

COLLECTIVE AGREEMENT

between

LANGARA FACULTY ASSOCIATION



and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1004**



**Effective from October 1, 2019 to
September 30, 2022**

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Collective Agreement
between
Langara Faculty Association
(The "Employer")
and
Canadian Union of Public Employees, Local 1004
The "Union")

ARTICLE 1 - RECOGNITION

1.1 Bargaining Agency

The Employer recognizes the Union as the sole collective bargaining agent for all Employees of the Employer employed to perform duties traditionally assigned by the Langara Faculty Association to the Executive Assistant, **Administrative Assistant**, or duties consistent with such traditional assignments, except for such work which by mutual agreement between the parties be assigned to a Casual Employee pursuant to Article 8.1(c).

1.2 Definition of Employees

"Employees" does not include any person who is a member of the Langara Faculty Association.

ARTICLE 2 - DUES CHECK-OFF AND UNION SECURITY

2.1 Union Membership

All Employees shall, as a condition of employment, acquire and maintain Union membership, and all Employees shall pay monthly dues to CUPE 1004. Such payment will be made by payroll deduction in accordance with the provisions of Section 16 of the Labour Relations Code.

2.2 Union Dues

The Employer shall forward the collected dues by cheque to the Secretary-Treasurer of the Union within one (1) month of such deduction.

2.3 Bargaining Unit Work

No work regularly performed by the Executive Assistant or **Administrative Assistant** in the bargaining unit shall be contracted out or performed by anyone other than an Executive Assistant or **Administrative Assistant**. Persons not covered by this Agreement, shall not perform work that is normally performed by Employees covered by this Agreement except:

- (a) in the case of emergency
- (b) work that is performed by members or Employees of the **Federation of Post-Secondary Educators of BC**.
- (c) any work traditionally done by any member(s) of the Langara Faculty Association, or delegate, provided such work does not result in reduction of hours or layoff of the **Administrative Assistant and/or Executive Assistant**.

ARTICLE 3 - PICKET LINES

3.1 Picket Lines

Employees shall not be required to cross picket lines or to perform struck work.

ARTICLE 4 - UNION BUSINESS

4.1 Leave with Pay for Union Business

Union members shall be allowed reasonable time during working hours without loss of pay for the purposes of attending meetings with CUPE Local 1004 Representatives and/or processing grievances, and meeting with the Employer with respect to negotiation of a Collective Agreement, Administration of the Collective Agreement, and other collective bargaining matters.

4.2 Leave without Pay for Union Business

A Union member may request leave of absence without pay for purposes relating to Union activities. Such leave shall not be unreasonably withheld. Requests for such leave of absence shall be given precedence over any other applications for leave on the same day.

4.3 No Loss of Seniority

The Employer agrees that any officer of the Union who is on leave of absence for the purpose of performing their duties as an officer of the Union, or any affiliated body, shall not lose seniority in the service of the Employer and shall continue to accumulate seniority and vacation entitlement while performing such duties. Paid vacation taken for the year in which the leave of absence is taken, will be prorated by the ratio of days actually worked divided by the days the participant would have worked but for the leave of absence. Upon retirement from duties as an officer of the Union, such former Union officer shall be entitled to return to their former position.

4.4 Salary and Benefits While on Union Leave

With respect to any leave of absence granted without pay, the Employer shall maintain the Employee's salary and benefits for the period of the leave of absence, and shall invoice the Union for the cost of the salary and benefits on a month-by-month basis. The Union shall reimburse the Employer within thirty (30) days of receiving the invoice for the cost of salary and benefits assigned to the leave. Where the leave of absence is for a duration of five (5) or fewer continuous days, the Employer shall bill the Union for wages only.

ARTICLE 5 - HUMAN RIGHTS & RESPECTFUL WORKPLACE

5.1 No Discrimination or Harassment

The Employer and the Union agree that any form of discrimination (including sexual harassment) under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated in the workplace. The prohibited grounds of discrimination under the *BC Human Rights Code* are: race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex (including gender identity or gender expression), sexual orientation, age and criminal or summary conviction for an offence that is unrelated to the employment of that person.

5.2 Sexual and Personal Harassment

(a) *Sexual Harassment*

All Employees have the right to work in an environment free from sexual and personal harassment. For the purposes of this clause, and without limiting the foregoing, sexual harassment includes:

- (1) unwanted sexual attention made by a person who knows, or ought reasonably to know, that such attention is unwanted, or
- (2) unwanted physical contact, such as touching, patting, pinching or punching, or
- (3) implied or expressed promise of reward for complying with a sexually oriented request, or
- (4) implied or expressed threat of reprisal, in the form either of actual reprisal or of the denial of opportunity, for refusal to comply with a sexually oriented request, or
- (5) the inappropriate display of sexually oriented literature, pornographic or offensive material, or
- (6) remarks or behaviour, which may reasonably be perceived to create a negative psychological and emotional environment for work.

(b) *Personal Harassment*

For the purpose of this Article, and without limiting the foregoing, personal harassment includes:

- (a) physical threat, intimidation, or assault, or unwelcome physical contact such as touching, patting, pinching and punching, or
- (b) unwelcome behaviour or comment that is directed at, or offensive to, any Employee that demeans, belittles, causes personal humiliation or embarrassment to the Employee, or any Employees, or
- (c) implied or expressed promise of reward, or threat of reprisal, or the denial of opportunity, for refusal to comply with a request which is unrelated to an Employee's assigned duties, or
- (d) the improper use of power and authority inherent in the position held so as to endanger an Employee's position, threaten the economic livelihood of the Employee, or in any way interfere with or influence the career of such an Employee.

(c) *Harassment Complaint Process*

Employees may process complaints about harassment through the grievance procedure, subject to the following changes:

- (1) where a person who is the subject of the complaint is the Employer representative at any state of the grievance procedure, then the Union may bypass that stage of the procedure or present the grievance to another appropriate Employer representative.
- (2) Employer and Union representatives in the course of investigating a complaint of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint.

(3) an arbitrator in the determination of a complaint of harassment shall take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.

(4) where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then the arbitrator seized with a grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the Employee who is the subject of the complaint.

(5) an arbitrator has the authority to fashion a settlement, which can include instructions designed to accommodate the needs of the complainant. Where such action causes detriment, the detriment shall fall upon the harasser and not on other bargaining unit Employees.

(6) no information relating to the grievor or alleged harasser's personal background or lifestyle shall be admissible during the grievance or arbitration process.

(d) *Employee Right to Union Representation*

Employees against whom a grievance or complaint has been filed pursuant to this Article shall have the right to know what allegations have been made against them and shall have the right to Union representation at all meetings, interviews, and hearings where the Employee's presence is requested.

(e) *Complainant Right to Union Representation*

Complainants have the right to Union representation at all meetings, interviews, and hearings where the complainant's presence is requested.

(f) *Grievance Time Limits*

Time limits shall be waived for filing grievances under this Article; however, grievances filed beyond six (6) months after the last incident may be denied on the ground of unreasonable delay.

(g) *Complaints Filed with the Human Rights Tribunal*

If the complainant chooses to file a simultaneous complaint with the Human Rights Tribunal, the grievance procedure shall be exhausted before the Human Rights complaint proceeds to hearing; however, a grievance cannot be denied solely on the grounds that the complaint has been lodged with the Human Rights Tribunal and the Tribunal chooses to act on the complaint.

5.3 Indemnification

If an action or proceeding is brought against any Employee covered by the Agreement for an alleged tort committed by the Employee in the proper performance of their duties and provided that such actions did not constitute a disregard or neglect of their duties as an Employee, then the Employer shall defend and indemnify the Employee.

This Article shall not be construed to mean that the Employer shall pay costs, expenses, or fees (or be responsible for financial losses) for such Employee incurred during or as a result of the Employer's internal disciplinary proceedings against the Employee.

5.4 Electronic Surveillance

Electronic monitoring and surveillance shall not be used for the purposes of individual work measurement of Employees.

Surveillance cameras, any technology or systems capable of monitoring Employees or their work and any other related equipment shall not be used in Employee occupied areas without the knowledge of the Employees in the area.

At no time shall videotaping or any other form or electronic tracking or monitoring of Employees, work output or attendance in or at any particular location be allowed for the purpose of random surveillance, audits or assessing, discipline. At no time may such systems be used as a means to gather evidence in support of disciplinary measures. The Union shall be advised in writing of the location and purposes of all surveillance cameras and the reason for installation of such equipment.

The Union agrees that the office equipment, including the email system, is the property of the Employer and the Employer has full access to all of its equipment including the email system.

5.5 Employee Confidentiality

The Employer shall not release any private information to any person or agency about an Employee with regard to any personal or work related matter without the express written permission of the Employee. In the event the Employer is required by law to disclose information of a personal or work related nature to a person or agency the Employer shall advise the Employee forthwith of all particulars of such disclosure. Notwithstanding the foregoing the Employer may however choose to disclose information due to concerns for Employee(s) safety. When the Employer uses technology that can identify Employees' access, these records will not be released to any person or agency without the written permission of the Employee(s).

This Article shall only apply to the release of information of a private nature such as but not exclusive to the Employee's home address, home phone, personnel records information, employment information, etc.

ARTICLE 6 - EMPLOYER RIGHTS

6.1 Employer Rights

Except as this Agreement otherwise specifies and subject to the job descriptions appended to this Agreement, the Employer retains the right to assign duties and to manage and direct Employees, provided such rights are exercised fairly and reasonably.

6.2 Discipline for Just and Reasonable Cause

The Employer may dismiss, suspend, or discipline an Employee for just and reasonable cause. The Employee shall have the right to grieve any dismissal, suspension, or discipline. In the event of an arbitration arising out of such action, the burden of proof is on the Employer.

ARTICLE 7 - GRIEVANCE AND ARBITRATION

7.1 Grievance Procedure

All grievances concerning the operation or application of this Agreement will first be discussed with the President. If no agreement is reached, the grievor may submit the grievance in writing, and the President will give a formal written response. If the grievance is not resolved, the grievor may submit the grievance in writing to the Association Executive, and the Executive will give a formal written response. A grievance must be filed in writing within thirty (30) working days of the alleged violation of the Agreement.

7.2 Referral to Arbitration

If a grievance is not resolved satisfactorily, it may be referred to a single arbitrator mutually agreed upon by both parties.

7.3 Arbitrator Timeline and Decision

The arbitrator will hear the dispute within thirty (30) days of being appointed and will render a decision as soon as possible thereafter. The arbitrator's decision will be binding on both parties.

7.4 Arbitrator Jurisdiction

The arbitrator has jurisdiction to hear and determine the real issue in dispute and to decide the matter in accordance with law and equity, to extend time limits, and to relieve against technical irregularities.

7.5 Arbitrator Fees and Expenses

The arbitrator's fees and expenses will be shared by the parties, the Employer paying fifty percent (50%) and the Union paying fifty percent (50%). The Union and the Employer are each responsible for their own costs of representation.

ARTICLE 8 - APPOINTMENT OF EMPLOYEES

8.1 Definition of Employees

(a) *Regular Full-Time*

A Regular Full-time Employee is any person employed on a full-time, permanent basis whose duties fall within the bargaining unit as defined in Article 1.1 of this Agreement and who has completed the probationary period defined in Article 8.3(a).

(b) *Temporary*

- (1) A Temporary Employee is one so informed by the Employer at the start of employment.
- (2) A Temporary Employee may only be hired to replace a Regular Employee on paid or unpaid leave pursuant to the terms of this Agreement.

(c) *Casual*

Casual Employees shall be those Employees hired for extra or relief work on an as needed basis, but not exceeding thirty (30) hours a month unless by mutual agreement of the parties. Such Employees shall not be subject to the terms of this Agreement. Such Employees may assist the **Administrative Assistant and/or Executive Assistant**, or perform other duties, but in any case, such Employees are not a **Administrative Assistant or Executive Assistant**.

8.2 Appointment of Employees

- (a) The appointment of Employees, excluding Casual as defined in Article 8.1(c), shall indicate whether the appointment is Regular or Temporary.
- (b) The appointment of Employees shall be within either the classification of **Administrative Assistant** or that of Executive Assistant.
- (c) A Temporary Employee shall not attain Regular status during the period of their temporary appointment.

(d) In accordance with Article 8.1(c), the Employer may also hire Casual Employees to replace Regular Employees who are absent or on leave under the provisions of this Agreement.

8.3 Probation: Regular Employees

(a)

(1) Every new Employee shall be on probation for the first six (6) months of employment.

(2) If the Employer requires an extension of the probationary period because it falls during the summer months, it shall be granted. The length of the extension shall be by mutual agreement.

(3) Every newly appointed Regular Executive Assistant Employee shall serve a trial period for the first six (6) months of employment in that category.

(4) At the end of the trial period for the Executive Assistant, either the Employee or the Employer may elect that the Employee return back to the position of Regular **Administrative Assistant** if the Employee was originally hired in that position.

(b) The Association Executive shall appraise new Regular Employees during their probationary periods. If no appraisal is carried out, an Employee's performance shall be deemed to be satisfactory.

(c) Upon successful completion of the probationary period, a new Regular Employee shall become a Regular Employee and shall be placed on the seniority list in order of their date of appointment.

(d) At any time during the probation period, the Employer may, in writing, terminate a new Regular Employee's appointment for cause. In such case, the Employer shall give the Employee:

(1) one (1) week's notice, or pay in lieu thereof, within the first three (3) months of employment;

(2) three (3) weeks' notice, or pay in lieu thereof, after three (3) months of employment.

A new Regular Employee who has been terminated for reasons other than layoff shall have no right of recall.

8.4 Re-Classification

(a) In any month in which an **Administrative Assistant**, at the request of the Employer, performs duties normally only expected of an Executive Assistant, such **Administrative Assistant** shall be paid for that month at the rate of an Executive Assistant with the same number of years of employment.

(b) If an **Administrative Assistant** is expected to perform Executive Assistant duties as in 8.4(a) above for more than six (6) individual months in any consecutive twelve (12) month period, then that **Administrative Assistant** may elect to be reassigned as a Regular Executive Assistant according to the provisions of Article 8.3(a) at the salary step that they currently occupy as an **Administrative Assistant**. No Employee will be reassigned through this provision if doing so conflicts with the process set out in Article 11 - Job Vacancies and Other Appointments.

8.5 Probation: Temporary Employees

- (a)
- (1) A Temporary Employee shall be on probation for the first six (6) months of employment.
 - (2) If the Employer requires an extension of the probationary period because it falls during the summer months, it shall be granted. The length of the extension shall be by mutual agreement.
- (b) In the event that a Temporary Employee becomes Regular, the time worked as a Temporary Employee for any continuous period of four (4) months or more with a satisfactory appraisal, shall be considered as part of the probationary period.
- (c) At any time, the Employer may, in writing, terminate a Temporary Employee's appointment for cause. In such case, the Employer will give the Employee:
- (1) one (1) week's notice, or pay in lieu thereof, within the first three (3) months of employment;
 - (2) three (3) weeks' notice, or pay in lieu thereof, after three (3) months of employment.

A Temporary Employee who has been terminated for reasons other than layoff shall have no right of recall.

ARTICLE 9 - NEW CLASSIFICATIONS

9.1 Rate of Pay and Terms for New Classifications

Should a new classification be created during the life of this Collective Agreement, in addition to those positions described in the job descriptions appended to this Agreement (Appendix B and Appendix C), the parties will negotiate a rate of pay and other terms relevant to that position. In the event the parties cannot agree, these matters may be referred to arbitration as provided in Article 7. Such new terms will be effective from the first (1st) day of the new classification.

ARTICLE 10 - EMPLOYEE APPRAISALS

10.1 Employee Appraisal Procedure

The Employer may conduct formal appraisals of an Employee's performance. The procedures for such appraisal shall be worked out in consultation with the Employee and the Union.

ARTICLE 11 - JOB VACANCIES AND OTHER APPOINTMENTS

11.1 Posting

When a job vacancy occurs, the job shall be posted for five (5) working days. First consideration shall be given to existing Regular Employees, then to Temporary Employees, then to new hires.

11.2 Seniority in Promotions, Transfers and Demotions

In making promotions, transfers, and demotions, the Employer shall award the position to the most senior Regular Employee applicant.

11.3 Seniority in Filling Vacant Positions

In filling vacant positions, the Employer shall award the position to the senior qualified Regular Employee applicant.

11.4 Seniority Where No Regular Applicant

In filling vacant positions where there are no Regular Employee applicants, the Employer shall award the position to the qualified Temporary Employee applicant who has exhibited satisfactory performance and who has the greatest total accumulated service.

11.5 Determination of Qualification

Qualifications for a new or vacant position and the determination of whether or not the Employee is qualified for the position shall be determined by the Employer in consultation with the Union.

ARTICLE 12 - SENIORITY, LAYOFF AND RECALL

12.1 Definitions

Seniority for a Regular Employee is defined as the length of the Employee's continuous employment from the date of commencement of Regular employment, plus time worked as a Temporary Employee.

12.2 Seniority Maintained

During all leaves of absence from work, a Regular Employee's seniority shall be maintained.

12.3 Order of Layoffs

(a) Temporary Employees

Temporary Employees will be laid off first in reverse order of hire before any Regular Employees.

(b) Regular Employees

Layoffs shall occur in reverse order of seniority within the appropriate seniority unit, subject to the ability of the remaining regular Employee(s) to perform the work available. Disputes on the issue of such ability may be referred directly to arbitration. The seniority placement of each Regular Employee is given in Appendix A.

12.4 Notice of Layoff

Regular Employees with over five (5) years service, shall receive five (5) months notice of layoff, or pay in lieu of notice. Other Regular Employees shall receive three (3) months notice of layoff or pay in lieu of notice. Temporary Employees with over six (6) months service shall receive one (1) months notice, or pay in lieu thereof. Other Temporary Employees shall receive one (1) week's notice, or pay in lieu thereof.

12.5 Regular Employee Right of Recall

For a period of two (2) years following the date of layoff, laid-off Regular Employees shall have the right of recall to any position for which they are qualified, except where the Employer, in consultation with the Union, determines that the Employee does not have the capabilities and qualifications to perform the work. Recall will be in the order of seniority.

12.6 Temporary Employees Right of Recall

- (a) For a period of two (2) years following the end of their employment term, Temporary Employees shall have the right of recall on a "last off, first on" basis, to fill any Temporary position for which they are qualified, subject to Article 12.5.
- (b) If a vacancy for a Regular position occurs, the most qualified Temporary Employee applicant shall be awarded the position in accordance with Article 11.1.

12.7 Layoff Bona Fides

The Employer shall lay off Employees only for lack of work, or shortage of funds.

ARTICLE 13 - DISCIPLINE

13.1 Just Cause

The Employer shall not dismiss, suspend, demote, or discipline an Employee bound by the Collective Agreement, except for just and reasonable cause. In case of a dismissal, suspension, demotion, or reprimand, the Employer shall give written notification of, and reasons for, the action taken.

13.2 Right to Union Representation

An Employee shall have a Union representative present at any discussion with supervisory personnel, which could form the basis of a disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall notify the Employee in advance of the purpose of the interview.

13.3 Discipline Sunset

The record of an Employee shall not be used against the Employee at any time twenty-four (24) months following disciplinary action, provided there have been no further infractions of a similar nature during that twenty-four (24) month period. After the twenty-four (24) month period has expired, upon request, the Employer shall remove and destroy all written letters of reprimand and correspondence regarding those reprimands and all related adverse reports from an Employee's personal record.

ARTICLE 14 - HOURS OF WORK, OVERTIME AND LEAVES

14.1 Nine Day Fortnight

Employees shall be allowed to compress the ten-day two-week work period. The hours of work for **Administrative Assistant and Executive Assistant** shall total seventy (70) hours per two-week period assigned over nine (9) days. Regular paid hours assigned in any one day shall not exceed eight (8).

14.2 Overtime

Overtime must be authorized by the President. The Employee must take time off in lieu of overtime pay. Overtime is voluntary and the Employee has the right to refuse overtime.

14.3 Paid Breaks

There shall be two (2) fifteen (15) minute paid breaks per day.

ARTICLE 15 - SALARY

15.1 Salary Scale

Effective **October 1, 2019**, the salary scales for an Executive Assistant and for an **Administrative Assistant** will be increased by the following percentages on the dates indicated:

- (a) Effective **October 1, 2019** all rates of pay across the four (4) steps of the Executive Assistant salary scale and the four (4) steps of the **Administrative Assistant** salary scale will be increased by **two percent (2.0%)**.
- (b) Effective **April 1, 2020** all rate of pay across the four (4) steps of the Executive Assistant salary scale and the four (4) steps of the **Administrative Assistant** salary scale will be increased by **six and twelve-one-hundredths percent (6.12%)**.
- (c) Effective **April 1, 2021**, all rates of pay across the four (4) steps of the Executive Assistant salary scale and the four (4) steps of the **Administrative Assistant** salary scale will be increased by **two and seventy-five-one-hundredths percent (2.75%)**.

In addition to the percentage-increases above, a one-time payment of six hundred dollars (\$600) will be made in the pay period following ratification of this Collective Agreement. This payment will be prorated by the percentage of full-time.

SALARY SCALE			
Full Year of Employment	Monthly Salary		
	October 1, 2019	April 1, 2020	April 1, 2021
EXECUTIVE ASSISTANT			
1st Year	\$4,182.76	\$4,438.74	\$4,560.81
2nd Year	\$4,470.90	\$4,744.52	\$4,874.99
3rd Year	\$4,782.29	\$5,074.97	\$5,214.53
4th & Subsequent Years	\$5,028.40	\$5,336.13	\$5,482.88
ADMINISTRATIVE ASSISTANT			
1st Year	\$3,940.84	\$4,182.02	\$4,297.02
2nd Year	\$4,223.05	\$4,481.50	\$4,604.74
3rd Year	\$4,528.04	\$4,805.16	\$4,937.30
4th & Subsequent Years	\$4,735.55	\$5,025.37	\$5,163.56

ARTICLE 16 - ANNUAL VACATION

16.1 Annual Vacations

Employees shall receive vacation as follows:

- (a) in the first full year of service 20 working days
- (b) in the second full year of service 25 working days
- (c) in the third full year of service 30 working days
- (d) in the fourth full year of service 35 working days
- (e) in the fifth full year and subsequent year of service 40 working days
- (f) in the year of retirement a minimum of twenty (20) days vacation,
plus any carryover from the previous year may be taken
without penalty, regardless of when retirement occurs.

16.2 Partial Years Vacation Proration

For partial years of service, vacation shall be prorated on the basis of the entitlement for the current year.

16.3 Definition of Anniversary Year

Vacation entitlement is accrued in each anniversary year. An anniversary year is the year beginning with the date first hired to the day prior to one (1) year from that date for the first anniversary and from the anniversary date to each day prior to the next anniversary date for each subsequent year.

16.4 Vacation Carryover

Annual vacation is taken within the year in which it is accrued and shall be deducted from the total entitlement for that year. With the Employer's approval, up to twenty percent (20%) of a year's vacation entitlement may be carried over to the following year, but not beyond.

16.5 Vacation Approval and Scheduling

- (a) Vacation shall be taken at a time approved by the Employer; such approval shall not be unreasonably withheld and shall reasonably accommodate the choice of the Employee. In scheduling the vacations of Employees, the Employer shall make reasonable effort to arrive at an equitable arrangement of vacation schedules for all Employees.
- (b) Changes to an Employee's approved vacation may occur only with the mutual consent of the Employer and the Employee.

ARTICLE 17 - PAID HOLIDAYS

17.1 Statutory Holidays

Employees will receive the following Statutory Holidays off with pay:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- British Columbia Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

Employees will also receive any other day declared a holiday by the Federal, Provincial, or Municipal Governments.

17.2 Statutory Holiday Falling in Vacation Period

When a holiday referred to in 17.1 falls in an Employee's vacation period or on a weekend, the Employee will be given an additional day off with pay.

17.3 Winter and Spring Break

Employees shall receive time off with pay on the last working day before Christmas Day. Employees shall receive time off with pay on the working days between Boxing Day and New Year's Day, and a two (2) day Spring break to coincide with that of the Langara Faculty Association's Spring break.

ARTICLE 18 - BENEFITS AND PENSIONS

18.1 Benefit Plans

A Regular Employee and a new Regular Employee after one (1) month's service, will receive the following benefits:

(a) The Employee will participate in a benefit plan, which includes Life Insurance, Accidental Death and Dismemberment, Life Insurance coverage for dependants, Extended Health coverage, Dental Plan, Short-Term Weekly Indemnity and Long-Term Disability Benefit. The Employer will pay one hundred percent (100%) of the premiums.

(b) **The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.**

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the Employer will pay one hundred percent (100%) of the premium for Employees on the same basis as exists in the 2014-2019 Collective Agreement.

(c) **The Employer will provide a six hundred dollar (\$600) annual Health Spending Account for *bona fide* health care costs not covered by the Plan.**

(d) Long Term Disability Plan shall provide the following: Amount of Benefit: seventy percent (70%) of gross salary Duration of Benefit: until retirement or as otherwise provided Benefit Effective: upon expiration of short-term weekly indemnity coverage.

(e) Employees will be enrolled in the Municipal Pension Plan (MPP), in accordance with the Municipal Pension Plan rules. The Employer shall regularly pay the Employer's contribution to the Municipal Pension Plan, or if the Employee does not qualify, the Employer will pay seven percent (7%) of gross monthly salary and the Employee will contribute seven percent (7%) of gross monthly salary to be paid into a Registered Retirement Savings Plan account. This amount will be paid by both the Employer and the Employee on a monthly basis.

18.2 Temporary Employee Benefits and Pay in Lieu

A Temporary Employee after one (1) month of continuous service will receive pay in lieu of benefits. After six (6) months of continuous service, a Temporary Employee will receive benefits as per Articles 18.1(a), (b), (c) and (e).

18.3 Regular Employee Contributions After Three Months

After three (3) months of a new Regular Employee's continuous employment, the Employer shall contribute two percent (2%) of gross monthly salary and the Employee shall contribute one and one-half percent (1.5%) of gross monthly salary. This amount will be paid **twice per calendar year**.

18.4 Gratuity Credits

After three (3) months of a new Regular Employee's employment, an Employee will be allowed gratuity credits. Gratuity credits are based on the calendar year. Effective January 1st, 1996, for the purposes of accumulation of gratuity credits, the year shall be divided in four distinct periods: January 1st to March 31st, April 1st to June 30th, July 1st to September 30th, October 1st to December 31st, all dates inclusive. For each period described above, the Employee shall be given the following credits:

- (a) One (1) day for no absence through illness;
- (b) One-half (½) day for one-half (½) day absence through illness;

- (c) No credit for one (1) or more days of absence through illness.

Payment of gratuity will be in cash upon retirement.

Effective January 1, 2021, gratuity credits will no longer be accumulated. All gratuity credits accumulated prior to January 1, 2021 will be paid in cash upon retirement.

18.5 Appendix D Threshold

The benefits provided for in this Article shall not fall below the level in existence at the date of signing as described in Appendix D save and except as they are reduced or altered through circumstances beyond the control of the Employer.

18.6 Benefits Continue until MPP Onset

Upon the retirement of the Employee, the Employer agrees to continue full benefits for that period between retirement date and onset of Municipal Pension Plan Benefits. **For clarity, this period should not usually exceed sixty (60) days.**

18.7 Benefit Carrier Plan

Employer agrees to continue Extended Health Benefits coverage through FPSE staff Benefit Carrier Plan as revised in **Appendix D**.

18.8 Mileage and Parking

Employees will be reimbursed for parking expenses incurred at the Langara campus. The parking reimbursement is up to four hundred dollars (\$400) per calendar year and will be reimbursed upon submission on receipts. Employees required to use their personal vehicle in the performance of their duties shall be provided with the following:

- Eighty cents (80¢) per kilometer traveled.

18.9 Staff Training

Where the Employer designates education or training as job required or Employer initiated, the Employer shall pay the fees and reasonable expenses for the Employee to participate in the activity. Such designation shall take place after consultation with the Employee. Employees who disagree with the Employer's designation of the activity as training, or as not required for the performance of their duties, shall have the right to grieve that decision in accordance with the provisions of Article 7 (Grievance Procedure).

Attendance at such activities shall be treated as time worked by the Employee.

18.10 Professional Development

- (a) *Definitions:* "Professional development" refers to Employee initiated and Employer approved direct activities that enhance the Employee's ability to perform their duties or improve their career development.
- (b) *Eligibility:* Employee(s) shall be eligible for **three (3)** paid days per year for Professional Development activities. Employees shall not be entitled to carry forward unused days to the following calendar year. **Professional Development Days may be taken consecutively.**
- (c) *Funding:* In each calendar year an Employee is guaranteed an allocation of **six hundred dollars (\$600)** in approved Professional Development funds. An Employee may carry forward their

unused minimum allocation from year to year but any accumulated funds shall not be paid out upon the Employee's termination, resignation, layoff, retirement or death. Funds shall not be unreasonably withheld.

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave

An Employee absent from work on account of illness shall continue to receive their full salary and benefits for up to twenty (20) working days per year. Following ten (10) consecutive working days of such absence, an Employee may, at the Employer's discretion, be required to provide a certificate from a medical practitioner.

19.2 Sick Leave During Vacation

Sick leave may be substituted for vacation time where an Employee can demonstrate through official medical documentation that they were ill for more than three (3) consecutive days of vacation time.

19.3 Sick Leave Accumulation

Sick leave may be accumulated to a maximum of two hundred and sixty-one (261) working days.

19.4 WorkSafe BC Top-up

Where an Employee suffers from a disease or illness, or incurs personal injury (which disease, illness, or injury is hereinafter called the "disability") and the Employee is entitled to time loss compensation therefore under the *Workers' Compensation Act*, they shall not be entitled to receive salary continuance (see Article 19.1) for time lost by reason of any such disability.

Up to a maximum period of one (1) year, all monies received by an Employee by way of compensation for loss of wages under the said *Act*, shall be paid to the Employer. In return for such payment and up to a maximum period of one (1) year, the Employer shall pay the Employee the amount of their salary (up to the maximum reference salary specified in the WorkSafe BC Regulations) to which they would have been entitled but for the disability.

19.5 Family Care

In the case of illness of a spouse, common-law spouse, parent, child, sibling, mother-in-law, father-in-law, grandchild or grandparent, or any other person with the approval of the Employer, and when no one at home, other than the Employee, can provide for the needs of the ill person, the Employee is entitled to use sick leave entitlement for this purpose up to a maximum of ten (10) working days per year.

ARTICLE 20 - ADOPTION, MATERNITY AND PARENTAL LEAVE

20.1 Adoption, Maternity and Parental Leave

An Employee is entitled to leave of up to **eighteen (18) months** in connection with the birth or adoption of a child, during which time seniority shall continue to accrue. Subject to Article 20.2, this leave will be unpaid.

20.2 EI Sub Plan

Upon the birth or adoption of a child to an Employee or to an Employee's spouse or spouse equivalent, the Employee will be entitled to the equivalent of **sixteen (16) weeks** pay or equivalent provision in

compliance with the requirements of the EI Sub Plan, which will be apportioned over all or part of the period which the Employee is actually off work pursuant to Article 20.1. This provision may be used to supplement EI Adoption, Parental and/or Maternity Benefits in accordance with the *EI Act*.

20.3 Benefits Continuance Purchase

The Employer will continue to pay the Employer's premium in respect of all insured benefits, including pension, for the first eight (8) months of adoption, parental or **maternity** leave. Employees on leave for a period in excess of eight (8) months may purchase their benefits for that period by paying the full cost of the benefits.

20.4 Accrual of Benefits

Vacation, Sick Leave and Seniority will accrue for the duration of adoption, parental or **maternity** leave.

20.5 Return to Position

An Employee on adoption, parental or **maternity** leave shall return to their former position or to a position of equal rank and salary.

20.6 Video Display Terminals

Pregnant Employees will not be required to operate **Video Display Terminals (VDT)**. Where possible, the Employer will, on request, offer pregnant Employees work assignments that do not require VDT operation at a pay grade equivalent to their current position.

ARTICLE 21 - POLITICAL LEAVE

21.1 Election Leave

If nominated as a candidate for election at the Federal, Provincial, or Municipal level, or to Indigenous governing bodies, leave of absence without pay shall be provided to take part in the election campaign. During the period of leave provided for the election campaign, the Employer will maintain, at the written request of the Employee, all health and welfare and statutory benefits. The Employee shall reimburse for the cost of the benefits maintained.

21.2 Full-Time Officer Leave

If elected to full-time office, leave of absence shall be provided for the term of the office. Leave under this Article shall be limited to one (1) term of office. The Employee shall give the Employer two (2) months written notice prior to resuming their position with the Employer. The Employee shall give written notice of taking political leave of absence, at least one (1) month prior to the commencement of the leave.

ARTICLE 22 - OTHER LEAVES

22.1 Bereavement Leave

An Employee is entitled to five (5) days paid leave in the event of death of a spouse, common-law spouse, parent, child, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or grandparent, or any other person with the approval of the Employer. With the Employer's approval, this leave may be extended to a maximum of one (1) calendar month by using vacation days, accrued time, and/or leave of absence without pay.

22.2 Leave of Absence up to Six Months

After five (5) years full-time employment, an Employee may apply for and receive up to six (6) months leave of absence without pay. Approval for such leave must be obtained from the Employer in writing and shall not be unreasonably withheld. A one (1) month, two (2) month, or three (3) month leave must be taken within the months of June, July and August. Longer leaves must include the months of June, July, and August.

Unless the Employer and the Employee mutually agree otherwise, an Employee, upon completing such a leave of absence without pay, shall return to Regular Full-Time employment for at least another two (2) years before becoming eligible for another leave of absence without pay under this Article.

22.3 General Leave of Absence

Unpaid leave of absence not otherwise provided for in this Agreement may be granted at the discretion of the Employer. Such leave will not be unreasonably requested or withheld.

22.4 Jury or Witness Duties

An Employee is entitled to paid leave as required in the event that the Employee is summoned as a juror or witness in any court or tribunal empowered by law to compel attendance of witnesses. The Employee shall remit to the Employer all monies paid to them by the court, except for traveling and meal allowances.

22.5 Medical and Dental Appointments

An Employee shall receive time off with pay in the event of Doctor and Dentist appointments, which cannot reasonably be made outside normal working hours. Such time off must have prior approval of the Employer. Such approval shall not be unreasonably withheld.

22.6 Special Leave

An Employee may be granted a special leave of absence without pay to assist the Employee in coping with domestic contingencies or unforeseen emergencies that affect the Employee or the Employee's immediate family. This special leave may be granted, in addition to any other leave entitlement, for, but not limited to such domestic contingencies such as illness in the immediate family, births, care of elderly members of immediate family, moving, marriage of Employee. Such special leave shall not be unreasonably withheld.

The Employer agrees to pay the premiums for the Employee Benefit Plans for a period of up to two (2) months of special leave within a two (2) year period.

22.7 Leave for Domestic or Sexual Violence

Where leave from work is required due to an Employee and/or an Employee's dependent child being a victim of domestic or sexual violence, the Employee shall be granted leave, in each calendar year, as follows in accordance with *Employment Standards Act*:

- (a) **up to ten (10) days of unpaid leave to be taken intermittently or in one continuous period; and**
- (b) **up to fifteen (15) weeks of unpaid leave.**

Notwithstanding the above, the Employer will provide pay for ten (10) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than ten (10) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

This leave will be in addition to existing leave entitlements.

22.8 Compassionate Care Leave

An Employee will be granted a compassionate care leave of absence without pay for up to **twenty-seven (27)** weeks to care for a gravely ill family member. In order to be eligible for this leave, the Employee must provide a medical certificate as proof that the family member needs care or support and is **reasonably** at risk of dying within twenty-six (26) weeks.

An Employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to benefits as follows:

- (a) The Employee's benefit coverage will continue for the duration of the compassionate care leave to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the Employee were not on leave.
- (b) Where an Employee elects to buy back pensionable service for all or part of the duration of a compassionate care leave, to a maximum of **twenty-seven (27)** weeks, the Employer will pay the portion of the pension contributions in accordance with the Pension Plan regulations.
- (c) Compassionate Care Leave up to a maximum of **twenty-seven (27)** weeks shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- (d) An Employee who returns to work following a leave granted under this provision shall be placed in the position held prior to the leave or in a comparable position.

ARTICLE 23 - GENERAL

23.1 No Smoking

Smoking is not permitted inside the Association Office.

23.2 Union Label

All typewritten and/or word processed work in the office of the Employer, shall bear the CUPE Local 1004 Union label as a typed or word processed footer consistent with the label used in the FPSE offices if such work is performed by a member of the Union.

23.3 Employment Standards Act

Notwithstanding any other provision of this Agreement, or any provisions of the *Employment Standards Act*, the benefits set out in the *Employment Standards Act* shall be deemed to be the minimum standards of employment under this Agreement, and will apply except where a provision more beneficial to the Employees is set out in this Agreement.

ARTICLE 24 - INFORMATION TO THE UNION

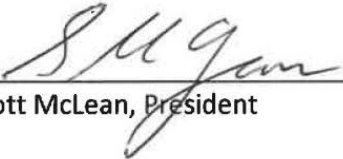
- (a) The Employer shall inform the Union in writing of the terms of employment and salaries of all Employees at the time of hire.
- (b) The Employer shall not propose any terms and conditions of employment for any individual Employee that are in any way at variance with the Collective Agreement without the prior written consent of the Union.

ARTICLE 25 - TERM OF AGREEMENT**25.1 Term**

This Agreement shall be in full force and effect from **October 1, 2019 to September 30, 2022** both dates inclusive, and shall continue from year to year unless written notice is given by either party of their intent to negotiate changes within the four (4) month period preceding the expiry date of the Agreement. During the period of negotiation, the Agreement shall remain in full force and effect. Sub-Sections (2) and (3) of *Section 50 of the Labour Relations Code* shall be specifically excluded from and shall not apply to the Collective Agreement.

Dated at Vancouver, BC, this 17 day of September, 2020.

SIGNED ON BEHALF OF THE EMPLOYER:

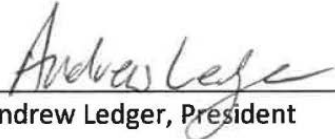


Scott McLean, President



Tanya Lewis, Secretary

SIGNED ON BEHALF OF THE UNION:



Andrew Ledger, President



Amy Kwan, Bargaining Committee Member



Alex Braidek, Business Agent

LETTER OF UNDERSTANDING #1

RE: REGULAR PART-TIME EMPLOYEE APPOINTMENT

The parties agree that, prior to hiring a Part-Time Regular Employee, a Letter of Understanding will be drafted to cover the terms and conditions of the Employee's appointment.

Originally Signed: April 20th, 1998

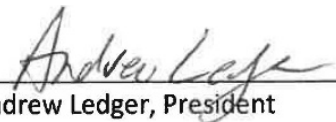
Re-Signed:

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:



Scott McLean, President



Andrew Ledger, President

Signed this 17 day of Sept 2020.

LETTER OF UNDERSTANDING #2

RE: EMPLOYMENT CONDITIONS FOR AMY KWAN

The parties agree that Amy Kwan will be reclassified as an Executive Assistant effective June 1st, 2009, will be deemed to have already completed the probationary period, and will be placed at the top step of both Salary and Vacation grids.

Original Signed: March 10, 2014

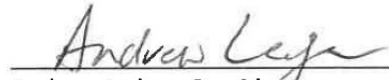
Re-Signed:

SIGNED ON BEHALF OF THE EMPLOYER:



Scott McLean, President

SIGNED ON BEHALF OF THE UNION:



Andrew Ledger, President

Signed this 17 day of September, 2020.

LETTER OF UNDERSTANDING #3

TELECOMMUTING

The Employer and the Union agree that when access to the Employer's worksite is not possible (e.g. for public health reasons, renovation, damage to the office, etc.), telecommuting will be considered as an option and arrangements may be mutually agreed upon subject to the following terms and conditions provided that nothing in this Letter of Understanding ("LOU") shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement except as specifically provided herein.

1. General

Telecommuting is defined as engaging in recurring, scheduled work during regular working hours that is done from a remote location other than the Employer worksite (the "Remote Location"), authorized and approved by the Employer, connecting to the Employer worksite, also authorized and approved by the Employer.

The terms and conditions of the Collective Agreement will be in full force and effect on those days where the employee is telecommuting.

2. Hours

Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the telecommuting arrangement unless otherwise varied by mutual agreement between the Employer and the Union.

Scheduling and recording of time off including sick and vacation will be subject to the same rules and conditions as are currently in place and shall not occur only on days when the employee is scheduled to attend at an Employer worksite.

3. Provision of Equipment, Technology and Supplies

(a) The Employer shall provide if necessary:

- (i) computer equipment;
- (ii) computer software;
- (iii) peripheral devices and/or equipment required to maintain a safe and healthy workstation for the employee;
- (iv) regular office stationery, materials and supplies required by the employee; and
- (v) reimbursement of a reasonable portion of the employee's high-speed internet connection expenses.

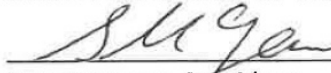
(b) The employee shall provide:

- (i) office furniture;
- (ii) one telephone line available at all times during working hours for business use.

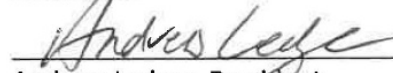
4. Term of Telecommuting Arrangement

It is understood that the employee's telecommuting shall be considered to be a temporary work arrangement for a period mutually agreed to by the Employer and the Union.

SIGNED ON BEHALF OF THE EMPLOYER:


 Scott McLean, President

SIGNED ON BEHALF OF THE UNION:


 Andrew Ledger, President

Signed this 17 day of September, 2020.

APPENDIX A
SENIORITY LIST

Executive Assistant Employee	Date of Initial Appointment
Amy Kwan	September 1, 2005

APPENDIX B

JOB DESCRIPTION & QUALIFICATIONS - ADMINISTRATIVE ASSISTANT

DESCRIPTION POSITION SUMMARY

Provides support for the President, Vice-President, other Executive and Board Members; responsible for accounts payable and inputting data into accounting software; **acts as a contact for the LFA; supports the running of the LFA office.**

DUTIES AND RESPONSIBILITIES

- Word process/types correspondence, reports and financial reports.
- **Organizes** and distributes agendas, circulates materials, and records minutes of Board Meetings, General Membership Meetings **and other membership meetings.**
- Helps Social Committee to arrange on-campus social events.
- Maintains a filing system by securing correspondence, records and other documents, records in a logical and approved system.
- Performs other general secretarial duties (answering phone, checking mail, **supporting scheduling for the executive and board**, booking meeting rooms, faculty lounge, etc).
- Initiates, reviews and maintains office procedures.
- Maintains and orders stationery and office supplies.
- Hires and pays Casual Employees.
- Liaises with benefit carriers for staff (1).
- Record minutes for LFA/Employer Bargaining.
- Transcribe minutes from LFA/Employer Bargaining.
- Distribute LFA Bargaining Bulletins as necessary.
- Perform data entry as needed to keep the Faculty Database current.
- Post Board Minutes and other notices to LFA web site.

BOOKING DUTIES AND RESPONSIBILITIES

Inputs journal entries into accounting software.

- Deposits monthly cheques.
- Writes cheques for accounts payable.
- Handles petty cash.
- Perform online banking operations as needed.

MINIMUM QUALIFICATIONS

- Post-secondary training, **demonstrated proficiency in the** operation of computers and related software **used by the LFA office.**
- **Demonstrated** experience in a **role that includes the duties and responsibilities of this position**, including experience with minute taking and the mechanics of Board/Committee functioning.
- Above average ability to communicate clearly and accurately, both orally and in writing.
- Ability to use Simply Accounting or a similar spread sheet program.
- Ability to input journal entries using computer accounting software program.
- Ability to prepare monthly bank reconciliations.
- Ability to handle accounts payable.

- Above average ability establish and maintain effective working relationships with the LFA President, Board Members, and faculty.
- Excellent organizational skills.
- Ability to work well under pressure and without supervision, and to meet deadlines.
- A high degree of sensitivity, tact and discretion.

APPENDIX C

JOB DESCRIPTION & QUALIFICATIONS - EXECUTIVE ASSISTANT

Responsible for **ensuring administrative support** for the President, Vice-President, other Executive and Board Members; responsible for accounts payable and inputting data into accounting software. ; acts as a contact for the LFA; **acts as the lead in the running of the LFA office.**

DUTIES AND RESPONSIBILITIES

- **Provides support for and prepares** correspondence, reports and financial reports.
- **Organizes** and distributes agendas, circulates materials, and records minutes of Board Meetings, General Membership Meetings **and other membership meetings.**
- **Organizes,** arranges and oversees LFA sponsored social events.
- Manages and retrieves data **for the maintenance of** the Faculty Database **and distribution lists.**
- Maintains a filing system by securing correspondence, records and other documents, records in a logical and approved system.
- Performs other general duties (answering phone, checking mail, **supporting scheduling for the executive and board,** booking meeting rooms, faculty lounge, etc).
- Initiates, reviews and maintains office procedures.
- Maintains and orders stationery and office supplies.
- Hires and pays Casual Employees.
- Liaises with benefit carriers for staff (1).
- Records minutes for LFA/Employer Bargaining.
- Transcribes minutes from LFA/Employer Bargaining.
- Distributes LFA Bargaining Bulletins as necessary.
- Posts Board Minutes and other notices to LFA web site.
- Add new pages and organization to the LFA web site as needed.

BOOKKEEPING DUTIES AND RESPONSIBILITIES

- Inputs journal entries into accounting software.
- Deposits monthly cheques.
- Writes cheques for accounts payable.
- Handles petty cash.
- Performs online banking operations as needed.
- Produce Quarterly Budget Reports.
- Liaise with Auditors and ensure that books are ready for audit.

MINIMUM QUALIFICATIONS

- Post-secondary secretarial training, **demonstrated proficiency in the** operation of computers and related software **used by the LFA office.**
- Experience in a senior **administrative support** capacity, including experience with minute taking and the mechanics of Board/Committee functioning.
- Above average ability to communicate clearly and accurately, both orally and in writing.
- Ability to use Simply Accounting or a similar spreadsheet program.
- Ability to input journal entries using computer accounting software program.
- Ability to prepare monthly bank reconciliations.
- Ability to handle accounts payable.
- Above average ability establish and maintain effective working relationships with the LFA

- President, Board Members, and faculty.
- Excellent organizational skills.
- Ability to work well under pressure and without supervision, and to meet deadlines.
- A high degree of sensitivity, tact and discretion.
- At least six months of experience in the position of **Administrative Assistant**, and ability and willingness to develop new skills as required by the Employer.

APPENDIX D
BENEFITS FOR EMPLOYEES OF LANGARA FACULTY ASSOCIATION
MEMBERS OF CUPE LOCAL 1004

B E N E F I T	D E S C R I P T I O N
Group Life	3X Annual Salary
Accidental Death & Dismemberment	To match Group Life
Long Term Disability (Optional)	- 6 month qualifying period - 70% of monthly earnings
Health Spending Account	- maximum \$600 per year
Extended Health Care	- 80% reimbursement of eligible expenses after a \$25.00 annual deductible per family - \$750.00 Vision Care every two years, includes coverage for laser correction - Hearing Aids to a maximum of \$1,000.00 every three (3) years - Charges for nicotine patch treatment - Visits to registered psychologists to a maximum of \$500.00 per year or 10 sessions, whichever is the greater (subject to Carrier availability) - a Blue Net Card - coverage for all eligible drugs - coverage for all Medical Services Plan de-listed services
Dental	Plan A 100% Plan B 80% Plan C 50% \$3,000.00 lifetime maximum per individual family member
Weekly Indemnity Benefit	- 70% of weekly earnings - 30 working day qualifying period - Maximum benefit period the lesser of 26 weeks or commencement of Long Term Disability Benefits