

# **COLLECTIVE AGREEMENT**

**between**



**Simon Fraser University**

**and**



**Canadian Union of Public Employees  
Local 3338**

**April 1, 2014 to March 31, 2019**



## TABLE OF CONTENTS

ARTICLE 1 - PURPOSE.....	1
1.01 Purpose of Agreement.....	1
1.02 No Conflicting Agreement.....	1
ARTICLE 2 - DEFINITIONS .....	1
2.01 Employees.....	1
2.02 Time.....	2
ARTICLE 3 - UNION RECOGNITION and CHECKOFF OF UNION DUES.....	2
3.02 Authorization for Checkoff.....	2
3.03 Deduction of Dues .....	3
3.04 Transmittal to Union.....	3
3.05 Year-End Statement of Members' Dues Deduction .....	3
ARTICLE 4 - UNION SECURITY .....	3
4.01 No Discrimination for Union Activity .....	3
4.02 Membership Requirements .....	3
4.03 Notification by the University .....	4
4.04 Union Representatives .....	4
4.05 Observation of Picket Lines.....	5
4.06 Reductions in the Workforce .....	6
ARTICLE 5 - NEW EMPLOYEE ORIENTATION .....	6
ARTICLE 6 - UNION/UNIVERSITY RELATIONS.....	7
6.01 Union Business .....	7
6.02 Union Communications .....	7
6.03 Union Activity .....	7
ARTICLE 7 - HUMAN RIGHTS.....	10
7.01 No Discrimination.....	10
7.02 Personal Rights Protected .....	10

7.03	Access to University Personnel Files.....	11
7.04	Adverse Reports.....	11
7.05	No Harassment.....	11
7.06	Harassment Complaint Resolution Procedure .....	12
7.07	Employment Equity .....	13
	ARTICLE 8 - MANAGEMENT OF THE UNIVERSITY .....	14
	ARTICLE 9 - GRIEVANCE PROCEDURE.....	14
9.01	Standing Labour/Management Committee. ....	14
9.02	Grievances .....	14
9.03	Policy Grievance Procedure.....	15
9.04	Standard Grievance Procedure.....	15
9.05	Notice to Proceed to Arbitration .....	17
9.06	General Agreements .....	17
	ARTICLE 10 - ARBITRATION .....	17
10.01	Standard Arbitration .....	17
10.02	Expedited Arbitration .....	18
	ARTICLE 11 - SUSPENSION, TERMINATION, RESIGNATION .....	19
11.01	Definition .....	19
11.02	Progressive Discipline .....	20
11.03	Suspension .....	20
11.04	Termination.....	20
11.05	Notice or Pay in Lieu .....	20
11.06	Notice of Resignation .....	22
11.07	Wages and Benefits on Termination.....	22
11.08	Satisfactory Evidence .....	22
11.09	Reinstatement .....	22
	ARTICLE 12 - SENIORITY .....	23
12.01	Definition .....	23
12.02	Computation of Seniority.....	23

12.03	Accrual and Maintenance of Seniority.....	23
12.04	Loss of Seniority.....	24
12.05	Seniority Lists.....	24
12.06	Seniority Restored.....	24
ARTICLE 13 - VACANCIES, PROMOTIONS, PROBATION, TRANSFERS, DEMOTIONS .....		25
13.01	Employment Priority.....	25
13.02	Job Postings .....	25
13.03	Continuing Employees and Temporary Appointments.....	26
13.04	Promotion .....	27
13.05	Temporary Promotion.....	27
13.06	Demotion .....	28
13.07	Salary Adjustment.....	28
13.08	Transfer, Definition .....	28
13.09	Status Upon Movement to Temporary Position.....	29
13.10	Transfer or Promotion Outside the Bargaining Unit.....	29
13.11	Trial Period .....	29
13.12	Probationary Period .....	30
ARTICLE 14 - INVOLUNTARY TRANSFER, LAYOFF AND RECALL .....		31
14.01	Definitions .....	31
14.02	Employees to be Involuntarily Transferred or Laid Off .....	31
14.03	Notice of Intent to Layoff .....	31
14.04	Involuntary Transfer/Laid Off Procedure .....	32
14.05	Movement into a Temporary Position .....	33
14.06	Involuntary Transfer and Laid Off Notice .....	33
14.07	Salary on Involuntary Transfer .....	34
14.08	Maintenance on Laid Off List.....	34
14.09	Notice of Recall .....	34

14.10	Salary of Recalled Employee.....	35
ARTICLE 15 - JOB DESCRIPTIONS .....		35
15.01	University to Provide .....	35
15.02	Changes in Job Descriptions .....	36
15.03	Review of Job Descriptions .....	37
15.04	Job Descriptions Documentation .....	37
ARTICLE 16 - JOB SPLITTING .....		37
16.01	Entitlement.....	37
16.02	Eligibility to Participate as Non-Incumbent.....	37
16.03	Temporary Absences .....	38
16.04	Termination of Job Split .....	38
16.05	Benefits or Pay in Lieu .....	38
ARTICLE 17 - JOB RE-EVALUATION AND RECLASSIFICATION ..		38
17.01	Definition .....	38
17.02	When Re-evaluation is Appropriate.....	39
17.03	Requests for Re-evaluation .....	39
17.04	Re-evaluation Process for Employee or Union Requests.....	39
17.05	Notification of Re-evaluation Results and Documents Distribution.....	40
17.06	Salary Increase Retroactive.....	41
17.07	No Probationary Period.....	41
17.08	Salary Increase.....	41
17.09	Re-evaluation Appeals .....	41
17.10	Anomalies .....	42
17.11	Employee Eligibility .....	42
17.12	WJQ (Custom) and Pay Equity .....	42
ARTICLE 18 - BONDING.....		43
18.01	Arrangements.....	43
18.02	Bonding Pre-Condition on New Employees.....	43

18.03	Determination Prior to Transfer or Promotion.....	43
18.04	Bonding Subsequent to Employment.....	43
	ARTICLE 19 - CONTRACTING OUT .....	43
	ARTICLE 20 - USE OF UNIVERSITY FACILITIES.....	44
20.01	Facilities.....	44
20.02	Library Cards .....	44
20.03	Lounges.....	44
20.04	University Food Services Committee .....	44
20.05	Gym Membership .....	44
	ARTICLE 21 - ATTENDANCE AT UNIVERSITY FUNCTIONS .....	44
21.01	Request in Advance .....	44
21.02	Make-Up Time.....	45
21.03	Make-Up Waived.....	45
	ARTICLE 22 - EMPLOYEE TRAINING AND DEVELOPMENT .....	45
22.01	Development.....	45
22.02	Training.....	45
22.03	Training on New Equipment or Software .....	45
	ARTICLE 23 - TUITION WAIVER .....	46
23.01	Conditions and Arrangements for Employees .....	46
23.02	Graduate Program Fees.....	46
23.03	Employee Eligibility .....	46
23.04	Children and Spouses.....	46
23.05	Admission and Other Fees Not Affected .....	47
	ARTICLE 24 - HOURS OF WORK .....	47
24.01	Standard Work Day .....	47
24.02	Standard Work Week.....	47
24.03	Modified Work Week - Definition.....	47
24.04	Modified Work Week - Proposals .....	47
	ARTICLE 25 - OVERTIME.....	48

25.01	Definition .....	48
25.02	Rate of Compensation.....	49
25.03	Continuous Work Day .....	49
25.04	Overtime Work Performed at Home .....	49
25.05	Call Out.....	49
25.06	Time Off in Lieu of Payment.....	49
25.07	Unpaid Meal Period in Overtime .....	50
25.08	Paid Meal Period in Overtime.....	50
25.09	Overtime Voluntary .....	50
25.10	Standby Time.....	50
25.11	Cancellation of Call Out .....	50
25.12	Cancellation of Scheduled Overtime .....	50
25.13	Compensating Time Off for Late Overtime.....	50
ARTICLE 26 - SHIFTS AND SHIFT DIFFERENTIALS .....		51
26.01	Shift Definitions.....	51
26.02	Split Shifts .....	51
26.03	Shift Schedules .....	51
26.04	Time Between Shifts.....	52
26.05	Consecutive Days Off.....	52
26.06	Reporting Allowance for Part-Time Employees.....	52
26.07	Temporary Part-Time Employee Shift Cancellation.....	52
ARTICLE 27 - EMPLOYEES WHO INSTRUCT.....		52
ARTICLE 28 - CAR POOLS AND OTHER TRANSPORTATION .....		53
28.01	Public Transportation Not Available after Overtime or Call Out .....	53
28.02	Scheduling Regular Shifts.....	53
28.03	Escort Arrangements.....	53
28.04	Car Pools.....	54
ARTICLE 29 - PARKING .....		54



29.01	Parking Spaces .....	54
29.02	Payroll Deduction .....	54
	ARTICLE 30 - MEAL PERIODS .....	54
	ARTICLE 31 - RELIEF PERIODS (COFFEE BREAKS) .....	54
	ARTICLE 32 - PAID HOLIDAYS.....	55
32.01	Definition.....	55
32.02	List.....	55
32.03	Paid Holiday on Scheduled Day Off.....	55
32.04	Work on a Paid Holiday.....	55
32.05	Additional Religious Holidays.....	56
32.06	Employee Eligibility .....	56
	ARTICLE 33 - OFFICIAL UNIVERSITY CLOSURE .....	56
	ARTICLE 34 - ANNUAL VACATIONS .....	57
34.01	Calendar Year .....	57
34.02	Vacation Entitlement for the First Incomplete Year .....	57
34.03	Vacation Entitlement for Subsequent Years .....	57
34.04	Accumulation or "Banking" of Vacations.....	58
34.05	Vacation Flexibility .....	58
34.06	Vacation Schedule .....	58
34.07	Vacation Scheduling .....	58
34.08	Compensation for Holidays Falling Within Vacations .....	59
34.09	Vacation Pay on Retirement .....	59
34.10	Paycheques .....	59
34.11	Utilization of Sick Leave During Vacation.....	59
34.12	No Termination, Layoff or Loss of Seniority .....	59
34.13	Employee Entitlement.....	59
	ARTICLE 35 - SICK LEAVE .....	60
35.01	Seniority.....	60
35.02	Entitlement and Aggregation .....	60

35.03	Casual Illness .....	60
35.04	Extended Absence.....	61
35.05	Claim for Benefit .....	61
35.06	Notice of Absence.....	61
35.07	Chronic Absence.....	61
35.08	Medical Examinations and Certificates .....	61
35.09	Holidays During Sick Leave.....	62
35.10	Quarantine.....	62
35.11	Employee Eligibility .....	62
35.12	Medical and Dental Appointments .....	62
35.13	Long Term Absences - Continuing Part-Time Employees Not Eligible for L.T.D. Insurance.....	62
35.14	Long Term Absences - Continuing Employees Eligible for L.T.D. Insurance.....	63
35.15	Return to Work Following Long Term Absence .....	64
35.16	Subrogation.....	64
	ARTICLE 36 - MATERNITY OR PARENTAL LEAVE .....	65
36.01	Length of Leave.....	65
36.02	Notice Requirements and Commencement of Leave.....	66
36.03	Return to Work .....	66
36.04	Sick Leave .....	66
36.05	Benefits.....	67
36.06	Reimbursement Following Return to Work.....	67
36.07	Maternity or Parental Leave for Continuing Part-time Employees .....	67
	ARTICLE 37 - DAY CARE.....	67
	ARTICLE 38 - COMPASSIONATE LEAVE.....	68
38.01	Definition.....	68
38.02	Employee Eligibility .....	68
	ARTICLE 39 - ELECTIONS .....	68

ARTICLE 40 - COURT DUTY.....	68
40.01 Witness or Jury Duty .....	68
40.02 Civil Suit.....	69
40.03 Court Proceedings Against an Employee.....	69
ARTICLE 41 - CHANGE OF RESIDENCE.....	69
ARTICLE 42 - SENATE OR BOARD OF GOVERNORS APPOINTMENTS .....	69
ARTICLE 43 - PERSONAL LEAVE WITHOUT PAY .....	69
ARTICLE 44 - EXTENDED LEAVE WITHOUT PAY .....	70
44.01 Applications and Procedures.....	70
44.02 Paid Holiday During Leave .....	71
44.03 Continuance of Employee Benefits.....	71
44.04 Reimbursement Following Return to Work .....	71
ARTICLE 45 - PURCHASE AND MAINTENANCE OF FURNITURE AND EQUIPMENT.....	71
ARTICLE 46 - SAFETY AND WORKING CONDITIONS .....	71
46.01 Workers' Compensation Board Standards.....	71
46.02 University Safety Committee and Other Related Committees...71	
46.03 Accident Investigations.....	72
46.04 Unsafe Conditions.....	72
46.05 Joint Working Conditions Committee .....	72
46.06 Work Load .....	72
ARTICLE 47 - PROTECTIVE CLOTHING AND EQUIPMENT .....	72
47.01 Where Required .....	72
47.02 Repair or Replacement of Damaged Clothing .....	73
47.03 Specified Clothing to be Provided .....	73
ARTICLE 48 - TECHNOLOGICAL CHANGE .....	73
48.01 Purpose .....	73
48.02 Definition.....	73

48.03	Notice of Intent .....	74
48.04	Consultation .....	74
48.05	Notice to Employee .....	74
48.06	Retraining, Involuntary Transfer and Layoff .....	75
48.07	Severance Pay and Layoff .....	75
	ARTICLE 49 - ARTICLE HEADINGS .....	75
	ARTICLE 50 - OFF CAMPUS DUTY .....	76
50.01	Travel Accident Insurance .....	76
50.02	Travel Expenses .....	76
	ARTICLE 51 - BENEFIT PLANS .....	77
51.01	Medical Services Plan .....	77
51.02	Extended Health Benefits Plan .....	78
51.03	Dental Plan .....	78
51.04	Long Term Disability and Life Insurance Plans .....	79
51.05	Pension Plans and Retiree Benefits .....	79
51.06	Workers' Compensation .....	81
51.07	Employment Insurance .....	82
51.08	Master Agreements .....	82
51.09	Joint Benefits Committee .....	82
51.10	Benefit Statements .....	82
51.11	Liability Insurance .....	82
51.12	Employee and Family Assistance Plan .....	82
	ARTICLE 52 - TEMPORARY EMPLOYEE BENEFITS AND PAY IN LIEU OF BENEFITS .....	83
52.01	Benefit Entitlement .....	83
	ARTICLE 53 - PAYMENT OF WAGES AND WAGE RATES .....	83
53.01	Wage Schedules .....	83
53.02	Hourly Rates .....	83
	ARTICLE 54 - TERMS OF THE AGREEMENT .....	83

54.01	Effective Dates and Duration of Agreement .....	83
54.02	Changes During Duration of Agreement .....	83
54.03	Amendment to Agreement .....	84
	ARTICLE 55 - FINANCIAL INFORMATION .....	84
	APPENDIX A.....	85
	APPENDIX B.....	92
	APPENDIX C: Animal care facility, grade 1 position .....	94
	APPENDIX D.....	95
	APPENDIX E: Electronic job descriptions and apsa job postings .....	101
	APPENDIX F .....	102
	APPENDIX G.....	103
	APPENDIX H.....	104
	APPENDIX I: Regular scheduled layoffs, contemporary arts .....	106
	APPENDIX J.....	107
	APPENDIX K (NEW).....	115
	APPENDIX L (NEW) .....	117
	APPENDIX M (NEW) .....	121

ARTICLE 1 - PURPOSE

1.01 Purpose of Agreement

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

1.02 No Conflicting Agreement

No employee shall make any written or verbal contract which may conflict with this Agreement.

ARTICLE 2 - DEFINITIONS

2.01 Employees

(a) Employee: The term "employee" shall mean any person employed by the University whose position is included in the Union by:

- (i) the certification granted to the Union by the Labour Relations Board of British Columbia; or
- (ii) any decision by the Labour Relations Board of British Columbia that alters the original certification granted to the Union.

(b) Continuing Employee: A continuing employee shall mean an employee hired with no predetermined termination date.

(c) Temporary Employees: A temporary employee is an employee hired with a predetermined termination date. If temporary employment continues for longer than four (4) months of continuous employment in the same position, the employee shall be considered a "continuing employee." The benefits and pay in lieu of benefits for temporary employees will be as per Article 52.

Change(s) in position number or minor changes in job duties shall not be considered a change in position for the purpose of the definition of "continuing employee."

No full-time position shall be filled for a period of more than four (4) months by terminating and rehiring the same temporary employee, or by terminating and hiring a series of temporary employees.

Notwithstanding the preceding paragraph, in special cases, a temporary non-recurring full-time or part-time position may be created for a period of more than four (4) months but no more than twelve (12) months. Job postings for such positions shall state the predetermined termination date. The Union shall be given a written explanation of the special circumstances of each such case. Employees filling such positions will become continuing employees after four (4) months as outlined above. However, such an employee will not be eligible for involuntary transfer upon reaching her/his predetermined termination date, but she/he will be placed on the laid off list, and if the position is reopened, the employee shall be recalled to that position as outlined in Article 14.

(d) Full-Time Employee: A full-time employee shall mean an employee whose work week averages 35 hours (excluding overtime). (Includes continuing and temporary employees.)

(e) Part-Time Employee: A part-time employee shall mean an employee whose work week averages less than 35 hours (excluding overtime). (Includes continuing and temporary employees.)

## 2.02 Time

(a) "Day" shall be the period from 0001 hours to 2400 hours.

(b) "Week" shall be the period of time from 0001 hours Monday to 2400 hours the following Sunday.

(c) "Bi-weekly period" shall be a period of time consisting of two (2) consecutive calendar weeks.

(d) "Month" shall mean a calendar month.

## ARTICLE 3 - UNION RECOGNITION AND CHECKOFF OF UNION DUES

### 3.01 Union Recognition

The Union is the sole bargaining authority for all employees of the University for which the Union is certified under the Labour Code of British Columbia.

### 3.02 Authorization for Checkoff

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

3.03 Deduction of Dues

The University shall deduct Union dues and assessments bi-weekly.

3.04 Transmittal to Union

Before the fourth (4th) working day of each month, the University will forward the collected dues, by cheque, to the Treasurer of the Union, together with a detailed list of names, employee numbers, position numbers where applicable, email addresses, departments and amounts deducted.

3.05 Year-End Statement of Members' Dues Deduction

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

ARTICLE 4 - UNION SECURITY

4.01 No Discrimination for Union Activity

There shall be no discrimination against or intimidation of any employee for reasons of union membership or union activity, or for the exercise of rights provided for in this agreement or in the Labour Relations Code of British Columbia.

4.02 Membership Requirements

(a) Current Employees: Employees who were members of the Union on and after April 20, 1975 shall continue as members of the Union.

Employees who were members of the bargaining unit on April 20, 1975, but who were not members of the Union on that date shall not be required to join the Union, but shall be required to pay any dues, fees or assessments to the Union.

(b) New Employees: Employees hired after April 20, 1975 shall become Union members within two (2) weeks of their date of hire, and shall maintain membership in the Union throughout their employment.

(c) The Union shall not, without good and sufficient cause, refuse an employee applying for membership, nor suspend and expel from membership any member without cause.



4.03 Notification by the University

The University agrees to notify the Union, by electronic mail or data transfer where practicable, or else in writing, within five (5) working days, of the name, position and location of each employee who resigns or is hired, promoted, transferred, demoted, laid off, recalled, suspended or terminated.

4.04 Union Representatives

(a) Recognition: The University recognizes Stewards and other Union representatives selected by the Union for the purpose of representing employees on matters pertaining to these Articles of Agreement, and shall not discriminate against such representatives for carrying out the duties proper to their position. Shop Stewards shall be selected from members of the bargaining unit.

(b) Limitation: The number of Stewards recognized by the University shall not exceed ten (10) percent of the employees at any one time.

(c) Notification: The Union will provide the Human Resources department with a minimum of 1 week's notice of the appointment or election of an employee to any Union representative position prior to the representative performing any duties on behalf of the Union. The notification will identify the position or duty which the employee will be undertaking. If such notice is not received by Human Resources, the employee will not be given recognition as a Union representative. The one week notice period may be reduced by mutual agreement between the parties. Within one week after an employee ceases to be a Union representative, the Union shall notify Human Resources about the change in status.

(d) Responsibility: Stewards shall be granted reasonable time during regular working hours to perform their duties within their unit, without loss of pay. Such granting shall not be unreasonably withheld.

(e) Where the required arrangements have been made for time off during working hours to perform Union duties, such time off shall be given without loss of pay for:

(i) stewards to perform their duties within the unit in which they work in accordance with 4.04(d) above or in another unit at the same work site if the local steward is not available;

(ii) Union representatives who are members of a joint committee to attend any joint meetings of their committee

provided that the committee was established in order to comply with the terms of this collective agreement or was established by the University through the Executive Director, Human Resources or his designate;

(iii) any Union representative to attend a joint meeting requested by either party and agreed to by the Executive Director, Human Resources or his designate and a member of the Union Executive (excluding contract negotiations meetings which are governed by Article 6.03(g) and grievance/arbitration meetings/proceedings which are governed by Articles 9 and 10);

(iv) any Union representative to attend a joint meeting for consultations required under this collective agreement;

(v) a Union representative to meet with new employees in accordance with Article 6.03(a) provided that the meeting is at the work site where the Union representative works; and

(vi) any other situation where time off without loss of pay is specified in this collective agreement.

#### 4.05 Observation of Picket Lines

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

(b) Other Bona Fide Picket Lines: Where the picket line is a result of actions of persons other than the C.U.P.E. Local 3338 members, the C.U.P.E. Executive will advise the University whether or not they regard the picket line which has been set up as a bona fide picket line.

(c) C.U.P.E. Authorized Picket Lines: When a Union authorized picket line is to be set up, the University will be provided with a statement, giving the location, and reasons for the picket line.

(d) Insured Benefit Premiums: During the observation of picket lines, both the employee and University premium contributions to all insured benefit plans shall be paid by the University. Upon return to work, the employee shall reimburse the University for the entire amount of employee and University premium contributions by payroll deduction over the number of pay periods equal to the

number of months and/or part of a month that the employee honoured the picket line.

(e) Conditions for Illness or Injury: During the observation of picket lines, the Sick Leave provisions are suspended. If during the observation of picket lines, the twenty-six (26) week qualifying period for Long Term Disability is met, the employee may apply for Long Term Disability benefits. If following the withdrawal of picket lines, an employee is unable to return to work due to illness or injury, the employee shall be entitled to the balance of paid sick leave which has not been used for that illness or injury in accordance with Article 35 provided that the employee has not applied for Long Term Disability benefits.

(f) Essential Services: Also, during such period, any essential services which are the subject of Letters of Understanding between the parties, will be maintained.

#### 4.06 Reductions in the Workforce

The University will not reduce the workforce, through layoff or attrition, without a corresponding reduction in the workload, except in those cases where the parties to the Agreement have discussed the proposed reduction.

In the event that the workforce is being reduced, the University will provide the Union with advance written notice of any services or functions that will be discontinued.

### ARTICLE 5 - NEW EMPLOYEE ORIENTATION

- (a) All new continuing employees and new temporary employees with assignments longer than three continuous months shall attend paid orientation.
- (b) The University reserves the right to change an employee's regular schedule to accommodate the orientation time in a reasonable manner and will make every reasonable effort to provide as much notice as possible of schedule changes. With the exception of 26.02 – Split Shifts, Article 25 and 26 do not apply for the purposes of schedule changes to accommodate orientation, unless the schedule change results in the employee working longer hours above the regular work day.

ARTICLE 6 - UNION/UNIVERSITY RELATIONS

## 6.01 Union Business

Union business shall not be conducted on employees' scheduled working time, except as otherwise provided for herein.

## 6.02 Union Communications

The University will provide the following of its facilities to assist the Union with communications and the conduct of its business.

- (a) Duplicating services at cost.
- (b) Rooms for meetings at cost subject to the same conditions as other on-campus organization users.
- (c) Bulletin Boards: Up to twenty-five boards for conveying information on the business affairs of the Union.
- (d) Paid Time Off for Meetings: When the University and the Union agree that such would be of mutual benefit, paid two (2) hour meetings during working hours will be arranged for the membership.
- (e) Campus Mail: The Union shall have the right to communicate with its members through campus mail and through electronic mail. For bulk campus mailings the Union must provide the manager responsible for the Mail Room with written notice five (5) working days in advance of each mailing. The written notice on bulk mailings can be provided as an electronic message to the manager.

## 6.03 Union Activity

- (a) New Employee Information Meetings: The University agrees that a Union representative shall be allowed approximately one (1) hour to meet with new employees to explain the functions of the Union and sign new employees into the Union. This meeting will be held at the orientation in accordance with Article 5.
- (b) Executive Contacting Members at Work: Members of the local Union Executive, on matters respecting this Agreement or its administration, shall have the right:
  - (i) to make a reasonable number of phone calls and electronic messages to employees at work.

(ii) to confer privately with employees during working hours, providing they have made prior arrangements with their respective supervisors.

(c) Representatives or other advisors chosen by the Union shall have access to University premises in order to meet with Union and or University representatives. Meetings with Union Representatives during working hours are subject to prior arrangements being made with the respective supervisor. Meetings with University representatives must be arranged in advance with the Executive Director of Human Resources or his delegate.

(d) Leave of Absence for Union Office: An employee who is elected by the Local or selected by the Local to a full-time position with Local 3338 shall be granted leave of absence provided:

(i) The leave is requested by the Local in writing. Such request shall be made at least thirty (30) working days before the start of the leave to permit the employer to employ a suitable replacement.

(ii) The Local shall request in writing each year a renewal of such leave at least thirty (30) working days prior to the expiration of the leave.

(iii) It is understood the employee may return to her/his former position upon completion of her/his term of office.

(iv) An employee on leave under this Article 6.03(d), shall receive pay and benefits as provided for in this Agreement. The Union shall reimburse the employer monthly for all costs.

(v) The employee affected by the return to work of the employee on Union leave shall be placed on the laid off list.

It is agreed that any employee who is elected or selected to a full-time position with anybody with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority calculated to the date of leaving for a period up to one year. An employee must request such leave at least thirty (30) working days prior to the start of the leave. Such leave may be renewed each year on request during his or her term of office. The employee upon completion of the leave shall be placed on the laid off list.

(e) Short Term Leave for Union Business: The University agrees to grant representatives of the Union leave of absence to attend

union conventions or to perform other functions on behalf of the Union, in accordance with the provisions of this Article 6.03(e).

Employees may make requests for short term leave for union business, and such requests shall not be unreasonably denied. Such requests should be made as far in advance as possible, however it is understood that in cases of emergency, advance notice may not be possible.

The Union will be charged for salary maintenance of its representatives. Any such representative may make a request to the Union to have any pro-rated vacation adjustment (ref Article 34.03) reinstated. The Union will inform the University of any approved request and will be charged for the salary and benefit costs for any pro-rated vacation adjustment that is reinstated.

(f) Union Office: The University will endeavour to provide suitable office space for rental to the Union.

(g) Time Off for Contract Negotiations: The University shall permit time off from work for a reasonable number of negotiators on the Union negotiating team. Such time will include one-half (1/2) hour before and one-half (1/2) hour after actual negotiating time for Union caucus. Prior to the commencement of negotiations, the Union will provide the University with the names of four (4) employees who will have the right to attend all negotiating sessions. The named employees will inform their supervisors of the dates and times of negotiating sessions as they are scheduled. Additional employees who are members of the Union negotiating team will also inform their supervisors of the scheduled negotiating sessions and will request time off to attend. The granting of each request will be subject to the ability of the respective department to accommodate the time off, but granting will not be unreasonably withheld. The time spent negotiating shall be during the hours of 0900 to 1600 Monday through Friday, unless otherwise mutually agreed to by the University and the Union. The Union will be charged for salary maintenance of their negotiators. The University agrees to credit the Union at two (2) times the average hourly wage of those present, for each hour of negotiations during working hours.

(h) Union Meetings: Once each semester members may take two (2) hours off without pay from 1430 to 1630 for the sole purpose of attending a Union meeting.

In addition, once during each calendar year the Union has the right to arrange a two (2) hour lunch-time general membership meeting. The two (2) hours shall include the meal break period for all employees who attend and the remaining time off work for this meeting shall be without loss of pay. Where it is necessary to keep departments open during this period, special arrangements will be made upon mutual consent of the department head and Steward involved.

(i) No Contravening Policies: The University shall not issue any policies or procedures affecting the Union, or Union membership which contravene these Articles of Agreement. A current copy of Administrative Policy and Procedures, and AD updates as issued, will be supplied to the Union office.

#### ARTICLE 7 - HUMAN RIGHTS

##### 7.01 No Discrimination

The University and the Union agree that there will be no discrimination against any employee or prospective employee, by reason of race, colour, creed, disability, national origin, political or religious affiliation, sex, marital status, age, sexual preference or whether she/he has dependents or not. In particular, that there shall be no such discrimination in times of hiring, promotion, wages, discipline, dismissal, or any other conditions of employment.

##### 7.02 Personal Rights Protected

(a) Any requirements made of an employee shall be limited to matters concerning the work of the employee and shall be stated in the job description. Such requirements shall not be contrary to the Articles of this Agreement.

(b) An employee shall have the right to the presence of a Union representative at any interview, or confrontation, including any disciplinary or potential disciplinary meeting relating to any part of this Agreement. The management person involved shall give advance notice to the employee of the nature of the meeting.

(c) Notwithstanding the above, an employee may, without a Steward, discuss any matter with their supervisor. Such discussions shall be without prejudice.

7.03 Access to University Personnel Files

Each employee shall, upon giving reasonable notice, have access to files compiled by the University and/or its officers, where these files relate to the individual's employment. The employee shall have the right to add written comment to any document, and further shall be provided with photocopies of any documents upon request.

7.04 Adverse Reports

Within thirty (30) working days of generation or receipt, the University shall inform an employee in writing of any internal or external written reports which express dissatisfaction with the employee's work performance.

If this procedure is not followed, the report shall not become a part of the employee's record for use against her/him in regard to termination, suspension, discipline, promotion, involuntary transfer, or any other related matters.

All such reports must be copied to the employee's file in Human Resources and be available to the employee. Any employee so affected shall be given the opportunity to reply in writing, and/or have recourse through the grievance procedure. If successfully grieved, said reports will be removed from the file and/or files.

On the request of an employee, an adverse report shall be removed from the employee's file in Human Resources, provided that thirty-six (36) months have elapsed since the issuance of the report and no other adverse reports have been received.

7.05 No Harassment

(a) The Union and the University recognize the right of employees to work in an environment free from harassment.

(b) Within the limits of its jurisdiction the University undertakes to discipline any person employed by the University who engages in the harassment of an employee while she/he is on campus or elsewhere to fulfill her/his duties or responsibilities as an employee.

(c) Where a non-employee is alleged to have engaged in the harassment of an employee while the employee is on campus or elsewhere to fulfill her/his duties or responsibilities as an employee, the University will undertake to investigate the incident. Following the investigation, the University shall take such actions as it deems appropriate to resolve the problem. Where the investigation was



initiated by an employee's complaint, the University shall inform the employee of any actions taken.

(d) Harassment is defined as objectionable conduct or comment directed towards a specific person(s), which serves no legitimate work purpose, and which would be considered by a reasonable person to create an intimidating, humiliating, hostile or offensive work environment.

Discipline will not be considered harassment under this Article 7.05.

(e) Sexual harassment is defined as unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature that is known or ought reasonably to be known as unwelcome, when:

- (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or
- (iii) such conduct is persistent and/or has the effect of interfering with an individual's work performance or creating an intimidating, hostile or defensive working environment.

#### 7.06 Harassment Complaint Resolution Procedure

(a) When an employee has a harassment complaint and is seeking University action under 7.05(b) above, the complaint shall be raised with her/his own supervisor or the alleged harasser's supervisor within twenty (20) working days of the incident or awareness of the condition giving rise to the complaint. If the complaint is not settled within five (5) working days and the employee wishes to proceed with the complaint the Union shall submit it within a further thirty (30) working days as a grievance pursuant to Article 9.04, at step two (2) of the grievance process.

(b) Failing resolution of the grievance at step two, either party shall have ten (10) working days to give written notice to proceed to Arbitration. Upon receipt of such notice, the parties will mutually agree on the selection of one of the following arbitrators within ten (10) working days, Joan Gordon, Judi Korbin, Paul Love, or Vince Ready, who shall act as the sole arbitrator. In the event that the parties are unable to agree upon an arbitrator within the ten (10) working days, one shall be selected at random from the above list.

(c) Upon selection of an arbitrator, a hearing shall commence within thirty (30) working days, or at a time mutually agreed by the parties and the arbitrator. Upon the request of either party, the arbitrator may convene a meeting at any time prior to the hearing to assist the parties in settling the grievance. At such a meeting the arbitrator shall have the authority to:

- (i) investigate the difference
- (ii) define the issue in the difference, and
- (iii) make whatever recommendation deemed appropriate to resolve the difference.

(d) Where the meeting fails to resolve the difference, the arbitrator shall be seized of the matter and the grievance shall proceed to hearing.

(e) The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the completion of the hearing.

(f) The parties shall share equally the cost of the fees and expenses of the arbitrator.

(g) The expedited arbitrator shall have the same powers and authority as an arbitrator established pursuant to Article 10.01.

(h) All decisions of the arbitrator are to be limited in application to the particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

(i) The alleged harasser shall have the right to attend all joint grievance meetings and to be represented if she/he so chooses.

(j) The University, where circumstances or a medical evaluation warrant it, shall permit a complainant and the alleged harasser to limit or discontinue contact without incurring any penalty pending determination of the complaint or grievance. An employee who is a complainant or an alleged harasser will not be transferred against her/his will.

#### 7.07 Employment Equity

The University and the Union are committed to Employment Equity and furthering the progress of the University's Employment Equity program.

The Employment Equity program will not abrogate collective agreement provisions between the University and the Union.

The Union shall have a representative on the University's Employment Equity Advisory Committee.

ARTICLE 8 - MANAGEMENT OF THE UNIVERSITY

The management and direction of the working force is vested exclusively in the University except as otherwise provided for in this Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Standing Labour/Management Committee.

The University shall appoint and maintain a committee to be called the Labour Committee, one member of which shall be designated as chairperson. The University shall at all times keep the Union informed as to the individual membership of the committee. The Union shall maintain a Grievance Committee, one member of which shall be designated as chairperson. The Union shall at all times keep the University informed as to the individual membership of the committee. The two (2) parties shall together constitute a standing Labour/Management Committee which shall convene at the request of either party.

The purpose of the Labour/Management Committee shall be to discuss and attempt to settle any policy grievance, or any difference of opinion, or matters of mutual concern between the parties. Policy grievances shall be introduced to such meetings only after the Policy Grievance Procedure has been followed.

9.02 Grievances

(a) Definition: For the purpose of this Agreement, "grievance" shall mean any difference or dispute arising between the parties to this Agreement, concerning the interpretation, application, administration, operation or alleged violation of this Collective Agreement; whether between the University and any employee bound by this Agreement or between the University and the Union.

(b) No Contravening Resolution: A resolution of a grievance shall not contravene the conditions of the Articles of this Agreement nor amend this Agreement.

(c) **Arbitrable Issues:** Any issue not resolved through the Grievance Procedures shall be a matter for Arbitration.

(d) **No Stoppage of Work:** Such Grievances shall be resolved, without stoppage of work, as outlined in the Grievance Procedures.

(e) **Absence of Supervisor:** In the event that the supervisor responsible for dealing with the grievance is absent, the University will appoint an alternative officer to handle the supervisor's responsibilities as outlined in the Standard Grievance Procedure.

If the supervisor or the grievor is absent from the University for more than five (5) working days and is likely to be absent for a longer period, the University and the Union shall consult together to determine a course of action to continue the grievance.

(f) **Technical Errors:** No grievance shall be defeated merely because of a technical error in processing the grievance (e.g. wrong date, wrong article(s) cited, misspelling, etc.). If a technical error is discovered during the Grievance Procedure, the error may be corrected and the grievance will proceed.

(g) **Amendments:** Reasonable amendments mutually agreed upon in writing may be allowed at any step, the intent being that matters in dispute be dealt with in a fair and equitable manner.

#### 9.03 Policy Grievance Procedure

A grievance involving more than one (1) employee in more than one (1) department shall be considered a policy grievance. Within thirty (30) working days of an employee's or a Union representative's awareness that a grievable condition exists, whichever occurs first, a written copy of the policy grievance including the details outlined in (a), (b) and (c) of Step Two in 9.04 below will be submitted by the Union to the Executive Director, Human Resources.

Within fifteen (15) working days of the written submission of the policy grievance to the Executive Director, Human Resources, the Labour/Management Committee shall convene and shall have fifteen (15) working days to attempt a resolution of the grievance.

#### 9.04 Standard Grievance Procedure

##### STEP ONE

A grievance may be initiated at any time after the employee becomes aware that a grievable condition exists, up until thirty (30) working days from the day of awareness.

An employee who has a grievance or her/his representative shall request a Step One grievance meeting with the supervisor directly in charge of the work. The employee must be accompanied by her/his Shop Steward or a Union representative at the Step One meeting. The parties involved shall have three (3) working days in which to resolve the grievance. If the grievance is not resolved in the aforementioned time period, Step One shall be considered complete.

#### STEP TWO

Within three (3) working days of completion of Step One, the aggrieved party and her/his Shop Steward or a Union representative shall submit written copies of the Grievance to the supervisor's supervisor (hereafter referred to as the University Officer in this Article 9), the supervisor, and the Director of Employee Relations and Benefits in Human Resources.

The Union will provide a form called the Grievance Form (see Appendix B) for this purpose. The formal grievance shall include:

- (a) a description of the grievance and the incident from which the grievance arose;
- (b) an indication of the Article(s) concerned or alleged to have been violated, or difference of opinion;
- (c) the suggested appropriate remedy; and
- (d) the date and time of the step one meeting and the participants.

Within three (3) working days of the submission of the written grievance, the Shop Steward or Union representative will contact the University Officer, the supervisor, and the Director of Employee Relations and Benefits to schedule a meeting which will take place within ten (10) working days of the submission of the written grievance. The meeting will normally be attended by the employee, the Shop Steward, the Division Steward or Union representative, the supervisor, the University Officer, and the Director of Employee Relations and Benefits or another representative from Human Resources. A Union representative may substitute for either the Shop Steward or the Division Steward.

Within three (3) working days following the step two meeting, the University Officer will provide the Union with a written response to the grievance. Copies of the response to the grievance will also be provided to the grievor, the Shop Steward, the Division Steward or Union Representative, the supervisor, and the Director of Employee Relations and Benefits in Human Resources. Step two is complete

when the response from the University Officer is provided to the Union or fourteen (14) working days following the completion of step one, whichever occurs first.

9.05 Notice to Proceed to Arbitration

Failing resolution of the grievance within the appropriate grievance procedure, either party shall have thirty (30) working days to give written notice to proceed to Arbitration.

9.06 General Agreements

(a) Time Limits: The time limits prescribed for the performance of any act in the Grievance Procedure may be altered by mutual written consent of both parties and with the understanding that all time periods prescribed exclude weekends and statutory holidays.

Abandonment of grievance: If a grievance has been submitted in writing and the Union allows any of the above specified time periods to lapse without proceeding further, the grievance will be considered abandoned.

(b) Time Off to Attend: An employee shall be permitted time off with pay to attend to the adjustment of a grievance and to be present at each step of a grievance concerning that employee; whether as a grievor, witness, or Union representative. It is understood that the employee shall attend to the adjustment of a grievance only when required. The employee shall notify her/his supervisor following the conditions stated in Article 6.03(b). In the event that the supervisor is absent, the employee shall notify the appropriate alternate.

(c) Retroactive Settlements: Grievance settlements shall be applied retroactively to the date of the incident giving rise to the grievance.

(d) Union representative shall mean a bona fide member of the C.U.P.E. Local 3338 Union.

ARTICLE 10 - ARBITRATION

10.01 Standard 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 University and the Union 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.

An arbitrator shall convene a hearing as soon as possible following her/his appointment.

(b) An Arbitrator shall settle the dispute within twenty (20) working days and her/his decision shall be binding upon both parties. This time period may be waived with the mutual consent of the parties and/or the Arbitrator.

(c) Both parties of the Arbitration shall pay one-half (1/2) of the expenses of the Arbitrator.

(d) An Arbitrator shall not make any award or decision contrary to the conditions of this Agreement, or amend this Agreement.

(e) Employees shall be permitted time off to attend Arbitration proceedings that they are directly involved in; whether as a grievor, witness, or Union representative. The employee shall notify her/his supervisor following the conditions stated in Article 6.03(e). In the event that the supervisor is absent, the employee shall notify the appropriate alternate. The University agrees to maintain salaries for the grievor and one Union representative.

#### 10.02 Expedited Arbitration

(a) The parties shall determine by mutual agreement those grievances which are suitable for expedited arbitration. The expedited arbitration process shall be as outlined in 10.02 (b) through (k) below.

(b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one (1) month of the agreement to utilize the expedited process.

(c) The location of the hearing is to be agreed to between the parties.

(d) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

(e) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the Labour Relations Code. The process will be as specified in Section 103 as follows:

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement Judi Korbin, or a substitute agreed to by the parties, shall at the request of either party

- (i) investigate the difference,
- (ii) define the issue in the difference, and
- (iii) make written recommendations to resolve the difference

within 30 days of the date of receipt of the request and, for those 30 days from that date, time does not run in respect of the grievance procedure.

(f) Where mediation fails or is not appropriate, a decision will be rendered as contemplated herein and shall be binding on the parties.

(g) The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.

(h) The parties shall share equally the cost of the fees and expenses of the arbitrator.

(i) The expedited arbitrator shall have the same powers and authority as an arbitrator established pursuant to Article 10.01 above.

(j) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

(k) The expedited arbitrators, who shall act as sole arbitrators, shall be Judi Korbin, David McPhillips and Vince Ready. These arbitrators shall be assigned to cases on a rotating basis in the order in which they have been listed here. For each case, each party may decline the appointment of one arbitrator on the list. When an arbitrator(s) is declined, the next arbitrator on the list will be assigned to the case.

## ARTICLE 11 - SUSPENSION, TERMINATION, RESIGNATION

### 11.01 Definition

(a) Termination: Definition: An involuntary ending of employment.



(b) Resignation: Definition: A voluntary ending of employment.

#### 11.02 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.

Except in the case of gross misconduct, discharge will only occur after a written warning has been issued in the presence of an union representative.

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

#### 11.03 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.

#### 11.04 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.

#### 11.05 Notice or Pay in Lieu

(a) Continuing Employees Termination: Continuing employees who have passed their probationary period shall receive four (4) weeks' notice or four (4) weeks' pay in lieu of notice in the event of termination, except as outlined in 11.05(e). No notice shall be required if termination is the result of gross misconduct.

(b) Full-Time Temporary Employees Termination: A full-time temporary employee has a pre-determined termination date and

where that date remains unchanged, or where the term of employment is two (2) weeks or less no notice or pay in lieu of notice of termination will be given. If the pre-determined period of employment is greater than two (2) weeks and less than six (6) weeks and is subsequently shortened, one (1) week notice or one (1) week pay in lieu of notice of termination will be given. If the pre-determined period of employment is six (6) weeks or more and is subsequently shortened, two (2) weeks' notice or two (2) weeks' pay in lieu of notice of termination will be given except in the circumstances outlined in 11.05(e). No notice shall be required if termination is the result of gross misconduct.

(c) Part-Time Temporary Employees Termination: A part-time temporary employee has a pre-determined termination date and where that date remains unchanged, or where the term of employment is two (2) weeks or less no notice or pay in lieu of notice of termination will be given. If the pre-determined period of employment is greater than two (2) weeks and less than ten (10) weeks and is subsequently shortened, one (1) week notice or one (1) week pay in lieu of notice will be given. If the pre-determined period of employment is ten (10) weeks or more and is subsequently shortened, two (2) weeks' notice or two (2) weeks' pay in lieu of notice of termination will be given except in the circumstances outlined in 11.05(e). No notice shall be required if termination is the result of gross misconduct.

(d) Termination, Temporary Employees; Probationary Employees Termination: Where a probationary employee has worked two (2) weeks or less and is terminated, no notice of termination shall be given. Where a probationary employee has worked more than two (2) weeks but less than six (6) weeks, and is terminated, one (1) week notice or one (1) week pay in lieu of notice shall be given. Where a probationary employee has worked six (6) weeks or longer, and is terminated, two (2) weeks' notice of termination or two (2) weeks' pay in lieu of notice shall be given. No notice shall be required if termination is the result of gross misconduct.

(e) Where an employee is temporarily replacing another employee who is absent in accordance with Article 35 and the pre-determined period of employment is greater than two (2) weeks but is subsequently shortened due to the return to work of the absent employee, then the employee in the temporary replacement position will be given as much notice as the University receives from the absent employee or one (1) week notice or one (1) week pay in lieu whichever is greater.

(f) Where an employee has been working other than a set number of hours per week, the amount to be paid out in lieu shall be based on the employee's average weekly earnings excluding overtime, calculated over a period of up to eight (8) weeks prior to the date of termination.

#### 11.06 Notice of Resignation

If an employee resigns, notice will be given as far in advance as possible, but not less than ten (10) working days prior to the date of resignation. If ten (10) days notice is not given, the employee will be entitled to her/his vacation pay of five-sixths ( $5/6$ ) of a day per month less any actual vacation she/he has taken, or the minimum legal entitlement (whichever is greater). In exceptional cases this requirement for notice may be waived. An employee who has submitted notice of resignation shall not normally take any vacation during the last ten (10) working days of the notice period. An employee who submits notice of resignation shall be entitled to retract her/his notice of resignation within three (3) working days from the date she/he tendered her/his resignation.

#### 11.07 Wages and Benefits on Termination

In the case of termination or resignation, the employee shall receive all vacation entitlements and salary due to the date of termination. Wages, holiday pay and other monies due will be paid within six (6) days of the last day of employment of an employee who resigns, and on the last day of employment of an employee who is terminated.

#### 11.08 Satisfactory Evidence

In all cases of discipline including termination, the University must provide satisfactory evidence of just cause.

#### 11.09 Reinstatement

If, as a result of the Grievance Procedure, it is found that an employee has been terminated for unjust cause, that employee will be reinstated to her/his former position, or one of equal salary range, without loss of seniority, rank or benefits, and shall be compensated by the University for all wages lost retroactive to the date of termination.

ARTICLE 12 - SENIORITY

12.01 Definition

Seniority shall mean length of service with the University and shall be credited for all service prior to the certification of the bargaining unit as designated in Article 2, regardless of occupational change as provided for herein. Seniority shall operate on a bargaining unit wide basis.

12.02 Computation of Seniority

The seniority of part-time and temporary employees shall be determined on the basis of the number of months worked, i.e. 152 hours equals one (1) month. (Months determined by multiplying the number of hours in the work week by fifty-two (52), then dividing by twelve (12). This definition of month is to apply to the computation of seniority only.)

If employees move or wish to move to one of the other groups of employees as defined under Article 2.01, their total service time as recorded on the appropriate seniority list will be counted for seniority purposes.

12.03 Accrual and Maintenance of Seniority

(a) For continuing full-time and part-time employees, seniority will accrue from the first day of employment, and be maintained, as provided for herein:

(i) during sickness, accident, or leaves of absence: seniority will continue to accrue during the first six (6) months of each case of absence from work due to sickness, accident, or approved leave of absence. Seniority shall accrue for all employees in the bargaining unit when the union is on strike, honouring a bona fide picket line or during any lockout;

(ii) during layoff: seniority will continue to accrue during the first four (4) months of each case of absence from work due to layoff;

(iii) during union office: seniority will continue to accrue for the duration of the leave of absence agreed to in Article 6.03(d);

(iv) seniority maintenance: seniority shall be maintained unless, and until, lost as provided for in Article 12.04.

(b) For temporary employees, seniority shall accrue and be maintained on a temporary employees' seniority list as provided for herein.

(i) Seniority will be credited from the first day of employment and for all subsequent periods of employment provided the break between periods of employment does not exceed twelve (12) months.

(ii) Once qualified, seniority will continue to accrue as provided for in Article 12.03(a)(i), but in no case beyond the predetermined date of termination as defined in Article 2.01(c) or the date of resignation as outlined in 12.04(b).

(iii) Seniority shall be maintained until loss of seniority occurs under the provisions of Article 12.04.

#### 12.04 Loss of Seniority

Seniority shall be lost when:

(a) a period of more than twelve (12) months occurs between periods of temporary employment;

(b) an employee voluntarily resigns except as in 12.06 or except where a temporary employee resigns due to medical reasons which are supported by a medical certificate satisfactory to the University;

(c) a continuing employee is terminated unless the employee is subsequently reinstated through the Grievance Procedure;

(d) layoff over twelve (12) months;

(e) no response to a recall notice except as set out in Article 14.09(b).

(f) an employee receives severance pay in accordance with Article 14.

#### 12.05 Seniority Lists

Up-to-date lists of seniority with the University shall be sent to the Union on the first day of each semester. There shall be a separate list for temporary employees.

#### 12.06 Seniority Restored

If a continuing employee resigns and within ninety (90) days is rehired to a continuing position by the University, that employee's seniority shall be restored.

ARTICLE 13 - VACANCIES, PROMOTIONS, PROBATION,  
TRANSFERS, DEMOTIONS

13.01 Employment Priority

(a) The University shall fill vacancies from applicants within the bargaining unit, giving equal consideration to applicants currently employed, on the laid off list, and on the temporary employees' seniority list before hiring new employees, provided that such applicants having the necessary ability and qualifications are available.

(b) The parties recognize that from time to time some individuals on the temporary seniority list will not be working. These individuals may, if they wish to be considered for further temporary work, register with Human Resources indicating their availability. When filling temporary vacancies, primary consideration will be given to availability, ability and qualifications. When two or more individuals have registered for temporary work and are available and considered to have equal ability and qualifications, the individual with the greater seniority shall be appointed. Appointments to temporary part-time positions will be subject to 13.01(c) below.

(c) For temporary part-time work, the University shall, wherever possible, and without regard to seniority, give priority to students with the necessary ability and qualifications. In addition, a student who has worked in the hiring department and who has performed satisfactorily shall be given hiring priority over a student who has not worked in that department.

13.02 Job Postings

(a) Vacancies for all continuing positions shall be posted. Vacancies for all temporary positions over three (3) months shall be posted except when an employee leaves a temporary position to take another position within the University and the remaining term in the vacated position is less than four (4) months.

(b) All postings shall be posted on the Human Resources website for a minimum of five (5) working days. A copy will be sent to the Union office. Employees on the laid off list who have agreed with the University on the classifications that are within their scope shall be informed to review the Human Resources website for job postings.

(c) Each posting shall include job title, position number, salary, outline of job duties, and necessary qualifications and skills. Each Notice of Vacancy shall state "Simon Fraser University is committed to the principle of employment equity".

(d) Supervisors will use a standard format and set of questions for all applicants interviewed for a posted job.

(e) An unsuccessful applicant to a posted position shall have ten (10) working days from the date she/he becomes aware that another applicant was selected for the position to request written reasons why she/he was unsuccessful. The hiring department will respond in writing within ten (10) working days from the date of the request. Such written responses shall not be placed in the applicant's employee file in Human Resources. The time limit for requesting written reasons or for responding to a request for reasons may be extended by mutual written agreement between the University and the Union.

(f) If an unsuccessful applicant or the Union has further questions or concerns after receiving the supervisor's written reasons, then within ten (10) working days after the employee has received the written reasons, the employee or the Union may request a meeting where the supervisor, the employee and a Union representative will be present to discuss the reasons why the employee was unsuccessful. The meeting will take place within ten (10) working days of the request. The time limits in this paragraph may be extended by mutual written agreement between the University and the Union.

(g) The University shall notify the Union in writing of the discontinuation of any vacant position as soon as the decision is made to discontinue the position.

### 13.03 Continuing Employees and Temporary Appointments

(a) Except for 13.03(b), if a continuing employee is the successful applicant for a temporary vacancy, then prior to accepting the appointment the employee may submit a written request to her/his current supervisor for the opportunity to return to her/his continuing position at the end of the temporary appointment. The granting of such a request will be subject to the ability of the respective department to accommodate the temporary absence, but granting will not be unreasonably withheld.

The supervisor's response to the request will be communicated in writing to the employee prior to the commencement of the temporary appointment.

(b) Notwithstanding 13.03(a), if a non-probationary continuing employee is the successful applicant for a temporary promotion of six (6) continuous months or longer, the employee shall be able to return to her/his former continuing position at the end of that temporary assignment.

(c) 13.03 (a) and (b) shall not apply to employees on probation or a trial period.

#### 13.04 Promotion

(a) Definition: The movement of an employee from one position to another in a higher salary grade, other than by reclassification.

(b) Both parties agree:

(i) with the principle of promotion within the service of the University and,

(ii) that job opportunity shall increase in proportion to the length of service.

Promotions shall be based equally on ability, qualifications and seniority.

(c) When making promotions the University shall give primary consideration to the ability and qualifications of applicants. If after such consideration two or more applicants for a position are considered to have equal ability and qualifications, the one with the most seniority shall receive the promotion.

(d) In any arbitration, pursuant to this provision, if the Union is able to demonstrate that the senior applicant has the required ability and qualifications to perform the job, the University must establish that the grievor's ability and qualifications are not equal to those of the successful applicant.

#### 13.05 Temporary Promotion

(a) Definition: The movement of an employee from one position to another in a higher salary grade, (other than by reclassification), for a period of time after which the employee is to be returned to the position and pay rate held prior to the promotion (allowing for step increases earned through accrual of classification service during the promotion).



(b) The rate of payment for a temporary promotion shall be in accordance with the conditions of 13.07 (Salary Adjustment), and shall apply for the duration of the temporary promotion provided that the period is equal to or greater than thirty-five (35) hours.

#### 13.06 Demotion

(a) Definition: The movement of an employee from one position to another in a lower salary grade, other than by reclassification.

(b) Any employee shall have the right to apply for a vacant position in a lower salary range and classification, subject to the conditions of "promotion", Article 13.04.

#### 13.07 Salary Adjustment

(a) The salary of an employee promoted to a higher classified position shall be increased to the closest increment step in the higher pay grade that provides for a minimum increase of five (5) percent bi-weekly.

(b) Where an employee has advanced from a recognized "training" position, the employee's salary shall be increased to the closest increment step in the higher pay grade that provides for a minimum increase of five (5) percent bi-weekly.

(c) If an employee chooses to apply for, and receives, a position in a lower classification, the salary shall be that of the lower classification. The employee's classification service in her/his previous position shall apply in the lower classification.

(d) When an employee moves into a position on a continuing basis, she/he shall be given increment service credit for service in any temporary assignment in the same position provided that the temporary assignment ended no more than six (6) months prior to the start date for the continuing appointment.

#### 13.08 Transfer, Definition

(a) Definition: A change from an employee's position to another in the same salary grade via the job posting procedure or as otherwise specified in this contract, e.g. 14.04(b)(i).

(b) Any employee shall have the right to apply for a vacant position in the same salary range and classification, subject to the conditions of "promotion", Article 13.04.

13.09 Status Upon Movement to Temporary Position

An employee will be allowed to maintain her/his continuing status when the employee permanently leaves her/his continuing position and moves (voluntarily or involuntarily) into a temporary assignment. This status will apply to the first temporary assignment and only if there is no break in service between the continuing assignment and the temporary assignment.

An employee who voluntarily leaves a continuing position to move into a temporary assignment without a break in service shall have the same status as an employee who has resigned from a continuing position upon the termination of the temporary assignment (ref. Article 12.06).

13.10 Transfer or Promotion Outside the Bargaining Unit

- (a) No employee shall be transferred or promoted to a position outside the bargaining unit without her/his consent. If the employee is transferred back to a position inside the bargaining unit, seniority will have accrued during the period of transfer or promotion.
- (b) The provisions of 13.11 (b) will apply to an employee who has been transferred or promoted outside of the bargaining unit in accordance with 13.10 (a) above. The trial period in a position outside of the bargaining unit will be of a duration specified in the terms and conditions of employment governing the position into which the employee has been transferred or promoted.
- (c) Article 13.03 (b) shall apply to continuing employees who are successful applicants to positions outside of the bargaining unit.

13.11 Trial Period

(a) Definition: That initial one (1) month period in each position held by the same employee during which the employee finds whether or not the job is satisfactory, and the University finds whether or not the employee is able (or will be able with the job orientation) to meet the basic job requirements.

For a part-time employee the trial period will be one hundred and fifty-two (152) hours or two (2) months whichever is less, unless the trial period is extended in accordance with Article 13.11 (b) below.

(b) When promoted, transferred, voluntarily demoted, reinstated to a new position, involuntary transferred, or rehired through the job application procedure from the laid off list, the employee shall be on

a trial period for one (1) month, (except as in 13.11(c)). If during the trial period the employee finds the job unsatisfactory, or is unable to meet the basic job requirements, where possible, she/he shall be returned to her/his former position or to one of at least equal salary range. If no suitable vacancy exists, the employee shall be placed on the laid off list rather than terminated. The trial period may be extended by mutual agreement in writing.

(c) The trial period shall be waived where an employee is being placed into a position in which that employee has already passed the trial period.

(d) The University shall conduct bi-weekly evaluations of each continuing employee who is on a trial period. Such evaluations shall be reviewed with the employee as they are completed.

#### 13.12 Probationary Period

(a) Definition: That initial four (4) month period of service where the University finds whether or not the employee is able to meet the basic job requirements. The probationary period may be extended by mutual written agreement between the University and the Union.

(b) Continuing Employees: All continuing employees on initial hiring, (or rehiring after seniority has been lost, reference Article 12.04), will be on a four (4) month probationary period. During this time, newly hired employees shall be entitled to all the rights and privileges of this Agreement, except that the employment of such employees may be terminated at any time during the probationary period, subject to Article 11.05(d).

(c) Temporary Employees: If temporary employment continues for longer than four (4) months of unbroken service, in the same position, the employee shall be considered a "continuing employee", and her/his probationary period shall be considered completed after the first four (4) months.

(d) No employee shall have more than one probationary period as long as that employee's seniority is in effect. However, the provisions of Article 13.11 (Trial Period) shall apply.

(e) The University shall conduct bi-weekly evaluations of continuing employees who are on probation and of temporary employees whose initial appointment is greater than four (4) months. Such evaluations shall be reviewed with the employee as they are completed.

ARTICLE 14 - INVOLUNTARY TRANSFER, LAYOFF AND RECALL

## 14.01 Definitions

- (a) Layoff shall mean the discontinuance or reduction in hours of a position(s) due to lack of work or reduction or discontinuation of a service or services. The discontinuation of services may be due to the elimination of a program or programs or to inadequate funding or to technological change (ref: Article 48). Employees whose positions have been so affected shall be subject to the involuntary transfer procedure as provided in this Agreement.
- (b) Involuntary transfer shall mean a transfer due to a layoff which takes place by means other than the employee applying for and receiving a posted vacancy.
- (c) Laid off shall mean the involuntary cessation of employment due to a layoff.
- (d) Recall shall mean the direct return of an employee from the laid off list to her/his former position of employment, bypassing the job posting procedure.

## 14.02 Employees to be Involuntarily Transferred or Laid Off

The determination of which employee(s) are to be involuntarily transferred or laid off shall be made on the basis of the inverse order of seniority having regard for the nature of the remaining work and the ability of the remaining employee(s) to perform the work. If one of a number of similar positions within a faculty, department or a division of the University is to be eliminated, the employee involuntarily transferred or laid-off shall be the one with the least seniority.

## 14.03 Notice of Intent to Layoff

- (a) At least five (5) working days prior to issuing notice of intent to layoff, the University shall meet with the Union to discuss the actions being considered, the reasons for the actions, alternatives, if any, and the impact on employees. The University shall provide the Union with at least two (2) working days notice of this meeting.
- (b) Any vacancy which is or becomes available following the notice of the meeting in 14.03(a), will not be filled until it is determined that the position will not be utilized for an involuntary transfer.
- (c) The University shall give the Union and the employee(s) written notice of intent to layoff and advise the employee of the

potential of being involuntarily transferred or laid off and the severance pay the employee may be entitled to. In the case of temporary employees occupying positions which normally recur on a semester or yearly basis, they shall receive notice of termination as provided in Article 11.05. The notice of intent to layoff shall specify the reasons for the layoff. The Union shall be sent copies of all such notices.

#### 14.04 Involuntary Transfer/Laid Off Procedure

(a) A continuing employee who is impacted by a layoff shall be interviewed by Human Resources to determine the following:

- (i) Job classifications that are within her/his scope or are likely to be within her/his scope given the job orientation of the trial period.
- (ii) Departments in which she/he would prefer to work, and such expressed preferences will be considered where possible.
- (iii) If a full-time employee whose position is being reduced to part-time is electing to remain in the reduced position, utilize the involuntary transfer/laid off procedure to secure another full-time position, or remain in the reduced position and utilize the involuntary transfer/laid off procedure to secure another part-time position to make up full-time hours.
- (iv) If an employee is electing to be laid off rather than undertake an involuntary transfer.
- (v) If an employee is considering electing to receive severance pay rather than undertake an involuntary transfer or to be laid off.

(b) Within five (5) working days of receiving the written notice of intent to layoff the continuing employee whose position is being discontinued or whose hours in the position are being reduced shall elect to participate in the involuntary transfer/laid off procedure or receive severance pay.

(c) The following shall also be considered prior to determining involuntary transfers:

- (i) An employee may be involuntarily transferred to a vacancy or to replace a person with less seniority provided that the employee being involuntarily transferred either has, or will likely have, the qualifications and ability to maintain the job requirements within the trial period.

(ii) If a vacancy will be utilized as an involuntary transfer position, the posting procedures for that position will be waived.

(iii) All involuntary transfer options shall be exhausted before an employee is laid off.

(iv) No continuing employee shall be laid off as long as there are temporary employees performing work within the capabilities of that employee.

(d) When the information mentioned above has been obtained and collated, the University, in consultation with the Union, will arrange involuntary transfers so as to require the least number of employees being involuntarily transferred and laid off. Human Resources will then issue Involuntary Transfer and Laid Off Notices in accordance with the relevant articles of this Agreement. Involuntary transfers thereby necessitated shall not be subject to the Grievance Procedure provided they do not contravene the above procedure.

(e) The elapsed time between the Notice of Intent to Layoff, as described in Article 14.03 (c) and the issue of Involuntary Transfer and Laid Off Notices shall not exceed four (4) weeks.

(f) The elapsed time between the Notice of Intent to Layoff, as described in Article 14.03(c) and the issue of Notice of Severance shall not exceed two (2) weeks.

#### 14.05 Movement into a Temporary Position

An employee who is involuntarily transferred into a temporary assignment shall have the same status as an employee who is laid off from a continuing position upon the termination of the temporary assignment (ref. Article 14.08).

An employee who refuses the University's offer of involuntary transfer into a continuing position in favour of taking a temporary assignment shall be laid off upon the termination of her/his continuing assignment and shall remain on the laid-off list for twelve months from that date. The temporary assignment will not be identified as an involuntary transfer, but the employee's status will be governed by Article 13.09.

#### 14.06 Involuntary Transfer and Laid Off Notice

(a) Employees shall be given four (4) weeks notice of involuntary transfer.

(b) Should an employee on notice of layoff leave the University prior to the expiry of the time limit set out in Article 14.06(c), and her/his position is scheduled to be filled by an employee on involuntary transfer, the time limit on involuntary transfer, as set out in 14.06(a), shall be waived. Other than as provided for in this article, all layoffs and involuntary transfers will take place on expiry of the time limits provided.

(c) Employees being laid off shall be given a minimum of four (4) weeks' notice or four (4) weeks' pay in lieu of notice. In the case of irregular earnings, "payment in lieu" shall be the same as that stated for termination in Article 11.05(f). Employees laid off as a result of their position being discontinued due to technological change shall receive severance pay and notice as provided in 48.07.

#### 14.07 Salary on Involuntary Transfer

(a) Where an employee is involuntarily transferred to a position of the same salary grade level she/he shall retain her/his step level.

(b) Where an employee is involuntarily transferred to a position providing a lower pay grade, she/he will have her/his former increment step at the higher pay grade frozen until the employee's classification service in the new (lower) pay grade is sufficient to provide for a salary increase to a higher increment step in the lower pay grade.

An employee whose increment step is frozen will be eligible for any general wage increases which apply to the pay grade and the increment step at which the employee is frozen.

#### 14.08 Maintenance on Laid Off List

A laid off list shall be established and the laid off employee's name shall be placed on the list effective the day after her/his last day of employment, and shall be kept on the list for a period of two (2) years. It shall be the responsibility of the employee on the laid off list to keep the University informed of her/his current address.

#### 14.09 Notice of Recall

(a) Notice of recall shall be made by telephone, or, if this is unsuccessful, by registered mail to the last known address of the employee. A copy shall be sent to the Union.

(b) A person on the laid off list, when served recall notice, shall have seven (7) days from the mailing of the notice to reply except where extenuating circumstances such as sickness, etc. prevents the

recalled employee meeting the time limit. It is the responsibility of the recalled employee or the Union to inform the University of the extenuating circumstances within a reasonable period of the expiry of the time limit provided. Failure of the recalled employee to respond shall result in loss of seniority as provided in Article 12.04(e).

(c) If within two (2) years of the discontinuation of a position, that position is reinstated in the same department, the employee who was involuntarily transferred out of the discontinued position shall have the choice of staying in her/his present position, or transferring to the newly opened (her/his former) position bypassing the job application procedure, without loss of step increases to which the employee would have been entitled had she/he not been involuntarily transferred. If the former incumbent of the discontinued position has been laid off she/he shall be recalled to the newly opened (her/his former) position.

#### 14.10 Salary of Recalled Employee

An employee recalled as defined in Article 14.01(d) shall be returned to the step level which she/he had attained at the time of layoff and shall receive the current rate of pay for that step level.

#### 14.11 Severance Pay

An employee whose position is being discontinued or whose hours in the position are being reduced who elects severance pay shall receive six (6) weeks' pay or one (1) week's pay for each year of service up to a maximum of ten (10) years (i.e. maximum ten weeks' pay), whichever is greater.

### ARTICLE 15 - JOB DESCRIPTIONS

#### 15.01 University to Provide

(a) All positions within the bargaining unit must have a job description. The University agrees to provide:

- (i) employees with a copy of their individual job description on their date of hire, promotion, demotion or transfer and a copy of their revised job description within two (2) weeks of being written and approved by the University;
- (ii) the Union with access to the electronic job description database for job descriptions of positions in the bargaining unit and notification of new job descriptions and revised job



descriptions within two (2) weeks of being written and approved by the University.

The parties agree that such descriptions are the recognized job descriptions, unless formally changed in accordance with Article 17 or as otherwise provided for in this Article.

This requirement for a job description is not necessary where an employee is hired to a position of a shorter duration than one month provided a similar position (i.e. having no major differences) does not exist in the bargaining unit and has not existed in the past. However, if the Union feels that the terms of Agreement are being violated, the Union may request a job description for any position within the bargaining unit and the University agrees to provide the description.

(b) The list of job duties in the job description shall serve as an outline of the job. It shall be in conformity with the recognized position title and it shall not conflict with any terms of this Agreement. Job descriptions must follow a standard format and use standard terminology to describe the duties and responsibilities of the job. The minimum qualifications required to perform the work must be directly related to the duties and responsibilities of the job.

#### 15.02 Changes in Job Descriptions

(a) The University may change or modify a job description provided the changes do not violate the terms of the Agreement. If the changes to a job description are inconsistent with the current position title then the job must be reviewed under Article 17. Following a re-evaluation under Article 17, the job description and the position title shall be consistent.

If a job description is changed to the extent that the current incumbent does not have the qualifications and abilities to perform the duties of the position then either the University will offer to provide appropriate training to the incumbent to enable the employee to perform the new duties or the change in duties will be considered a deletion of the position previously described and the creation of a new position. In a case where the former position is deleted, the continuing incumbent will be eligible for the layoff and involuntary transfer procedure in accordance with Article 14.

(b) Job descriptions forwarded to the Union as set out in Article 15.01 shall be considered accepted if no request for review has been received from the Union and/or the employee within thirty (30)

working days of the date of forwarding to the Union. This time limit may be extended with the mutual consent of both parties.

Requests for review of job descriptions must be submitted to the Executive Director, Human Resources who will forward the requests to the members of the Job Description Committee within five (5) working days of receipt. The Job Description Committee shall be comprised of one (1) representative appointed by the Union and one (1) representative appointed by the University. Requests for review shall include a summary identifying where the job description is inaccurate, inconsistent or where it violates the terms of the Agreement. The Committee shall make a recommendation to the University, Union and employee to resolve the dispute within five (5) working days following their receipt of the request. The University, Union and/or employee shall have five (5) working days to accept the recommendation. If the Committee is unable to make a joint recommendation or if the Committee's recommendation is not accepted by the University, Union or employee, the dispute over the job description shall be considered a grievance commencing at step two (2) of the Standard Grievance Procedure.

#### 15.03 Review of Job Descriptions

At least once annually the employee and her/his supervisor shall conduct a joint review of the job description to determine its currency.

#### 15.04 Job Descriptions Documentation

The standard job description form cannot be revised without mutual agreement between the University and the Union.

### ARTICLE 16 - JOB SPLITTING

#### 16.01 Entitlement

The University shall allow job splitting (two (2) employees sharing one position). The details will be worked out between the employees requesting job splitting and their immediate supervisor, but the schedule of hours of work for an employee in a job split must not be less than fourteen (14) biweekly.

#### 16.02 Eligibility to Participate as Non-Incumbent

Continuing and temporary employees and individuals who are not currently employed by the University but are on the laid off list or the temporary employees' seniority list shall be eligible to

participate as non- incumbents in job splits arranged in accordance with this article provided that all of the other conditions and requirements for job splitting are met.

#### 16.03 Temporary Absences

When one of the employees in a job split (whether she/he is the incumbent or non-incumbent) is temporarily absent from the position, then if the supervisor and the employee who remains at work agree, the remaining employee will assume all or a portion of the absent employee's hours of work and duties. If the supervisor and the remaining employee do not agree, then the absence from the job split arrangement will be treated like an absence from a part-time position. The department may then, if it wishes, fill all or a portion of the hours of work and duties left by the absent employee through the normal procedures for replacement.

#### 16.04 Termination of Job Split

(a) The incumbent in a split position is entitled to terminate the job split upon three (3) months notice in writing to the supervisor, the non-incumbent and Human Resources. Upon the expiration of the notice, the non-incumbent will be terminated.

(b) If the incumbent vacates the position, with or without notice, the non-incumbent will be terminated and shall be treated the same way as a temporary employee whose appointment has ended.

(c) A non-incumbent who is terminated in accordance with (a) or (b) above, shall retain her/his seniority for a period of twelve (12) months from the date of the termination.

#### 16.05 Benefits or Pay in Lieu

The incumbent and non-incumbent in a split position shall be entitled to part-time employee benefits or pay in lieu of benefits as provided elsewhere in this agreement.

### ARTICLE 17 - JOB RE-EVALUATION AND RECLASSIFICATION

#### 17.01 Definition

Job re-evaluation consists of an evaluation and comparison of the duties and responsibilities, skills and knowledge, effort and working conditions required in a position relative to all other positions in the bargaining unit.

17.02 When Re-evaluation is Appropriate

Re-evaluation is appropriate when the duties and responsibilities, skill and knowledge, effort and working conditions of a position substantively change or when the University, Union or employee believes a position is incorrectly classified.

17.03 Requests for Re-evaluation

(a) Requests for re-evaluation may originate from the University, Union or employee. Requests originating from the University must be approved by the Dean/Director before being forwarded to Human Resources. Requests originating from the Union or employee must be forwarded by the supervisor to Human Resources within twenty (20) working days. If the request originates from the employee, the supervisor will send a copy of the request to the Union on the same day that the request is forwarded to Human Resources. Supervisors shall provide employees whose positions are undergoing re-evaluation with a copy of the standard job description form, job description writing guide and glossary of job description writing verbs.

(b) Requests must be signed and dated by the individual initiating the request and must include:

- (i) a completed Re-evaluation Request Form
- (ii) copies of existing and revised approved job descriptions in the standard format
- (iii) summary of the substantive differences between the existing and revised job descriptions
- (iv) a completed job questionnaire
- (v) list of other comparable positions, if appropriate
- (vi) suggested classification
- (vii) funding arrangements when initiated by the University

(c) Human Resources will conduct a re-evaluation which may include an interview and/or on-site visit with the employee and/or supervisor. At the request of the employee or supervisor an interview and/or on-site visit will be conducted.

17.04 Re-evaluation Process for Employee or Union Requests

(a) Prior to completing a re-evaluation initiated by an employee or the Union, Human Resources will review the revised approved job

description which was submitted to Human Resources with the request. If the review results in revisions to the submitted job description, a copy of the new revised approved job description will be forwarded to the Union by Human Resources. If the review does not result in revisions to the submitted job description, Human Resources will inform the Union in writing (via e-mail or letter) that no changes have been made to the submitted job description.

(b) The Union and/or the employee may initiate a request for review of the revised approved job description under Article 15.02(b) within thirty (30) working days following receipt of the job description or the written notice from Human Resources outlined in 17.04(a) above. The re-evaluation will not be completed until one of the following occurs:

(i) the Union notifies Human Resources in writing (via e-mail or letter) that the job description has been accepted by the Union and the employee,

(ii) the review process identified in Article 15.02(b) (including grievance and arbitration where applicable) is complete, or

(iii) thirty (30) working days have elapsed since the new revised approved job description or the written notice to the Union (under 17.04(a) above) was received by the Union and Human Resources has not received notice of acceptance or a request for a review under Article 15.02(b) from either the Union and/or the employee.

#### 17.05 Notification of Re-evaluation Results and Documents Distribution

(a) The employee will be notified by letter of the re-evaluation results within thirty (30) working days following receipt of the employee or Union re-evaluation request by Human Resources. The thirty (30) working days shall not include the period of time beginning when Human Resources forwards the new revised approved job description or the written notice of no change to the Union in accordance with 17.04(a) above, and ending when 17.04 (b)(i), (ii) or (iii) occurs. The time limit in this Article 17.05(a) may be altered by mutual consent of the parties.

(b) A copy of the revised approved job description, the re-evaluation report and any supporting documentation will be provided to the employee, the Union and the supervisor when the review is completed.

17.06 Salary Increase Retroactive

A wage increase as a result of reclassification resulting from re-evaluation will be retroactive to the date of request for the re-evaluation, unless the new duties are to begin at a future date.

17.07 No Probationary Period

If an employee's position is reclassified as a result of re-evaluation, she/he shall not be placed on probation.

17.08 Salary Increase

(a) If an employee has been performing the duties and responsibilities outlined in the revised approved job description, the salary of that employee will be increased to the same increment step in the higher pay grade (ref. Appendix D). She/he will not be placed on a trial period.

(b) If an employee will be performing the duties and responsibilities outlined in the revised approved job description at a future date, the salary of that employee will be increased to the closest increment step in the higher pay grade that provides for a minimum increase of five (5%) percent bi-weekly (ref. Appendix D). She/he may be placed on a trial period as described in Article 13.11.

17.09 Re-evaluation Appeals

(a) Where the Union or the employee believes that a position has been incorrectly classified as a result of an employee or Union initiated re-evaluation request, the employee and/or the Union shall have thirty (30) working days following receipt of the re-evaluation report referred to in Article 17.05 (b) to submit an appeal to the Executive Director, Human Resources. The employee or the Union may only appeal the differences between the authorized profile challenger responses to the WJQ Part II questions and the responses to the questions which were originally submitted by the employee or the Union as part of the re-evaluation request. The appeal must include a summary of the differences of alleged inaccuracies in the re-evaluation report with appropriate references to the revised approved job description and the job questionnaire (see Article 17.05(b)).

The Executive Director, Human Resources will acknowledge receipt of the appeal within ten (10) working days and forward the appeal and a copy of the revised approved job description, re-evaluation

report, and any supporting documentation to the Joint Re-evaluation Appeal Committee.

(b) The Joint Re-evaluation Appeal Committee will be a standing committee composed of two (2) representatives from the University and two (2) representatives from the Union. A University representative and Union representative will jointly train Committee members in the job evaluation method.

(c) The purpose of the Joint Re-evaluation Appeal Committee is to make a final and binding decision on the appeal. The Committee's decision will be supported by a rationale and shall not contravene or amend the Articles of agreement or the principles and practices of the job evaluation method.

(d) The Joint Re-evaluation Appeal Committee members shall have equal votes. If an issue cannot be resolved after two (2) meetings, a fifth mutually acceptable individual will be brought in to cast the deciding vote. The parties to this agreement shall maintain a list of "fifth" members in a Letter of Agreement.

(e) Re-evaluation Appeal Procedure

(i) The Joint Re-evaluation Appeal Committee, unless extenuating circumstances exist, shall meet within fifteen (15) days of the receipt of the appeal by the Executive Director, Human Resources.

(ii) The Joint Re-evaluation Appeal Committee shall give their decision and supporting rationale in writing to the employee, Union and Executive Director, Human Resources.

#### 17.10 Anomalies

No person will be reclassified to a lower salary grade. Anomalies will be identified and corrected when the incumbent vacates the position.

#### 17.11 Employee Eligibility

Temporary employees shall receive the starting rate of the appropriate job classification for work performed. Only continuing employees are eligible for the re-evaluation procedure as described in Article 17.01-.09.

#### 17.12 WJQ (Custom) and Pay Equity

The implementation plan for Weighted Job Questionnaire WJQ (Custom) is outlined in Appendix D to this Agreement.

## ARTICLE 18 - BONDING

### 18.01 Arrangements

If the University requires any employee to be bonded, then the University shall make arrangements with a recognized firm to bond the employee, and the University shall pay all costs attached thereto. If the University's bonding firm is not willing to issue a bond, the employee shall have the right to obtain a bond from some other reputable and recognized bonding firm, with the cost to be borne by the University, provided the cost is not greater than the cost would be if the bond were obtained by the University. In the case where the cost is greater, the employee will be responsible for the additional cost of the bond.

### 18.02 Bonding Pre-Condition on New Employees

A new employee may be hired with the provision that she/he is bondable. If said employee is unbondable, (as in Article 18.01) she/he may be dismissed without notice.

### 18.03 Determination Prior to Transfer or Promotion

The University shall determine the bondability of an employee prior to transferring or promoting the employee to a position requiring bonding. If the employee is unbondable, she/he shall not be transferred to a position requiring bonding.

### 18.04 Bonding Subsequent to Employment

Employees whose positions become bondable after the date of hire, shall, if unbondable, be transferred or promoted to a less sensitive position with no loss of pay.

## ARTICLE 19 - CONTRACTING OUT

The University will not normally contract out work normally performed by members of the bargaining unit.

Where contracting out is deemed necessary by the University, the Union will be consulted in advance. Where possible such consultation will take place at least two (2) weeks prior to the contracting out.

No employee will be terminated, laid off, or have their regularly scheduled work day or regularly scheduled work week reduced as a result of contracting out.



ARTICLE 20 - USE OF UNIVERSITY FACILITIES

20.01 Facilities

The University shall provide access for all employees to University recreational, library and food services facilities during those hours scheduled for staff or public use, providing such use does not conflict with the scheduled hours of work. Where such use conflicts with scheduled hours of work, the prior approval of the respective supervisor is required. Make-up time shall not be considered overtime.

20.02 Library Cards

All employees shall be provided, free of charge, a library card entitling the holder to the use of facilities as enjoyed by the rest of the University community. Upon retirement, an employee shall receive a renewable lifetime library card entitling her/him to all privileges as enjoyed by the rest of the University community.

20.03 Lounges

Present lounges to which employees have access shall be maintained at no less than their present level and where possible shall be improved and/or expanded. Changes to lounges and food services will be made in consultation with the Union.

20.04 University Food Services Committee

The Union will maintain membership on the University Food Services Committee.

20.05 Gym Membership

The University agrees to provide gym membership, free of charge to all employees upon application.

ARTICLE 21 - ATTENDANCE AT UNIVERSITY FUNCTIONS

21.01 Request in Advance

Where a function or activity sponsored by a University department (exclusive of events covered by Article 23) conflicts with an employee's scheduled working hours, an advance request may be made of the supervisor for time off to attend.

Unless, in the opinion of the supervisor, departmental requirements cannot be met, the request will be granted.

21.02 Make-Up Time

Approved requests are conditional on any lost time being made up. Such "make-up" time shall not be considered overtime.

21.03 Make-Up Waived

If the supervisor feels the function is job related the make-up time will be waived.

ARTICLE 22 - EMPLOYEE TRAINING AND DEVELOPMENT

22.01 Development

The University and the Union jointly respect the principles of human resource development through skill upgrading in line with career development as it relates to opportunity for advancement in the service of the University.

22.02 Training

The University shall encourage departments to provide on-the-job training for employees to upgrade their skills and knowledge as would be required for promotion within the Department. The employee may submit a request to her/his supervisor to take a course or series of courses, programs, lectures or conferences, etc. related to skill upgrading for future utilization by the department or University. Each request will be considered on its individual merits. If the request is approved, the University shall allow time off with pay and may reimburse the employee for fees and costs incurred. If training is required of an employee by a department, then all fees and expenses will be paid by the department.

22.03 Training on New Equipment or Software

Where an employee is required to use new equipment or software which is introduced into the work place, the University shall provide the employee with training on this new equipment or software. This training shall take the form of seminars prior to the arrival of the new equipment or software and/or on-the-job training after installation.

ARTICLE 23 - TUITION WAIVER

23.01 Conditions and Arrangements for Employees

The University shall waive the payment of tuition fees for eligible employees for up to nine (9) credit hours per semester of Simon Fraser University undergraduate courses taken for credit provided all the following conditions have been met:

- (a) Application is made on FAD 9-10 available from the employee's department or Human Resources.
- (b) Any necessary arrangements for time off the job have been made with the supervisor and approved in advance.
- (c) The supervisor certifies that all make-up time will be recovered.
- (d) When establishing enrollment limitations, the University will not discriminate against employees or their dependents because of their entitlement under this Article 23.

23.02 Graduate Program Fees

Employees shall receive tuition waiver for Graduate Program tuition fees on the following basis:

- (a) For each of the semesters where the full program fee is charged, tuition fees shall be waived.
- (b) Thereafter tuition fees shall be waived for the re-registration fee while in the same Graduate Program.
- (c) Otherwise, the same conditions and arrangements as outlined in 23.01 will apply.

23.03 Employee Eligibility

Only continuing employees are eligible for this benefit. Continuing part-time employees shall have their tuition waiver prorated on the basis of the normal hours worked in a bi-weekly pay period.

23.04 Children and Spouses

Children under twenty-five (25) years of age and spouses of continuing employees shall be exempt from the payment of tuition fees for any academic courses taken at Simon Fraser University subject to the following limitations and conditions:

- (a) Application must be made on FAD 9-10 available from the employee's department or Human Resources.

(b) The amount of the tuition fee waiver shall be prorated for spouses and children of part-time employees on the basis of the normal hours worked in a bi-weekly pay period.

(c) The spouse and children of an eligible employee shall retain their eligibility for tuition waiver in the event of the employee's death or retirement.

23.05 Admission and Other Fees Not Affected

Admission to any academic course or program at Simon Fraser University shall not be affected in any way by the provisions in this Article 23. Further, this Article does not exempt employees, spouses or children from any other fees which students may be required to pay nor from any other requirements students are expected to fulfill.

ARTICLE 24 - HOURS OF WORK

24.01 Standard Work Day

Standard Work Day will be seven (7) hours, exclusive of the meal period.

24.02 Standard Work Week

Standard Work Week will be thirty-five (35) hours in any five (5) consecutive days.

24.03 Modified Work Week - Definition

Modified Work Week is an organization of the hours of work agreed to by the University and the employee to provide fewer but longer working days. Any such modification will be arranged so that the total number of hours worked bi-weekly is seventy (70).

24.04 Modified Work Week - Proposals

(a) Employees may submit proposals through the immediate supervisor to the department head to establish a Modified Work Week. The supervisor shall forward the request within five (5) days of receipt. Employees presently on Modified Work Week schedules will not be required to submit proposals to remain on the Modified Work Week.

The criteria necessary for operation of the Modified Work Week are:

(i) The services provided by the department to the University will not be diminished.

(ii) No appreciable additional costs to the University will result from the implementation of the Modified Work Week.

If these criteria are met, approval of such proposals shall not be denied.

Employees shall be informed of the decision regarding proposals within fifteen (15) working days of submission. The time limit may be extended if the proposal is not adequately documented.

There will be a four (4) month trial period and if during this period the criteria are not met, the Modified Work Week may be discontinued.

If the criteria are met during the trial period the Modified Work Week will remain in operation unless changed as provided for in 24.04(b).

(b) Should the criteria in 24.04(a) cease to be met, or should changes in the hours of operation in the department require a change in the arrangement of hours comprising the Modified Work Week schedule, the department head may propose a change to the employees affected. Failing agreement between the parties concerned, the department head's proposal shall be submitted to the Modified Work Week Joint Committee for recommendations. The Modified Work Week Joint Committee shall be comprised of three representatives from the Union and three representatives from the University. The Modified Work Week Joint Committee will make recommendations on proposals, and such recommendations will be forwarded to the Dean, Director, or equivalent involved in the proposed change through the Executive Director of Human Resources. The Dean, Director, or equivalent will consider the recommendations prior to implementing any change.

## ARTICLE 25 - OVERTIME

### 25.01 Definition

Overtime is that time worked in excess of the normal or modified work day, work week or bi-weekly period which is applicable (ref: Article 24).

Overtime for part-time employees working in more than one position in a day is that time worked in excess of eight (8) continuous hours.

Scheduled overtime is overtime that has been prearranged. This does not preclude the operation of Article 25.03.

25.02 Rate of Compensation

(a) Day Shift: Compensation for overtime shall be paid at the rate of two (2) times the hourly rate for hours worked to the nearest one-quarter (1/4) hour.

(b) Other Shifts: Overtime worked in addition to a shift, other than day shift, will be paid for at two (2) times the differential rate.

25.03 Continuous Work Day

Overtime worked continuous with the work day [no unpaid break between regular shift and overtime except for the first unpaid one-half hour meal period, (25.07)] shall be paid for a minimum of one half (1/2) hour at overtime rates.

25.04 Overtime Work Performed at Home

Any overtime work which is performed by the employee at her/his residence shall be paid for a minimum of one half (1/2) hour at overtime rates.

25.05 Call Out

Employees called out to work before the beginning of, or called back after completing, a regular day's work, where such work is not continuous with the regular shift, or from a day off, shall be paid for a minimum of four (4) hours at overtime rates. In addition, if an unpaid period [other than the first unpaid one-half (1/2) hour meal period, (25.07)] occurs between the regular shift and overtime which is worked on a regular work day, such overtime shall be considered Call Out and shall be paid for a minimum of four (4) hours at overtime rates unless the employee performs the overtime work at her/his residence (ref: Article 25.04).

25.06 Time Off in Lieu of Payment

Employees working overtime may take compensatory time off, calculated at double time, in lieu of payment or a combination of time off and pay. Such arrangements will be made in consultation with the supervisor.

25.07 Unpaid Meal Period in Overtime

Employees requested to work overtime in excess of two (2) hours beyond their regular work day shall be allowed an unpaid one-half (1/2) hour meal period before, during or after the overtime work period.

25.08 Paid Meal Period in Overtime

A one-half (1/2) hour paid meal period shall be provided after every four (4) hours of overtime worked beyond the regular work day. Reasonable meal costs will be reimbursed, based on receipts.

25.09 Overtime Voluntary

The University shall endeavour to keep overtime to a minimum. Overtime shall be on a voluntary basis.

25.10 Standby Time

For each twenty-four (24) hour period accumulated "standby" time, the employee will be paid one (1) hour's pay, or time off in lieu of payment, with approval of supervisor. Employees on vacation cannot be placed on standby.

25.11 Cancellation of Call Out

Cancellation of call out, either before or after the employee starts work, will result in a four (4) hour minimum at overtime rates.

25.12 Cancellation of Scheduled Overtime

Cancellation of scheduled overtime, either before or after the employee starts work, will result in a one (1) hour minimum at overtime rates.

25.13 Compensating Time Off for Late Overtime

If an employee works more than six (6) hours of overtime continuous with a standard or modified work day then she/he will report to work the following day one (1) hour after the normal starting time for each hour worked beyond the six (6) overtime hours, with no loss in pay.

ARTICLE 26 - SHIFTS AND SHIFT DIFFERENTIALS

## 26.01 Shift Definitions

SHIFT	TIME BOUNDARIES	RATE	
		Mon. 0001- Sat. 2400	Sun. 0001-2400
DAY	0800 - 1800	reg. hrly. rate	r.h.r. + \$.60¢/hr.
AFT.	1800 - 2400	r.h.r. + \$.75/hr.	r.h.r. + \$1.25/hr.
NIGHT	0001 - 0800	r.h.r. + \$1.00/hr.	r.h.r. + \$1.50/hr.

Employees will be paid shift rate for all time worked in a shift, exclusive of meal breaks, and including rest periods. Employees working a day shift will not be eligible for shift rates where their modified work day extends beyond 1800, unless the extension is due to scheduling requirements.

## 26.02 Split Shifts

There shall be no split shifts for full-time employees. Part-time employees may elect to work split shifts.

## 26.03 Shift Schedules

(a) Shift schedules shall be posted fourteen (14) days in advance and employees will be consulted prior to any change in the shift schedule in order to determine their availability.

(b) Changes to starting times and changes to days on which work is to be performed for employees on either Standard or Modified Work Week will be implemented as in 26.03(c) and (d).

Changes in the arrangement of hours which comprise the Modified Work Week may be implemented as in 24.04.

(c) The employee may be required to make temporary changes to starting times or to days on which work will be performed in order to cover for other employees who report to the same supervisor and who are temporarily absent. The supervisor will take into account the employee's availability, as determined by consultation. Such temporary changes are subject to Temporary Promotion, Article 13.05. Such temporary changes will be for periods not to exceed four weeks duration.



(d) Changes in schedules which affect starting times by more than one hour or which affect days on which work will be performed and which exceed four weeks duration shall be subject to joint University/Union negotiations. In the event of disagreement, the schedule of starting times and days on which work is to be performed will remain as on September 7, 1977 until the disagreement is resolved by the Labour/Management Committee.

26.04 Time Between Shifts

There shall be at least twelve (12) hours between the end of work on one regular shift and the commencement of the next regular shift, unless the employee gives her/his consent in writing.

26.05 Consecutive Days Off

Shift days will be chosen so as to provide a minimum of two (2) consecutive days off, unless the employee gives her/his consent in writing. Such consent may be withdrawn by the employee with thirty (30) days' notice to the Employer.

26.06 Reporting Allowance for Part-Time Employees

Any part-time employee who is called in to work and for whom there then is no work upon arrival, and who was not notified of this fact twelve (12) hours in advance, will receive two (2) hours' pay at regular rates.

26.07 Temporary Part-Time Employee Shift Cancellation

Wherever possible, a temporary part-time employee shall be given a minimum of eight (8) hours notice of a shift cancellation. If less than eight (8) hours notice of cancellation is provided, the employee shall be given two (2) hours pay at her/his regular rate for the canceled shift.

If a supervisor or her/his designate attempts to provide notice under this article 26.07 by telephone to the most recent telephone number provided by the employee, the notice will be deemed to be served even if the employee does not answer the telephone provided that a message is left for the employee or two telephone calls are made to the number, but are not answered.

ARTICLE 27 - EMPLOYEES WHO INSTRUCT

In many positions, instruction forms a part of the job and will be part of the job description. In these cases, this component of the

position has already been included in the determination of appropriate salary range.

On occasion however, there are situations, i.e. in a workshop, seminar, or course where, because of expertise possessed, an employee may be requested to develop and present instructional material. In such instances, an additional stipend must be arranged through the department requesting the services, giving concern for the length and nature of the preparation and presentation and whether the instruction is additive or substitutive to the employee's regular responsibilities.

The employee may refuse these requests if satisfactory arrangements cannot be made.

#### ARTICLE 28 - CAR POOLS AND OTHER TRANSPORTATION

##### 28.01 Public Transportation Not Available after Overtime or Call Out

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

##### 28.02 Scheduling Regular Shifts

###### (a) Compatible with Transport:

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

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

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

##### 28.03 Escort Arrangements

Employees required to work beyond normal closing time and apprehensive about personal safety should make prior arrangements

with Traffic and Security or their supervisor for escort to their chosen form of transport.

28.04 Car Pools

The University shall assist the Union in its efforts to establish a car pool registration system and encourage employees to participate in car pools.

ARTICLE 29 - PARKING

29.01 Parking Spaces

Employees whose parking space is taken over for other purposes, shall be provided parking in the next nearest available parking lot at a rate not to exceed the previously paid rate. If the original parking space is returned to service, the original holder of that space shall have first option to regain parking rights.

29.02 Payroll Deduction

The University will implement a system of payroll deduction for parking fees. This deduction shall be mandatory for all continuing employees. Parking fees will be deducted no less than once per month. This payroll deduction will not be available to temporary employees.

ARTICLE 30 - MEAL PERIODS

The employee shall be entitled to a meal break of at least one-half (1/2) hour and normally not more than one (1) hour in each shift. Providing always that departmental requirements are met, the time of and length of the meal period shall be determined by mutual agreement between the employee and her/his immediate supervisor.

ARTICLE 31 - RELIEF PERIODS (COFFEE BREAKS)

The employees shall be entitled to two (2) paid relief periods of fifteen (15) minutes each, one such period to be taken part way through the first one-half (1/2) of the work period and the other part way through the second one-half (1/2).

The preceding notwithstanding, in some circumstances it may be appropriate for the supervisor and an employee to make other mutually agreeable arrangements for the taking of relief periods.

Where the proposed timing of relief periods results in a conflict between employees, the supervisor shall use seniority to determine who receives the preferred relief period.

This provision will not result in a shorter work day or a longer meal break on a regular basis.

## ARTICLE 32 - PAID HOLIDAYS

### 32.01 Definition

A paid or general holiday is any statutory holiday or any official University holiday (see Article 32.02).

### 32.02 List

- |                    |                  |
|--------------------|------------------|
| (a) New Year's Day | B.C. Day         |
| <u>Family Day</u>  | Labour Day       |
| Good Friday        | Thanksgiving Day |
| Easter Monday      | Remembrance Day  |
| Victoria Day       | Christmas Day    |
| Canada Day         | Boxing Day       |

(b) In addition, any other day proclaimed by the federal, provincial or municipal governments, or any other day in lieu of a statutory holiday shall be recognized as a paid holiday for all staff except for those employees who work weekend shifts. In such cases the actual paid holiday will be observed as the paid holiday rather than the day in lieu.

### 32.03 Paid Holiday on Scheduled Day Off

Where a paid holiday falls on a scheduled day off, employees shall normally receive equivalent time off, usually within the same bi-weekly pay period. Such time off will be arranged by mutual agreement between the employee and the supervisor. Should the department be unable to grant time off because of work loads then the employee shall receive pay in lieu at regular rates (i.e. the rate that would have been in effect for the shift). For continuing part-time employees also see 32.06(b) for special scheduling arrangements.

### 32.04 Work on a Paid Holiday

Where an employee works on a paid holiday, or a day provided in lieu thereof, she/he will be provided an equivalent day off or pay in lieu as outlined in 32.03 above. In addition, all hours worked will

be compensated for at overtime rates (two (2) times) based on the shift rate of pay in effect for the hours worked (see Differential Premiums, Article 26).

#### 32.05 Additional Religious Holidays

Employees who wish to observe additional religious holidays will be given leave of absence without pay.

#### 32.06 Employee Eligibility

(a) All full-time continuing employees.

(b) Part-time continuing employees shall be eligible for general holiday pay. The pay to be received shall be prorated according to the number of straight time hours which would normally have been worked by the employee in the bi-weekly period within which the general holiday falls. Where a paid holiday falls on a scheduled working day, or on a scheduled day off and the employee is taking equivalent time off (as provided in 32.03), and the time off thus provided is more than that paid for by holiday pay, the employee may elect to work extra hours to make up for the difference. The make-up time shall be arranged by mutual agreement between the employee and the supervisor and shall normally be completed within the bi-weekly pay period.

### ARTICLE 33 - OFFICIAL UNIVERSITY CLOSURE

Should the University, or an area of the University, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, acts of God, or other reasons beyond the control of the employees covered by this Agreement, employees shall receive salary maintenance during the closure. These closures shall not be considered a University holiday as in Article 32.

Those employees required to remain on duty to provide essential services shall be given the equivalent time off with such time off to be taken within the following calendar month. Should these employees be required to remain beyond their normal hours of work, the usual provisions for overtime would apply.

Employees who are requested to report for work for an afternoon or night shift which commences during a closure shall receive equivalent time off for all hours worked on the shift, with such time off to be taken within the following calendar month. Should these employees be required to remain beyond their normal hours of work, the usual provisions for overtime would apply.

ARTICLE 34 - ANNUAL VACATIONS

## 34.01 Calendar Year

For the purpose of this Agreement, the calendar year shall mean the twelve (12) month period from January 1 to December 31, inclusive.

## 34.02 Vacation Entitlement for the First Incomplete Year

For the first incomplete calendar year of service each employee shall receive a vacation credit effective the date of commencing employment with the University. Such credit shall be designated in hours and minutes and shall be calculated by multiplying one hundred and five (105) hours by the number of calendar days remaining in the year upon commencement of employment and then dividing by three hundred and sixty-five (365) (or 366 in a leap year). The vacation credit may be scheduled in the first calendar year of service or up to two-thirds (2/3) may be banked in accordance with Article 34.04, 34.05, 34.06 and 34.07.

## 34.03 Vacation Entitlement for Subsequent Years

Employees shall receive subsequent annual vacations with pay on the following basis:

- (a) Three (3) weeks in the second, third, fourth and fifth calendar years of service;
- (b) Four (4) weeks in the sixth, seventh and eighth calendar years of service;
- (c) Five (5) weeks in the ninth, tenth, eleventh, twelfth, thirteenth and fourteenth calendar years of service;
- (d) Commencing with their fifteenth calendar year of service, employees shall receive one (1) additional day of annual vacation with pay for each additional year of service to a maximum of six (6) additional days. Vacation pay in each of the above cases shall be those rates which the employee would have received if she/he had worked. For computation of vacation entitlement employees shall be deemed to be in their second calendar year on January 1, if they have had service immediately preceding that date.

Prorated Reductions: Where the employee is absent from work for more than twenty (20) working days in the calendar year (except on sick leave or maternity leave) the vacation entitlement will be prorated accordingly.

#### 34.04 Accumulation or "Banking" of Vacations

Employees shall be entitled to bank up to a maximum of two-thirds (2/3) of their vacation but must take the banked vacation in the following year. Such banked vacation will receive pay at the rates the employee would normally have received had she/he worked that period in the year in which the banked vacation is taken. Employees may bank up to one hundred percent (100%) of their vacation with consent of their supervisor.

#### 34.05 Vacation Flexibility

Other than in the first incomplete calendar year, as of January 1, each employee shall have one full calendar year's vacation entitlement available to her/him to take within that calendar year. This time of vacation is to be determined by mutual agreement between the department and the individual employee.

#### 34.06 Vacation Schedule

(a) Departments shall post or begin to circulate a schedule for employee vacation requests by no later than January 31 of each calendar year. The schedule will cover a twelve (12) month period from April 1 of the current calendar year through March 31 of the next calendar year. The vacation scheduled in the period January 1 through March 31 of the next calendar year may be vacation entitlement which is banked from the current calendar year in accordance with Article 34.04 or the vacation entitlement for the next calendar year.

(b) All of the employees affected by the schedule shall write in their requests for vacation for the twelve (12) month period by no later than March 15.

(c) Employees who fail to write in their requests for vacation by March 15 shall not be able to use their seniority under Article 34.07. Departments shall then discuss any conflicts with the employees directly affected and the employees shall revise their vacation requests accordingly.

(d) The approved vacation schedule shall be posted by no later than April 1 each year. The schedule may be changed thereafter by mutual agreement between the employee and the department.

#### 34.07 Vacation Scheduling

Scheduling of vacation shall be on the basis of seniority where there is a conflict of scheduling between employees. Employees desiring

to take holidays in broken periods shall be entitled to take their vacation subject to the requirements of their department.

34.08 Compensation for Holidays Falling Within Vacations

When a statutory or University holiday falls on or is observed during an employee's annual vacation, she/he shall be granted an additional day's vacation with full pay, for any such holiday so occurring, in addition to her/his vacation time.

34.09 Vacation Pay on Retirement

Normal retirement is on the first of the month coincident with or following the employee's sixty-fifth (65) birthday. On normal or early retirement taken in accordance with the terms of the Pension Plan for Members of the Administrative Staff each employee shall be entitled to the same vacation which she/he would have had if she/he had continued working to the end of the calendar year.

34.10 Paycheques

(a) Employees may, upon giving fifteen (15) calendar days prior written notice to their respective supervisors, receive any or all pay which would normally fall due during the period of their vacation.

(b) Vacation pay requested in advance will be in the form of a paycheque. Vacation paycheques will be made available at Payroll for pick-up by the employee at least one (1) full banking day prior to the commencement of the vacation.

34.11 Utilization of Sick Leave During Vacation

Where an employee is eligible for sick leave while she/he is on vacation there shall be, on application, special arrangements made where illness or accident can be proven. The intent of this subsection is to ensure that an employee will not lose vacation time due to some unforeseen misfortune.

34.12 No Termination, Layoff or Loss of Seniority

No employee shall be terminated, laid off, or lose seniority while she/he is on vacation.

34.13 Employee Entitlement

(a) Continuing full-time employees as set out in this Article (34).

(b) Continuing part-time employees shall receive vacation entitlement on a pro rata basis according to the number of hours worked in a standard bi-weekly pay period.



ARTICLE 35 - SICK LEAVE

35.01 Seniority

No employee shall be terminated, laid off or lose seniority because of illness or injury.

35.02 Entitlement and Aggregation

(a) Entitlement to sick leave for each illness or injury shall be based on seniority as follows:

Less than three (3) months (includes probation)

- one (1) week at one hundred percent (100%) salary.

Three (3) months but less than one (1) year

- four (4) weeks at one hundred percent (100%), then twelve (12) weeks at seventy-five percent (75%), then ten (10) weeks at sixty percent (60%) of salary.

One (1) year but less than five (5) years

- twelve (12) weeks at one hundred percent (100%), then four (4) weeks at seventy-five percent (75%), then ten (10) weeks at sixty percent (60%) of salary.

Five (5) years or more

- twenty-six (26) weeks at one hundred percent (100%) of salary.

(b) Sick leave usage for each illness or injury shall not be aggregated for a period greater than seven (7) years.

35.03 Casual Illness

Continuous absence due to illness or injury of three (3) working days or less will be called "Casual Illness", and will not require a physician's certificate except where there is excessive use or possible abuse of the Casual Illness provisions. Where there is excessive use or possible abuse of the Casual Illness provisions, medical certificates satisfactory to the University may be required. When a physician's certificate will be required for a Casual Illness absence due to a possible abuse, the supervisor will notify the employee prior to her/his return to work from the absence. In cases where there is possible abuse of the Casual Illness provisions, the supervisor may also inform the employee that physician's certificates will be required for future Casual Illness absences. When physician's certificates will be required for Casual Illness absences in a case of excessive use, the supervisor must inform the employee in advance that physician's certificates will be required for

future Casual Illness absences. All Casual Illness will be recorded on bi-weekly Time and Absence Reports.

35.04 Extended Absence

Extended Absence is more than three (3) consecutive working days absence due to illness or injury. The University may require sick leave in excess of three (3) consecutive working days to be supported by a physician's certificate, satisfactory to the University.

35.05 Claim for Benefit

All Casual Illness or Sick Leave must be supported by a Claim for Casual Illness or Sick Leave Benefit form to be presented on return from the absence. Failure to submit a claim form (with adequate physician's statements as may be required in 35.03 and 35.04 above) will result in subsequent loss of pay for the absence until such documents are provided.

35.06 Notice of Absence

For any of the above sections to be operable, an employee who is unable to come to work because of illness or injury, must advise her/his supervisor by contacting a designated telephone number, prior to the start of her/his shift, except in extenuating circumstances.

35.07 Chronic Absence

In cases of repeated absences or persistent inability to perform duties because of chronic illness, the supervisor may:

- (a) Require that the employee provide a physician's certificate.
- (b) Recommend that the employee be relieved from duty and be required to take sick leave until she/he can produce satisfactory medical evidence that she/he is again fit for regular employment.

35.08 Medical Examinations and Certificates

(a) Should the University require an employee to submit to a medical examination as a condition of employment, the employee may have the examination done by her/his doctor. The medical examination shall be at the University's expense and the employee shall receive a written copy of the doctor's report.

(b) The cost of medical examinations and physician certificates to support claims for pay under this Article are the responsibility of the employee.

35.09 Holidays During Sick Leave

When a statutory or University holiday falls within, or contiguous to a period of paid sick leave, the holiday shall not be assessed against the employee's sick leave.

35.10 Quarantine

Should an employee be placed under quarantine due to the illness of others, benefits shall be paid as sick leave.

35.11 Employee Eligibility

- (a) All full-time continuing employees.
- (b) All part-time continuing employees on a pro rata basis according to the number of hours worked in a bi-weekly pay period.

35.12 Medical and Dental Appointments

(a) Employees are encouraged to arrange medical, physiotherapy and dental appointments on their own time. Otherwise, employees may make arrangements with their supervisors for time off for such appointments with pay, providing make-up time arrangements have been made in advance. Wherever possible, such appointments should be arranged at the beginning or ending of a scheduled shift. If an employee is, or becomes ill at work and must take time off for a doctor's appointment, such time shall be considered casual sick time.

(b) Employee eligibility: provisions of this Article 35.12 apply to continuing and temporary employees.

35.13 Long Term Absences - Continuing Part-Time Employees Not Eligible for L.T.D. Insurance

(a) Where a continuing part-time employee who is not eligible for Long Term Disability (L.T.D.) insurance in accordance with Article 51.04(b), is absent for a period exceeding her/his sick leave entitlement she/he may preserve her/his employee status and seniority following the expiration of sick leave provided that:

- (i) she/he continues all applicable health and welfare benefits by paying both employee and employer premiums; and
- (ii) the absence is supported by a physician's certificate satisfactory to the University.

(b) Where employee status is maintained in accordance with 35.13 (a) and the medical prognosis is that the employee will be able to

return to her/his former position within six (6) months of the expiration of sick leave, then the employee's regular position shall be retained. If at any time during the initial sick leave or the six (6) months following sick leave the medical prognosis is that the employee will not likely be able to return to her/his position within six (6) months following sick leave, then the employee shall be permanently replaced in her/his position.

35.14 Long Term Absences - Continuing Employees Eligible for L.T.D.  
Insurance

(a) Long Term Disability (L.T.D.) Application and Maintenance of Health and Welfare Benefits: Employees who are absent for periods exceeding the twenty-six (26) weeks of sick leave entitlement and who are eligible for L.T.D. insurance in accordance with Article 51.04(b), shall be entitled to apply for L.T.D. benefits. Where an L.T.D. claim is established the University will maintain the applicable health and welfare benefits and will pay both the employee and employer premiums. Where an L.T.D. claim is not established the employee may preserve her/his employee status and seniority, as outlined hereafter, provided that:

- (i) she/he continues all applicable health and welfare benefits by paying both employee and employer premiums; and
- (ii) the absence is supported by a physician's certificate satisfactory to the University.

(b) Retain former position: If at the time of application for L.T.D. the medical prognosis is that the employee will be able to return to her/his regular position within six (6) months then her/his regular position shall be retained.

(c) Replaced in former position: If at anytime during the absence (whether during the initial twenty-six (26) weeks or at the time of application for L.T.D.) the medical prognosis is that the employee will not likely be able to return to her/his position, or if at the time of application for L.T.D. the medical prognosis is that the employee will not likely be able to return to her/his position within six (6) months, then the employee shall be permanently replaced in her/his position and the following terms shall govern:

- (i) the individual shall retain her/his employment status with the University.
- (ii) the individual's seniority shall be maintained as per Article 12.03(a).

### 35.15 Return to Work Following Long Term Absence

Where an employee has been replaced as provided in 35.13(b) or 35.14(c) above and if the employee's condition improves to the degree that she/he is able to work either full-time or part-time then:

- (i) a medical report satisfactory to the University which supports the return to work must be provided,
- (ii) the employee shall be placed in the first vacant continuing position for which the employee has the necessary qualifications and abilities,
- (iii) if at the time of return to work a continuing vacancy does not exist, the employee may be placed in a temporary position without prejudice to the application of (ii) above,
- (iv) where the position obtained under (ii) or (iii) above is at the same pay grade as the position the employee was replaced in under Article 35.13(b) or 35.14, then the employee will receive a salary at the same step level she/he was at on the last day that she/he was on sick leave,
- (v) where the position obtained under (ii) or (iii) above is at a lower pay grade than the position the employee was replaced in under Article 35.13(b) or 35.14, then the employee's salary will be frozen at the rate of pay for her/his position on the last day she/he was on sick leave, until the job obtained under (ii) or (iii) above has a wage equal to or more than the frozen rate.

### 35.16 Subrogation

Payment of sick leave or Long Term Disability in the event that the employee's illness or disability is the result of an accident or other event for which a third party may be responsible is subject to the following terms and conditions:

- (a) The employee must submit, as part of any claim, a request for a sum in respect of lost wages.
- (b) If the employee's claim in respect of lost wages is successful, the employee shall be obliged to reimburse the University the amount received from the third party or the actual sick leave benefit received, whichever is lesser.
- (c) The amount in (b) above will be reduced by a portion of the employee's legal fees as determined by the Union and the University. In the event both parties cannot agree on an appropriate

amount the matter shall be submitted to arbitration pursuant to Article 10.02.

ARTICLE 36 - MATERNITY OR PARENTAL LEAVE

Continuing full-time employees shall be entitled to the following:

36.01 Length of Leave

(a) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, the father of the child shall be entitled to both maternity and parental leave without pay.

(b) Birth Father, Adoptive Parent and Legal Guardian

(i) An employee who is the birth father, the adoptive father, the adoptive mother or the legal guardian shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall commence the leave within fifty-two weeks of the child's birth or the date the child comes within the care and custody of the employee.

(ii) An employee who is the birth father, the adoptive father, the adoptive mother or the legal guardian shall be entitled to an additional seventeen (17) consecutive weeks of personal leave without pay. The personal leave must immediately follow the parental leave.

(c) Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional five (5) consecutive weeks leave where a physician certifies the employee is unable to return to work for medical reasons related to the birth, provided however, that in no case shall the combined maternity and parental leave exceed fifty-seven (57) consecutive weeks following the commencement of such leave.

An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and if it is certified by a medical practitioner or the

agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, provided however, that in no case shall the combined parental and personal leave exceed forty-two (42) consecutive weeks following the commencement of such leave.

#### 36.02 Notice Requirements and Commencement of Leave

(a) An employee who requests parental or personal leave for the adoption or caring of a child shall be required to provide proof of adoption, legal guardianship, or birth of the child.

(b) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave or the parental and/or personal leave. (In the case of the adoption or the award of legal guardianship of a child, the employee shall provide as much notice as possible.)

(c) The employee who has been granted maternity, parental or personal leave must provide four (4) weeks notice in writing of the date she/he intends to return to work.

(d) An employee who wishes to return to work within six (6) weeks following the actual date of birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

(e) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

#### 36.03 Return to Work

(a) On resuming employment from maternity, from parental, or from personal leave the employee shall be reinstated in all respects in her/his position previously occupied by the employee.

(b) On resuming employment from maternity or from parental leave an employee shall have the leave time counted as service for all benefit entitlements and vacation purposes.

#### 36.04 Sick Leave

An employee on maternity leave shall be entitled to paid sick leave, for illnesses related to the pregnancy or birth, occurring during the leave, upon presentation of a medical certificate.

### 36.05 Benefits

(a) Benefits shall continue uninterrupted during the period of time the employee is on maternity or parental leave provided that the employee makes arrangements prior to commencing the leave to pay her/his share of the benefit premiums for that period where the premiums are cost shared.

(b) When a continuing employee takes personal leave, she/he will make arrangements to pay one hundred (100) percent of the benefit costs.

### 36.06 Reimbursement Following Return to Work

Three (3) months after an employee's return to work from maternity or parental leave the University shall reimburse in a lump sum 50% of difference between the E.I. Maternity or Parental benefit received and the employee's normal salary for the duration of the E.I. Maternity or Parental benefit period. The remaining 50% of the difference between E.I. maternity or parental leave shall be reimbursed in a lump sum six (6) months after an employee's return to work from maternity or parental leave.

### 36.07 Maternity or Parental Leave for Continuing Part-time Employees

Continuing part-time employees shall receive maternity or parental benefits on a pro rata basis according to the number of hours worked in the standard bi-weekly pay period. If a continuing part-time employee meets all eligibility requirements for E.I. Maternity or Parental benefits except for the minimum hours requirement, then three (3) months following her/his return to work she/he shall be reimbursed a lump sum of twenty (20) percent of her/his normal wages for the duration of the normal E.I. Maternity or Parental benefit period. Another twenty (20) percent of her/his normal wages for the duration of the normal E.I. Maternity or Parental benefit period shall be reimbursed in a lump sum six (6) months after an employee's return to work from maternity or parental leave.

## ARTICLE 37 - DAY CARE

The Union shall have one (1) representative who will have access to regularly scheduled monthly meetings with the Day Care Coordinator. The Union Day Care Representative shall be permitted time off from work with pay for attendance at the aforementioned meetings.



An employee with a child or children in the S.F.U. Day Care Centre may be permitted time off from work with pay for her/his "duty shift" in the Day Care Centre, with the understanding that the employee makes arrangements, with her/his supervisor, to make up the time.

#### ARTICLE 38 - COMPASSIONATE LEAVE

##### 38.01 Definition

When death or serious illness strikes a close family member or close friend of an employee, up to five (5) days compassionate leave with pay may be granted at the discretion of the supervisor.

This leave shall not be unreasonably withheld.

##### 38.02 Employee Eligibility

(a) Full-time continuing employees.

(b) Part-time continuing and temporary employees who shall receive pay on a pro rata basis according to the number of hours worked in the bi-weekly pay period immediately preceding the compassionate leave.

#### ARTICLE 39 - ELECTIONS

Employees eligible to vote in a federal, provincial, municipal or regional election, referendum, or plebiscite shall be provided sufficient time off, without loss of pay, to provide four (4) clear hours for the purpose of attending a polling centre before or following the employee's work period.

#### ARTICLE 40 - COURT DUTY

##### 40.01 Witness or Jury Duty

An employee required by subpoena, or summons, to appear as a witness or to serve as a jury member shall receive salary maintenance for that time required to be in court or at a hearing for the days on which she/he would otherwise have worked. The employee shall turn over to the University any money, other than expenses, paid to her/him by the Crown for those days the employee would normally have worked. An employee summonsed by the Union or its representatives to appear as a witness shall be granted

Personal Leave without pay for such purpose. The supervisor will be informed as far in advance as possible.

40.02 Civil Suit

When an employee is to appear either as plaintiff or defendant in a civil suit, she/he shall be allowed Personal Leave without pay for such purpose. The supervisor will be informed as far in advance as possible.

40.03 Court Proceedings Against an Employee

When an employee is charged with an offense and is required to attend a hearing or is held in custody pending hearing of charges, the employee shall be allowed Personal Leave without pay. The supervisor will be informed as far in advance as possible.

ARTICLE 41 - CHANGE OF RESIDENCE

During the term of this Agreement, continuing employees who are changing their place of residence shall be allowed leave, with pay, not exceeding one (1) day for the purpose of moving their household effects. Continuing part-time employees shall be entitled to take a whole day off; but they shall be paid on a pro rata basis according to the number of hours which would normally have been worked by the employee in the bi-weekly period within which the change of residence takes place.

ARTICLE 42 - SENATE OR BOARD OF GOVERNORS  
APPOINTMENTS

Employees elected or appointed to positions on the Senate, Board of Governors, or any other such University body shall be provided with time off with pay for attending meetings, during scheduled working hours.

If Senate or Board of Governors' meetings go beyond ten o'clock (2200 hours), such elected or appointed employees will be given four (4) hours off, with pay, the following morning.

ARTICLE 43 - PERSONAL LEAVE WITHOUT PAY

Employees may make requests for personal leave without pay, and such requests shall not be unreasonably denied. Such requests should be made as far in advance as possible, however it is

understood that in cases of personal emergency, advance notice may not be possible.

ARTICLE 44 - EXTENDED LEAVE WITHOUT PAY

44.01 Applications and Procedures

(a) An employee may apply for a personal leave of absence without pay exceeding twenty (20) working days but generally not to exceed one (1) year in length; to be granted for, but not limited to, the following:

- (i) Public Office
- (ii) Educational Purposes
- (iii) Other Personal Reasons.

(b) Applications shall be submitted to the supervisor giving twenty (20) working days notice. The supervisor will reply to such request within ten (10) working days. In cases of personal emergency, requirement of such notice may be waived. Such requests will be subject to the ability of the respective department to accommodate the leave of absence, but granting will not be unreasonably withheld.

Subject to the above, such requests will only be granted if it is the employee's clear intent to return to work at the University.

(c) An employee taking advantage of a leave of absence shall retain all rights and privileges of the contract, except as specified elsewhere in this Agreement.

(d) Upon return to work the employee shall be placed in her/his former position.

(e) A temporary employee hired to replace someone on extended leave will receive benefits and pay in lieu of benefits in accordance with Article 52. Upon return of the person on extended leave, the replacement employee shall not be able to displace another employee with less seniority, but shall be placed on the laid off list.

(f) A letter of agreement between the parties (University, Union, Employee) shall be signed covering details of the leave.

(g) Accrual of Seniority - Ref. Article 12.03.

(h) A letter of agreement signed for extended leave without pay (see 44.01(f) above) will be in effect until its expiry date.

44.02 Paid Holiday During Leave

Where a holiday falls within a period of personal leave (i.e. leave of absence without pay), a continuing employee shall receive pay for the holiday provided the employee has earned wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.

44.03 Continuance of Employee Benefits

When a continuing employee takes a leave of absence, she/he will make arrangements to pay one hundred (100) percent of the benefit costs.

44.04 Reimbursement Following Return to Work

A continuing employee returning to work from a leave of absence not exceeding four (4) months in duration, shall be reimbursed for the University's portion of the benefit package.

ARTICLE 45 - PURCHASE AND MAINTENANCE OF FURNITURE AND EQUIPMENT

The University shall consult affected employees prior to the purchase of office equipment, furniture and/or tools. The University shall keep all such equipment, furniture and tools in good working condition.

ARTICLE 46 - SAFETY AND WORKING CONDITIONS

46.01 Workers' Compensation Board Standards

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

46.02 University Safety Committee and Other Related Committees

The Union shall have at least one (1) seat on the University Safety Committee.

The Union shall have representation on other committees that concern any employee's safety and working conditions.

46.03 Accident Investigations

The Union will be notified of the time and place of any investigation which arises out of an accident involving a CUPE member. The Union may elect to have a representative in attendance.

46.04 Unsafe Conditions

After notifying her/his immediate supervisor and the University Safety Officer, an employee may refuse, without loss of pay, to work under conditions she/he considers unsafe, until the University Safety Officer has checked the condition and reported to the department and the employee(s) involved. Upon written request, a written confirmation of such oral report shall be made to the department(s) and the employee(s) involved within one (1) working day.

46.05 Joint Working Conditions Committee

The parties will form a joint committee with equal representation to review working conditions and to recommend changes to correct conditions found detrimental to the mental or physical health of an employee.

46.06 Work Load

An employee who believes that her/his workload is excessive may bring the matter to the attention of her/his supervisor. The matter shall then be investigated and where found, the employer shall remedy the situation.

ARTICLE 47 - PROTECTIVE CLOTHING AND EQUIPMENT

47.01 Where Required

The University shall provide, at no cost, protective apparel and equipment where such is required by the Workers' Compensation Board or where the University Safety Officer, the University Safety Committee, or Department of Health has determined them necessary for the personal safety of employees.

The University shall provide, at no cost, protective clothing in areas determined by the University or the Joint Working Conditions Committee to present hazards to the personal clothing of employees.

47.02 Repair or Replacement of Damaged Clothing

Where an employee's clothing is damaged or destroyed as the result of an activity required in the performance of that job; and it is determined that:

- (a) the employee was wearing the provided protective apparel
- (b) the employee was employing approved procedures and adhering to the necessary precautions considering the circumstances
- (c) it is the first occasion of such an accident with the employee, or subsequent occasion of such an accident with the employee when conditions or procedures for the performance of the job were not altered by the University
- (d) where an employee was not wearing safety apparel because none was available,

then the University shall bear the cost of repair or replacement of such clothing.

47.03 Specified Clothing to be Provided

When the University requires employees to wear specific clothing (i.e. uniforms, safety shoes, etc.) such will be provided at no cost to the employees.

ARTICLE 48 - TECHNOLOGICAL CHANGE

48.01 Purpose

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

48.02 Definition

For the purpose of this Agreement the term "technological change" shall mean:

- (a) the introduction by the University of equipment or material or methods of operation different from the equipment or material or methods of operation previously utilized; or
- (b) a change related to the introduction of this equipment or material or methods of operation;

where the change or changes as defined in (a) and (b) above affect the terms and conditions of employment of a significant number of

employees or the security of employment of one (1) or more employees.

Any employee shall be considered displaced by technological change when her/his services are no longer required in the same capacity, as a result of change in the method of operation or equipment, intended to provide the same productivity with fewer employees required to operate the department in which she/he is employed.

#### 48.03 Notice of Intent

The University shall provide the Union with written notice of intention to introduce technological change. Such notice shall be given as far in advance as possible, but not less than three (3) months prior to the intended date of implementation.

The University shall supply full and complete information to the Union in the notice including:

- (a) the nature of the change;
- (b) the date on which the University proposes to affect the change;
- (c) the approximate number, type and location of employees likely to be affected by the change;
- (d) the effects the changes may be expected to have on the employees' working conditions and terms of employment; and
- (e) all other pertinent data relating to the anticipated effects on employees.

#### 48.04 Consultation

Where the University has provided the Union with notice under 48.03 the parties will meet within ten (10) working days and shall have an additional twenty (20) working days to hold constructive and meaningful consultations in an attempt to reach agreement on solutions to the problems arising from this intended technological change prior to the intended date of implementation.

The time limits in this Article 48.04 may be altered by mutual written consent of both parties.

#### 48.05 Notice to Employee

Employees about to be displaced as a result of technological change shall be given notice of intent to layoff and shall be eligible to be

retrained, involuntarily transferred or laid off with severance pay as provided in this Agreement.

48.06 Retraining, Involuntary Transfer and Layoff

(a) Employees whose positions are discontinued or reduced under the provisions of this Article shall be eligible for retraining to equip them for the operation of such new equipment or procedure, or minimal retraining to qualify for transfer to another position. Such retraining will be provided by the University without cost and without loss of pay or loss of seniority to the affected employee(s).

(b) Where the above is not possible, the employee shall then be eligible for the involuntary transfer and laid off procedure (14.04).

48.07 Severance Pay and Layoff

(a) Employees whose positions are discontinued or reduced under the provisions of this Article and laid off shall receive thirteen (13) weeks' notice or pay in lieu of notice, plus severance pay of one (1) week's pay for each year's service up to twelve (12) years (i.e. maximum twelve (12) weeks' pay).

(b) After six (6) weeks following receipt of the laid off notice an employee may terminate employment without loss of the above benefits for the purpose of upgrading skills to attain gainful employment.

(c) Following the thirteen (13) weeks' notice or if given pay in lieu of notice the laid off employee shall be placed on the laid off list except as provided in (b) above.

(d) the severance pay to which the employee is entitled shall be paid out in bi-weekly installments equivalent to the salary received prior to being laid off, while the employee remains on the laid off list. If the employee is recalled or accepts other University employment, severance pay, if still due, will cease on the last working day prior to the commencement of such employment with the University.

ARTICLE 49 - ARTICLE HEADINGS

Headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.



ARTICLE 50 - OFF CAMPUS DUTY

## 50.01 Travel Accident Insurance

The University shall provide, without cost to the employee, travel accident insurance covering accidental death and dismemberment for employees, while they are travelling away from their work site on University business.

The coverage provided is in the principal sum of one hundred and fifty thousand dollars (\$150,000) for accidental death and dismemberment indemnity (policy details available on request). The University will provide a copy of the insurance policy to the Union.

The foregoing outline is in accordance with the provisions of the insurance contract but does not confer any contractual or other rights. All rights with respect to the benefits of an insured person will be governed solely by the policy.

## 50.02 Travel Expenses

(a) Transportation Arrangements: Employees required to travel away from their work site in the course of their duties shall have transportation arranged for them

- (i) by public carrier, using prepaid tickets, vouchers or through reimbursement
- (ii) through vehicle rental
- (iii) through use of the employee's personal vehicle with reimbursement at the rate established for the University community.

No employee on payroll on November 24, 1997 will be obligated to provide a vehicle for carrying out the duties of the position she/he occupied on that date if her/his position does not require a vehicle.

(b) Equipment Allowance: When employees are required to carry over two hundred (200) pounds of equipment in a personal vehicle, an additional five cents (\$.05) per mile will be paid.

(c) Business Insurance: When an employee operates her/his private vehicle on University business to the extent that business insurance is required by ICBC, she/he will be reimbursed for the difference between the cost of insuring the vehicle for the appropriate business coverage and the cost of insuring the vehicle for driving back and forth to work.

(d) Special Cargo Insurance: If private vehicles are required to be used to carry special cargo which requires the owner to obtain special insurance, the University will bear the additional cost of such insurance.

(e) Meals Paid: When an employee's duties away from her/his work site extend over meal breaks, those meals shall be paid for by the University within reasonable limits. Consideration must be given to food costs where the employee is working.

(f) Accommodation Paid: When an employee's duties require her/him to stay over night from her/his regular domicile, the University shall reimburse the employee for costs incurred for accommodation.

Lodging shall be single room accommodation unless this is not available.

(g) Travel Expenses Equal: When an employee is required to travel on University business, she/he will receive the same travel expenses as other members of the University community.

(h) Travel Time: Travel time shall, where possible, be during regular working hours.

(i) Other Expenses: Reasonable expenses, other than those of a personal nature, shall be reimbursed by the University.

## ARTICLE 51 - BENEFIT PLANS

### 51.01 Medical Services Plan

(a) The University will maintain the Medical Services Plan for all eligible employees. The plan is provided by the Medical Services Plan of British Columbia. Participation and coverage is in accordance with the Medical Services Act and Regulations.

(b) Continuing employees are eligible for coverage under this plan commencing on the first day of the month following employment in a continuing position or the date established by the Medical Services Plan of British Columbia, whichever is later.

(c) The University will pay the required premium for this plan and will deduct twenty-five (25) percent of the premium from the employee's pay.

#### 51.02 Extended Health Benefits Plan

- (a) The University will maintain an extended health benefits plan for all eligible employees. The operation of this plan will be governed solely by the master agreement between the University and the plan carrier.
- (b) Continuing employees who are covered by a basic medical plan are eligible for coverage under this plan commencing on first day of the month following employment in a continuing position.
- (c) The University will pay the required premium for this plan.
- (d) Eligible expenses will be subject to an annual twenty-five (25) dollars deductible. After the deductible has been satisfied, reimbursement will be eighty (80) percent. Corrective vision reimbursement is limited to a maximum payable of three hundred (300) dollars in any twenty-four (24) month period. Eligible expenses will include up to five hundred (500) dollars per year per member or dependent of fees for a podiatrist, registered clinical psychologist, or chiropractor. The lifetime maximum aggregate amount payable by the plan carrier is limited to one million (1,000,000.00) dollars per person for group extended health care benefits under all agreements with the carrier.

#### 51.03 Dental Plan

- (a) The University will maintain a dental care plan for all eligible employees. The plan will be governed solely by the master agreement between the University and the plan carrier.
- (b) Continuing employees who work a minimum of thirty-five (35) hours bi-weekly are eligible for coverage commencing on the first day of the month following three (3) months of continuous employment in a continuing position. Application for coverage must be made prior to the last day of the fifth (5th) month of continuous employment in a continuing position. New dependents must be enrolled within sixty (60) days of becoming eligible for coverage.

If an employee who is eligible for dental plan coverage elects not to join the plan or to discontinue coverage under the plan she/he must complete a dental refusal form or a dental discontinuation form available from Human Resources. If the employee is refusing or discontinuing coverage because the employee and her/his dependents are covered under another dental plan, then if coverage

under the alternate plan is lost, the employee may join the University dental plan provided that:

- (i) application to join or rejoin the University dental plan is made no later than one (1) month following the loss of coverage under the alternate plan (proof of loss of coverage must be provided to the University); and
  - (ii) the employee and her/his dependents remain eligible for coverage under the University dental plan in all other respects.
- (c) The University will pay the required premium for the dental plan and will deduct thirty (30) percent of the premium from the employee's pay.
- (d) The dental plan will provide a benefit of eighty (80) percent of Part A (basic), fifty (50) percent of Part B (major and restorative) and fifty (50) percent of Part C (orthodontia). Part C is limited to a lifetime maximum of two thousand (2000) dollars per person.

#### 51.04 Long Term Disability and Life Insurance Plans

- (a) The University shall maintain long term disability insurance and group life insurance for all eligible employees. The operation of these plans shall be governed solely by the master agreements between the University and the plan carriers.
- (b) Continuing employees who work a minimum of thirty-five (35) hours biweekly are eligible for coverage commencing on the first day of employment in a continuing position.
- (c) The University shall pay the required premiums for the long term disability insurance and the basic coverage of the group life insurance plan. Eligible employees may elect to contribute to additional benefits coverage under the group life insurance plan as provided for in the plan.
- (d) The long term disability plan will provide a benefit of seventy (70) percent of basic regular annual earnings payable after a waiting period of twenty-six (26) weeks. The basic life insurance will provide coverage equal to one (1) times basic annual earnings rounded to the next higher multiple of one thousand (1000) dollars, if not already a multiple.

#### 51.05 Pension Plans and Retiree Benefits

- (a) Canada Pension: Provisions, payment of premiums, payroll deductions, and eligibility shall be as provided by the Government of Canada Regulations.

(b) University Pension Plan:

(i) The Simon Fraser University Pension Plan for Administrative/Union Staff shall be maintained for all eligible employees.

(ii) The contributions to the basic plan shall be paid by the University for all eligible employees.

(iii) Eligible employees may elect to contribute to other benefits provided by the plan as provided for in the plan.

(iv) The operation of this plan is governed solely by the master agreement between the University and the pension plan trustees.

(v) Employees eligible: Full-time continuing employees and part-time continuing employees in accordance with the provisions of the plan.

(c) The University shall pay fifty (50) percent of premiums for the Medical Services Plan for continuing employees employed as of April 30, 2003 who retire after April 1, 1999. Employees hired May 1, 2003 or after shall not be eligible for retiree benefits. Retirees must provide payment by direct debit.

(d) The University will maintain an extended health benefits plan for employees who retire from the University. The extended health benefits plan will be governed solely by the master agreement between the University and the plan carrier.

Extended health benefits plan eligible expenses will be subject to an annual twenty-five (25) dollar deductible. After the deductible has been satisfied, reimbursement will be eighty (80) percent for eligible expenses incurred except for eligible emergency expenses incurred outside British Columbia which will be reimbursed at one hundred (100) percent. Corrective vision reimbursement is limited to a maximum payable of two hundred (200) dollars in any twenty-four (24) month period. Hearing aid reimbursement is limited to a maximum payable of five hundred (500) dollars in any sixty (60) month period. The lifetime maximum aggregate amount payable by the plan carrier is limited to one hundred and fifty thousand (150,000) dollars per person for this group extended health care benefits plan.

Employees who retire with less than ten (10) years of continuous service with the University shall pay one hundred (100) percent of the premiums for the extended health benefits plan. The University

will pay fifty (50) percent of the premiums for the extended health benefits plan for employees who retire after April 1, 1999 and who have at least ten (10) years continuous service with the University at the time of retirement. Application for coverage under the extended health benefits plan must be made within thirty (30) calendar days following termination of coverage under another extended health benefits plan and coverage must be continuous. Retirees must provide the University payment by direct debit to cover the cost of their portion of the extended health benefits plan premiums. Newly acquired dependents must be added to the retiree's coverage within sixty (60) calendar days.

(e) The University will maintain a dental care plan for employees who retire from the University. The dental care plan will be governed solely by the master agreement between the University and the plan carrier.

The dental care plan will provide a benefit of seventy (70) percent of Part A (basic) and fifty (50) percent of Part B (major and restorative). Dental care plan payments are limited to one thousand (1,000) dollars per person in each calendar year.

Employees who retire with less than ten (10) years of continuous service with the University shall pay one hundred (100) percent of the premiums for the dental care plan. The University will pay fifty (50) percent of the premiums for the dental care plan for employees who retire after April 1, 1999 and who have at least ten (10) years continuous service with the University at the time of retirement. Application for coverage under the dental care plan must be made within thirty (30) calendar days following termination of coverage under another dental care plan and coverage must be continuous. Retirees must provide the University payment by direct debit to cover the cost of their portion of the dental care plan premiums. Newly acquired dependents must be added to the retiree's coverage within sixty (60) calendar days.

#### 51.06 Workers' Compensation

(a) Employee eligibility and premiums are as provided for in Government of British Columbia Regulations covering Workers' Compensation.

(b) Employees who are absent from work for an illness or injury which may be covered by the Workers' Compensation Board will have their salary maintained in accordance with Article 35 - Sick Leave, provided they make appropriate application for Workers'

Compensation Board benefits. Any and all Workers' Compensation Board Wage Loss Compensation payments shall then go directly to the University. In the event that the employee's bi-weekly salary under Sick Leave Entitlement falls below the Wage Loss Compensation payment; then the above shall cease and the employee shall receive the Wage Loss Compensation payment.

This Article 51.06(b) applies to:

- (i) Full-time continuing employees.
- (ii) Part-time continuing employees.

51.07 Employment Insurance

Employee eligibility, payment of premiums, and payroll deductions will be as provided for in the Government of Canada regulations governing Employment Insurance.

51.08 Master Agreements

The University shall supply the Union with copies of Master Agreements as they are changed or amended governing the benefits referred to in this Article 51, as they pertain to members of the bargaining unit.

51.09 Joint Benefits Committee

The parties agree to maintain a standing joint committee which will meet at the request of either party. The committee will discuss any matter related to the benefits contained in this agreement.

51.10 Benefit Statements

An annual, detailed benefit statement shall be provided to each continuing employee who has active payroll status at the time that the benefit statements are produced.

51.11 Liability Insurance

Employees shall be covered by the University's liability insurance in accordance with the terms of the policies.

51.12 Employee and Family Assistance Plan

The University shall maintain an Employee and Family Assistance program for use by continuing employees, their spouses, and their dependents as defined in the plan.

ARTICLE 52 - TEMPORARY EMPLOYEE BENEFITS AND PAY IN LIEU OF BENEFITS

52.01 Benefit Entitlement

(a) Temporary Employees will be entitled to the following benefits:

- (i) Compassionate Leave in accordance with Article 38
- (ii) Witness or Jury Duty Leave in accordance with Article 40.01

(b) During the first four months of continuous employment in any position, a temporary employee shall receive nine (9) percent of her/his straight time hourly rate of pay (as calculated from the salaries in the wage appendices) in lieu of all benefits (except those noted in (a) above), for all regular hours worked in the temporary position. After four (4) continuous months in the same position, a temporary employee shall receive sixteen (16) percent of her/his straight time hourly rate of pay in lieu of all benefits except those previously noted for all further regular hours worked in the temporary position for as long as the temporary employee remains continuously employed in the same position.

ARTICLE 53 - PAYMENT OF WAGES AND WAGE RATES

53.01 Wage Schedules

Wage provisions are effective in accordance with the salary schedules in Appendix A-1.

53.02 Hourly Rates

Hourly rates may be computed as the biweekly rate divided by seventy (70).

ARTICLE 54 - TERMS OF THE AGREEMENT

54.01 Effective Dates and Duration of Agreement

The terms of this Agreement shall be binding and will remain in effect from the date of signing to March 31, 2019.

54.02 Changes During Duration of Agreement

Any changes deemed necessary under this Agreement may be made by mutual consent at any time during the life of this Agreement.



Any such agreed changes shall be incorporated into this Agreement as an addendum.

54.03 Amendment to Agreement

Notice to amend the Agreement following its expiry date shall be given in writing by either party to the other party, at any time within four (4) months prior to the expiry date. Failing agreement to amend by March 31, 2019 this Agreement will continue in force until a new agreement is reached.

ARTICLE 55 - FINANCIAL INFORMATION

The University shall provide the Union with:

- (a) a reconciliation of the approved operating budget and projected comparative results at the end of each fiscal year following a review of the information by the Board of Governors; and
- (b) an accounting of salary expenses (including estimates of benefit costs) for each employee group when available following the end of each fiscal year.

**APPENDIX A**  
**SALARY GRADES AND CLASSIFICATIONS FOR CONTINUING**  
**& TEMPORARY POSITIONS**  
**May 23, 2008**

Salary Grade	Classification
0	Office Assistant (temp job standard)
1	Clerk Office Assistant (temp job standard)
2	Library Assistant Office Assistant (temp job standard) Technical Assistant (temp job standard)
	Note: Employees occupying continuing positions or temporary full-time positions at pay grade 2 are paid at salary grade 3.
3	Cashier Clerk Library Assistant Office Assistant (temp job standard)
4	Clerk *Clerk Typist Library Assistant Switchboard Operator Technician Office Assistant (temp job standard) Technical Assistant (temp job standard) Word Processing Operator (temp job standard)
5	Clerk Clerk Typist Library Assistant Secretary Technician Word Processing Operator Office Assistant (temp job standard) Technical Assistant (temp job standard)
6	Clerk Clerk Typist Data Conversion Operator Library Assistant Program Assistant *Secretary Stores Clerk Technician Word Processing Operator

	Office Assistant (temp job standard)
7	Clerk
	Clerk Typist
	Dept Resource Specialist
	Library Assistant
	Medical Office Assistant
	Program Assistant
	Secretary
	Technician
	Word Processing Operator
	Technical Assistant (temp job standard)
8	Buyer
	Clerk
	Computer Operator
	Dept Resource Specialist
	Financial Aid Advisor
	Library Assistant
	Medical Office Assistant
	Program Assistant
	Secretary
	Stores Clerk
	Technician
	Word Processing Operator
	Technical Assistant (temp job standard)
9	Buyer
	Clerk
	Computer Operator
	Financial Aid Advisor
	Gallery Assistant
	Library Assistant
	Program Assistant
	Technician
	Technical Assistant (temp job standard)
10	Building Technologist
	Computer Operator
	Programmer Analyst
	Technician
11	Computer Operator
	Project Planner
	Senior Buyer
	Technician
12	Computer Operator
	Technician
	Programmer Analyst

NOTE:

- These position titles are intended as a guideline only and do not constitute an exhaustive list of all positions within the C.U.P.E. Local 3338 bargaining unit.
- Job Standards exist and are used for temporary positions
- Pre-Classified Job Descriptions now exist for some positions, and may be used as a guideline for creating continuing positions

\*Some of these positions may have pre-classified job descriptions.

APPENDIX A-1  
C.U.P.E. LOCAL 3338 WJQ SALARY SCHEDULE

<b>April 1, 2015 General Wage Increase of 1.00%</b>										
Grade	Start	Step								
		6 Months	12 Months	18 Months	24 Months	30 Months	36 Months			
000	11.81									
001	13.97									
002	16.68									
003	1209.24	1236.09	1262.96	1289.85	1316.70	1343.58	1370.46			
004	1287.79	1316.42	1345.05	1373.68	1402.27	1430.92	1459.54			
005	1371.51	1402.00	1432.47	1462.94	1493.42	1523.90	1554.38			
006	1460.68	1493.15	1525.61	1558.06	1590.51	1622.98	1655.44			
007	1555.63	1590.20	1624.77	1659.33	1693.93	1728.49	1763.05			
008	1656.74	1693.53	1730.37	1767.18	1804.00	1840.83	1877.62			
009	1799.52	1839.47	1879.48	1919.45	1959.46	1999.46	2039.42			
010	1916.48	1959.05	2001.62	2044.21	2086.76	2129.41	2172.01			
011	2041.02	2086.37	2131.73	2177.10	2222.46	2267.81	2313.16			
012	2173.67	2222.00	2270.32	2318.61	2366.94	2415.23	2463.52			

APPENDIX A-1  
C.U.P.E. LOCAL 3338 WJQ SALARY SCHEDULE

<b>April 1, 2016</b>									
<b>General Wage Increase of 0.50% and Economic Stability Dividend of 0.45%</b>									
Grade	Start	Step							
		6 Months	12 Months	18 Months	24 Months	30 Months	36 Months		
000	11.92								
001	14.10								
002	16.84								
003	1220.73	1247.83	1247.96	1302.10	1329.21	1356.34	1383.48		
004	1300.02	1328.93	1357.83	1386.73	1415.59	1444.51	1473.41		
005	1384.54	1415.32	1446.08	1476.84	1507.61	1538.38	1569.15		
006	1474.56	1507.33	1540.10	1572.86	1605.62	1638.40	1671.17		
007	1570.41	1605.31	1640.21	1675.09	1710.02	1744.91	1779.80		
008	1672.48	1709.62	1746.81	1783.97	1821.14	1858.32	1895.46		
009	1816.62	1856.94	1897.34	1937.68	1978.07	2018.45	2058.79		
010	1934.69	1977.66	2020.64	2063.63	2106.58	2149.64	2192.64		
011	2060.41	2106.19	2151.98	2197.78	2243.57	2289.35	2335.14		
012	2194.32	2243.11	2291.89	2340.64	2389.43	2438.17	2486.92		

APPENDIX A-1  
C.U.P.E. LOCAL 3338 WJQ SALARY SCHEDULE  
To Be Determined in conformance with Appendix L, Economic Stability  
Dividend

APPENDIX A-1  
C.U.P.E. LOCAL 3338 W/Q SALARY SCHEDULE  
To Be Determined in conformance with Appendix L, Economic Stability Dividend



APPENDIX A-1  
C.U.P.E. LOCAL 3338 WJO SALARY SCHEDULE  
To Be Determined in conformance with Appendix L, Economic Stability  
Dividend

**APPENDIX B**

**STEP TWO UNION GRIEVANCE FORM**  
Canadian Union of Public Employees Local 3338  
and Simon Fraser University

GRIEVOR(S) and DEPARTMENT(S): _____ _____
ARTICLES VIOLATED: _____
DESCRIPTION OF GRIEVANCE: _____ _____ _____ _____ _____ _____ _____ _____ _____ _____
SETTLEMENT REQUIRED: _____ _____ _____ _____ _____
Date & Time of Step One Meeting: _____
Participants at Step One Meeting: _____
Date: _____ Time: _____
Grievor _____ Steward _____

COPIES TO: Supervisor, University Officer, Director of Labour and Employee Relations, Grievor, Steward, Union Office.

**APPENDIX C: ANIMAL CARE FACILITY, GRADE 1 POSITION**

**LETTER OF AGREEMENT**

**BETWEEN**

**SIMON FRASER UNIVERSITY**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,**

**LOCAL 3338**

The parties agree that without prejudice or precedent, a special grade 1 continuing position will be created in the Animal Care Facility and will be filled by an individual with a mental health disability. The position will not be posted, but will be filled with the assistance of Jobs West and/or other community agencies which assist with the placement of people with mental health disabilities. All of the other provisions in the collective agreement shall apply to this position and the incumbent.

If the position is vacated, the University must consult with the Union prior to filling the position again. If, at that time, either party does not wish to continue with this agreement or if either party wishes to amend the agreement, this Letter of Agreement will terminate.

**FOR THE UNIVERSITY**

**FOR THE UNION**

Dario Nonis

Robert Fifik

\_\_\_\_\_

\_\_\_\_\_

September 26, 2002

September 26, 2002

\_\_\_\_\_

\_\_\_\_\_

Date

Date

Note: Came into effect November 23, 1993.

**APPENDIX D**

**LETTER OF AGREEMENT**

**BETWEEN**

**SIMON FRASER UNIVERSITY**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,**

**LOCAL 3338**

**WJQ (Custom) and Pay Equity**

Upon ratification of the Memorandum of Agreement or upon approval of the Employee Relations Committee of the Board of Governors, whichever occurs last, implementation of WJQ Custom job evaluation for all positions in the bargaining unit shall begin.

If the Provincial Government approves the WJQ (Custom) job evaluation system and results for pay equity funding, all continuing employees who are on Payroll when the provisions in this Memorandum come into effect shall be eligible for the retroactive implementation of the results of the WJQ Custom job evaluation system.

1. The target salary schedule for WJQ will be as follows:

Grade	WJQ POINTS	START	6 MOS	12 MOS	18 MOS	24 MOS	30 MOS
0		8.88					
1		10.49					
2		12.54					
3	249-299	927.99	948.61	969.23	989.86	1010.48	1031.10
4	300-350	988.31	1010.27	1032.23	1054.20	1076.16	1098.12
5	351-401	1052.55	1075.94	1099.33	1122.72	1146.11	1169.50
6	402-452	1120.97	1145.88	1170.79	1195.70	1120.61	1245.52
7	453-503	1193.83	1220.36	1246.89	1273.42	1299.95	1326.48
8	504-554	1271.43	1299.68	1327.94	1356.19	1384.45	1412.70
9	555-605	1354.08	1384.17	1414.26	1444.35	1474.44	1504.53
10	606-656	1442.09	1474.13	1506.18	1538.23	1570.27	1602.32
11	657-707	1535.82	1569.95	1604.08	1638.21	1672.34	1706.47
12	708 and up	1635.65	1672.00	1708.35	1744.69	1781.04	1817.39

2. The target salary for any employee who occupies or occupied a position which will remain at the same grade or a position which will move to a higher grade as a result of WJQ evaluations shall be the step occupied on the current salary scale, but on the appropriate grade in the WJQ salary schedule. However, reaching that target salary for all such employees will be accomplished in phases as follows.

Phase 1 - Retroactive to April 1, 1993, 2.81% will be applied to the normal straight time salary (based on the current salary schedule in Appendix A-3) which was paid to each employee who is eligible to move to the WJQ salary schedule; this will result in a figure which will be known as the April 1, 1993 calculated salary. For the period from April 1, 1993 to March 31, 1994 each of these employees will be retroactively paid the lower of either the April 1, 1993 calculated salary or the target salary for each position held over the period.

Phase 2 - Retroactive to April 1, 1994, 0.46% will be applied to the April 1, 1993 calculated salary for each employee who has not yet reached her/his target salary and this will result in a figure which will be known as the April 1, 1994 calculated salary. For the period from April 1, 1994 to March 31, 1995 each of these employees will be paid the lower of either the April 1, 1994 calculated salary or the target salary for each position held since April 1, 1994.

Phases 3 to 6 - The following funds will be applied to the future implementation of WJQ:

- 1.0% of total 1994/95 payroll for CUPE staff effective April 1, 1995;
- 1.0% of total 1995/96 payroll for CUPE staff effective April 1, 1996;
- 1.0% of total 1996/97 payroll for CUPE staff effective April 1, 1997; and
- up to 1.0% of total 1997/98 payroll for CUPE staff effective April 1, 1998 until all eligible employees have moved to their target salaries. The funds which are available in these latter 4 phases will be applied to individual salaries in the same manner as in the first 2 phases of implementation.

3. Employees who occupy positions which are identified as anomalies as a result of WJQ evaluations (i.e. the positions are evaluated to be at a lower grade than currently assigned) shall remain on the current salary schedule

in their current grade and shall continue to receive step increases and general wage increases which are applicable to that schedule.

4. Employees who were involuntarily transferred on April 1, 1993 or earlier and who, as a result of the transfer, are being paid at a grade which is higher than the WJQ grade for the position they currently occupy will remain at their current grade and step on the current salary schedule, but may be eligible for salary increases in the future in accordance with Article 14.07(b).

An employee who was involuntarily transferred on April 2, 1993 or later will be eligible for any retroactive salary increase (as outlined in Phase 1 and Phase 2 of point number 2 above) which is applicable to her/his former position for a period when that position was occupied by the employee. If the salary of the employee in the former position (including any applicable retroactive increase) on the day before the involuntary transfer is higher than the appropriate WJQ implementation salary for the involuntary transfer position on the day of the transfer, then the employee's salary will be governed by Article 14.07(b) from the date of the involuntary transfer.

5. Employees who occupy positions which were evaluated under WJQ (Custom) prior to the effective date of the Memorandum of Agreement, shall have thirty (30) working days from the date the Memorandum of Agreement is ratified by the Union membership or approved by the Employee Relations Committee of the Board of Governors, whichever occurs last, to make a written request for appeal under Article 17.09 of the collective agreement. All such appeals must be based on the job descriptions and job questionnaires which were originally submitted for the positions. Final decisions must be made on all appeals raised under this point number 5 by no later than June 1, 1995. Any retroactive pay resulting from such appeals will be paid from the money which is made available by the Provincial Government for Phase 3 of the WJQ implementation plan. Therefore, Phase 3 funds will only be distributed after the results of Appeals under this point number 5 are known.

6. Until WJQ target salaries are fully implemented new continuing positions will be evaluated under both the old classification job evaluation system and the WJQ system. If the grade assigned is lower under WJQ than under the old classification system, then the individual hired, promoted, or transferred into the position will be paid at the appropriate grade on the target WJQ salary schedule. If the grade assigned under WJQ is the same as or higher than the grade assigned under the old classification system, then the individual hired, promoted, or transferred into the position

will be paid the salary appropriate to the position based on the stage of implementation of WJQ as outlined above.

7. Evaluation of temporary positions under WJQ will begin when the provisions in the Memorandum of Agreement come into effect. Only temporary positions which have not been filled when the Memorandum comes into effect will be evaluated under WJQ. Until WJQ target salaries are fully implemented for continuing positions, new temporary positions will be evaluated under both the old classification job evaluation system and under WJQ. If the grade assigned is lower under WJQ than under the old classification system, then the individual hired, promoted, or transferred into the temporary position will be paid at the appropriate grade on the target WJQ salary schedule. If the grade assigned under WJQ is the same as or higher than the grade assigned under the old classification system, then the individual hired, promoted, or transferred into the temporary position will be paid the salary appropriate to the position based on the stage of implementation of WJQ as outlined above.

The WJQ evaluation of a temporary position which will initially be filled for three (3) months or less will be based on a description of the duties and responsibilities of the position (written on the Personnel Action Requisition), and a WJQ Custom Part II: Job Questionnaire which will be completed by the supervisor. The WJQ evaluation of a temporary position which will initially be filled for greater than three (3) months will be based on both the WJQ Part I: Job Description and Part II: Job Questionnaire which will be completed by the supervisor.

8. Following ratification and approval of the Memorandum of Agreement, re-evaluations of existing positions will be conducted only under the WJQ (Custom) system. Implementation of the results of the re-evaluations will be consistent with the intent behind overall WJQ implementation as outlined in points 1. through 3. above.

The new language for 17.01 through 17.09 from the 1992-94 Memorandum of Agreement will replace the current 17.01 through 17.09 in the collective agreement. In addition, this Letter of Agreement which will be appended to the collective agreement as Appendix D will be referenced in Article 17.

9. When the results of WJQ (Custom) have been fully implemented as outlined in point number 2. above, the current classification system of job evaluation will be completely discontinued and all positions in the bargaining unit will be evaluated using WJQ (Custom) only.

Note: Temporary evaluations under WJQ will continue to be handled in accordance with the second paragraph under point number 7 above.

10. Appendix A of the current collective agreement will be amended by removing the level designations for the current classifications. Following ratification and approval of the Memorandum of Agreement, the current classification position titles in Appendix A will be reviewed by a committee of two (2) persons appointed by each party with the objective of more appropriately defining and describing the types of jobs within the workplace. This committee shall make its report to the parties within sixty (60) calendar days of the date of ratification. Any recommendations arising out of their report must be ratified by the parties. Each party will submit the recommendations to its respective principals within thirty (30) calendar days of the date of the report.

11. The Letters of Agreement on Language Allowance, Scientific Technicians Allowance, and Industrial First Aid Attendant Premiums will terminate when the Memorandum of Agreement comes into effect. However, an employee who is receiving an allowance or premium under one of these Letters of Agreement on the day before this Memorandum of Agreement comes into effect will be eligible to continue to receive her/his salary on the former salary grid plus the allowance or premium provided that the employee and her/his position continue to satisfy all of the other terms and conditions which were contained in the original applicable Letter of Agreement. Such employees shall continue to receive the allowance or premium in addition to their salary on the former salary grid until such time as the salary which the employee would otherwise be entitled to receive under the WJQ implementation plan exceeds the salary which the employee is receiving on the old salary grid plus the premium or allowance.



12. The parties agree that the WJQ (Custom) job evaluation system used by the parties to evaluate positions shall not be amended or changed in anyway except by mutual agreement of the parties.

13. If the Provincial Government does not approve the WJQ (Custom) job evaluation system and results for pay equity funding, the parties will meet to negotiate a new or revised plan for the distribution of the pay equity funds.

**FOR THE UNIVERSITY**

**FOR THE UNION**

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\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Note: Came into effect March 16, 1995 following ratification by the CUPE, Local 3338 membership and approval by the Employee Relations Committee of the Board of Governors.

**APPENDIX E: ELECTRONIC JOB DESCRIPTIONS AND APSA  
JOB POSTINGS**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SIMON FRASER UNIVERSITY**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,**

**LOCAL 3338**

The University will send the Union electronic copies of all job postings for APSA positions.

The University shall provide the Union's on-campus office staff with access to Union and APSA job descriptions and with orientation training on the use of the job description database to ensure that they are acquainted with all the database features.

It is understood that access to the job descriptions database will be as at date of implementation.

**FOR THE UNIVERSITY**

Bruce Anderson

\_\_\_\_\_

Diane Gibson

\_\_\_\_\_

March 2, 2006

\_\_\_\_\_

Date

**FOR THE UNION**

Joann Field

\_\_\_\_\_

Dagni Lund

\_\_\_\_\_

March 2, 2006

\_\_\_\_\_

Date

**APPENDIX F**

**LETTER OF AGREEMENT**

**BETWEEN**

**SIMON FRASER UNIVERSITY**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,**

**LOCAL 3338**

Hours of Work

The parties agree without prejudice or precedent that alternate hours of work arrangements outside of those contemplated in the Collective Agreement shall be considered by the parties during the term of this Collective Agreement.

Where an employee and a supervisor develop an alternate hours of work arrangement it shall be submitted to the University and the Union for consideration. Where the University and the Union agree, such arrangement may be implemented on a trial basis by letter of agreement. All necessary variances to the regular provisions of the collective agreement shall be included in such letter.

It is understood that such trial period may be extended by mutual agreement or cancelled by either party with thirty (30) days written notice.

It is also understood and agreed that the withholding of agreement to an arrangement or decision to terminate an arrangement is not subject to grievance or arbitration.

FOR THE UNIVERSITY

FOR THE UNION

William A. Yule

Mike Dumler

October 30, 1997

October 30, 1997

Date

Date

Note: Came into effect September 15, 1998.

**APPENDIX G**  
**LETTER OF AGREEMENT**  
**BETWEEN**  
**SIMON FRASER UNIVERSITY**  
**(“THE UNIVERSITY”)**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3338**  
**(“THE UNION”)**

Re: Lifeguards

The University and the Union agree to the principles and concept of pay equity and in particular as stated in Appendix “D” of the collective agreement. As the Lifeguards were not employees covered by this collective agreement when Appendix “D” and “I” were agreed to, the University and the Union agree to review and resolve this matter. Should such review result in pay equity adjustments, PSEC approval will be required.

FOR THE UNIVERSITY

FOR THE UNION

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\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Note: Original version signed March 28, 2003.

**APPENDIX H**

**LETTER OF AGREEMENT**

**BETWEEN**

**SIMON FRASER UNIVERSITY  
("THE UNIVERSITY")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3338  
("THE UNION")**

RE: Additional Continuing Part Time Employee Work (Library and Bookstore).

The University and the Union agree that for the duration of the collective agreement, the below noted procedures for the assignment of additional available work for continuing part time employees working at the W.A.C. Bennett Library and the Bookstore (SFU Burnaby, SFU Vancouver or SFU Surrey) will apply. The amount of additional hours to be assigned to eligible continuing part time employees will be at the discretion of the respective Department. It is further acknowledged that nothing in this agreement will impact on the past practice in the two Departments involving the priority assignment of employment to students.

(i) Continuing part time employees seeking to work additional hours in their department will make this desire known, in writing, to their supervisor. Such notification will include the times and days which the employee is available for additional work.

(ii) Additional work that becomes available with seventy-two (72) hours or less notice to the supervisor will be first offered to continuing part time employees on shift when the additional work is offered.

(iii) Additional work that becomes available with more than seventy-two (72) hours notice to the supervisor will be offered to continuing part time employees.

(iv) All additional work that becomes available will be first offered to continuing part time employees able to work the entire available shift or block of shifts, without preventing them from completing their normally scheduled shifts. Where there is no continuing part time employee available to take the entire available shift or block of shifts, the Department will assign the required additional hours or shift(s) to any available continuing part time employee(s) so as to require the least number of employees being moved from their normal shift.

(v) In the assignment of additional work primary consideration will be given to availability, ability and qualifications. When two or more part time continuing employees are available, the part time continuing employee with the greater seniority and the ability to perform the additional work shall be assigned.

(vi) The assignment of additional work shall not result in overtime, without the prior approval of the supervisor.

Bruce Anderson  
\_\_\_\_\_

Joann Field  
\_\_\_\_\_

Diane Gibson  
\_\_\_\_\_

Dagni Lund  
\_\_\_\_\_

For the University

For the Union

February 28, 2006  
\_\_\_\_\_

February 21, 2006  
\_\_\_\_\_

Date

Date

Note: The original came into effect came into effect April 22, 2003 following ratification by the CUPE, Local 3338 membership and approval by the Employee Relations Committee of the Board of Governors.

**APPENDIX I: REGULAR SCHEDULED LAYOFFS,  
CONTEMPORARY ARTS**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SIMON FRASER UNIVERSITY**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,**

**LOCAL 3338**

Employees who occupy or who are hired into Contemporary Arts positions (positions #00693, 30273 and 00688) that have regular scheduled periods of layoff will not be eligible, unless the positions are being permanently discontinued, to be involuntarily transferred into other continuing positions. These employees will not receive a Notice of Intent of Layoff for the temporary layoff but will receive four (4) weeks' notice of the day they will be laid off. If the position is not permanently discontinued the employee will be eligible to maintain his/her benefits over the layoff period by paying 100% of the benefit cost for the layoff period. If the employee elects not to maintain benefits over the layoff period, there shall be no waiting period for benefits to commence on return from layoff.

**FOR THE UNIVERSITY**

Bruce Anderson

\_\_\_\_\_

Diane Gibson

\_\_\_\_\_

March 2, 2006

\_\_\_\_\_

Date

**FOR THE UNION**

Joann Field

\_\_\_\_\_

Dagni Lund

\_\_\_\_\_

March 2, 2006

\_\_\_\_\_

Date

**APPENDIX J**  
**LETTER OF AGREEMENT**  
**BETWEEN**  
**SIMON FRASER UNIVERSITY**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES,**  
**LOCAL 3338**

Re: LIFEGUARDS

The University and the Union agree that this Appendix constitutes the wages and working conditions for all persons employed as Lifeguards by the University and for whom the Union is the bargaining authority.

The University and the Union agree that the Articles of the Collective Agreement apply to the Lifeguards except as modified below:

Article 2 - Definitions

Student Lifeguard Employee: An employee who is currently registered as an SFU undergraduate student taking courses totaling six (6) credit hours or more during the academic term that he/she is working, or having taken courses totaling twelve (12) credit hours or more in the two most recent semesters, registered in the Professional Development program, a co-operative education program, or a Graduate Studies degree-granting program.

A non-student lifeguard may be hired in the event that no qualified student lifeguard is available for a specific program or shift.



Lifeguards are defined as temporary employees and will be entitled to benefits pursuant to Article 52.01(a) of the Collective Agreement. Lifeguards shall also receive nine (9%) percent of her/his straight time hourly rate of pay (as calculated from the salaries in the Lifeguard New Salary Scales) in lieu of all benefits (except those noted in 52.01(a)), for all regular hours worked as a lifeguard when her/his lifeguard seniority hours are less than six hundred (600). When her/his lifeguard seniority hours are equal to or greater than six hundred (600) hours, she/he shall receive sixteen (16%) percent of her/his straight time hourly rate of pay in lieu of all benefits except those previously noted for all further regular hours worked as a lifeguard for as long as the lifeguard maintains her/his lifeguard seniority.

#### Article 17 - Job Re-Evaluation and Reclassification

The parties agree that this Article does not apply to the Lifeguards but that the Union reserves the right to raise the issue of the applicability of the Article at the next round of collective bargaining.

#### Article 19 - Contracting Out Specialty Services

The Employer reserves the right to allow SFU Varsity programs, the Department, any SFU organization that has a member(s) who has taken all the necessary training at the University and has met all the certification criteria set by the University, to use their own designated individuals (such as coaches, assistant coaches, course instructors, assistant course instructors or others) to act as either the primary and/or back-up lifeguard.

The Employer reserves the right to continue its past practice to allow any non-SFU organization that has a member(s) who has taken all the necessary training at the University and has met all certification criteria set by the University, to use their own designated individual to act as the back-up lifeguard.

#### Article 22 - Employee Training and Development

The Department will pay the cost of the CPR (Cardio Pulmonary Resuscitation) re-certification course for student lifeguard employees who have worked in the past semester, where such re-certification is arranged through or set up by the Recreation

Services and Athletics Department at the University. The cost of re-certification taken other than at the University will not be paid by the Department.

The Department will pay the cost of the NLS (National Lifeguard Service) re-certification course for student lifeguard employees, where such employees have worked at least three hundred (300) hours in the previous three (3) semesters. The cost of re-certification taken other than at the University will not be paid by the Department.

All time spent for re-certification for CPR or NLS is the responsibility of the employee and is to be done on the employee's own time.

Time spent at mandatory in-service training sessions will be paid by the Department at the employee's normal rate of pay.

#### Article 24 - Hours of Work

Student Lifeguard Employees will work the hours assigned based on the respective semester Shift Schedule. Hours of work are up to seven (7) per day or thirty-five (35) per week. Hours in excess of seven (7) per day or thirty-five (35) per week shall be paid over-time.

The parties acknowledge the serious financial impact to the SFU Pool of overtime. Any employee choosing to work additional hours that will result in overtime must obtain prior approval from his/her supervisor.

#### Article 26- Shifts and Shift Differentials

No shift differentials are applicable for Lifeguards.

#### Shift Schedule

Prior to the commencement of the semester, an interim schedule will be posted. This schedule will be in effect for no longer than the first three (3) weeks of that semester. At the beginning of the fourth (4<sup>th</sup>) week of that semester a final schedule will be posted.

Employees wishing to be considered for work in the upcoming semester will submit their availability on the appropriate availability sheet to the Aquatic Coordinator or designate no later than the first (1<sup>st</sup>) Friday of each semester. Should an employee fail to submit an availability sheet by this date, he/she will not be placed on the schedule for that semester, except as noted below.

Normally, employees will be scheduled for a maximum of twelve (12) hours per week. If additional shifts are available, such shifts will be assigned following the procedure used in creating the final schedule. If additional shifts remain available, the University may assign such shifts to employees who submitted late availability sheets.

In creating the final schedule, the University will take into consideration the seniority, qualifications, which may include experience of the employees, and the equitable distribution of shifts.

#### Consecutive Day Off

An employee will normally receive two (2) consecutive days off per week but may choose to waive this provision by indicating so on their availability sheets. Such waiver will not result in overtime unless the employee works in excess of thirty-five (35) hours per week.

An employee anticipating working overtime shall obtain prior approval from his/her supervisor.

#### Additional Employee Work

Employees seeking to work additional hours will make this desire known, in writing, to the supervisor.

Where an employee has indicated her/his availability to work extra shifts and a shift becomes available which is contiguous with a scheduled shift (ie. the additional hours immediately precede or immediately follow the scheduled shift), the extra shift will be assigned to this employee as follows:

- a) if there is less than seventy-two (72) hours notice of the additional hours, the employee will be assigned

the additional hours if the employee agrees to work them.

- b) if there is greater than seventy-two (72) hours but less than two (2) weeks notice of the additional hours, the shift extension will be assigned to the employee and the employee will be notified.
- c) if there is greater than two (2) weeks notice of the additional hours, the shift extension will be assigned to the employee and be recorded on the schedule. The revised schedule will be posted and such posting will constitute notice to the employee of the shift extension.

It is the responsibility of all employees seeking additional work to regularly check the posted schedule for the assignment of such additional work.

Additional shifts that become available that are not contiguous with any employee's scheduled shift will be posted where the employer has seventy-two (72) hours or more notice to the start of the additional shift. In cases of less than seventy-two (72) hours notice, shifts will be first offered to employees currently on shift. If no employee currently on shift agrees to work the additional shift, the employer will offer the shift to those employees who have indicated in writing their desire to work additional hours, taking into consideration the seniority, qualifications which may include experience, of the employees and the equitable distribution of shifts.

#### Employee Absences

When an employee is unable to work their scheduled shift, they are responsible for ensuring a qualified replacement employee will work the shift on their behalf. If a replacement employee agrees to work the shift for the originally scheduled employee, the replacement employee becomes responsible for attending the shift as scheduled. If taking that shift will result in working overtime, the replacement employee must obtain prior approval from the employee's supervisor.

The parties acknowledge the serious nature of employee absences. On the first occasion an employee does not attend a scheduled shift, (or one he/she has agreed to work that was originally scheduled for another employee) he/she will receive a verbal warning. On the second occasion, he/she will receive a written warning. The third occasion will result in a suspension, and the fourth will result in termination.

When an employee is absent from work and it is impossible for that employee to arrange for a replacement he/she may apply to his/her supervisor for a waiver from discipline under this section. Request for such a waiver shall not be unreasonably denied provided the merits of the particular case warrant the provision of such a waiver.

Where an employee has been disciplined pursuant to this article, but has subsequently worked for one full semester with no further discipline, their disciplinary record involving absence from work will be reduced by one step.

#### Shift Cancellation

The Employer has the right to cancel previously scheduled shifts when operational needs require. When such shifts are cancelled due to operational requirements, the affected employees will be given as much notice as is reasonably possible. An employee will be paid for a cancelled shift if fewer than twelve (12) hours notice is given.

#### Time Between Shifts

An employee may choose to work split shifts or to pick up additional shifts including on a day with a regularly scheduled shift, regardless of the amount of time between shifts and will not be paid overtime unless the total time worked exceeds seven (7) hours per day. If the split shift occurs over more than twelve (12) hours, and only where the employee has obtained prior approval, the employee will be paid overtime for the hours in excess of twelve (12).

An employee choosing to work a split shift that will result in overtime must obtain prior approval from his/her supervisor.

Article 30 Meal Periods

Any lifeguard working a shift greater than four and one half (4 1/2) continuous hours will be paid one-half (1/2) hour for a meal break, during which break the lifeguard is to be available for work and remain within whistle range to respond to any calls.

Article 44 Extended Leave Without Pay

Lifeguards may make an application for leave pursuant to this Article, however, where such leave is granted, seniority will be frozen as of the date of the commencement of the leave and will recommence upon return to work, unless seniority has been lost pursuant to Article 12.04.

Lifeguard New Salary Scales  
(Hourly)

Step	Seniority Hours	April 1, 2015	April 1, 2016
		GWI 1.0%	GWI 0.5%; ESD .045%
1	0-99	\$12.66	\$12.78
2	100-299	\$13.86	\$13.99
3	300-599	\$15.08	\$15.22
4	600+	\$16.28	\$16.43

GWI = General Wage Increase

ESD = Economic Stability Dividend

Lifeguards performing any of the following Instructor duties; masters swimming, masters diving, swimming lessons or Aquafit and holding the appropriate certifications, will receive the Instructor rate. Despite the fact that such duties fall outside of the scope of a Lifeguard, such time that a Lifeguard spends as an Instructor will be credited towards Lifeguard seniority hours.

Pay Equity

The University and the Union agree that if the Provincial Government approves and provides funding for pay equity for

lifeguards, the parties will meet to discuss the distribution of such pay equity funding.

Dario Nonis

John Bannister

\_\_\_\_\_  
For the University

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
March 22, 2002

\_\_\_\_\_  
March 21, 2002

Note: *Lifeguard New Salary Scales* came into effect by Memorandum of Settlement of March 31, 2006 following ratification by the CUPE, Local 3338 membership and approval by the Employee Relations Committee of the Board of Governors.

Note: Original Memorandum of Agreement re: Lifeguards came into effect December 20, 2001.

**APPENDIX K (NEW)**  
**LETTER OF AGREEMENT**  
**BETWEEN**  
**SIMON FRASER UNIVERSITY**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES,**  
**LOCAL 3338**

RE: Job Evaluation

The Parties agree to the following terms and conditions:

- 1) Upon the conclusion of the current round of collective bargaining, the Parties agree to establish a Joint Job Evaluation Working Committee (“Committee”) to review the job evaluation system currently in place for evaluating positions in the CUPE 3338 bargaining unit.
- 2) The committee will adopt mutually agreeable terms of reference in order to achieve the goal of making recommendations surrounding the job evaluation system.
- 3) The committee will be comprised of three University representatives and three Union representatives.
- 4) Meetings may be initiated by either Party with 30 days’ written notice. The Party initiating the meeting will identify the specific agenda items they wish to discuss.
- 5) The Parties may implement changes to the current job evaluation system but only by mutual agreement between the Parties. Before any agreement reached by the Parties can be implemented, the



agreement must be set out in a letter of understanding and signed off by the Parties.

- 6) To provide the opportunity for a thorough review by the participant members, the Parties agree that discussions at Committee meetings are without prejudice, however any agreements reached by the Parties by mutual agreement will be considered with prejudice and may be relied upon by the Parties.

\_\_\_\_\_  
For the University

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX L (NEW)**  
**LETTER OF AGREEMENT**  
**BETWEEN**  
**SIMON FRASER UNIVERSITY**  
**(THE “UNIVERSITY”)**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES,**  
**LOCAL 3338**  
**(“CUPE”)**

RE: ECONOMIC STABILITY DIVIDEND

**Definitions**

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” Is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

#### **The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

#### **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively April 1, 2016, April 1, 2017, April 1, 2018 and March 31, 2019.

**Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

**Allowable Method of Payment of the Economic Stability Dividend**

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

\_\_\_\_\_  
For the University

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX M (NEW)**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**SIMON FRASER UNIVERSITY**  
**(THE “UNIVERSITY”)**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES,**  
**LOCAL 3338**  
**(THE “UNION”)**

The Parties agree that a fund will be established for training and development purposes directed towards lifeguards and temporary employees of the Union (the “Fund”).

The Fund will be held by the Union. The University will make three payments to the Fund on the following dates:

- April 1, 2016: \$73,797
- April 1, 2017: \$77,122
- April 1, 2018: \$79,303

The Union will be responsible for and have sole discretion for the administration of the Fund.

\_\_\_\_\_  
For the University

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WITNESS

IN WITNESS WHEREOF THE PARTY OF THE FIRST PART HAS  
HEREUNTO AFFIXED ITS SEAL IN THE PRESENCE OF ITS  
OFFICERS DULY AUTHORIZED THEREFORE, AND THE PARTY  
OF THE SECOND PART HAS HEREUNTO AFFIXED ITS  
SIGNATURES BY ITS OFFICERS DULY AUTHORIZED  
THEREFORE.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

PARTY OF THE FIRST PART

PARTY OF THE SECOND  
PART

\_\_\_\_\_  
Dario Nonis  
Executive Director  
Human Resources

\_\_\_\_\_  
Fiona Brady Lenfesty  
President  
CUPE Local 3338

\_\_\_\_\_  
Chris Hatty  
Director, Labour & Employee Relations  
Human Resources

\_\_\_\_\_  
Lynne Fowler  
Vice-President  
CUPE Local 3338

\_\_\_\_\_  
Elsa Plican  
Director, Advisory Services  
Human Resources

\_\_\_\_\_  
Ross Idler  
CUPE National  
Representative

\_\_\_\_\_  
Lindsay Wright  
Labour & Employee Relations Advisor  
Human Resources

\_\_\_\_\_  
John Bannister  
Business Agent  
CUPE Local 3338

Absence, Chronic.....	61
Absence, Long Term .....	62
Access to University Premises.....	8
Accident Insurance, Travel.....	76
Accident Investigations.....	72
Accrual and Maintenance of Seniority .....	23
Adverse Reports.....	11
Agreement, Purpose of .....	1
Agreement, Terms of .....	83
Amendment to Agreement.....	84
Animal Care Continuing Grade 1 Position .....	94
Annual Vacations.....	57
Appointments, Senate or Board of Governors .....	69
Arbitration .....	17
Arbitration Expenses .....	18
Arbitration, Expedited .....	18
Arbitration, Notice to Proceed to.....	17
Arbitration, Standard .....	17
Article Headings .....	75
Attendance at University Functions.....	44
Banking of Vacations .....	58
Benefit Plans.....	77
Benefit Statements.....	82
Benefits, Maternity/Parental Leave .....	67
Benefits, Retiree .....	79
Bereavement, Definition.....	68
Bereavement, Employee Eligibility .....	68
Biweekly Period, Definition .....	2
Bonding .....	43
Bookstore, additional Continuing Part-time Work .....	104
Bulk Campus Mailings .....	7
Bulletin Boards .....	7
Calendar Year, Definition.....	57
Call Out, Cancellation of .....	50
Call Out, Definition .....	49
Campus Mail.....	7
Canada Pension Plan.....	79
Car Pools.....	54
Casual Illness .....	60
Change of Residence .....	69
Change, Technological .....	73
Changes During Duration of Agreement .....	83
Checkoff, Union Recognition .....	2



Civil Suit.....	69
Closure, Official .....	56
Clothing, Protective .....	72
Coffee Breaks .....	54
Committee, Joint Benefits.....	82
Communications, Union .....	7
Compassionate Leave .....	68
Compassionate Leave, Employee Eligibility .....	68
Compensating Time Off for Late Overtime.....	50
Consecutive Days Off.....	52
Continuing Employee, Definition .....	1
Continuing Employees and Temporary Appointments.....	26
Continuous Work Day, Overtime .....	49
Contract Negotiations, Time Off for .....	9
Contracting Out .....	43
Court Duty .....	68
Court Proceedings Against an Employee.....	69
Current Employees, Membership Requirements .....	3
Day Care .....	67
Day, Definition .....	2
Days Off .....	52
Deduction of Dues .....	3
Deferred Vacation.....	58
Definition, Biweekly Period .....	2
Definition, Calendar Year .....	57
Definition, Call Out .....	49
Definition, Continuing Employee.....	1
Definition, Day .....	2
Definition, Demotion .....	28
Definition, Employees .....	1
Definition, Full-Time Employee.....	2
Definition, Involuntary Transfer.....	31
Definition, Laid Off .....	31
Definition, Layoff .....	31
Definition, Modified Work Week.....	47
Definition, Month .....	2
Definition, Overtime .....	48
Definition, Part-Time Employee.....	2
Definition, Probationary Period.....	30
Definition, Recall.....	31
Definition, Seniority .....	23
Definition, Standard Work Day .....	47
Definition, Standard Work Week .....	47

Definition, Technological Change .....	73
Definition, Temporary Employee .....	1
Definition, Union Representatives.....	4
Definition, Week.....	2
Demotion, Definition .....	28
Demotion, Salary Adjustment.....	28
Dental Appointments .....	62
Dental Plan .....	78
Development.....	45
Disciplinary Meetings.....	10, 20
Discipline.....	20
Discipline, Satisfactory Evidence .....	22
Discrimination .....	10
Duration of Agreement .....	83
Elections .....	68
Employee and Family Assistance Plan .....	82
Employee Training and Development .....	45
Employees Who Instruct.....	52
Employment Equity .....	13
Employment Insurance .....	82
Employment Priority .....	25
Equipment, Protective Clothing.....	72
Equipment, Purchase and Maintenance .....	71
Escort Arrangements .....	53
Examinations, Medical .....	61
Executive Contacting Members at Work.....	7
Expenses, Travel.....	76
Extended Absence .....	61
Extended Health Benefits Plan .....	78
Extended Leave Without Pay, Continuance of Benefits .....	71
Extended Leave Without Pay, Paid Holiday During .....	71
Extended Leave Without Pay, Reimbursement of Benefits.....	71
Extensions, Maternity/Parental Leave .....	65
Facilities, Use of .....	44
Financial Information .....	84
Food Services .....	44
General Holidays .....	55
Graduate Program Fees.....	46
Grievance Definition .....	14
Grievance Procedure.....	14
Grievance Procedure, Policy.....	15
Grievance Procedure, Standard.....	15
Gym Membership .....	44

Harassment .....	11
Harassment Complaint Resolution Procedure .....	12
Holidays Falling Within Vacations, Compensation for .....	59
Holidays, Definition .....	55
Holidays, During Sick Leave.....	62
Holidays, Employee Eligibility.....	62
Holidays, Paid.....	55
Holidays, Worked On .....	55
Hourly Rate, Definition .....	83
Hours of Work .....	47
Human Rights .....	10
Illness, Casual.....	60
Involuntary Transfer Notice.....	33
Involuntary Transfer Procedure .....	32
Involuntary Transfer, Definition.....	31
Job Descriptions.....	35
Job Descriptions Documentation .....	37
Job Descriptions, Changes in.....	36
Job Descriptions, Review of .....	37
Job Descriptions, University to Provide .....	35
Job Postings .....	25
Job Re-evaluation .....	38
Job Splitting.....	37
Joint Benefits Committee.....	82
Joint Working Conditions Committee .....	72
Jury Duty .....	68
Labour/Management Committee .....	14
Laid Off List, Maintenance on.....	34
Laid Off Notice.....	33
Laid Off Procedure .....	32
Layoff, Definition .....	31
Layoff, Notice of Intent to .....	31
Leave of Absence for Union Office, Long Term.....	8
Leave, Compassionate .....	68
Leave, Extended Without Pay .....	70
Leave, Maternity.....	65
Leave, Parental .....	65
Leave, Personal Without Pay.....	69
Leave, Short Term for Union Business.....	8
Leave, Sick .....	60
Length of Leave, Maternity/Parental .....	65
Liability Insurance .....	82
Library Cards .....	44

Life Insurance .....	79
List of Paid Holidays .....	55
Long Term Absence, Return to Work following .....	64
Long Term Absences .....	62
Long Term Disability .....	79
Lounges .....	44
Make-Up Time.....	45
Management of the University .....	14
Master Agreements .....	82
Maternity Leave.....	65
Maternity or Parental Leave for Continuing Part-time Employees.....	67
Maternity/Parental Leave.....	66
Maternity/Paternity Leave .....	65
Meal Period, Paid in Overtime .....	50
Meal Period, Unpaid in Overtime.....	50
Meal Periods .....	54
Medical Appointments.....	62
Medical Examinations and Certificates .....	61
Medical Services Plan.....	77
Meetings, Paid Time Off .....	7, 10
Membership Requirements, Current Employees .....	3
Membership Requirements, New Employees .....	3
Modified Work Week Joint Committee.....	48
Modified Work Week, Definition.....	47
Modified Work Week, Proposals.....	47
Month, Definition .....	2
Moving Day .....	69
New Employee Orientation .....	6
New Employee Information Meetings .....	7
New Employee Orientation .....	6
New Employees, Membership Requirements .....	3
New Equipment or Software.....	45
Notice of Absence.....	61
Notice of Intent to Layoff .....	31
Notice of Intent, Technological Change .....	74
Notice of Recall .....	34
Notice of Resignation .....	22
Notice or Pay in Lieu .....	20
Notice to Employee, Technological Change.....	74
Notice, Laid Off.....	33
Notification by the University .....	4
Notification of Re-Evaluation Results .....	40
Notification, Union Representatives.....	4

Off Campus Duty.....	76
Official University Closure.....	56
Overtime Voluntary.....	50
Overtime, Definition.....	48
Overtime, Rate of Compensation.....	49
Overtime, Scheduled.....	49
Parking.....	54
Parking Spaces.....	54
Part-Time Employee.....	2
Paycheques, Vacation.....	59
Payment of Wages and Wage Rates.....	83
Personal Leave Without Pay.....	69
Personal Rights Protected.....	10
Personnel Files, Access to.....	11
Picket Lines, C.U.P.E Authorized.....	5
Picket Lines, Conditions for Illness or Injury.....	6
Picket Lines, Essential Services.....	6
Picket Lines, Insured Benefit Premiums.....	5
Picket Lines, Observation No Breach.....	5
Picket Lines, Other Bona Fide.....	5
Policy Grievance Procedure.....	15
Probationary Employees, Termination.....	21
Progressive Discipline.....	20
Promotion, Definition.....	27
Promotion, Salary Adjustment.....	28
Protective Clothing and Equipment.....	72
Public Transportation.....	53
Purchase and Maintenance of Furniture and Equipment.....	71
Purpose of Agreement.....	1
Quarantine.....	62
Recall, Definition.....	31
Recall, Notice of.....	34
Recalled Employee, Salary of.....	35
Reclassification.....	38
Recognition, Union.....	2
Recognition, Union Representatives.....	4
Record of Employment.....	11
Reductions in the Workforce.....	6
Re-evaluation Appeal Procedure.....	42
Re-evaluation Appeals.....	41
Re-evaluation, Anomalies.....	42
Re-evaluation, Definition.....	38
Re-evaluation, Documents Distribution.....	40

Re-evaluation, Employee Eligibility .....	42
Re-evaluation, No Probationary Period .....	41
Re-evaluation, Notification of Disposition .....	39
Re-evaluation, Requests for .....	39
Re-evaluation, Salary Increase .....	41
Re-evaluation, Salary Increase Retroactive .....	41
Re-evaluation, When Appropriate .....	39
Re-evaluation, WJQ (Custom) and Pay Equity .....	42
Reimbursement Following Return to Work, Maternity/Parental Leave ....	67
Reinstatement, Termination.....	22
Relief Periods .....	54
Religious Holidays, Additional Days .....	56
Repair or Replacement of Damaged Clothing .....	73
Reporting Allowance for Part-Time Employees.....	52
Resignation, Definition.....	20
Resignation, Notice of .....	22
Resolution Procedure, Harassment Complaint .....	12
Retiree Benefits .....	79
Retirement, Vacation Pay on .....	59
Retraining, Involuntary Transfer and Layoff .....	75
Retroactive Settlements, Grievance Procedure .....	17
Return to Work Following Long Term Absence .....	64
Return to Work, Maternity/Parental Leave.....	66
Safety and Working Conditions.....	71
Salary Adjustment, Promotion.....	28
Salary Grades and Classifications.....	85
Salary of Recalled Employee.....	35
Salary on Involuntary Transfer .....	34
Salary Schedules .....	88
Scheduling Regular Shifts .....	53
Senate or Board of Governors Appointments .....	69
Seniority Lists.....	24
Seniority Restored .....	24
Seniority, Accrual and Maintenance.....	23
Seniority, Computation of.....	23
Seniority, Definition .....	23
Seniority, Loss of.....	24
Severance Pay and Layoff .....	75
Sexual Harassment.....	11
Sexual Harassment, Definition .....	12
Shift Cancellation, Part-Time Employee .....	52
Shift Definitions.....	51
Shift Schedules .....	51

Shifts and Shift Differentials .....	51
Sick Leave .....	60
Sick Leave During Vacation.....	59
Sick Leave, Aggregation.....	60
Sick Leave, Chronic Absence.....	61
Sick Leave, Claim for Benefit .....	61
Sick Leave, Employee Eligibility .....	62
Sick Leave, Maternity/Parental Leave .....	66
Sick Leave, Medical Examinations and Certificates.....	61
Sick Leave, Notice of Absence.....	61
Sick Leave, Seniority.....	60
Split Shifts .....	51
Standard Grievance Procedure.....	15
Standard Work Day, Definition .....	47
Standard Work Week, Definition .....	47
Standby Time.....	50
Statutory Holidays .....	55
Step Two Grievance Form.....	93
Stoppage, no Work .....	15
Subrogation.....	64
Suspension .....	20
Technological Change .....	73
Technological Change, Consultation .....	74
Technological Change, Definition .....	73
Technological Change, Notice of Intent .....	74
Technological Change, Notice to Employee.....	74
Technological Change, Purpose .....	73
Technological Change, Retraining, Involuntary Transfer and Layoff .....	75
Technological Change, Severance Pay and Layoff.....	75
Temporary Appointments .....	26
Temporary Employee Benefits and Pay in Lieu of Benefits.....	83
Temporary Employee, Definition .....	1
Temporary Employees, Termination .....	21
Temporary Employment, Registration.....	25
Temporary Promotion, Definition .....	27
Termination .....	20
Termination, Definition .....	19
Termination, Notice or Pay in Lieu .....	20
Termination, Probationary Employees .....	21
Termination, Reinstatement.....	22
Termination, Satisfactory Evidence.....	22
Termination, Temporary Employees .....	21
Termination, Wages.....	22

Terms of the Agreement .....	83
Time Between Shifts.....	52
Time Limits, Grievance Procedure .....	16, 17
Time Off for Contract Negotiations.....	9
Time Off in Lieu of Payment, Overtime.....	49
Time Off to Attend, Grievance Procedures .....	17
Training and Development .....	45
Travel Accident Insurance .....	76
Travel Expenses.....	76
Trial Period, Definition.....	29
Tuition Waiver.....	46
Tuition Waiver, Employee Eligibility.....	46
Union Business .....	7
Union Communications .....	7
Union Meetings .....	9
Union Office .....	9
Union Recognition.....	2
Union Recognition.....	3
Union Representatives, Limitation .....	4
Union Representatives, Notification.....	4
Union Representatives, Recognition.....	4
Union Representatives, Responsibility .....	4
Union Representatives, Time Off .....	4
Union Security .....	3, 4
Union/University Relations .....	7
University Food Services Committee .....	44
University Pension Plan.....	80
University Safety Committee.....	71
Unsafe Conditions .....	72
Vacancies.....	25
Vacation after Resignation Notice .....	22
Vacation Entitlement, First Incomplete Year .....	57
Vacation Flexibility .....	58
Vacation Pay on Retirement .....	59
Vacation Paycheques .....	59
Vacation Schedule for Subsequent Years .....	57
Vacation Schedule, Posting of.....	58
Vacation Scheduling, Conflicts .....	58
Vacation, Employee Entitlement .....	59
Vacation, No Layoff .....	59
Vacation, No Loss of Seniority.....	59
Vacation, Sick Leave During.....	59
Wage Schedules.....	83



Week, Definition.....	2
Witness or Jury Duty .....	68
WJQ Custom.....	95
Work Load.....	72
Work on a Paid Holiday.....	55
Work, No Stoppage .....	15
Workers' Compensation.....	81
Workers' Compensation Board Standards .....	71
Workforce, Reductions in.....	6
Working Conditions.....	71
Written Warnings.....	11, 20
Year-end Statement of Members' Dues Deduction, Union Recognition .....	3