

Collective Agreement

Between

Simon Fraser Student Society

And

CUPE Local 3338

May 1st, 2010 to April 30th, 2016

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Article 1 Introduction

1.01 Preamble

The purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, wages and benefits for the employees, to maintain collective bargaining relations between the Employer and the Union and to provide for the prompt and equitable disposition of disputes.

1.02 Statement of Principle

The Food and Beverages Services is a student-centered cooperative workplace where both the operational requirements of the MBC and the dynamic needs of students are creatively balanced where possible. It is through this flexibility and cooperation, both on the part of the Employer and the Union, that the Food and Beverage Services will maintain itself as the focal point for many campus community activities and services. It is additionally recognized that efforts are consistently made to uphold the Food and Beverage Services as an egalitarian workplace.

1.03 Employment Opportunity

The parties agree that in order to become a Student employee and to maintain employment all Student employees must be registered as students of Simon Fraser University, in a minimum of three (3) credit hours two out of three semesters over a twelve (12) month period commencing with the student's date of hire, or be recognized by the University as a registered Graduate Student. Notwithstanding this requirement, students are eligible to be an employee for one additional semester immediately following graduation.

Article 2 Management Rights

2.01 Management Rights

The management and direction of the working force is vested exclusively with the Employer except as otherwise provided for in this agreement.

2.02 Not Discriminatory

The Employer's rights shall not be applied in a discriminatory or arbitrary manner.

Article 3 Recognition and Negotiation

3.01 Bargaining Unit

The Union is the sole bargaining authority for all employees of the Employer as set out in the certification as granted by the Labour Relations Board on August 24th, 1994.

3.02 Work of the Bargaining Unit

Persons who are not in the bargaining unit shall not work on jobs which are regularly performed by the employees in the bargaining unit, except in cases of emergency, testing, training purposes or by mutual agreement of the Union.

3.03 Right of Fair Representation

- (a) Recognition: The Employer recognizes Stewards and other Union representatives selected by the Union for the purpose of representing employees on matters pertaining to this collective agreement and shall not discriminate against such representatives for carrying out the duties proper to their position. Shop Stewards shall be selected from members of the bargaining unit.
- (b) Limitation: The number of Stewards recognized by the Employer shall not exceed six (6) at any one time and the Union shall notify the Employer in writing of the names of these Stewards.
- (c) Access: An authorized representative of the Union shall be permitted to enter the premises at a reasonable time in the interest of the employees covered by this agreement, provided that the Manager or his/her designate is first contacted and his/her approval has been received. The Union agrees that there will be no disruption of employees' duties by the Union representative entering the premises.
- (d) Availability: The Union agrees to make every reasonable effort to make at least one (1) Steward available to the Employer during all regular hours of operation, either by telephone or in person.

3.04 Union Bug

The Union shall have the right to display an appropriate Union plaque on the premises in a visible location.

3.05 Union Officers and Committee Members

An employee and/or shop steward shall suffer no loss of wages when attending a pre-arranged meeting with the Employer.

3.06 Board Orientation

The Union shall have the right to participate in the training of any new Board member about the Union and the Collective Agreement.

Article 4 Human Rights

4.01 No Discrimination

The Employer and the Union agree that there will be no discrimination against any employee or prospective employee, by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, citizenship, place of residence or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person nor by reason of his or her membership or activity in the Union.

4.02 Personal Rights

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for a supervisor, which are not connected with the operation of the Employer.

4.03 Sexual Harassment / Personal Harassment

- (a) Sexual harassment shall be defined as any sexually oriented behaviour that an employee believes undermines his/her health, or which adversely affects the working environment or employment status or potential of an employee. It includes, but is not limited to:
- i) sexual solicitation or advances of such a nature made by a person who knows or ought to know that such solicitation or advance is unwanted and unacceptable;
 - ii) implied or expressed promise of reward for complying with a sexually-oriented request;
 - iii) reprisal in the form of either actual reprisal, or the denial of opportunity, or implied or expressed threat of actual reprisal or denial of opportunity for a refusal to comply with a sexually-oriented request;
 - iv) sexually-oriented remarks or behaviour on the part of a person who knows or ought to know that such remarks or behaviour may create negative psychological or emotional feelings.
- (b) Personal harassment is deemed as aggressive, threatening or other behaviour considered by a reasonable person to create an environment which embarrasses, unnecessarily agitates, injures an employee, or which creates an environment not conducive to work.
- (c) The Employer agrees to develop a policy against sexual/personal harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of sexual/personal harassment in staff or management training sessions. The Employer agrees to review the Policy with the Union.
- (d) Cases of sexual/personal harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- (e) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- (f) No information relating to the grievor's personal background, life style or mode of dress will be admissible during the grievance arbitration process.
- (g) The Employer recognizes the principle that it is the Employer's responsibility to maintain discrimination/harassment free workplace.

Therefore when a complaint of discrimination, or sexual/personal harassment is made the Employer will make every reasonable effort to permit the employee alleging harassment to limit or discontinue contact with the alleged harasser until the issue is resolved in the grievance procedure. If a transfer is necessary, where possible, it shall be the harasser who is transferred. The complainant shall not be transferred against her/his will.

Article 5 Union Security

5.01 Membership Requirements

- (a) Current Employees: Employees who were members of the Union on and after ratification of this agreement shall continue as members of the Union.

Employees who on the ratification date of this agreement, were not members of the Union on that date shall not be required to join the Union, but shall be required to pay any dues, fees or assessments to the Union.

- (b) New Employees: Employees hired after the ratification date of this agreement, shall become Union members within two (2) weeks of their date of hire, and shall maintain membership in the Union throughout their employment.
- (c) The Union shall not, without good and sufficient cause, refuse an employee applying for membership, not suspend and expel from membership any member without cause.

Article 6 Check Off of Union Dues

6.01 Authorization for Check Off

All employees will be required to sign an authorization for dues, initiation fees and assessments deductions. A copy of this authorization will be sent to the Union.

The Employer has no financial responsibility for the fees, dues or assessments of an employee, unless the Employer owes the employee sufficient unpaid wages to pay the fees, dues or assessments assigned.

6.02 Transmittal to Union

Before the tenth (10th) working day of the following month, the Employer will forward the collected dues, by cheque, to the Treasurer of the Union, together with a detailed list of names, email addresses, gross wages, status as Student or Permanent employee, employee numbers and amounts deducted.

6.03 Year-End Statement of Members' Dues Deductions

T-4 income tax forms issued to employees will include the amount of Union dues deducted in the previous calendar year.

Article 7 Employer and Union Shall Acquaint Potential Employees

7.01 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Checkoff.

7.02 Union Orientation

All new employee shall attend a paid one half (1/2) hour orientation meeting with the Union. The Union Local shall conduct the Union Orientation. The Union shall endeavor to conduct Union Orientation at a time which minimizes the impact on FBS operations.

7.03 Bargaining Unit Transfer and Priority in Postings

For the information of employees within the Bargaining Unit, the SLO shall post copies of job postings on the bulletin board for student positions covered by the Collective Agreement between the Society and CUPE 3338 Unit 5 at the conclusion of the internal posting process.

Article 8 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the authorized Staff Liaison Officer and the Union.

The Employer shall inform the Union when a new Staff Liaison Officer is appointed and provide contact information for that person.

Article 9 Labour Management Committee

9.01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representative of the Union and two (2) representatives of the Employer. On the request of either party, the parties shall meet at least once every two (2) months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement.

9.02 Function of Committee

The Committee shall concern itself with the following:

- (1) to promote the cooperative resolution of workplace issues;
- (2) to respond and adapt to changes in the economy;
- (3) to foster the development of work related skills;
- (4) to promote workplace productivity.

9.03 Agenda of Meeting

Members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

9.04 Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

9.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

9.06 Jurisdiction of Committee

The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

9.07 Pay for Attending Meetings

Employees shall not suffer loss of wages for their scheduled hours of work that coincide with these meeting times.

Article 10 Labour Management Bargaining Relations

10.01 Representatives

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers and authorized representatives. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union and three (3) alternates. The Union will advise the Employer of the Union members of the Committee and the three (3) alternates.

It is understood by the Union, to the degree reasonably possible, that there will be no more than one (1) employee representative from any one (1) classification as contained in this agreement.

10.03 Technical Information

Within ten (10) days of a request by the Union, the Employer shall make available to the Union a copy of the audited financial statement and/or a copy of the annual approved budget.

Article 11 Resolution and Reports of the Employer

The Employer agrees that non-confidential resolutions, reports and minutes shall continue to be provided to the Union in accordance with current practice. An employee representative shall also continue to be entitled to attend meetings other than those dealing with negotiations or labour relations matters.

Employee representatives shall be granted leave without loss of seniority to attend meetings and the Employer shall endeavour to make up any shift lost as a result.

One CUPE 3338 member of Food and Beverage Services shall have a non-voting seat on the Commercial Services Committee.

Article 12 Adjustment of Complaints

12.01 Definition

For the purpose of the 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 the 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.

12.02 Types of Grievance

- (a) Individual Grievance: A grievance whether initiated by an individual employee or by the Union that is confined in scope to a particular employee.
- (b) Group Grievance: Where the matter is of concern to a group of employees or where several individual grievances, after being consolidated at some stage, are brought forward as one grievance.
- (c) Policy Grievance: Where either Party disputes the general application, interpretation, or alleged violation of an Article of this Agreement, where the matter of concern is not specifically confined in scope to any particular employee.
- (d) Union Grievance: Where the matter is of specific concern to the Union.
- (e) Safety Grievance: Where the matter is specifically concerned with safety.

12.03 Grievance Procedure

The procedure for settling grievances shall be as follows: Individual, Group, and Safety grievances shall start at Step 1. Policy and Union grievances shall start at Step 2.

It is understood and agreed that "working days" shall mean Monday to Friday, excluding holidays and University closures.

(a) Step 1: Working Conditions Meeting

An employee who has a grievance shall present the grievance in writing to the General Manager Food and Beverage Services, or designate, within thirty (30) working days from the date on which the employee or the Union becomes aware of the alleged incident(s) which gave rise to the complaint. The thirty (30) working day limit shall be subject to extension by mutual agreement between the General Manager Food and Beverage Services, or designate and the Union.

The employee must be accompanied by his/her Steward or representative of the Union. The General Manager Food and Beverage Services, or designate shall be given the opportunity to answer the complaint verbally. The parties involved shall be given a maximum of five (5) working days to solve the grievance.

(b) Step 2: Meeting with Staff Liaison Officer

If the grievance is not satisfactorily resolved in Step 1 above, the employee and his/her Steward or Union representative shall within seven (7) working days of receipt of the General Manager Food and Beverage Services, or designate's, response, submit the grievance in writing to the Staff Liaison Officer.

Within seven (7) working days following receipt of this grievance, the Staff Liaison Officer or his/her representative will call a meeting of the parties to discuss the matter.

Within ten (10) working days of this meeting the Staff Liaison Officer or his/her representative shall provide a written answer to the employee and the Union regarding the grievance.

(c) Step 3: Arbitration

In the event that no settlement of the grievance is reached in Step 2 above, then either Party may, within ten (10) working days of the Staff Liaison Officer's or his/her representative's response, advance the matter in writing to arbitration in accordance with Article 13.

Article 13 Arbitration

13.01 Notice of Arbitration

The Parties shall meet within ten (10) days of notice that a grievance is being advanced to arbitration. The parties will attempt to agree on a single arbitrator to hear the matter. Should the parties fail to agree on an arbitrator, either party may request the Minister of Labour to appoint an arbitrator to hear the matter.

13.02 The Arbitrator is to be governed by the following provisions:

- (a) 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.
 - (i) Each of the Parties shall pay one-half (1/2) of the expenses of the arbitrator.
 - (ii) The arbitrator shall determine his/her own procedures, but shall give full opportunity to all Parties to present evidence and make representations.

- (iii) The arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.
 - (iv) 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.
 - (v) The arbitrator shall have the power to modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.
 - (vi) The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.
- (b) If a grievance is not presented to the next higher level within the time limit stipulated without good and sufficient cause the grievance will be deemed to be withdrawn without prejudice. The time limits prescribed for the performance of any act in the grievance procedure may be extended by mutual consent and such extensions will not unreasonably be denied.
 - (c) An employee shall be permitted the necessary time off without loss of scheduled hours to attend formal grievance meetings, including arbitration hearing dates, and may be present at any stage in the grievance procedure if so requested by either party.
 - (d) 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 14 Discipline/Discharge

Preamble:

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

14.01 _For Just Cause

The Employer may discipline an employee for just cause, according to the principles of progressive discipline. The Employer may only take disciplinary action within thirty (30) working days of becoming aware of the incident(s) in question (subject to extension by mutual agreement between the General Manager Food and Beverage Services, or designate and the Union), and such discipline shall be subject to the following procedure:

- (a) The Employer may issue verbal warnings. In such cases the Employee will be given advance notice of the verbal warning. Consistent with 14.01(c) the Employer will provide the Employee and the Union (with a copy to the employee's personnel file) a written record of the verbal warning, including the grounds on which the warning is based.
- (b) An Employee is entitled, prior to the imposition of any form of discipline, including discharge, to be notified at a meeting, in the presence of his/her Union representative, of the reason for considering such action.

- (c) Any and all forms of disciplinary action and/ or discharge must be provided in writing to the affected employee, the Union and a copy placed in the employee's personnel file. The written notice shall include the grounds on which the discipline is based.
- (d) An Employee shall have his/her Steward present at any discussion with the Employer that is the basis of disciplinary action.

14.02 Disciplinary Letters

If, in the twelve (12) months after the issuance of a disciplinary letter, excluding a letter of suspension, 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.

If in the eighteen (18) months after the issuance of a suspension, no further disciplinary action is taken against the Employee, for the same or a similar situation, the suspension letter shall automatically be removed from the Employee's record and may not be held against him/her thereafter.

14.03 Reinstatement for Just Cause

If, as a result of the Grievance Procedure, it is found that an Employee has been discharged for unjust cause the Employee may be reinstated to his/her former position, with no loss of seniority, or benefits, and compensation for all time lost retroactive to the date of discharge, or such other method of reinstatement as agreed to by the Parties or awarded by an Arbitrator.

14.04 Vacation Entitlement

In the case of discharge or resignation, the Employee shall receive all vacation entitlements and salary due to the date of termination.

14.05 Observation of Picket Lines

Failure of an employee to cross a legal picket line shall not be considered a breach of this Agreement. No employee shall be discriminated against for his/her failure to cross a legal picket line. Employees who observe picket lines shall be recorded as being absent without pay.

14.06 Right to Have a Steward Present

An employee shall upon request have the right to have his/her Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action.

14.07 Interviews for Disciplinary Purposes

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.

Article 15 Personnel Records

15.01 Access to Personnel File

Each employee shall, upon giving reasonable notice, have access to files that relate to the individual's employment. The employee shall have the right to

include written comments to the file regarding any document, and further shall be provided with photocopies of any document upon request. The employee shall be responsible for the actual minimum costs of the photocopies. The personnel records of an employee shall not be shared in any manner with the Union or any other Employer or Agency, without the prior written consent of the employee concerned except as required by statute or as required in dealing with formal grievances.

It is understood by the parties that the personnel file may not contain all relevant information relating to the employee such as attendance documents, supervisory observations and notations, etc.

Article 16 Seniority

16.01 Definition

Seniority is defined as the length of accumulated service in the bargaining unit and except, as set out in 16.04 below shall include such service with the Employer prior to the signing of this collective agreement.

Seniority shall be accumulated on the basis of regularly scheduled hours worked for each employee minus those hours each employee drops. Switching/trading of shifts shall be deemed to be regular hours worked provided such employees have complied with the provisions of article 19.06.

16.02 Seniority List

The Employer shall maintain a list indicating the employee's current classification and seniority. This list shall be sent to the Union, provided to the designated shop steward and posted on all bulletin boards two weeks prior to the commencement of a new semester.

16.03 Probation for Newly Hired Employees

Newly hired employees with the exception of permanent employees shall be on probation for up to the first one hundred and fifty (150) hours of his/her employment. Permanent employees shall be on probation for three (3) months from date of hire. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except as specifically set out in this agreement.

Employees during their probation period may be terminated should they be found by the Employer to be unsuitable for the position.

The parties by mutual agreement may extend an employee's probationary period.

16.04 Loss of Seniority

An employee shall not lose their accumulated seniority if he/she is absent from work because of sickness, disability, accident or leave of absence approved by the Employer.

A Student employee shall lose his/her seniority and cease to be an employee in the event the employee:

- (a) is discharged for just cause and is not reinstated; or
- (b) resigns in writing; or

- (c) indicates he or she is not available for work, as set out in article 18.01, for three (3) consecutive semester availability deadline dates; or
- (d) fails to comply with the provisions as set out in article 1.03 of this agreement.

A Permanent employee shall lose his/her seniority and cease to be an employee in the event the employee:

- (a) is discharged for just cause and is not reinstated; or
- (b) resigns in writing; or
- (c) is laid off for longer than one (1) year; or
- (d) declines two recall opportunities on one (1) layoff.

16.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be placed in a position outside the bargaining unit without his/her consent. If an employee is placed in a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but shall not accumulate any further seniority. The maximum time period for an individual assignment of an employee to a position outside the bargaining unit is thirty (30) calendar days unless otherwise approved by mutual agreement of the parties.

Article 17 Promotions and Staff Changes

17.01 Job Postings

When a new classification is created, or when a vacancy occurs, that the Employer intends to fill, the General Manager Food and Beverage Services, or designate shall notify the Union in writing of the posting and post notice of the opening on the bulletin board for a minimum of ten (10) working days. Positions to be filled shall be advertised within one week of the vacancy if it is unlikely to be filled internally.

17.02 Information in Postings

For postings of student positions, the postings will include:

- (a) the job title,
- (b) the nature of the position,
- (c) the required knowledge, ability, skills and education necessary to perform the job functions,
- (d) the hours of operation applicable to the position,
- (e) the wage rate, and
- (f) reference to Articles 1.03, 18.01, 19.02, and 19.03.

For postings of permanent positions, the postings will include:

- (a) the job title,
- (b) the nature of the position,
- (c) the required knowledge, ability, skills and education necessary to perform the job functions,
- (d) the anticipated range of potential hours to be assigned, and
- (e) the wage rate.

All job postings shall state that SFSS is an equal opportunity employer and that the employee will be a member of the Canadian Union of Public Employees, Local 3338.

17.03 Preference of Hiring

Qualified bargaining unit employees will be given preference over outside applicants.

17.04 Role of Seniority in Job Postings

In the case where two or more applicants meet the prerequisites as set out in 17.02 above, the employee having the greatest seniority will be awarded the position. Appointments from within the bargaining unit shall be made within two (2) weeks of posting. The job shall be filled within one week of appointment.

17.05 Trial Period

The successful applicant who has completed his/her probationary period shall be given a trial period of up to sixty (60) working hours in the classification. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared in the position after successful completion of the trial period.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage rate, without loss of seniority.

17.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, all non successful internal applicants will be notified that the position has been filled. If requested in writing by an employee, the Employer shall provide a full written explanation of any shortcomings regarding his/her qualifications. The Union shall be notified of all promotions, demotions, hiring, transfers, retirements, deaths or other terminations of employment.

17.07 Consideration of Other Employees

In the case where there is not a qualified applicant, the Employer may consider employees who are not qualified but who, through on the job training, could reasonably be expected to satisfactorily perform the job within the trial period as set out in 17.05. If there is more than one (1) employee whom the Employer reasonably expects could satisfactorily perform the job within the trial period as set out in 17.05, then the most senior of those employees will be offered the opportunity.

It is understood that in considering unqualified employees for the position there is no obligation on the Employer to award the position to such an employee.

17.08 Duty to Accommodate and Employment Equity

The parties agree that the Labour Management Committee at the request of either party may address issues related to the duty to accommodate and employment equity.

17.09 On-the-Job Training

The Employer shall maintain the current system of “on-the-job training”.

In keeping with the current system, employees will receive orientation for a new position that he/she is working in for the first time.

The first four (4) hours of employment in a new position/area shall be under the guidance of an employee experienced in that position in that area

No employee will be asked to work on his/her own in a classification without first receiving orientation.

The Employer may train existing employees in other positions as backup personnel, based on their qualifications and seniority, where it is deemed by the Employer that such backup positions are required.

17.10 Training or Certificates Required by Employer

Should the Employer require that an employee in a classification take specific training or complete the requirements for a specified certificate related to his/her classification, this will be done so at no cost to the employee or loss of scheduled hours of work. For employees outside the classification, the current practice of providing the opportunity for training at their own expense will continue.

Article 18 Notice of Availability for Student Employees

Article 18 shall apply to Student Employees only.

18.01 Applications

Prior to the start of each semester, on or before December 1st, April 1st and August 1st, each returning employee will make application, indicating his or her desire to return and provide a schedule of availability to the General Manager Food and Beverage Services, or designate. A person may pre-arrange an application with the Employer. If this is to be done, other than in person, it must be by email.

A notice shall be emailed to each employee and the Local 3338 Union office reminding the employees, at least two (2) weeks prior to these dates.

If an employee has not provided his/her availability or has not requested a leave of absence, as per Article 26 by the above dates, then such employee will not be eligible for scheduled shifts during that semester.

An employee may upon having a reasonable excuse (i.e. class changes) revise his/her availability up to the third Friday after classes commence in each semester. Beyond this no changes, except with the permission of the General Manager Food and Beverage Services, or designate, will be accepted.

If an employee does not indicate their availability for two (2) consecutive semester availability deadline dates, they will no longer be an employee.

18.02 Posting for Additional Positions

Three (3) weeks prior to the start of each semester, or during a semester if operational needs dictate, the Employer will post for additional positions if required. Copies of such postings will be displayed on the employee bulletin boards. In addition the Employer will notify the Local 3338 Union office via email

attaching copies of the postings.

18.03 Posting of Schedules

Weekly schedules indicating work assignments shall be posted a minimum of fourteen (14) days in advance of each schedule taking effect.

Article 19 Hours of Work

19.01 Paid Rest Period

Employees scheduled to work four (4) or more, but fewer than six (6) consecutive hours, will receive one (1) fifteen (15) minute paid rest period which may not be taken in the first hour or the last fifteen minutes of the shift.

Employees scheduled to work six (6) or more consecutive hours, not including the optional meal break, will receive one (1) additional fifteen (15) minute paid rest period which may not be taken in the first hour or last fifteen (15) minutes of the shift.

Employees scheduled to work more than six (6) consecutive hours shall be entitled to an optional thirty (30) consecutive minute unpaid meal break, which will be taken within the scheduled shift. Where the employee indicates that he/she wants a meal break then the break shall be taken at a mutually agreed upon time between the Employer and the employee. Where mutual agreement does not occur, the Employer will have the sole right to schedule the break.

Employees that do not receive scheduled rest periods prior to the completion of their shift will receive payment for such rest periods at regular straight time rate.

19.02 Hours of Work for Student Employees

The minimum number of hours that an employee may be scheduled to work in a day is four (4) hours, except that, in order to augment staffing requirements the Employer may schedule one (1) two (2) hour shift over the lunch period. Additional two (2) hour shifts could be scheduled for special events by agreement with the Union. All two (2) hour shifts will be voluntary. Employees will indicate on their schedule of availability if they are willing to volunteer for two (2) hour shifts and if so, they will be scheduled in order of seniority, provided the employee is qualified and available. An employee assigned to a two (2) hour shift may decline the shift by advising the General Manager Food and Beverage Services, or designate, within two (2) days of the schedule being posted. The shift will then be assigned to the next most senior, qualified and available employee who has volunteered for two (2) hour shifts.

An employee commencing work on his/her regularly scheduled shift shall be paid for four (4) hours, however in the event they were scheduled for two (2) hours, they would only be paid for two (2) hours.

Subject to the Employee's own restriction of his/her availability, the employee's seniority and available shifts, the Employer will schedule each employee a minimum of eight (8) hours in a week under the process in Article 19.04.

19.03 Minimum Hours of Work that May be Requested by Student Employees

The minimum number of hours that an employee may request in a week is eight (8) hours.

19.04 Scheduling of Hours for Student Employees

- (a) The Employer, when developing the schedule of hours for student employees will assign shifts on a rotational basis by seniority starting with the most senior qualified employee.

The assignment, on a rotational basis, will be done by one (1) shift/week for each employee. In the first rotation, the Employer will assign shifts in order of seniority based on the employee's qualifications, availability and the employee's stated work area preference(s) (if any). In subsequent rotations, the Employer will assign shifts in order of seniority based on the employee's qualifications and availability and will take into account the employee's stated work area preference(s) (if any) but not to the exclusion of the Employer's operational needs (such as cross-training).

Should additional shifts become available after the initial scheduling has occurred, then the scheduling of these additional shifts will continue from the point where the rotation left off.

Should the Employer cancel a scheduled shift for operational or unforeseen reasons, then the Employer will attempt to make up such shift during the semester and the semester break period. In canceling shifts the Employer will attempt to provide at least twenty-four (24) hours advance notice.

It is understood that scheduled hours do not constitute any guarantee of hours of employment or pay.

- (b) The parties agree that they will meet and discuss a situation where there is a significant reduction in the overall number of hours available.

19.05 Student Employees Dropping Shifts

The parties recognize that an employee may not be able to work a full compliment of hours as provided for above if their student schedule does not allow, however, except as set out in Article 26.05, all employees are required to be available for work from week one (1) through to the completion of final exams.

Where an employee is scheduled to write a final exam or complete a final project during a time that conflicts with their previously provided availability, he/she will not be required to be available for work, on the day that the exam or project is to occur, provided he/she has notified the Employer at least three (3) weeks prior to the date on which the scheduled final exam is to be written.

Other than for final exams, employees may on rare occasions request that their scheduled shift be dropped. Such requests shall not be unreasonably denied.

19.06 Student Employees Switching/Trading of Shifts

Employees may switch/trade shifts provided they have received prior approval from the General Manager Food and Beverage Services, or designate. Subsequent shifts may not be dropped as a result of an authorized trade. A request in writing for the switching/trading of shifts must be requested at least forty-eight (48) hours prior to the first shift involved. The switching/trading of a Monday shift must be done so by no later than four o'clock on the previous Thursday.

19.07 Maximum Total Hours Including Pick-up Shifts for Student Employees

The maximum total hours that an employee can work (with the pick-up of shifts) shall be seventy (70) hours in any two (2) week period. This may be varied by

mutual agreement of the Union and the Employer.

Article 20 Closure Due to Inclement Weather

Where the Employer closes operation(s) due to inclement weather situations, the employees affected will be paid for scheduled time lost due to such closure. The maximum number of hours that an employee may be paid for such closures in any calendar year is thirty-seven and one half (37.5) hours.

Article 21 Overtime

21.01 Rate of Compensation

All time worked up to and including eight (8) hours in a day will be paid at straight time. All time worked in excess of eight (8) hours in a day will be paid at time and one-half (1 1/2 x) the regular rate of pay.

Time worked in excess of eleven (11) hours a day will be paid at two times (2x) the regular rate of pay.

Time worked in excess of forty (40) hours in a week will be paid at one and one half times (1 1/2 X) the regular rate of pay.

Time worked in excess of forty-eight (48) hours in a week will be paid at two times (2X) the regular rate of pay.

It is understood and agreed that all overtime must be approved in advance by the General Manager Food and Beverage Services, or designate or the Staff Liaison Officer.

21.02 Overtime Voluntary

Employer approved overtime will be on a voluntary basis except in the case of emergency situations.

Article 22 Layoff of Permanent Employees

22.01 Layoff Defined

Layoff only applies to Permanent Employees and is defined as the elimination of a position or the reduction in scheduled hours of a Permanent Employee to below thirty (30) hours per week (for the night dishwasher this number will be twenty-five (25)).

22.02 Short Term Layoff

(a) A short term layoff is a layoff of eighteen (18) weeks or less.

(b) Notice of short term layoff will be two (2) weeks unless the layoff is for unforeseen circumstances, in which case the Employer will give at least forty-eight (48) hours notice.

- (c) On a short term layoff, the affected employee may elect to work the reduced hours (if the layoff is the result of reduced hours, not elimination of a position), bump as per Article 22.02(d), or be placed on the recall list for the duration of the layoff. In addition, they may request any accrued vacation pay to be paid to him/her prior to the effective date of the layoff.
- (d) Bumping: Within two (2) days of being provided with the notice of short term layoff, an employee must advise the Employer in writing if he/she wishes to bump. Bumping will take place in accordance with the following:
 - (i) Employees will have the option to bump the least senior employee in the job which the employee who is subject to layoff is being laid off from, or the least senior employee in another permanent employee job which is paid the same or a lower wage rate, provided:
 - (a) that the person being bumped is less senior to the employee who was given layoff notice; and
 - (b) the employee who elects to bump has the skills, knowledge and ability to perform the necessary job functions, based on the job description.
- (e) Permanent Employees subject to short term layoff who are on the recall list are entitled to be temporarily recalled by order of seniority to Permanent Employee work which becomes available provided he/she possess the skills, knowledge and ability to perform the necessary job functions, based on the job description. Such recall will not result in the employee being scheduled for more hours per week that the employees who were not subject to layoff.

22.03 Long Term Layoff

- (a) A long term layoff is a layoff that will be longer than eighteen (18) weeks.
- (b) If the Employer anticipates a long term layoff, it will meet with the Union for the purpose of discussing the Employer's plans and giving the Union an opportunity to suggest other means to avoid a layoff. Such meeting will take place before notice of long term layoff is given to employees under 22.03(c) below.
- (c) Notice for long term layoff shall be in accordance with the following chart. The Employer may give layoff notice, or, in its sole discretion, pay in lieu of such notice:

<u>After three (3) months of service</u>	<u>one (1) week</u>
<u>After one (1) year of service</u>	<u>two (2) weeks</u>
<u>After three (3) years of service</u>	<u>three (3) weeks</u>
<u>After four (4) years of service</u>	<u>four (4) weeks</u>
<u>After five (5) years of service</u>	<u>five (5) weeks</u>
<u>After six (6) years of service</u>	<u>six (6) weeks</u>
<u>After seven (7) years of service</u>	<u>seven (7) weeks</u>
<u>After eight (8) years of service</u>	<u>eight (8) weeks</u>
- (d) On a long term layoff, the affected employee may elect to work the reduced hours (if the layoff is a result of reduced hours), bump as per Article 22.03 (e), or be placed on the recall list. In addition, they may request any accrued vacation pay to be paid to him/her prior to the effective date of the layoff.
- (e) Bumping: Within two (2) days of being provided with notice of long term layoff, an employee must advise the Employer in writing if he/she wishes to

bump. Bumping will take place in accordance with the following:

(i) Employees will have the option to bump the least senior employee in the job which the employee who is subject to layoff is being laid off from, or the least senior employee in another permanent employee job which is paid the same or a lower wage rate, provided:

(a) that the person being bumped is less senior to the employee who was given layoff notice; and

(b) the employee who elects to bump has the skills, knowledge and ability to perform the necessary job functions, based on the job description.

(ii) An employee who bumps another employee shall be given a thirty (30) calendar day trial period in the position into which he/she bumps. If the employee finds the position unsatisfactory or the Employer determines the employee is unable to meet the requirements of the position within the thirty (30) calendar days, he/she will be placed on the recall list and the bumped employee will be returned to his/her position.

(f) Recall:

(i) Permanent employees subject to long term layoff who are on the recall list are entitled to be recalled by order of seniority to Permanent Employee work which becomes available provided he/she possesses the skills, knowledge and ability to perform the necessary job functions, based on the job description. Such recall will not result in the employee being scheduled for more hours per week than employees who were not subject to the layoff.

(ii) Permanent employees subject to long term layoff have recall rights for up to one year. If the employee declines two recall opportunities or is not recalled by the time the recall rights expire, the employee will be paid any outstanding vacation pay, their seniority shall be lost and his/her employment will come to an end.

Article 23 Paid Holidays

23.01 Holidays to be Observed

The Employer recognizes the following public holidays:

New Year's Day	B. C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	

The Employer agrees to recognize any additional holidays declared by the Federal or Provincial government.

23.02 Work on a Paid Holiday

When an employee who qualifies for the paid holiday and is required to work on a paid holiday, such employee shall receive, in addition to his normal pay for that

day, one and one-half (1 1/2) times pay for the first eight (8) hours worked and double time (2X) thereafter.

Alternatively the employee who qualifies for the paid holiday may take a day off with normal pay at a mutually agreeable time in the future rather than receiving his normal pay for that day.

An employee who does not qualify for the paid holiday will be paid straight time for hours worked on the holiday.

23.03 Qualification and for Paid Holiday

An employee will qualify for paid holidays in accordance with the provisions of the Employment Standards Act.

Article 24 Vacation Pay

24.01 Amount of Vacation Pay

Employees shall be entitled to vacation pay of four percent (4%) of wages. Employees who have completed five (5) continuous years of employment shall be entitled to vacation pay of six percent (6%) of wages.

Vacation pay shall be paid on each pay cheque.

Article 25 Illness

25.01 Sick Leave Credits

Student Employees upon commencement of employment shall receive such leave credits totaling up to eight (8) hours per semester, pro-rated according to when the student is hired in the semester.

Sick leave credits may not be carried over from one year to the next,

Student Employees may utilize sick leave credits to care for their sick child.

For payroll purposes, requests to use sick leave credits must be submitted in writing to the General Manager Food and Beverage Services within two (2) weeks of the absence.

25.02 Proof of Illness

Employees may, at the Employer's discretion, be required to substantiate such leave. If a Doctor's note is required, the Employer will pay the cost of such note.

Article 26 Leave of Absence

26.01 Negotiations Leave

A leave of absence without pay will be granted to employee representatives for the purpose of attending collective bargaining meetings with the Employer.

The Employer Agrees to offer alternate shifts where possible where otherwise the employee would lose wages for attending negotiation meetings.

26.02 Union Business Leave

Upon written request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed a leave of absence without pay. In doing so, the Union, except for unforeseen situations, will provide at least two (2) weeks notice prior to the commencement date of the leave.

26.03 Bereavement Leave

An employee shall, upon application, be granted up to three (3) regularly scheduled consecutive workdays without pay to attend the funeral of a member of their family.

Family is defined as follows: parent, spouse or partner, (including same-sex and common law), brother, sister, in-laws, child, grandchild, grandparent, fiancé, guardians (including former guardians), ward, or any person for whom the employee is required to administer bereavement responsibilities.

The Employer, on request, may grant additional unpaid bereavement leave based on individual circumstances.

26.04 Jury or Court Witness Duty

The Employer shall grant a leave of absence without pay to an employee who services as a juror.

26.05 General Leaves

An employee may, for reasons related to course requirements, request a leave of absence without pay. Such requests shall be in writing and approved by the General Manager Food and Beverage Services, or designate.

In all other cases the employee shall provide at least three (3) weeks written notice prior to the commencement date that the leave is being requested for. Approval of these non-course related requests for potential approval will be at the sole discretion of the Employer.

Employees that do not return by the date indicated on their leave of absence will be deemed to no longer be an employee. Reasonable mitigating circumstances will be taken into account.

26.06 Maternity, Adoption and Parental Leave

Employees shall be entitled to maternity, adoption and parental leave as specified under the "Employment Standards Act, Part 7" as amended from time to time.

Article 27 Payment of Wages and Allowances

27.01 Pay Days

The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement.

Each employee shall be provided with a statement of earnings and deductions.

The Employer may not make deductions from wages unless authorized by statute, court order, arbitration order or by this agreement.

27.02 Equal Pay for Work of Equal Value

Employees, regardless of gender, will be paid the same hourly rate for work in the same classification.

Article 28 Job Classification and Reclassification

28.01 Job Description

The Employer will ensure that job descriptions exist for each position filled. It is recognized that job descriptions must reasonably relate to the requirements of the position. The Employer will consult with the Union regarding amendments to job descriptions before they are finalized.

28.02 Changes in Classification

The Employer shall prepare a new job description whenever a new job is created or whenever there are significant changes to the duties of an existing job. It is recognized that the job descriptions must reasonably relate to the requirements of the position. The Employer will consult with the Union regarding new job descriptions before they are finalized.

Article 29 Health and Safety

29.01 Workers' Compensation Board Standards

The Employer shall maintain safe working conditions for all employees as provided within the Workers' Compensation Board standards.

29.02 Union - Employer Health and Safety Committee

A Health and Safety Committee shall be established which will be composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members. The Health and Safety Committee shall hold meetings at least once per month, or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken on all meetings and copies shall be sent to the Employer and the Union.

29.03 Time off for Health and Safety Training

Members of the Union – Employer Health and Safety committee are entitled to an annual education leave totaling eight (8) hours, or longer period if prescribed by the Workers Compensation Act Regulations, for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Workers Compensation Board of British Columbia.

A member of the joint committee may designate another member as being entitled to take all or part of the member's educational leave.

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.

Union members of the 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.

Employees requesting education leave under this Article must do so at least three (3) weeks in advance of their requested time off. The Employer may make exceptions to this requirement where operationally feasible.

29.04 Health and Safety Committee Pay Provisions

Time spent on site, in lieu of regular scheduled hours, by members of the Committee in compliance with the act shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

29.05 Disclosure of Information

As set out in the WHMIS legislation, the Employer shall provide information which identifies the biological agents, compounds, substances, by-products and physical hazards associated with the work environment.

29.06 Right to Refuse Unsafe Work

Following immediate prior consultation with their Supervisor the employee may refuse direct instructions to work under conditions he/she believes would create an undue hazard to his health or safety.

The condition shall be investigated by the Supervisor and with an employee representative from the Safety Committee or a Shop Steward.

Subject to the above, an employee will not be disciplined for refusing to perform work that legitimately and directly creates a hazard to his/her or any other employee's health or safety as defined by the applicable regulations and statutes.

29.07 Injury Pay Provisions

An employee who is injured or made sick during working hours, and is required to leave for treatment or is sent home as a result of such injury or sickness shall receive payment for the remainder of the shift at his/her regular rate of pay, unless a doctor or nurse states that the employee is fit for further work on that shift.

29.08 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be the expense of the Employer.

29.09 Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure.

Article 30 Consultation and Technological Change

30.01 Consultation

In keeping with the intent of Section 53 and 54 of the Labour Relations Code of BC the parties agree to an ongoing process of cooperative problem solving which would allow the Union an opportunity to discuss matters before the Employer makes a final decision.

This consultation shall involve issues relating to the workplace that affect the parties or any employee bound by the Collective Agreement.

30.02 Technological Change

The Employer and the Union shall be bound by the provisions of the Labour Relations Code, or successor Acts, with respect to the introduction of technological change in the workplace. Either party may raise issues relating to technological change at meetings of the Labour/Management Committee.

Article 31 Contracting Out

31.01 Restriction on Contracting Out

The Employer will not contract out any work regularly performed by members of the bargaining unit.

Article 32 General Conditions

32.01 Proper Accommodation

In keeping with the present situation, proper accommodation if possible shall be provided for employees to have their meals and store and change their clothes.

32.02 Bulletin Board

The Employer shall provide a Bulletin Board which shall be placed so that all employees will have access and upon which, the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Materials other than that relating to the routine business of the Union are to be approved by the Employer prior to posting.

32.03 Maintenance of Work Clothing or Uniforms

It shall be the responsibility of the Employer to clean, launder, and maintain all clothing issued with the exception of "T" or golf shirts. The Employer shall provide fifty cents (50¢) per pay cheque as a laundry allowance for all employees required to wear staff shirts.

32.04 Staff Input Regarding Management Selection

A Committee comprised of two (2) representatives from the Employer and two (2) bargaining unit members shall be constituted for the purpose of discussing key attributes for any excluded/management positions being filled. As well, the Committee will discuss a summary of the shortlisted candidates. It is recognized that the Committee must meet in a timely manner and that the Employer will maintain the privacy of applicants. The final decision for the hiring of any excluded/management staff remains exclusively with the Board of Directors of the Society.

32.05 Staff Meetings

The Employer may call a staff meeting for which all employees, who are called in to work, shall be paid for two (2) regular hours of work, or the length of the meeting, whichever is greater.

Article 33 Notice of Temporary Closure

Temporary closure shall be defined as the total temporary cessation of the operations of any of the following services: The Highland Pub, Higher Grounds, The Ladle or Catering.

Written notice of temporary closures which are known to the Employer as of the previous December 31st shall be provided to the Union by the second Friday of January in each calendar year. The layoff notice provisions in Article 22 will not apply to such closures.

The Union may request to meet with the Employer within five (5) calendar days of receiving the notice if it wishes to discuss the notice given under this Article.

Once finalized, a copy of the notice will be posted on the employee bulletin boards and on the SFSS website. Notice will also be sent to the employee's email list.

Notification and consultation requirements of this provision shall be deemed to satisfy any obligations the Employer has pursuant to Article 30.01 and Section 54 of the Labour Relations Code.

Article 34 Savings Clause

34.01 Continuation of Acquired Rights

All provision of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated. In such an event the portion of this agreement effected shall be re-opened for negotiations. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration.

Article 35 General

35.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine, or feminine is used in the Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

Article 36 Term of Agreement

36.01 Duration

This Agreement shall be binding and remain in effect from date of ratification to April 30th, 2016 and shall continue from year to year thereafter unless amended by the parties.

This agreement shall remain in full force and effect until:

- (a) strike or lockout has commenced; or
- (b) the parties conclude a renewal or revision of this agreement or enter into a new collective agreement.

Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the Collective Agreement.

36.02 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within the one hundred and twenty (120) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party, is required to enter into negotiations for a new agreement. If neither party gives such notice the Collective Agreement shall be deemed open for negotiation April 30, 2016.

APPENDIX A

Cost of Living Allowance

The COLA will be suspended as of the date of ratification of this agreement and for the duration of the Collective Agreement.

An annual COLA to all wage rates will occur based on the latest available StatsCan CPI (Vancouver, all items not seasonally adjusted).

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

Wage Schedule

The Wages of all Permanent and Student Employees employed by the Employer as of the date of ratification will be grandfathered for the duration of this Collective Agreement.

Wage rates for Student Employees hired after ratification of this agreement:

Bartender:	12.05
General Help:	11.52
Server:	11.52
Shift Supervisor:	13.88

Wage rates for Permanent Employees hired after ratification of this agreement:

Administrative Assistant:	19.00
Dishwasher:	12.40
Grill Cook:	14.98
Head Cook:	15.64
Higher Grounds Coordinator	19.00
Kitchen Coordinator:	19.00
Night Shift Coordinator:	19.00
Production Cook:	14.73
Promotions Coordinator:	15.00

Addendum to Agreement

CUPE Local 3338

A 1.0 Permanent Employees Conditions

The parties agree that the following provisions apply to the Permanent Employees in the Food & Beverage Services Division of the Simon Fraser Student Society. Permanent Employees are non-student employees on a part-time and full-time basis that are scheduled to work up to thirty-seven and one half (37 1/2) hours per week.

A 2.0 Seniority

Permanent Employees shall have a seniority date representing their most recent start date with the Simon Fraser Student Society. This start date will be amended in cases where the employee is absent from work due to personal leave, illness or accident, which is non work related, for more than two (2) months. For each one (1) day beyond two (2) months the employee is absent due to the leaves in this Article, the employee's seniority start date shall be adjusted one (1) day forward.

A 3.0 Banking of Overtime

Permanent Employees will be allowed to bank overtime to a total maximum at any one time of thirty-seven and one half (37 1/2) hours. Unused banked overtime will be paid out at the end of each fiscal year (April 30th) unless otherwise mutually agreed to by the Union and the Employer.

A 4.0 Payment of Overtime

Permanent Employees will be paid at time and one half (1x1/2) the regular rate of pay for all hours worked in excess of seven and one-half (7 1/2) hours per day. All time worked in excess of eleven (11) hours per day will be paid at double time (2X).

Time worked in excess of thirty-seven and one half (37 1/2) in a week will be paid at one and one half times (1 1/2 X) the regular rate of pay. Time worked in excess of forty-five (45) hours in a week will be paid at two times (2X) the regular rate of pay.

A 5.0 Vacation

A 5.1 Calendar Year

A calendar year shall mean the twelve (12) month period from January 1 to December 31 inclusive.

A 5.2 Vacation Entitlement

A Permanent Employee will be entitled to time off for the purposes of vacation, prorated for part-time, on the following basis:

During his/her first year of service, an employee shall receive one (1) day of vacation for each month worked to a maximum of ten (10) days.

After one year of service 2 weeks

After five years of service 3 weeks

A 5.3 Vacation Pay

A Permanent Employee will be entitled to vacation pay as follows:

During the first year of service 4% of gross wages

After five years of service 6% of gross wages

In December of each year, an employee may opt to bank all of his/her vacation pay for the following year. Vacation pay will be accumulated in the bank at the rate it is earned at the time of banking.

Vacation pay, which is accumulated in the bank, shall be used for vacation purposes only. Unused banked vacation will be paid out at the end of each calendar year.

A 5.4 Vacation Requests

When requesting time off for vacation, the employee will provide a written request at least one (1) month prior to the time desired. The Employer will review such requests and, based on seniority, and make a decision within one (1) week of receiving such requests.

At the end of each calendar year an employee may carry over up to two (2) weeks of unused vacation time to the next calendar year. This vacation time may be used at any time within the next calendar year

A 6.0 Bereavement Leave

In the event of death in the family, an employee shall be granted up to three (3) days for scheduled shifts to be missed. Such leave must occur within one (1) week of the funeral date. Family is defined as follows: parent, spouse or partner (including same sex and common-law), brother, sister, in-laws, child, grandchild, grandparent, fiancé, guardian (including former), or any person for whom the employee is required to administer bereavement responsibilities.

A 7.0 Jury Duty and Witness Pay

A Permanent Employee, following one year of employment who is summoned for jury duty or subpoenaed as a witness (but not in his own behalf) for either the Crown or the defense will continue to receive make-up pay for those days and hours of his regular schedule during which he is required to be absent by virtue of such summons or subpoena. The amount of such pay will be that which together with his jury or witness pay, equals what he would have received for his regular hours, had he worked. The maximum payment for any such situation will be five (5) paid days for scheduled shifts missed for this purpose.

A 8.0 Sick Leave

Sick leave is defined as an absence from work because of sickness, disability, quarantine, rehabilitation, accident for which Worker's Compensation is not payable under the Workers' Compensation Act, or medical treatment necessitated by any of the above. Such leave shall be granted with pay in accordance with the following:

Permanent employees shall receive sick leave credits totaling twelve (12) days per calendar year. New permanent employees, in their first year of service, will receive sick leave credits at the rate of one (1) day per month for each full month remaining in that calendar year.

Sick leave credits will be prorated for permanent part-time employee.

Sick leave may not be carried over from one year to the next.

Permanent Employees may utilize sick days to care for their sick child.

Employees may, at the Employer's discretion, be required to substantiate such leave. If a Doctor's note is required, the Employer will pay the cost of such note.

A 9.0 Medical Dental Benefits

All Permanent Employees shall be eligible to participate in the medical, dental, extended health and semi-private hospital care plans upon the completion of any waiting periods imposed by such plans. The Employer shall pay one hundred percent (100%) of the monthly contributions to these plans. An optical plan is to be implemented to provide employees with a maximum benefit of five hundred dollars (\$500.00) every two (2) years.

Minimum coverage for dental Plan A one hundred percent (100%), Plan B eighty percent (80%), Plan C fifty percent (50%)

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

A 10.0 Registered Retirement Savings Plan in Lieu of Pension

Beginning May 1, 2009:

The Employer shall match any contributions made by a Permanent Employee to a registered retirement savings plan to a maximum of \$40.00 per pay period, subject to the following provisions:

- a) the employee shall submit, upon request documentation certifying his/her participation in the plan.

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.

A 11.0 All Articles Apply

It is understood that all Articles and Appendices of this Collective Agreement apply to Permanent Employees. In the case of disagreement between the Addendum and other Articles of the Collective Agreement, the Addendum shall supersede.

IN WITNESS WHEREOF the parties have affixed their signatures hereto on this

day _____ of _____, 2014

Signed on behalf of the Union

Signed on behalf of the Employer

John Bannister

Lindsie Thomson

Rachel Champagne

Chardaye Bueckert

Colton Milliard

Darwin Binesh

Sophie Gray

Colleen Knox

Jan Gunn

John Flipse

Letter of Agreement
between
The Simon Fraser Student Society
and
CUPE Local 3338 – Unit 3

The parties agree to the following concerning Article 16.04 (c) and 18.01:

- 16.04 (c) applies to student employees only Article 16.04 (c) has changed to “indicate he or she is not available for work, as set out in Article 18.01, for three (3) consecutive semester availability deadline dates”.
- This means that if a student provides three consecutive notices of availability indicating no availability, their employment will end and seniority lost.
- 18.01 means that if a student fails to provide a notice of availability for two (2) consecutive semester deadline dates, then their employment will end. This means seniority is also lost.

Signed on behalf of the Union

Signed on behalf of the Employer

John Bannister

Lindsie Thomson

Dated this _____ Day of _____, 2014

Memorandum of Understanding

between

Simon Fraser Student Society

and

CUPE 3338 – Unit 3

The Employer is currently considering instituting uniforms for certain staff. The Employer will strike a working group including the two (2) most senior willing employees who work in the Highland Pub and one (1) senior employee from any other work area in which the Employer is considering requiring employees to wear uniforms. The purpose of the working group is to provide input to the Employer concerning uniforms. The Employer will take the input of the working group into account in making its decision.

The Employer will also consider any costs to Employees associated with uniform selection and maintenance.

Signed on behalf of the Union

Signed on behalf of the Employer

John Bannister

Lindsie Thomson

Dated this ____ Day of _____, 2014