

Collective Agreement

between:

The Simon Fraser Student Society

and

CUPE Local 3338

September 1, 2019 to and including August 31, 2024

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:
Ayesha Khan
AD85306EED05487



For the Employer:
April 20, 2021

For the Union:
April 20, 2021

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HB/mpj
COPIE (4/1)

3. Harassment: Harassment is defined as comments or conduct which a person knows or ought to know are unwelcome and which interfere with an individual's work or create an intimidating or hostile work environment and which serve no legitimate workplace purpose.
4. Responding to Claims of Harassment:
 - a. If an Employee feels they have either witnessed or been subject to harassment, they must promptly report the alleged harassment to an SLO and, if they wish, the Union. The Employer will advise any Employee who reports alleged harassment that, if they wish, they may have Union representation in meetings held under the process set out in this Article.
 - b. If the Employee who has been subject to alleged harassment wishes to engage in a restorative process, the Union and the Employer will promptly cooperate to facilitate resolution through a restorative process.
 - c. Should that not occur, or should no resolution be found, the Employer will investigate the report/complaint of alleged harassment as promptly as possible. It is recognized that complex allegations may take longer to investigate.
 - d. After the investigation is complete, the Employer will meet with the Employee who was subject to the alleged harassment. The Employer will advise the Employee that they may have a Union representative attend the meeting with them if they wish. The purpose of the meeting is to advise the Employee whether harassment was found and share any other action the Employer will take concerning the situation with the exception that the Employer will not advise the Employee of action taken against another individual.
 - e. If the Employee who was the subject of the alleged harassment is not satisfied with the outcome of the investigation, they may file a Grievance at Step 3 (Referral to Arbitration). It is also recognized that the Union may grieve any breach of the process outlined above. The parties recognize that setting hearing dates as early as possible is preferred in such grievances.
5. Trade Union Activity: The Employer will not discriminate against any Employee because of membership or activity in the Union or for the exercise of rights provided for in the Agreement.
6. Personal Opinions: No Employee shall be disciplined for voicing personal opinions on SFSS policy or business in the performance of their duties and responsibilities.

Permanent "Group A" includes:

- General Office Coordinator
- Student Union Organizer
- Surrey Campus Coordinator
- Women's Centre Coordinator
- Out on Campus Volunteer Coordinator
- Build SFU Coordinator

Permanent "Group A (grandfathered)" is comprised of Employees who would fall under Group A but who were Permanent Employees as of July 10, 2011 as set out in the Letter of Agreement dated October 7, 2011 and who remain Permanent Employees under the terms of this Collective Agreement.

Permanent "B" includes:

- Retail Services Coordinator
- Financial Coordinator
- Resource Coordinator - Communications
- Campaigns, Research and Policy Coordinator

As of May 1st, 2024 Article 44 will be amended as follows:

Article 44: Wages:

	May 1, 2024 – April 30, 2025
Student/Project Worker/Designated Assistant	\$20.29
Coordinator	\$36.39

Article 45: Duration

1. This Agreement shall be binding and remain in effect from September 1, 2019 to and including August 31, 2024 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.

Article 44: Wages

	At Ratification May 1, 2019 April 30, 2020	New CA May 1, 2020 April 30, 2021	May 1, 2021 April 30, 2022	May 1, 2022 April 30, 2023	May 1, 2023 April 30, 2024	May 1, 2024 April 30, 2025	Fixed					
Increase												
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	Fixed
-Annual 2% Increase		0.58		0.61		0.65		0.69		0.73		Fixed
		1.31		1.28		1.24		1.20		1.16		Fixed
Increase			0.02		0.02		0.02		0.02		0.02	Fixed
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	Fixed
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	Fixed
Increase			0.02		0.02		0.02		0.02		0.02	Fixed
Student/Project Worker/Designated Assistant	15.63	15.94	0.32	17.50	1.56	19.50	2.00	19.89	0.39	20.29	0.40	Fixed

Collective Agreement between the Simon Fraser Student Society and CUPE Local 3338 - Unit 5

Article 7: Employee Information & Confidentiality

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, or as otherwise mutually agreed upon. 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. Limited Access: Access to an Employee's confidential records shall be limited to 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. 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 to seated members of Council. Such information will be provided only when absolutely necessary. If discussion is necessary in a meeting of Council, 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 remains confidential. The Employer will assume responsibility for any breach of confidentiality relating to this clause [Article 7(10)(c)].
 - d. The Union shall restrict the transfer of all confidential Employee information to 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 remains confidential. The Union will assume responsibility for any breach of confidentiality relating to this clause [Article 7(1)(d)].

Article 8: Union Security

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

Article 9: Check Off

1. **Authorization:** The Employer shall deduct from every Employee any dues, initiation fees or assessments levied by the Union on its members. All Employees on the date of hire shall be required to sign authorization for dues and assessment deduction. A copy of this authorization shall be forwarded to the Union.
2. **Deduction of Dues:** Dues shall be deducted from the first payroll of every month in accordance with the Local Union bylaws. Dues shall be forwarded to the Secretary/Treasurer of the Local Union not later than the twelfth (12th) day of that month, accompanied by a list of the names, addresses and classifications of all Employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Union. The Employer shall pay the Union interest at the rate of 2% per month or fraction of a

b. Employee requests for overtime must be made through the Union. Except in emergency situations, a Staff Liaison Officer must approve such a request beforehand. Emergency overtime must be reported to a 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.

4. **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 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.
5. **Paid Meal Periods:** An Employee requested to work overtime beyond their scheduled work day shall be allowed a half-hour (1/2) meal period paid at overtime rates, provided that:
 - a. such overtime is in excess of two (2) hours, and
 - b. not more than one (1) hour has elapsed between the end of their regular work day and the start of the overtime.

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

6. **Call-in:** An Employee called in:
 - After completing a scheduled day's work, or
 - On a scheduled day off, or
 - During their vacation, or
 - More than two (2) hours before the commencement of their scheduled work day;

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

7. **Scheduling Provision:** An Employee required to work overtime beyond their scheduled hours of work shall be entitled to twelve (12) hours clear between the end of the overtime and the start of their next work day. If twelve (12) hours are not provided, they shall be paid at overtime rates for the following day.
8. **Overtime Worked on an Office Holiday:** An Employee who has agreed to work on an Office Holiday shall be paid according to Section 22.-(Work on Office Holidays) for the length of their scheduled working day, and double that rate thereafter.

7. Upon conclusion of the negotiations, each committee shall submit the tentative contract to their respective principles for ratification.
8. The SFSS 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.

Signatories to the Collective Agreement

This Agreement is signed on the 7 day of April, 2022

Original Signed for the Employer:

[Signature] ANESHA KHAN
[Signature] Matthew Paves
[Signature] Corbett Giddens

Original Signed for the Union:

[Signature] Nancy Lendety (President)
[Signature] Nancy Mah
[Signature] Ricky Che
[Signature] Shelley Durante
[Signature] David Chin

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work per week, provided they have provided a minimum of twenty (20) hours per week of availability to the Employer.

- c. 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 Staff Liaison Officer.
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.
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.
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.
7. Staff may submit a request to a Staff Liaison Officer 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.

Article 43: Overtime

1. **Definition:**
 - a. **Full-Time Permanent or Permanent Replacement Employees:** Overtime is that time worked in excess of their scheduled hours of work as specified in 42.1.
 - b. **Part-Time Permanent or Permanent Replacement Employees:** Overtime is that time worked in excess of thirty-five (35) hours per week inclusive of any part time hours supplement worked as per Article 42.1.
2. **Overtime Rates:** Employees shall be paid at double time for overtime.
3. **Mutual Agreement:**
 - a. Employer requests for overtime must be made through 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.

month, for any delay under the control and responsibility of the Employer in remitting the sums listed in this Article within the time period as specified in this Article.

3. **Dues Receipt:** At the same time as Income Tax (T4) slips are made available, the Employer shall type on the amount of Union dues paid by each Employee in the previous year.
4. **Notification:** The Union agrees that it will advise the Employer of all present assessments and dues required by the Union, and of any changes which from time to time may arise in connection with such dues and/or assessments.

Article 10: Union Activity

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

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

- a. **Paid Union Leave:** Upon written notification to the Employer, an Employee elected or appointed to represent the Union shall be granted leave of absence with pay and benefits. Such leave shall be limited to a total of ten (10) working days per year for the bargaining unit as a whole. Unused days may not be carried forward to the following year.
- b. **Unpaid Union Leave:** A leave of absence without pay but without loss of benefits shall be allowed for Employees acting as representatives of the Union, its affiliated or chartered bodies, and labour organizations to which the Union is affiliated. Such leave shall be limited to twenty (20) days per year for the bargaining unit as a whole. Any unused days may be carried forward to the following year to a maximum total of forty (40) working days.
- c. **Additional Union Leave:** Additional Union leave, as described above, in excess of the above limitations will be unpaid, and without benefit coverage being paid by the Employer. The Employer will continue the representatives regular pay and benefits provided the full costs of such pay and benefit continuation is to be reimbursed by the Union in a timely fashion, upon receipt of itemized accounting of such costs. Such additional leave shall be limited to two (2) years total, cumulative. Leave to act as a National Union representative will be as set out in Article 10.3 (c).

d. Notification: The Union shall notify the Staff Liaison officer in writing of the names of its representatives.

e. Disputes: All disputes regarding Union Leave shall be subject to grievance procedures as set out in Article 41.

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

a. The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of benefits so that the Employee may be a candidate in Federal, Provincial, or Municipal elections.

b. An Employee who is elected to public office shall be allowed leave of absence during 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; provided they 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 anybody 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.

d. To be eligible for leave under paragraphs (b) and (c) of this section, an Employee must have accumulated two (2) years seniority. Notice of intention to return, or to renew, shall be given by the Employee at least sixty (60) calendar days in advance of expiry of leave.

4. No Loss of Pay: A Steward may investigate and process grievances during working hours, without loss of pay or benefits. Approval for such activities shall not be unreasonably denied by the Employer. The Union agrees that there shall be no undue disruption of work.

5. Services and Supplies: The Employer agrees to provide the Union with office supplies.

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 Council Staff Representative elected by the Union, and shall not discriminate against them for carrying out the duties proper to their positions.

iii. 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.

iv. If the Employer is unable to maintain two (2) shifts per week per Employee, the matter will be discussed with the Union in an effort to maintain the two (2) shift minimum. If no resolution can be found, the Employer may reduce the available shifts on a fair and equitable basis.

d. All remaining shifts available following the initial scheduling shall be assigned based on seniority and existing availability starting with the most senior, qualified Student Employee.

e. Should the Employer cancel a shift for operational reasons, then the Employer will attempt to make up such shift(s) during the current or next two (2) scheduling periods.

f. The Employer shall make and post the monthly schedule no later than ten (10) calendar days prior to the date on which the schedule is to take effect.

g. It is understood that scheduled hours beyond those guaranteed in Article 42.2 (c) do not constitute any guarantee of hours of employment or pay. Student Employees shall not work more than thirty-five (35) hours per week, in any capacity or combination of capacities.

3. Designated Assistants:

a. The scheduling of 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

- vi. The Employer shall cover the Employee's cost of making direct or collect long distance telephone calls to their place of residence, and/or to spouse, partner, or children, to a maximum of fifteen (15) minutes per day when an Employee is working or traveling outside the Lower Mainland for greater than a seven (7) hour period. Employees incurring costs for call placement shall be reimbursed upon presentation of a credit card or telephone service provider's statement.
- vii. The Employer shall cover the Employee's cost of making direct or collect long distance telephone calls to the Employer or to their place of work when an Employee is working or traveling outside the Lower Mainland in order to report to the Employer or make relevant requests for information or assistance as necessary to the delivery of their work responsibilities. Employees incurring costs for call placement shall be reimbursed upon presentation of a credit card or phone service provider's statement.

2. Student Employees:

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

Student Employees may, based on extenuating circumstances, request to amend their availability once during the course of any given semester for specific, one-time purposes. Such requests must be submitted in writing to the Staff Liaison Officer no later than two (2) weeks prior to the beginning of the monthly schedule period in which the amendment is desired. The Employer shall give reasonable consideration to such requests, based on overall availability and operational needs. Should the Employer be unable to accommodate such requests, Student Employees shall be expected to maintain their initial availability.

- c.
 - i. All Student Employees shall be allocated, on a fair and equitable basis, shifts based on operational needs, individual availability and seniority. The allocation will commence by providing, on a single rotational basis, two (2) shifts per week per Employee, based on operational needs and individual availability and seniority.
 - ii. Every Employee in 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.

2. Meeting the Employer:

- a. When 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., Council members, the Employee shall inform the Steward for the attention of a Staff Liaison Officer.
 - c. Attendance by the Shop Steward, or Union representative, at meetings of Council concerning Employee discipline shall be in accordance with Article 5.2 (e).
3. No Loss of Pay: Union representatives shall be entitled to leave their work during working hours for the purposes of collective bargaining. All time spent in collective bargaining shall be considered time worked. The Union agrees there shall be no undue disruption of work.
 4. Notification by the Union: The Union shall regularly notify the Employer, in writing, of the names of its local executive, Stewards and Grievance Committee members, and of its representatives on the Hiring Committee, Working Conditions Committee and any other committees established by agreement between the Parties.
 5. Times scheduled for negotiations by mutual consent that take place after 5:30 PM shall be without pay.
 6. The Employer shall budget for Student Employee coverage in the Shop Steward's budget area. This item will be set at four (4) hours per week to be used on an on-call basis. The Union and the Employer shall mutually agree to the application of this sub-section.

Article 12: Union Meetings

1. The Employer and the Union agree that, 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. 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 a Staff Liaison Officer. The Union agrees that the information counter shall be staffed during the meeting to provide for basic reception services.

5. 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 information counter shall be staffed during the meeting to provide for basic reception services.

Article 13: Union Label

1. In order that the Employer's general membership and the general public may be aware of the benefits of a unionized workforce, the Union label shall be displayed prominently at each of the locations of the Employer's operation.
2. The recognized Union label shall include the designation "CUPE" at the Employees' option. This designation shall be placed below the signatory initials of the Employee on correspondence of the Employer, and it shall appear on all material, including digital, produced by a member of the Union.
3. Other locations and uses of the Union label shall be by mutual consent of the Parties.
4. The privilege of using the Union label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer continues to comply with all of the terms and conditions of this Agreement.
5. Employees shall be entitled to wear Union pins or emblems and/or Steward badges while they are working.

Article 14: Union Information

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

worked after 7:00 pm will be considered automatically approved overtime. If two (2) working days' notice has not been given, overtime will begin to accrue at the end of the Employee's scheduled hours on the day the Board meeting is held.

- e. Maintenance of Services: The Union recognizes that every effort will be made to ensure that each service area is adequately staffed during the regular hours of its operations as established by the Executive Committee, Finance & Administrative Services Committee, and Commercial Services Committee. The Employer recognizes that due to extenuating circumstances or planned absences, this may not be possible.
- f. Employees are permitted to adjust their hours of work for up to two (2) additional hours per day in order to accommodate Society work, committee meetings, etc. without the need to memo the Staff Liaison Officer. The two (2) hour adjustment will not result in overtime.
- g. Travel and Meeting Time

- i. Where travel is required for Employees to attend meetings, workshops, caucuses, conventions and other events as approved by the Employer, including meetings of all components, caucuses and committees of organizations to which the Student Society belongs or to which it sends representatives, all hours spent traveling to and from the destination shall be considered time worked.

Travel time in excess of an Employee's regular work day shall be recompensed on an hour for hour basis as time off.

- ii. Attendance at meetings, workshops, conventions and other events as approved by the Employer shall be considered time worked.
- iii. Unless mutually agreed between the Employer and the Employee, Employees shall not be required to attend meetings, workshops, conventions and other events in excess of seven (7) hours/day.
- iv. Employees shall be given a per diem of \$35 per day, without receipts for each day spent traveling to and in attendance at meetings, workshops, conventions and other events as approved by the Employer where lunch and dinner are not provided, and \$20 per day when meals are provided, including events sponsored by organizations to which the Student Society belongs or to which it sends representatives.
- v. The Employer will advance an amount for anticipated expenses and per diems upon request.

- iv. The arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.
 - v. The Parties and the arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of the grievance.
 - vi. The arbitrator shall have the power to amend a grievance, modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.
 - vii. The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.
3. The parties agree that it is important to adhere to the time limits set out in this Article, however the time limits prescribed for the performance of any step in the grievance procedure may be extended by mutual consent.
 4. An Employee shall be permitted the necessary time off without loss of pay or benefits to attend to the adjustment of a grievance and may be present at any stage in the grievance procedure if so requested by either Party.
 5. The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved Employee without the consent of the Union.

Article 42: Hours of Work

1. Permanent and Replacement Employees:
 - a. The normal working day shall be seven (7) hours not including meal periods. A normal pay period for full time Employees shall be seventy (70) hours. A normal pay period for part time Employees shall be up to fifty-six (56) hours.
 - b. Part-Time Hours Supplement: A permanent part-time Employee may apply to the Employer to supplement their hours to a maximum of seventy (70) hours per pay period. Applications are subject to Staff Liaison Officer approval. The Staff Liaison Officer will provide the Shop Steward with copies of applications.
 - c. Scheduling of Hours: Hours of work will be scheduled between the hours of 7:30 am and 7:00 pm, Monday to Friday, subject to the approval of the Employer.
 - d. Employees required by the Employer to attend meetings of the Board of Directors must schedule their hours to include meetings of the Board of Directors and where two (2) working days' notice has been given, only hours

obligations of Union membership and their responsibilities and obligations to the Employer and the Union.

The Staff Liaison Officer shall interview each newly elected member of the Board of Directors within two (2) weeks of the commencement of their term of office for the purpose of acquainting the new members with terms of the Collective Agreement, the rights of Employees and appropriate procedures and mechanisms for communication of dissatisfaction with the work of an Employee and the resolutions of problems which may arise from time to time.

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

Article 15: Bulletin Board

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

Article 16: Legal Picket Lines

1. The Employer agrees that no Employee shall be subject to discipline or dismissal for refusing to cross an established legal picket line or for refusal to handle goods for an Employer where a strike or lockout is in effect.
2. Where an Employee who is not reporting for work as the result of an established legal picket line, they shall be deemed to have applied for and been granted an unpaid leave of absence for the time involved.
3. The Employer agrees that it shall not request, require, or direct members of the bargaining unit to perform work resulting from strikes that would have been carried out by those persons on strike.
4. Working Conditions Meeting:
 - a. In the event that the Employer and/or the Union receives notification:
 - i. that a trade Union has established a picket line at any entrance of any campus of Simon Fraser University, or on such a campus, or
 - ii. that an Employer has served a lock out notice or a trade Union has served a strike notice which might, if acted upon, result in the establishment of such a legal picket line;

the Working Conditions Committee shall meet to determine the advisability of maintaining the operations of the SFSS.

- b. This meeting shall be convened within one (1) working day of receiving such notification. The provisions of article 5.4(d) shall not apply.
5. The purpose of this Article is to promote a high level of cooperation between the Union and the Employer. Both Parties recognize that labour/management disputes at the University have a capacity to produce difficult ethical and moral questions for all members of the University community. The Student Society recognizes the trade Union principles that guide its staff and agree that it will make every reasonable effort to avoid situations requiring the staff to perform work for members of the Student Society which would be in direct support of or opposition to either Party of a labour/management dispute at the University.
6. Political Action: No Employee shall be disciplined for participation in non-criminal action(s) called for or endorsed by the Canadian Labour Congress. A leave of absence allowing such participation shall not be unreasonably withheld. Any such leave shall be without pay. The Union agrees to promptly notify the Employer of any impending action.

Article 17: Staff Meetings

1. Staff Meetings: There shall be a one (1) hour monthly staff meeting called for and chaired by 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 (1) 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. 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 (2) 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.

will present the Employee's grievance to the Staff Liaison Officer and the parties will discuss the grievance. At the end of three (3) working days the Staff Liaison Officer shall respond in writing to the grievance.

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

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

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

- Step 3 Referral to Arbitration: In the event that no settlement of the grievance is reached at Step 2, then either Party may, within five (5) working days following the expiry of the fourteen days (14) set out in Step 2 above, signify in writing to the other party of the failure to agree and provide written notice of intention to refer the grievance to arbitration procedure as set out in Article 41.2 of this Collective Agreement.

2. Arbitration Procedure:

- a. The parties may agree to a Single Arbitrator by mutual agreement.
- b. The arbitrator is to be governed by the following provisions:
 - i. The arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the Parties and upon any Employee or Employer affected by it.
 - ii. Each of the Parties shall pay one-half (1/2) of the expenses of the arbitrator.
 - iii. The arbitrator shall determine their own procedures, but shall give full opportunity to all Parties to present evidence and make representations.

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

Article 41: Grievance Procedure

1. Grievance Procedure

- a. Definition: For the purpose of this Agreement, "grievance" shall mean any difference or dispute arising between the Parties to this Agreement, concerning the interpretation, application, administration, operation or alleged violation of this Collective Agreement, whether between the Employer and any Employees bound by this Agreement, or between the Employer and the Union, including whether or not any issue is arbitrable.
- b. Types of Grievances:
 - i. Individual Grievance: A grievance whether initiated by an individual Employee or by the Union that is confined in scope to a particular Employee.
 - ii. Group Grievance: Where the matter is of concern to a group of Employees or where several individual grievances, after being consolidated at some stage, are brought forward as one (1) grievance.
 - iii. Policy Grievance: Where either Party disputes the general application, interpretation, or alleged violation of an Article of this Agreement, where the matter of concern is not specifically confined in scope to any particular Employee.
 - iv. Union Grievance: Where the matter is of specific concern to the Union.
 - v. Employer Grievance: Where the Employer wishes to bring forward a grievance.

c. Grievance Procedure

- Step 1 Staff Liaison Officer: An Employee who has a grievance shall go to the Staff Liaison Officer within thirty (30) calendar days from the date on which the Union becomes aware of the alleged incident(s) which give rise to the complaint. The thirty (30) day time limit shall be subject to extension by mutual agreement between the Staff Liaison Officer and the Shop Steward. The Employee must be accompanied by their Steward or a representative of the Union. They

Article 18: Health, Safety, Environment & Limited Indemnification

1. General

- a. The Employer shall meet its obligations under the *Workers Compensation Act* and *Occupational Health and Safety Regulation* as may be amended from time to time. All references to specific provisions of the *Workers Compensation Act* and *Occupational Health and Safety Regulation* in this Article are taken to refer to those provisions as may be amended from time to time.
- b. In the event that the Union decides that a health or safety issue has not been dealt with appropriately, the Union is entitled to initiate a grievance pursuant to Article 41.

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 the *Workers Compensation Act*. The Joint Health and Safety Committee shall exercise the duties and functions as required by 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.

3. 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 totaling eight (8) hours in accordance with 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.

- c. Union members of the Joint Health and Safety Committee shall be entitled to further time off from work without pay and without loss of seniority to attend educational courses and seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters.

4. Health and Safety Investigations

Beyond any investigations carried out by the Joint Health and Safety Committee, the parties acknowledge that from time to time they may wish to undertake their own investigations related to safety issues.

- a. Union staff or Union Health & Safety advisors or consultants shall be provided access to the workplace to participate in health and safety inspections or investigations in the workplace, provided permission from the Employer is sought in advance and the participation does not cause undue disruption of work. The Employer will not unreasonably deny such permission when it is sought.
- b. It is understood that the Employer can exercise the same right of access to Health & Safety advisors and/or consultants.
- c. Each party agrees to advise the other of any real or potential health and safety problems it is investigating.

5. Safety Training

The Employer shall provide Employees with the information, instruction, proper training and supervision necessary to ensure the health and safety of those Employees in carrying out their work and to ensure the health and safety of other workers at the workplace.

The Employer may grant, upon written request of an Employee, Health and Safety leave for training and instruction, not available by on-the-job training, to further ensure the health and safety of the Employee and the safe operation of equipment. Such leave shall not be unreasonably withheld. Such training and instruction shall take place within a reasonable period of time and will be considered time worked.

6. Protective Equipment

The Employer shall provide Employees with protective equipment in accordance with the requirements of the *Workers Compensation Act and Occupational Health and Safety Regulation* as amended from time to time. The Employer agrees that where the nature of the work or working conditions so require, to supply the Employee(s) at the Employer's expense, with all necessary tools, protective clothing, safety

Article 40: Discipline and Discharge

Preamble: The Employer and the Union recognize the importance of, and agree to the 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

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 for all time lost retroactive to the date of discharge.

- d. The Union and the Employer may substitute their members on the Hiring Committee by mutual agreement.
- e. In the event that either review is not carried out, the probationary Employee shall be deemed to have successfully completed the probationary period and shall be automatically reclassified to "Permanent", "Permanent Replacement", "Student", "Student Replacement", "Designated Assistant", "Project Worker" status as hired, at the expiration of the probationary period.

Article 39: Limited Security of Employment

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

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

equipment and other protective devices, which shall be maintained and replaced, where necessary, at the Employer's expense.

7. Provision of First Aid

The Employer shall provide for each workplace such equipment, supplies, facilities, first aid attendants and services as are adequate and appropriate for promptly rendering first aid to workers if they suffer an injury at work as required by the *Occupational Health and Safety Regulation* as amended from time to time.

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 the *Workers Compensation Act*.

9. Pay for Day of Injury

An Employee who is injured in the execution of their duties and is unable to continue to work for the remainder of the work day on which the injury occurred shall receive payment for the remainder of the work day at their regular rate of pay without reduction of sick leave.

10. Transportation to Physician or Hospital

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

11. Maintenance of Pay Pending Workers Compensation Benefits

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

12. Workers' Compensation "top up" Payment

- a. If:
 - i. an Employee cannot perform their regular work on account of a work related injury or illness; and
 - ii. the Employee receives compensation under the *Workers Compensation Act* in respect of the injury or illness; and
 - iii. the Employee assigns their compensation cheque to the Employer;

- b. then the Employer shall pay the Employee at their regular rate of pay for the period in respect of which the Employee receives compensation under the *Workers Compensation Act*.

13. Accumulation of Seniority and Maintenance of Benefits while in receipt of *Workers Compensation Benefits*

An Employee who incurs a compensable injury shall, for the period during which the Employee receives Workers' Compensation Board benefits, accumulate seniority and be entitled to all benefits under this Agreement including the payment by the Employer of all premiums for all benefit plans including the Registered Retirement Saving Plan.

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 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.

15. If Injury is Not Compensable

An Employee who incurs a non-compensable injury shall be entitled to sick leave and benefits as per the terms of this Agreement.

16. Copies of Accident Reports Provided to the Union

The Employer shall provide the Union with copies of all accident reports and other health and safety records in possession of the Employer to the extent authorized or required by law.

17. Eye examinations

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.

18. Limited indemnification

- a. Civil Actions: Except where there has been flagrant or willful negligence on the part of the Employee, the Employer agrees not to seek indemnity against an Employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an Employee arising out of the proper performance of the Employee's duties. The Employer also agrees to pay any reasonable legal costs incurred in the proceedings including those of the Employee.

6. The Employer agrees that no new Employees shall be hired into bargaining unit positions unless the appropriate recall list is empty, or all Employees on the recall list have declined the position, or have been found unsuitable by the Hiring Committee pursuant to Article 36.

Article 38: Probation Period

1. Duration: The probation period of all Employees, including Student Employees, Designated Assistant and Project Workers, shall be ninety (90) calendar days, commencing the first day of their employment. The Employer may extend an 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.
2. Rights of a Probationary Employee: During the probationary period, an Employee shall be entitled to the rights, privileges, wages, and benefits of the corresponding non-probationary Employee, as specified in this Agreement.
3. The probationary Employee shall be subject to two (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. 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.

- b. The laid off Employee who chooses to bump under paragraph "a" above shall be given a ninety (90) calendar day trial period in the position into which they bump. If the Employee finds the position unsatisfactory or is unable to meet the requirements of the position within the ninety (90) calendar days, they will be returned to the appropriate recall list and the Employee who was bumped will be recalled so long as there are no senior Employees also on the recall list.
- c. A Permanent, Student or Designated Assistant Employee who is unwilling or unable to bump shall be given the option of severance or placement on the appropriate recall list.

4. Recall Lists:

- a. The Employer shall maintain two (2) recall lists: one (1) for Permanent Employees and one (1) for Student Employees and Designated Assistants, and shall make these lists available to the Union.
- b. Permanent Employees shall remain on the recall list for two (2) years.
- c. Student Employees shall remain on the recall list for three (3) semesters.
- d. Employees on the recall lists shall be listed and recalled in order of seniority, provided that they possess the skills, knowledge and ability, based on the job description, to perform the necessary job functions.
- e. Employees on layoff are responsible for providing the Employer with up to date contact information including telephone number and mailing address. Notice of recall shall be by telephone, or if unsuccessful, by registered mail to the last known address of the Employee. A copy shall be sent to the Union. If an Employee fails to respond to a notice of layoff within five (5) working days, their recall rights will be lost.
- f. If an Employee is not recalled prior to their recall rights expiring, seniority will be lost.

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.

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

Article 19: Technological Change

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

1. Definition of Displacement: Any Employee shall be considered displaced by technological change when their services shall no longer be required in substantially the same capacity or for the same number of hours as a result of a change in a process or method of operation, or a change in office procedures or equipment.
2. Notice: Before implementing such changes, the Employer will provide the Union with a minimum of two (2) month's notice of any technological change which might result in the displacement of an Employee or Employees. Such notice shall be in writing and shall include all of the following:
 - a. The nature of the proposed change.
 - b. The date upon which the Employer proposes to effect the change(s).
 - c. The Employees who are likely to be affected by the change.
 - d. The effect that the change is expected to have on working conditions and terms of employment.
 - e. All other pertinent data relating to the anticipated effects on the Employees.

3. In the event that an Employee is displaced by technological change the following measures shall be taken:
 - a. An Employee who is rendered redundant or displaced from their job as a result of technological change shall have the opportunity to transfer into any existing vacant position in accordance with Article 36. Should the Employee be unwilling or unable to transfer, the Employee shall have the right to displace, or “bump”, any Employee in accordance with Article 37.
 - b. Where technological change does not result in displacement but requires greater skills within an existing job held by an affected Employee, that Employee shall, with no loss of hours of work or rate of pay, be given a reasonable period of time to acquire the necessary knowledge, skills and abilities, to perform the job.
 - c. No additional Employee shall be hired by the Employer until Employees affected by technological change or Employees on layoff have been notified of the proposed technological change and are allowed a reasonable training period to acquire the necessary knowledge and skill to retain their employment.
 - d. Technological change shall be introduced by the Employer only after the Union has been notified in accordance with Article 19.2 and the notice period has expired. Prior to the introduction of technological change, the Employer shall have meaningful discussions with the Union regarding the proposed changes, and shall attempt to reach agreement on measures to protect Employees from adverse effect. Complaints regarding the introduction of technological change may be referred by either party to expedited arbitration for a determination, in accordance with Section 104 of the *Labour Relations Code of British Columbia*, provided such referral occurs prior to the expiration of the notice period laid out in Article 19.2. In cases where the matter of a technological change is referred by either party to expedited Arbitration within the notice period as described above, such technological change shall not be implemented prior to the decision of the arbitrator in the case.

Article 20: Transportation and Parking

1. Transportation: 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 carpooling arrangements. Such approval will not be unreasonably withheld.

6. If the Employer determines that Emergency Replacement Employees are needed, a Staff Liaison Officer and the Shop Steward shall jointly hire such Employees for a period no longer than sixty (60) working days. Emergency hiring(s) must be confined to situations resulting from unexpected resignations, vacations, emergency leave, illness, bereavement leave or other special leave as defined in Article 25.
7. Hiring Committees will report the results of their decisions to the Board of Directors.

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. 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
 - b. Working Conditions: If a reduction of staff or hours is under consideration the Employer shall notify the Union in writing. The Employer shall call a Working Conditions meeting to discuss the proposed layoff, and to determine if other means can be found to avoid a layoff. The Employer shall give notice to the Union of the date of layoff.
2. Notice of Layoff:
 - a. The Employer will provide eight (8) weeks’ notice for the layoff.
 - b. Pay in lieu of notice may be given at the discretion of the Employer.
 - c. Each laid off Employee shall receive all vacation entitlements and salary due to the date of layoff.
3. Layoff Order & Displacement:

Employees shall be laid off in reverse order of their seniority as defined in Article 34.

 - a. A Permanent or Student Employee who is laid off shall have the right to displace, or “bump”, any Employee in the same classification with less seniority, provided that they possess the skills, knowledge and ability to perform the necessary job functions, based on the job description. A decision to bump by an Employee must be made in writing to the Employer within ten (10) working days of being notified of the layoff.

3. Transfer:

- a. Existing Employees may transfer to a vacant position in the same classification upon receipt of a majority recommendation of the Hiring Committee. The Hiring Committee shall not approve an application for transfer of an Employee who has already transferred once in the previous twelve (12) months. The Hiring Committee may waive this requirement to address a particular workplace circumstance.
 - b. These positions shall be advertised internally and any Employee may transfer to a vacant position within the same classification provided that they possess the skills, knowledge and ability to perform the necessary job functions as determined by the Hiring Committee, based on the job description. In the event that the Hiring Committee receives two (2) or more applications from Employees that meet the requirements, then the Employee with the greatest seniority shall be the successful applicant.
 - c. When transferred or recalled to a new position, an employee will be placed on a trial period for up to ninety (90) calendar days. If the Employee finds the position unsatisfactory, or, as determined by the Hiring Committee for the position, is unable to meet the requirements of the position, they will return to their former position, or be placed on the recall list if their previous position has been discontinued. If, because of this situation, another Employee was recalled to fill the Employee's previous position, then they will be returned to the recall list.
 - d. An Employee who wishes to transfer or recall to a vacant position within the same classification shall indicate so, in writing, to the Hiring Committee within five (5) working days of the first advertisement. The Employee shall have an additional five (5) working days to submit their formal written application.
 - e. If no application to transfer or recall is received, or if no suitable internal applicant is found for any vacant position, as determined by the Hiring Committee, the position shall be advertised externally. Upon mutual agreement, advertisements for vacant positions may be simultaneously posted internally and externally. In such cases the Hiring Committee will give first consideration to all internal applicants.
4. Preference will be shown to internal candidates that meet the requirements of the position.
 5. No representative may continue to sit on a Hiring Committee when a family member has submitted an application. In such a case, another representative shall be substituted. Hiring Committee members shall be obligated to declare any other potential conflict of interest to the committee when they become aware of it, for discussion and resolution within the committee.

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 Employer shall provide taxi vouchers or reimbursement for taxi fare.

2. Public Transportation Not Available after Overtime

- a. 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.
3. Work Off Campus: Any Employee required to attend meetings off campus, or otherwise work away from their usual workplace, shall receive travel expenses.
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.
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.
6. 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).

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. The Employer further agrees to provide and equip furniture, equipment and appliances appropriate for staff food and beverage storage and preparation.

Article 22: Office Holidays

1. Definition: An Office Holiday is a day of time off with pay for all Permanent or Replacement 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 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. 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 seasonal holidays in December.

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.

3. Any reduction in hours of work shall be in accordance with Article 37.

4. The Employer may reorganize the workplace, or change the duties and or titles of bargaining unit positions in accordance with Article 5. The Employer may create new bargaining unit positions in any classification as the need arises.

5. No new Union positions shall be created which changes the self-supervisory and cooperative nature of the workplace. The Employer reserves the right to create non-Union supervisory positions, including a General Manager or Executive Director, provided such positions are excluded and do not perform the work of the bargaining unit, except in the case of emergency, or training not to exceed thirty (30) working days.

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 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 Union and two (2) representatives from the 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.

2. Filling Vacant Positions:

a. The Employer agrees to fill any required Permanent, Student, or Designated Assistant position vacancies within six (6) weeks of receiving notice that the position will become vacant.

b. Internal employment notices for Permanent, Student, Designated Assistant and Project Worker positions shall be kept up to date and on file with the Employer.

- 18.6 Leave for a compensatable injury,
 - 23 Vacation,
 - 25 Special Leave (except as noted in section 5 below),
 - 26 Employee Education and Development Leave,
 - 27 Sick Leave and Extended Sick Leave
 - 28 Parental Leave and Extended Parental Leave
5. Maintenance of Seniority: Seniority shall remain at its achieved level for Employees on the following types of leave:
- 10.3 Leave to hold public office or Union position,
 - 29 Leave of Absence Without Pay (including that for Student Employees)
6. Loss of Seniority: An Employee shall lose seniority only when:
- a. voluntarily terminated;
 - b. discharged and not reinstated under the terms of Article 40.3; or
 - c. laid off and not recalled after two (2) years on the recall list under Article 37.

Article 35: Creating New Positions

1. The Employer shall maintain a minimum of eleven point four (11.4) full time equivalent positions, where one (1) full time equivalency is equal to seventy (70) hours per pay period. The eleven point four (11.4) shall be reduced to no less than seven point six (7.6) by attrition. This attrition shall occur when a Permanent Employee who is employed by the Employer as of July 10, 2011 leaves the bargaining unit.

The Employer will maintain a minimum of six (6) positions at seventy (70) hours per pay period.

Any disagreement about the interpretation or application of this Article may be referred to a Working Conditions process for discussion, failing resolution through the Working Conditions process the Union reserves the right to file a grievance as per article 41.
2. Attrition rates will only be reduced where a Permanent Employee employed on July 10, 2011 for seventy (70) hours per pay period leaves the bargaining unit, and in such cases, the FTE shall be reduced by one (1). Where the Employee is employed for fifty-six (56) hours per pay period the FTE shall be reduced by zero point eight (0.8).

3. Designating a Recognized Office Holiday
 - a. For each Recognized Office Holiday (except December 24, Christmas Day, Boxing Day and New Years' Day) one (1) 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 (1) 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 a Staff Liaison Officer. Such approval shall not be unreasonably withheld.
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 (1) paid day off; or
 - ii. Pay at straight time and two (2) paid days off. The Employee may determine when to take the time off, subject to the approval of a Staff Liaison Officer. Such approval shall not be unreasonably withheld.
5. Official University Closure: Should the University campus, or an area of the University campus, at which the Employee is scheduled to work, be officially closed due to environmental conditions, utility disruptions, Acts of God, or other reasons beyond the control of the Employer, each normal workday during such a closure shall be an Office Holiday.

Article 23: Vacations

1. Vacation Pay for Students and Project Workers: Students and Project Workers shall receive the following vacation pay:
 - i. For those Employees with less than five (5) consecutive years of service: vacation pay equal to four percent (4%) of their gross earnings.
 - ii. After five (5) consecutive years of service: vacation pay equal to six percent (6%) of their gross earnings.

Students and Project Workers may elect to have their vacation pay paid to them on each paycheque 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. There is no carryover of vacation 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).

2. The remainder of this Article shall refer to Permanent and Permanent Replacement Employees.
3. Calendar Year: The calendar year shall mean the twelve (12)-month period from January 1 to December 31 inclusive.
4. Permanent Employees Vacation Entitlement: Permanent Employees whose names are listed in the attached Letter of Agreement - Vacation Grandfathering dated, January 30, 2015 will have their Vacation Entitlement grandfathered under the terms of Article 23 (4) in the 2009 to 2014 Collective Agreement.
5. 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 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. Student Employees and Project Workers: 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 (2) years. For the remainder of a longer such absence, or for the whole of any other type of absence, the Employee may pay the full premiums through the Employer.

Article 33: RRSP in Lieu of Pension

1. The Employer will match any contributions made by a Permanent Employee to a Registered Retirement Savings Plan from the first day of employment to a maximum of \$100.00 or 4% of regular gross earnings whichever is greater.
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 successfully completing the probationary period.

Article 34: Seniority

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

3. Substitute Care: The Employer shall reimburse 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.

4 th	2 weeks
5 th	2 weeks 3 days
6 th	3 weeks
7 th	3 weeks 3 days
8 th	4 weeks
9 th	4 weeks 3 days
10 th , etc.	5 weeks

Article 32: Medical and Dental Plans

1. All Permanent Employees shall be eligible to participate in the 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 \$750.00 every 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 reimbursed 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 two (2) 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.

Temporary Designated Assistants with a contract of twelve (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) 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.

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

- c. Vacation Entitlement Carryover: At the end of each calendar year an Employee may carryover up to two (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. Carried over vacation time may be used at any time within the next calendar year.
6. Permanent Replacement Employees:
- 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.
 - 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.
 - 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.
7. Split Vacations: An Employee may take holidays in broken periods with the approval of the Staff Liaison Officer. No reasonable request shall be denied.
8. 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.
9. 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 prior to termination.

10. **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 (1) month's notice of vacation.
11. **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.
12. **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.
13. **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.
14. **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. Such illness or disability must be certified by a medical practitioner.
15. **Work During Scheduled Vacation:**
 - a. The Working Conditions Committee or 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 Staff Liaison Officer. Such approval shall not be unreasonably withheld.
 - c. Requests of the Working Conditions Committee or Staff Liaison Officer under this section shall be limited to a total of two weeks per year per Employee.

Article 24: Semestered Time Off

1. Seasonal Time Off:

- a. All Permanent and Replacement full-time Employees shall receive paid time off for the days of December 27-31.

3. Student Employees:

- a. Student Employees shall receive one (1) leave of absence without pay for up to one (1) 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.
 - b. Sixth and subsequent leaves may be granted at the discretion of the Employer on the basis of one (1) or more of the following criteria:
 - i. Academic requirements.
 - ii. Personal or family emergencies
 - iii. Illness or accident related conditions
 - iv. Extenuating circumstances not listed above which are mutually agreed
4. **Continuation of Benefits:** Such leave shall not affect any parental entitlements, sick leave credits, vacation and savings plan entitlements, or seniority that has accumulated before the leave. However, vacation entitlements, sick leave credits and seniority shall not accumulate during such leave. Medical, dental, and other insurance coverage under this Agreement shall continue if the Employee pays the full premium for such coverage.

Article 30: Return to Work

Except as where otherwise specified in this Agreement, an Employee on a leave of absence of ninety (90) days or more shall give one (1) month's notice of intention to return to work or shall apply for an extension.

Article 31: Childcare Benefits

1. **Childcare Costs:** The Employer shall pay seventy-five percent (75%) of all Permanent full-time Employees' childcare costs. Permanent part-time Employees shall receive an equivalent allowance on a pro-rated basis. 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.

- f. At the end of the Employee's 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.
- g. No Employee shall be severed or lose benefits because of taking 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.

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

- a. The provision for 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.
- b. 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.

3. Extended Parental Leave:

- a. Upon written request to a Staff Liaison Officer, a Permanent Employee on 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 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.

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) 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.
- 2. The Employer shall respond to requests for such leave in writing. If leave is denied, the reasons for such denial shall be provided in writing.

- b. All Permanent and Replacement part-time Employees shall receive pay equivalent to their normally scheduled hours of work during 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.

Article 25: Special Leave

- 1. Entitlement: All Employees are entitled to the following leaves and benefits, except where otherwise indicated.
- 2. Personal Leave: Permanent Employees are granted up to four (4) full working days with pay each year to deal with personal issues that may arise. While advance notice is preferable, it is understood this may not always be possible. Up to two (2) additional working days of Personal Leave may be taken from the Employee's vacation entitlement. Personal Leave days are not intended to be used as vacation.
- 3. Requests for Other Special Leaves: Requests for any Special Leave shall be submitted in writing to a 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.
 - a. (New) The Employer shall grant up to five (5) days off with pay for all self-identifying Indigenous Employees, for the purpose of engaging in ceremony. The definition of ceremony shall be at the discretion of the Employee and may include memorial marches, Truth and Reconciliation Day (Sept 30), National Indigenous Peoples Day (June 21), and International Day of the World's Indigenous Peoples (August 9). Leaves shall be scheduled with reasonable time and considerations. Should circumstances arise where additional leave for ceremony is required, the Employer shall not unreasonably deny unpaid leave requests.
- 4. 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.
- 5. Family Responsibility Leave: This leave is an Employee driven statutory entitlement of five (5) days as defined by the Employment Standards Act of B.C. and described as unpaid leave. The Employer agrees however, that 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 a Staff Liaison Officer is notified of such use. Approval for such use shall not be unreasonably denied. Family Responsibility Leave is intended 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 in nine (9) below). The maximum of three (3) days per year may be extended by mutual agreement of a 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 twenty-seven (27) 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. 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 a 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 a 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 five (5) days leave with pay per calendar year. Such leave may be taken intermittently or in one (1) continuous period.**

7. Duty to Accommodate:

The Employer and the Union recognize that from time to time individual Employees may be entitled to a reasonable accommodation as required by human rights legislation. Both parties acknowledge that this duty to accommodate is a tripartite duty between the Employer, the Union and the Employee involved. The Employer and the Union thereby commit to engaging in cooperative efforts to find a reasonable accommodation as required by human rights legislation.

Article 28: Pregnancy, Parental and Extended Parental Leaves

1. Pregnancy and Parental Leave:

- a. All Employees are entitled to unpaid Pregnancy and Parental leave in accordance with the requirements of the *Employment Standards Act of British Columbia* (the "ESA").
Policies and practices concerning parental leave shall meet or exceed those laid out in the *Employment Standards Act* currently at sections 50 and 51 of the Act (see appendix "A").
- b. Permanent or Replacement Employees who receive EI benefits related to pregnancy and/or parental leave will, 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.
- c. Should the Employee fail to return to work or return and work at the SFSS for a period of six (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.
- d. Permanent or 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.
- e. Permanent or Replacement Employees who do not qualify for 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.

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 one (1) lump sum on their return to work.
 - e. An Employee on extended sick leave shall be entitled to deplete their sick leave credits prior to applying for sick leave benefits as provided under the *Employment Insurance Act*.
3. The Employer may require a medical certificate for continuous absences of three (3) days or more. The Employer shall pay the cost of obtaining the medical certificate.
 4. Sick Leave Records: Employees shall have access to their sick leave credit records. Upon commencement of employment of a Permanent or Replacement Employee, and immediately after the beginning of each calendar year thereafter, the Employer shall inform the Employee, in writing, of the sick leave credits to which they are entitled. For Students and Designated Assistants, upon commencement of employment, and immediately after each semester, the Employer shall inform the Employee, in writing, of the sick leave credits to which they are entitled.
 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 Replacement Employees shall receive a pro-rated 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.
 6. No Loss or Severance: No Employee shall be severed or lose benefits because of illness. Seniority and vacation entitlements shall continue to accrue during sick leave or extended sick leave. Medical and dental plans, savings plan entitlements and childcare benefits will be maintained.

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. Acknowledging the definition above is based on a colonial framework of family relationships, the Employer shall not be unreasonable in considering additional relationships brought forward by the Employee.
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, 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.

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 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, 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.
2. Job Development & Training: Up to \$2000.00 will be available to each employer per fiscal year for the purpose of professional development. 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 prepay course fees and related costs for approved Professional Development.
 - c. Where possible and appropriate, staff may use the SFSS VISA card to make these prepayments.
 - 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. 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 shall not be unreasonably denied.
 - g. 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. 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 or 26, the Employee must submit a copy of their confirmation of enrolment to a Staff Liaison Officer prior to the start of classes.

Article 27: Sick Leave and Extended Sick Leave

1. Sick Leave:

- a. Definition: "Sick leave" is defined as an absence from work because of sickness, disability, quarantine/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 totaling 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 totaling 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, prorated according to the period for which the replacement Employee is hired.
- d. Student & Designated Assistant: Each Student and Designated Assistant upon commencement of employment shall receive sick leave credits totaling up to twenty-one (21) hours per semester, pro-rated according to when the Student or Designated Assistant is hired in the semester. Half of the unused time may be carried over to the following semester. Sick leave allotments will not accumulate while on a (planned) Leave of Absence Without Pay.

2. Extended Sick Leave:

- a. Definition: An Employee shall be deemed to have applied for and been granted extended sick leave after they have been absent on normal sick leave