COLLECTIVE AGREEMENT

between

THE GRADUATE STUDENT SOCIETY AT SIMON FRASER UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 3338

September 1, 2012 - August 31, 2015
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Article 1: General Purpose

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

Article 2: Recognition

2.01 The Employer recognizes Local 3338 of the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all of its employees and hereby agrees to negotiate with the Union, and any of its authorized committees, concerning all matters affecting the relationship between the Parties.

2.02 This Collective Agreement is fully applicable to all Part-time and/or Replacement, and/or Student and/or Temporary Employees unless otherwise specified.

2.03 In the event there is a conflict between the requirements of this Collective Agreement and those of regulations not provided for in the Bylaws of the Graduate Student Society, the requirements of the Collective Agreement shall prevail.

Article 3: Definition of Employer

3.01 Employer: The Graduate Student Society at Simon Fraser University, as represented by the Graduate Council of the GSS or its designate.

3.02 Under normal circumstances, the Executive Director shall be designated as Staff Liaison Officer, but the Board of Directors may, from time to time, appoint a member of the Graduate Council to act as Staff Liaison Officer for particular matters.

Article 4: Definition of Employees

4.01 Employee: The term "employee" shall include all persons hired by the Employer according to the provisions of Article 36. For the purpose of this Agreement, the "Union" comprises all such employees.

4.02 Classifications of Employees: There shall be seven (7) general classifications of employees:
   a. Permanent
   b. Replacement
   c. Student
   d. Temporary
   e. Emergency Relief
   f. Term
   g. Replacement Student Employee
4.03 Permanent Employees: This classification shall include all persons who are employed on a continuous and/or permanent basis.

a. Permanent Employees: This category shall include all Permanent Employees holding positions designated as "full-time" in Article 35.

b. Permanent Part Time Employees: This category shall include all Permanent Employees holding positions designated as "part-time" in Article 35.

4.04 Replacement Employees: This classification shall include all employees who have been hired to replace any Permanent Employee who is on vacation or approved leave. Replacement Employees shall take on the responsibilities as per the job description of the replaced employee and shall receive the wage and benefits of a Permanent Employee, unless stated otherwise, and shall be entitled to all rights and privileges of a Permanent Employee as per this agreement, unless stated otherwise.

4.05 Student Employees: This classification shall include all employees who have been hired to carry out work for which long term continuity is not essential. Hours shall be offered to all employees within this classification equally where possible. Unscheduled hours shall be offered to Student Employees based on seniority and ability.

a. Term of Employment: The term of employment shall be three (3) semesters, commencing with each employee's date of hiring.

b. Conditions of Employment: All Student Employees are required to be registered at Simon Fraser University and must provide proof of such registration at the beginning of each semester to the Staff Liaison Officer.

c. Limit on Employment: Subject to Section 4.05 (b) above, there shall not be a three (3) semester limit on employment.

d. Graduation Allowance: Notwithstanding Section 4.05 (b) above, Student Employees shall be permitted to continue employment for one (1) semester after graduating from Simon Fraser University as a transition period if they have been employed by the Society for one (1) year or more.

4.06 Temporary Employees: This classification shall include all employees who have been hired to provide assistance for a particular project. They shall include:

a. Externally Funded Employees: This category shall include all employees who are hired as a result of government or other agency funding.

b. Project Employees: This category shall include all employees who are hired for a determined period with established hours.

4.07 Emergency Relief Employees: This classification refers to employees hired pursuant to Article 36.

4.08 Term Employees: This classification shall include all employees who are hired for a specified term to provide assistance to a department or area.
Replacement Student Employee: This classification shall include all employees who have been hired to replace any Student Employee who is on vacation or approved leave. Replacement Student Employees shall take on the responsibilities as per the job description of the replaced employee and shall receive the wage and benefits of a Student Employee unless stated otherwise in the Collective Agreement. Upon the successful completion of the replacement term, Replacement Student Employees shall be placed on the Student/Term Employee recall list in accordance with Article 38.04.

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

Article 5: Management Rights; Union Participation

5.01
a. The management and direction of the working force is vested exclusively with the Employer except as otherwise provided in this agreement. The Employer agrees to exercise its management rights in accordance with the provisions of this Collective Agreement.

b. All rights, benefits and working conditions that employees currently enjoy, as employees, shall continue to be enjoyed insofar as they are consistent with this Collective Agreement. The Employer may discontinue such rights, benefits and working conditions not described in this Agreement upon discussion with the Union and reasonable written notice.

5.02 Staff Representation and Consultation

a. Consultation: For the purposes of this subsection, consultation shall be defined as discussion and an opportunity for response. The Employer agrees to meaningful consultation with the employees through their elected representative regarding the development of rules and policies that substantially affect the conditions of employment of employees or employees' day to day performance of assigned duties.

b. Participation: The Employer and Union agree to the principle of Union participation in discussions and input regarding decisions that substantially affect the conditions of employment of employees or employees' day to day performance of assigned duties. Therefore, the employees shall elect a Staff Representative to the Council who shall be entitled to attend and participate in all meetings of the Council and General meetings. The Staff Representative shall not be a voting member of the Council. Employees shall, in accordance with job descriptions and the relevant policies of the Employer, be entitled to participate in meetings of the Employer or to which the Employer sends representatives.

c. The Employer agrees that meetings of the Employer (including committee, working group, General, and Council meetings), with the exception of those dealing with employee discipline, discharge, and other matters deemed to be of confidential nature, or any meetings which are determined to be in camera, shall be open to employees normally scheduled to attend such meetings. Employees not normally scheduled to attend such meetings may attend with the permission of or at the direction of the Employer. All employees who attend such meetings shall have voice but not vote unless otherwise stated by policy.
d. Employees shall receive pay for attendance at meetings of the Employer's Graduate Council or its committees and their subcommittees where they are normally scheduled to attend such meetings or where they are attending such meetings at the direction of, or with the express permissions of the Employer. Such paid time at meetings shall be part of Employees' normal work schedules.

e. Where an in camera session of the Council is being convened to specifically address a matter of disciplinary action against an employee, the Shop Steward, or a Union representative, alone shall have the right to address the session regarding the matter of discipline of the employee and answer questions on the matter. The Executive Director shall inform the Shop Steward of the appropriate meeting time and location. Following the Shop Steward's presentation and responses to questions on the matter, the Shop Steward shall leave the session of the Council. Under no circumstances shall the Shop Steward be present for the discussion, debate, or vote on the matter.

5.03 Job Descriptions

a. The Employer and Union agree to respect existing job descriptions of all employees, including Permanent Employees (pursuant to Article 36.01). The Employer may reasonably change existing job descriptions subject to operational requirements. Proposed changes to job descriptions shall be dealt with in a Working Conditions meeting (pursuant to Article 5.04).

b. No employee shall suffer a loss of wages or hours as a result of changes to job descriptions.

5.04 Working Conditions

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

b. Purpose: The purpose of the Working Conditions Committee shall be to maintain communication and to promote cooperation between employees and the Employer.

c. This Committee shall meet at the call of either Party.

d. Meeting: Meeting of this Committee shall be held during normal working hours with no loss of pay or benefits to the employee(s) concerned.

e. Unresolved Disputes: Disputes not resolved by the Working Conditions Committee may be referred to Step 2 of the Grievance Procedure as set out in Article 42.

5.05 Reports of the Employer

a. Copies of any written reports or recommendations made or about to be made to the Council dealing with matters which may affect the conditions of the employment of employees or employees' day to day performance of assigned duties shall be made available to the Union by the Employer.
b. The Shop Steward, or Union representative, may attend any presentation of any oral reports or recommendations to the Council dealing with matters which directly affect the conditions of employment of employees or employees' day to day performance of assigned duties.

5.06 Both Parties recognize the cooperative nature of the workplace and agree that employees may, by mutual agreement of the employees concerned and the Employer, share specific duties or tasks.

5.07 An Employee who is a voting member of an Employer committee shall enjoy the same right as any other member of the committee. If the position is non-voting s/he shall enjoy the same rights as any other member of the committee, except that s/he shall not have the right to vote, move motions or participate in discussions of the matters concerning employee discipline, discharge, and other matters determined to be of a confidential nature that are determined to be in camera.

Article 6: No Discrimination

6.01 Human Rights: The Employer and the Union agree that there will be no discrimination against an employee, prospective employee or employee representative by reason of age, race, creed, colour, national origin, political or religious views, sex or sexual orientation, gender or perceived gender, transgender, marital status, appearance, or whether s/he has children.

6.02 Personal Rights: The Employer and its representatives agree that the rules, regulations, and requirements of the workplace shall be limited to matters pertaining to the work required of each employee. In addition, the Employer or individual board members shall not harass or belittle employees. Employees will not be asked or required to do personal work for representatives of the Employer.

6.03 Sexual Harassment:

a. Definition: Sexual harassment shall be defined as any sexually oriented behavior of a deliberate or negligent nature that adversely affects the working environment. It includes but is not limited to:

i) sexual solicitation or advance of a repeated, persistent or abusive nature made by a person who knows or ought to know that such solicitation or advance is unwanted;

ii) implied or expressed promise of reward for complying with a sexually-oriented request;

iii) reprisal in the form of either actual reprisal, or the denial of opportunity, or implied or expressed threat of actual reprisal or denial of opportunity for a refusal to comply with a sexually-oriented request;

iv) sexually-oriented remarks or behavior on the part of a person who knows or ought to know that such remarks or behavior may create a negative psychological or emotional environment for work or study.
b. Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances and filed at Step 3 of the grievance procedure. If unresolved at Step 3 the grievance shall, within the time frames as set out in this step, proceed to arbitration in an expedited manner. A single arbitrator shall hear the matter. See Appendix 1 for a list of mutually-agreed arbitrators.

c. No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.

d. The Employer recognizes its responsibility to maintain a discrimination free workplace.

6.04 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.

6.05 Personal Opinions: No employee shall be disciplined for voicing personal opinions on GSS policy or business in the performance of their duties and responsibilities.

Article 7: Duty to Accommodate

7.01 The Employer and the Union recognize that from time to time individual employees may have special needs that require special accommodation within the workplace. Both Parties acknowledge that this duty to accommodate applies equally to the Union and the Employer and that such duty may extend beyond the bargaining unit. The Employer and the Union thereby commit themselves to finding cooperative solutions to workplace and/or contractual barriers to workers with special needs requiring accommodation, such as defined under the Human Rights Code, or given other permanent or temporary situations, including (but not limited to) pregnancy, permanent or temporary disability, permanent or temporary medical needs.

Article 8: Employee Information & Confidentiality

8.01 Employee Information

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

a. An employee shall have access to all books and records pertaining to his/her employment within twenty-four (24) hours' notice, excluding weekends and holidays, to the Employer or as otherwise mutually agreed. The Employer may add written comments to these records. The employee shall be informed within two (2) working days of any addition to these records, and s/he shall have the right to include his/her written reply to these as a permanent part of the file. All communication in this file must be signed by the originator.
b. Limited Access: Access to an employee’s confidential records shall be limited to the Staff Liaison Officer, the employee, and the Shop Steward. Others may be granted access to the records only by mutual agreement of the Employer and the Union.

c. Confidential Information Reporting: The Employer shall not give any confidential information about an employee to anyone without the permission of the employee concerned. The Employer shall restrict the transfer of all information related to the matter to seated members of the Council. If discussion is necessary in a meeting of the 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 remain confidential.

d. The Union shall restrict the transfer of all information related to the matter to members of the Local. If consultation or legal advice is desired, a lawyer and/or representatives of the Canadian Union of Public Employees may be approached. It is understood that the Union will impress upon such Union representatives that the matter remain confidential.

Article 9: Union Security

9.01 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.

9.02 New Employees: As a condition of employment, employees who are hired after the date of signing this Agreement shall become Union members.

9.03 Notification of the Employer: The Employer shall provide the Union with all necessary information relating to the following matters for all employees of the Society on a current basis:

   a. A list of employees, showing their names, addresses and employment status and ranked according to seniority.

   b. The Employer shall notify the Union, in writing within five (5) working days of all job postings, hiring, transfers or resignations.

   c. The Employer shall notify the Union in writing within one (1) working day when any employee has been laid off, discharged, suspended, or given a written warning.

9.04 Conflict of interest: Any employee who is elected to the Graduate Council or as an Officer of the Society must terminate their employment with the Society on or before commencing the term of office of the position to which they were elected. Any elected member of the Graduate Council, Executive Committee, or Officer of the Society must resign from his/her elected position on the Graduate Council or as an Officer of the Society, respectively, at the time of or before commencing their employment with the Society.
9.05 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 10: Check Off

10.01 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.

10.02 Deduction of Dues: Dues shall be deducted from each paycheque in accordance with the Local Union bylaws. Dues shall be forwarded to the Secretary/Treasurer of the Local Union not later than the fifteenth (15th) day of that month, accompanied by a list of the names, addresses, email addresses, classifications of all employees, and gross monthly income from whose wages the deductions have been made. The Employer shall pay the Union interest at the rate of two percent (2%) per month or fraction of a month for any delay under the control and responsibility of the Employer in remitting the sums listed in this Article within the time period as specified in this Article.

10.03 Dues Receipt: At the same time as Income Tax (T4) slips are made available, the Employer shall indicate the amount of Union dues paid by each employee in the previous year.

10.04 Notification: The Union agrees that it will advise the Employer of all present assessments and dues required by the Union and of any changes that from time to time may arise in connection with such dues and/or assessments.

Article 11: Union Activity

11.01 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.

11.02 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 six (6) 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 twenty (20) 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 representative’s 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 Section 11.03 (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 42.

11.03 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 ninety (90) calendar days prior to Election day so that the employee may be a candidate in Federal, Provincial, or Municipal elections.

b. An employee who is elected to public office shall be allowed leave of absence during his/her term of office for a period of up to two (2) years. The employee so elected shall give one (1) month's notice. Seniority shall remain at its achieved level. The employee shall be allowed to continue with all of the benefit plans of this Agreement, and s/he shall pay the full premium of these plans. Further leave shall be granted by mutual consent. An employee returning from such leave shall be entitled to return to work.

c. An employee who is elected or selected for a full-time position with the Union, or 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 selected 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 s/he or the Union shall pay the full premiums of these plans. An employee returning from such leave shall be entitled to return to work.

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

11.04 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.
Article 12: Stewards & Other Union Representatives

12.01 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.

12.02 Meeting the Employer

a. When the Staff Liaison Officer wishes to discuss dissatisfaction with the work of an employee, the employee shall be accompanied by a Steward or Union representative.

b. When an employee wishes to discuss dissatisfaction with the work or performance of a representative of the Employer, e.g. Council members, the employee shall inform the Steward for the attention of the Staff Liaison Officer.

c. Attendance by the Shop Steward, or Union representative, at meetings of the Council concerning employee discipline shall be in accordance with Section 5.02(e).

12.03 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.

12.04 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.

12.05 Times scheduled for negotiations by mutual consent that take place after 5:30 PM shall be without pay.

12.06 The Employer shall budget for coverage in the Shop Steward's budget area. The Employer shall allow reasonable time off for the Shop Steward duties.

Article 13: Union Meetings

The Employer and the Union agree that the employees shall be allowed a two (2) hour lunch from 12:30 PM to 2:30 PM on the second Wednesday of each month for a Union meeting with no loss of pay to the employees. The time and day for this meeting may be rescheduled by mutual agreement between the Shop Steward or Union representative and the Staff Liaison Officer.

Article 14: Union Label

14.01 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.
The recognized Union label shall include the designation "CUPE" at the employees' option. This designation shall be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials of the employee on typewritten correspondence of the Employer and it shall appear on all matter printed by a member of the Union.

Other locations and uses of the Union label shall be by mutual consent of the Parties.

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.

Employees shall be entitled to wear Union pins or emblems and/or Steward badges while they are working.

Article 15: Union Information

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 Executive Committee with an up-to-date copy of the Collective Agreement, printed upon request, within ten (10) days of the commencement of his/her term of office. The Staff Liaison Officer shall provide all employees as of the signing of this Agreement with an up-to-date copy of the Agreement within a reasonable period of time after this Agreement has been signed by the Parties. The cost of preparing and producing a sufficient number of copies of the Agreement shall be borne by the Employer.

One Hour Explanation: The Employer agrees that a member of the Union's local executive or the Shop Steward shall be given an opportunity during regular working hours to interview each new employee within the first month of his/her employment for the purpose of acquainting the employee with the benefits and obligations of Union membership and his/her responsibilities and obligations to the Employer and the Union.

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 16: Bulletin Board

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 17: Legal Picket Lines

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.
17.02 Where an employee who is not reporting for work as the result of an established legal picket line, s/he shall be deemed to have applied for and been granted an unpaid leave of absence for the time involved.

17.03 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.

17.04 Working Conditions Meeting:

a. In the event that the Employer and/or the Union receives notification:

i. that a trade union has established a legal picket line at any entrance of any campus of Simon Fraser University, or on such a campus or

ii. that an employer has served a lock-out notice or a trade union has served a strike notice that 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 GSS.

b. This meeting shall be convened within one (1) working day of receiving such notification. The provisions of Section 5.04(d) shall not apply.

17.05 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 agrees that it will make every reasonable effort to avoid situations requiring the staff to perform work for members of the Student Society that would be in direct support of or opposition to either Party of a labour/management dispute at the University.

17.06 Political Action: No employee shall be disciplined for participation in noncriminal 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 18: Staff Meetings

18.01 Staff Meetings: There shall be a one (1) hour monthly staff meeting called for and chaired by the Staff Liaison Officer for the purpose of discussing projects, plans, and coming events of the Graduate Student Society and the role and workload of the staff in relation to these. This meeting shall be with pay for the attending employees. A minimum of one (1) Student Employee shift shall be scheduled during staff meetings to enable one (1) Student Employee to attend staff meetings as paid time.

18.02 Staff Workshop: The Employer will authorize Permanent and Replacement Employees to take one (1) day per year as a staff workshop, as paid time.
18.03 Student Employee Staff Meetings: There shall be a minimum of one (1) Student Employee staff meeting per semester. Additional meetings may be called as needed with the mutual agreement between the Union and the Employer. The Staff Liaison Officer shall attend to discuss workplace issues such as staff levels, scheduling, ongoing use of student employees, and other concerns.

Subject to their availability, all Student Employees shall be scheduled for two (2) hours of paid work time to attend such meetings.

18.04 Orientation: The Union shall have the right to participate in the training of any new Executive Committee member about the Union and the Collective Agreement.

Article 19: Health, Safety, Environment & Limited Indemnification

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

19.01 Health and Safety:

a. Access to the Workplace: Union staff or Union Health & Safety advisors or consultants shall be provided access to the workplace, if required, for inspecting, investigating or monitoring the workplace, at the request of the Union. The Union and the Employer agrees to advise the other of any real or potential health or safety problems it is investigating. It is understood that the Employer can exercise the same right of access to Health & Safety advisors and/or consultants.

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 at Step 2 as per Article 42. If unresolved at Step 3, the grievance shall within the time frames set out in this step proceed to arbitration. A single arbitrator shall hear this matter.

19.02 Pay & Time Off Provisions:

a. Health & Safety Training and Duties: Employees shall not be unreasonably denied Educational Leave to attend seminars, workshops, and/or training sessions sponsored by the Union or a government agency or department for instruction and/or upgrading on health and safety matters and shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

19.03 Proper Training: Any employee required to work on a job and/or operate any piece of equipment shall receive proper training and instruction at the expense of the Employer to ensure health and safety of the employee and/or the safe operation of the equipment. The Employer may grant, upon written request of an employee, Health & Safety Leave for training and instruction, not available by on-the-job training, to further ensure the health and safety of the employee and the safe operation of equipment. Such leave shall not be unreasonably withheld. Such training and instruction shall take place within a reasonable period of time without reduction of hours of work or rates of pay.
19.04 Rights of Employees

a. Right to Refuse and No Disciplinary Action: No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where s/he has grounds to believe that it would be physically unsafe or unhealthy to do so where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations, or where such work would result in the pollution of the environment. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job or operate a piece of equipment where another worker has refused until the matter has been investigated by the Employer and the Union and the matter has been satisfactorily resolved.

b. Injury Pay Provisions: An employee who is injured in the execution of his/her duties and is required to leave for treatment or is sent home as a result of injury shall receive payment for the remainder of his/her work day at his/her regular rate of pay without reduction of sick leave. Upon return to work, an employee shall receive his/her regular pay and benefits for time spent for further medical treatment of the injury, during regularly scheduled working hours, subsequent to the day of the accident.

Compensatable Injury: An employee who has incurred a compensatable injury shall have pay and benefits maintained until the Workers' Compensation Board benefits come into effect.

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

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

d. Rights of Employees:

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

i. Employees shall have the right to refuse involvement in any activity that may be criminal and shall not be subject to disciplinary action as a result of such refusal.

ii. Where an employee is charged with a criminal offense resulting from the proper performance of his/her duties and/or is incarcerated for actions sanctioned by the Staff Liaison Officer on behalf of the Council or the decision of the Labour Committee, s/he shall be entitled to a leave of absence with full pay and benefits without loss of seniority for court appearances and/or the period of incarceration.

iii. The employee shall be entitled to be reimbursed for reasonable legal costs should they meet the above conditions.
19.05 Responsibilities of the Employer:

a. Safety & Health Records, Reports and Data: The Employer shall provide the Union with copies of all accident reports and other health and safety records in the possession of the Employer.

b. Protective Equipment: The Employer agrees, where the nature of the work or working conditions so require, to supply the employee(s) at the Employer's expense with all necessary tools, protective clothing, safety equipment and other protective devices, which shall be maintained and replaced, where necessary, at the Employer's expense.

c. First Aid Equipment: The Employer shall provide and/or maintain such first aid equipment as required by the Workers' Compensation Board. The location of such equipment shall be made known to each employee. Wherever practical, first aid equipment shall be located and marked so as to be visible to the general public.

19.06 Workers' Compensation and Liability Insurance: The Employer shall provide and/or maintain Workers' Compensation and liability insurance, and the Employer shall comply with all applicable federal, provincial and municipal health and safety regulations and legislation.

a. An employee who is prevented from performing his/her regular work with the Employer on account of an occupational accident or illness that is covered by Workers' Compensation shall receive from the Employer the difference, if any, between the amount received from the Workers' Compensation Board and his/her regular rate of pay. Pending the acceptance of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement. In order to receive this 'top-up', the employee shall assign his/her Compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's Income Tax (T4) form.

b. An employee receiving payment for compensatable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this Agreement. While on Workers' Compensation, the Employer shall continue to pay all premiums for the employee for all benefit plans including the savings plan.

c. If the laws and regulations pertaining to taxation of benefits under this Article change, this Article may be reopened upon request of either Party.

d. When an employee receiving Workers' Compensation Board benefits is medically and emotionally fit to return to work, a meeting of the Working Conditions Committee shall be held to determine appropriate duties and hours. No agreement shall be made that jeopardizes benefits payable, or the health of the employee.

e. An employee who is no longer deemed to have a compensatable injury shall be placed in his/her former or equivalent position.
19.07 Health & Safety Grievances: Nothing in this Article shall preclude an employee, group of employees or the Union from filing an individual or group grievance under this Agreement for violation of this Article. Where the grievance involves a question of the general application or interpretation of this Article, the grievance procedure may begin at Step 2 for Union and Policy Grievances.

19.08 Computer Safety: The Employer and the Union acknowledge a desire to maintain a high level of standards and agree that both Parties may establish higher standards than those referred to in this Article. The term 'computer systems' refers to hardware, software, related peripherals, furniture, and equipment used in any process involving computers.

a. Introduction of computer systems: No computer system, or individual units or components thereof, or any change in their function and operations will be introduced without prior negotiation and agreement with the Union.

b. Standards: The Parties agree to be guided by the standards contained in SFU policy GP-13, December 2006 revision, which can be reasonably applied to the work situation at the Society.

c. Eye Examinations: An employee who normally works with a display terminal shall have an eye examination upon employment and yearly thereafter, paid for by the Employer, if not already provided for by the Employee's Medical Plan provided by the Society. The Employer agrees to pay for corrective actions when, in the opinion of the doctor(s), such actions are necessary to correct or prevent damage caused in full or in part by the employee's use, at work, of a display terminal. Requests will be made to the Staff Liaison Officer.

d. 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 events that may lead to legal action against it or when s/he first becomes aware that there is a possibility of such action arising.

19.09 Limited Indemnification:

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

b. Criminal Actions: The Employer will not direct nor expect any employee to participate in any criminal activity as part of their employment. Where an employee is charged with a criminal offense resulting directly from the proper performance of her/his duties and subsequently found not-guilty, the employee shall be reimbursed for reasonable legal costs. Employees shall have the right to refuse involvement in any activity that may be criminal and shall not be subject to disciplinary action as a result of such refusal.
c. Legal Services: At the option of the Employer, the Employer may provide for reasonable legal services in the defense of any legal proceedings involving the employee as a result of the proper performance of her/his duties (as long 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 her/him or when s/he first becomes aware that there is a possibility of such action arising.

Article 20: Technological and other Changes

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

Change for the purposes of this Article shall mean a change to technology, measure, policy or practice of the Employer or other changes that may result in displacement as defined below.

20.01 Definition of Displacement: Any employee shall be considered displaced by change when her/his services shall no longer be required in substantially the same capacity or for the same number of hours as a result of a change pursuant to this Article.

20.02 Notice: Before implementing such changes, the Employer will provide the Union with a minimum of sixty (60) calendar days' notice of any 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.

f. Prior to the introduction of 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.

20.03 In the event that an employee is displaced by change the following measures shall be taken:

a. An employee who is rendered redundant or displaced from her/his job as a result of change shall have the opportunity to transfer into any existing vacant position in accordance with Article 38.
b. Where 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 sixty (60) days, including at least thirty-five (35) days worked by the employee, 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 change or employees on layoff have been notified of the proposed change and are allowed a reasonable training period (as defined in 20.03 b) to acquire the necessary knowledge and skills to retain their employment.

d. Complaints regarding the introduction of 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 Section 20.02. In cases where the matter of a change is referred by either party to expedited Arbitration within the notice period as described above, such change(s) shall not be implemented prior to the decision of the arbitrator in the case.

e. The training period may be extended by mutual agreement.

Article 21: Transportation and Parking

21.01 Transportation:

a. Work After 9:00 PM: When an employee is required to work after 9 PM, the Employer is required to pay for a taxi fare for the employee.

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

c. Automobile Allowance: Any employee required to use their own vehicle on the Employer’s business shall be consistent with the Canada Revenue Agency’s Automobile Allowance.

d. Business Insurance: Where the use of an employee's vehicle for the Employer's business requires the vehicle to be insured for business use, the Employer shall pay the difference in the insurance premiums.

21.02 Employee Benefit: Transportation

In recognition of the Employer’s commitment to sustainability and protection of the environment, every effort will be made to encourage employees to use modes of public transportation whenever possible. To that end, Permanent Employees are eligible to receive, as a taxable benefit, determined on a semesterly basis, typically provided as part of the first pay cheque of each month, either:

a) A refund for Translink bus pass (one- or two-zone depending on place of residence in comparison to the GSS offices) upon proof of purchase being submitted to the Staff Liaison Officer; or
Article 22: Staff Room

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

Article 23: Office Holidays

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

23.02 Recognized 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
   - Thanksgiving Day
   - Remembrance Day
   - December 24
   - Christmas Day
   - Boxing Day
   - December 27 through 31

b. The Employer agrees to recognize any additional holidays declared by the Government of Canada or the Government of British Columbia or designated by the University or the GSS.

c. Student Employees shall receive pay in lieu of statutory holidays in the amount of four-point-two percent (4.2%) of gross wages to be calculated and paid out each pay period.

23.03 Other Holidays:

a. For each other holiday, 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 of the above holidays.

c. When any of these Office Holidays falls on a Permanent Employee's scheduled day off, s/he has the option to receive holiday pay or to take equivalent paid time off. Time off must be taken within thirty (30) working days of the Office Holiday. The employee may determine when to take the time off, subject to the approval of the Staff Liaison Officer. Such approval shall not be unreasonably withheld.

23.04 Work on Office Holidays:

a. The Working Conditions Committee may require that an area maintain operations during an Office Holiday. The Union will make every effort to provide adequate staffing.

b. An employee who agrees to work on an Office Holiday may choose:

i. pay at double time and one (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 the Staff Liaison Officer. Such approval shall not be unreasonably withheld.

23.05 Official University Closure: Should the University, or an area of the University, be officially closed due to environmental conditions, utility disruptions, Acts of God, or other reasons beyond the control of the Employer, each normal work day during such a closure shall be an Office Holiday.

Article 24: Vacations

24.01 Vacation Pay for Student and Temporary Employees: In lieu of a vacation entitlement, Student and Temporary Employees shall receive, with each paycheque, the following vacation pay:

a. For Student and Temporary Employees with less than five (5) consecutive years of service: vacation pay equal to four percent (4%) of their gross earnings.

b. After five (5) consecutive years of service: vacation pay equal to six percent (6%) of their gross earnings.

24.02 The remainder of this Article shall refer to Permanent and Replacement employees.

24.03 Calendar Year: The calendar year shall mean the twelve (12) month period from January 1 to December 31 inclusive.
24.04 Permanent Employee Vacation Entitlement: Permanent Employees shall be entitled to an annual vacation with pay on the following basis:

a. First Calendar Year of Employment:
   
i. During his/her first calendar year of service, Full-time Employee(s) shall receive one-twelfth (1/12) of a yearly three (3) week vacation entitlement for each full month worked, with hours pro-rated for Part-time Employees. The vacation shall be pro-rated to the number of days worked during the month, 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:

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

24.05 Permanent Replacement Employees:

a. First Calendar Year of Employment: During his/her first calendar year of service, a Full-time Replacement Employee shall receive one-twelfth (1/12) of a yearly three (3) week vacation entitlement for each full month worked, with hours pro-rated for Part-time Employees. The vacation shall be pro-rated to the number of days worked during the month, with the right to take days as they are accumulated.

b. A Permanent Replacement Employee shall be entitled to vacation with pay for three (3) weeks per year, pro-rated according to the period for which the employee has been hired.

c. This vacation entitlement may be used at any time during the employee's period of employment. However, s/he must have the Shop Steward forward the request to the Staff Liaison Officer for prior approval.
24.06 Split Vacations: An employee may take holidays in broken periods with the approval of the Staff Liaison Officer. No reasonable request shall be denied.

24.07 Mandatory Vacation: Starting with the second year of employment, an employee must take two (2) weeks vacation time off or one-half (1/2) his/her vacation time owing, whichever is less.

24.08 Termination: If an employee is terminated, or if an employee terminates employment, his/her vacation entitlement shall be pro-rated to the actual time worked in that employment year. If the employee has exceeded this pro-rated allotment, the difference shall be deducted from the final pay cheques prior to termination.

24.09 Notice of Vacation: Employees shall provide the Staff Liaison Officer with employee vacation schedules by April 1, of each year, or normally provide not less than sixty (60) days' notice. Notice should include suggestions regarding provision for covering responsibilities while on vacation. The Staff Liaison Officer must reply to all requests within thirty (30) days.

24.10 Conflict in Vacation Scheduling: Vacations shall be scheduled on the basis of seniority where there is a conflict of scheduling between employees within a specific area of work.

24.11 Pay cheques: An employee may, upon giving five (5) calendar days prior notice, receive on the last working day preceding commencement of their vacation, any cheques which would normally fall due during the period of his/her vacation.

24.12 Compensation for Holidays Falling Within Vacations: An employee shall be granted an additional day’s vacation with pay for any Office Holiday which is observed during his/her vacation.

24.13 Approved Sick Leave During Vacation: Where an employee becomes ill or suffers an accident while on paid vacation, s/he shall be entitled to draw on accumulated sick leave for the duration of the illness or disability without loss of vacation time. Such illness or disability must be certified by a medical practitioner.

24.14 Work During Scheduled Vacation:

a. The Working Conditions Committee or Staff Liaison Officer may request an employee to work during his/her scheduled vacation time.

b. If the employee agrees, then for the work done during the former vacation period, the employee shall be paid at straight time and in addition may choose:

   i. to reschedule the time off; or

   ii. to receive the equivalent in time off pay. If the employee chooses to reschedule, s/he may determine when to take the time off, subject to the approval of the Staff Liaison Officer. Such approval shall not be unreasonably withheld.
c. Requests of the Working Conditions Committee or Staff Liaison Officer under this section shall be limited to a total of two (2) weeks per year per employee.

Article 25: Semester Time Off

25.01 Spring and Summer Semester Time Off: Employee(s) shall be entitled to apply for up to four (4) days of unpaid time off during potentially slower periods between semesters. The application will be approved when feasible within bona fide workplace requirements, with the recognition that members of the Graduate Student Society do not necessarily have semester breaks and that the workplace therefore needs to be fully functioning during these time periods. Scheduling shall be arranged by mutual consent between the Staff Liaison Officer for the Employer and the employee(s) to ensure adequate staffing of the Employer’s operations. Scheduling of this time off shall be on the basis of seniority where there is a conflict of scheduling between employees.

Article 26: Special Leave

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

For the purpose of this Article:

“Immediate family” means: parent, spouse or partner (including same-sex and common law), brother, sister, child, grandchild, grandparent, fiancé, guardians (including former), ward, or any person who lives with an employee as a member of the employee’s family and includes any immediate family member of the employee’s fiancé, spouse or partner. Should the definition of “Immediate family” in the Employment Standards 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.

26.01 Requests:

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

26.02 Personal Days:

a. Permanent Employees shall be entitled to four (4) paid personal days per year, pro-rated for Part-Time Employees. Employees who work fewer than twenty-six (26) hours per week in a normal week shall receive three (3) personal days. Such leave shall be granted by the Staff Liaison Officer upon request and taken at the discretion of the employee.
b. In the event of injury or illness in the family of an employee, Permanent Employees may, upon notification of the Staff Liaison Officer, utilize their available paid sick time as a personal day, to a maximum of three (3) days per year, provided the Staff Liaison Officer is notified of such use. Such use of available paid sick time for such purpose shall be subject to review and approval by the Staff Liaison Officer, and approval for such use shall not be unreasonably denied. The maximum of three (3) days per year may be extended by mutual agreement of the Staff Liaison Officer and the Shop Steward, provided requests for such extension are submitted prior to their desired use.

26.03 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 received remuneration for Court Duty, such remuneration shall be turned over to the Employer.

26.04 Bereavement Leave:

Employees shall provide written notification of Bereavement Leave requests to the Staff Liaison Officer or designate. Such Bereavement Leave shall be considered granted upon request. Requests for additional leave shall be made in writing by email or fax to the Staff Liaison Officer.

a. Permanent Employees are entitled to five (5) consecutive days of paid leave on the death of a member of their “immediate family”, or any person for whom the employee is required to administer bereavement responsibilities.

b. Student and Temporary Employees are entitled to three (3) consecutive days of paid leave on the death of a member of their “immediate family”.

c. Additional bereavement leave without pay may, upon request, be granted by the Staff Liaison Officer.

d. Bereavement Leave will normally be taken at the time of immediate family member’s death.

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 an approved leave or layoff at the time of the bereavement.

26.05 Compassionate Care Leave

a. For the purpose of Compassionate Care Leave, “family member” has the definition as set out above and includes any other individual who is a member of a prescribed class, as per the Employment Standards Act.
b. An employee who requests leave under this Article is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed, after:

   i. the date the certificate is issued; or
   ii. if the leave began before the date the certificate is issued, the date the leave began.

   c. The employee must give the Employer a copy of the certificate as soon as practicable.

   d. A leave under this Article ends on the last day of the week in which the earlier of the following occurs:

      i. the family member dies;
      ii. the expiration of twenty-six (26) weeks or other prescribed period from the date the leave began.

   e. Unless mutually agreed to, a leave taken under this section must be taken in units of one (1) or more weeks.

   f. If an employee takes a leave under this Article and the person to whom the leave applies does not die within the period referred to, the employee may take a further leave after obtaining a new certificate in accordance with this Article and presenting it to the Staff Liaison Officer. This further leave shall be taken in accordance with this Article.

   g. Permanent Employees may use up to five (5) days of their available paid sick leave entitlement per year during Compassionate Care Leave. Such use of available paid sick time for such purpose shall be subject to review and approval by the Staff Liaison Officer, and approval for such use shall not be unreasonably denied. The maximum of five (5) days per year may be extended by mutual agreement of the Staff Liaison Officer and the Shop Steward, provided the request for such extension is submitted prior to its desired use.

26.06 Employment Standards Protection

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 27: Employee Education and Development Leave

27.01 The following shall apply to all educational leave:

a. Whenever the Employer becomes aware of a potential opportunity for educational leave for any member of the bargaining unit, the Employer will make a reasonable effort to inform the member(s) of the bargaining unit through the Shop Steward.

b. All requests for educational leave shall be made in writing and shall be forwarded to the Staff Liaison Officer by the Shop Steward. All such requests shall contain a statement of the anticipated benefits that the employee(s) expect to receive as a result of the leave. The Employer shall not grant a request for educational leave unless the request has been forwarded by the Shop Steward.

c. The Employer and the Union shall determine, through a Working Conditions meeting, whether an educational program is beneficial to both the Employer and the employee. Such programs shall include, but not be limited to:

   i. Health and safety programs;

   ii. The conferences and general meetings of national, regional and provincial student organizations;

   iii. The conferences and general meetings of organizations concerned with the policy, economics, social organization, or practice of education;

   iv. Courses, conferences, and meetings relevant to the Student Society and its services.

d. If a request for educational leave is not approved, the Staff Liaison Officer shall, within forty-eight (48) hours of this decision, forward a written statement of the reason(s) that the leave is being withheld to the Shop Steward and to the employee(s) requesting the leave.

27.02 Job Development & Training: If an employee attends a course, seminar, or other educational program approved by the Employer:

a. The Employer shall grant leave with pay to attend the course and write examinations.

b. The Employer shall reimburse the employee's tuition fees for the course upon successful completion of the course.

c. The Employer shall authorize the employee to discuss the program or course with other employees and the Executive Committee at meetings scheduled during working hours.

d. Where such programs or courses are related to the performance of job duties at the workplace, the employee will establish a collection of related written or visual materials, as approved by the Employer.
27.03 Personal Development: if a Permanent or Replacement Employee wishes to take, at any accredited institution, a course or courses which is/are not related to his/her work:

a. The Employer shall grant leave without pay for reasonable time to attend the course and write examinations in it. The employee shall have the option to reschedule the time spent in class as paid time when feasible within workplace requirements. These arrangements shall be made by mutual consent between the Staff Liaison Officer for the Employer and the employee(s). In all cases, leave without pay will be limited to a maximum of one (1) week per semester.

b. The Employer shall pay the employee's tuition for the course or courses, to a maximum cost of fifteen hundred dollars ($1500) per fiscal year for any employee who works twenty-six (26) hours per week or more, and up to one thousand dollars ($1000) per fiscal year for any employee who works fewer than twenty-six (26) hours per week. This benefit will be made available to employees who have completed the probationary period, and this benefit will be pro-rated based on the post-probationary period of employment remaining in the fiscal year.

27.04 In order to have his/her leave granted under Section 27.02 or 27.03, the employee must submit a copy of his/her confirmation of enrollment to the Staff Liaison Officer prior to the start of classes.

Article 28: Sick Leave and Extended Sick Leave

28.01 Sick Leave:

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

b. Permanent Employees:

i. Upon commencement of employment, or upon return to work from a leave of absence without pay or extended parental leave, Permanent Employees shall receive sick leave credits totaling fourteen (14) hours for each month of his/her incomplete calendar year of employment, pro-rated for Part-Time Employees.

ii. For each subsequent full calendar year of employment, Permanent Employees shall receive sick leave credits totaling one hundred and sixty eight (168) hours, pro-rated for Part-Time Employees.

iii. In addition, at the end of each calendar year, fifty-percent (50%) of the employee's unused sick leave credits or fifty-percent (50%) of her/his annual allotment, whichever is less, shall be carried forward.

c. Replacement Employees: Upon commencement of employment, each Replacement Employee shall be entitled to sick leave credits equivalent to the annual allotment of the replaced employee, pro-rated according to the period for which the Replacement Employee is hired.
d. Student & Term Employees: Each Student and Term Employee upon commencement of employment shall receive sick leave credits totaling up to twenty-eight (28) hours per semester, prorated according to when the Student or Term Employee is hired. In the semester, pro-rated for the hours worked. (In comparison to full-time hours, e.g. 35 hours per week). Half (1/2) 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.

28.02 Extended Sick Leave:

a. Definition: An employee shall be deemed to have applied for and been granted extended sick leave after s/he has been absent on normal sick leave for ten (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. Return to Work Top-up: A Permanent Employee who has completed her/his probationary period, and is on extended sick leave and eligible for E.I. benefits, shall receive an amount equal to the difference between E.I. benefits received and her/his normal wage. The maximum benefit that an employee may receive is up to forty-five percent (45%) of her/his normal wage, for the period of E.I. benefits, up to a maximum of fifteen (15) weeks.

d. An employee on extended sick leave shall be entitled to deplete their sick leave credits prior to applying for sick leave benefits as provided under the Employment Insurance Act.

28.03 The Employer may require a medical certificate for continuous absences of three (3) days or more, or for absences totalling three (3) or more days within a thirty (30) calendar day period. The Employer shall pay the cost of obtaining the medical certificate.

28.04 Sick Leave Records: Employees shall have access to their sick leave credit records. Upon commencement of employment of a Permanent or Replacement Employee, and immediately after the beginning of each calendar year thereafter, the Employer shall inform the employee, in writing, of the sick leave credits to which s/he is entitled. For Student and Temporary Employees, upon commencement of employment, and immediately after each semester, the Employer shall inform the employee, in writing, of the sick leave credits to which s/he is entitled.

28.05 Dental and Medical Appointments: Each Permanent Full-Time Employee shall be entitled to twenty (20) hours paid leave per year for the purpose of attending her/his own medical and dental appointments, including appointments with health practitioners. Permanent Part-Time and Replacement Employees shall receive a pro-rated entitlement. Unused time may not be carried forward to the following year. Additional considerations may be provided as per Article 7 (Duty to Accommodate).
28.06 No Loss or Severance: No employee shall be severed or lose benefits because of illness. Seniority and vacation entitlements shall continue to accrue during sick leave or extended sick leave. Medical and dental plans, savings plan entitlements and childcare benefits will be maintained.

Article 29: Parental and Extended Parental Leaves

29.01 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”).

b. Paid Pregnancy and Parental Leave and Benefits:

i. Permanent and Replacement Employees who are eligible to receive Employment Insurance (EI) benefits related to pregnancy and/or parental leave will, upon return to work at the end of their leave, be paid a return to work bonus equal to the difference between the EI benefits received during the leave and their regular wages for the period of time they received EI benefits.

ii. Permanent and Replacement Employees who are ineligible to receive benefits related to Pregnancy and/or Parental leave because of changes to their recent work schedule outside of their control and who have worked for the Employer in this position or another Permanent and/or Replacement position for more than one (1) year at the time that the leave begins shall be paid an amount equal to the amount they would have received from EI had they been eligible to receive EI benefits for their leave. No additional return to work bonus will be provided to these employees.

iii In any other case, Permanent and Replacement Employees who do not qualify for EI shall be entitled to four (4) weeks leave with pay.

iv. No employee shall be severed or lose benefits because of taking Pregnancy and/or Parental leave. Seniority, vacation entitlements and sick leave credits shall continue to accrue. Medical and dental plans, RRSP contribution plan entitlements

29.02 Extended Parental Leave: and childcare benefits will be maintained.

a. Upon written request approved by the Staff Liaison Officer, or her/his designate, an employee on Parental leave shall be granted up to twelve (12) months extended leave. Extended Parental leave must begin immediately following the employee’s initial Pregnancy and/or Parental leave. Such leave shall be without pay.

b. Medical and dental plans and RRSP contribution plan entitlements will be maintained. Seniority shall continue to accrue. However, sick leave credits and vacation entitlements shall not continue to accrue.
c. Upon return to work, s/he shall receive any back-to-work bonus s/he has earned under Section 29.01 c and shall be reinstated in his/her former position, or an equivalent position, with the sick leave credits and vacation entitlements s/he has earned prior to the leave.

29.03 Return to Work Accommodations:

a. At the end of the Permanent or Replacement Employee’s Pregnancy and/or Parental Leave, the employee shall be returned to their former position. Employees shall have the option of requesting temporarily reduced hours. Such requests will not be unreasonably denied.

Article 30: Leave of Absence Without Pay

30.01 Any employee may apply for and receive a leave of absence without pay for personal reasons other than illness. S/he must give at least one (1) 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.

30.02 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.

30.03 Student Employees:

a. Student Employees shall receive one (1) leave of absence without pay for up to one (1) semester per one-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 apply for additional leave as per Section 30.01.

b. Sixth and subsequent leaves may be granted at the discretion of the Employer on the basis of one or more of the following criteria:

i. Academic requirements;

ii. Personal or family emergencies;

iii. Illness or accident related conditions;

iv. Extenuating circumstances not listed above which are mutually agreed.

30.04 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 31: 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 32: Childcare Benefits

32.01 Childcare Costs: After the employee has completed the probationary period, the Employer shall pay seventy-five percent (75%) of all Permanent Full-Time Employees' childcare costs up to a maximum of five hundred dollars ($500) per month. Permanent Part-time Employees shall receive an equivalent allowance on a pro-rated basis after the employee has completed the probationary period. Parents of the child in care, as well as hired child care workers, shall be considered as workers eligible for such payments.

32.02 Permanent Employees who have children enrolled in cooperative daycare centres that require parental involvement that coincides with regular working hours shall be allowed up to one half (1/2) day off with pay per month for duty shifts.

32.03 Substitute Care: The Employer shall reimburse an amount of up to fifteen dollars ($15.00) an hour for an employee who is a parent who incurs a cost for substitute care when required to work outside of his/her regular work day as defined in Article 43.

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

Article 33: Medical and Dental Plans

33.01 All Permanent Employees, after having completed the probationary period, shall be eligible to participate in the Medical (MSP), Dental, and Extended Health plans (see Appendix 3 for Dental and Extended Health 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.

33.02 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.

33.03 No Changes: No changes shall be made to existing coverage except by mutual agreement.

33.04 Term Employees: Term Employees shall be entitled to opt-in to these plans in their second semester of employment, provided they pay one half (1/2) of the cost of these plans.

33.05 Student Employees: Starting in their second semester of employment, Student Employees shall be reimbursed for the semesterly cost (pro-rated based on yearly costs) of their enrollment in their student health and dental benefit plan(s).

33.06 Absences: If an employee is absent because of illness, accident, or due to an approved leave, the Employer shall contribute to the above plans for up to eighteen (18) months. 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.
33.07 When the Dental and Extended Health Plans referenced in Article 33.01 and Appendix 3 are managed by a third party, either Party (the Union and/or the Employer), upon becoming aware of proposed changes to the Plan, shall notify the other Party in order to review those changes and their effect on current levels of coverage.

Article 34: RRSP in Lieu of Pension

34.01 The Employer will match any contributions made by a Permanent Employee to a Registered Retirement Savings Plan to a maximum of eighty dollars ($80.00) per month or three-percent (3%) of regular gross earnings, whichever is greater.

34.02 Upon completion of one (1) semester of employment, Student Employees are eligible to receive the matching RRSP contributions to a maximum of eighty dollars ($80.00) per month or three-percent (3%) of regular gross earnings, whichever is greater.

34.03 Subject to the requirement of 34.01 (a), Permanent Employees not holding Canadian citizenship with recognized retirement accounts in their country of citizenship, such as, but not limited to, 401K accounts as established in the United States of America, will also be eligible for this benefit.

34.04 The employee shall submit documentation certifying his/her participation in the plan and provide all necessary information required to facilitate Employer contributions to the account.

Article 35: Seniority

35.01 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.

35.02 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.

35.03 Seniority Lists: The Union shall maintain a Permanent Employees' Seniority List and a Student Employees' Seniority List, showing the hiring date for each employee within the classification and the total amount of time, if any she has spent on any leave listed in Section 35.05 below. In January of each year, the seniority lists shall be sent to the Employer and a copy of each shall be posted on the Union bulletin board.

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1 See related Letter of Agreement (page 53).
35.04 Accrual of Seniority: Seniority shall continue to accrue for any employees on the following types of leave:

- 19.06 Leave for a compensable injury;
- 26 Special Leave (except as noted in section 5 below);
- 27 Employee Education and Development Leave;
- 24 Vacation;
- 28 Sick Leave and Extended Sick Leave;
- 29 Parenting Leave and Extended Parenting Leave.

35.05 Maintenance of Seniority: Seniority shall remain at its achieved level for employees on the following types of leave:

- 11.03 Leave to hold public office or Union position;
- 30 Leave of Absence Without Pay (including that for Student Employees)

35.06 Loss of Seniority: An employee shall lose seniority only when:

a. Voluntarily terminated;

b. Discharged and not reinstated under the terms of Section 41.03; or

c. Laid off and not recalled after two (2) years on the recall list under Article 38.

Article 36: Creating New Positions

36.01 a. The Employer shall maintain a minimum of one (1) Permanent Part-Time staff position for the duration of this Collective Agreement. With the exception of the one (1) Permanent position, bargaining unit jobs that can be done by students shall be given to Simon Fraser University graduate students on a priority basis.

b. The Employer shall maintain the above at a level of one (1) part-time equivalency positions where one (1) part-time equivalency is equal to twenty-eight (28) hours per week. Any disagreement regarding proposals by the Employer regarding the ratio of full and part-time positions may be referred to a Working Conditions process for discussion.

c. Any reduction in hours of work for these positions shall be in accordance with Article 38.

d. The Employer may reorganize the workplace or change the duties and or titles of positions in accordance with Article 5.

36.02 No new Union positions shall be created that change the self-supervisory and cooperative nature of the workplace. The Employer reserves the right to create non-union supervisory positions, including a General Manager position, provided such positions are excluded and do not perform the work of the bargaining unit, except in cases of emergency.
Article 37: Hiring and Transfer

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

37.01 Filling a vacant position

a. The Employer agrees to fill position vacancies within six (6) weeks of receiving notice that the position will become vacant.

37.02 Hiring Committee

a. A hiring committee will be struck at Council.

b. The Hiring Committee will be composed of:

   i. One (1) member of the GSS Executive Committee;

   ii. One (1) representative from the Union (may be a GSS employee, shop steward, or delegate from the Union - as determined by the Union); and

   iii. The Executive Director of the GSS, who shall act as the Chair of the Committee.

c. The Hiring Committee membership will be ratified at Council.

d. The Hiring Committee will be tasked with:

   i. Advertising the vacant position;

   ii. Collecting applications;

   iii. Reviewing applications to develop a shortlist of candidates;

   iv. Developing an interview process;

   v. Interviewing the shortlisted candidates; and

   vi. Recommending a candidate to Council (or presenting a rank-ordered list of candidates to Council).

e. The Hiring Committee will strive for consensus, however, in the case of a tie, the Executive Director, as Chair, may exercise the right to carry their recommendation to Council for ratification.

f. Council will have the sole authority to approve a recommendation to fill a vacant position and to offer employment to a successful candidate.

g. In the case that:

   i. a former employee on a recall list; or
ii. a current employee wishing to transfer within the same classification would be eligible to apply for the vacant position, the Hiring Committee will review these internal applicants, based on the applicants' level of seniority, first.

37.03 Internal Applicants

a. Internal employment notices for Permanent, Student and Temporary positions shall be kept up to date and on file with the Employer and the Union. Upon receiving notice that a position will become vacant, the Staff Liaison Officer shall immediately post the internal employment notice.

b. Existing employees may transfer to a vacant position in the same classification upon receipt of a majority recommendation of the Hiring Committee. The Hiring Committee shall not approve an application for transfer of an employee who has already transferred once in the previous 12 months. The Hiring Committee may waive this requirement to address a particular workplace circumstance.

c. These positions shall be advertised internally and any employee may transfer to a vacant position within the same classification provided that she/he possesses the skills, knowledge and ability to perform the necessary job functions as determined by the Hiring Committee, based on the job description. In the event that the Hiring Committee receives two (2) or more applications from employees that meet the requirements, then the employee with the greatest seniority shall be the successful applicant.

d. When transferred or recalled to a new position, an employee will be placed on a Trial Period for up to ninety (90) calendar days. If the employee finds the position unsatisfactory or as determined by the Hiring Committee for the position, is unable to meet the requirements of the position, she/he will return to her/his former position or be placed on the recall list if her/his previous position has been discontinued. If, because of this situation, another employee was recalled to fill the employee's previous position, then she/he will be returned to the recall list.

e. 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.

f. 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.
37.04 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.

37.05 If the Employer determines that Emergency Relief Employees are needed, the Executive Director, as Staff Liaison Officer, shall hire such employees for a period no longer than sixty (60) days. Emergency hirings must be confined to situations resulting from unexpected resignations, vacations, emergency leave, illness, bereavement leave or other special leave as defined in Article 26.

37.06 In the event that either the Union or the Employer believes that the hiring process has not been dealt with appropriately, the matter shall be eligible to be processed as a grievance at Step 2 as per Article 42. If unresolved at Step 3, the grievance shall, within the time frames set out in this step, proceed to arbitration. A single arbitrator shall hear this matter.

37.07 Any unsuccessful applicant, who requests an explanation in writing as to why she was unsuccessful, shall be provided with same.

Article 38: Layoff & Recall

38.01 Layoff:
   a. Definition: A layoff is defined as a reduction in the work force or a reduction in the hours of work as defined in this Agreement for Permanent Employee classifications. Student, Term and Temporary Employees shall only be considered as laid off when their position is terminated. There shall be no reduction in the work force without a corresponding reduction in work required.
   b. Working Conditions: If a reduction of staff or hours is under consideration the Employer shall call a Working Conditions meeting to discuss the proposed layoff and to determine if other means can be found to avoid a layoff. The Employer shall give notice to the Union of the date of layoff.

38.02 Notice of Layoff:
   a. The Employer will provide three (3) months' notice for the layoff of any Permanent or Student Employee position. Required notice for any other layoff shall be one (1) month or to the conclusion of their period of employment, whichever is less.
   b. Pay in lieu of notice may be given at the discretion of the Employer.
   c. Each laid off employee shall receive all vacation entitlements and salary due to the date of layoff.

38.03 Layoff Order & Displacement: Employees shall be laid off in reverse order of their seniority as defined in Article 35. This shall not prevent layoff by position based on a reduction of work.
a. A Permanent or Student Employee who is laid off or is rendered redundant or displaced from his/her job as a result of a situation described in Article 20 shall have the right to displace, or "bump", any employee in the same classification with less seniority, and so on, provided that s/he possesses the skills, knowledge and ability to perform the necessary job functions, based on the job description. A decision to bump by an employee must be made in writing to the Employer within two (2) weeks of being notified of the layoff.

b. The laid off employee shall be given a reasonable trial period in any new position into which s/he bumps. If the employee finds the position unsatisfactory or is unable to meet the requirements of the position s/he will be returned to the appropriate recall list.

38.04 Recall Lists:

a. The Employer shall maintain two (2) recall lists: one for Permanent Employees and one for Student/Term Employees and shall make these lists available to the Union.

b. Permanent Employees shall remain on the recall list for two (2) years.

c. Student Employees shall remain on the recall list for three (3) semesters.

d. Employees on the recall lists shall be listed and recalled in order of seniority, provided that they possess the skills, knowledge and ability, based on the job description, to perform the necessary job functions.

38.05 A Permanent or Student Employee who is to be terminated by the layoff process and is unwilling or unable to bump shall be laid off and placed on the appropriate recall list.

38.06 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 37.

38.07 Notice of recall shall be by telephone or if unsuccessful by registered mail to the last known address of the employee. A copy shall be sent to the Union.

Article 39: Probation Period

39.01 Duration: The probation period of all employees, including Student and Temporary Employees, shall be ninety (90) calendar days, commencing the first day of his/her employment. The Employer may extend an employees probationary period 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 the three-quarters (3/4) point of the term of employment.
39.02 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.

39.03 The probationary employee shall be subject to two (2) written reviews before the end of the probation period, conducted by the Staff Liaison Officer. 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 employee will take part in the evaluation, providing feedback on the position, training, and working conditions. The Staff Liaison Officer may call in a consultant to assist in technical matters.

a. Based on the results of the final review, the Staff Liaison Officer shall determine whether the employee has successfully completed the probationary period. The recommendation of the Staff Liaison Officer shall be forwarded to the Council for ratification.

b. At the conclusion of each review, Staff Liaison Officer shall discuss and explain their conclusions with the employee. This discussion shall be in the presence of the Shop Steward or designated Union representative.

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.

d. In the event that either review is not carried out, the probationary employee shall be deemed to have successfully completed the probationary period and shall be automatically reclassified to "Permanent", "Replacement", "Student", or "Temporary" status as hired at the expiration of the probationary period.

Article 40: Limited Security of Employment

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

40.01 Dissolution, Re-organization: In the event of dissolution of the Student Society, with no simultaneous creation of a similar group with similar objects, or in the event of re-organization of the Student Society requiring the termination of two (2) or more Permanent employees,

a. All terminated Permanent Employees shall receive severance pay equivalent to four (4) months' wages and one (1) year's benefits;

b. Terminated Permanent Employees with more than one (1) year of employment with the Student Society shall receive an additional amount of one (1) week's wages and benefits for each continuous year they have worked for the Student Society;

c. Terminated Student and Temporary Employees shall receive severance pay equivalent to the balance of their scheduled hours for the semester;
40.02 Merger: In the event of merger with any other body, the Employer agrees to undertake to ensure that:

a. Employees shall be credited with all seniority rights, vacation credits, sick leave credits, and all other benefits with the new employer.

b. All work and service presently performed by members of the Union shall continue to be performed by CUPE members with the new employer.

c. Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employer.

d. No employee shall suffer a loss of employment as a result of the merger.

Article 41: 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.

The Employer may only take disciplinary action within thirty (30) working days of becoming aware of the incident(s) in question (subject to extension by mutual agreement between the Staff Liaison Officer and the Shop Steward), and such discipline shall be subject to the following procedure:

All matters of discipline shall be carried out by the Staff Liaison Officer. In the case of discharge, the Staff Liaison Officer’s recommendation shall be forwarded to Council for ratification.

41.01 Progressive Discipline:

The value of progressive discipline with the aim of being corrective in application is recognized by both Parties.

Except in cases of gross misconduct, discharge for just cause will be preceded in a progressive manner, dependent on the employee’s length of service and work record, by some or all of the following: counseling, oral and/or written warnings, suspensions and/or demotions, which shall be documented.

All documents with respect to the discipline of an employee will be copied to the union.

41.02 Suspension:

Suspension is a form of employee discipline and may be imposed for misconduct. Written notice will be given to the employee with a copy to the Union. A suspension shall not exceed five (5) days, and any employee suspended shall be returned to the position last held prior to the suspension.

No employee may be suspended except for a just and reasonable cause.
41.03 Termination:

No employee may be terminated except for a just and reasonable cause. When an employee is to be terminated, she/he shall receive prior to the termination a letter giving notification and reason(s) for the termination. A copy of the notice shall be sent to the Union no later than the date that the employee is to receive the termination notice.

41.04 An employee shall, upon request, have her/his Steward present at any discussion with the Employer that the employee believes might be the basis of disciplinary action.

41.05 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.

41.06 Reinstatement for Just Cause:
If, as a result of the Grievance Procedure, it is found that an employee has been discharged for unjust cause, that employee will be reinstated to his/her former position, with no loss of seniority or benefits, and paid compensation for all time lost retroactive to the date of discharge.

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

41.08 Dismissal for Cause: If the Executive Director determines that an employee should be dismissed for just and reasonable cause, the Executive Director will notify the Council of this decision, and the decision will be effective following a majority vote of the Council. The Union may, as per Section 5.05(b) provide representation to the Employee at that Council meeting. Such dismissals are subject to the grievance procedure.

Article 42: Adjustment of Complaints

42.01 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.

42.02 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.

42.03 Grievance Procedure for Individual Grievances:

a. Step 1: Working Conditions Meeting: An employee who has a grievance shall go to the Staff Liaison Officer within thirty (30) calendar days from the date on which the Union becomes aware of the alleged incident(s) that gave rise to the complaint. The thirty (30) day limit shall be subject to extension by mutual agreement between the Staff Liaison Officer and the Shop Steward. The employee must be accompanied by his/her Steward or a representative of the Union. The Staff Liaison Officer shall be given an opportunity to answer the complaint verbally. The Parties involved shall be given a maximum of three (3) working days to solve the grievance through a working conditions meeting. At the end of three (3) working days the Staff Liaison Officer shall respond within one (1) working day in writing (regardless if the grievance is resolved or not.)

b. Step 2: Chairperson of the Executive 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 Executive 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) that gave rise to the complaint, the Union shall submit two (2) copies of the grievance to the Executive Committee Chairperson. The Executive Committee Chairperson has seven (7) calendar days from the date on which the grievance was submitted to the Executive Committee to convene a meeting between the Grievance Committee and the Executive Committee. Both groups have fourteen (14) calendar days from the receipt of the grievance by the Executive Committee Chair to resolve the grievance. Meetings between the Parties at this stage are desirable. The Executive 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.

c. Step 3: In the event that no settlement of the grievance is reached at Step 2, then either Party may, within five (5) working days following the expiry of the fourteen (14) days 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 Section 42.04 of this Collective Agreement.

42.04 Arbitration:

a. Within ten (10) working days following the notice to proceed to Arbitration, the Parties shall select an arbitrator. In the event that the Parties are unable to agree upon an arbitrator within the ten (10) working days, the Parties may mutually agree to extend the time limit for the selection of an arbitrator or either Party may make application to the British Columbia Minister of Labour to appoint an arbitrator.
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 that is final and binding upon the Parties and upon any employee or Employer affected by it.

ii. Each of the Parties shall pay one-half (1/2) of the expenses of the arbitrator.

iii. The arbitrator shall determine his/her own procedures but shall give full opportunity to all Parties to present evidence and make representations.

iv. The arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.

v. The Parties and the arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations that 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.

42.05 The time limits prescribed for the performance of any act in the grievance procedure may be extended by mutual consent.

42.06 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.

42.07 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 43: Hours of Work

43.01 Permanent and Replacement Employees:

a. Number of Hours: For all full-time Employees, the work week shall be thirty-five (35) hours. The normal working day shall be seven (7) hours, not including meal periods.

b. Part-Time Hours Supplement: A Permanent Part-Time Employee may apply to the Employer to supplement his/her hours to a maximum of thirty-five (35) total hours worked per week. Applications are subject to Staff Liaison Officer approval. The Staff Liaison Officer will provide the Shop Steward with copies of applications.
c. Scheduling of Hours: Employees will normally schedule their work during the normal operating hours of the Graduate Student Society. However, an employee may, by mutual agreement between the Union and the Employer, choose to schedule his/her work outside of the normal hours. No employee shall be penalized for not choosing to do so, except as noted in Section 43.01(d).

d. The Staff Representative to the GSS Council must schedule their hours to include GSS Council meetings.

e. Maintenance of Services: The Union recognizes that every effort will be made to ensure that each service area is adequately staffed during the regular hours of its operations as established by the Executive Committee. 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) hours per day in order to accommodate Society work, committee meetings, etc. by sending a memo to the Staff Liaison Officer. The two hour adjustment will not result in overtime.

g. Travel and Meeting Time

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

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

ii. Attendance at meetings, workshops, conventions and other events as approved by the Employer shall be considered time worked.

iii. Unless mutually agreed between the Employer and the employee, employees shall not be required to attend meetings, workshops, conventions and other events in excess of seven (7) hours/day.

iv. Employees shall be given a per diem of $35 per day, without receipts, for each day spent travelling to and in attendance at meetings, workshops, conventions and other events as approved by the Employer where lunch and dinner are not provided and $20 per day when meals are provided, including events sponsored by organizations to which the Student Society belongs or to which it sends representatives.

v. The Employer will advance an amount for anticipated expenses and per diems upon request.
vi. The Employer shall cover the employee’s cost of making direct or collect long distance telephone calls to their place of residence, and/or to spouse, partner, or children, to a maximum of fifteen (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.

43.02 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, onetime purposes. Such requests must be submitted in writing to the Staff Liaison Officer no later than two (2) weeks prior to the beginning of the monthly schedule period in which the amendment is desired. The Employer shall give reasonable consideration to such requests, based on overall availability and operational needs. Should the Employer be unable to accommodate such requests, Student Employees shall be expected to maintain their initial availability.

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

ii. Every employee in her/his first year of employment shall receive a minimum of eight (8) scheduled hours of work per week, provided s/he has provided a minimum of sixteen (16) hours per week of availability to the Employer.

iii. Every employee in her/his second or subsequent year of employment shall receive a minimum of eight (8) scheduled hours of work per week, provided s/he has provided a minimum of sixteen (16) hours per week of availability to the Employer or a minimum of twelve (12) scheduled hours of work per week, provided s/he has provided a minimum of twenty (20) hours per week of availability to the Employer.
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iv. If the Employer is unable to maintain two (2) shifts per week per employee, the matter will be discussed with the Union in an effort to maintain the two-shift minimum. If no resolution can be found, the Employer may reduce the available shifts on a fair and equitable basis.

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

e. Should the Employer cancel a shift for operational reasons, 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 Section 43.01 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.

43.03 Temporary Employees: A Temporary Employee shall work the hours and schedule specified in his/her job description or as determined jointly with his/her supervisor. The scheduling shall be within the normal hours of work for Permanent Employees, unless otherwise agreed by the Union and the Staff Liaison Officer.

43.04 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.

43.05 Relief Periods: Any employee working four (4) consecutive hours is entitled to a fifteen (15) minute paid break. Thereafter, for each hour worked, s/he may take a five (5) minute paid break. These breaks may be taken at any time the employee chooses.

Article 44: Overtime

44.01 Definition:

a. Full-Time Permanent or Replacement Employees: Overtime is that time worked in excess of his/her scheduled work day or work week, as specified in Section 43.01.

b. Part-Time Permanent or 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 Section 43.01.

44.02 Overtime Rates: Employees shall be paid at double time for overtime.

44.03 Mutual Agreement:

a. Employer requests for overtime must be made through the Staff Liaison Officer. Except in emergency situations, an employee has the right to refuse such a request, without being subject to disciplinary action for so refusing.
b. Employee requests for overtime must be made through the Union. Except in emergency situations, the Staff Liaison Officer must approve such a request beforehand. Emergency overtime must be reported to the Staff Liaison Officer and the Union on the following working day.

44.04 Time Off in Lieu of Overtime Pay: An employee who works overtime may, in lieu of overtime pay, opt for equivalent time off. S/he must give written notification of this choice to the Staff Liaison Officer within ten (10) working days of working the overtime. S/he shall take the time off at most thirty (30) working days after working the overtime and at a time mutually agreeable to the employee, the Employer and the Union.

44.05 Paid Meal Periods: An employee requested to work overtime beyond his/her regular work day shall be allowed a thirty (30) minute 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 his/her regular work day and the start of the overtime.

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

44.06 Call-in: An employee called in:

• After completing a regular day's work;

• On a regular day off;

• During his/her vacation; or

• More than two (2) hours before the commencement of his/her regular work day, shall be paid overtime rates for a minimum of four (4) hours. An employee shall have the right to refuse a call-in for the above noted circumstances.

44.07 Scheduling Provision: An employee required to work overtime beyond his/her regular work day shall be entitled to twelve (12) hours clear between the end of the overtime and the start of his/her next work day. If twelve (12) hours are not provided, s/he shall be paid at overtime rates for the following day.

44.08 Overtime Worked on an Office Holiday: An employee who has agreed to work on an Office Holiday shall be paid according to Section 23.05 (Work on Office Holidays) for the length of his/her regular working day and double that rate thereafter.

Article 45: Wages

Preamble

As a supporter of the Living Wage for Families Campaign, the Employer is committed to paying all employees not less than the Living Wage, as set annually by the Living Wage for Families Campaign.
45.01 It is recognized that within each classification (Permanent, Replacement, Student, Temporary), the work of all employees is of equal value. The Employer agrees that within each classification, all employees will be paid an equal hourly wage.

45.02 Permanent and Replacement Employee Wages
a. Employees within this group will be paid an hourly wage of $31.20.
b. General Wage increase for employees within this group will occur as follows:
   i. Two-percent (2%) on September 1, 2012;
   ii. Two-percent (2%) on September 1, 2013; and
   iii. Zero-percent (0%) on September 1, 2014.

45.03 Student and Temporary Employee Wages
Effective the term of this agreement, employees within this group will be paid an hourly wage of $22.70, plus four percent (4%) vacation pay, to be calculated and paid out at each pay period.

45.04 Cost of Living Adjustments
a. A semesterly Cost of Living adjustment to wage rates will occur, based on the latest available Statistics Canada Consumer Price Index (CPI) (Vancouver, all Items, not seasonally adjusted).
b. The semesterly adjustments will take effect on:
   September 1
   January 1
   May 1
c. The calculation will be based on comparing the current month CPI rate with the previous month's CPI rate and summing the four (4) changes of the four (4) months to arrive at the change for the semester. In the event of a negative change, there will be no increase for that semester.
d. Notwithstanding the above, the maximum cumulative of the COLA increase for each fiscal year is not to exceed three-point-five-percent (3.5%)
e. Because the CPI publish date by Statistics Canada typically occurs mid-month, the application of the adjusted wages by the COLA will be based on the CPI information available at the time, typically:
   July (for September 1)
   November (for January 1)
   March (for May 1)

45.05 Pay Period: Employees shall be paid every two (2) weeks.
Article 46: Duration

46.01 This Agreement shall be binding and remain in effect from September 1, 2012 to and including August 31, 2015 and shall be renewed from year to year thereafter unless either Party gives notice to the other Party in writing at least two (2) months prior to the expiry date that it desires to terminate or amend its provisions.

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

a. A new Collective Agreement is signed; or

b. The commencement of a lockout by the Employer, or a strike by the Union, as defined in the Labour Code of British Columbia.

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

Article 47: Negotiating the Collective Agreement

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

47.01 The negotiation of the Collective Agreement shall be conducted by the Negotiating Committees of the Union and the Employer. These committees shall be authorized by their principals to negotiate and conclude a tentative Collective Agreement for ratification by the principals.

47.02 The negotiations will be regarded as confidential unless and until the Employer’s Committee calls for a lock out vote by the GSS Council or the Union’s committee calls for a strike vote in the bargaining unit.

47.03 Meetings will be conducted with a quorum of no less than two (2) members of each committee.

47.04 Meetings shall be scheduled in advance, and each Party shall endeavour to give the other Party no less than twenty-four (24) hours notice if meeting times are to be changed.

47.05 Each Party shall notify the other Party, in writing, if there are additions or substitutions to the composition of its Committee.

47.06 When the Parties have agreed upon a contract article, they shall indicate such by having the Chief Spokesperson (or delegates present) sign off on the article. Such agreement shall not preclude reopening the article for the following reasons:

a. Editorial changes (e.g.: improvements to grammar, spelling, etc.); or

b. Changes necessitated because of modifications of related contract articles.

47.07 Upon conclusion of the negotiations, each Committee shall submit the tentative contract to their respective principals for ratification.
The Graduate Student Society & CUPE Local 3338

47.08 The Staff Liaison Officer shall be entrusted with producing 'clean' or 'final' copies of contract articles. S/he shall make minor corrections in spelling. Changes in grammar or layout shall be referred back to the Negotiating Committees.

Signatories to the Collective Agreement

This Agreement is signed on the 5th day of December, 2013

Original Signed for the Union: Original Signed for the Employer:

[Signatures]

51
AGREEMENT TO PROVIDE ACCESS TO A STAFF ROOM

BETWEEN:

SIMON FRASER STUDENT SOCIETY
("the SFSS")

AND

THE GRADUATE STUDENT SOCIETY AT SIMON FRASER UNIVERSITY
("the GSS")

WHEREAS:

Graduate students at Simon Fraser University were formerly members of the SFSS but have now separated from the SFSS and have formed the GSS; and

When as members of the SFSS, graduate students employed the services of certain staff persons who were members of Local 5396 of the Canadian Union of Public Employees ("CUPE 5396") under the terms of a collective agreement between the SFSS and CUPE 5396 ("the CA"); and

Employees of the GSS will continue to be members of CUPE 5396 under the terms of the CA; and

The CA provides those employees and their guests with access to a furnished staff room; and

The SFSS provides such a staff room;

THEREFORE:

In consideration of the sum of $1.00 paid by each of the parties to the other, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

Parties

1. The SFSS is a Society incorporated under the laws of British Columbia and having its offices at MBC 2250, 8888 University Drive, Burnaby, British Columbia, V5A 1S6

2. The GSS is a Society incorporated under the laws of British Columbia and having its offices at MBC 2205, 8888 University Drive, Burnaby, British Columbia, Canada, V5A 1G6.
Interpretation

3. In this Agreement, except as otherwise expressly provided:
   • "CA" means the collective agreement between the Simon Fraser Student Society and CUPE 5396 to which the GSS is a successor
   • "CUPE 5396" means Local 5396 of the Canadian Union of Public Employees
   • "GSS employees" means all employees of the GSS who are members of CUPE 5396
   • "staff room" means the staff room provided by the SFSS to its employees according to the CA

Rights and responsibilities of the SFSS

4. The SFSS will provide GSS employees with access to the staff room it provides for its employees.

5. The SFSS is responsible for maintaining the staff room in accordance with the CA.

6. The SFSS must provide keys to the staff room to GSS employees according to its policies.

7. The SFSS may require a GSS employee to provide a deposit in return for supplying them with a key to the staff room, but this deposit shall be no more than required of any SFSS employee for supplying them with a key to the staff room.

Rights and responsibilities of the GSS

8. The GSS must, upon request of the SFSS, furnish the SFSS with a current list of GSS employees in a timely manner.

Amendment

9. This Agreement may be amended by mutual consent of the parties.

Renewal and Termination

10. This Agreement will renew automatically on May 1 of each year.

11. Notwithstanding anything in this Agreement, either party may terminate this Agreement upon eight weeks written notice to the other party.
12. If either party commits a fundamental breach of a provision of this Agreement, the other party may deliver a notice of default to the party in breach. If the party in breach does not cure the breach within 30 days of receiving such a notice, the other party may, by delivery of a written notice of termination, terminate the agreement. The right to terminate the agreement in this paragraph is in addition to, not in substitution for, other remedies available at law to the party not in breach.

General

13. Time shall be of the essence in this Agreement

14. This Agreement shall be governed by and construed under the Laws of British Columbia and the provision of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against the SFSS or The GS S.

15. Should any dispute arise between the parties with respect to any matter pertaining to the Agreement, its terms, its conditions or its implementation, both parties must make every reasonable effort to resolve the dispute. If the parties are not able to resolve any dispute they agree to submit the matter to arbitration under the Commercial Arbitration Act, R.S.B.C. 1996, c. 55, and amendments thereto. The decision of the arbitrator shall be final and binding on both parties.

16. The Agreement shall take effect on May 1, 2008.


"Derrick Harder"

For the Simon Fraser Student Society Derrick Harder, President

"Ursula Arndt"

For The Graduate Student Society at Simon Fraser University Ursula Arndt, Executive Committee Chair
Letter of Agreement
Pension Plan
between
CUPE Local 3338
(The "Union")
and
The Graduate Student Society at Simon Fraser University
(The "Employer")

The Employer and the Union are committed to taking part in a joint committee to investigate and determine the feasibility in finding a pension plan that would meet the needs of all permanent employees. This pension plan would replace the RRSP in Lieu of Pension (Article 33).

"Jan Gunn"
For the Union

"Haida Arsenault-Antolick"
For the Employer

"December 4, 2012"
Date

"December 4, 2012"
Date
Letter of Agreement
Pregnancy and Parental Leave

between
CUPE Local 3338
(The "Union")

and
The Graduate Student Society at Simon Fraser University
(The "Employer")

The Employer and the Union agree to the following for the term of the Collective Agreement:

If Section 50 "Pregnancy Leave" and Section 51 "Parental Leave" of the Employment Standards Act of British Columbia is/are amended such that it the Act provide more generous leave than the leaves provided for in Article 29 "Pregnancy and Parental Leave", the increased entitlement will apply in accordance with the Act.

If the Act of these same Sections is amended to decrease employee's entitlement under this leave(s) provided for in this Article, those decreases will not apply.

"Jan Gunn"
For the Union

"December 4, 2012"
Date

"Haida Arsenault-Antolick"
For the Employer

"December 4, 2012"
Date
Letter of Agreement
Extended Health and Dental Plans
between
CUPE Local 3338
(The "Union")
and
The Graduate Student Society at Simon Fraser University
(The "Employer")

The Employer and the Union recognize that the provision of the Extended Health and Dental Plans ("the Plans") that is referenced in Article 33 of the Collective Agreement is currently managed by the Graduate Student Society on behalf of their employees.

The Plans currently in force are:
Dental Plan Blue Cross Care Group Number 909739
Extended Health Plan Blue Cross Care Group Number 087234

"Jan Gunn"  "Haida Arsenault-Antolick"
For the Union For the Employer

"December 4, 2012"  "December 4, 2012"
Date Date
Letter of Agreement
Minor corrections to the Collective Agreement
between
CUPE Local 3338
(The "Union")

and

The Graduate Student Society at Simon Fraser University
(The "Employer")

The Parties agree to the following changes in order to correct typographical, grammatical and other minor errors:

As the following example illustrates and, where appropriate, the listed Articles have changed the word "WHICH" to "THAT".

5.01 b. "...All rights, benefits and working conditions which that employees currently enjoy, as employees, shall continue to...."

5.01 b), 5.02 a), 5.02 b), 5.05 a), 5.05 b, 5.07, 6.03 a), 8.01, 10.04, 17.04 a)i), 17.05,19.06 a), 19.06 d), 19.08 d) 32.02, 36.02, 41.04. 42.03 a), 42.03 b), 42.04 b)"

2.03 Name Change
"...In the event there is a conflict between the requirements of this Collective Agreement and those of regulations not provided for in the Bylaws of the Society Graduate Student Society, the requirements......"

As the following example illustrates, the Parties agree to capitalize the word employee throughout the collective agreement, where it refers to a defined category of employee as per Article 4.02

4.05 Student Employees: This classification shall include all employees who have been hired to carry out work for which long term continuity is not essential. Hours shall be offered to all employees within this classification equally where possible. Unscheduled hours shall be offered to Student Employees based on seniority and ability.

4.05 d. Correct "for" to "by"

Was:  "...been employed for the Society for one (1) year..."

Now:  "...been employed by the Society..."
As the following example illustrates, the Parties agree to replace, where it’s appropriate, the word Section with Article, throughout the Collective Agreement.

4.07 Emergency Relief Employees: This classification refers to employees hired pursuant to Section 36.05. Article 36.

5.01 REMOVE DUPLICATION
a. "...its management rights in accordance with the provisions..."

Addition of missing word-are
b."...to be enjoyed insofar as they are consistent with this Collective Agreement..."

5.02 TYPO CORRECTION
c. "...shall have voice but not vote unless otherwise stated by policy...".

5.02 TYPO CORRECTION
e. "...the matter of discipline of the employee, and answer questions on the matter..."

As the following example illustrates, the Parties agree where it’s appropriate, to capitalize the word employer, throughout the collective agreement.

5.03 Job Descriptions

a. The Employer and Union agree to respect existing job descriptions of all employees, including Permanent Employees (pursuant to Section Article 36.01). The Employer may reasonably change existing job descriptions subject to operational requirements. Proposed changes to job descriptions shall be dealt with in a Working Conditions meeting (pursuant to Section Article 5.04).

6.03 b) Revise sentence fragment

Was: Cases of sexual harassment, harassment shall be considered as discrimination and shall be eligible to be processed as grievances. File at Step 3 of the grievance procedure. If unresolved at Step 3 the grievance shall within the times frames as set out in this step proceed to arbitration in an expedited manner. A single arbitrator shall hear the matter. See Appendix 1 for a list of mutually-agreed arbitrators.

Now: "...Cases of sexual harassment shall be considered as discrimination and shall be....."

6.03 b) Revise sentence fragment

Now: "...eligible to be processed as grievances and filed at Step 3 of the grievance procedure...."
6.03  b)  Add commas
Now:  
"...If unresolved at step 3 the grievance shall, within the time frames as set out in this step, proceed to arbitration in an expedited manner...."

Typo (deleted “s” from “times”)
Was:  
"...shall within the times frames as set out in this step proceed to..."
Now:  
"...shall, within the time frames as set out in this step, proceed to ..."

8.01  TYPO in 8.01 and Change of Name in 8.01c
Repeated phrase, correct to “.....defined as information that is specific...”
Was:  
"...defined which is defined as specific..."
Now:  
"...defined as information that is specific...

8.01 c.
Was:  
"...the Board of Directors..."
Now:  
" Council"

10.02
Was:  
"...addresses, email addresses, an-et classifications of all employees, and gross..."
Now:  
"...addresses, email addresses, classifications of all employees, and gross..."

Article 11.02 c) TYPO CORRECTION
Was:  
"....The Employer will continue the representatives regular pay and benefits provided the full costs...."
Now:  
"...Employer will continue the representative’s regular pay and benefits provided the full costs...

Article 18: Name Change

18.01
Was:  
"...SFSS and the role and workload of the staff in relation to these...."
Now:  
"...Graduate Student Society and the role and workload of the staff in relation to these...."
18.03 **Student staff person** replace with **Student Employee**

"... There shall be a minimum of one (1) **Student Employee** staff meeting per semester...."

20.02 Add apostrophe after *days*

"...Union with a minimum of sixty (60) **calendar days**..."

26.05 **c** Correct "practical" to "practicable"

"...The employee must give the Employer a copy of the certificate as soon as **practicable**..."

The following Articles have changed "parenting" to "parental".

- 28.01 b. i)
- 29-Title
- 29.01-Throughout
- 30.04

**Article 32:** Rewording

**32.01**

Was:  "After having completed the probationary..."

Now:  "...After the employee has completed the probationary period...."

**37.02g ii** Change "wishes" to "wishing"

**g.** In the case that:

Was:  "...a current employee **wishes** to transfer within the same classification..."

Now:  "...a current employee **wishing** to transfer within the same classification..."

**41.01** As the following example illustrates, the Parties agree where it's appropriate, to capitalize the word parties throughout the Collective Agreement

Was:  "... is recognized by both parties..."

Now:  "... is recognized by both **Parties**..."

**41.06** Add "paid" before compensation or "will be paid"

Was:  "..., and compensation for all time lost..."
Now: "..., and paid compensation for all..."

41.08 Correct Typo- add in the word an
"...If the Executive Director determines that an employee should be dismissed...."

42.03a Rewording for accuracy
Was: "...(regardless if the grievance is resolved)...
Correct to: "...(regardless if the grievance is resolved or not)...."

[Signatures and dates]
For the Union

For the Employer

Dec 5, 2013

Dec. 5, 2013
Appendix 1:

Mutually-Agreed To Arbitrators

As per Article 6.03 b, below is a list of mutually-agreed to arbitrators:

1. ____________________________

2. ____________________________

3. ____________________________

For the Union

For the Employer

Date

Date
Appendix 2:

Definition of “Pro-rated”

A pro-rated day for Part Time employees shall mean a day equal to the usual number of hours worked on a normal day, in a normal week.

If the number of hours worked per day is not consistent, the calculation for pro-rating will be done by totaling the hours worked in the last thirty (30) calendar days, and dividing by the number of days worked.

Applied examples:

Vacation

First Calendar Year of Employment (24.04a)
The vacation day will be valued at the equivalent number of hours worked on a normal day.

  e.g. 1 vacation day = 7 hours for a 28-hour employee who works 4 days per week;
  
  e.g. 1 vacation day = 5.6 hours for a 28-hour employee who works 5 days per week.

Subsequent Calendar Years of Employment (24.04b)
Permanent Part-Time Employees shall receive the appropriate number of weeks of Vacation as listed in Article 24.04. Each week shall be comprised of the usual number of paid days per week, each day comprised of the usual number of scheduled hours per day, or, the appropriate number of days of vacation comprised of the average number of hours worked in the thirty days immediately preceding the vacation.

  e.g. 28-hours per week at 7 hours x 4 days per week in the 3rd year would receive 4 weeks of vacation, or a total of 16 vacation days.
  
  e.g. 28-hours per week at 5.6 hours x 5 days per week in the 3rd year would receive 4 weeks vacation, or a total of 20 vacation days.

Personal Days (26.02)
e.g. 1 personal day = 7 hours for a 28-hour employee who works 4 days per week;
e.g. 1 personal day = 5.6 hours for a 28-hour employee who works 5 days per week.

"Jan Gunn"  
For the Union

"Haida Arsenault-Antolick"  
For the Employer

"December 4, 2012"  
Date

"December 4, 2012"  
Date
Simon Fraser Student Society
All Employees
Simon Fraser Student Society

All Employees

Extended Health Care Group Number 087234
Dental Care Group Number 909739

Reissue Date: May 1, 2012
This booklet contains information about your Group Benefits. Please keep it in a safe place. It is intended to summarize the principal features of your plan. All rights to benefits are governed by the Group Contract.

Defined terms are capitalized (e.g. Dependent). Pacific Blue Cross (PBC) is referred to as "we", "us", or "our" in this booklet. We will refer to you, the employee/member, as "you" or "your" in this booklet.

Pacific Blue Cross, the registered trade-name of PBC Health Benefits Society, is an independent licensee of the Canadian Association of Blue Cross Plans.

Coverage is provided through:
- Pacific Blue Cross
- Extended Health Care (EHC)
- Dental Care

Please refer to the Table of Contents to help you locate the appropriate section in this booklet. If you require additional information, please contact your Plan Administrator.
Privacy Policy

We have a Privacy Policy which governs our collection, use, and disclosure of personal information (including personal health information) about individuals who are members or Dependents. The Privacy Policy requires us to keep such personal information confidential, but does permit use and disclosure of personal information in limited circumstances consistent with the proper administration of group benefit and insurance coverage plans.

A copy of our current Privacy Policy can be obtained from us on request and is also available on our website: www.pac.bluecross.ca. By participating in the group benefit and insurance plans, and submitting claims under those plans, you are consenting to the collection, use, and disclosure of your personal information pursuant to the terms of our Privacy Policy.
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The Schedule of Benefits contains a brief summary of your benefits. Please refer to the appropriate page in this booklet for a more detailed benefit description.
### Extended Health Care

<table>
<thead>
<tr>
<th>Deductible</th>
<th>$75 per person or family each calendar year. If in any calendar year the Eligible expenses do not exceed the Deductible, the Eligible expenses incurred during the last 3 months of the calendar year may be applied against the Deductible for the next year.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursement</td>
<td><strong>In-Province</strong> Eligible Expenses and <strong>Out-of-Province</strong> Non-Emergency Eligible Expenses:</td>
</tr>
<tr>
<td></td>
<td><strong>Out-of-Province</strong> Emergency Eligible Expenses:</td>
</tr>
<tr>
<td></td>
<td>After $1,000 has been paid for a person in a calendar year, further Eligible expenses for that person within that year will be reimbursed at 100%, subject to the Contract maximums for this benefit.</td>
</tr>
<tr>
<td>Plan Maximum</td>
<td>The lifetime maximum amount of benefits payable for a member or Dependent is $3,000,000.</td>
</tr>
<tr>
<td>Dependent Children</td>
<td>Eligible until reaching age 21, or reaching age 25 if in full-time attendance at a school or university, or to any age if handicapped.</td>
</tr>
<tr>
<td>Dental Care</td>
<td></td>
</tr>
<tr>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td><strong>Deductible</strong></td>
<td>No Deductible</td>
</tr>
<tr>
<td><strong>Reimbursement</strong></td>
<td>Plan A</td>
</tr>
<tr>
<td>Basic Services</td>
<td>100%</td>
</tr>
<tr>
<td>Orthodontics</td>
<td></td>
</tr>
<tr>
<td><strong>Frequency Plan Limits</strong></td>
<td>Each Calendar Year</td>
</tr>
<tr>
<td><strong>Financial Limit Per Dependent Child</strong></td>
<td>Not Applicable</td>
</tr>
<tr>
<td><strong>Financial Limit Per Member or Spouse</strong></td>
<td>Not Applicable</td>
</tr>
<tr>
<td><strong>Financial Limit for Late Applicants</strong></td>
<td>$250 per person for all dental services for first 12 months of coverage</td>
</tr>
<tr>
<td><strong>Dependent Children</strong></td>
<td>Eligible until reaching age 21, or to any age if in full-time attendance at a school or university, or to any age if handicapped.</td>
</tr>
</tbody>
</table>
Definitions

Allowable enrolment period
means within 4 months from the coverage effective date.

Coverage effective date
means the date coverage becomes effective based on
1) your date of hire, and
2) the average number of hours you work each week or each year, and,
3) the waiting period selected by your employer, and
4) the Allowable enrolment period.

Deductible
means the initial portion of the Eligible expenses, which you must pay before we will reimburse charges for any Eligible expense.

Dentist
means a doctor of dentistry who is duly qualified and licensed to practice dentistry in the area where the service is provided. For the purposes of this booklet, Dentist may also mean dental specialist, denturist, or dental hygienist, depending on the services each may provide.
Dependent
means any of the following persons for whom coverage is provided under this Plan:

1) one Spouse of the member

2) any unmarried child, stepchild, legally adopted child, or legal ward (but not a foster child) who is under age 21 and financially dependent on you or your Spouse, and

3) under age 25 if the unmarried child is also in full-time attendance at a recognized educational institute, and

4) any unmarried handicapped child of any age who is living with and is financially dependent on you and/or your Spouse and is incapable of self-sustaining employment. Handicap status is subject to approval by Us. The Dependent must become handicapped while covered as a Dependent under Clause 2 and 3 above.

The member must be prepared to prove that an individual claimed as a Dependent falls within these requirements.

Duplicate coverage
means that you (and your Dependents) are eligible to claim certain benefits under more than one plan.

Fee guide
means the Canadian provincial/territorial dental Fee guide that contains dental services and fees in effect on the date the dental services are performed. For Alberta, the Fee guide means the current Alberta Blue Cross Usual and Customary fee guide.

Fee schedule.
means Schedule 2 of the Pacific Blue Cross Fee schedule that contains eligible dental services, financial limits, treatment frequencies, and fees in effect on the date the dental services are performed.

Spouse
means your legal Spouse or a person who has been living with you in a common-law relationship for at least one full year and who is publicly represented as your Spouse.
Integration with Government Plans

Extended health care benefits are intended to supplement and not overlap benefits under government plans such as the Medical Services Plan and Fair PharmaCare Program of British Columbia. You are required, as a condition of coverage, to take all reasonable steps to qualify and obtain the fullest extent of coverage, benefits, contribution, or reimbursement available under all applicable government plans. We will also make payment only where permitted by provincial legislation or other applicable law.

Effective Date of Coverage and Enrolment

If you are eligible for coverage, you must complete an application card within the Allowable enrolment period to ensure that your coverage starts on the correct effective date.

You should apply for Dependent coverage (when applicable):
1) on the same date you apply for your own coverage, or
2) within the Allowable enrolment period if you have a new Dependent.

Limitations:
1) If you are not actively at work on your coverage effective date, your coverage effective date will be delayed until you return to active full-time employment.
2) If we do not receive your application card within the required time limits, please refer to the Late Applicant section.

Coverage begins on the coverage effective date shown on your identification (ID) card(s), provided you and your Plan Administrator have complied with our enrolment rules.

Should you require additional information about when your coverage starts, please contact your Plan Administrator.
Late Applicants

If you did not apply during the Allowable enrolment period but request coverage later (for yourself and/or your Dependents), ask your Plan Administrator to explain the requirements for late enrolment in your Group Plan. Note: Different benefits may have different requirements - health evidence or retroactive premium payment. In some instances, coverage may be denied.

Identification (ID) Cards

We will issue identification (ID) cards for distribution by your Plan Administrator.

Only you and your enrolled Dependents are entitled to use this card. Should you (or your Dependent) allow an ineligible person to use this card, your coverage may be suspended without notice.

You may be asked to substantiate that an individual you claim as a Dependent meets the definition of Dependent for your group.

Claims

1) All claims must be submitted to us in English.
2) We pay eligible claims when we receive all the required information within the required time limits. We encourage you to become familiar with the time periods allowed for claiming benefits. Under the Claims sections, we fully describe the claiming deadlines for each benefit. No payment will be made if we receive your claim after the time limits described in this booklet.
3) We may reject your claim if sufficient information is not provided to enable a full assessment of the claim, or if an attempt is made, except through unintentional error; to make an excessive claim, or if a claim is made for a person who is not entitled.
4) The necessary claim forms are available from your Plan Administrator or on our website at www.J2ac.blucross.ca/carcstnet
5) The exchange rate on foreign currency is payable at the rate quoted by selected Canadian financial institutions for the date on which the expense was paid. Fluctuations in exchange rates are not our responsibility.

**Duplicate Coverage**

If you and your Spouse work for the same employer, please check with your Plan Administrator to see if Duplicate coverage is allowed for dental and extended health care benefits.

If you and your Spouse work for different employers and you are both enrolled for similar benefits, Duplicate coverage is allowed.

If you are eligible for Duplicate coverage, you and your family should discuss both plans (and what portion of the benefits you pay) to determine whether it is to your advantage to enroll under more than one plan.

Your Plan Administrator will advise you if you are eligible to waive certain benefits under this group plan.

**Coordination of Benefits**

If Duplicate coverage is allowed, we pay claims based on the rules of the Canadian Life and Health Insurance Association guidelines. They are:

1) Dependent 00 is always the primary claimant. Dependent 01 (or 90 to 99) is always the secondary claimant.

2) Dependent children are always covered primarily under the parent who has the earliest birthdate in the year (month and day).

3) In situations of separation or divorce, the following order applies:
   a) the plan of the parent with custody of the child
   b) the plan of the Spouse of the parent with custody of the child
   c) the plan of the parent not having custody of the child
   d) the plan of the Spouse of the parent inc) above,
4) Total reimbursement shall never exceed 100% of the Eligible expenses.

General Exclusions

1) We will not be liable for any portion of an expense for which you or your Dependent is entitled to reimbursement:
   a) under any other group or individual benefit plan or insurance policy, or
   b) due to the legal liability of any other party.

2) In no event will benefits be payable for expenses resulting directly or indirectly from, or in any manner or degree associated with, any of the following:
   a) intentional self-inflicted injury while sane or insane, war, whether declared or undeclared, or any act of war, or participation in a riot, insurrection, or civil commotion
   b) active duty in the military forces of any nation or international organization, or in any civilian noncombatant unit which serves with such forces in combat
   c) a direct or indirect attempt at, or commission of, an indictable offense under the Criminal Code of Canada or similar law of any other country
   d) false pretences or fraudulent misrepresentation
   e) any injury, illness, or condition for which care is provided or may be provided or available without cost by public authorities or by a tax-supported agency, including preventive treatment and services available under any Workers' Compensation Act or similar plan.

Termination of Coverage

Generally, your coverage (and any Dependent coverage) terminates if you cease to be eligible due to change of group, leave of absence, age limitation or retirement, if you terminate your employment, or if the group plan terminates, etc. For further details on termination of coverage, please have your Plan Administrator refer to the Group Contract.
Right of Recovery

You are financially responsible for any claims paid by us on you or your Dependent's behalf after coverage is terminated from your employer's benefit plan. You agree to reimburse us for these payments upon receipt of our invoice.

Conversion to an Individual Plan

Should your group coverage terminate for any reason, you may purchase an individual plan from Pacific Blue Cross if you live in British Columbia, or an individual plan offered by your local Blue Cross organization if you live elsewhere in Canada.

To convert coverage you must ensure that your application and full payment is received by us or Blue Cross within 60 days of the date your group plan terminates. To be eligible to convert, you must have had coverage under a group plan with the same benefits for at least 6 months. Coverage will become effective immediately after your group coverage terminates.

If you qualify for one of our individual plans under the conversion option, we will waive the Pre-existing condition contained in the individual plan.

Pre-existing condition means any illness or condition for which you receive medical attention, consultation, diagnosis, or treatment in the 12 month period before you apply for the individual plan.

Call our Individual Products Department at 604 419-2200 for an application form.

If you are converting to an individual plan offered by Blue Cross, contact your local Blue Cross organization for full details before your group coverage terminates.
Individual Travel Benefits

Individual coverage is also available from us. Call 604 419-2200 or 1 800 USE-BLUE (873-2583) outside the Lower Mainland for information.

CARESnet

CARESnet is an online service from Pacific Blue Cross that offers you convenient and secure access to your benefit information 24 hours a day. Information about benefit coverage, claim status, and easy access to claim forms are the enhanced services CARESnet provides. To access CARESnet, visit our website: http://www.pac.bluecross.ca/caresnet/
The Extended Health Care (EHC) plan is designed to help you pay for specified services and supplies incurred by you and your Dependents, when not provided under a government health plan or by a tax-supported agency.

Definitions

**Eligible expense**
means a charge for a service and/or supply included in this booklet as a benefit that:

1) in our assessment is a customary charge medically necessary for health care and maintenance, or to maintain or restore teeth, and was
2) ordered or referred by a Physician or Dentist, unless otherwise specified in the benefit description, and
3) is not a cost normally paid (in whole or part) or provided by a government plan or any other provider of health coverage, and
4) is incurred while your coverage is valid. An expense is "incurred" on the date the service is provided or the supply is received.

It does not include any payment to a pharmacy or a Practitioner (demanded or received by balanced billing, extra billing, or extra charging) which represents an amount in excess of the schedule of costs prescribed by the government plan. PharmaCare's low cost alternative and reference drug program will not be applied unless specified in this booklet.
**Physician**
means an individual who is duly qualified and licensed to practice medicine or surgery, or both, in the area where the service is provided, but excludes a Physician residing with or related to you or your Dependent.

**Practitioner**
means an individual who is currently licensed, certified, or registered to practice a profession in the area where the care or service is provided.

**In-Provence Eligible Expenses**

Your EHC plan covers reasonable and customary charges for the following services and supplies when medically necessary, and prescribed, ordered, or referred by a Physician. Unless otherwise indicated, the maximums included here are on a per person basis.

1) **Hospital**
The additional charge for semi-private or private room accommodation in a hospital or the extended care unit of a hospital. Charges for rental of a telephone, television, or similar equipment are not covered.

2) **Emergency ambulance**
a) charges for licensed ambulance service to and from the nearest Canadian hospital equipped to provide the type of care essential to the patient
b) air transport will be covered when time is critical and the patient's physical condition prevents the use of another means of transport
c) emergency transport from one hospital to another, only when the original hospital has inadequate facilities
d) charges for an attendant when medically necessary.
3) Drugs
Drugs and medicines dispensed by a pharmacist, Physician, or a Dentist, in a quantity we consider reasonable:
   a) drugs and medicines must be prescribed by a medical provider legally authorized to do so, and included with the above:
      i) contraceptives
   b) insulin preparations, testing supplies, needles, and syringes for diabetics
   c) vitamin B12 for the treatment of pernicious anemia
   d) allergy serums when administered by a Physician.

4) Practitioners
Professional services of the following Practitioners to the maximum amounts indicated per calendar year, but excluding appliances and tray fees. Only the services of a private duty nurse require referral by a Physician.
   a) acupuncturist .......................................................... $500
   b) chiropractor ............................................................ $500
   c) massage practitioner ................................................. $500
   d) naturopath ............................................................... $500
   e) physiotherapist ......................................................... $500
   f) podiatrist ................................................................. $500
   g) psychologist ............................................................ $500
   h) speech language pathologist ...................................... $500
   i) private duty care by a registered nurse for a person with an acute condition in a hospital in the patient's province of residence, based on the Schedule of Fees of the Registered Nurses Association of that province, to a maximum of 720 hours of such services each calendar year.

5) Dental Accident
Dental treatment by a Dentist, which is required, performed, and completed within 52 weeks after an Accidental injury which occurred while covered under this EHC plan, for the repair or replacement of natural teeth or prosthetics. No payment will be made for temporary, duplicate, or incomplete procedures, or for correcting unsuccessful procedures.
Accidental
means caused by a direct external blow to the mouth or face
resulting in immediate damage to the natural teeth or prosthetics
and not by an object intentionally or unintentionally being placed
in the mouth.
We pay benefits based on eligible dental services and financial
limits in our current Fee schedule, and we pay the fees in our
current Fee schedule or, if applicable, the Fee guide in the
province/territory of service.

6) Medical aids and supplies provided by a medical supplier (as
approved by us)
Charges for the following services and supplies:
  a) oxygen, blood, and blood plasma
  b) ostomy and ileostomy supplies
  c) walkers, canes and cane tips, crutches, splints, casts, collars,
and trusses, but not elastic or foam supports
  d) rigid support braces and permanent prostheses (artificial eyes,
limbs, larynxes, and mastectomy forms). Myoelectrical limbs
are excluded, but we will pay the equivalent of a standard
prosthesis
  e) charges for the following items to the maximum amounts
indicated per calendar year:
      i) mastectomy brassieres.................................................$150
      ii) stump socks ..........................................................$200
  f) wigs and hairpieces required as a result of medical treatment,
injury, alopecia areata, alopecia universalis or alopecia totalis
to a lifetime maximum of $500
  g) orthopedic shoes and orthotics
      i) when prescribed by a Physician, podiatrist, or
chiropractor as medically necessary after diagnosis of the
patient, custom made orthopedic shoes (including repairs)
and modifications to stock item footwear to a maximum
in a calendar year period of $400 for an adult and $200
for a Dependent child. A custom made orthopedic shoe is
one fabricated from raw materials and specifically
designed for the patient, based on a three-dimensional
volumetric model of the patient's foot and lower leg
ii) when prescribed by a Physician, podiatrist, chiropractor, or physiotherapist as medically necessary after diagnosis (including an in person biomechanical assessment) of the patient, custom made orthotics to a maximum of $250 in a calendar year. A custom made orthotic is one fabricated from raw materials using a three-dimensional volumetric model of the patient's feet.

h) hearing aids and repairs for Dependent children only, to a maximum of $500 in a 5 calendar year period. Batteries, recharging devices, and other such accessories are not covered. Replacement will be covered only when the hearing aid cannot be repaired satisfactorily.

7) Standard durable medical equipment
   a) Preauthorization is required from us for expenses in excess of $5,000.
   b) Charges for standard durable medical equipment when rented from a medical supplier. If unavailable on a rental basis, or required for a long-term disability, purchase of these items from a provider may be considered.
   c) Repairs to purchased items. We will replace the item when it can no longer be made functional. We may request trade-in or return of replaced equipment.
   d) Reimbursement on rental equipment will be made monthly and will in no case exceed the total purchase price of similar equipment.
   e) Standard durable equipment includes:
      i) manual wheelchairs, manual type hospital beds, and necessary accessories—electric wheelchairs and hospital beds will be covered only when the patient is incapable of operating the manual equivalent, otherwise we will pay the manual equivalent.
      ii) medical heart and blood glucose monitors, and cardiac screeners.
      iii) speech processors and headsets when prescribed for profound deafness to a maximum of $4,000 in a 5 calendar year period.
      iv) bi-osteogen systems (when recommended by an orthopedic surgeon) and growth guidance systems.
v) breathing machines and appliances including respirators, compressors, percussors, suction pumps, oxygen cylinders, masks, and regulators
vi) insulin infusion pumps for diabetics—when basic methods are not feasible
vii) transcutaneous electric nerve stimulators (TENS) when prescribed for intractable pain
viii) transcutaneous electric muscle stimulators (TEMS) required when, due to an injury or illness, all muscle tone has been lost.

8) Vision Care
Charges for the purchase of eyewear when prescribed by a Physician or legally authorized optical provider and/or repair of eyewear and charges for contact lens fittings when performed by a Physician or legally authorized optical provider to a maximum of $500 every 24 months. Charges for safety goggles (plain or prescription) are not covered.

9) Eye Examinations
Charges for routine eye examinations every 2 calendar years to a maximum of $100 when performed by a Physician or legally authorized optical provider for persons between the ages of 19 and 64.

Extended Health Benefit,... Second Opinion™

This benefit offers you and your Dependents if faced with a serious medical condition, the opportunity to obtain a second medical opinion offered by one of North America's leading medical facilities: the McGill University Health Centre.

Serious medical conditions, which qualify for Second Opinion are diagnoses of the following:

1) AIDS
2) Alzheimer's disease
3) Any disease requiring amputation
4) Any life threatening illness
5) Benign brain tumor.
6) Cancer (all types)
7) Cardiovascular conditions, including heart attack (myocardial infarction), coronary bypass surgery, or aortic surgery
8) Coma
9) Deafness
10) Emphysema
11) Hip and/or knee replacement
12) Loss of speech
13) Loss of eyesight
14) Major lung and bone disorders
15) Major trauma
16) Neuro-degenerative diseases (e.g. Multiple sclerosis)
17) Paralysis
18) Parkinson's disease
19) Renal insufficiency or kidney failure
20) Severe burns
21) Stroke (Cerebrovascular accident)
22) Thrombophlebitis and embolism
23) Vital organ transplants

A medical specialist at the McGill University Health Centre reviews the patient's medical documentation and provides recommendations to the patient and their Physician. Treatment decisions are made between the patient and their Physician.

In the event that the medical specialist proposes a course of treatment outside of Canada and the patient wishes to pursue this treatment, the benefit will include coordination between the patient, their Physician and the treatment centre, and assistance, to facilitate timely transportation, accommodation and treatment. However, this benefit does not cover the cost of the travel, accommodation and treatment costs; these are the responsibility of the patient.

If you or your Dependents have been diagnosed with one of the conditions listed above, you can seek Second Opinion by calling 1-866-895-1371 (toll-free) between 9:00am and 4:00pm (Eastern or Pacific time). You will be asked for your Pacific Blue Cross group number, as shown on your ID card.
This benefit terminates:
1) for you or your Dependents when you are no longer actively employed, retired, or you reach age 70 whichever occurs first, and
2) for any Dependent who reaches age 70.

Disease Support Programs

This benefit offers you and your Dependents faced with a cancer diagnosis the opportunity to obtain tools to improve recovery and survival during and after cancer treatment. A team of Physicians and health care practitioners work with the patient to assist in recovery, improve quality of life and help prevent cancer recurrence. The programs are supported by current research and are intended to integrate with conventional treatments.

Services available, including but not limited to:
1) Support groups.
2) Tools for patient to take charge of their health.
3) Natural approaches to prevention and treatment.
4) Multidisciplinary team of Physicians and health care practitioners.
5) Individualized cancer survivorship plan.

Conditions and Limitations:
1) Diagnosis of cancer by patient's Physician.
2) The cancer diagnosis must have occurred within 24 months of referral by the Physician to the program.
3) Any service covered by the Government plan is ineligible for reimbursement.
4) The lifetime maximum benefit is $300 per covered person.

For additional information visit the website at www.inspirehealth.ca or to arrange an appointment call 604 734-7125.

Out-of-Province Non-Emergency Eligible Expenses

We will reimburse you (and your Dependents) for non-emergency Eligible expenses incurred while travelling outside your province of
residence subject to the Deductible, in-province reimbursement percentage, and maximums. We will not reimburse any expenses payable or provided under a government plan.

Out-of-Province Emergency Eligible Expenses

While travelling outside your province of residence, benefits are payable for the following Eligible expenses incurred IN AN EMERGENCY ONLY and when ordered by the attending Physician. Non-emergency continuing care, testing, treatment, and surgery, and amounts covered by any government plan and/or any other provider of health coverage are not eligible.

1) Local ambulance services when immediate transportation is required to the nearest hospital equipped to provide the treatment essential to the patient.

2) The hospital room charge and charges for services and supplies when confined as a patient or treated in a hospital, to a maximum of 90 days. If reasonably possible, we should be notified within 5 days of the patient's admission to hospital. When the patient's condition has stabilized, we have the right, with the approval of the attending Physician, to move the patient by licensed ambulance service to the hospital nearest the patient's home which is equipped and has space available to provide farther medical treatment. Where transportation would endanger the patient's health, the 90 day limit may be extended with our expressed written consent.

3) Services of a Physician and laboratory and x-ray services.

4) Prescription drugs in sufficient quantity to alleviate an acute medical condition.

5) Other emergency services and/or supplies, if we would have covered them inside your province of residence.

Emergency Travel Assistance

In emergencies which occur while you (and your Dependents) are travelling, medi-assist will coordinate the following services:

1) locate the nearest appropriate medical care
2) obtain consultative and advisory services and supervision of medical care by qualified licensed Physicians
3) investigate, arrange and coordinate medical evacuations and related transportation needs
4) arrange and coordinate the repatriation of remains
5) replace lost or stolen passports, locate qualified legal assistance and local interpreters, and other incidental aid you and/or your Dependent may require when in distress.

Your Pacific Blue Cross worldwide emergency medi-assist card provides instant information on how to contact medi-assist. Call the nearest medi-assist emergency access number listed on your card. If necessary, call collect or contact the local telephone operator for help in placing your call to medi-assist. Have your EHC ID number and medi-assist group number ready for personal identification—both numbers are required.

Exclusions

The following are not included as Eligible expenses under your EHC plan:
1) except as specifically included in this booklet: dentures or dental treatments, hearing aids, eyeglasses, contact lenses, surgical lens implants, or examinations for the prescription or fitting of any of these, x-rays, hospital coinsurance, vitamins and/or minerals, erectile dysfunction drugs, medications used to treat or replace an addiction or habituation, support stockings, orthotics, arch supports, transportation charges incurred for elective treatment and/or diagnostic procedures or for health or health examinations of any kind, and professional services of Physicians or any person who renders a professional health service in the patient's province of residence
2) general anesthetic, medications used to prevent baldness or promote hair growth, food replacements or supplements, HCG injections, drugs not approved for sale and distribution in Canada, and medications available without a prescription
3) except as specifically included in this booklet: contraceptives, drugs and supplies for smoking cessation, fertility drugs, and any drug, vaccine, item or service classified as preventive treatment or
administered for preventive purposes, and which is not specifically required for treatment of an illness or injury
4) allergy testing unless rendered by a naturopath
5) personal comfort items, items purchased for athletic use, air humidifiers and purifiers, services of Victorian Order of Nurses or graduate or licensed practical nurses, services of religious or spiritual healers, occupational therapy, services and supplies for cosmetic purposes, public ward accommodation, rest cures, and medical laboratory tests
6) charges for completion of forms or written reports, communication costs, delivery and mailing or handling charges, interest or late payment charges; non-sharable or capital costs levied by local hospitals, or charges for translating documents into English
7) any payment to a pharmacy, a Practitioner, or a Physician (demanded or received by balanced billing, extra billing or extra charging) which represents an amount in excess of the schedule of costs prescribed by the government plan
8) that portion of a claim normally covered by the government plan which has been refused on the basis that the claim was not submitted within the government plan's time limits
9) expenses incurred, outside your province of residence, due to elective treatment and/or diagnostic procedures, or complications related to such treatment
10) expenses incurred, outside your province of residence, due to therapeutic abortion, childbirth, or complications of pregnancy occurring within 2 months of the expected delivery date
11) charges incurred outside your province of residence for continuous or routine medical care normally covered by the government plan in your province of residence
12) expenses of a Dependent hospitalized at the time of enrolment
13) services performed by a Physician who is related to or resident with you or your Spouse
14) fees for ambulance services when an ambulance is called but not used
15) ambulance charges for work related illness or injury assessed by the Workers' Compensation Board to be your employer's responsibility
16) retroactive coverage and payment of any expense, including drugs that receive special authorization from PharmaCare
17) any other item not specifically included as a benefit.
Claims

1) Because we do not return receipts after the claim is processed, we suggest that you keep a photocopy of the receipts that you submit to us. We will send you a remittance statement for your records each time you submit a claim.

2) If you have Duplicate coverage, please review the Coordination of Benefits section under General Information. Two separate claim forms (one for the primary plan and one for the secondary plan) must be completed. The remittance statement from the first plan must be submitted to the second plan. Because claims information regarding the other plan is not retained on our files, be sure to provide information on the second plan on both claim forms. Incomplete claims will be returned for clarification.

3) Certain medical expenses are covered under the government plan. If you submit your claim to us before you submit your claim to the government plan, we will deduct what the government plan would normally pay (e.g. PharmaCare expenses) from your EHC claim. The balance of the EHC claim is then paid according to the plan design selected by your employer. Information for claiming PharmaCare expenses may be obtained from your pharmacist.

4) Accumulate receipts and when reasonable reimbursement is due, submit a claim as follows:
   a) Obtain a claim form from your Plan Administrator or on our website at www.pac.bluecross.ca/caresnet
   b) Follow the instructions on the claim form. To avoid delay in claims payment, please include original receipts and all other requested information with your claim. (Photocopies of receipts are acceptable only when accompanied by a claims payment statement from another carrier).
   c) We suggest you submit claims within 90 days from the date the expense was incurred. However, we must receive your claim by December 31st of the calendar year following the year in which the expense being claimed was incurred. If not, your claim will not be paid under any circumstances.
      Example: We must receive your receipts for 2010 before December 31, 2011.
d) We must receive the original claim form and original receipts. We will not accept a faxed or scanned claim form and/or receipts.
Payment of Benefits

1) We pay benefits based on dental services, financial limits and treatment frequencies in the Fee schedule. We apply reasonable and customary limits to fee items as applicable.

2) We apply the reimbursement percentage shown in the Schedule of Benefits to the fees shown in the Fee schedule/Fee guide as follows:
   a) for services performed in British Columbia or outside Canada, if your province of residence is British Columbia--the fees in the Fee schedule
   b) for services performed in Canada but outside British Columbia--the fees in the Fee guide in the province/territory of service
   c) for services performed outside Canada if your province of residence is not British Columbia--the fees in the Fee guide in your province/territory of residence.

3) Fees in excess of the amount shown in the applicable Fee schedule/Fee guide will be your responsibility.

Plan A – Basic Preventive & Restorative Services

Plan A covers services for the care and maintenance of teeth, including procedures to restore teeth to natural or normal function. Eligible expenses per person include, but are not limited to, the basic services shown below.
1) Diagnostic services
   a) examinations:
      i) complete – provided we have not paid for any other exam
         by the same Dentist in the past 6 months -1 per 3 year
         period
      ii) recall -2 per calendar year specific – 2
      iii) per calendar year consultations (as a
         iv) separate appointment)
   b) x-rays
      i) diagnostic
      ii) panoramic - 1 per 2 year period
      iii) complete mouth series - 1 per 3 year period
      All x-rays combined shall not exceed the dollar limit for a
      complete mouth series.
   c) diagnostic models- 1 set per calendar year.

2) Preventive services
   a) scaling
   b) polishing - 2 per calendar year
   c) topical application of fluoride- 2 per calendar year
   d) fixed space maintainers
   e) preventive restorative resins and pit and fissure sealants-
      combined limit of 1 per tooth in a 2 year period. No age limit.

3) Restorative services
   a) fillings to restore tooth surfaces broken down as a result of
      decay - limited to a dollar amount equal to a 5 surface filling
      per tooth in a 2 year period:
      i) amalgam (silver coloured) fillings
      ii) composite (tooth coloured) fillings 0fl permanent front
         (anterior and bicuspid) teeth only
      On permanent posterior (molar) teeth and all primary teeth, we
      pay the bonded amalgam rate for composite fillings.
   b) stainless steel crowns on: primary and permanent teeth- once
      per tooth in a 2 year period
   c) inlays or onlays- only 1 inlay or onlay on the same tooth will
      be covered in a 5 year period. Where other material would
      suffice, you will be responsible for the difference between the
      cost of the chosen material and the cost of alternative material.
4) Endodontics - for the treatment of diseases of the pulp chamber and pulp canal including, but not limited to root canals — 1 per tooth in a 5 year period.

5) Periodontics - for the treatment of diseases of the soft tissue (gum) and bone surrounding and supporting the teeth, excluding bone and tissue grafts, but including the following:
   a) occlusal adjustment and recontouring - a combined yearly limit shown in our Fee schedule
   b) root planing
   c) gingival curettage - 1 per sextant in a 5 year period
   d) osseous surgery - 1 per sextant in a 5 year period.

6) Prosthetic repairs
   a) removal, repairs, and recementation of fixed appliances
   b) rebase and reline of removable appliances - a combined limit of 1 per upper and 1 per lower prosthesis in a 2 year period
   c) tissue conditioning - 2 per upper and 2 per lower prosthesis in a 5 year period
   d) gold foil - only when used to repair existing gold restorations.

7) Surgical services
   a) extractions
   b) other routine oral surgical procedures
   c) anesthesia in conjunction with surgery shall not exceed the dollar limit shown in our Fee schedule.

**Plan B – Major Restorative Services**

You are eligible for Plan B services when your Dentist recommends replacement of your missing teeth, or reconstruction of your teeth (where basic restorative methods cannot be used satisfactorily).

Mounted x-rays and/or diagnostic casts may be required for our approval.
Plan B services include, but are not limited to, the following:

1) Prosthodontic Services
   a) removable
      i) complete upper and lower dentures
      ii) partial upper and lower dentures
   b) fixed bridges.

2) Restorative Services
   a) inlays or onlays involved in bridgework
   b) veneers
   c) crowns and related services.

3) Periodontal Appliances
   bruxing guards – 2 appliances in a 5 year period (no benefit is payable for the replacement of lost, broken, or stolen bruxing guards).

Limitations
1) Only 1 major restorative service involving the same tooth will be covered in a 5 year period.
2) Crowns and fixed bridges on permanent posterior (molar) teeth are limited to the cost of the gold restoration.
3) Only 1 upper and 1 lower denture (complete or partial) is eligible in a 5 year period.
4) No benefit is payable for the replacement of lost, broken, or stolen dentures. Broken dentures may be repaired under Plan A. Veneers,
5) Veneers, crowns, bridges, inlays, and onlays are subject to the conditions outlined in our Fee schedule. Where other material would suffice, you will be responsible for the difference between the cost of the chosen material and the cost of alternative material.

Plan C – Orthodontics

Benefits are payable for orthodontic services performed on or after the effective date of your coverage. Plan C covers orthodontic services provided to maintain, restore, or establish a functional alignment of the upper and lower teeth.
Limitations
1) The lifetime benefit maximum under Plan C is shown in the Schedule of Benefits.
2) No benefit is payable for the replacement of appliances which are lost or stolen.
3) Services done for the correction of temporomandibular joint (TMJ) dysfunction are not covered.
4) Treatment performed solely for splinting is not covered.

Emergency Treatment Outside Your Province of Residence

You are entitled to the services of a Dentist if, while travelling or on vacation outside your province of residence, you require emergency dental care. You will be reimbursed according to our Fee schedule. This will not apply to the services of a dental hygienist.

Exclusions

The following are not Eligible expenses under your dental plan:
1) items not listed in our Fee schedule and fees in excess of those listed in the Fee schedule
2) any item not specifically included as a benefit
3) charges for broken appointments, oral hygiene or nutritional instruction, completion of forms, written reports, communication costs, or charges for translating documents into English
4) procedures performed for congenital malformations or for purely cosmetic reasons
5) charges for drugs, pantographic tracings, and grafts
6) charges for implants and/or services performed in conjunction with implants, except as indicated in our Fee schedule
7) anesthesia not done in conjunction with surgery, and charges for facilities, equipment and supplies
8) charges for services related to the functioning or structure of the jaw, jaw muscles; or temporomandibular joint
9) incomplete or temporary procedures
10) recent duplication of services by the same or different Dentist
11) any extra procedure which would normally be included in the basic service performed
12) services or items which would not normally be provided, or for which no charge would be made, in the absence of dental benefits
13) travel expenses incurred to obtain dental treatment.

Claims

1) Present your ID card to your Dentist's office. It is important to ask if your dental benefits will cover the entire cost of your treatment. To avoid any misunderstanding, we suggest that your Dentist submit an outline of the proposed services to us before you start treatment. This is important especially when your Dentist is recommending extensive dental work. This will help you understand what portion of the Dentist's bill must be paid by you in the event that you wish to proceed with the treatment recommended by your Dentist.

2) We suggest that you submit claims within 90 days of the completed date of services (earlier if possible). Failure to submit a claim within the 90 day limit will not invalidate the claim if it is submitted as soon as reasonably possible. However, in no event will we pay any claim or adjustment received later than 1 year from the date the service is performed.

3) We require a separate claim form for each member of your family who has received dental services. Be sure to include the following information on the claim form:
   a) name of the Dentist
   b) name and birthdate of the person receiving the dental care
   c) your group, ID, and Dependent(s) numbers (this information is on your ID card)
   d) your home mailing address
c) Whether you have coverage through another plan. Claims information regarding the other carrier is not retained on our files. If you or your Dependents are covered by two plans, your Dentist must complete two separate dental claim forms (one for each plan). Incomplete claims will be returned for clarification.

4) Before your Dentist starts treatment, please ask them how billing is made. We may pay in either of two ways:
   a) If you have paid your Dentist directly, we will reimburse you the benefit amount when we receive:
      i) a claim form signed by the patient that is either submitted with a receipt or is signed by the dental provider showing the services performed and the fee charged, or
      ii) an electronic claim showing the services performed and the fee charged. The dental provider must have the consent of the patient on file to permit the disclosure of the patient's personal information between the provider and Pacific Blue Cross.
   b) For pay direct claims, We will pay the benefit amount to the Dentist directly for services provided under this benefit plan when We receive:
      i) a claim form showing the services performed and the fee charged, signed by the patient and the dental provider, or
      ii) an electronic claim showing the services performed and the fee charged. The dental provider must have the consent of the patient on file to permit the disclosure of the patient's personal information between the provider and Pacific Blue Cross.

5) Orthodontic Claims Procedures
   a) Receipts
      Please submit original receipts as photocopies are not accepted. Do not hold receipts until the completion of treatment.
   b) Claiming deadlines
      i) We suggest that you submit orthodontic claims within 90 days of the date the payment was due to your orthodontist (the due date).
      ii) Reimbursement is made if the complete and correct claims information is received within 1 year of the due
date. However, no benefit is payable for claims not received within 1 year of the due date.

c) Treatment plan
   i) Have your orthodontist complete the "Certified Specialist in Orthodontics Standard Information Form" (the treatment plan) before treatment starts. The treatment plan must include a brief description of treatment to be performed, a breakdown of the fees to be charged, and the estimated length of treatment.
   ii) If the payment schedule or treatment changes, we require a revised treatment plan for review.
   iii) We will retain your treatment plan on file. If we do not have your treatment plan on file we are unable to pay:
        - your initial fee/down payment
        - your monthly/quarterly fees
        - one time appliance fees
   iv) Claims for consultations, exams and records (x-rays, study models, etc.) will be reimbursed without a treatment plan on file.

d) Monthly or quarterly fees
   i) If you are paying in monthly or quarterly installments, submit receipts for the monthly or quarterly fees on a regular basis – as treatment progresses. Claims receipts received by us which are over 1 year old will not be reimbursed.
   ii) If you paid any amount to the Dentist before treatment is complete, we will allow an initial payment amount and then prorate the balance into monthly payments to you throughout the treatment plan period.
   iii) As long as your coverage is effective, monthly or quarterly reimbursements will be made to you until the dollar maximum is reached or the treatment is complete, whichever occurs first.
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PACIFIC BLUE CROSS™

Dental Claims
604 419-2300

Short-Term Disability Claims
604 419-8080

Extended Health Claims
604 419-2600

Life and Long-Term Disability Claims
604 419-8040

Toil-free
1 888 275-4672

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CARESnet™

Plan details, claim history, direct deposit information and much more. Go to [www.pac.bluecross.ca] and activate your online access.