

1. CALL TO ORDER

Call to Order – 4:31 PM

2. TERRITORIAL ACKNOWLEDGMENT

We respectfully acknowledge that the SFSS is located on the traditional, unceded territories of the Coast Salish peoples, including the x^wməθk^wəyəm (Musqueam), Sk̓w̓x̓wú7mesh Úxwumixw (Squamish), Sel̓íl̓wítulh (Tsleil-Waututh), k^wík^wəłəm (Kwikwetlem) and q̓ícəy̓ (Katzie) Nations. Unceded means that these territories have never been handed over, sold, or given up by these nations, and we are currently situated on occupied territories.

3. ROLL CALL OF ATTENDANCE

3.1 Council Composition

Student Union Representatives

Applied Science.....	<i>Vacant</i>
Archeology	Damon Tarrant
Art, Performance, and Cinema Studies	<i>Vacant</i>
Asia Canada Studies	<i>Vacant</i>
Bachelor of Environment	Tiana Andjelic
Behavioral Neuroscience.....	Aarthi Srinivasan
Biology	Nicolas Bonilla
Biomedical Physiology & Kinesiology	Kashish Mehta
Business	<i>Vacant</i>
Chemistry	Gwen Bui
Cognitive Science	Joanna Cheong
Communications.....	Ashran Bharosha
Computing Science.....	Ryan Vansickle
Criminology.....	Charlotte Taylor-Baer
Dance	<i>Vacant</i>
Data Science Student Union.....	Warren Ho Kin
Earth Science	<i>Vacant</i>
Economics	Mahindhar Kumar
Education	Jihye (Jin) Choi
Engineering Science	Sarah Raisuddin
English.....	Liz Giardin
Environmental Science	Chloe Homenuke
Faculty of Applied Science	<i>Vacant</i>
Faculty of Communications, Arts and Technology (FCAC)	<i>Vacant</i>
Film Student Union	Amélia Simard
Fine and Performing Arts.....	<i>Vacant</i>
French	Kylee Pocrnich
Gender, Sexuality, and Women's Studies (<i>Vice Chair</i>).....	Devynn Butterworth
Geography	Monikka Tayag

Gerontology Student Union.....	<i>Vacant</i>
Global Asia Studies Student Union.....	Eunice Kwok
Health Science.....	Jocelle Refol
History.....	Alan Saunderson
Humanities.....	<i>Vacant</i>
Indigenous Studies Student Union (ISSU).....	Estephanie Henriquez
Interactive Arts and Technology (IAT).....	Jeremy Felix
International Studies Student Association (ISSA).....	Deanna Short
Labour Studies.....	Justin Chen
Latin American Studies.....	<i>Vacant</i>
Linguistics.....	Micaela Bilot
Mathematics.....	Ben Tischler
Mechatronics System Engineering.....	Ryley McWilliams
Molecular Biology & Biochemistry (MBB).....	Avneet Kaur
Music Student Union.....	<i>Vacant</i>
Operations Research.....	Ashutosh Dubal
Performing Arts.....	<i>Vacant</i>
Philosophy.....	Tony Yu
Physics.....	Graham Rich
Political Science.....	Abhishek Parmar
Psychology.....	Tiffany Liu
Public Policy.....	<i>Vacant</i>
Science Undergraduate Society (SUS).....	Zaid Lari
Semester in Dialogue.....	<i>Vacant</i>
Society of Arts and Social Sciences (SASS).....	Akum Sidhu
Sociology and Anthropology.....	Kayla Chow
Software Systems.....	Shashank Thanalapati
Statistics and Actuarial Science (SASSA).....	Stephanie Chung
Sustainable Community Development.....	<i>Vacant</i>
Sustainable Energy Engineering Student Society.....	Mohammad Al-Sheboul
Theatre Student Union.....	Samantha Walters
Visual Arts.....	<i>Vacant</i>
World Literature.....	Sara Aristizabal Castaneda

Constituency Group Representatives

Disability and Neurodiversity Alliance (DNA).....	<i>Vacant Vivian</i>
First Nations Students Association (FNSA).....	Keianna James
International Student Advocates.....	Quynh Chi Bui
Out on Campus Collective (OOC).....	<i>Vacant</i>
Students of Caribbean & African Ancestry (SOCA).....	Linda Kanyamuna
Women Centre Collective (WCC).....	<i>Vacant</i>

Affiliated Student Groups

Residence Hall's Association (RHA).....	<i>Vacant</i>
Student Athlete Advisory Committee (SAAC).....	Paul Ursu

SFSS Executive Committee

President (<i>Chair</i>)	Gabe Liosis
VP Internal and Organizational Development	Corbett Gildersleve
VP Finance and Services	Almas Phangura
VP University and Academic Affairs	Serena Bains
VP External and Community Affairs	Matthew Provost
VP Equity and Sustainability	Marie Haddad
VP Events and Student Affairs	Jess Dela Cruz

3.2 Society Staff

Administrative Assistant	Christina Kachkarova
Board Organizer	Emmanuela Droko
Communications Coordinator	Ilham Benttahir
Operations Organizer	Ayesha Khan
Policy Research and Campaign Coordinator	Beaty Omboga

3.3 Council Alternates

First Nations Students Association (FNSA)	Kali Stierle
Students of Caribbean & African Ancestry (SOCA)	Balqees Jama
Theatre Student Union	Claire Brown

3.4 Regrets

Film Student Union	Amélia Simard
Theatre Student Union	Samantha Walters

3.5 Leave of Absence

International Studies Student Association (ISSA)	Deanna Short
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3.6 Absents

Cognitive Science	Joanna Cheong
Geography	Monikka Tayag
Global Asia Studies Student Union	Eunice Kwok
Labour Studies	Justin Chen
Linguistics	Micaela Bilot
Statistics and Actuarial Science (SASSA)	Stephanie Chung
Students of Caribbean & African Ancestry (SOCA)	Linda Kanyamuna

3.7 Guests

Auditor	Gary Wozny
Auditor	Pamela Felix
DNA Executive	Vivian Ly

4. CONSENT AGENDA

4.1 CONSENT AGENDA

Be it resolved to adopt the consent agenda by unanimous consent.

CARRIED UNANIMOUSLY

**4.1.1.MATTERS ARISING FROM THE MINUTES-Council Minutes-MOTION
COUNCIL 2021-09-29:01**

Be it resolved to receive and file the following minutes:

- Council 2021-09-15

**4.1.2.MATTERS ARISING FROM THE MINUTES-Committee Minutes-MOTION
COUNCIL 2021-09-29:02**

Be it resolved to receive and file the following minutes:

- ECA 2021-09-07
- EXEC 2021-09-07
- FYEC 2021-08-06
- OCEO 2021-07-27
- OCEO 2021-08-03
- OCEO 2021-08-17

5. ADOPTION OF THE AGENDA

5.1 MOTION COUNCIL 2021-09-29:03

Corbett/Almas

Be it resolved to adopt the agenda as presented.

CARRIED UNANIMOUSLY

- Amended to include Section 6. Ratification of Regrets
- Amended to include New Business Item 11.5 SUB Furnishings - SOCA, DNA, and FNSA
- Amended to include In-Camera Item 9.3 Follow-Up on Online Thread.
- Amended to remove New Business Item 11.2 ANNUAL GENERAL MEETING AGENDA ITEM: BY-LAW HOUSEKEEPING PROPOSAL and replace with New Business Item 11.2 ANNUAL GENERAL MEETING AGENDA ITEM: BY-LAW HOUSEKEEPING PROPOSAL.

6. RATIFICATION OF REGRETS

6.1 MOTION COUNCIL 2021-09-29:04

Kashish/Corbett

Be it resolved to ratify regrets from Amélia Simard and Samantha Walters.

CARRIED UNANIMOUSLY

7. PRESENTATIONS

7.1 Draft Statement presentation and Q/A Session

SUBMITTED BY: Almas Phangura “VP Finance and Services”

- VP Finance and Services explained that the Draft Statement presented by Gary Wozny and

Pamela Felix needed to be approved by Council to be presented to the AGM.

- Gary Wozny went through the Draft Statement. He explained that the SFSS follows Fund Accounting, which is routine in non-for-profits as well as other significant accounting policies used by the SFSS and that since the SFSS is not a registered charity, it cannot issue donation receipts. In this structure, funds represent important categories, and must have purposes, like General Fund, Capital Asset Fund, Build SFU Fund, Space Expansion Fund, Undergraduate Health Plan Fund, First Nations Students Fund, and Accessibility Fund as shown on the Draft Statement shared during the Council meeting. In terms of overall total fund balances, Gary Wozny explained that the SFSS was in a good financial position with a total of 71.5 million in assets, and a total of 38.4 million in liabilities. He highlighted that the equity had gone up from 25.7 million in 2020 to 33.0 million for 2021.
- In terms of revenue streams, Gary Wozny explained that while they were affected by the pandemic, there was little significant change. He reiterated that it had been a strong year, financially, for the organization and encouraged Councillors to read through the Draft Statement.
- Gary Wozny explained that according to the lease term for the Student Union Building, which was effective from October 15th, 2020, the SFSS had a 50-year lease term with two 10-year renewal periods. He explained that the SFSS agreed to pay \$300 000 to SFU annually which would be placed into a Major Repair and Replacement Fund during the term of the lease which would be help by the University in a interest bearing account and would be paid out to fund repairs and replacements.
- Gary Wozny highlighted that the cost associated with the SFSS's Stadium Project Contribution Agreement would be included in the next fiscal year and would be substantial since it would be recorded as an expense. He mentioned that this would be considered a donation or a contribution as the SFSS does not have the same interest in the stadium as it does in the SUB. This donation or contribution will be paid over a 10-year period. He suggested making the SFSS's banker aware of this so that it would not be a concern.
- Gary Wozny reviewed the Related Party Transactions which included the stipends of Executives, Past Board Members, and Council Members.
- Overall, Gary Wozny explained that the independent auditors report was clear and qualified and that the Auditors were able to perform the audit properly, receiving proper audit evidence and that the audit was done in accordance with the Canadian accounting standard for non-for-profit organizations.
- In response to a question from VPIOD about amortization, Gary Wozny explained that while the life of the SUB is unknown, it is estimated to have a life of 30-40 years but will likely last for 60-70 years. He explained that if there is new information that comes to light about the lifetime of the SUB that results in changes to the estimated useful life of the SUB, there can be changes. He added that additional renovations might not extend the life of the SUB but changes to the way the building is used can be capitalized to costs which will be amortized over the remaining life of the SUB.
- VP Finance and Services explained that the Auditors requested 10-15 days to finalize the Statement and Gary Wozny added that the finalized Statement would then be presented at the Annual General Meeting.

**Gary Wozny and Pamela Felix left the meeting at 5:51 PM*

8. OLD BUSINESS

8.1 SPACE OVERSIGHT COMMITTEE APPOINTMENTS-MOTION COUNCIL 2021-09-29:05

**SUBMITTED BY: VP Internal & Organizational Development “Corbett Gildersleve”
Abhishek/Shashank**

Whereas the terms of reference list 1 dedicated seat for the VP Finance and Services and 3 seats for Council members;

Be it resolved that Council appoint Almas Phangura, VP Finance and Services to the Space Oversight Committee (SPOC);

Be it further resolved that Council appoint Matthew Provost, Quynh Chi Bui, and Abhishek Parmar to the Space Oversight Committee.

Be it further resolved to appoint Corbett Gildersleve as Chair of the Space Oversight Committee

CARRIED UNANIMOUSLY

- President explained that as Council had passed the Terms of Reference for the Space Oversight Committee (SPOC) but had not reached the Committee Appointments motion at the previous Council meeting, they motion needed to be passed.
- VP Internal and Organizational Development amended the motion to include “*Be it further resolved to appoint X as Chair of the Space Oversight Committee*”. He explained that for a meeting to be called, a chair needed to be elected.
- President explained the nomination and election process for Committees.
- Corbett Gildersleve nominated self to be the chair of the Space Oversight Committee. Political Science Councillor and VP Finance and Services also nominated Corbett Gildersleve to serve as chair of SPOC.
- Abhishek Parmar nominated self to SPOC.
- Quynh Chi Bui nominated self to SPOC.
- Matthew Provost nominated self to SPOC.
- Matthew Provost, Quynh Chi Bui, and Abhishek Parmar were elected to SPOC by acclamation. Corbett Gildersleve was elected by acclamation as chair of SPOC.
- Amended to strike ‘X, Y, Z’ in the first *be it further resolved* clause and replace with ‘*Matthew Provost, Quynh Chi Bui, and Abhishek Parmar*’.
- Amended to strike ‘X’ in the second *be it further resolved* clause and replace with ‘*Corbett Gildersleve*’.

8.2 OVERSIGHT COMMITTEE ON EXECUTIVE OFFICERS APPOINTMENT - MOTION COUNCIL 2021-09-29:06

SUBMITTED BY: Mathematics Councillor “Ben Tischler”

Devynn/Ben

Whereas the OCEO has a vacant seat, Be it resolved to appoint X to the OCEO

POSTPONED

- Vice-Chair raised a Point of Information. She clarified that, according to the Bylaws, the Oversight Committee on Executive Officers was composed of a Chair, two non-executive, the vice chair, and 4-6 non-executive Councillors. As both Vice-Chair and a non-executive,

she was uncertain whether there was a seat open and which quota she counted towards since if she counted as a non-executive Councillor, then there was no vacancy on the Committee.

- President mentioned that he was uncertain.
- Vice-Chair motioned to postpone the motion and tasked VP Internal and Organizational Development to seek legal advice on the matter.

9. IN-CAMERA

9.1 MOTION COUNCIL 2021-09-29:07

SUBMITTED BY: President “Gabe Liosis”

Shashank/Ben

Be it resolved to go in-camera for the remainder of the meeting.

CARRIED

9.2 Collective Agreement Negotiations Updates

SUBMITTED BY: PRESIDENT GABE LIOSIS

ATTACHMENTS:

"CUPE_Local_3338_05_SFU_Student_Society_MEMORANDUM_OF_SETTLEMENT_September__21_2021_US";

"CUPE_Local_3338_05_SFU_Student_Society_FINAL_MEMORANDUM_OF_SETTLEMENT_September__22_2021"

9.3 Follow-up on Online Thread

10. EX-CAMERA

10.1 MOTION COUNCIL 2021-09-29:08

Corbett/Marie

Be it resolved to go ex-camera.

CARRIED UNANIMOUSLY

**6-minute break taken at 7:34 PM*

11. NEW BUSINESS

11.1 COLLECTIVE AGREEMENT RATIFICATION-MOTION COUNCIL 2021-09-29:09

SUBMITTED BY: President “Gabe Liosis”

ATTACHMENTS:

"CUPE_Local_3338_05_SFU_Student_Society_MEMORANDUM_OF_SETTLEMENT_September__21_2021_US";

"CUPE_Local_3338_05_SFU_Student_Society_FINAL_MEMORANDUM_OF_SETTLEMENT_September__22_2021"

Gabe/Marie

Be it resolved that Council ratify the Collective Agreement approved and negotiated by the Employer's Bargaining Committee.

CARRIED UNANIMOUSLY

- President reminded Council that the Collective Agreement had been discussed in-Camera and that there had been an agreement signed stating that Council could not share any details regarding the Collective Agreement that had been negotiated until it was ratified.

**11.2 ANNUAL GENERAL MEETING AGENDA ITEM: BY-LAW HOUSEKEEPING
PROPOSAL-MOTION COUNCIL 2021-09-29:10**

**SUBMITTED BY: VP Internal & Organizational Development “Corbett Gildersleve”
Corbett/Zaid**

Whereas the question received enough 'yes' votes above the 2/3rds requirement;

Whereas the total votes cast was below the 5% quorum needed for referendums and was therefore not binding on the Society;

Whereas the Council can add motions to change bylaws to the Annual General Meeting agenda;

Be it resolved that Council approve adding to the Annual General Meeting agenda the following motion;

Whereas the SFSS passed a significant number of bylaw changes at the October 26th, 2020 AGM;

Whereas a review of the updated bylaws found some small grammar and typo errors;

Whereas that review also identified areas to improve clarity and consistency;

Be it resolved that the SFSS Membership approve the following changes to the SFSS By-Laws:

- *Change all references to “Society Act” with “Societies Act”*
- *Add a definition in 'Bylaw: 1 Interpretation' inserted in the alphabetically appropriate position, re-ordering other definitions subsequently - ' "Member local" means a student union, constituency group or affiliated student group that each non-Executive Councilor represents at Council '*
- *In bylaws 1(27), remove the first occurrence of "or" that is decorated with the strikethrough*
- *Amend Bylaw 4(10)(a) by replacing "the Executive Committee and Council meeting at any time" with "an Executive Committee meeting or a Council meeting at any time"*
- *Change By-Law 4(10)(b) to read “Be an ex-officio voting member of all Committees of Council.”*
- *Add a clause to By-Law 4(11) that reads “Shall train and advise the incoming Vice-President Internal and Organizational Development.”*
- *Add subsection 6(11)(a): "In addition to the Council that are empowered to establish any and all regulation of the society, the Membership may by a simple majority vote, also add, amend or remove Issues-Based Regulation previously established by the Council or the Membership, that establishes the Society stance on socio-political, economic or justice-based issues important to the society Members.*
- *Amend By-Law 6(16)(d) to read “Act as a liaison between their Student Union, Constituency Group, or Affiliated Student Group, and Council,”*
- *With Bylaw 6(19) that reads "Quorum for a meeting of Council shall be a majority of the seats filled, including a majority of Executive Officers.", add a subsection Bylaw 6(19)(a) that reads: "the requirement for a majority of Executive Officers does not apply to a special meeting of Council, if the need arises, for the purposes of initiating impeachment proceedings, or for the purposes of appointing the IEC Chief and Commissioners or ratifying the Executive election results"*
- *Add a subsection under By-Law 6(24) that reads “If a Councillor represents an Affiliated Student*

- Group, their Alternates must be a member of their respective Affiliated Student Group."*
- *In By-Law 10, replace "If the members of a proposed Student Union" with "If members of a faculty or department unrecognized not currently recognized by Council"*
 - *Amend bylaw 11(5) by replacing "two thirds (2/3) of the members of Council" to "two thirds (2/3) majority vote of Council."*
 - *Amend Bylaw 15(13) by replacing "The campaign period for Executive Committee elections shall begin Monday after the completion of week three of classes and close at the end of week five of classes in the semester." with "The campaign period for Executive Committee elections shall begin the Monday following the completion of week three of classes, and shall end no less than two (2) weeks following the nomination period and no more than three (3) weeks following the nomination period."*
 - *Amend Bylaw 15(23) and its subsections 15(23)(a), 15(23)(b), and 15(23)(c) to read: "Voting shall take place during a period of no less than two (2) or more than four (4) days. Voting period must the day follow the end of the campaign period and voting period must end by the end of week 6 of classes, unless week 6 coincides with the University's reading break."*
 - *In the case that the University's reading break coincides with the week six Add a section under By-Law 16 that reads "By-elections shall not be scheduled during the University's reading break"*
 - *Add "In accordance with By-Law 16," at the beginning of By-Law 16(8)(b)*
 - *Add Bylaw 16(2) that reads "Notwithstanding By-Law 16(1), Council by-elections must be open to all members of their respective Student Union or Constituency Group, with at least one week's notice of the election given to its members" and renumber the subsections under bylaws 16 accordingly*
 - *Amend By-Law 17(5)(b) to read "in accordance with the Constitution and Bylaws of the Student Union, Constituency Group**, or Affiliated Student Group** the Councillor represents**."***
 - *Replace the word "by-laws" in By-Law 19(1)(b) with "constitution".*

CARRIED UNANIMOUSLY

- VP Internal and Organizational Development clarified that all of the proposed changes are either grammatical or language changes which can have impact on how these By-Laws are applied and which legislation must be followed.

11.3 ANNUAL GENERAL MEETING AGENDA ITEM: BY-LAW REORDERING PROPOSAL-MOTION COUNCIL 2021-09-29:11

SUBMITTED BY: VP Internal & Organizational Development "Corbett Gildersleve"

Corbett/Warren

Whereas the SFSS ran a spring referendum question to correct small grammatical and typo errors in the bylaws;

Whereas the question received enough 'yes' votes above the 2/3rds requirement;

Whereas the total votes cast was below the 5% quorum needed for referendums and was therefore not binding on the Society;

Whereas the Council can add motions to change bylaws to the Annual General Meeting agenda;

Be it resolved that Council approve adding to the Annual General Meeting agenda the following motion;

Whereas the SFSS passed a significant number of bylaw changes at the October 26th, 2020 AGM;

Whereas it would improve clarity and structure to rearrange and renumber the By-Laws;

Be it resolved that the SFSS Membership approve the renumbering and reordering of the SFSS By-Laws as follows:

By-Law 1: Interpretations

By-Law 2: Membership

By-Law 3: Powers, Duties and Obligations of Members

By-Law 4: Powers, Duties and Obligations of Members' Meetings

By-Law 5: Council

By-Law 6: Powers, Duties and Obligations of Council

By-Law 7: Powers, Duties and Obligations of the Executive Committee

By-Law 8: Student Unions

By-Law 9: Student Union Levies

By-Law 10: Constituency Group

By-Law 11: Auditors

By-Law 12: Amendments

By-Law 13: Elections

By-Law 14: By-Elections

By-Law 15: Resignation, Impeachment, or Abandonment

By-Law 16: Referenda

By-Law 17: Accountability in External Provincial and National Student Organizations

By-Law 18: The Seal of the Society

By-Law 19: Dissolution

By-Law 20: Records

By-Law 21: Prohibitions on Discrimination

By-Law 22: Primacy of By-Laws

CARRIED UNANIMOUSLY

- VP Internal and Organizational Development explained that this motion was simply regarding the renumbering of SFSS By-Laws as some have been merged. He explained that any future By-Laws inclusions would be added at the end so as to avoid confusion.

**11.4 MEMBERS' MEETING PLANNING COMMITTEE APPOINTMENT-MOTION
COUNCIL 2021-09-29:12**

**SUBMITTED BY: VP Internal & Organizational Development "Corbett Gildersleve"
Gabe/Warren**

Whereas the Bachelor of Environmental Science Council Rep has resigned;

Whereas he was seated on the Member Meeting Planning Committee;

Whereas his Council seat is now vacant;

Be it resolved that Council appoint Abhishek Parmar to the Member Meeting Planning Committee;

CARRIED UNANIMOUSLY

- VP Internal and Organizational Development and chair of Member's Meeting Planning Committee (MMPC) asked any Councillors who would be interested in planning the AGM to join the MMPC. He explained that MMPC would be finalizing the Agenda for the AGM on September 29th, 2021 and would be moving to working on the AGM campaign. He mentioned that while current MMPC meetings occur on Thursdays, it could be changed depending on the availability of the Committee members.
- President promoted the Committee, saying he had been a member of it in previous years

and had enjoyed the experience.

- President explained the nomination and election process for Committees.
- Abhishek Parmar self nominated on the condition that if another person self-nominated, he would drop out of the election. Abhishek Parmar was elected by acclamation.
- Amended to strike 'X' replaced with 'Abhishek Parmar'.

11.5 SUB Furnishings - SOCA, DNA, and FNSA - MOTION COUNCIL 2021-09-29:13 **Corbett/Matthew**

Whereas the SFSS allocated space for the First Nations Student Association, Students of Caribbean and African Ancestry, and the Disability and Neurodiversity Alliance in summer 2020;

Whereas the SFSS, as part of the letters of agreement with each group, agrees to pay for the operating costs of these groups, which includes furnishings of their space;

Whereas the Space Expansion Fund has just under \$1,000,000 in unspent funds and collects around \$350,000 a year in student levies;

Whereas the Build SFU Fund might also be able to be used for furnishings in the SUB, but we are waiting on a legal opinion;

Be it resolved that Council approve spending up to \$125,000 from the Build SFU Fund if allowed by legal opinion;

Be it resolved that Council, if not allowed to use the Build SFU Fund, approves spending up to \$125,000 from the Space Expansion Fund instead;

CARRIED

In Favour (28): Damon Tarrant (Archeology), Tiana Andjelic (Bachelor of Environment), Aarthi Srinivasan (Behavioural Neuroscience), Nicolas Bonilla (Biology), Kashish Mehta (Biomedical Physiology & Kinesiology), Gwen Bui (Chemistry), Ashran Bharosha (Communications), Warren Ho Kin (Data Science), Sarah Raisuddin (Engineering Science), Chloe Homenuke (Environmental Science), Kylee Pocrnich (French), Devynn Butterworth (Gender, Sexuality, and Women's Studies), Jocelle Refol (Health Science), Tiffany Liu (Psychology), Akum Sidhu (Society of Arts and Social Sciences), Kayla Chow (Sociology and Anthropology), Samantha Walters (Theatre), Keianna James (First Nations Students Association), Quynh Chi Bu (International Student Advocates), Balqees Jama (Students of Caribbean & African Ancestry), Liz Giardin (English), President, VP Internal and Organizational Development, VP Finance and Services, VP Undergraduate and Academic Affairs, VP External and Community Affairs, VP Equity and Sustainability, VP Events and Student Affairs;

Against (3): Ben Tischler (Mathematics), Ashutosh Dubal (Operations Research), Mohammad Al-Sheboul (Sustainable Energy Engineering);

Abstain (7): Ryan Vansickle (Computing Science), Alan Saunderson (History), Tony Yu (Philosophy), Graham Rich (Physics), Abhishek Parmar (Political Science), Shashank Thanalapati (Software Systems)

- VP Internal and Organizational Development explained that in delays in this motion have been due to the questions surrounding the usability of the BUILD SFU Fund. He

explained that the SFSS was responsible for furnishing the spaces of these constituency groups as determined by previous letters of agreement.

- VPIOD explained that while the constituency groups had submitted their requests in August, it had not been dealt with due to confusion surrounding a lack of clarity within the jurisdiction of several funds. He explained that he is currently working with both SFSS lawyers and SFU to determine the legality of the issue but, in the meantime, is seeking for the motion to be put in front of Council.
- This motion would make \$30 000 CAD available for each constituency group with more available for DNA due to accessibility needs. VPIOD added that there would be an added contingency to account for unforeseen expenses such as delivery, taxes and other costs. He explained that furnishing the constituency group spaces was a part of the SUB opening plan and should have been done earlier. VPIOD reiterated multiple times that supporting this motion was the best way to rectify the problem in order to allow the groups to open fully and provide needed support to SFSS members.
- A DNA Executive highlighted that SOCA, DNA, and FNSA, run by directly impacted students, all do critical-peer support work which benefits many students. DNA Executive highlighted how shameful it was that the SFSS was not honouring the formal agreements in furnishing crucial equity-seeking space that the Society had made to furnish these spaces while the rest of the SUB was fully furnished. The Executive mentioned that AMS UBC funds spaces for disabled students and other Student unions have places of refuge that are accessible and sensory-friendly. This is something that the SFSS needs to do better in and invest in disabled student spaces as well as ongoing consultation with specific marginalized students to ensure that spaces are accessible to those students. The DNA Executive raised the example of the Women's Centre Lounge which provides a necessary service, but the Executive has struggled to benefit from this space because of accessibility issues. The Executive mentioned that having furniture and infrastructure that was selected by and built for disabled students would allow for increased accessibility and that furnishing the DNA space would allow for one place of accessibility in a campus that was mostly inaccessible.
- FNSA treasurer thanked VPIOD for his work on the issue and thanked DNA Executive for speaking about the importance of SOCA, FNSA, and DNA, and reiterated that furnishing the constituency groups was vital to ensure that the SOCA, FNSA, and DNA could serve their membership and provide much needed support to students
- SOCA Alternate mentioned that the SOCA space has been the most actively space used in the entire SUB while not being fully furnished and referenced a legal letter of agreement that had been made between SOCA and SFSS. She mentioned that SOCA had already sent in a list of items that they are requesting and asked for the SFSS to honour their institutional relationship.
- In response to a request by Mathematics Councillor about the specifications of the Mac computers being requested, VPIOD explained that the SFSS had to procure computers through SFU and that the specific computers were larger, all-in-one computers that would support the need of students. VPIOD highlighted that it was a high up-front cost, but that the SFSS would be saving money in the long run.
- FNSA Councillor mentioned that FNSA had been waiting patiently for furnishings and was looking forward to start hosting events to strengthen the Indigenous community on campus.
- VP Equity and Sustainability mentioned that she was excited to see people who have

been continuously and institutionally excluded from spaces having their own space and highlighted how important it was to make those spaces safe and accessible. She also mentioned how institutions like SFU can be full of microaggressions and racism and recognized that other spaces on Campus might not feel safe for marginalized students.

- Vice-Chair highlighted how important it was that students have a space on campus where they can feel safe and comfortable and reiterated that furnishing these spaces was a part of the SUB opening plan. She expressed support for this motion to allow the constituency groups to create ‘homes’ within their university that would give them a sense of comfort and belonging.
- In response to a question from Computing Science Councillor about the level of expenditure, VPIOD explained that while the initial cost might be expensive, the furnishings would last for years to come. VPIOD explained that other groups like Women’s Centre Collective and Out on Campus have existed for 20+ years and also had high initial costs but currently do not require as much investment. He added that the SFSS, through the Space Expansion Fund, can support Student Unions financially in acquiring items.
- VP Undergraduate and Academic Affairs mentioned that through DNA, they were able to find friends on campus and get involved in the SFSS and that the other constituency groups, FNSA and SOCA, had the same effect on other students, helping them find community on campus and encouraging them to get involved. They mentioned that the constituency groups perform valuable work on campus, referencing the work SOCA did with Health and Counselling to make Black Councillors available as well as support for the South Asian Diaspora. She highlighted that the constituency groups also provide support for those who are not part of these groups as well.
- Philosophy Councillor expressed concerns about vagueness about some of the items listed by the constituency groups as a part of their furnishing and inquired if the items could be specified with models and brands, particularly the 9000\$ for Cultural Expenditures.
- In response to Philosophy Councillor’s concerns and inquiry, VPIOD explained that since the groups had submitted the items that they wished to purchase over a month ago, certain links had already expired. He explained that the reason that there was 9000\$ set aside as Cultural Expenditures was to allow for flexibility in the long run so that individual purchases would not need to be brought before Council.
- VP Equity and Sustainability asked Councillors to keep in mind that culturally relevant and/or accessible furnishings tend to be pricier.
- DNA Executive mentioned that the SFSS has a unique responsibility to support their constituency groups and expressed disappointment that this motion was being debated.
- VP External and Community Affairs spoke in support of the motion, thanking constituency groups and VPIOD for their work. He mentioned that while SOCA and FNSA had existed since the mid 90s, SFSS did not support these constituency groups properly, instead putting up barriers for these students. He added that, had these groups been consulted in a good way by previous SFSS Boards, the spaces for these constituency groups would have already been in place. He urged Council to consider the specific needs of the groups and work to reduce barriers for the constituency groups and their members as a form of harm reduction for the marginalized communities that these groups serve.
- VP Events and Student Affairs thanked DNA, SOCA, and FNSA for their work and for

the speaker who had spoken about the history of their spaces and their constituency groups. She highlighted that the constituency groups were only located in the SUB through their advocacy work on the Save Our Spaces Campaign. VPESA highlighted the importance of having spaces for students that were comfortable and safe and how important it was that the members of these groups were consulted and part of the decision-making process in creating spaces to foster a cultural community. She highlighted that Councillors were voting to ensure that these equity-seeking groups had spaces on campus where they could foster community and offered her support at decorating the spaces.

- Political Science Councillor thanked DNA for providing a through list of items that they intended to purchase. He asked Councillors if concerns discussed during the in-camera session would impact the way Councillors chose to vote on the motion, highlighting that he was not intending to single out specific groups.
- VPIOD reminded Council that items discussed during the in-camera portion of the meeting could not be discussed ex-camera and stated that the issue referred to by Political Science Councillor was irrelevant to the current motion.
- President stated that he was in ‘190%’ support of this motion and highlighted how the constituency groups in question have fought hard for years for the space that they have, and that Council should support these groups. He admitted that the SFSS needed to take accountability about why their spaces were not furnished as furnishing these groups was included in the SUB opening plan.
- President Called to Question.
- Data Science Councillor moved to amend the motion, but this was denied as the motion had already been Called to Question.

** Ryley McWilliams left the meeting at 8:30 PM*

**Mahindhar Kumar left the meeting at 8:34 PM*

** Aarthi Srinivasan left the meeting at 8:44 PM*

12. DISCUSSION ITEMS

12.1 In-Camera Minutes Policy

SUBMITTED BY: SUS Councillor “Zaid Lari”

- SUS Councillor mentioned that, during a Collective Bargaining Meeting, one of the attendees from another union had suggested taking notes during in-camera sessions to have context on decisions that were made in-camera. He recognized that the suggestion had been brought up previous and been scrapped but suggested that Council adopt this with Vice-Chair being a potential candidate as an in-camera note take as administrative staff would not attend in-camera sessions.
- VPESA expressed uncertainty about the suggestions and mentioned that this might cause the information discussed during in-camera to be less private but recognized that a Board/Council might want to gain more understanding about why specific in-camera decisions were made.
- VP Equity and Sustainability suggested that the notes could be handwritten and locked up physically in a secure area but expressed concern about legal liability. She mentioned that if there was no appropriate and safe process, it could cause issues.
- SUS Councillor suggested that notes could be taken by someone in-person, during hybrid

meetings, and then placed in a secure filing cabinet.

- VPIOD mentioned that it was too early to discuss how this could be implemented and said that he would consult a lawyer on this issue.
- Physics Councillor highlighted that the lack of written minutes during in-camera sessions was an accessibility issue.

12.2 Student Engagement & Council Meetings

SUBMITTED BY: SUS Councillor “Zaid Lari”

- SUS Councillor highlighted that, during the previous Board term, student engagement was an issue as Council did not publicize meetings. He highlighted how important it was for students to attend Council meetings and voice their opinions and mentioned that SFSS Council meeting recordings on Youtube had low views.
- VP Equity and Sustainability reminded Council that World Literature Councillor has initiated a Student Engagement Group and suggested that Councillors use the established Working Group to improve engagement as well as inviting the Communications Coordinator.
- Vice-Chair mentioned that while increased engagement would be beneficial, it would require more regulation of the chat and the list, highlighting that those who are not Councillors go to the bottom of the speakers list. She mentioned that this increased awareness of SFSS Council meetings could also be used to promote the upcoming AGM.
- In response to Vice-Chairs concerns about the speakers list, SUS Councillor suggested that more Councillors could watch the document to ensure that it was accurate but recognized that solutions needed to be found.
- SUS Councillor suggested implementing SSO (Single Sign On) for meetings.

13. 30 MINUTES Q&A

- No questions were asked.

14. ATTACHMENTS

14.1 CUPE_Local_3338_05_SFU_Student_Society_FINAL_MEMORANDUM_OF_SETTLEMENT_September__22_2021

14.2 BN - Space Furnishings for FNSA, DNA, and SOCA Spaces in the SUB (Updated)

15. ADJOURNMENT

15.1 MOTION COUNCIL 2021-09-29:14

Ben/Warren

Be it resolved to adjourn the meeting at 9:11 PM.

CARRIED UNANIMOUSLY

MEMORANDUM OF SETTLEMENT

Between

**The Simon Fraser Student Society
(the “Employer”)**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3338-05
(the “Union”)**

(Together called the “Parties”)

By the signatures of the undersigned bargaining committee representatives, the Employer and Union agree to recommend this Memorandum of Settlement, with the appended signed tentative agreements, to their respective principals. The appended signed tentative agreements are the only amendments to the September 1, 2014 to August 31 2019 Collective Agreement (hereinafter called the “Current Collective Agreement”).

1. Provisions of the Current Collective Agreement Remain in Effect

All provisions of the Current Collective Agreement shall remain in effect except as specifically amended or altered by the signed tentative agreements appended to this Memorandum of Settlement.

2. Amendments and Alterations Agreed to in Negotiation Meetings

All items agreed to by the Parties bargaining committees, set out below and appended, shall amend and alter the Current Collective Agreement and together with all remaining provisions of the Current Collective Agreement, will constitute the “Renewal Collective Agreement”:

Article No.	Subject Matter	Date of Tentative Agreement
Article No. 2.3	Recognition	March 23, 2021
Article No. 3	Definition of Employer	March 23, 2021
Article 4.6(c)	Definition of Employees	February 26, 2021
Article No. 4.7	Definition of Employees	March 23, 2021
Article No. 4.8	Definition of Employees	September 21, 2021
Article No. 5.2	Staff Representation and Consultation	April 14, 2021
Article No. 5.3	Job Description	March 23, 2021
Article No. 5.4	Working Conditions	March 1, 2021
Article No. 5.5	Reports of the Employer	March 1, 2021
Article No. 6	No Discrimination of Harassment	March 1, 2021
Article No. 7.1	Employee Information and Confidentiality	April 14, 2021
Article 8.3(a)	Union Security	March 1, 2021
Article No. 8.4	Union Security	March 1, 2021
Article No. 10.3	Union Activity – Leave of Absence for fulltime Union or Public Duties	March 1, 2021
Article No. 10.5	Union Activity – Services & Supplies	March 1, 2021

Article No. 11	Stewards and Other Union Representatives	March 1, 2021
Article No. 12	Union Meetings	March 23, 2021
Article No. 13.2	Union Label	March 1, 2021
Article No. 17	Staff Meetings	March 1, 2021
Article No. 18	Health, Safety, Environment and Limited Indemnification	March 1, 2021
Article No. 18	Health, Safety, Environment and Limited Indemnification	March 23, 2021
Article No. 20	Transportation and Parking	March 1, 2021
Article No. 20.2	Transportation and Parking	September 21, 2021
Article No. 21	Staff Room	March 31, 2021
Article No. 22.1	Office Holidays	March 31, 2021
Article No. 22.2	Office Holidays - list	September 21, 2021
Article No. 22.3	Office Holidays – Designating a Recognized Office Holiday	March 23, 2021
Article No. 22.4	Office Holidays – Work on Office Holidays	March 1, 2021
Article No. 23	Vacations	August 11, 2021
Article No. 23.5(c)	Vacations	April 14, 2021
Article No. 24	Semestered Time Off	March 1, 2021
Article No. 25	Domestic Violence Leave	September 17, 2021
Article No. 26.1	Professional and Personal Department	March 1, 2021
Article No. 26.2	Professional and Personal Development	August 11, 2021
Article No. 27.1	Sick Leave and Extended Sick Leave	March 1, 2021
Article No. 27.2	Sick Leave and Extended Sick Leave - Amended	April 16, 2021
Article No. 27.5	Sick Leave and Extended Sick Leave	March 1, 2021
Article No. 28.1(b)	Pregnancy, Parental and Extended Parental Leaves	August 11, 2021
Article No. 28.1(c)	Pregnancy, Parental and Extended Parental Leaves	August 11, 2021
Article No. 28.2	Pregnancy, Parental and Extended Parental Leaves	March 1, 2021
Article No. 28.3	Pregnancy, Parental and Extended Parental Leaves	August 11, 2021
Article No. 29.1	Leave of Absence Without Pay	March 1, 2021
Article No. 29.3(a)	Leave of Absence Without Pay – Student Employees	March 1, 2021
Article No. 31.3	Childcare Benefits - Substitute Care	September 21, 2021
Article No. 32	Medical and Dental Plans	August 11, 2021
Article No. 32.1	Medical and Dental Plans – Optical Plan	September 21, 2021
Article No. 33	RRSP in lieu of Pension	September 21, 2021
Article No. 36.1	Hiring and Transfer	April 19, 2021
Article No. 37.1	Layoff and Recall - Layoff	March 1, 2021
Article No. 37.5	Layoff and Recall – Severance Pay	March 1, 2021
Article No. 38.1	Probation Period	March 1, 2021
Article No. 38.3	Probation Period	March 23, 2021
Article No. 40	Discipline and Discharge	March 1, 2021
Article No. 42.3	Hours of Work – (New) Designated Assistants	August 11, 2021

Article No. 43.3	Overtime – Mutual Agreement	March 1, 2021
Article No. 43.3(b)	Mutual Agreement	February 26, 2021
Article No. 43.8	Overtime - Amended	April 14, 2021
Article No. 44	Wages	September 21, 2021
Article No. 44	Wages – Commitment to further Amend Article 44 on May 1, 2024	September 21, 2021
Article No. 45	Duration	September 21, 2021
Article No. 46.8	Negotiating the Collective Agreement	March 23, 2021

3. **Letters of Understanding or Letters of Agreement**

Shall be as follows:

Renew: Incorporate into Renewal Collective Agreement as is, no language changes, renumbering as required.

Delete: Deleted and not forming part of the Renewal Collective Agreement, renumbering as required.

Amended: Incorporated into the Renewal Collective Agreement as and where amended and agreed to.

NEW: Additional Schedule B Letters to incorporate into the Renewal Collective Agreement, numbering as required.

LOU or LOA	Subject Matter	Date Signed
LOU	Housekeeping	February 26, 2021
LOU	LOU's	February 26, 2021
LOA # 1	Appendix A – Vacation Legacy Employees	April 19, 2021
LOA # 2	Appendix B – Job Descriptions	April 19, 2021
LOA # 3	Appendix C – Permanent Employees	April 19, 2021
LOA # 4	Appendix D – Expanded Hours of Work (Pilot Project)	April 20, 2021
	Appendix E – Article 4.8 – Designated Assistants without a defined end date	September 21, 2021

4. **Term of the Renewal Collective Agreement**

The term of the Renewal Collective Agreement shall be (60) months, from September 1, 2019 to August 31, 2024, both dates inclusive.

5. **Ratification of Renewal Collective Agreement**

The Parties agree to recommend this signed Memorandum of Settlement to their respective principals, and schedule the necessary ratification meetings without undue delay and ensure their principals vote on this Memorandum of Settlement. Immediately upon completion of the ratification votes, the Parties will notify each other by phone, to be followed by written notification.

6. Effective Dates

Unless otherwise specified by the Parties, the effective date for all changes will be the later date of ratification of this Memorandum of Settlement by the Employer's principals or the Union membership.

Agreed to this 21st day of September 2021.

FOR THE EMPLOYER:

FOR CUPE LOCAL 3338-05:

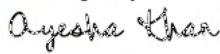


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[https://cupe.sharepoint.com/sites/BritishColumbiaRegionalOffice/CUPE Locals/3338-05 SFU Student Society/Bargaining/2021/2021 Agreed to Items/CUPE_Local_3338_05_SFU_Student_Society_MEMORANDUM_OF_SETTLEMENT_September_21_2021.docx](https://cupe.sharepoint.com/sites/BritishColumbiaRegionalOffice/CUPE%20Locals/3338-05%20SFU%20Student%20Society/Bargaining/2021/2021%20Agreed%20to%20Items/CUPE_Local_3338_05_SFU_Student_Society_MEMORANDUM_OF_SETTLEMENT_September_21_2021.docx)

Article 2: Recognition

3. In the event there is a conflict between the requirements of this Collective Agreement and any other Society policy ~~those of the Student Society's Rules, Standing Orders, and Administrative Policies~~, the requirements of the Collective Agreement shall prevail.

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For the Employer

3/23/2021




For the Union

March 23, 2021

Article 3: Definition of Employer

1. The term “Employer” shall apply to the Simon Fraser Student Society ~~Board of Directors~~ Council, or its designate.
2. The term “Executive” shall apply to the Simon Fraser Student Society Executive Committee
3. The term “Staff Liaison Officer” or “SLO” refers to the ~~Board~~ Executive member responsible for liaising between ~~the Board~~ Council and its employees and to any excluded manager the Board of Directors Council has appointed to act as Staff Liaison Officer. At any particular time there will be no more than two (2) Staff Liaison Officers appointed for the purposes of this Collective Agreement. One of the SLOs must be a member of the Executive Committee. The Employer will keep the Union apprised of the individuals who are acting as Staff Liaison Officers under this Collective Agreement.

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For the Employer

3/23/2021



For the Union

March 23, 2021

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: NM2

Article: 4(6)(c)

Date: February 25, 2021

Time: 3:33pm

Without Prejudice E.&O.E

Current Language:

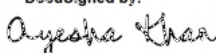
Article 4: Definition of Employees

6. The classification "Student" 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 whenever possible. Unscheduled hours shall be offered to Student employees based on seniority and ability.
 - c. Graduation Allowance: Notwithstanding Article 4.6 (a) 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 by the Society for one year or more. Student Employees may not return to the position of Student Employee unless admitted to an undergraduate degree-granting program at Simon Fraser University following graduation from their initial undergraduate program.

Proposed Language:

Article 4: Definition of Employees

6. The classification "Student" 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 whenever possible. Unscheduled hours shall be offered to Student employees based on seniority and ability.
 - c. Graduation Allowance: Notwithstanding Article 4.6 (a) above, Student Employees shall be permitted to continue employment for ~~one (1)~~ **three (3) consecutive** semesters after graduating from Simon Fraser University as a transition period if they have been employed by the Society for one year or more. Student Employees may not return to the position of Student Employee unless admitted to an undergraduate degree-granting program at Simon Fraser University following graduation from their initial undergraduate program.

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For the Employer

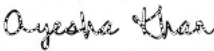
2/26/2021



For the Union

Article 4: Definition of Employees

7. The classification "Project Worker" shall include all Employees who have been hired to provide temporary 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~~ for a project either fully or partially funded by government or any other agency funding.
 - b. Project Employees: This category shall include all Employees who are hired for a determined period, for an identified project, with established hours.

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For the Employer

3/23/2021



For the Union

March 23, 2021

**CUPE Local 3338 Unit 5 SFSS
Bargaining Proposal: NM1**

Article: 4(8)

Date: September 21, 2021

Time:

Without Prejudice E.&O.E

Current Language:

Article 4: Definition of Employees

8. The classification “Designated Assistant” shall include all Employees who have been hired to provide assistance for a department or area where long term continuity is essential.
 - a. Designated Assistant Employees may be hired for a length of time with a defined end date or for a particular project where the term ends once the project is terminated.
 - b. Designated Assistant Employees may be externally funded as a result of government or any other agency funding. Should the funding end the position is terminated.

**CUPE Local 3338 Unit 5 SFSS
Bargaining Proposal: NM1**

Article: 4(8)

Date: September 21, 2021

Time:

Without Prejudice E.&O.E

CUPE Local 3338 Unit 5 SFSS Bargaining Proposal: NM1

Article: 4(8)

Date: September 21, 2021

Time:

Without Prejudice E.&O.E

Proposed Language:

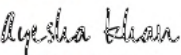
Article 4: Definition of Employees

8. The classification "Designated Assistant" shall include all Employees who have been hired to provide assistance for a department or area where long term continuity is essential.
 - a. Designated Assistant Employees may be hired for a length of time with a defined end date or for a particular project where the term ends once the project is terminated. **Notwithstanding Article 44, Designated Assistants hired without a defined end date will be considered "Permanent Employees" for the purpose of establishing and administering all of their collective agreement entitlements.**
 - b. Designated Assistant Employees may be externally funded as a result of government or any other agency funding. Should the funding end the position is terminated.

* Not to be included in the language of the CA:

Current Employees considered hired without a defined end date are listed in Appendix "E".

On behalf of the Employer:

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September 21, 2021

On behalf of the Union:



September 21, 2021

Article 5: Management Rights; Union Participation – Union Counter – April 14 2021

2. Staff Representation and Consultation

- 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 Council ~~the Board of Directors~~ who shall be entitled to attend and participate in all meetings of Council ~~the Board of Directors~~ and General meetings. The Staff Representative shall not be a voting member of Council ~~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 Council ~~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 as set out in Article 42.

- e. Where an in-camera session of a **Human Resources and Personnel Committee meeting** ~~Council~~ ~~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 Steward's presentation and responses to questions on the matter, the Shop Steward shall leave the ~~session of Human Resources and Personnel Committee meeting~~ ~~the Board of Directors~~. Under no circumstances shall the Shop Steward be present for the discussion, debate, or vote on the matter. **It is understood that the Human Resources and Personnel Committee reports to Council, during in-camera sessions, upon request. The Human Resources and Personnel Committee and Council will have due regard for the privacy and confidentiality of employees whose work-related issues are being discussed in these forums. The Employer will assume responsibility for any breach of confidentiality in this regard.**

DocuSigned by:

Ayesha Khan

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For the Employer
April 14, 2021

For the Union
April 14, 2021

Article 5: Management Rights; Union Participation

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. New job descriptions and proposed ~~Proposed~~ changes to existing job descriptions shall be dealt with in a Working Conditions meeting (pursuant to Article 5.4).

DocuSigned by:

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For the Employer

3/23/2021



For the Union

March 23, 2021

Article 5: Management Rights; Union Participation

4. Working Conditions

- a. Committee: A Working Conditions Committee shall include ~~the~~ an Employer's Staff Liaison Officer, and the Union's Shop Steward or Union Representative.

Ayesha Khan

3/1/2021

For the Employer



For the Union

Article 5: Management Rights; Union Participation

5. Reports of the Employer

- a. Copies of any written reports or recommendations made or about to be made to ~~the Board of Directors~~ Council 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 Council ~~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.

Ayesha Khan

3/1/2021

For the Employer



For the Union

Article 6: No Discrimination or Harassment

2. Personal Rights: All Employees are entitled to work in an environment free from bullying and harassment by any individual, including Council Board members. 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. Employees will not be asked or required to do personal work for representatives of the Employer. The Employer has an Bullying and Harassment policy ~~Anti-Bullying/Harassment Policy (AP-37)~~ which applies to all Employees (PP-32).
3. Harassment: Harassment is defined as comments or conduct which a person knows or ought to know are ~~is~~ unwelcome and which interferes with an individual's work or creates an intimidating or hostile work environment and which serves no legitimate workplace purpose.

Ayesha Khan

3/1/2021

For the Employer



For the Union

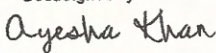
Article 7: Employee Information & Confidentiality - Union Counter

April 14 2021

1. Employee Information: Confidential employee information is defined as information which is 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 their employment within a maximum of twenty-four (24) hours notice to the Employer, excluding weekends and holidays, ~~to the Employer~~ or as otherwise mutually agreed.
(New b) The Employer may add written comments to these records. The employee shall be informed within two (2) working days of any addition to these records, and they shall have the right to include their written reply to these as a permanent part of the file. All communication in this file must be signed by the originator.
 - b. (New c) Limited Access: Access to an employee's confidential records shall be limited to ~~the~~ a 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. (New d) 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 **confidential employee** information ~~related to the matter~~ to seated members of Council. **Such information will be provided only when absolutely necessary.** ~~The Board of Directors~~. If discussion is necessary in a meeting of Council ~~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. **The Employer will assume responsibility for any breach of confidentiality relating to this clause [Article 7(1)(c)].**

- d. **(New e)** The Union shall restrict the transfer of all **confidential employee information** ~~related to the matter to members~~ **officers** 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. **The Union will assume responsibility for any breach of confidentiality relating to this clause [Article 7(1)(d)].**

DocuSigned by:

A0653066EDD5487...


For the Employer
April 14, 2021



For the Union
April 14, 2021

Article 8: Union Security

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, phone numbers, email addresses and employment status and ranked according to seniority.

DocuSigned by:

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3/1/2021

For the Employer



For the Union

Article 8: Union Security

4. Conflict of interest: An employee may not be an elected student member of Council ~~the Board of Directors~~, but employees may become and maintain membership in the Simon Fraser Student Society. An elected member of Council ~~the Board of Directors~~ may not become an employee of the Student Society covered by this Collective Agreement in the twenty-four (24) months following the last day of their membership on Council ~~the Board of Directors~~.

Ayesha Khan

3/1/2021

For the Employer



For the Union

Article 10: Union Activity

3. Leave of Absence for Full-time Union or Public Duties:

- b. An employee who is elected to public office shall be allowed leave of absence during their term of office for a period of up to two (2) years. The employee so elected shall give one (1) 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~~ provided they ~~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 (1) month's notice. Seniority shall remain at its achieved level. The employee shall also be allowed to continue with all benefit plans, and they or the Union shall pay the full premiums of these plans. An employee returning from such leave shall be entitled to return to work.

Ayesha Khan

3/1/2021

For the Employer



For the Union

Article 10: Union Activity

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.

Ayesha Khan

3/1/2021

For the Employer



For the Union

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~~ Council 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~~ a 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~~ Council members, the employee shall inform the Steward for the attention of ~~the~~ a Staff Liaison Officer.
 - c. Attendance by the Shop Steward, or Union representative, at meetings of Council ~~the Board of Directors~~ concerning employee discipline shall be in accordance with Article 5.2 (e).

Ayesha Khan

3/1/2021

For the Employer



For the Union

Article 12: Union Meetings

1. The Employer and the Union agree that, once a month, the employees shall be allowed to attend a Union meeting of up to one (1) hour in length. The one (1) hour shall be considered paid time. Time beyond one (1) hour must be made up by schedule adjustment. ~~It is agreed that the Union meeting will be scheduled to coincide with employees' meal breaks so that thirty (30) minutes of the meeting time will be during their unpaid meal break. If the meeting lasts up to one hour, then the employees will receive pay for the duration of the meeting between thirty (30) minutes and one hour. Those employees who are not scheduled to work during the Union meeting may adjust their schedule in order to attend on paid time. In all instances the employee will inform their supervisor in advance of such arrangement.~~

2. The time and day for these monthly Union meetings shall be scheduled by mutual agreement between the Shop Steward or Union representative and ~~the~~ a Staff Liaison Officer. The Union agrees that ~~the General Office and Retail Service areas open to the public~~ **the information counter** shall be staffed during the meeting to provide for basic reception services.

3. Once during each calendar year the Union may hold a lunch time general membership meeting of up to two (2) hours in length. The two (2) hours shall include a thirty (30) minute meal break period for those employees who are scheduled to work on the day of the meeting and who attend the meeting. The remaining time spent in attendance at the meeting will be paid. Employees who attend the meeting on a day they are not working will not receive pay for the meeting. The Union agrees that ~~the General Office and Retail Service areas open to the public~~ **the information counter** shall be staffed during the meeting to provide for basic reception services.

DocuSigned by:

Ayesha Khan

A0653066EDD5487...

For the Employer

For the Union

3/23/2021

Article 13: Union Label

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~~ materials, including digital, printed produced by a member of the Union.

Ayesha Khan

3/1/2021

For the Employer



For the Union

Article 17: Staff Meetings

1. Staff Meetings: There shall be a one (1) hour monthly staff meeting called for and chaired by ~~the~~ a 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 Student Employee on shift and available during staff meetings shall be able to attend as paid time.
2. Staff Workshop: The Employer will authorize Permanent and Replacement employees to take one day per calendar 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~~ A 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.*
[MOVE to 14.(New 3) - Union Information]

Ayesha Khan

3/1/2021

For the Employer



For the Union

Article 18: Health, Safety, Environment & Limited Indemnification

2. Health and Safety Committee


- a. A joint health and safety committee (the “Joint Health and Safety Committee”) shall be established consisting of two (2) employee representatives and two (2) representatives from the Employer selected in accordance with the policy set out in sections 128 and 129 of the Workers Compensation Act respectively. The Joint Health and Safety Committee shall exercise the duties and functions as required by ~~section 130 of the Workers Compensation Act~~ including identifying situations that may be unhealthy or unsafe for workers and advise on effective systems for responding to those situations.
- b. Union staff or Union Health and Safety advisors or consultants shall be provided access to the workplace to attend Joint Health and Safety Committee meetings if invited by the Union.
- c. The Employer and the Union each desire to have high standards in relation to workstation ergonomics and agree that the Joint Health and Safety Committee may make recommendations in this regard.

2. Pay and time off for Joint Health and Safety Committee members

- a. A member of the Joint Health and Safety Committee is entitled to paid time off from work for:
 - i. the time required to attend meetings of the Joint Health and Safety Committee, and
 - ii. other time that is reasonably necessary to prepare for meetings of the Joint Health and Safety Committee and to

fulfill the other functions and duties of the Joint Health and Safety Committee.

- b. Each member of the Joint Health and Safety committee is entitled to annual educational leave totalling eight (8) hours in accordance with ~~section 135~~ of the *Workers Compensation Act*. The Employer must provide the first eight (8) hours of educational leave under this Article without loss of pay or other benefits and must pay for, or reimburse the worker for the costs of the training course and the reasonable costs of attending the course.

DocuSigned by:

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For the Employer

3/23/2021



For the Union

March 23, 2021

Article 18: Health, Safety, Environment & Limited Indemnification

8. Right to Refuse Unsafe Work

It is understood that under the *Occupational Health and Safety Regulation*, where an employee has reasonable grounds to believe that any work is unsafe, they may refuse to carry out that work and shall comply with the processes set out in the *Occupational Health and Safety Regulation* relating to that work. The parties recognize that workers have the protections set out in ~~section 151 of the *Workers Compensation Act* headed “Discrimination against workers prohibited”~~.

11. Maintenance of Pay Pending Workers Compensation Benefits

An employee who incurs a compensable injury shall, for the period until WorkSafeBC ~~the Workers’ Compensation Board~~ benefits come into effect, have regular pay and benefits maintained recognizing that WorkSafeBC ~~the Workers’ Compensation Board~~ may deduct such amounts from compensation payable to the employee under ~~section 34 of the *Workers Compensation Act*~~.

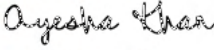
14. Medical Appointments After Return to Work

If, after return to work from a compensable injury, an employee is required to attend a medical appointment for further treatment of the compensable injury, the employee will be granted leave without loss of pay or benefits to do so during regularly scheduled working hours. Should the employee receive benefits from WorkSafeBC ~~the Workers’ Compensation Board~~ for this time off, they will assign the compensation cheque to the Employer. The Employer may request documentation that the medical appointment is required. The Employer shall pay the cost of obtaining the documentation, if requested.

17. Eye examinations

~~An employee who normally works with a display terminal shall participate in an eye examination upon commencement of their employment and yearly thereafter, paid for by the Employer and conducted by a doctor determined by the Employer and the Union. The Employer shall pay for any corrective action determined by the doctor to be necessary to correct or prevent damage~~

~~caused in full or in part by the employee's use, at work, of a display terminal.~~ Employees are entitled to an annual eye examination. It is understood that where extended health coverage does not reimburse examinations costs, the Employer shall cover the examination cost in the same manner.

DocuSigned by:

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3/1/2021

For the Employer



For the Union

Article 20: Transportation and Parking

1. Transportation: Scheduling Regular Shifts

a. Compatible with Transport: The Employer shall attempt to arrange end of shifts in such a manner so the employee has access to public transportation with no more than a fifteen (15) minute wait.

b. An employee's shift start and/or finish times may be amended by up to one half (1/2) hour upon approval of the supervisor, or SLO, in order to accommodate the employee's public transportation or car-pooling arrangements. Such approval will not be unreasonably withheld.

c. Staffing if Incompatible: When shifts begin or end at hours incompatible with public transport, the Employer shall attempt to staff shifts amongst employees capable of arranging their own transportation. In the event this is not possible, the University shall provide taxi vouchers or reimbursement for taxi fare.

2. Public Transportation Not Available after Overtime

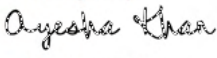
When an employee commences or ends a period of overtime when public transport is not in operation or will cease operation before the employee arrives at home, the employee will be reimbursed taxi fare.

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. (New 3) Work Off Campus: Any employee required to attend meetings off campus, or otherwise work away from their usual workplace, shall receive travel expenses.

c. (New 4.) Automobile Allowance: Any employee required to use their own vehicle on the Employer's business shall be reimbursed at a rate consistent with the Canada Revenue Agency's Automobile Allowance.

- d. New 5) 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.

DocuSigned by:

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3/1/2021

For the Employer



For the Union

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: M1

Article: 20

Date: September 21, 2021

Time: 12:46pm

Without Prejudice E.&O.E

Current Language:

Article 20: Transportation and Parking

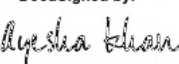
2. Each Permanent Employee and Designated Assistant shall be entitled to receive either a semesterly parking sticker (for an outside lot) or a transit pass allowance (equal to a one-zone monthly bus pass). At the beginning of each semester employees will inform the Finance Office whether they will be using the parking sticker or the transit pass allowance. Student employees shall be eligible for this benefit if the Upass program is discontinued. Semesterly parking stickers (mall) shall be provided to any Permanent employee who is regularly required by the Employer to work outside the normal hours of work set out in Article 42(1)(c).

Proposed Language:

Article 20: Transportation and Parking

2. Each Permanent Employee and Designated Assistant shall be entitled to receive either a semesterly parking sticker (for an outside lot) or a transit pass allowance (equal to a one-zone monthly bus pass). At the beginning of each semester employees will inform the Finance Office whether they will be using the parking sticker or the transit pass allowance. Student employees shall be eligible for this benefit if the Upass program is discontinued. **The Employer shall reimburse Student Employees 100% of the cost for a Upass.** Semesterly parking stickers (mall) shall be provided to any Permanent employee who is regularly required by the Employer to work outside the normal hours of work set out in Article 42(1)(c).

On behalf of the Employer:

DocuSigned by:

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September 21, 2021

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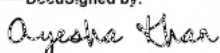
On behalf of the Union:



September 21, 2021

Article 21: Staff Room

The Employer agrees to provide a staff room in the Student Union Building 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 equip the room furniture, equipment and appliances appropriate for staff food and beverage storage and preparation.

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For the Employer
March 31, 2021

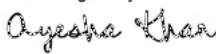


For the Union
March 23, 2021

Article 22: Office Holidays – Union Counter

1. Definition: An Office Holiday is a day of time off with pay for all Permanent or Replacement employees.
 - c. Student Employees and Designated Assistants shall receive pay in lieu of twelve (12) office holidays in the amount of four point six percent (4.6%) of gross wages to be calculated and accumulated each pay period.

~~Student Employees shall receive their accumulated~~ This four point six percent (4.6%) statutory holiday pay shall be paid on each payroll or, by request, be accumulated and paid out as a lump sum as part of the last pay issued prior to the annual ~~Christmas seasonal~~ holidays in December, ~~or upon request by the employee.~~
 - d. Project Workers shall receive pay in lieu of statutory holidays as defined in c. above provided that their term of employment is beyond thirty (30) calendar days.

DocuSigned by:

A0653066EDD5487 ...

For the Employer
March 31, 2021



For the Union
March 31, 2021

Article 22: Office Holidays

1. Definition: An Office Holiday is a day of time off with pay for all Permanent Employees.

2. Recognized Office Holidays:

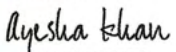
a. The Employer recognizes the following holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- International Women's Day
- Victoria Day
- Canada Day
- BC Day
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- December 24th
- Christmas Day
- Boxing Day


b. The Employer agrees to recognize any additional holidays declared by the Government of Canada and designated as statutory holidays in British Columbia, or designated by the University.

c. Student Employees and Designated Assistants shall receive pay in lieu of twelve (12) office holidays in the amount of four point six percent (4.6%) of gross wages to be calculated and accumulated each pay period. Student Employees shall receive their accumulated four point six percent (4.6%) statutory holiday pay as part of the last pay issued prior to the annual Christmas holidays, or upon request by the employee.

d. Project Workers shall receive pay in lieu of statutory holidays as defined in c. above provided that their term of employment is beyond 30 calendar days.

DocuSigned by:

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For the Employer



For the Union


Article 22: Office Holidays

3. Designating a Recognized Office Holiday

- a. For each Recognized Office Holiday (except December 24, Christmas Day, Boxing Day and New Years' Day) 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 the Office Holidays covered by this section falls on a Permanent or Replacement employee's scheduled day off, they have 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 a Staff Liaison Officer. Such approval shall not be unreasonably withheld.

DocuSigned by:

A0653066EDD5487...

For the Employer

3/23/2021



For the Union

March 23, 2021

Article 22: Office Holidays

4. Work on Office Holidays

a. In the event the Employer determines that an area maintain operations during an Office Holiday, a Working Conditions meeting shall be called at least thirty (30) calendar days in advance of the Office Holiday for the purpose of consulting with the Union concerning staffing arrangements.

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~~ a Staff Liaison Officer. Such approval shall not be unreasonably withheld.

Ayesha Khan

3/1/2021

For the Employer



For the Union

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: NM5

Article: 23

Date: April 14, 2021

Time:

Without Prejudice E.&O.E

Current Language:

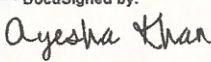
Article 23: Vacations

5. All other Permanent Employees shall be entitled to an annual vacation with pay on the following basis:
 - c. Vacation Entitlement Carryover: At the end of each calendar year an employee may carryover up to one week of unused vacation time to the next calendar year. This vacation time may be used at any time within the next calendar year.

Proposed Language:

Article 23: Vacations

5. All other Permanent Employees shall be entitled to an annual vacation with pay on the following basis:
 - c. Vacation Entitlement Carryover: At the end of each calendar year an employee may carryover up to one **two (2)** weeks of unused vacation time to the next calendar year **or may elect to have their accumulated vacation paid out on the last pay period of the year. This Carried over** vacation time may be used at any time within the next calendar year.

DocuSigned by:

A0653066EDD5487...

For the Employer

April 14, 2021



For the Union

April 14, 2021

Article 23: Vacations

1. (New 1) ~~The remainder of this Article shall refer to Permanent and Permanent Replacement employees:~~

(New 1) Vacation times are to be determined by mutual agreement between the employee and the Employer. It is understood that employees will consider operational needs when making their submissions.

2. (New 2) Calendar Year: The calendar year shall mean the twelve month period from January 1 to December 31 inclusive.
3. (New 3) ~~All other Permanent Employees shall be entitled to an annual vacation with pay on the following basis:~~

- a. First Calendar Year of Employment:

- i. During their 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~~ a Staff Liaison Officer for prior approval.

- b. Subsequent Calendar Years of Employment:

Year of Service	Vacation Entitlement
2 nd	3 weeks

3 rd	3 weeks
4 th	3 weeks
5 th	3 weeks 3 days
6 th	4 weeks
7 th	4 weeks 3 days
8 th	5 weeks
9 th	5 weeks 3 days
10 th , etc	6 weeks

4. *Permanent Employees Vacation Entitlement: Permanent Employees whose names are listed in the attached Letter of Agreement - Vacation ~~Grandfathering~~ Legacy dated, January 30, 2015 will have their Vacation Entitlement ~~grandfathered~~ Legacy under the terms of Article 23 (4) in the 2009 to 2014 Collective Agreement.*

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~~ carry over up to two weeks (10 days) of unused vacation time to the next calendar year. This vacation time may be used at any time within the next calendar year.

5. (New 4) Permanent Replacement Employees:

- a. First Calendar Year of Employment: During their first calendar year of service, a Permanent 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.

- a. This vacation entitlement may be used at any time during the employee's period of employment. However, they 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 a Staff Liaison Officer. No reasonable request shall be denied.
7. Mandatory Vacation: Starting with the second year of employment, an employee must take two (2) weeks vacation time off, or one-half (1/2) their vacation time owing, whichever is less.
8. Termination: If an employee is terminated, or if an employee terminates employment, their 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~~ paycheques 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. An employee who intends to take two (2) or more consecutive weeks of vacation shall provide one (1) month's notice.~~
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, vacations shall be scheduled on the basis of seniority.
11. ~~Paycheques: An employee may, upon giving five (5) calendar days prior notice, receive on the last working day preceding~~

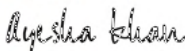
~~commencement of their vacation, any cheques which would normally fall due during the period of their vacation.~~

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 their vacation.
13. Approved Sick Leave During Vacation: Where an employee becomes ill or suffers an accident while on paid vacation, they shall be entitled to draw on accumulated sick leave for the duration of the illness or disability without loss of vacation time. The Employer may ask that sSuch illness or disability ~~must~~ be certified by a medical practitioner.
14. Work During Scheduled Vacation:
 - a. The Working Conditions Committee or a Staff Liaison Officer may request an employee to work during their 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, they may determine when to take the time off, subject to the approval of ~~the~~ a Staff Liaison Officer. Such approval shall not be unreasonably withheld.
 - ~~b.~~ 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.

15. Vacation Pay for Students, Designated Assistants and Project Workers: Students, Designated Assistants and Project Workers shall receive the following vacation pay:

- a. For those employees with less than five (5) consecutive years of service: vacation pay equal to four percent (4%) of their gross earnings.
- b. After five (5) consecutive years of service: vacation pay equal to six percent (6%) of their gross earnings.

Students, Designated Assistants and Project Workers may elect to have their vacation pay paid to them on each paycheck or they may bank their vacation pay within a calendar year and have it paid out at a time when they take a scheduled vacation within that calendar year. They may carry over 5 vacation days (or 35 hours) to a subsequent calendar year. Requests for scheduled vacation are subject to approval by the Employer. For Students, scheduled vacation is considered a leave of absence under Article 29(3).

DocuSigned by:

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8/11/2021

For the Employer



For the Union

Article 24: Semestered Time Off

1. ~~Christmas~~ Seasonal Time Off:

- a. All Permanent and ~~Permanent~~ Replacement full-time employees shall receive paid time off for the days of December 27-31.
- b. All Permanent and ~~Permanent~~ Replacement part-time employees shall receive pay equivalent to their normally scheduled hours of work during ~~Christmas~~ Seasonal time off.
- c. No additional time off will be scheduled for those days cited above which fall on a normally scheduled day off. Article 22.4 shall not apply.

Ayesha Khan

3/1/2021

For the Employer



For the Union

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: M2

Article: 25

Date: September 17, 2021

Time:

Without Prejudice E.&O.E

Current Language:

Article 25: Special Leave

1. Entitlement: All employees are entitled to the following leaves and benefits, except where otherwise indicated.
2. Requests for Special Leaves: Requests for any Special Leave shall be submitted in writing to the Staff Liaison Officer a minimum of one (1) week before such leave shall be taken except where extenuating circumstances do not permit, in which case the employee will contact the Employer and follow up with written confirmation as soon as reasonably possible.
3. Vacation and Paid Leave to be Credited: If an employee is on vacation or other paid leave and becomes eligible for a leave as outlined in this Article, they 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.
4. Personal Leave: Permanent Employees are granted up to four (4) full working days with pay each year to deal with personal issues. Up to two (2) additional working days of Personal Leave may be taken from the Employee's vacation entitlement. Personal Leave days are not to be used as vacation.
5. Family Responsibility Leave: Up to five (5) days of unpaid Family Responsibility Leave shall be granted to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's "immediate family" (defined below) in accordance with the provisions of the *Employment Standards Act of BC*. Permanent employees and Designated Assistants may, upon notification to the Staff Liaison Officer, use up to three (3) days of their available paid sick leave entitlement during Family Responsibility Leave, 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 the request for such extension is submitted prior to their desired use.
6. Compassionate Care Leave: Compassionate Care Leave shall be granted in accordance with the provisions of the *Employment Standards Act of BC*. At the time of ratification, this leave entitles employees to eight (8) weeks of unpaid leave to care for a family member with a serious medical condition where they provide the Employer

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: M2

Article: 25

Date: September 17, 2021

Time:

Without Prejudice E.&O.E

with a medical certificate stating that there is a significant risk of death within twenty-six (26) weeks. Employees can apply for a further eight (8) week leave in accordance with the Act. Refer to the Act for further details associated with this leave. Permanent Employees and Designated Assistants may use up to five (5) days of their available paid sick leave entitlement per year during Compassionate Care Leave. 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 five (5) days per year may be extended by mutual agreement of the Staff Liaison Officer and the Shop Steward, provided the request for such extension is submitted prior to their desired use.

7. Court Duty: An employee required to attend court as a juror or a witness shall be granted paid leave for the actual time an employee is required to be in attendance at court plus a reasonable amount of travel time. If the employee receives remuneration for Court Duty, such remuneration shall be turned over to the Employer.
8. Bereavement Leave:
 - a. Permanent Employees are entitled to five (5) consecutive days of paid leave on the death of a member of their "immediate family".
 - b. Students and Designated Assistants are entitled to three (3) consecutive days of paid leave on the death of a member of their "immediate family".
 - c. Additional bereavement leave without pay may, upon request, be granted by the Staff Liaison Officer.
 - d. Bereavement Leave must be taken at the time of the bereavement.
 - e. All employees actively at work who take Bereavement Leave will receive regular pay for the days taken. Bereavement Leave is not compensable when the Employee is on a leave of absence or lay-off at the time of the bereavement.

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: M2

Article: 25

Date: September 17, 2021

Time:

Without Prejudice E.&O.E

Application of the Employment Standards Act of British Columbia:

9. For the purposes of Family Responsibility Leave and Bereavement Leave in this Article, "Immediate family" means: 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. It is agreed that this definition encompasses the definition of "immediate family" in the *Employment Standards Act*. Should the definition in the Act change to include relationships not set out in this Article, those additions will apply. Should the definition in the Act change to exclude any relationships set out in this Article, such changes will not apply.
10. For the purpose of Compassionate Care Leave, "family member" has the definition set out in the *Employment Standards Act and Regulation*.
11. The provisions in this Article relating to Family Responsibility Leave, Compassionate Care Leave, Court Duty and Bereavement Leave are inclusive of, not in addition to, the employee's statutory entitlement to those leaves under the *Employment Standards Act of British Columbia*, as amended.
12. If the *Employment Standards Act of British Columbia* is amended such that it is more generous than the leaves provided for in this Article, the increased entitlement will apply in accordance with the Act. If the Act is amended to decrease employees' entitlement under the leaves provided for in this Article, those decreases will not apply.

Proposed Language:

Article 25: Special Leave

1. Entitlement: All employees are entitled to the following leaves and benefits, except where otherwise indicated.
2. Requests for Special Leaves: Requests for any Special Leave shall be submitted in writing to the Staff Liaison Officer a minimum of one (1) week before such leave shall be taken except where extenuating circumstances do not permit, in which case the employee will contact the Employer and follow up with written confirmation as soon as reasonably possible.

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: M2

Article: 25

Date: September 17, 2021

Time:

Without Prejudice E.&O.E

3. Vacation and Paid Leave to be Credited: If an employee is on vacation or other paid leave and becomes eligible for a leave as outlined in this Article, they 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.
4. Personal Leave: Permanent Employees are granted up to four (4) full working days with pay each year to deal with personal issues. Up to two (2) additional working days of Personal Leave may be taken from the Employee's vacation entitlement. Personal Leave days are not to be used as vacation.
5. Family Responsibility Leave: Up to five (5) days of unpaid Family Responsibility Leave shall be granted to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's "immediate family" (defined below) in accordance with the provisions of the *Employment Standards Act of BC*. Permanent employees and Designated Assistants may, upon notification to the Staff Liaison Officer, use up to three (3) days of their available paid sick leave entitlement during Family Responsibility Leave, 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 the request for such extension is submitted prior to their desired use.
6. Compassionate Care Leave: Compassionate Care Leave shall be granted in accordance with the provisions of the *Employment Standards Act of BC*. At the time of ratification, this leave entitles employees to eight (8) weeks of unpaid leave to care for a family member with a serious medical condition where they provide the Employer with a medical certificate stating that there is a significant risk of death within twenty-six (26) weeks. Employees can apply for a further eight (8) week leave in accordance with the Act. Refer to the Act for further details associated with this leave. Permanent Employees and Designated Assistants may use up to five (5) days of their available paid sick leave entitlement per year during Compassionate Care Leave. 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 five (5) days per year may be extended by mutual agreement of the Staff Liaison Officer and the Shop Steward, provided the request for such extension is submitted prior to their desired use.

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: M2

Article: 25

Date: September 17, 2021

Time:

Without Prejudice E.&O.E

7. Court Duty: An employee required to attend court as a juror or a witness shall be granted paid leave for the actual time an employee is required to be in attendance at court plus a reasonable amount of travel time. If the employee receives remuneration for Court Duty, such remuneration shall be turned over to the Employer.
8. Bereavement Leave:
 - a. Permanent Employees are entitled to five (5) consecutive days of paid leave on the death of a member of their "immediate family".
 - b. Students and Designated Assistants are entitled to three (3) consecutive days of paid leave on the death of a member of their "immediate family".
 - c. Additional bereavement leave without pay may, upon request, be granted by the Staff Liaison Officer.
 - d. Bereavement Leave must be taken at the time of the bereavement.
 - e. All employees actively at work who take Bereavement Leave will receive regular pay for the days taken. Bereavement Leave is not compensable when the Employee is on a leave of absence or lay-off at the time of the bereavement.
9. **Leave for Domestic Violence: Where leave from work is required due to an employee and/or an employee's dependent child or dependent person under their care being a victim of domestic violence, the employee shall be granted (5) five days leave with pay per calendar year. Such leave may be taken intermittently or in one continuous period.**

Application of the Employment Standards Act of British Columbia:

10. For the purposes of Family Responsibility Leave and Bereavement Leave in this Article, "Immediate family" means: 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. It is agreed that this definition encompasses the definition of "immediate family" in the Employment Standards Act. Should the definition in the Act change to include relationships not set out in this Article, those additions will apply. Should the definition in the Act change to exclude any relationships set out in this Article, such changes will not apply.

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: M2

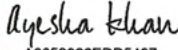
Article: 25

Date: September 17, 2021

Time:

Without Prejudice E.&O.E

11. For the purpose of Compassionate Care Leave, "family member" has the definition set out in the Employment Standards Act and Regulation.
12. The provisions in this Article relating to Family Responsibility Leave, Compassionate Care Leave, Court Duty, ~~and~~ Bereavement Leave **and Leave for Domestic Violence** are inclusive of, not in addition to, the employee's statutory entitlement to those leaves under the *Employment Standards Act of British Columbia*, as amended.
13. If the *Employment Standards Act of British Columbia* is amended such that it is more generous than the leaves provided for in this Article, the increased entitlement will apply in accordance with the Act. If the Act is amended to decrease employees' entitlement under the leaves provided for in this Article, those decreases will not apply.

DocuSigned by:

A0653066EDD5487...

Ayesha Khan

9/17/2021



9/17/2021

Article 26: Professional and Personal Development

1. The following shall apply to all educational leave:

- a. All requests for educational leave shall be made in writing and shall be forwarded to ~~the~~ a 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.
- b. The Employer shall determine 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 organizations concerned with the policy, economics, social organization, or practice of education;
 - iii. Courses, conferences, and meetings relevant to the Student Society and its services.
- c. If a request for educational leave is not approved, ~~the~~ a 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.

Ayesha Khan

3/1/2021

For the Employer



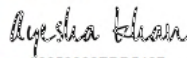
For the Union

Article 26: Professional and Personal Development – Union Counter April 14, 2021

2. Job Development & Training: **Up to \$2000.00 will be available to each employee per fiscal year for the purpose of professional development.** ~~if~~ 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.~~ prepay course fees and related costs for approved Professional Development.
 - c. (New c) Where possible and appropriate, staff may use the SFSS VISA card to make these prepayments.
 - d. (New d) In the event that a prepaid course is not successfully completed by the staff member, the Parties agree that a Working Conditions Committee shall review the circumstances.
 - e. (New e) Where the Committee deems that failure to complete the course was due to circumstances reasonably within control of the staff member, a fair and equitable repayment plan may be applied.
 - f. **Employees may request to carryover any unused amount of their professional development fund (\$2000.00) into the next fiscal year but in no case will an employee's entitlement be**

greater than \$4000.00. Such carryover requests shall not be unreasonably denied.

- g. ~~(Was e)~~ 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.
 - h. ~~(Was 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 their work:
- a. The Employer shall grant leave without pay for up to five (5) hours per week to attend the course and write examinations in it.
4. In order to have their leave granted under Section 26.02 or 26.03, the employee must submit a copy of their confirmation of enrolment to ~~the~~ a Staff Liaison Officer prior to the start of classes.

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8/11/2021

For the Employer



For the Union

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/self-isolation, 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 parental leave, Permanent employees shall receive sick leave credits totalling one and one half (1.5) days for each month of their 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 totalling eighteen (18) 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 their annual allotment, whichever is less, shall be carried forward.

c. Permanent Replacement Employees: Upon commencement of employment, each Permanent Replacement employee shall be entitled to sick leave credits equivalent to the annual allotment of the replaced employee, ~~pro-rated~~ prorated according to the period for which the replacement employee is hired.

Ayesha Khan

3/1/2021

For the Employer




For the Union

Article 27: Sick Leave and Extended Sick Leave - amended

2. Extended Sick Leave:

- a. Definition: An employee shall be deemed to have applied for and been granted extended sick leave after they have been absent on normal sick leave for ten (10) 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 their 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 their normal wage. The maximum benefit that an employee may receive is up to forty-five (45%) of their normal wage, for the period of E.I. benefits, up to a maximum of fifteen (15) weeks **paid at the request of the Employee, either biweekly or as 1 lump sum on their return to work.**
- 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*.

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For the Employer



For the Union

Article 27: Sick Leave and Extended Sick Leave

5. Dental and Medical Appointments: Each Permanent full-time employee shall be entitled to twenty one (21) hours paid leave per year for the purpose of attending their own medical and dental appointments, including appointments with health practitioners. Permanent part-time and ~~Permanent~~ Replacement employees shall receive a ~~pro-rated~~ prorated entitlement. Unused time may not be carried forward to the following year. Employees are expected to advise the Employer of medical appointments as soon as the appointment is made. The Employer may request documentation confirming the appointment and will pay for such documentation, if requested.

Ayesha Khan

3/1/2021

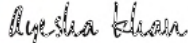
For the Employer



For the Union

Article 28: Pregnancy, Parental and Extended Parental Leaves

- b. Permanent or ~~Permanent~~ Replacement employees who receive EI benefits related to pregnancy and/or parental leave will, ~~upon return to work at the end of their leave, be paid a back to work bonus equal to the difference between the EI benefits received during the leave and their regular wages for the period of time they received EI benefits.~~ receive bi-weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 100% of the employee's basic pay.

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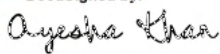
For the Employer



For the Union

Article 28: Pregnancy, Parental and Extended Parental Leaves

- c. Permanent or ~~Permanent~~ Replacement employees who are ineligible to receive EI benefits related to pregnancy and/or parental leave because of their recent work schedule and who have worked for the Employer for more than one (1) year at the time the leave begins will be paid an amount equal to the amount they would have received from EI had they been eligible to receive EI benefits in relation to their leave.
- d. Permanent or ~~Permanent~~ Replacement employees who do not qualify for ~~Pregnancy~~ Maternity Leave but who do qualify for Parental Leave may seek an additional four (4) weeks of paid Parental Leave, which may not be taken during any period in which the employee is in receipt of EI benefits.
- e. At the end of the employee's ~~Pregnancy~~ Maternity or Parental Leave, the employee shall be returned to their former position. Permanent or Replacement employees have the option of requesting temporarily reduced hours. Such requests will not be unreasonably denied.
- f. No employee shall be severed or lose benefits because of taking ~~Pregnancy~~ Maternity or Parental 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.

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3/1/2021

For the Employer

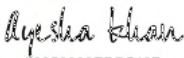


For the Union

Article 28: Pregnancy, Parental and Extended Parental Leaves

- c. (New) Should the employee fail to return to work, or return and work at the SFSS for a period of 6 months or less, the employee shall reimburse the SFSS for the pregnancy, parental leave allowance received under Clauses 28.1.b above on a **prorated** repayment schedule. The Employer shall not unreasonably deny any requests made by the Employee to waive repayments due to unforeseen circumstances.

**** re-letter remaining clauses as appropriate**

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8/11/2021

For the Employer



For the Union

Article 28: Pregnancy, Parental and Extended Parental Leaves

2. Application of the *Employment Standards Act of BC*:

a. The provision for ~~Pregnancy~~ Maternity and Parental Leaves in this Article are to be read as inclusive of, not in addition to, the employee's statutory entitlement to those leaves under the *Employment Standards Act of British Columbia*, as amended.

Ayesha Khan

3/1/2021

For the Employer




For the Union

Article 28: Pregnancy, Parental and Extended Parental Leaves

3. Extended Parental Leave:

- a. Upon written request to ~~the~~ a Staff Liaison Officer, a Permanent employee on ~~Pregnancy~~ Maternity or Parental leave shall be granted up to an additional twelve (12) months unpaid Extended Parental Leave. Such Extended Parental Leave must begin immediately following the end of the employee's Pregnancy or Parental leave.
- 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, ~~they shall receive any back-to-work bonus they have earned under section 28.01, and~~ shall be reinstated in their former position, or an equivalent position, with the sick leave credits and vacation entitlements they have earned prior to the leave.

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8/11/2021

For the Employer



For the Union

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. They must give at least one (1) ~~months~~ month's notice. All leaves are subject to the Employer's ability to maintain normal operations. Approval for such leave will not be unreasonably denied.

Ayesha Khan

3/1/2021

For the Employer



For the Union

Article 29: Leave of Absence Without Pay

3. Student Employees:

a. Student employees shall receive one leave of absence without pay for up to one semester per one (1) year term of employment to a maximum of five (5) leaves. The employee must notify the Employer in writing of the request for leave one (1) month prior to such leave. Student employees may also apply for additional leave as per Article 29.1.

Ayesha Khan

3/1/2021

For the Employer



For the Union

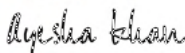
Article 31: Childcare Benefits

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. Children in a licensed childcare facility or in the care of a hired caregiver (who is not the child's parent or the employee's partner) shall be considered as workers eligible for such payments provided a receipt from the facility, hired caregiver, or Revenue Canada payroll remittance for the hired caregiver is supplied to the Employer. 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 (1/2) day off with pay per month for duty shifts.
3. **Substitute Care:** The Employer shall reimburse ~~an amount of up to \$4.87 an hour an agreed upon regional average per hour~~ for an employee who is a parent who incurs a cost for substitute care when required to work outside of their regular work day as defined in Article 42, **based on the Substitute Care Reimbursement Schedule below.**

Substitute Care Reimbursement Schedule (based on an hourly rate):

Year	2019	2020	2021	2022	2023	2024
4% Childcare Inflation Rate	\$4.50	\$4.68	\$4.87	\$5.06	\$5.26	\$5.47

4. Application for reimbursement under this section shall include the receipt for childcare charges.

DocuSigned by:

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For the Employer
 September 21, 2021



For the Union
 September 21, 2021

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~~ Extended Health Benefits 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 \$500.00 every two years.

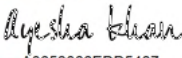
Minimum coverage for Dental Plan shall be Plan A-100%; Plan B- 80%; and Plan C- 75%.

Temporary Designated Assistants and/or Project Workers with a contract of 12 months or greater, may participate in Extended Health Benefits provided they pay one-half (1/2) of the Benefit Plan monthly premiums.

All eligible employees listed above (Article 32.1) ~~and Designated Assistants~~ must successfully complete the probationary period (Article 38.1) in order to join the Extended Health and Dental Plans.

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. Student Employees **and Project Workers;** ~~and Designated Assistant:~~ ~~Student Employees and Designated Assistants shall be entitled to opt into these plans in their second semester of employment, in the case where a mandatory Health Care Benefit plan is no longer available for SFU undergraduates, student employees and~~ **Project Workers** may opt into these plans following the probation period, provided they pay one-half (1/2) the cost of these plans.
5. Absences: If an employee is absent because of illness, accident, parental, 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.

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8/11/2021

For the Employer



For the Union

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: M3

Article: 32

Date: September 21, 2021

Time: 12:46pm

Without Prejudice E.&O.E

Current Language:

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 \$500.00 every two years.

Minimum coverage for Dental Plan shall be Plan A-100%; Plan B-80%; and Plan C-75%.

Permanent employees must successfully complete the probationary period in order to join the Extended Health and Dental Plans.

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: M3

Article: 32

Date: September 21, 2021

Time: 12:46pm

Without Prejudice E.&O.E

Proposed Language:


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 ~~\$500.00~~ **750.00** every **(2)** two years. **Included in such plan will be an option to forgo the purchase of eyeglasses in exchange for undergoing laser eye surgery. Such surgery costs will be re-imbursed at a rate of \$375.00 per year until repaid in full at which time access to the optical plan will continue at \$750.00 every (2) two years.**

Minimum coverage for Dental Plan shall be Plan A-100%; Plan B-80%; and Plan C-75%.

Permanent employees must successfully complete the probationary period in order to join the Extended Health and Dental Plans.

On behalf of the Employer:

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September 21, 2021

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On behalf of the Union:



September 21, 2021

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CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: M4 Union Counter

Article: 33

Date: September 21, 2021

Time: 1:31pm

Without Prejudice E.&O.E

Current Language:

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 their 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 and Designated Assistants are eligible to opt into the plan after one semester of employment.

Proposed Language:

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: **from the first day of employment to a maximum of \$100.00 or 4% of regular gross earnings whichever is greater.**

~~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.~~

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: M4 Union Counter

Article: 33

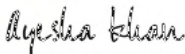
Date: September 21, 2021

Time: 1:31pm

Without Prejudice E.&O.E

- ~~a. The employee shall submit, upon request, documentation certifying their 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. The employee shall submit, upon request, documentation certifying their participation in the plan.
3. 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.
4. Student employees and Designated Assistants are eligible to opt into the plan after ~~one semester of employment~~ **successfully completing the probationary period.**

On behalf of the Employer:

DocuSigned by:

A0653066EDD5487...

September 21, 2021

On behalf of the Union:




September 21, 2021

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. **Preference will be shown to internal candidates. Significant and sustained effort will be made to encourage candidates from marginalized and equity-deserving groups and with lived experience of marginalization and oppression (including Black, Indigenous and People of Colour, LGBTQIA2S+ and persons with disabilities and who are neurodivergent) to apply.**”

1. When filling any vacant or new unionized position, a Hiring Committee is struck by the Employer. The Hiring Committee’s composition shall consist of two (2) representatives from the ~~Employer~~ Union and two (2) representatives from the ~~Union~~ Employer.

Where a hiring involves a specific constituency, one (1) Employer place on the committee may be substituted by a representative from within that community, provided the member is an SFU undergraduate student. Any disagreement in committee composition shall be taken to a Working Conditions Committee.

DocuSigned by:

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For the Employer
April 19, 2021



For the Union
April 19, 2021

Article 37: Layoff & and Recall

1. Layoff:

a. Definition: The term "Layoff" is defined as a reduction in the work force or the hours of work as defined in this Agreement for Permanent employee classifications. (Move below) ~~Student, Designated Assistant and Project Worker 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.

Student, Designated Assistant and Project Worker employees shall only be considered as laid off when their position is terminated.

Ayesha Khan

3/1/2021

For the Employer



For the Union

Article 37: Layoff & and Recall

5. Severance Pay

- a. Permanent employees who are given notice of layoff have the right to choose severance pay instead of either exercising their bumping rights under Article 37.3 or electing layoff. A decision to elect severance pay instead of bumping or layoff must be made in writing to the Employer within ten (10) working days of being notified of the layoff. Once a Permanent employee elects to receive severance pay, all recall rights and seniority will be lost.
- b. Severance pay will be equivalent to four (4) months of pay and benefits.

Ayesha Khan

3/1/2021

For the Employer



For the Union

Article 38: Probation Period

1. Duration: The probation period of all employees, including Student Employees, Designated Assistants and Project Workers, shall be ninety (90) calendar days, commencing the first day of their employment. The Employer may extend an ~~employees'~~ employee's probationary period, 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 ninety (90) calendar days, the two (2) written reviews will occur approximately mid-way through the term of employment and at the three-quarters (3/4) point of the term of employment.

Ayesha Khan

3/1/2021

For the Employer




For the Union

Article 38: Probation Period

3. The probationary employee shall be subject to two (2) 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 (1) 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~~ A 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 seven (7) days following the review and shall be included in the employee's personnel file.

DocuSigned by:

A0653066EDD5487...

For the Employer
March 31, 2021



For the Union
March 31, 2021

Article 40: Discipline/ and Discharge

Preamble: The Employer and the Union recognize the importance of, and agree to the ~~maintain~~ maintenance of 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. This deadline is ~~(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 their 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 their 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 their former position, with no loss of seniority, or benefits, and will be compensated ~~compensation~~ for all time lost retroactive to the date of discharge.

4. In the 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~~ Council, upon receipt of a recommendation of the Labour Committee. Such dismissals are subject to the grievance procedure.

Ayesha Khan

3/1/2021

For the Employer




For the Union

Article 42: Hours of Work

(New 3) Designated Assistants:

- a. **Shifts for Designated Assistants who are not Student Employees shall occur at the time of hire, and/or when operational needs deem necessary.**
- b. The scheduling of **Student Employees** who are Designated Assistant shifts shall occur on a semesterly basis taking into account operational needs.
 - i. Every employee in their first year of employment shall receive a minimum of eight (8) scheduled hours of work per week, provided they have provided a minimum of sixteen (16) hours per week of availability to the Employer.
 - ii. Every employee in their second or subsequent year of employment shall receive a minimum of eight (8) scheduled hours of work per week, provided they have 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 they have provided a minimum of twenty (20) hours per week of availability to the Employer.
- e. (NEW) Designated Assistants: Designated **Assistants** shall work the hours and schedule specified in their job description, or as determined jointly with their supervisor. The scheduling shall be within the normal hours of work for Permanent employees, unless otherwise agreed by the Union and a Staff Liaison Officer.

3. (New 4) Project Workers/Emergency Hires: Project Workers/Emergency Hires shall work the hours and schedule specified in their job description, or as determined jointly with their 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. (New 5) Meal Period: Any employee working a seven (7) hour day shall be entitled to a daily unpaid lunch period of not less than thirty (30) minutes nor more than one (1) hour.
5. (New 6) Relief Periods: Any employee working four (4) consecutive hours is entitled to a fifteen (15) minute paid break. Thereafter, for each hour worked, they may take a five (5) minute paid break. These breaks may be taken at any time the employee chooses.
- (New 7) Staff may submit a request to an SLO that some scheduled shifts be 'worked remotely'. These considerations shall take into account operational requirements. It is understood that not all requests can be accommodated.

DocuSigned by:

A0653066EDD5487...

8/11/2021

For the Employer



For the Union

Article 43: Overtime

3. Mutual Agreement:

- a. Employer requests for overtime must be made through ~~the~~ a 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~~ a Staff Liaison Officer must approve such a request beforehand. Emergency overtime must be reported to ~~the~~ a Staff Liaison Officer and the Union on the following working day.
- b. Time Off in Lieu of Overtime Pay: An employee who works overtime may, in lieu of overtime pay, opt for equivalent time off. They must give written notification of this choice to ~~the~~ a Staff Liaison Officer within ten (10) working days of working the overtime. They 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.

Ayesha Khan

3/1/2021

For the Employer



For the Union

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: NM8

Article: 43(3)(b)

Date: February 25, 2021

Time: 3:38pm

Without Prejudice E.&O.E

Current Language:


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.

Proposed Language:

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. **Requests for overtime will be considered on a case by case basis and will not be unreasonably denied.**

DocuSigned by:

A0653066EDD5487...


For the Employer 2/26/2021



For the Union

Article 43: Overtime - amended

8. Overtime Worked on an Office Holiday: An employee who has agreed to work on an Office Holiday shall be paid according to Section 22.04 (Work on Office Holidays) for the length of their scheduled working day, and double that rate thereafter.

DocuSigned by:

A0653066EDD5487...

For the Employer
April 14, 2021



For the Union
April 14, 2021

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: M6 (consequential document)

Article: 44

Date: September 21, 2021

Time: 1:17pm

Without Prejudice E.&O.E

The Parties agree that as of May 1, 2024 the wage grid in Article 44 will be amended by replacing:

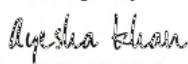
Permanent - "Group A"

Permanent – "Group A (Legacy)" (formerly grandfathered) and;

Permanent - "Group B"

with "Coordinator". The lists of Coordinators considered Group A and Group B will also be deleted from this Article.

On behalf of the Employer:

DocuSigned by:

A0653066EDD5487...

September 21, 2021

On behalf of the Union:



September 21, 2021

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: M6

Article: 44

Date: September 21, 2021

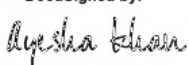
Time: 12:26pm

Without Prejudice E.&O.E

Union Counter to Employer proposal regarding wages received on September 20, 2021 (amended following Employer counter proposal received @ 11:16am on September 21, 2021):

1. Correct two tiering of wages by end of 5-year term (Sept 1, 2019 to August 31, 2024) retroactive to May 1, 2020 **consistent with the Employer's counter proposal regarding wages received @ 11:16am on September 21, 2021 (attached).**
2. Apply **General** wage increases to each year of the collective agreement **for all bargaining unit positions** retroactive to May 1, 2020 **consistent with the Employer's counter proposal regarding wages received @ 11:16am on September 21, 2021 (attached).**
3. Include in the monetary package as previously discussed:
 - i. Conversion of 7 DA positions for the purpose of collective agreement entitlements
 - ii. RRSP increase from 3% to 4%
 - iii. Benefit increase re vision care
 - iv. Retroactive increase to childcare benefits
 - v. Payment of U-pass for Student Employees
4. Sign a commitment that at the end of the term Article 44 will be amended in a manner that will have all coordinators under one designation with references to previous groups removed.
5. **The Employer will contact those Bargaining Unit Employees who earned wages during the period covered by this agreement to facilitate payment of any retroactive wages owed to such members.**

On behalf of the Employer:

DocuSigned by:

A0653066EDD5487...

September 21, 2021

On behalf of the Union:



September 21, 2021

CUPE Local 3338 Unit 5 SFSS**Bargaining Proposal: M6****Article: 44****Date:** September 21, 2021**Time:** 12:26pm

Without Prejudice E.&O.E

Substitute Care Reimbursement Schedule (based on an hourly rate):											
Year	2019	2020	2021	2022	2023	2024					
4% Childcare Inflation Rate	4.50	4.68	4.87	5.06	5.26	5.47					
	Ratification	New CA									
Wage Tables	2019-2020	2020-2021		2021-2022		2022-2023		2023-2024		2024-2025	
Increase			Fixed		Fixed		Fixed		Fixed		Fixed
Permanent Group A	26.94	28.83	1.89	30.72	1.89	32.61	1.89	34.50	1.89	36.39	1.89
-Annual 2%			0.58		0.61		0.65		0.69		0.73
-Increase			1.31		1.28		1.24		1.20		1.16
	Ratification	New CA									
	2019-2020	2020-2021		2021-2022		2022-2023		2023-2024		2024-2025	
Increase			0.02		0.02		0.02		0.02		0.02
Permanent Group A (Legacy)	32.96	33.62	0.67	34.29	0.69	34.98	0.70	35.68	0.71	36.39	0.73
Permanent Group B	32.96	33.62	0.67	34.29	0.69	34.98	0.70	35.68	0.71	36.39	0.73

CUPE Local 3338 Unit 5 SFSS**Bargaining Proposal: M6****Article: 44****Date:** September 21, 2021**Time:** 12:26pm

Without Prejudice E.&O.E

	Ratification	New CA									
	2019-2020	2020- 2021		2021- 2022		2022- 2023		2023- 2024		2024- 2025	
			0.02		Fixed		Fixed		0.02		0.02
Student/Project/Designated Assistant	15.63	15.94	0.32	17.50	1.56	19.50	2.00	19.89	0.39	20.29	0.40

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: M7

Article: 45

Date: September 21, 2021

Time: 1:43pm

Without Prejudice E.&O.E

Current Language:

Article 45: Duration

1. This Agreement shall be binding and remain in effect from September 1, 2014 to and including August 31, 2019, and shall be renewed from year to year thereafter unless either Party gives notice to the other Party in writing at least two (2) 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*.

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: M7

Article: 45

Date: September 21, 2021

Time: 1:43pm

Without Prejudice E.&O.E

Proposed Language:

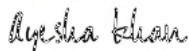
Article 45: Duration

1. This Agreement shall be binding and remain in effect from September 1, 2014~~19~~ to and including August 31, 2019~~24~~, and shall be renewed from year to year thereafter unless either Party gives notice to the other Party in writing at least two (2) 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*.

DocuSigned by:

A0653066EDD5487...

For the Employer

September 21, 2021




For the Union

September 21, 2021

Article 46: Negotiating the Collective Agreement

8. The SFSS ~~Resource Coordinator~~ staff responsible for policy oversight shall be entrusted with producing 'clean' or 'final' copies of contract articles. They shall make minor corrections in spelling. Changes in grammar or layout shall be referred back to the negotiating committees.

DocuSigned by:

A0653066EDD5487...

For the Employer

3/23/2021



For the Union

March 23, 2021

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: NM10

Article: LOU's


Date: February 25, 2021

Time: 3:56pm

Without Prejudice E.&O.E

The parties agree to review all Letters of Agreement, Letters of Understanding, Memorandum of Agreements and Appendixes with a view to either:

1. Amend
2. Apend
3. Delete
4. Renew or
5. Incorporate into the body of the Collective Agreement

DocuSigned by:

A0653066EDD5487...

For the Employer

2/26/2021



For the Union

CUPE Local 3338 Unit 5 SFSS

Bargaining Proposal: NM9

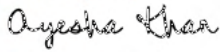
Article: Housekeeping

Date: February 25, 2021

Time: 3:51pm

Without Prejudice E.&O.E

The parties agree to make corrections to the new collective agreement to correct spelling and typographical errors, delete obsolete dates and other corrections as mutually agreed by the parties during bargaining or the proofing of the new document. It is agreed that housekeeping changes will not alter the application, interpretation or effect of the provision.

DocuSigned by:

A0653066EDD5487...

For the Employer 2/26/2021



For the Union

Appendix "A"

Letter of Agreement – Vacation Grandfathering Legacy Employees

Simon Fraser Student Society and CUPE Local 3338 (Unit 5)

Date:

Letter of Agreement between Simon Fraser Student Society and CUPE, Local 3338 - Unit 5


Re: Vacation Grandfathering **Legacy employees**

The following employees are grandfathered **considered Legacy employees** for the purposes of Article 23(4):

- Kurt Belliveau
- ~~Pierre Cassidy~~
- ~~Nadine Chambers~~
- ~~Samonte Cruz~~
- ~~Antonio Daling~~
- ~~Stijn Daenens~~
- ~~Ed Deeks~~
- ~~Lawrence Jones~~
- ~~Vanessa Kwong~~
- ~~Rena Hood Lundrie~~
- ~~Ross Macmillan~~
- Nancy Mah



For the Union

DocuSigned by:

A0653066EDD5487...

4/19/2021

For the Employer

Appendix "B"

Letter of Agreement – Job Descriptions

Simon Fraser Student Society and CUPE Local 3338 (Unit 5)

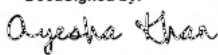
Date: April 19, 2021

Letter of Agreement between Simon Fraser Student Society and CUPE, Local 3338 - Unit 5

Re: Job Descriptions

The Employer will, in consultation with the Union, review and, if necessary, update the job descriptions of all jobs filled as of today's date within one year of the ratification of this Collective Agreement. ~~The parties each agree to send two representatives on a two day job evaluation seminar, prior to this process being finalized.~~

Once this initial review is complete, each employee and their supervisor will conduct a joint review of the job description for the position they encumber once annually to determine its currency. Any proposed changes to a job description will be submitted to the Working Conditions Committee for review as per Article 5.3.

DocuSigned by:

A0653066EDD5487...

4/19/2021

For the Employer



For the Union

Appendix “C”

Date: April 19, 2021

Letter of Agreement
between
The Simon Fraser Student Society (the “Employer”)
and
The Canadian Union of Public Employees 3338 - Unit 5 (the “Union”)

Without prejudice and without precedent:

The Employer agrees that the following Permanent employees shall not see a reduction in hours following the ratification of the Collective Agreement;

- ~~Aitken, Hattie~~
- Mah, Nancy
- ~~Jones, Lawrence~~
- Belliveau, Kurt
- ~~Deeks, Ed~~
- ~~Chambers, Nadine~~
- ~~Hood-Lundrie, Rena~~
- ~~Cruz, Samonte~~
- ~~Daling, Antonio~~
- ~~Yule, Garth~~
- ~~Glennie, Kyall~~
- ~~Kwong, Vanessa~~

This list does not prevent the Employer from reorganizing or rewriting job descriptions.

Should any of the above-mentioned employees leave the employment of the Society, the FTE count shall be reduced in accordance with Article 35.1 (to a minimum of six (6) seventy (70) hours per pay period positions and a minimum of seven point six (7.6)FTE) and that individual shall lose the rights outlined in this letter.

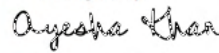
~~Notwithstanding the above, if the referendum to re-allocate funds from the Space Expansion fund into the Operating fund is not successful then the number eleven point four (11.4)FTE) referred to in Article 35.1 will be reduced to ten point four (10.4) and the SFSS Board of Directors will hold a second referendum to seek an additional \$5 per full time student and \$2.50 per part time student.~~

Date: 4/19/2021
_____, 2021

For the Union:



For the Employer:

DocuSigned by:

A0653066EDD5487...

BB/mlp
COPE*491

Appendix “D”

Date: April 20, 2021

Letter of Agreement

between

The Simon Fraser Student Society (the “Employer”)

and

The Canadian Union of Public Employees 3338 - Unit 5 (the “Union”)

Re: Expanded Hours of Work (pilot project)

Whereas: The project to develop a student funded and student run space began in 2012 and has been a major project by the SFSS in the past nine years.

Whereas: The SFSS received provisional occupancy in October 2020 and the Employer intends to fully staff the building in the 2021 year.

Whereas: The Employer understands the historical Hours of Work for Employees to be from 7:30am-7:00pm Monday to Friday.

Therefore: The parties agree that shifts for Permanent and Replacement employees employed as of the date of ratification (Legacy Staff) will continue to be scheduled within the hours of work outlined in Article 42.1(c).

Shifts that are to be scheduled outside of the Article 42.1 hours of work window (7:30am to 7:00pm Monday to Friday) will be staffed by newly hired positions. These positions include but are not limited to: Building Coordinator(s), Building Assistant(s), and Evening Coordinator(s).

Any expansion of the hours of work window for newly hired positions will be between the hours of 7:30am to 11:00pm Monday to Sunday, on a trial basis for a period of one (1) year from the date of ratification.


Within Sixty (60) days following ratification a Working Conditions Committee meeting will be convened to determine the method(s) in which student consultation will be conducted in measuring the effectiveness and efficiency of the expanded hours.

Ninety (90) days prior to the expiration of this LOA the parties will convene a working conditions committee meeting for the purpose of reviewing the expansion of hours in order for the Employer to determine its effectiveness and efficiency based on the needs

of the student membership. Any renewal of the Expanded Hours of Work Trial Period or any amendments to the Trial Period hours of work window will be negotiated by the parties and will be by mutual agreement. Should the parties fail to come to an agreement regarding hours of work moving forward, this Letter of Agreement will expire and Article 5.4(e) will apply.

Hours of work between 7:00pm and 11:00pm on Monday to Friday will be subject to a shift premium of r.h.r + \$0.75/hour. Hours scheduled on Saturday and/or Sunday will be subject to a shift premium of r.h.r + \$0.60/hr between 7:30am-7:00pm and r.h.r + \$1.25/hr between 7:00pm-11:00pm.

Without prejudice and without precedent:

DocuSigned by:

A0653066EDD5487...

For the Employer:

April 20, 2021



For the Union:

April 20, 2021

Appendix “E”

September 17th, 2021

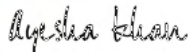
Article 4.8

between
The Simon Fraser Student Society “The Employer”
and
The Canadian Union of Public Employees Local 3338-5 “The Union”

Re: Designated Assistants without a defined end date

The following Employees are Designated Assistants who are permanent and on-going Employees of the SFSS, as they do not have a stipulated end date determined in their contract at their date of hire:

Christina Kachkarova
Joseph An
Sophie Nii
Brianna Price
Samantha Li
Constantin Lozitsky
Samantha Robinson

DocuSigned by:

A0653066EDD5487...

For the Employer
September 21, 2021



For the Union
September 21, 2021

Briefing Note: Space Furnishings for FNSA, DNA, and SOCA Spaces in the SUB

Author: Corbett Gildersleve, VP Internal and Organizational Development

ISSUE

The SFSS has allocated space in the SUB in the 1000 level for the First Nations Student Association (FNSA), Disability and Neurodiversity Alliance (DNA), and the Students of Caribbean and African Ancestry (SOCA). The SFSS has agreed to cover operating costs for these groups as part of our Letters of Agreement with each group. Now, these groups need furnishings such as couches, desks, filing cabinets, decorations, and office equipment to support the space and their individual missions.

BACKGROUND

In Spring 2020, the Board of Directors allocated space in the SUB for FNSA and SOCA. In Summer 2020, the new Board of Directors reviewed that allocation and approved a reallocation of space to move SOCA into its own space (it was originally shared with SFPIRG) and to allocate the old Copy Center space to DNA. Letters of Agreements were drafted, signed, and filed between the SFSS and each group. The letters lay out responsibilities of the SFSS including covering the operational costs of the space.

Over the summer, John Walsh, Building Manager, and Corbett Gildersleve, VP Internal and Organizational Development have been working with each group to determine what furnishing needs they had, what could be fulfilled with any existing surplus furniture, and how to purchase these items. All groups have submitted requests and are awaiting the purchase of these items. The main delay has been in determining what funds should be used.

Build SFU Fund

The first thought and expectation was to use the Build SFU Fund which collects the Build SFU levy that students pay into each semester. It, along with the bank loan, was used to pay for the construction of the SUB which included furnishings in the building. So, it was assumed that we could use the same funds and the same procurement process now.

However, looking at the agreements signed with SFU and with Scotiabank, it's not that simple. There are three relevant agreements:

- SFSS-SFU SUB Lease
- Tripartite Agreement between SFU, SFSS, and Scotiabank
- Fund Management Agreement

They mention each other in different ways, but the Fund Management Agreement is the most important as it puts limitations on how funds can be used as it relates to the SUB specifically around post-construction of the SUB (section is item 6.a and 6.b). Due to the complexity, Corbett has been consulting with the lawyer, tracking down relevant Board minutes, motions, and records, and talking with SFU about the agreements and process. We are still waiting on the lawyer for a legal opinion as to whether or not we can use the Build SFU Funds and current procurement process.

Space Expansion Fund

An alternative would be to use the Space Expansion Fund. This fund was created in 1989 to help fund the expansion of the UCB into a student union building. This building at that time just consisted of the Forum Chambers, Peak Offices, Undergrounds, and a few offices. Construction expanded the UCB to include the space that is now controlled by the Study. MBC was built alongside it by SFU in the mid-1990s. Over time the Fund was utilized less and eventually a total of 75% of the levy for that fund was reallocated to the general fund in 2011 and 2015 referendums. Only recently did we discover that the fund can be used for more than was historically known after reviewing past referendum language. As such, we can use the fund to pay for furnishings.

Future Purchases

As these lists were supplied to us a month ago, there's the possibility that the prices have changed or that some of the items are no longer in stock. The current prices are best estimates and the final list of items will have some differences. There will also be an additional need to make purchases throughout the year for cultural expression items that were missed in this list or are no longer available. As such, an additional amount was added to SOCA and FNSA's budgets to increase it to a flat \$30,000.

COST BREAKDOWN/BUDGET ESTIMATES

Furniture/Equipment/Installations	Cost
Disability and Neurodiversity Alliance	
Open Bookcase (short) x 4	2,008.00
Open Bookcase (tall) x 4	2,372.00
Electric Height Adjustable Base (to be used with existing table tops) x 4	2,420.00
Corner Open Bookcase	395.00
Combined Pedestal Storage Unit	835.00

Curtain Rod and Curtains	428.00
Lexmark MC2535adwe Printer	699.00
Uppland Sofa, light beige x 2	898.00
Automatic door installation, sink removal, dimmable lighting installation (SFU Facilities)	38,000.00
Total	48,055.00
SOCA	
Plant shelf	98.00
Small room pillows	90.00
Bookshelf (x2 - \$168 each)	336.00
Grassmere Handmade Jute/Sisal Natural Area Rug	209.00
Micro-Fleece Fabric Flared Arm 3 Piece Living Room Set	1,570.00
Ikea FINNALA (1432 room couch)	629.00
23" All-Refrigerator 9 cu.	1,002.00
Speakers	369.00
TV	789.00
TV stand	207.00
Kitchen set (table and chairs)	3,699.00
Kitchen cart	184.00
Fridge	2,400.00
Piano tuning	200.00
Coffee table with storage	254.00
Little bookshelf for small room	70.00
Coat hanger	30.00
Steel Storage Cabinet , 5 Shelf Metal Storage Cabinet With 4 Adjustable Shelves And Lockable Doors (Black)	1,380.00
Conference Table + Chairs	2,340.00
Small room TV stand	80.00
Storage ottoman	85.00
2nd plant shelf	82.00
Large room pillows (x2)	170.00
Waterproof Picnic Blanket Extra Large	73.00
Lights	51.00
1st Tapestry (51x60)	30.00
2nd Tapestry (88x104)	65.00
Printer	850.00
Portable speaker	32.00

Blowhorn A	38.00
Blowhorn B	36.00
Projectors (\$499) x 2	998.00
Computer (for membership)	1,700.00
8L cans (\$30 each) x 2	60.00
10L can	35.00
Fire extinguisher (events)	67.00
First Aid Kit	33.00
2-Tiered Acrylic Magazine Wall Rack, 4/8.5"w, 6-12 Pockets - Clear	150.00
Assorted future decorations	500.00
Reserved cultural expenditure	9, 009
Total	30,000
FNSA	
BILLY Bookcase, birch veneer47 1/4x11x93 1/4 " (120x28x237 cm)	300.00
VALLENTUNA Mod sectional, 3 seat w slpr sect, and storage/Keling anthracite	1,845.00
FINNALA Sofabed, Tallmyra black/gray	1,259.00
Vitapur VWD1086BLS-PL Bottom Load Water Dispenser (Hot and Cold) Black/Stainless Steel	333.00
GE silver	395.00
Bulletin boards x 2 (SFU Facilities)*	
White board, large (SFU Facilities)*	
Microwave	100.00
PC Desktop Computer (SFU Procurement) x 3	5,100.00
Mac Desktop Computer (SFU Procurement) x 3	11,400.00
Reserved cultural expenditure	9, 268
Total	30, 000.0
Subtotal	108,055.00
Contingency of 15% (e.g. Taxes, Delivery, Unexpected SFU Costs)	16,208.25
Grand Total	124,263.25

*Still waiting on an SFU quote

KEY CONSIDERATIONS

The Space Expansion Fund receives around \$350,000/year from student fees (\$5 per full-time student/term, \$2.50 per part-time student/term). The fund currently has just under \$1,000,000 in our accounts and just over \$2,000,000 put in the investment fund. There's plenty of room to fund these furnishings. The current furnishings for the SUB (couches, chairs, tables, TVs, etc.) cost around \$1.2 million.

It makes the most sense and is simplest to use the Build SFU Fund as it covers the payments for the SUB and Stadium loan, pays for the HR costs for building support (Building Manager, Building Coordinator, and Building Assistants), as well as any major repair and replacement issues with the building (e.g. major flood, canopy replacement, etc). However, due to the restrictions in the Fund Management Agreement, it might not be possible to use it. We are still waiting on the legal opinion for the use of the Build SFU Fund.

RECOMMENDATIONS

These three groups have been waiting over a month for furnishings and we can pay for furnishings with the Space Expansion Fund.

It's also important to know if and how we can use the Build SFU Fund for situations like these now and in the future.

MOTION

Whereas the SFSS allocated space for the First Nations Student Association, Students of Caribbean and African Ancestry, and the Disability and Neurodiversity Alliance in summer 2020;

Whereas the SFSS, as part of the letters of agreement with each group, agrees to pay for the operating costs of these groups, which includes furnishings of their space;

Whereas the Space Expansion Fund has just under \$1,000,000 in unspent funds and collects around \$350,000 a year in student levies;

Whereas the Build SFU Fund might also be able to be used for furnishings in the SUB, but we are waiting on a legal opinion;

Be it resolved that Council approve spending up to \$125,000 from the Build SFU Fund if allowed by legal opinion;

Be it resolved that Council, if not allowed to use the Build SFU Fund, approves spending up to \$125,000 from the Space Expansion Fund instead;

APPENDIX

[Space Furnishings Documents](#)

[Letters of Agreement](#)

[SFSS-SFU SUB Lease](#)

[Fund Management Agreement](#)

[Tripartite Agreement](#)

[Examples of Cultural Expenditures](#)