

# Collective Agreement

between:

The Simon Fraser Student Society

and

The Canadian Union of Public Employees -  
Local 5396

September 1st, 2006-August 31st, 2009

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## **Article 1: General Purpose**

1. In order to establish and maintain efficient operations and a harmonious relationship between the Employer and the employees, the Employer and the Union agree that the general purpose of this Collective Agreement is to establish an orderly collective bargaining relationship. No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives that may conflict with the terms of this Agreement.

## **Article 2: Recognition**

1. The Employer recognizes Local 5396 of the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all of its employees and hereby agrees to negotiate with the Union, and any of its authorized committees, concerning all matters affecting the relationship between the Parties.
2. This Collective Agreement is fully applicable to all part-time and/or replacement, and/or student and/or temporary employees unless otherwise specified.
3. In the event there is a conflict between the requirements of this Collective Agreement and those of the Student Society's Rules, Standing Orders, and Administrative Policies, the requirements of the Collective Agreement shall prevail.

## **Article 3: Definition of Employer**

1. Employer: Simon Fraser Student Society, as represented by the SFSS Board of Directors or its designate.  
  
Executive: SFSS Executive.
2. Under normal circumstances, the Internal Relations Officer shall be designated as Staff Liaison Officer, but the Board of Directors may, from time to time, appoint another member to act as Staff Liaison Officer for particular matters, and at any particular time there will be no more than two members of the Board of Directors acting as Staff Liaison Officer.

## Article 4: Definition of Employees

1. Employee: The term "employee" shall include all persons hired by the Employer according to the provisions of Article 36. For the purpose of this Agreement, the "Union" comprises all such employees.
2. Classifications of Employees: There shall be eight general classifications of employees:
  - a. Permanent
  - b. Replacement
  - c. Student
  - d. Temporary
  - e. Emergency Relief
  - f. Term
  - g. Replacement Student Employee
  - h. Special Function Employee
3. Permanent Employees: This classification shall include all persons who are employed on a continuous and/or permanent basis.
  - a. Permanent Employees: This category shall include all Permanent employees holding positions designated as "full time" in Article 35.
  - b. Permanent Part Time Employees: This category shall include all Permanent employees holding positions designated as "part time" in Article 35.
4. Replacement Employees: This classification shall include all employees who have been hired to replace any Permanent employee who is on vacation or approved leave. Replacement employees shall take on the responsibilities as per the job description of the replaced employee, and shall receive the wage and benefits of a Permanent employee, unless stated otherwise, and shall be entitled to all rights and privileges of a permanent employee as per this agreement, unless stated otherwise.
5. Student Employees: This classification shall include all employees who have been hired to carry out work for which long term continuity is not essential. Hours shall be offered to all employees within this classification

- equally where possible. Unscheduled hours shall be offered to Student employees based on seniority and ability.
- a. Term of Employment: The term of employment shall be three semesters, commencing with each employee's date of hiring.
  - b. Conditions of Employment: All Student employees are required to be registered at Simon Fraser University and must provide proof of such registration at the beginning of each semester to the Internal Relations Officer, and: Student Employees registered in undergraduate studies must complete a minimum of eighteen (18) credit hours each term of employment and maintain a minimum of three (3) credit hours per semester of employment, and; Student employees registered in graduate studies must maintain part-time or full-time graduate status and not be registered at SFU on leave during each semester of employment.
  - c. Limit on Employment: Subject to Article 4.5 (b) above, there shall not be a three (3) semester limit on employment.
  - d. Graduation Allowance: Notwithstanding Article 4.5 (b) above, Student Employees shall be permitted to continue employment for one (1) semester after graduating from Simon Fraser University as a transition period if they have been employed for the Society for one year or more.
6. Temporary Employees: This classification shall include all employees who have been hired to provide assistance for a particular project. They shall include:
    - a. Externally Funded Employees: This category shall include all employees who are hired as a result of government or other agency funding.
    - b. Project Employees: This category shall include all employees who are hired for a determined period with established hours.
  7. Emergency Relief Employees: This classification refers to employees hired pursuant to Article 36.5.
  8. Term Employees: This classification shall include all employees who are hired for a specified term to provide assistance to a department or area.
  9. Replacement Student Employee: This classification shall include all employees who have been hired to replace any Student Employee who is on vacation or approved leave. Replacement Student Employees shall

take on the responsibilities as per the job description of the replaced employee, and shall receive the wage and benefits of a Student Employee unless stated otherwise in the Collective Agreement. Upon the successful completion of the replacement term, Replacement Student Employees shall be placed on the Student/Term employee recall list in accordance with Article 37.4.

Employees in this classification are entitled to the same rights and benefits as Student Employees.

10. Special Function Employees: the Employer may hire individuals on a periodic basis to perform the following functions:
  - Security for Special Events
  - Security for Book Buy Back
  - Security for Elections
  - Security for Referendums
  - Polling
  - Other Situations as mutually agreed

Special Function Employees will not be employed for a period greater than five consecutive working days and will not be employed for consecutive weeks.

Special Function Employees will be paid an amount equal to \$12.65 per hour inclusive of vacation and statutory holiday pay. Overtime shall be paid in accordance with the collective agreement provisions. The COLA set out in Article 44 of the collective agreement will apply to this wage rate.

The first priority will be to allocate the above noted work hours to Student Employees, Term Employees, Existing Temporary Project Workers, and SFSS – 3338 bargaining unit members. The allocation of hours would be subject to the employee's availability and seniority.

If there are still work hours available after allocation of hours to Student and Term Employees, Existing Temporary Project Workers, SFSS – 3338 bargaining unit members, the Permanent and Replacement Part Time Employees will be entitled to top up during the election week at \$12.65 per hour.

These top up hours will be used either to (1) work the elections, or (2) work in their areas at their permanent pay rate, in order to allow Student or Term Employees or Temporary Project Workers scheduled in their areas to be reassigned to work the elections in an amount equal to the amount of their top up.

## **Article 5: Management Rights; Union Participation**

1.
  - a. The management and direction of the working force is vested exclusively with the Employer except as otherwise provided in this agreement. The Employer agrees to exercise its management rights in full accord with the provisions of this Collective Agreement.
  - b. All rights, benefits and working conditions, which employees currently enjoy, as employees, shall continue to be enjoyed insofar as they are consistent with this Collective Agreement. The Employer may discontinue such rights, benefits and working conditions not described in this Agreement upon discussion with the Union and reasonable written notice.
2. Staff Representation and Consultation
  - a. Consultation: For the purposes of this subsection, consultation shall be defined as discussion and an opportunity for response. The Employer agrees to meaningful consultation with the employees through their elected representatives regarding the development of rules and policies which substantially affect the conditions of employment of employees, or employees day to day performance of assigned duties.
  - b. Participation: The Employer and Union agree to the principle of Union participation in discussions, and input regarding decisions which substantially affect the conditions of employment of employees, or employees day to day performance of assigned duties. Therefore, the employees shall elect a Staff Representative to the Board of Directors who shall be entitled to attend and participate in all meetings of the Board of Directors and General meetings. The Staff Representative shall not be a voting member of the Board of Directors. Employees shall, in accordance with job descriptions and the relevant policies of the Employer, be entitled to participate in meetings of the Employer or to which the Employer sends representatives.
  - c. The Employer agrees that meetings of the Employer (including committee, working group, General, and Board of Directors meetings), with the exception of those dealing with employee discipline, discharge, and other matters deemed to be of a confidential nature, which are determined to be in-camera, shall be open to employees normally scheduled to attend such meetings. Employees not normally scheduled to attend such meetings may attend with the permission of or at the direction of the Employer. All

Employees who attend such meetings shall have voice but not vote unless otherwise stated by policy.

- d. Employees shall receive pay for attendance at meetings of the Employer as described above where they are normally scheduled to attend such meetings, or where they are attending such meetings at the direction of, or with the express permission of the Employer. Such paid time at meetings shall be part of Employees normal work schedule.
  - e. Where an in-camera session of the Board of Directors is being convened to specifically address a matter of disciplinary action against an employee, the Shop Steward, or a Union representative, alone shall have the right to address that session regarding the matter of discipline of the employee, and answer questions on the matter. The Staff Liaison Officer shall inform the Shop Steward of the appropriate meeting time and location. Following the Shop Stewards presentation and responses to questions on the matter, the Shop Steward shall leave the session of the Board of Directors. Under no circumstances shall the Shop Steward be present for the discussion, debate, or vote on the matter.
3. Job Descriptions
- a. The Employer and Union agree to respect existing job descriptions of all employees, including Permanent employees (pursuant to Article 35.1). The Employer may reasonably change existing job descriptions subject to operational requirements. Proposed changes to job descriptions shall be dealt with in a Working Conditions meeting pursuant to Article 5.4).
  - b. No employee shall suffer a loss of wages or hours as a result of changes to job descriptions.
4. Working Conditions
- a. Committee: A Working Conditions Committee shall include the Employer's Staff Liaison Officer, and the Union's Shop Steward or Union Representative.
  - b. Purpose: The purpose of the Working Conditions Committee shall be to maintain communication and to promote cooperation between employees and the Employer.
  - c. This Committee shall meet at the call of either Party.

- d. Meetings: Meetings of this Committee shall be held during normal working hours, with no loss of pay or benefits to the employee(s) concerned.
- e. Unresolved Disputes: Disputes not resolved by the Working Conditions Committee may be referred to Step 2 of the Grievance Procedure as set out in Article 41.

5. Reports of the Employer
  - a. Copies of any written reports or recommendations made or about to be made to the Board of Directors dealing with matters which may affect the conditions of employment of employees, or employee's day to day performance of assigned duties shall be made available to the Union by the Employer.
  - b. The Shop Steward, or Union representative, may attend any presentation of any oral reports or recommendations to the Board of Directors dealing with matters which directly affect the conditions of employment of employees, or employee's day to day performance of assigned duties.
6. Both parties recognize the cooperative nature of the workplace and agree that the employees may, by mutual agreement of the employees concerned and the Employer, share specific duties or tasks.
7. An Employee who is a voting member of an Employer committee shall enjoy the same rights as any other member of the committee. If the position is non-voting s/he shall enjoy the same rights as any other member of the committee, except that s/he shall not have the right to vote, move motions or participate in discussions of matters concerning employee discipline, discharge, and other matters determined to be of a confidential nature, which are determined to be in-camera.

## **Article 6: No Discrimination**

1. Human Rights: The Employer and the Union agree that there will be no discrimination against an employee, prospective employee or employee representative by reason of age, race, creed, colour, national origin, political or religious views, sex or sexual orientation, gender or perceived gender, transgender, marital status, appearance, or whether s/he has children.
2. Personal Rights: The Employer and its representatives agree that the rules, regulations, and requirements of the workplace shall be limited to matters pertaining to the work required of each employee. In addition, the Employer or individual Board members shall not harass or belittle employees. Employees will not be asked or required to do personal work for representatives of the Employer.
3. Sexual Harassment:

- a. Definition: Sexual harassment shall be defined as any sexually oriented behavior of a deliberate or negligent nature which adversely affects the working environment. It includes, but is not limited to:
    - i) sexual solicitation or advance of a repeated, persistent or abusive nature made by a person who knows or ought to know that such solicitation or advance is unwanted;
    - ii) implied or expressed promise of reward for complying with a sexually-oriented request;
    - iii) reprisal in the form of either actual reprisal, or the denial of opportunity, or implied or expressed threat of actual reprisal or denial of opportunity for a refusal to comply with a sexually-oriented request;
    - iv) sexually-oriented remarks or behavior on the part of a person who knows or ought to know that such remarks or behavior may create a negative psychological or emotional environment for work or study.
  - b. Cases of sexual harassment, harassment shall be considered as discrimination and shall be eligible to be processed as grievances. File at Step 3 of the grievance procedure. If unresolved at Step 3 the grievance shall within the times frames as set out in this step proceed to arbitration in an expedited manner. A single arbitrator shall hear the matter. Stephen Kelleher and Emily Burke will rotate as single arbitrator unless otherwise mutually agreed to by both parties.
  - c. No information relating to the grievor's personal background, life style or mode of dress will be admissible during the grievance or arbitration process.
  - d. The Employer recognizes its responsibility to maintain a discrimination free workplace.
4. Trade Union Activity: The Employer will not discriminate against any employee because of membership or activity in the Union or for the exercise of rights provided for in the Agreement.
  5. Personal Opinions: No employee shall be disciplined for voicing personal opinions on SFSS policy or business in the performance of their duties and responsibilities.

## Article 7: Employee Information & Confidentiality

### 1. Employee Information

Confidential employee information is defined as information which is defined as specific to the individual employee, (such as letters of reprimand/commendation, or benefit specifics, etc.) but does not include information which is particular to the position. (Bookkeeping data such as wages, breakdowns of benefit costs, and the log of hours worked shall not be considered confidential information.)

- a. An employee shall have access to all books and records pertaining to his/her employment within a maximum of 24 hours notice, excluding weekends and holidays, to the Employer or as otherwise mutually agreed. The Employer may add written comments to these records. The employee shall be informed within two working days of any addition to these records, and s/he shall have the right to include his/her written reply to these as a permanent part of the file. All communication in this file must be signed by the originator.
- b. Limited Access: Access to an employee's confidential records shall be limited to the Staff Liaison Officer, the employee, and the Shop Steward. Others may be granted access to the records only by mutual agreement of the Employer and the Union.
- c. Confidential Information Reporting: The Employer shall not give any confidential information about an employee to anyone without the permission of the employee concerned. The Employer shall restrict the transfer of all information related to the matter to seated members of the Board of Directors. If discussion is necessary in a meeting of the Board of Directors, it shall be "in camera". If consultation or legal advice is desired, a lawyer and/or management representatives of the Employer may be approached. It is understood that the Employer will impress upon such management representatives that the matter remain confidential.
- d. The Union shall restrict the transfer of all information related to the matter to members of the Local. If consultation or legal advice is desired, a lawyer and/or representatives of the Canadian Union of Public Employees may be approached. It is understood that the Union will impress upon such Union representatives that the matter remain confidential.

## **Article 8: Union Security**

1. Union Shop: All employees at the date of signing this Agreement who are covered by the Certification shall be required to become or remain Union members as a condition of employment.
2. New Employees: As a condition of employment, employees who are hired after the date of signing this Agreement shall become Union members.
3. Notification of the Employer: The Employer shall provide the Union with all necessary information relating to the following matters for all employees of the Society on a current basis:
  - a. A list of employees, showing their names, addresses and employment status and ranked according to seniority.
  - b. The Employer shall notify the Union, in writing within five (5) working days of all job postings, hiring, transfers or resignations.
  - c. The Employer shall notify the Union in writing within one (1) working day when any employee has been laid-off, discharged, suspended, or given a written warning.
4. Conflict of interest: An employee may not be an elected student member of the Board of Directors, but employees may become and maintain membership in the Simon Fraser Student Society. To be eligible to become an employee of the Student Society, an elected member of the Board of Directors must first resign his/her elected position on the Board of Directors.
5. No Contracting Out: The Employer shall not contract out bargaining unit work. Only employees hired according to the process specified in Article 36 (Hiring, Transfer, and Recall) may perform bargaining unit work, except when mutually agreed upon by the Union and the Employer. Such mutual agreement must be in writing and contain a description of the work contracted out.

## **Article 9: Check Off**

1. Authorization: The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members. All employees on the date of hire shall be required to sign authorization for dues and assessment deduction. A copy of this authorization shall be forwarded to the Union.

2. **Deduction of Dues:** Dues shall be deducted from the first payroll of every month in accordance with the Local Union bylaws. Dues shall be forwarded to the Secretary/Treasurer of the Local Union not later than the twelfth (12th) day of that month, accompanied by a list of the names, addresses and classifications of all employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Union. The Employer shall pay the Union interest at the rate of 2% per month or fraction of a month, for any delay under the control and responsibility of the Employer in remitting the sums listed in this Article within the time period as specified in this Article.
3. **Dues Receipt:** At the same time as Income Tax (T4) slips are made available, the Employer shall type on the amount of Union dues paid by each employee in the previous year.
4. **Notification:** The Union agrees that it will advise the Employer of all present assessments and dues required by the Union, and of any changes which from time to time may arise in connection with such dues and/or assessments.

## **Article 10: Union Activity**

1. **Contacting at Work:** The elected representatives of the Union shall have the right to contact employees at work on matters respecting this Collective Agreement and its administration. The Union agrees that there will be no undue disruption of work.
2. **Leave for Union Functions:**

All Union Leave entitlements shall be granted subject to the ability of the Employer to carry out normal operations. Approval for any Union Leave will not be unreasonably denied.

- a. **Paid Union Leave:** Upon written notification to the employer, an employee elected or appointed to represent the Union shall be granted leave of absence with pay and benefits. Such leave shall be limited to a total of ten (10) working days per year for the bargaining unit as a whole. Unused days may not be carried forward to the following year.
- b. **Unpaid Union Leave:** A leave of absence without pay but without loss of benefits shall be allowed for employees acting as representatives of the Union, its affiliated or chartered bodies, and labour organizations to which the Union is affiliated. Such leave

shall be limited to twenty (20) days per year for the bargaining unit as a whole. Any unused days may be carried forward to the following year to a maximum total of forty (40) working days.

- c. Additional Union Leave: Additional Union leave, as described above, in excess of the above limitations will be unpaid, and without benefit coverage being paid by the Employer. The Employer will continue the representatives regular pay and benefits provided the full costs of such pay and benefit continuation is to be reimbursed by the Union in a timely fashion, upon receipt of itemized accounting of such costs. Such additional leave shall be limited to two (2) years total, cumulative. Leave to act as a National Union representative will be as set out in Article 10.3 (c).
  - d. Notification: The Union shall notify the Staff Liaison officer in writing of the names of its representatives.
  - e. Disputes: All disputes regarding Union Leave shall be subject to grievance procedures as set out in Article 41.
3. Leave of Absence for Full-time Union or Public Duties:
- a. The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of benefits so that the employee may be a candidate in Federal, Provincial, or Municipal elections.
  - b. An employee who is elected to public office shall be allowed leave of absence during his/her term of office for a period of up to two (2) years. The employee so elected shall give one month's notice. Seniority shall remain at its achieved level. The employee shall be allowed to continue with all of the benefit plans of this Agreement, and s/he shall pay the full premium of these plans. Further leave shall be granted by mutual consent. An employee returning from such leave shall be entitled to return to work.
  - c. An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay for a period of up to two (2) years, subject to extension by mutual consent. The employee so elected shall give one month's notice. Seniority shall remain at its achieved level. The employee shall also be allowed to continue with all benefit plans, and s/he or the Union shall pay the full premiums of these plans. An employee returning from such leave shall be entitled to return to work.

- d. To be eligible for leave under paragraphs (b) and (c) of this section, an employee must have accumulated two (2) years seniority. Notice of intention to return, or to renew, shall be given by the employee at least sixty (60) calendar days in advance of expiry of leave.
4. **No Loss of Pay:** A Steward may investigate and process grievances during working hours, without loss of pay or benefits. Approval for such activities shall not be unreasonably denied by the Employer. The Union agrees that there shall be no undue disruption of work.
5. **Services and Supplies:** The Employer agrees to provide the Union with access to its print shop and with office supplies at the same rates and costs charged to Department Student Unions.

### **Article 11: Stewards & Other Union Representatives**

1. **Recognition:** The Employer recognizes the Stewards, the members of the Union's Grievance Committee, members of the Hiring Committee and any other committees established by the Union, and the Board of Directors Staff Representative elected by the Union, and shall not discriminate against them for carrying out the duties proper to their positions.
2. **Meeting the Employer:**
  - a. When the Staff Liaison Officer wishes to discuss dissatisfaction with the work of an employee, the employee shall be accompanied by a Steward or Union representative.
  - b. When an employee wishes to discuss dissatisfaction with the work or performance of a representative of the Employer, e.g. Board members, the employee shall inform the Steward for the attention of the Staff Liaison Officer.
  - c. Attendance by the Shop Steward, or Union representative, at meetings of the Board of Directors concerning employee discipline shall be in accordance with Article 5.2 (e).
3. **No Loss of Pay:** Union representatives shall be entitled to leave their work during working hours for the purposes of collective bargaining. All time spent in collective bargaining shall be considered time worked. The Union agrees there shall be no undue disruption of work.

4. Notification by the Union: The Union shall regularly notify the Employer, in writing, of the names of its local executive, Stewards and Grievance Committee members, and of its representatives on the Hiring Committee, Working Conditions Committee and any other committees established by agreement between the Parties.
5. Times scheduled for negotiations by mutual consent that take place after 5:30 PM shall be without pay.
6. The Employer shall budget for Student Employee coverage in the Shop Steward's budget area. This item will be set at four (4) hours per week to be used on an on-call basis. The Union and the Employer shall mutually agree to the application of this sub-section.

### **Article 12: Union Meetings**

1. The Employer and the Union agree that the employees shall be allowed a two (2) hour lunch from 12:30 p.m. to 2:30 p.m. on the second Wednesday of each month for a Union meeting with no loss of pay to the employees. The time and day for this meeting may be rescheduled by mutual agreement between the Shop Steward or Union representative and the Staff Liaison Officer. The Union agrees that the General Office and Retail Service areas shall be staffed during this meeting to provide for basic reception service.

### **Article 13: Union Label**

1. In order that the Employer's general membership and the general public may be aware of the benefits of a unionized workforce, the Union label shall be displayed prominently at each of the locations of the Employer's operation.
2. The recognized Union label shall include the designation "CUPE" at the employees' option. This designation shall be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials of the employee on typewritten correspondence of the Employer and it shall appear on all matter printed by a member of the Union.
3. Other locations and uses of the Union label shall be by mutual consent of the Parties.

4. The privilege of using the Union label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer continues to comply with all of the terms and conditions of this Agreement.
5. Employees shall be entitled to wear Union pins or emblems and/or Steward badges while they are working.

#### **Article 14: Union Information**

1. **Copies of Agreement:** The Staff Liaison Officer shall provide each new employee with an up-to-date copy of the Collective Agreement upon commencement of employment. The Staff Liaison Officer shall provide each new member of the Board of Directors with an up-to-date copy of the Collective Agreement within ten (10) days of the commencement of his/her term of office. The Staff Liaison Officer shall provide all employees as of the signing of this Agreement with an up-to-date copy of the Agreement within a reasonable period of time after this Agreement has been signed by the Parties. The cost of preparing and producing a sufficient number of copies of the Agreement shall be borne by the Employer, and all work shall be performed by Union labour in a Union shop.
2. **One Hour Explanation:** The Employer agrees that a member of the Union's local executive or the Shop Steward shall be given an opportunity during regular working hours to interview each new employee within the first month of his/her employment for the purpose of acquainting the employee with the benefits and obligations of Union membership and his/her responsibilities and obligations to the Employer and the Union.

The Staff Liaison Officer shall interview each newly elected member of the Board of Directors within two weeks of the commencement of their term of office for the purpose of acquainting the new members with terms of the Collective Agreement, the rights of employees and appropriate procedures and mechanisms for communication of dissatisfaction with the work of an employee and the resolutions of problems which may arise from time to time.

3. **Prospective Employees:** When the Employer supplies information about potential employment in the bargaining unit it shall include a brief statement about the Union, prepared by the Union at the Union's expense. Orientation information supplied by the Employer to acquaint students with the operations of the Employer which contain statements about the manner in which these operations are staffed shall be by mutual consent of the Parties.

## **Article 15: Bulletin Board**

1. The Employer agrees to provide one Union bulletin board in a permanent and prominent location mutually acceptable to the Union and the Employer. The bulletin board shall be used by the Union to convey information to its members.

## **Article 16: Legal Picket Lines**

1. The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross an established legal picket line or for refusal to handle goods for an employer where a strike or lockout is in effect.
2. Where an employee who is not reporting for work as the result of an established legal picket line, s/he shall be deemed to have applied for and been granted an unpaid leave of absence for the time involved.
3. The Employer agrees that it shall not request, require, or direct members of the bargaining unit to perform work resulting from strikes that would have been carried out by those persons on strike.
4. Working Conditions Meeting:
  - a. In the event that the Employer and/or the Union receives notification:
    - i that a trade union has established a legal picket line at any entrance of any campus of Simon Fraser University, or on such a campus, or
    - ii that an employer has served a lock out notice or a trade union has served a strike notice which might, if acted upon, result in the establishment of such a legal picket line, the Working Conditions Committee shall meet to determine the advisability of maintaining the operations of the SFSS.
  - b. This meeting shall be convened within one working day of receiving such notification. The provisions of article 5.4(d) shall not apply.
5. The purpose of this Article is to promote a high level of cooperation between the Union and the Employer. Both Parties recognize that labour/management disputes at the University have a capacity to produce

- difficult ethical and moral questions for all members of the University community. The Student Society recognizes the trade union principles that guide its staff and agree that it will make every reasonable effort to avoid situations requiring the staff to perform work for members of the Student Society which would be in direct support of or opposition to either Party of a labour/management dispute at the University.
6. Political Action: No employee shall be disciplined for participation in non-criminal action(s) called for or endorsed by the Canadian Labour Congress. A leave of absence allowing such participation shall not be unreasonably withheld. Any such leave shall be without pay. The Union agrees to promptly notify the Employer of any impending action.

### **Article 17: Staff Meetings**

1. Staff Meetings: There shall be a one (1) hour biweekly staff meeting called for and chaired by the Staff Liaison Officer for the purpose of discussing projects, plans, and coming events of the SFSS and the role and workload of the staff in relation to these. This meeting shall be with pay for the attending employees. A minimum of one (1) Student Employee shift shall be scheduled during staff meetings to enable one student staff person to attend staff meetings as paid time.
2. Staff Workshop: The Employer will authorize Permanent and Replacement employees to take one day per year as a staff workshop, as paid time.
3. Student Employee Staff Meetings: There shall be a minimum of one (1) student employee staff meeting per semester. Additional meetings may be called as needed with the mutual agreement between the Union and the Employer. The Staff Liaison Officer shall attend to discuss workplace issues such as staff levels, scheduling, ongoing use of student employees, and other concerns. Subject to their availability, all student employees shall be scheduled for two hours of paid work time to attend such meetings.
4. Orientation: The Union shall have the right to participate in the training of any new Board Member about the Union and the Collective Agreement.

### **Article 18: Health, Safety, Environment & Limited Indemnification**

Preamble: The Employer acknowledges its responsibility to make all reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace, including a properly heated, ventilated and lighted working environment that is as free as possible of pollution.

1. Health and Safety Committee:

- a. A Health and Safety Committee shall be established at the call of either Party and it shall consist of one representative of the Union and one representative from the Employer's Labour Committee or its designate.
- b. Function: The function of the Health and Safety Committee shall be to jointly consider, monitor, inspect, investigate and/or review health and safety conditions and practices. Upon the recommendation of this Committee, the Employer shall provide and maintain the appropriate monitoring equipment for detecting and recording potential and/or actual health or safety hazards in the workplace.
- c. Access to the Workplace: Union staff or Union Health & Safety advisors or consultants shall be provided access to the workplace, if required, to attend Health & Safety Committee meetings or for inspecting, investigating or monitoring the workplace, at the request of the Union. Each Party agrees to advise the other of any real or potential health or safety problems it is investigating. It is understood that the Employer can exercise the same right of access to Health & Safety advisors and/or consultants.
- d. Failure to Agree: Should the members of the Health & Safety Committee be unable to reach an agreement on any matter, it shall become subject to collective bargaining between the Employer's Labour Committee and the Union's Grievance Committee. If the Labour and Grievance Committees are unable to resolve the dispute, it may be submitted to arbitration by either Party.
- e. Failure to Implement: In the event that the Union decides that a health or safety issue has not been dealt with appropriately, the Union is entitled to initiate a grievance.

2. Pay & Time Off Provisions:

- a. Health & Safety Committee Pay Provisions: Time spent by the Union representative on the Health & Safety Committee in the course of his/her duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.
- b. Health & Safety Training: The Union representative to the Health & Safety Committee shall not be unreasonably denied Educational Leave to attend seminars, workshops, and/or training sessions

sponsored by the Union or a government agency or department for instruction and/or upgrading on health and safety matters.

3. Proper Training: Any employee required to work on a job and/or operate any piece of equipment shall receive proper training and instruction at the expense of the Employer to ensure health and safety of the employee and/or the safe operation of the equipment. The Employer may grant, upon written request of an employee, Health & Safety Leave for training and instruction, not available by on-the-job training, to further ensure the health and safety of the employee and the safe operation of equipment. Such leave shall not be unreasonably withheld. Such training and instruction shall take place within a reasonable period of time without reduction of hours of work or rates of pay.
  
4. Rights of Employees:
  - a. Right to Refuse and No Disciplinary Action: No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where s/he has grounds to believe that it would be physically unsafe or unhealthy to do so, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations, or where such work would result in the pollution of the environment. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job or operate a piece of equipment where another worker has refused until the matter has been investigated by the Health and Safety Committee and the matter has been satisfactorily resolved.
  
  - b. Injury Pay Provisions: An employee who is injured in the execution of his/her duties and is required to leave for treatment or is sent home as a result of injury shall receive payment for the remainder of his/her work day at his/her regular rate of pay without reduction of sick leave. Upon return to work, an employee shall receive his/her regular pay and benefits for time spent for further medical treatment of the injury, during regularly scheduled working hours, subsequent to the day of the accident.  
  
Compensatable Injury: An employee who has incurred a compensatable injury shall have pay and benefits maintained until the Workers' Compensation Board benefits come into effect.

Non-compensatable Injury: An employee who has incurred a non-compensatable injury shall be entitled to sick leave and benefits.

- c. Transportation of Accident Victims: Transportation to the nearest physician or hospital for employees requiring emergency medical care as a result of an accident, in the performance of their duties, shall be at the expense of the Employer.

- d. Rights of Employees:

Civil Disobedience: where the Labour Committee decision or Staff Liaison Officer on behalf of the Board sanction civil disobedience of a non-violent nature, the following shall apply:

- i. Employees shall have the right to refuse involvement in any activity that may be criminal and shall not be subject to disciplinary action as a result of such refusal.
- ii. Where an employee is charged with a criminal offense resulting from the proper performance of his/her duties and/or is incarcerated for actions sanctioned by the Staff Liaison Officer on behalf of the Board or the decision of the Labour Committee, s/he shall be entitled to a leave of absence with full pay and benefits without loss of seniority for court appearances and/or the period of incarceration.
- iii. The employee shall be entitled to be reimbursed for reasonable legal costs should they meet the above conditions.

5. Responsibilities of the Employer:

- a. Safety & Health Records, Reports and Data: The Employer shall provide the Union with copies of all accident reports and other health and safety records in the possession of the Employer.
- b. Protective Equipment: The Employer agrees, where the nature of the work or working conditions so require, to supply the employee(s) at the Employer's expense, with all necessary tools, protective clothing, safety equipment and other protective devices, which shall be maintained and replaced, where necessary, at the Employer's expense.
- c. First Aid Equipment: The Employer shall provide and/or maintain such first aid equipment as required by the Workers' Compensation Board or as specified by the Health & Safety Committee. The location of such equipment shall be made known to each

employee. Wherever practical, first aid equipment shall be located and marked so as to be visible to the general public.

6. Workers' Compensation and Liability Insurance: The Employer shall provide and/or maintain Workers' Compensation and liability insurance, and the Employer shall comply with all applicable federal, provincial and municipal health and safety regulations and legislation.
  - a. An employee who is prevented from performing his/her regular work with the Employer on account of an occupational accident or illness which is covered by Workers' Compensation shall receive from the Employer the difference, if any, between the amount received from the Workers' Compensation Board and his/her regular rate of pay. Pending the acceptance of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement. In order to receive this 'top-up', the employee shall assign his/her Compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's Income Tax (T4) form.
  - b. An employee receiving payment for compensatable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this Agreement. While on Workers' Compensation, the Employer shall continue to pay all premiums for the employee for all benefit plans including the savings plan.
  - c. If the laws and regulations pertaining to taxation of benefits under this Article change, this Article may be reopened upon request of either Party.
  - d. When an employee receiving Workers' Compensation Board benefits is medically and emotionally fit to return to work, a meeting of the Working Conditions Committee shall be held to determine appropriate duties and hours. No agreement shall be made which jeopardizes benefits payable, or the health of the employee.
  - e. An employee who is no longer deemed to have a compensatable injury shall be placed in his/her former or equivalent position.
7. Health & Safety Grievances: Nothing in this Article shall preclude an employee, group of employees or the Union from filing an individual or group grievance under this Agreement for violation of this Article. Where the grievance involves a question of the general application or interpretation of this Article, the grievance procedure may begin at Step 2 for Union and Policy Grievances.

8. Computer Safety: The Employer and the Union recognize that any introduction of computer technology creates health and safety concerns that are difficult to resolve, in part because of the limitations of what is known about long-term effects. Both Parties acknowledge a desire to maintain a high level of standards, and agree that the Health and Safety Committee may establish higher standards than those referred to in this article. The term 'computer systems' refers to hardware, software, related peripherals, furniture, and equipment used in any process involving computers.
  - a. Introduction of computer systems: No computer system, or individual units or components thereof, or any change in their function and operations will be introduced without prior negotiation and agreement with the Union.
  - b. Standards: The parties agree to be guided by the standards contained in SFU policy GP-13, December 2006 revision, which can be reasonably applied to the work situation at the Society.
  - c. Eye Examinations: An employee who normally works with a display terminal shall have an eye examination upon employment and yearly thereafter, paid for by the Employer. The Union shall be provided with a copy of the results. Either Party may, at its own expense, require a different doctor to perform a second examination. In all cases, the choice of doctor shall be determined by mutual agreement between the Employer and the Union. The Employer agrees to pay for corrective actions when, in the opinion of the doctor(s), such actions are necessary to correct or prevent damage caused in full or in part, by the employee's use, at work, of a display terminal. Requests will be made to the Staff Liaison Officer.
  - d. Pregnancy Transfer: Any pregnant employee shall be offered alternate employment during the term of her pregnancy without loss of hours, wages, or benefits. The Staff Liaison Officer and the Shop Steward, in consultation with affected staff, shall ensure that such alternate employment is found. Where possible, such alternate employment will be created by a temporary job-sharing arrangement with other staff functions.
9. Limited Indemnification:
  - a. Civil Actions: Except where there has been flagrant or willful negligence on the part of the employee, the Employer agrees not to seek indemnity against an employee whose actions result in a

judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the proper performance of her/his duties. The Employer also agrees to pay any reasonable legal costs incurred in the proceedings including those of the employee.

- b. **Criminal Actions:** The Employer will not direct nor expect any employee to participate in any criminal activity as part of their employment. Where an employee is charged with a criminal offense resulting directly from the proper performance of her/his duties and subsequently found not-guilty, the employee shall be reimbursed for reasonable legal costs. Employees shall have the right to refuse involvement in any activity that may be criminal, and shall not be subject to disciplinary action as a result of such refusal.
- c. **Legal Services:** At the option of the Employer, the Employer may provide for reasonable legal services in the defense of any legal proceedings involving the employee as a result of the proper performance of her/his duties (as long no conflict of interest arises between the Employer and the employee), or pay the reasonable legal fees of counsel chosen by the employee.
- d. **Notification:** In order that the above provisions shall be binding on the Employer, the employee must notify the Employer immediately, in writing of any incident or course of event which may lead to legal action against her/him or when s/he first becomes aware that there is a possibility of such action arising.

## **Article 19: Technological Change**

The purpose of the following provisions is to preserve job security and stabilize employment and to protect employees from loss of employment.

1. **Definition of Displacement:** Any employee shall be considered displaced by technological change when her/his services shall no longer be required in substantially the same capacity or for the same number of hours as a result of a change in a process or method of operation, or a change in office procedures or equipment.
2. **Notice:** Before implementing such changes, the Employer will provide the Union with a minimum of two months notice of any technological change which might result in the displacement of an employee or employees. Such notice shall be in writing and shall include all of the following:

- a. The nature of the proposed change.
  - b. The date upon which the Employer proposes to effect the change(s).
  - c. The employees who are likely to be affected by the change.
  - d. The effect that the change is expected to have on working conditions and terms of employment.
  - e. All other pertinent data relating to the anticipated effects on the employees.
3. In the event that an employee is displaced by technological change the following measures shall be taken:
- a. An employee who is rendered redundant or displaced from her/his job as a result of technological change shall have the opportunity to transfer into any existing vacant position in accordance with Article 36. Should the employee be unwilling or unable to transfer, the employee shall have the right to displace, or "bump", any employee in accordance with Article 37.
  - b. Where technological change does not result in displacement but requires greater skills within an existing job held by an affected employee, that employee shall, with no loss of hours of work or rate of pay, be given a reasonable period of time to acquire the necessary knowledge, skills and abilities, to perform the job.
  - c. No additional employee shall be hired by the Employer until employees affected by technological change or employees on layoff have been notified of the proposed technological change and are allowed a reasonable training period to acquire the necessary knowledge and skill to retain their employment.
  - d. Technological change shall be introduced by the Employer only after the Union has been notified in accordance with Article 19.2 and the notice period has expired. Prior to the introduction of technological change, the Employer shall have meaningful discussions with the Union regarding the proposed changes, and shall attempt to reach agreement on measures to protect employees from adverse affect. Complaints regarding the introduction of technological change may be referred by either party to expedited arbitration for a determination, in accordance with Section 104 of the Labour Relations Code of British Columbia, provided such referral occurs prior to the expiration of the notice

period laid out in Article 19.2. In cases where the matter of a technological change is referred by either party to expedited Arbitration within the notice period as described above, such technological change shall not be implemented prior to the decision of the arbitrator in the case.

## **Article 20: Transportation and Parking**

1. Transportation:
  - a. Work After 9:00 PM: When an employee is required to work after 9 PM, the Employer is required to pay for a taxi fare for the employee.
  - b. Work Off Campus: Any employee required to attend meetings off campus, or otherwise work away from their usual workplace, shall receive travel expenses.
  - c. Automobile Allowance: Any employee required to use their own vehicle on the Employer's business shall be consistent with the Canada Revenue Agency's Automobile Allowance.
  - d. Business Insurance: Where the use of an employee's vehicle for the Employer's business requires the vehicle to be insured for business use, the Employer shall pay the difference in the insurance premiums.
2. Parking: Each Permanent and non Student Term Employee shall be entitled to receive semesterly parking stickers (outside lot), or a bus pass allowance equal to the semester Lot C parking pass value... Semesterly parking stickers (mall) shall be provided to any Permanent employee who is regularly scheduled to work outside the normal hours of work.
3. Bus passes: Each Permanent and non-Student term employee shall be entitled to be reimbursed the amount of a one-zone bus pass each month instead of a semesterly parking pass. At the beginning of the semester, Employees will inform the Finance Office whether they will be using the parking allowance or the transit allowance. Student employees shall be eligible for the transit subsidy if the Upass program is discontinued.

## **Article 21: Staff Room**

The Employer agrees to provide a staff room for the use of employees and their guests. This room shall be in a location in or near the MBC at SFU. The Employer further agrees to provide a refrigerator, microwave, couch, table, and several chairs, all in good working condition, to furnish the room.

## **Article 22: Office Holidays**

1. Definition: An Office Holiday is a day of time off with pay for all Permanent employees.
2. Recognized Holidays:
  - a. The Employer recognizes the following holidays:
    - New Year's Day
    - Good Friday
    - Easter Monday
    - International Women's Day
    - Victoria Day
    - Canada Day
    - BC Day
    - Labour Day
    - Thanksgiving Day
    - Remembrance Day
    - December 24
    - Christmas Day
    - Boxing Day
    - December 27 through 31
  - b. The Employer agrees to recognize any additional holidays declared by the Government of Canada or the Government of British Columbia, or designated by the University or the SFSS.
  - c. Student Employees shall receive pay in lieu of statutory (11) holidays in the amount of four point two per-cent (4.2%) of gross wages to be calculated and accumulated each pay period. Student Employees shall receive their accumulated four point two per-cent (4.2%) statutory holiday pay as part of the last pay issued prior to the annual Christmas holidays, or upon request by the employee.
3. Christmas Holidays:
  - a. The days of December 24 through January 1 shall be Office Holidays.

- b. When any of these Christmas Office Holidays falls on an employee's scheduled day off, there shall be no provision for rescheduling time off.
  - c. For Student and Temporary Employees: In lieu of a vacation entitlement, Student and Temporary employees shall receive, with each paycheque, the following vacation pay:
    - i. For student and Temporary Employees with less than five (5) consecutive years of service: vacation pay equal to four percent (4%) of their gross earnings.
    - ii. After five (5) consecutive years of service: vacation pay equal to six percent (6%) of their gross earnings.
4. Other Holidays:
- a. For each other holiday, one weekday shall be designated an Office Holiday. Normally, this would be
    - i. on the holiday, if it falls on a weekday; or
    - ii. on an adjacent weekday, if it falls on a weekend; and
    - iii. when the University observes it, if it does so.
  - b. The Union and the Employer may, by mutual agreement, designate an alternate day to be observed by the employees as one of the above holidays.
  - c. When any of these Office Holidays falls on a Permanent employee's scheduled day off, s/he has the option to receive holiday pay or to take equivalent paid time off. Time off must be taken within thirty (30) working days of the Office Holiday. The employee may determine when to take the time off, subject to the approval of the Staff Liaison Officer. Such approval shall not be unreasonably withheld.
5. Work on Office Holidays:
- a. The Working Conditions Committee may require that an area maintain operations during an Office Holiday. The Union will make every effort to provide adequate staffing.
  - b. An employee who agrees to work on an Office Holiday may choose
    - i. pay at double time and one paid day off; or

- ii. pay at straight time and two paid days off. The employee may determine when to take the time off, subject to the approval of the Staff Liaison Officer. Such approval shall not be unreasonably withheld.
- 6. Official University Closure: Should the University, or an area of the University, be officially closed due to environmental conditions, utility disruptions, Acts of God, or other reasons beyond the control of the Employer, each normal workday during such a closure shall be an Office Holiday.

### **Article 23: Vacations**

1. Vacation Pay for Student and Temporary Employees: In lieu of a vacation entitlement, Student and Temporary employees shall receive, with each paycheque, the following vacation pay:
  - i. For Student and Temporary Employees with less than five (5) consecutive years of service: vacation pay equal to four percent (4%) of their gross earnings.
  - ii. After five (5) consecutive years of service: vacation pay equal to six percent (6%) of their gross earnings.
2. The remainder of this Article shall refer to Permanent and Replacement employees.
3. Calendar Year: The calendar year shall mean the twelve month period from January 1 to December 31 inclusive.
4. Permanent Employees Vacation Entitlement: Permanent employees shall be entitled to an annual vacation with pay on the following basis:
  - a. First Calendar Year of Employment:
    - i. During his/her first calendar year of service, an employee shall receive one and one-quarter (1 1/4) working days vacation for each month worked, with the right to take days as they are accumulated.
    - ii. A probationary employee wishing to take vacation time must have the Shop Steward forward the request to the Staff Liaison Officer for prior approval.
  - b. Subsequent Calendar Years of Employment:
 

Year of Service	Vacation Entitlement
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2nd	3 weeks
3rd	4 weeks
4th	5 weeks
5th	5 weeks, 1 day
6th	5 weeks, 2 days
7th	5 weeks, 3 days
8th	5 weeks, 4 days
9th	6 weeks
10th, etc.	8 weeks

This vacation time may be used at any time within the calendar year.

- c. Vacation Entitlement Carryover: At the end of each calendar year an employee may carryover up to two weeks of unused vacation time to the next calendar year. This vacation time may be used at any time within the next calendar year.
5. Replacement Employees:
    - a. First Calendar Year of Employment: During his/her first calendar year of service, a Replacement employee shall receive one and one quarter (1 1/4) working days vacation for each month worked, with the right to take days as they are accumulated.
    - b. A Replacement employee shall be entitled to vacation with pay for three (3) weeks per year, prorated according to the period for which the employee has been hired.
    - c. This vacation entitlement may be used at any time during the employee's period of employment. However, s/he must have the Shop Steward forward the request to the Staff Liaison Officer for prior approval.
  6. Split Vacations: An employee may take holidays in broken periods with the approval of the Staff Liaison Officer. No reasonable request shall be denied.
  7. Mandatory Vacation: Starting with the second year of employment, an employee must take two weeks vacation time off, or one-half his/her vacation time owing, whichever is less.
  8. Termination: If an employee is terminated, or if an employee terminates employment, his/her vacation entitlement shall be prorated to the actual time worked in that employment year. If the employee has exceeded this

- prorated allotment, the difference shall be deducted from the final pay cheques prior to termination.
9. Notice of Vacation: Employees shall provide the Staff Liaison Officer with employee vacation schedules by April 1, of each year. The Staff Liaison Officer may require one month's notice of vacation.
  10. Conflict in Vacation Scheduling: Vacations shall be scheduled on the basis of seniority where there is a conflict of scheduling between employees within a specific area of work.
  11. Paycheques: An employee may, upon giving five (5) calendar days prior notice, receive on the last working day preceding commencement of their vacation, any cheques which would normally fall due during the period of his/her vacation.
  12. Compensation for Holidays Falling Within Vacations: An employee shall be granted an additional day's vacation with pay for any Office Holiday which is observed during his/her vacation.
  13. Approved Sick Leave During Vacation: Where an employee becomes ill or suffers an accident while on paid vacation, s/he shall be entitled to draw on accumulated sick leave for the duration of the illness or disability without loss of vacation time. Such illness or disability must be certified by a medical practitioner.
  14. Work During Scheduled Vacation:
    - a. The Working Conditions Committee or Staff Liaison Officer may request an employee to work during his/her scheduled vacation time.
    - b. If the employee agrees, then for the work done during the former vacation period, the employee shall be paid at straight time, and in addition may choose:
      - i. to reschedule the time off; or
      - ii. to receive the equivalent in time off pay. If the employee chooses to reschedule, s/he may determine when to take the time off, subject to the approval of the Staff Liaison Officer. Such approval shall not be unreasonably withheld.

- c. Requests of the Working Conditions Committee or Staff Liaison Officer under this section shall be limited to a total of two weeks per year per employee.

## **Article 24: Semester Time Off**

1. Christmas Time Off:
  - a. All Permanent and Replacement full-time employees shall receive paid time off for the days of December 24, 25, 26, 27, 28, 29, 30 31 and January 1.
  - b. All Permanent and Replacement part-time employees shall receive pay equivalent to their normally scheduled hours of work during Christmas time off.
  - c. No additional time off will be scheduled for those days cited above which fall on a Saturday or Sunday. Article 22.4 shall not apply.
2. Spring and Summer Semester Time Off: Each employee shall be entitled to four (4) days of unpaid time off during the Spring and Summer semester breaks. The scheduling shall be arranged by mutual consent between the Staff Liaison Officer for the Employer and the employees to ensure adequate staffing of the Employer's operations. Scheduling of this time off shall be on the basis of seniority where there is a conflict of scheduling between employees.

## **Article 25: Special Leave**

Preamble: The Employer agrees that leave as outlined below will be granted with pay to Permanent employees, unless otherwise specified herein. If an employee is on vacation or other paid leave and becomes eligible for a leave as outlined in this Article, s/he shall be granted such leave and shall be credited with the appropriate number of vacation credits where applicable, and such leave will not be charged to other accrued time off.

1. Requests:

Requests for any Leave, excluding Personal Days shall be submitted in writing to the Staff Liaison Officer, or designate, a minimum of one (1) week before such leave shall be taken except where extenuating circumstances do not permit.
2. Personal Days:

- a) Permanent employees shall be entitled to five (5) paid personal days per year. Such leave shall be granted by the Staff Liaison Officer upon request, and taken at the discretion of the employee.
  - b) In the event of injury or illness in the family of an employee, Permanent employees may, upon notification of the Staff Liaison Officer, utilize their available paid sick time as a personal day, to a maximum of three (3) days per year, provided the Staff Liaison Officer is notified of such use. Such use of available paid sick time for such purpose shall be subject to review and approval by the Staff Liaison Officer, and approval for such use shall not be unreasonably denied. The maximum of three (3) days per year may be extended by mutual agreement of the Staff Liaison Officer and the Shop Steward, provided requests for such extension are submitted prior to their desired use.
3. Court Duty: (As a juror or witness)

Such leave shall be granted with pay by the Staff Liaison Officer for the actual time an employee is required to be in attendance at court plus a reasonable amount of traveling time. If the employee receives remuneration for Court Duty, such remuneration shall be turned over to the Employer.
4. Bereavement Leave:
  - a. In the event of illness or bereavement in the family Permanent employees shall be entitled to bereavement leave with pay of up to five (5) consecutive days per event, including the day of the funeral.
  - b. Student and Temporary employees shall be entitled to bereavement leave with pay of up to three (3) consecutive scheduled work days per event, including the day of the funeral. Such paid leave shall be equal to time actually scheduled during such leave.
  - c. Additional bereavement leave without pay may, upon request, be granted by the Staff Liaison Officer.
5. Employees shall provide written notification of Bereavement Leave requests to the Staff Liaison Officer. Such Bereavement Leave shall be considered granted upon request. Requests for additional leave shall be made in writing by email or fax to the Staff Liaison Officer.
6. Family is defined for the purpose of this Article as follows: parent, spouse or partner (including same-sex and common law), brother, sister, in-laws,

child, grandchild, grandparent, fiancé, guardians (including former), ward, or any person for whom the employee is required to administer bereavement responsibilities.

## **Article 26: Employee Education and Development Leave**

1. The following shall apply to all educational leave:
  - a. Whenever the Employer becomes aware of a potential opportunity for educational leave for any member of the bargaining unit, the Employer will make a reasonable effort to inform the member(s) of the bargaining unit through the Shop Steward.
  - b. All requests for educational leave shall be made in writing and shall be forwarded to the Staff Liaison Officer by the Shop Steward. All such requests shall contain a statement of the anticipated benefits that the employee(s) expect to receive as a result of the leave. The Employer shall not grant a request for educational leave unless the request has been forwarded by the Shop Steward.
  - c. The Employer and the Union shall determine, through a Working Conditions meeting, whether an educational program is beneficial to both the Employer and the employee. Such programs shall include, but not be limited to:
    - i. health and safety programs;
    - ii. the conferences and general meetings of national, regional and provincial student organizations;
    - iii. the conferences and general meetings of organizations concerned with the policy, economics, social organization, or practice of education;
    - iv. courses, conferences, and meetings relevant to the Student Society and its services.
  - d. If a request for educational leave is not approved, the Staff Liaison Officer shall, within forty-eight (48) hours of this decision, forward a written statement of the reason(s) that the leave is being withheld to the Shop Steward and to the employee(s) requesting the leave.
2. Job Development & Training: if an employee attends a course, seminar, or other educational program approved by the Employer:

- a. The Employer shall grant leave with pay to attend the course and write examinations.
  - b. The Employer shall reimburse the employee's tuition fees for the course upon successful completion of the course.
  - c. The Employer shall authorize the employee to discuss the program or course with other employees and the Board of Directors members at meetings scheduled during working hours.
  - d. Where such programs or courses are related to the performance of job duties at the workplace, the employee will establish a collection of related written or visual materials, as approved by the Employer.
3. Personal Development: if a Permanent or Replacement employee wishes to take, at any accredited institution, a course or courses which is/are not related to his/her work:
- a. The Employer shall grant leave without pay for up to five hours per week to attend the course and write examinations in it. The employee shall have the option to reschedule the time spent in class as paid time;
  - b. The Employer shall pay the employee's tuition fees for the course or courses, to a maximum cost per fiscal year equivalent to fifteen (15) credit hours on SFU's Basic Undergraduate Tuition Fee Schedule or its monetary equivalent.
4. In order to have his/her leave granted under Section 26.02 or 26.03, the employee must submit a copy of his/her confirmation of enrollment to the Staff Liaison Officer prior to the start of classes.

## **Article 27: Sick Leave and Extended Sick Leave**

1. Sick Leave:
  - a. Definition: "Sick leave" is defined as an absence from work because of sickness, disability, quarantine, rehabilitation, accidents for which Workers' Compensation is not payable under the Workers' Compensation Act, or medical treatment necessitated by any of the above. Such leave shall be granted with full pay.
  - b. Permanent Employees:

- i. Upon commencement of employment, or upon return to work from a leave of absence without pay or extended parenting leave, Permanent employees shall receive sick leave credits totaling two (2) days for each month of his/her incomplete calendar year of employment, prorated for part-time employees.
    - ii. For each subsequent full calendar year of employment, Permanent employees shall receive sick leave credits totaling twenty-four (24) days, prorated for part-time employees.
    - iii. In addition, at the end of each calendar year, fifty percent (50%) of the employee's unused sick leave credits or fifty percent (50%) of her/his annual allotment, whichever is less, shall be carried forward.
  - c. Replacement Employees: Upon commencement of employment, each Replacement employee shall be entitled to sick leave credits equivalent to the annual allotment of the replaced employee, prorated according to the period for which the replacement employee is hired.
  - d. Student & Term Employees: Each Student and Term Employee upon commencement of employment shall receive sick leave credits totaling up to 28 hours per semester, pro-rated according to when the Student or Term Employee is hired in the semester. Half of the unused time may be carried over to the following semester. Sick leave allotments will not accumulate while on a (planned) Leave of Absence Without Pay.
2. Extended Sick Leave:
  - a. Definition: An employee shall be deemed to have applied for and been granted extended sick leave after s/he has been absent on normal sick leave for ten or more consecutive working days. Such leave shall be without pay upon the exhaustion of sick leave credit.
  - b. In the case of such lengthy illness, the employee shall apply for sick leave benefits as provided under the Employment Insurance Act.
  - c. Back-to-Work Bonus: A Permanent employee who has completed her/his probationary period, and is on extended sick leave and eligible for E.I. benefits, shall receive an amount equal to the difference between E.I. benefits received and her/his normal wage. The maximum benefit that an employee may receive is up to forty-

five (45%) of her/his normal wage, for the period of E.I. benefits, up to a maximum of fifteen (15) weeks.

- d. An employee on extended sick leave shall be entitled to deplete their sick leave credits prior to applying for sick leave benefits as provided under the Employment Insurance Act.
3. The Employer may require a medical certificate for continuous absences of three (3) days or more. The Employer shall pay the cost of obtaining the medical certificate.
4. Sick Leave Records: Employees shall have access to their sick leave credit records. Upon commencement of employment of a Permanent or Replacement employee, and immediately after the beginning of each calendar year thereafter, the Employer shall inform the employee, in writing, of the sick leave credits to which s/he is entitled. For Student and Temporary employees, upon commencement of employment, and immediately after each semester, the Employer shall inform the employee, in writing, of the sick leave credits to which s/he is entitled.
5. Dental and Medical Appointments: Each Permanent full-time employee shall be entitled to 42 hours paid leave per year for the purpose of attending her/his own medical and dental appointments, including appointments with health practitioners. Permanent part-time and Replacement employees shall receive a pro-rated entitlement. Unused time may not be carried forward to the following year.
6. No Loss or Severance: No employee shall be severed or lose benefits because of illness. Seniority and vacation entitlements shall continue to accrue during sick leave or extended sick leave. Medical and dental plans, savings plan entitlements and childcare benefits will be maintained.

## **Article 28: Parenting and Extended Parenting Leaves**

1. Parenting Leave:
  - a. This section applies to leave for the birth or legal adoption of a Permanent or Replacement employee's child, whether the employee is the mother or father.
  - b. Paternity: in case of the birth of an employee's child, he shall be entitled to four (4) weeks paternity leave with pay.
  - c. Pregnancy and Parental Leave:

- i. If the employee is eligible for E.I. maternity or adoption benefits, s/he shall be entitled to leave without pay for the duration of the E.I. benefits period. Upon return to work, s/he shall receive a bonus equal to the difference between E.I. benefits and his/her regular wage for the duration of the leave.
    - ii. If the employee is ineligible for E.I. maternity or adoption benefits by reason only of his/her recent work schedule, and has worked for the Employer for more than one year, s/he shall be entitled to leave with reduced pay for time equivalent to the E.I. benefits period. S/he shall receive, for the duration of the leave, pay equivalent to E.I. benefits.
    - iii. In any other case, s/he shall be entitled to four (4) weeks leave with pay.
  - d. The employee shall be reinstated in his/her former position, with the option of temporarily reduced hours, at the employee's request.
  - e. No employee shall be severed or lose benefits because of parenting leave. Seniority, vacation entitlements and sick leave credits shall continue to accrue. Medical and dental plans, savings plan entitlements and childcare benefits will be maintained.
2. Extended Parenting Leave:
- a. Definition: Upon written request to the Staff Liaison Officer, an employee on parenting leave shall be granted up to twelve months extended parenting leave. Such leave shall be without pay.
  - b. Medical and dental plans, savings plan entitlements, and childcare benefits will be maintained. Seniority shall continue to accrue. However, sick leave credits and vacation entitlements shall not continue to accrue.
  - c. Upon return to work, s/he shall receive any back-to-work bonus s/he has earned under section 28.01, and shall be reinstated in his/her former position, or an equivalent position, with the sick leave credits and vacation entitlements s/he has earned prior to the leave.

## **Article 29: Leave of Absence Without Pay**

1. Any employee may apply for and receive a leave of absence without pay for personal reasons other than illness. S/he must give at least one (1) months notice. All leaves are subject to the employer's ability to maintain normal operations. Approval for such leave will not be unreasonably denied.
2. The Employer shall respond to requests for such leave in writing. If leave is denied, the reasons for such denial shall be provided in writing.
3. Student Employees:
  - a. Student employees shall receive one leave of absence without pay for up to one semester per one year term of employment to a maximum of five leaves. The employee must notify the Employer in writing of the request for leave one month prior to such leave. Student employees may apply for additional leave as per Article 29.1.
  - b. Sixth and subsequent leaves may be granted at the discretion of the Employer on the basis of one or more of the following criteria:
    - i. Academic requirements.
    - ii. Personal or family emergencies
    - iii. Illness or accident related conditions
    - iv. Extenuating circumstances not listed above which are mutually agreed
4. Continuation of Benefits: Such leave shall not affect any parenting entitlements, sick leave credits, vacation and savings plan entitlements, or seniority that has accumulated before the leave. However, vacation entitlements, sick leave credits and seniority shall not accumulate during such leave. Medical, dental, and other insurance coverage under this Agreement shall continue if the employee pays the full premium for such coverage.

### **Article 30: Return to Work**

Except as where otherwise specified in this Agreement, an employee on a leave of absence of ninety (90) days or more shall give one month's notice of intention to return to work or shall apply for an extension.

### **Article 31: Childcare Benefits**

1. Childcare Costs: The Employer shall pay seventy-five percent (75%) of all Permanent full-time employees' childcare costs. Permanent part-time

- employees shall receive an equivalent allowance on a pro-rated basis. Parents of the child in care, as well as hired child care workers, shall be considered as workers eligible for such payments. Childcare charges eligible for subsidy shall be no greater than the current SFU daycare rates for equivalent care.
2. Duty Shifts: Permanent employees who have children enrolled in parent-participation daycare centres shall be allowed up to one-half day off with pay per month for duty shifts.
  3. Substitute Care: The Employer shall reimburse an amount of up to \$4.00 an hour for an employee who is a parent who incurs a cost for substitute care when required to work outside of his/her regular work day as defined in Article 42.
  4. Application for reimbursement under this section shall include the receipt for childcare charges.

### **Article 32: Medical and Dental Plans**

1. All Permanent employees shall be eligible to participate in the Medical, Dental, Extended Health and Semi-Private Hospital care plans, upon the completion of any waiting periods imposed by such plans. The Employer shall pay 100% of the monthly contributions to these plans. An Optical Plan is to be implemented to provide employees with a maximum benefit of \$400.00 every two years.  
  
Minimum coverage for Dental Plan shall be Plan A-100%; Plan B-80%; and Plan C-50%.
2. Long Term Disability: Upon request of the Union, the Employer will administer a Long Term disability plan for permanent and replacement employees. The cost of premiums is to be paid by the Employees.
3. No Changes: No changes shall be made to existing coverage except by mutual agreement.
4. Term Employees and Student Employees: Term Employees and Student Employees shall be entitled to opt into these plans in their second semester of employment, provided they pay one-half the cost of these plans.
5. Absences: If an employee is absent because of illness, accident, parenting, layoff or disability, the Employer shall contribute to the above plans for up to two years. For the remainder of a longer such absence, or

for the whole of any other type of absence, the employee may pay the full premiums through the Employer.

### **Article 33: RRSP in Lieu of Pension**

1. The Employer will match any contributions made by a Permanent employee to a Registered Retirement Savings Plan:
    - Before September 1, 2007: to a maximum of \$80.00 per month
    - Effective September 1, 2007: to a maximum of \$80.00 per month or 2.5% of regular gross earnings, whichever is greater.
    - Effective August 31, 2009, to a maximum of \$80.00 per month or 3% of regular gross earnings, whichever is greater.
  - a. The employee shall submit, upon request, documentation certifying his/her participation in the plan.
  - b. If an employee ceases to contribute to the plan, or withdraws from it, the Employer shall not contribute to the plan until the employee resumes payments.
2. Student employees are eligible to opt into the plan after one semester of employment.

### **Article 34: Seniority**

1. Definition: Within each classification, seniority is defined as the length of continuous employment with the Employer, calculated from date of hiring, including time spent on the recall list, or on certain types of leave as outlined below.
2. Use: Seniority shall be used in determining preference for such decisions as transfer, layoff, recall, vacation scheduling, semester time off, allocation of unscheduled hours, etc.
3. Seniority Lists: The Union shall maintain a Permanent Employees' Seniority List and a Student Employees' Seniority List, showing the hiring date for each employee within the classification, and the total amount of time if any s/he has spent on any leave listed in Section 34.5 below. In January of each year, the seniority lists shall be sent to the Employer and a copy of each shall be posted on the Union bulletin board.
4. Accrual of Seniority: Seniority shall continue to accrue for any employees on the following types of leave:

- 18.6 Leave for a compensatable injury,
  - 25 Special Leave (except as noted in section 5 below),
  - 26 Employee Education and Development Leave,
  - 23 Vacation,
  - 27 Sick Leave and Extended Sick Leave
  - 28 Parenting Leave and Extended Parenting Leave
5. Maintenance of Seniority: Seniority shall remain at its achieved level for employees on the following types of leave:
- 10.3 Leave to hold public office or Union position,
  - 29 Leave of Absence Without Pay (including that for Student Employees)
6. Loss of Seniority: An employee shall lose seniority only when:
- a. voluntarily terminated;
  - b. discharged and not reinstated under the terms of Article 40.3; or
  - c. laid off and not recalled after two years on the recall list under Article 37.

### **Article 35: Creating New Positions**

- 1.
- a. The Employer shall maintain a minimum of thirteen (13) Permanent staff positions for the duration of this Collective Agreement. With the exception of the thirteen (13) Permanent positions, bargaining unit jobs that can be done by students shall be given to Simon Fraser University students on a priority basis.
  - b. The employer shall maintain the above at a level of twelve point four (12.4) full time equivalency positions, where one full time equivalency is equal to thirty-five (35) hours per week. Any disagreement regarding proposals by the Employer regarding the ratio of full and part-time positions may be referred to a Working Conditions process for discussion.
  - c. Any reduction in hours of work for these positions shall be in accordance with Article 37.
  - d. This table shows the current listing of Permanent positions and their job titles:

- Financial Coordinator
- Retail Services Coordinator
- General Office Coordinator
- Ombudsperson
- Resource Coordinator-Communications
- Resource Coordinator-Research & Policy
- Student Union Organizer
- Graduate Issues & University Relations Coordinator
- Women's Centre Coordinator
- Out on Campus Coordinator
- Benefit Plan Coordinator

e. Should the Graduate Benefit Plan terminate, the Benefit Plan Coordinator position will be eliminated, and the Coordinator will be entitled to severance pay and benefits under Article 39. This will occur without the requirement of 2 Permanent positions being laid off.

The table below does not prevent the Employer from reorganizing the workplace, or from changing the duties and or titles of these positions in accordance with Article 5.

Financial Coordinator	1x35 1x35
Retail Services Coordinator	1x35 1x28
General Office Coordinator	1x35 1x28
Ombudsperson	1x35
Resource Coordinator-Communications	1x35
Resource Coordinator-Research and Policy	1x35
Student Union Organizer	1x35
Graduate Issues and University Relations Coordinator	1x35
Women's Centre Coordinator	1x28
Out On Campus Coordinator	1x28
Benefit Plan Coordinator*	1x28
Float	1x7
	<b>12.4 FTE 434 hours 13 Permanent</b>

\*Does not count toward total hours, FTE, or permanent positions.

2. No new Union positions shall be created which change the self-supervisory and cooperative nature of the workplace. The Employer reserves the right to create non-union supervisory positions, including a

General Manager position, provided such positions are excluded and do not perform the work of the bargaining unit, except in cases of emergency.

### **Article 36: Hiring and Transfer**

Preamble: The Employer acknowledges the participation of the members and employees of the Simon Fraser Student Society in the organizational decision making structure. The Employer agrees that all employment advertisements shall contain the following: "The Simon Fraser Student Society is an equal opportunity employer".

1. Filling Vacant Positions:
  - a. The Employer agrees to fill any required Permanent, Student, or Temporary position vacancies within six (6) weeks of receiving notice that the position will become vacant. A Hiring Committee, comprised of two (2) representatives from the Employer and two (2) representatives from the Union, shall be constituted for this purpose and each party shall be represented equally with votes of equal value. The committee alone shall be responsible for resolving any deadlocks.
  - b. Internal employment notices for Permanent, Student and Temporary positions shall be kept up to date and on file with the Employer and the Union. Upon receiving notice that a position will become vacant, the Staff Liaison Officer shall immediately post the internal employment notice.
2. Transfer:
  - a. Existing employees may transfer to a vacant position in the same classification upon receipt of a majority recommendation of the Hiring Committee. The Hiring Committee shall not approve an application for transfer of an employee who has already transferred once in the previous 12 months. The Hiring Committee may waive this requirement to address a particular workplace circumstance.
  - b. These positions shall be advertised internally and any employee may transfer to a vacant position within the same classification provided that she/he possesses the skills, knowledge and ability to perform the necessary job functions as determined by the Hiring Committee, based on the job description. In the event that the Hiring Committee receives two (2) or more applications from employees that meet the requirements, then the employee with the greatest seniority shall be the successful applicant.

- c. When transferred or recalled to a new position, an employee will be placed on a Trial period for up to ninety (90) calendar days. If the employee finds the position unsatisfactory, or, as determined by the Hiring Committee for the position is unable to meet the requirements of the position, she/he will return to her/his former position, or be placed on the recall list if her/his previous position has been discontinued. If, because of this situation, another employee was recalled to fill the employee's previous position, then she/he will be returned to the recall list.
  - d. An employee who wishes to transfer or recall to a vacant position within the same classification shall indicate so, in writing, to the Hiring Committee within five (5) working days of the first advertisement. The employee shall have an additional five (5) working days to submit their formal written application.
  - e. If no application to transfer or recall is received, or if no suitable internal applicant is found for any vacant position, as determined by the Hiring Committee, the position shall be advertised externally. Upon mutual agreement, advertisements for vacant positions may be simultaneously posted internally and externally. In such cases the Hiring Committee will give first consideration to all internal applicants.
3. Preference will be shown to internal candidates that meet the requirements of the position.
4. No representative may continue to sit on a Hiring Committee when a family member has submitted an application. In such a case, another representative shall be substituted. Hiring Committee members shall be obligated to declare any other potential conflict of interest to the committee when they become aware of it, for discussion and resolution within the committee.
5. If the Employer determines that Emergency Relief Employees are needed, a Staff Liaison Officer and the Shop Steward shall jointly hire such employees for a period no longer than sixty (60) days. Emergency hirings must be confined to situations resulting from unexpected resignations, vacations, emergency leave, illness, bereavement leave or other special leave as defined in Article 25.
6. Hiring Committees will report the results of their decisions to the Board of Directors.

## Article 37: Layoff & Recall

1. Layoff:
  - a. Definition: A layoff is defined as a reduction in the work force or a reduction in the hours of work as defined in this Agreement for Permanent employee classifications. Student, Term and Temporary employees shall only be considered as laid off when their position is terminated. There shall be no reduction in the work force without a corresponding reduction in work required.
  - b. Working Conditions: If a reduction of staff or hours is under consideration the Employer shall call a Working Conditions meeting to discuss the proposed layoff, and to determine if other means can be found to avoid a layoff. The Employer shall give notice to the Union of the date of layoff.
2. Notice of Layoff:
  - a. The Employer will provide three (3) months notice for the layoff of any Permanent or Student employee position. Required notice for any other layoff shall be one (1) month, or to the conclusion of their period of employment, whichever is less.
  - b. Pay in lieu of notice may be given at the discretion of the Employer.
  - c. Each laid off employee shall receive all vacation entitlements and salary due to the date of layoff.
3. Layoff Order & Displacement: Employees shall be laid off in reverse order of their seniority as defined in Article 34. This shall not prevent layoff by position based on a reduction of work.
  - a. A Permanent or Student employee who is laid off shall have the right to displace, or "bump", any employee in the same classification with less seniority, and so on, provided that s/he possesses the skills, knowledge and ability to perform the necessary job functions, based on the job description. A decision to bump by an employee must be made in writing to the Employer within two (2) weeks of being notified of the layoff.
  - b. The laid off employee shall be given a reasonable trial period in any new position into which s/he bumps. If the employee finds the position unsatisfactory or is unable to meet the requirements of the position s/he will be returned to the appropriate recall list.

4. Recall Lists:
  - a. The Employer shall maintain two (2) recall lists: one for Permanent employees and one for Student/Term employees, and shall make these lists available to the Union.
  - b. Permanent employees shall remain on the recall list for two (2) years.
  - c. Student employees shall remain on the recall list for three (3) semesters.
  - d. Employees on the recall lists shall be listed and recalled in order of seniority, provided that they possess the skills, knowledge and ability, based on the job description, to perform the necessary job functions.
5. A Permanent or Student employee who is to be terminated by the layoff process and is unwilling or unable to bump shall be laid off and placed on the appropriate recall list.
6. The Employer agrees that no new employees shall be hired into bargaining unit positions unless the appropriate recall list is empty, or all employees on the recall list have declined the position, or have been found unsuitable by the Hiring Committee pursuant to Article 36.
7. Notice of recall shall be by telephone, or if unsuccessful, by registered mail to the last known address of the employee. A copy shall be sent to the Union.

### **Article 38: Probation Period**

1. Duration: The probation period of all employees, including Student and Temporary employees, shall be ninety (90) calendar days, commencing the first day of his/her employment. The Employer may extend an employees' probationary period by up to sixty days, upon agreement of the Employer and the Union. Such agreement will not be unreasonably withheld. Where the reasons for the extension relate to the performance of the employee, the Employer shall inform the employee in writing of the conditions that need to be met for continued employment. The Shop Steward or a Union representative shall be present at all reviews. In the case where the term of employment is less than 90 calendar days, the two written reviews will occur approximately mid-way through the term of employment and at the three-quarters point of the term of employment.

2. Rights of a Probationary Employee: During the probationary period, an employee shall be entitled to the rights, privileges, wages, and benefits of the corresponding non-probationary employee, as specified in this Agreement.
3. The probationary employee shall be subject to two written reviews before the end of the probation period, conducted by the members of the Hiring Committee which was responsible for hiring the probationary employee. The first review will take place approximately mid-way through the probationary period. The second review shall take place approximately one week prior to the end of the probationary period. These reviews will evaluate the performance of the employee with respect to the duties, responsibilities, and desired qualifications listed in the initial employment notice. The Committee may, by mutual agreement, call in a consultant to assist in technical matters.
  - a. Based on the results of the final review, the Committee shall determine whether the employee has successfully completed the probationary period. The majority recommendation of the Committee shall be forwarded to the Employer or its designate for a decision.
  - b. At the conclusion of each review, members of the Hiring Committee shall discuss and explain their conclusions with the employee. This discussion shall be in the presence of the Shop Steward or designated Union representative. The Staff Liaison Officer shall have the right to attend.
  - c. Written notification of the results of the final review shall be presented to the employee and the Shop Steward within 7 days following the review.
  - d. The Union and the Employer may substitute their members on the Hiring Committee by mutual agreement.
  - e. In the event that either review is not carried out, the probationary employee shall be deemed to have successfully completed the probationary period and shall be automatically reclassified to "Permanent", "Replacement", "Student", or "Temporary" status as hired, at the expiration of the probationary period.

### **Article 39: Limited Security of Employment**

All employees shall be entitled to security of employment as follows:

1. Dissolution, Re-organization: In the event of dissolution of the Student Society, with no simultaneous creation of a similar group with similar objects; or in the event of re-organization of the Student Society requiring the termination of two (2) or more Permanent employees,
  - a. All terminated Permanent employees shall receive severance pay equivalent to four (4) months' wages and one (1) year's benefits.
  - b. Terminated Permanent employees with more than one (1) year of employment with the Student Society shall receive an additional amount of one week's wages and benefits for each continuous year they have worked for the Student Society.
  - c. Terminated Student and Temporary employees shall receive severance pay equivalent to the balance of their scheduled hours for the semester.
2. Merger: In the event of merger with any other body, the Employer agrees to undertake to ensure that:
  - a. Employees shall be credited with all seniority rights, vacation credits, sick leave credits, and all other benefits, with the new employer.
  - b. All work and service presently performed by members of the Union shall continue to be performed by CUPE members with the new employer.
  - c. Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employer.
  - d. No employee shall suffer a loss of employment as a result of the merger.

#### **Article 40: Discipline/Discharge**

Preamble: The Employer and the Union recognize the importance of, and agree to maintain confidentiality, timeliness, and reasonableness in dealing with matters of discipline and discharge.

1. For Just Cause:

The Employer may discipline an employee for just cause. Such discipline shall be applied according to the principles of progressive discipline. The Employer may only take disciplinary action within thirty (30) working days of becoming aware of the incident(s) in question (subject to extension by mutual agreement between the Staff Liaison Officer and the Shop Steward), and such discipline shall be subject to the following procedure:

- a. The Employer may give a verbal warning. In such cases the Employee will be notified of the verbal warning. The Employer may keep and rely upon a written record of such warnings, provided that the employee receives a copy when the verbal warning is issued. Such records will not constitute part of the employees personnel file. The Union will not receive copies of verbal warning confirmations.
  - b. An employee is entitled, prior to the imposition of any form of discipline, including discharge, to be notified at a meeting, in the presence of his/her Union representative, of the reasons for considering such action.
  - c. An Employee must be notified in writing, (and a copy forwarded to the Union) of the grounds for each and every form of disciplinary action and/or discharge.
  - d. An employee shall, upon request, have her/his Steward present at any discussion with the Employer which the employee believes might be the basis of disciplinary action.
2. If, in the twelve (12) months after the issuance of a disciplinary letter, no further disciplinary action is recorded against the employee, the disciplinary letter shall automatically be removed from the employee's record and may not be held against him/her thereafter.
  3. Reinstatement for Just Cause:  

If, as a result of the Grievance Procedure, it is found that an employee has been discharged for unjust cause, that employee will be reinstated to his/her former position, with no loss of seniority, or benefits, and compensation for all time lost retroactive to the date of discharge.
  4. In case of discharge or resignation, the employee shall receive all vacation entitlements and salary due to the date of termination.
  5. Dismissal for Cause: An employee shall only be dismissed for cause following a majority vote of the Board of Directors, upon receipt of a

recommendation of the Labour Committee. Such dismissals are subject to the grievance procedure.

## **Article 41: Adjustment of Complaints**

1. Definition: For the purpose of this Agreement, "grievance" shall mean any difference or dispute arising between the Parties to this Agreement, concerning the interpretation, application, administration, operation or alleged violation of this Collective Agreement, whether between the Employer and any employees bound by this Agreement, or between the Employer and the Union, including whether or not any issue is arbitrable.
2. Types of Grievance:
  - a. Individual Grievance: A grievance whether initiated by an individual employee or by the Union that is confined in scope to a particular employee.
  - b. Group Grievance: Where the matter is of concern to a group of employees or where several individual grievances, after being consolidated at some stage, are brought forward as one grievance.
  - c. Policy Grievance: Where either Party disputes the general application, interpretation, or alleged violation of an Article of this Agreement, where the matter of concern is not specifically confined in scope to any particular employee.
  - d. Union Grievance: Where the matter is of specific concern to the Union.
3. Grievance Procedure for Individual Grievances:
  - a. **Step 1: Working Conditions Meeting:** An employee who has a grievance shall go to the Staff Liaison Officer within thirty (30) calendar days from the date on which the Union becomes aware of the alleged incident(s) which gave rise to the complaint. The thirty (30) day limit shall be subject to extension by mutual agreement between the Staff Liaison Officer and the Shop Steward). The employee must be accompanied by his/her Steward or a representative of the Union. The Staff Liaison Officer shall be given an opportunity to answer the complaint verbally. The Parties involved shall be given a maximum of three (3) working days to solve the grievance through a working conditions meeting. At the end of 3 working days the SLO shall respond within one working day in writing (regardless if the grievance is resolved, or if it is not resolved.)

**Step 2:** Chairperson of the Labour Committee: If the grievance is not satisfactorily resolved in Step 1 above, the Union shall submit two (2) copies of the grievance in writing to the Labour Committee Chairperson within 14 calendar days of the response in Step 1.

In the case of Group and Policy grievances, within 30 calendar days from the date on which the Union becomes aware of the alleged incident(s) which gave rise to the complaint, the Union shall submit 2 copies of the grievance to the Labour Committee Chairperson.

The Labour Committee Chairperson has 7 calendar days from the date on which the grievance was submitted to the Labour Committee to convene a meeting between the Grievance Committee and the Labour Committee. Both groups have 14 calendar days from the receipt of the grievance by the Labour Committee Chair to resolve the grievance. Meetings between the parties at this stage are desirable. The Labour Committee chair will give their written answer to the Union within the 14 calendar days. More meetings are possible at this stage by mutual agreement.

**Step 3:** In the event that no settlement of the grievance is reached at Step 2, then either Party may, within five (5) working days following the expiry of the fourteen days set out in Step two above, signify in writing to the other party of the failure to agree and provide written notice of intention to refer the grievance to arbitration procedure as set out in section 41.4 of this Collective Agreement.

4. Arbitration:

- a. The Grievance Committee and the Labour Committee shall meet immediately upon the signing of this Agreement to agree upon a list of impartial arbitrators. If the two committees are unable to agree on a list within three (3) weeks of the signing of this Agreement, they shall request the Minister of Labour to supply a list. In either case, the list shall be composed equally of men and women. The arbitrators shall serve on a rotating basis.
- b. The arbitrator is to be governed by the following provisions:
  - i. The arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the Parties and upon any employee or Employer affected by it.
  - ii. Each of the Parties shall pay one-half (1/2) of the expenses of the arbitrator.

- iii. The arbitrator shall determine his/her own procedures, but shall give full opportunity to all Parties to present evidence and make representations.
  - iv. The arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.
  - v. The Parties and the arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of the grievance.
  - vi. The arbitrator shall have the power to amend a grievance, modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.
  - vii. The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.
5. The time limits prescribed for the performance of any act in the grievance procedure may be extended by mutual consent.
  6. An employee shall be permitted the necessary time off without loss of pay or benefits to attend to the adjustment of a grievance and may be present at any stage in the grievance procedure if so requested by either Party.
  7. The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

## **Article 42: Hours of Work**

1. Permanent and Replacement Employees:
  - a. Number of Hours: For all full-time Employees the work week shall be thirty-five (35) hours. The normal working day shall be seven (7) hours not including meal periods.
  - b. Part-Time Hours Supplement: A permanent part-time employee may apply to the Employer to supplement his/her hours to a maximum of thirty-five (35) total hours worked per week. Applications are subject to Staff Liaison Officer approval. The Staff

Liaison Officer will provide the Shop Steward with copies of applications.

- c. Scheduling of Hours: Employees will normally schedule their work between the hours of 7:30 a.m. and 5:30 p.m., Monday to Friday. However, an employee may, by mutual agreement between the Union and the Employer, choose to schedule his/her work outside of the normal hours. No employee shall be penalized for not choosing to do so, except as noted in Article 42.01 (d).
- d. The Resource Coordinator and Staff Representative to the Board of Directors must schedule their hours to include Board of Directors meetings.
- e. Maintenance of Services: The Union recognizes that every effort will be made to ensure that each service area is adequately staffed during the regular hours of its operations as established by the Executive Committee, Finance & Administrative Services Committee, and Commercial Services Committee. The Employer recognizes that due to extenuating circumstances or planned absences, this may not be possible.
- f. Employees are permitted to adjust their hours of work for up to two hours per day in order to accommodate Society work, committee meetings, etc. without the need to memo the Internal Relations Officer. The two hour adjustment will not result in overtime.
- g. Travel and Meeting Time
  - i. Where travel is required for employees to attend meetings, workshops, caucuses, conventions and other events as approved by the Employer, including meetings of all components, caucuses and committees of organizations to which the Student Society belongs or to which it sends representatives, all hours spent traveling to and from the destination shall be considered time worked. Travel time in excess of an Employee's regular work day shall be recompensed on an hour for hour basis as time off.
  - ii. Attendance at meetings, workshops, conventions and other events as approved by the Employer shall be considered time worked.
  - iii. Unless mutually agreed between the Employer and the employee, employees shall not be required to attend

meetings, workshops, conventions and other events in excess of seven (7) hours/day.

- iv. Employees shall be given a per diem of \$35 per day, without receipts for each day spent traveling to and in attendance at meetings, workshops, conventions and other events as approved by the Employer where lunch and dinner are not provided, and \$20 per day when meals are provided, including events sponsored by organizations to which the Student Society belongs or to which it sends representatives.
- v. The Employer will advance an amount for anticipated expenses and per diems upon request.
- vi. The Employer shall cover the employee's cost of making direct or collect long distance telephone calls to their place of residence, and/or to spouse, partner, or children, to a maximum of fifteen minutes per day when an employee is working or traveling outside the Lower Mainland for greater than a seven hour period. Employees incurring costs for call placement shall be reimbursed upon presentation of a credit card or telephone service provider's statement.
- vii. The Employer shall cover the employee's cost of making direct or collect long distance telephone calls to the Employer or to their place of work when an employee is working or traveling outside the Lower Mainland in order to report to the Employer or make relevant requests for information or assistance as necessary to the delivery of their work responsibilities. Employees incurring costs for call placement shall be reimbursed upon presentation of a credit card or phone service provider's statement.

2. Student Employees:

- a. The scheduling of Student employee shifts shall occur on a monthly basis taking into account operational needs.
- b. All Student employees shall be required to submit their personal availability for the upcoming semester no later than thirty (30) days prior to the commencement of each semester.

Student employees may, based on extenuating circumstances, request to amend their availability once during the course of any given semester for specific, one-time purposes. Such requests must be submitted in writing to the Staff Liaison Officer no later than two (2) weeks prior to the beginning

of the monthly schedule period in which the amendment is desired. The Employer shall give reasonable consideration to such requests, based on overall availability and operational needs. Should the Employer be unable to accommodate such requests, Student employees shall be expected to maintain their initial availability.

- c.
  - i. All Student employees shall be allocated, on a fair and equitable basis, shifts based on operational needs, individual availability and seniority. The allocation will commence by providing, on a single rotational basis, two (2) shifts per week per employee, based on operational needs and individual availability and seniority.
  - ii. Every employee in her/his first year of employment shall receive a minimum of eight (8) scheduled hours of work per week, provided s/he has provided a minimum of sixteen (16) hours per week of availability to the Employer.
  - iii. Every employee in her/his second or subsequent year of employment shall receive a minimum of eight (8) scheduled hours of work per week, provided s/he has provided a minimum of sixteen (16) hours per week of availability to the Employer or a minimum of twelve (12) scheduled hours of work per week, provided s/he has provided a minimum of twenty (20) hours per week of availability to the Employer.
  - iv. If the Employer is unable to maintain two (2) shifts per week per employee, the matter will be discussed with the Union in an effort to maintain the two shift minimum. If no resolution can be found, the employer may reduce the available shifts on a fair and equitable basis.
- d. All remaining shifts available following the initial scheduling shall be assigned based on seniority and existing availability starting with the most senior qualified Student employee.
- e. Should the Employer cancel a shift for operational reasons, then the Employer will attempt to make up such shift(s) during the current or next two (2) scheduling periods.
- f. The Employer shall make and post the monthly schedule no later than ten calendar days prior to the date on which the schedule is to take effect.

- g. It is understood that scheduled hours beyond those guaranteed in Article 42.2 (c) do not constitute any guarantee of hours of employment or pay. Student employees shall not work more than thirty-five (35) hours per week, in any capacity or combination of capacities.
  
- 3. Temporary Employees: A Temporary employee shall work the hours and schedule specified in his/her job description, or as determined jointly with his/her supervisor. The scheduling shall be within the normal hours of work for Permanent employees, unless otherwise agreed by the Union and the Staff Liaison Officer.
  
- 4. Meal Period: Any employee working a seven hour day shall be entitled to a daily unpaid lunch period of not less than thirty minutes nor more than one hour.
  
- 5. Relief Periods: Any employee working four consecutive hours is entitled to a 15 minute paid break. Thereafter, for each hour worked, s/he may take a 5 minute paid break. These breaks may be taken at any time the employee chooses.

### **Article 43: Overtime**

- 1. Definition:
  - a. Full-Time Permanent or Replacement Employees: Overtime is that time worked in excess of his/her scheduled work day or work week, as specified in 42.1.
  - b. Part-Time Permanent or Replacement Employees: Overtime is that time worked in excess of 35 hours per week inclusive of any part time hours supplement worked as per Article 42.1.
  
- 2. Overtime Rates: Employees shall be paid at double time for overtime.

3. Mutual Agreement:
  - a. Employer requests for overtime must be made through the Staff Liaison Officer. Except in emergency situations, an employee has the right to refuse such a request, without being subject to disciplinary action for so refusing.
  - b. Employee requests for overtime must be made through the Union. Except in emergency situations, the Staff Liaison Officer must approve such a request beforehand. Emergency overtime must be reported to the Staff Liaison Officer and the Union on the following working day.
4. Time Off in Lieu of Overtime Pay: An employee who works overtime may, in lieu of overtime pay, opt for equivalent time off. S/he must give written notification of this choice to the Staff Liaison Officer within ten (10) working days of working the overtime. S/he shall take the time off at most thirty (30) working days after working the overtime, and at a time mutually agreeable to the employee, the Employer and the Union.
5. Paid Meal Periods: An employee requested to work overtime beyond his/her regular work day shall be allowed a half-hour meal period paid at overtime rates, provided that:
  - a. such overtime is in excess of two hours, and
  - b. not more than one hour has elapsed between the end of his/her regular work day and the start of the overtime.

The meal period may be taken before, during or after the overtime, subject to mutual agreement between the Employer and the employee.

6. Call-in: An employee called in:
  - After completing a regular day's work, or
  - On a regular day off, or
    - During his/her vacation, or
    - More than two (2) hours before the commencement of his/her regular work day,

shall be paid overtime rates for a minimum of four (4) hours. An employee shall have the right to refuse a call-in for the above noted circumstances.

7. Scheduling Provision: An employee required to work overtime beyond his/her regular work day shall be entitled to twelve hours clear between the end of the overtime and the start of his/her next work day. If twelve

hours are not provided, s/he shall be paid at overtime rates for the following day.

8. Overtime Worked on an Office Holiday: An employee who has agreed to work on an Office Holiday shall be paid according to Section 22.05 (Work on Office Holidays) for length of his/her regular working day, and double that rate thereafter.

#### **Article 44: Wages**

1. It is recognized that within each classification (Permanent, Replacement, Student, Temporary), the work of all employees is of equal value. The Employer agrees that within each classification, all employees will be paid an equal hourly wage.

General Wage Increase for Permanent Employees as follows:

2.0% September 1, 2006

2.0% September 1, 2007

1.5% September 1, 2008

2. Permanent and Replacement Employees COLA

Effective the term of this agreement, employees within this group will be paid an hourly wage of \$26.67 (**The wage rate as of September 1, 2007 is calculated as \$26.15 plus a 2.0% general wage increase**). In addition, a quarterly Cost of Living adjustment of this wage rate will occur, based on the latest available StatsCan CPI (Vancouver, all items, not seasonally adjusted).

The quarterly periods consist of:

April, May, June

July, August, September

October, November, December

January, February, March.

The calculation will be based on comparing the current month CPI rate with the previous month's CPI rate and summing the changes of the three months to arrive at the change for the quarter.

In the event of a negative change, there will be no increase for that quarter.

It is understood that there will be a delay in the payment of the COLA because of the CPI publish date, therefore payments for the COLA will occur in the following months:

July

October  
January  
April.

Notwithstanding the above, the maximum cumulative of the COLA increase for each fiscal year is not to exceed 3.5%.

3. Student and Temporary Employees COLA

Effective the term of this agreement, employees within this group will be paid an hourly wage of \$19.14, plus four per-cent (4%) vacation pay, to be calculated and accumulated each pay period, and paid out in full annually, in accordance with Article 22.3 (c), or upon request by the employee. In addition, a quarterly Cost of Living adjustment of this wage rate will occur, based on the latest available StatsCan CPI (Vancouver, all items, not seasonally adjusted).

The quarterly periods consist of:  
April, May, June  
July, August, September  
October, November, December  
January, February, March.

The calculation will be based on comparing the current month CPI rate with the previous month's CPI rate and summing the changes of the three months to arrive at the change for the quarter.

In the event of a negative change, there will be no increase for that quarter.

It is understood that there will be a delay in the payment of the COLA because of the CPI publish date, therefore payments for the COLA will occur in the following months:

July  
October  
January  
April.

Notwithstanding the above, the maximum cumulative of the COLA increase for each fiscal year is not to exceed 3.5%.

4. Pay Period: Employees shall be paid every two weeks.

**Article 45: Duration**

1. This Agreement shall be binding and remain in effect from September 1, 2006 to and including August 31, 2009, and shall be renewed from year to year thereafter unless either Party gives notice to the other Party in writing at least two months prior to the expiry date, that it desires to terminate or amend its provisions.

Where notice to amend this Agreement is given by one Party within the time period required, and where the other Party agrees to enter into negotiations, the provisions of this agreement shall continue in force until:

- a. A new Collective Agreement is signed; or
- b. The commencement of a lockout by the Employer, or a strike by the Union, as defined in the Labour Code of British Columbia.

The Parties agree to specifically exclude the operation of subsections 50 (2) and 50 (3) of the Labour Relations Code of British Columbia.

#### **Article 46: Negotiating the Collective Agreement**

The Union and the Employer will negotiate the Collective Agreement according to the following principles:

1. The negotiation of the Collective Agreement shall be conducted by the Negotiating Committees of the Union and the Employer. These committees shall be authorized by their principals to negotiate and conclude a tentative Collective Agreement for ratification by the principals.
2. The negotiations will be regarded as confidential unless and until the Employer's committee calls for a lock-out vote by the Board of Directors or the Union's committee calls for a strike vote in the bargaining unit.
3. Meetings will be conducted with a quorum of no less than two members of each committee.
4. Meetings shall be scheduled in advance, and each Party shall endeavour to give the other Party no less than 24 hours notice if meeting times are to be changed.
5. Each Party shall notify the other Party, in writing, if there are additions or substitutions to the composition of their committee.
6. When the Parties have agreed upon a contract article, they shall indicate such by having all members present initial the article. Such agreement shall not preclude reopening the article for the following reasons:

- a. Editorial changes (e.g.: improvements to grammar, spelling etc.).
  - b. Changes necessitated because of modifications of related contract articles.
7. Upon conclusion of the negotiations, each committee shall submit the tentative contract to their respective principles for ratification.
8. The SFSS Resource Coordinator shall be entrusted with producing 'clean' or 'final' copies of contract articles. S/he shall make minor corrections in spelling. Changes in grammar or layout shall be referred back to the negotiating committees.

Signatories to the Collective Agreement

This Agreement is signed on the \_\_\_\_\_ day of \_\_\_\_\_

Original Signed for the Union:

Original Signed for the Employer:

\_\_\_\_\_  
Sam Bradd

\_\_\_\_\_  
Derrick Harder

\_\_\_\_\_  
Laurine Harrison

\_\_\_\_\_  
Sean Magee

\_\_\_\_\_  
Anthony Maragna

\_\_\_\_\_  
Chris Sandve