7	Quarantine	16
8.8	Incarceration	17
8.9	Education and Personal Development Leave	17
8.10	Elections	18
9.0	Leave for Union Business	18
9.1	Negotiations	18
9.2	Union Business	18
9.3	Absence from Duty of Union Officers	18
10.0	Negotiating Committee	19
10.1	Structure	19
10.2	Function	19
10.3	Meetings of the Negotiating Committee	19
10.4	Information Exchange	19
11.0	Hours of Work and Overtime	20
11.1	Work Week	20
11.2	Meal Periods and Relief Breaks	21
11.3	Travel Time	21
11.4	Overtime	21
12.0	Vacations	23
13.0	Public Holidays	24
14.0	Seniority, Layoff and Recall	25
14.1	Seniority	25
14.2	Layoff and Recall	26
15.0	Grievance Procedure	26
15.1	Step One	26

15.2	Step Two	27
15.3	Arbitration	27
16.0	Discipline and Discharge	27
16.1	For Just Cause	27
16.2	Notice or Pay in Lieu of Notice	29
16.3	Reinstatement for Just Cause	29
16.4	Benefits and Resignation	29
17.0	VDT Use and Protection	29
17.1	General Conditions	29
17.2	Standards	30
17.3	Other Conditions	31
18.0	Staff Member Rights	32
19.0	Co-Determination	32
20.0	Labour Management Cooperation	33
21.0	Rights of the Executive	34
22.0	Hiring	34
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 - Staff Liaison	39
	Letter of Understanding - Sick Leave	41
	Letter of Understanding - Superannuation & RRSP Provisions	42
	Letter of Understanding - Confidentiality of Personnel Matters	43

COLLECTIVE AGREEMENT

between

**The Langara Student 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 This agreement is for 4 years from December 1, 2003 to November 30, 2007, both dates inclusive.

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

(c) 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.

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. 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, to perform those duties outlined as Appendix "A" to this 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 and benefits accorded to regular staff, except for the following benefits for which sessional staff and temporary staff will be paid an additional 15% of their base hourly wage:

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

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 and all individuals who are not registered in the current college semester, but who have paid membership fees to LSU for the previous college semester.

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 to 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, 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 Staff Liaison or designate of the Executive and the staff will determine the distribution of work and work assignments.

4.8.2 Union members in the bargaining unit will do bargaining unit work. Where the Union agrees, persons outside the bargaining unit may perform work of the bargaining unit so long as there is no reduction in the hours of work for regular staff.

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.

5.0.2 Probationary staff will be reviewed before the end of the probationary period by the members of the Hiring Committee responsible for hiring the staff member.

5.0.3 By majority decision, the committee will determine whether the staff member has successfully completed the probationary period.

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 If the decision of the majority of the committee is negative or tied, the Executive of LSU will either:
- (a) Give 2 weeks written notice which will state the nature of the problem and the way in which it should be corrected; or
 - (b) Extend the probationary period, in writing, for an additional 30 days.
 - (c) If at the conclusion of (a) or (b) above the decision of the majority of the committee is still negative, then the probationary staff member will be released.
- 5.0.6 By mutual agreement between the parties, either LSU or the Union may designate a substitute for their respective committee members.
- 5.0.7 Probationary staff will receive a written copy of the conclusions of the Hiring Committee at the conclusion of the review referred to in clause 5.0.2. In addition, the committee will discuss and explain their conclusions with the staff member. If requested, the discussion will be in the presence of the Steward or union representative. The Executive Staff Liaison Officer will also have the right to attend this meeting.
- 5.0.8 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.
- 5.0.9 Probationary staff will be entitled to all rights, conditions and benefits specified in this agreement.

6.0 *Payment of Wages*

6.1 Wages

Effective December 1, 2003 the rate will be established at \$22.53 and will be retroactive to that date.

On July 1st of each year all wage rates in this agreement will be increased by an amount equal to the change in the Vancouver Consumer Price Index for the preceding 12 months.

On top of the CPI adjustment an additional 2% will be added effective December 1, 2004.

On top of the CPI adjustment an additional 2% will be added effective December 1, 2005.

On top of the CPI adjustment an additional 2% will be added effective December 1, 2006

Student sessional will be adjusted by 2% in each of the years in line with the changes indicated above.

Effective December 1, 2003 the rate of pay is:

Resource Staff \$22.53 per hour

Student Sessional \$11.19 per hour

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.

6.2.3 The parties agree to establish a joint committee to review options available for establishing a direct deposit system for payroll. This review will commence as soon as possible once this agreement is ratified. If the parties agree to a system, the direct deposit will commence on January 1, 2005.

It is understood that on implementation of a direct deposit system the current Clause 6.2.3 and 6.3 will become inoperative.

6.2.4 Where necessary, employees will be allowed the necessary time off to cash their pay cheques.

6.2.5 LSU will not make any deductions from a staff member's pay cheque unless authorized by statute, court order, this agreement or the staff member.

6.3 Vacation Pay

Staff members will receive, upon giving at least 3 days notice preceding commencement of their annual vacation, any cheque which may fall due during their vacation period.

6.4 Mileage Allowance

6.4.1 Staff requested to use their personal vehicle for LSU business will be reimbursed for their usage at the rate of 30 cents per kilometre.

6.4.2 If staff members elect not to use their personal vehicle then LSU will supply transportation appropriate to the occasion.

6.4.3 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.

6.4.4 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.

6.5 Educational Allowance

6.5.1 LSU will pay the full cost of any course of instruction that is required by the LSU to perform their duties.

6.5.2 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.

6.6 Travel Expenses

6.6.1 Staff members required to travel on LSU business will receive an expense allowance of \$28.00 per day without receipts.

6.6.2 LSU will arrange or supply accommodation satisfactory to the staff members.

6.6.3 Satisfactory accommodation must be agreed upon prior to the commencement of the trip.

6.7 General Expenses

6.7.1 Upon presentation of receipts, LSU will reimburse staff members for all legitimate expenses incurred while performing the business of LSU.

6.7.2 Expenses over \$100.00 will require prior approval with the exception of normal supplies for the office and special events for LSU.

6.7.3 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 by the Pacific Blue Cross Extended Health Care Plan (including vision care option). Eyeglass coverage will be provided to a maximum of \$250.00 once every two (2) years without deductible.

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" \$3000.00 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 (5) regularly scheduled consecutive working days 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 who has been residing in the same household as the staff member.

7.6.2 A staff member will be granted (2) regularly scheduled consecutive working days without loss of wages in the case of death of any second degree relative.

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

7.6.4 Staff will be granted an additional twenty-five (25) days leave without pay should it be requested.

7.7 Sick Leave

7.7.1 All regular staff 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.

7.7.2 Sick leave may be accrued from year to year to a maximum of (261) days.

7.7.3 There will be a pay out of sick leave upon termination of employment. Staff members will be entitled to use their accumulated sick leave credit to purchase service under the Superannuation Plan.

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 LSU designate or, in the designate's absence, an Executive members to be designated, or in their absence, another staff member.
- 7.7.9 On request, staff may be required to produce a doctor's note (at no cost to the employee) to show proof of medical absence in excess of six (6) days.
- 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 to a maximum of \$100.00 per full time staff member per year.

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

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

7.13 Employee and Family Assistance Plan

LSU will establish and pay for an Employee and Family Assistance Plan agreeable to the Union as soon as possible.

7.14 Registered Retirement Savings Plan

7.14.1 LSU will contribute 7.17% of the annual regular staff payroll, excluding overtime, to a Registered Retirement Savings Plan Pool on January 31st of each year. There will be a 3.5% reduction of the Employer's RRSP contribution coincident with staff members' enrollment date in the Superannuation Plan.

7.14.2 This pool will be distributed equally among all regular staff according to hours worked during the previous calendar year.

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:

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

- 8.1.2 In addition to the leave provided for in Clause 8.1.1, staff members will be given up to one (1) year leave without pay in any of the above circumstances.
- 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 will be granted additional parental leave for up to two (2) years if the staff member has to remain at home with a dependant 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 on parental leave.
- 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:

- C the full duration of the leave if the staff members are receiving Employment Insurance Maternity Benefits;
- C the full duration of the leave if the staff members are receiving Employment Insurance Parental Benefits, depending on the duration of the benefits;
- C the full duration of the leave 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 2 week Employment Insurance waiting period.

8.3 Family Illness

Staff members may use accumulated sick leave credits to care for ill family members.

8.4 Family Leave

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

- C marriage (self) - 5 days
- C divorce (self) - 2 days
- C marriage (child, sibling, parent) - 3 days
- C 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:

- C runs for public office; or
- C 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 A leave of absence without pay will be granted to any regular staff member incarcerated who is convicted with an offence and incarcerated for a period not greater than two (2) years.

8.8.4 The period of the leave referred to in Clause 8.8.3 will not be counted for the purpose of accruing seniority credits or vacation entitlement and benefit continuation during this period will be at the staff member's expense.

8.8.5 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.

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

8.8.7 In the event that a staff member is accused on an offence or is incarcerated for actions taken at the request of LSU, or as a consequence of carrying out duties at the direction of LSU, the staff member will be entitled to leave with no loss in salary, seniority, or benefit entitlements for any court appearance or the period of incarceration.

8.9 Education and Personal Development Leave

8.9.1 Education and Personal Development Leave of up to three (3) years without pay will be granted upon the request of a staff member.

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.

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 the duties, the former union officer 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

- 11.1.1 The hours of operation and required staffing levels will be determined by the LSU Staff Liaison or designate in consultation with the staff.
- 11.1.2 Where the staff do not agree the Staff Liaison or designate will meet with the Union to try to reach agreement.
- 11.1.3 If there continues to be a disagreement the matter may be referred to Clause 15.0 commencing at Step 2.
- 11.1.4 If the required hours of operation and required staffing levels are agreed, the Staff Liaison and the staff members will collectively determine their hours of work based on the agreed upon standards.
- 11.1.5 Staff members are entitled to flexibility in scheduling provided the hours of operation and levels of staffing are maintained.
- 11.1.6 No staff members will work more than forty (40) hours a week without the overtime provisions of Clause 11.4 applying.
- 11.1.7 All staff members except student sessional staff are considered regular staff members, regardless of their hours of work.
- 11.1.8 Student sessional staff are considered part time staff members.
- 11.1.9 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.
- 11.1.10 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.

11.2 Meal Periods and Relief Breaks

- 11.2.1 Staff members will not be required to work more than five (5) hours consecutively without a ½ 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 are circumstances that prevent this the Staff Liaison 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; or
- (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; or
- (c) any hours in excess of forty (40) hours in a week.

11.4.2 The first two (2) hours of overtime in a day will be recompensed at one and one half (1½) times the regular hourly rate of pay.

11.4.3 Overtime beyond two (2) hours in a day, hours worked on the sixth or seventh day in the week, 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 (½) 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 ($\frac{1}{2}$) 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 \$7.50 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 31st 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 31st of the following year.
- 11.4.13 Except in the case of emergencies, any overtime will be authorized by the Staff Liaison. 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 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 In the first year of employment, a regular staff member will receive three (3) weeks paid vacation.
- 12.0.2 In the second through fourth years of employment, a regular staff member will receive four (4) weeks of vacation annually.
- 12.0.3 In the fifth through ninth years of employment, a regular staff member will receive five (5) weeks of vacation annually.

- 12.0.4 In the tenth and subsequent years of employment, a regular staff member will receive six (6) weeks of vacation annually.
- 12.0.5 Student sessional staff will receive four (4) % in lieu of vacation.
- 12.0.6 Vacation entitlement will be taken in the year in which it is earned and will not be accruable from year to year.
- 12.0.7 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.
- 12.0.8 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, of gross earnings respectively for any vacation owing.
- 12.0.9 Unless there is mutual agreement to the contrary, a staff member is entitled to an unbroken vacation period.
- 12.0.10 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.
- 12.0.11 All vacation time must be approved by the Staff Liaison 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 Staff Liaison or designate.
 - (d) No two staff will be allowed to book vacation time concurrently without prior approval by the Staff Liaison or designate.

13.0 Public Holidays

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

- C International Women's Day
- C Good Friday
- C Easter Monday
- C Victoria Day
- C Canada Day
- C BC Day
- C Labour Day
- C Thanksgiving Day
- C Remembrance Day
- C Christmas Day
- C Boxing Day, and
- C New Year's Day

13.0.2 Each regular staff member will receive the following holidays with pay during the Christmas/New Year period: December 22nd to New Year's Day, inclusive.

13.0.3 When one of the holidays listed in Clause 13.0.1 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 public holiday listed in Clause 13.0.1 or during the Christmas break referred to in Clause 13.0.2 will receive double the regular daily rate of pay for the day worked and in addition will receive an additional day off.

13.0.5 By mutual agreement between the parties, another day off may be substituted for any holiday listed in Clause 13.0.1.

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 Student 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 addresses.
- 14.2.4 LSU will advise laid off staff members in writing 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 the letter.

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 staff liaison officer within fifteen (15) days of becoming aware of the facts which gave 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 (½) 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 will be stayed until the Grievance Procedure, clause 15.0, has been concluded.
- 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.

16.2 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 *VDT Use and Protection*

17.1 General Conditions

- 17.1.1 No staff member shall be required to operate a VDT for more than fifty (50) minutes in a 1 hour period and six (6) hours in a work day.
- 17.1.2 During the periods when staff are not operating a VDT, as provided for in the above, they will not be required to work within the proximity of an operating VDT.
- 17.1.3 Staff will be seated not less than five (5) feet away from the nearest operating VDT other than the one the staff member is operating.
- 17.1.4 No pregnant staff member will be required to operate a VDT during the course of her pregnancy and will not suffer a reduction in rate of pay, hours of work or seniority as a result of the application of this provision.
- 17.1.5 No staff member will be laid off or terminated as a result of the introduction and operation of microelectronic technology associated equipment or associated work methods or suffer a reduction in rates of pay, hours of work or seniority.
- 17.1.6 In order to monitor possible adverse effects on the eyes of staff operating VDTs, LSU will provide each staff member who will be or is required to work frequently and regularly with VDTs, for periods exceeding a month, with time off with pay to obtain a full ophthalmological examination by an ophthalmologist of the staff member's choice before work with VDTs commences, and every year after that.
- 17.1.7 LSU will assume any costs of these examinations where the costs are not covered

by insurance.

- 17.1.8 If the results of the ophthalmological examination indicate an adverse effect of working on VDTs the staff member will make available to LSU the results of the examination under this clause and give LSU permission to discuss the results with the ophthalmologist.
- 17.1.9 When adverse effects are indicated, LSU will be responsible for paying the deductible on the cost of any corrective lenses prescribed.
- 17.1.10 If the prescription of corrective lenses cannot remedy the adverse effects and where no other satisfactory remedy can be mutually agreed between the parties, the provisions of Clause 17.1.5 will apply.

17.2 Standards

The following, or other standards for VDT work stations that are mutually satisfactory to the Union and LSU, will be adhered to.

17.2.1 Environment

- C side of video terminal parallel to window
- C windows to be fitted with blinds or curtains as required to reduce glare and light levels
- C adjacent or immediately surrounding background to be a matte finish and neutral in colour
- C eliminate or reduce glare and reflection to a satisfactory level
- C ambient light levels to be between thirty (30) and seventy (70) foot candles (300-700 Lux) depending on level of use of terminal
- C noise readings from equipment to be under sixty-five (65) decibels and high frequency noise eliminated
- C noise from high use terminals should be under fifty-five (55) decibels if possible
- C the image quality of a video terminal should be protected from interference (eg. clean power source).

17.2.2 Workstation

- C keyboard surface height at 71-75 cm (28 to 29")
- C video monitor at desk height - minimum 79 cm (30 to 31")
- C provide adequate working surface and support for source documents at video monitor height.

17.2.3 Chair

- C air-lift/hydraulic height adjustability
- C backrest height and inclination adjustability
- C five-staff legs
- C woven covering
- C small shaped backrest to provide good lower back support
- C make available adjustable foot support/foot rest

17.2.4 Impact Printers

- C stand able to accommodate a printer with sound cover
- C sound cover fitted/provided.

17.3 **Other Conditions**

17.3.1 LSU will permit and pay for appropriate testing for ionizing and non-ionizing radiation at least once a year if the testing is available locally.

17.3.2 Equipment will be serviced at least once a year.

17.3.3 LSU and the Union will make available to each other any report or finding about VDT hazards that they may obtain. Where hazards and corrective measures have been identified by a reputable source, discussions between LSU and the Union will be initiated to determine necessary corrective action.

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 Staff Relations Officer.

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

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 entitled 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 directly concerns negotiations between LSU and the staff.
- 19.0.6 Where new or additional equipment is required that is directly related to the workplace functions and assigned duties of the staff, the Staff Liaison or designate and staff concerned must mutually agree before a final decision is made to purchase, lease, rent or otherwise acquire the equipment.
- 19.0.7 When renovations which will affect the working areas of staff are being planned, the Staff Liaison or designate and staff concerned must mutually agree before a final decision to authorize the renovations is made.
- 19.0.8 No job descriptions nor amendments to job descriptions will be made without the mutual agreement of the staff and the Executive.
- 19.0.9 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 Staff Liaison 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.
- 19.0.10 Job descriptions for new positions will be established by mutual agreement between the Staff Liaison or designate and the staff.
- 19.0.11 No new positions will be created which change the self-supervisory and cooperative nature of the job descriptions.

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 and the staff members will be entitled to attend these meetings.
- 20.0.3 This committee will not have jurisdiction over the wages, or any other matter of collective bargaining, including the administration of 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.

21.0 *Rights of the Executive*

- 21.0.1 Management of the employer shall be represented by the Staff Liaison or designate 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 The LSU and the Union will develop a code of conduct to ensure that a fair and appropriate image of the organization is reflected within the community it serves.

22.0 *Hiring*

- 22.0.1 The Hiring Committee for LSU staff members will consist of two (2) staff members, or designates, and two (2) members of the Executive Committee.
- 22.0.2 The Hiring Committee will review and evaluate the applicants and make recommendations to the Executive Committee on the basis of criteria as stated in writing by LSU.
- 22.0.3 The hiring criteria will be developed by the Executive Committee in consultation with the staff members prior to each search for additional staff.

- 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 Hiring Committee will also be responsible for the selection of the Staff Relations Officer from among those eligible members of the LSU Executive Committee.

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 Staff Liaison or designate will grant a staff member up to ten (10) days per year of professional development, and upon approval of the Staff Liaison 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 Staff Liaison 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 the Canadian Federation of Students where LSU is participating.
- 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.

This agreement signed on the 22nd day of February, 2005 at the City of Vancouver in the Province of British Columbia.

For the Union:

“Steve Baker”

“Paul Faoro”

“Donna Rainford-Cayenne”

“Sandra Biggerstaff”

For LSU:

“Lynne Scarborough”

“Ali Ahmadian”

Schedule A

Staff Liaison, Langara Student Union

The establishment of this position is understood to be for the purpose of establishing consistency of an employer representative in recognition of the short term of the current Staff Relations Officer. There is agreement that the person that is appointed to this position will not be required to be a student as the role of the position is to maintain continuity and provide a direct liaison between the staff and Executive. The person will not be a voting member of the Langara Student Union Executive.

With the establishment of the position, the Langara Student Union will provide the same level of staffing as is currently provided and no employee will be subject to a reduction of hours or layoff as a direct result of this position being established. The hours of work for this position will not exceed 20 hours per week and will vary as required to meet the needs of the operation.

The responsibility of this position will include working with staff in the context of the current co-determination nature of the collective agreement as specifically outlined in Clause 18.0 (Staff Member Rights), 19.0 (Co-Determination) and 20.0 (Labour Management Cooperation).

Specifically, the position will be responsible for the day-to-day administration of the collective agreement and the application of the provisions. This will include:

1. Approval of time sheets.
2. Acting as one of the signing authorities for the Langara Student Union.
3. Scheduling and approval of vacation.
4. Maintaining records in relation to overtime, sick leave and other leaves under the collective agreement.
5. Working with staff and representatives of the Finance Committee in the development of the annual budget.
6. Monitoring expenses in relation to the budget as prescribed by the Finance Committee.
7. Liaising with the auditor.

Schedule A - Staff Liaison, continued

8. Attending Executive Committee, Building Committee, Finance Committee and Student Issues and Action Committee and other committees for the purpose of liaison to understand objectives of committees in relation to work processes of staff.
9. Developing goals and objectives with each staff member for the purpose of development, which may include annual evaluation to assist in professional development for staff.

While this position may provide some assistance and administrative support to staff it is understood that it will not perform any of the primary job functions as outlined in the job descriptions of staff members or any other work under CUPE Local 15's jurisdiction.

Letter of Understanding

Sick Leave - Clause 7.7

With regard to the current collective agreement between the Langara Student Union and CUPE Local 15 - VMECW (December 1, 1999 to November 30, 2003), we would like to clarify our interpretation of Clause 7.7 Sick Leave.

“7.7.1 All regular staff will be credited in advance with eight (8) days sick leave, and then accrue one (1) day for each four (4) weeks worked until the anniversary of the commencement of employment.”

According to Clause 7.7 the employer will keep track of sick days earned and used. Partial days used will be calculated on a percentage basis.

When an employee is sick for a full day, I understand that the practice is that their sick bank will be deducted one day. For employees that work a ten hour day, they receive a ten hour sick day. For employees that work an eight hour day they receive an eight hour sick day. That practice is enshrined per 19.0.3 of the collective agreement.

Signed this day of October 1, 2001.

On behalf of the Union

“Ron Richings”

Letter of Understanding

Superannuation and RRSP Provisions

This is to follow our 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 on this day of June 5, 2000.

On behalf of the Union

"Gudrun Langolf"

Letter of Understanding

Confidentiality of Personnel Matters

The Langara Students' Union 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.

Dated at Vancouver, B.C. this 17th day of April, 1990.

On behalf of the Vancouver Municipal
and Regional Employees' Union

"Steve Baker"

"Tom Rowles"

"Phillip Link"

On behalf of the Langara
Students' Union

"L. Harvey"

"B. Mullhop"

"Tracey Wenberg"
