

COLLECTIVE AGREEMENT

between

THE GRADUATE STUDENT SOCIETY AT SIMON FRASER UNIVERSITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 3338

September 1, 2015 - August 31, 2021

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Article 1: General Purpose

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

Article 2: Recognition

- 2.01 The Employer recognizes Local 3338 of the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all of its employees and hereby agrees to negotiate with the Union, and any of its authorized committees, concerning all matters affecting the relationship between the Parties.
- 2.02 This Collective Agreement is fully applicable to all Part-time and/or Replacement, and/or Student and/or Temporary Employees unless otherwise specified.
- 2.03 In the event there is a conflict between the requirements of this Collective Agreement and those of regulations not provided for in the Bylaws of the Graduate Student Society, the requirements of the Collective Agreement shall prevail.

Article 3: Definition of Employer

- 3.01 Employer: The Graduate Student Society at Simon Fraser University, as represented by the Graduate Council of the GSS or its designate.
- 3.02 Under normal circumstances, the Executive Director shall be designated as Staff Liaison Officer, but the Board of Directors may, from time to time, appoint a member of the Graduate Council to act as Staff Liaison Officer for particular matters.

Article 4: Definition of Employees

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

- 4.02 Classifications of Employees: There shall be seven (7) general classifications of employees:
- a. Permanent
 - b. Replacement
 - c. Student
 - d. Temporary
 - e. Emergency Relief
 - f. Term
 - g. Replacement Student Employee
- 4.03 Permanent Employees: This classification shall include all persons who are employed on a continuous and/or permanent basis.
- a. Permanent Employees: This category shall include all Permanent Employees holding positions designated as “full-time” in Article 35.
 - b. Permanent Part Time Employees: This category shall include all Permanent Employees holding positions designated as “part-time” in Article 35.
- 4.04 Replacement Employees: This classification shall include all employees who have been hired to replace any Permanent Employee who is on vacation or approved leave. Replacement Employees shall take on the responsibilities as per the job description of the replaced employee and shall receive the wage and benefits of a Permanent Employee, unless stated otherwise, and shall be entitled to all rights and privileges of a Permanent Employee as per this agreement, unless stated otherwise.
- 4.05 Student Employees: Hours shall be offered to all employees within this classification equally where possible. Unscheduled hours shall be offered to Student Employees based on seniority and ability.
- a. Conditions of Employment: All Student Employees are required to be registered at Simon Fraser University and must provide proof of such registration at the beginning of each semester to the Staff Liaison Officer.
 - b. Graduation Allowance: Notwithstanding Section 4.05 (b) above, Student Employees shall be permitted to continue employment for one (1) semester after graduating from Simon Fraser University as a transition period.
- 4.06 Temporary Employees: This classification shall include all employees who have been hired to provide assistance for a particular project. They shall include:
- a. Externally Funded Employees: This category shall include all employees who are hired as a result of government or other agency funding.

- b. Project Employees: This category shall include all employees who are hired for a determined period with established hours.
- 4.07 Emergency Relief Employees: This classification refers to employees hired pursuant to Article 36.
- 4.08 Term Employees: This classification shall include all employees who are hired for a specified term to provide assistance to a department or area.
- 4.09 Replacement Student Employee: This classification shall include all employees who have been hired to replace any Student Employee who is on vacation or approved leave. Replacement Student Employees shall take on the responsibilities as per the job description of the replaced employee and shall receive the wage and benefits of a Student Employee unless stated otherwise in the Collective Agreement. Upon the successful completion of the replacement term, Replacement Student Employees shall be placed on the Student/Term Employee recall list in accordance with Article 38.04.

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

Article 5: Management Rights; Union Participation

- 5.01
 - a. The management and direction of the working force is vested exclusively with the Employer except as otherwise provided in this agreement. The Employer agrees to exercise its management rights in accordance with the provisions of this Collective Agreement.
 - b. All rights, benefits and working conditions that employees currently enjoy, as employees, shall continue to be enjoyed insofar as they are consistent with this Collective Agreement. The Employer may discontinue such rights, benefits and working conditions not described in this Agreement upon discussion with the Union and reasonable written notice.
- 5.02 Staff Representation and Consultation
 - a. Consultation: For the purposes of this subsection, consultation shall be defined as discussion and an opportunity for response. The Employer agrees to meaningful consultation with the employees through their elected representative regarding the development of rules and policies that substantially affect the conditions of employment of employees or employees' day to day performance of assigned duties.
 - b. Participation: The Employer and Union agree to the principle of Union participation in discussions and input regarding decisions that substantially affect the conditions of employment of employees or employees' day to day performance of assigned duties. Therefore, the employees shall elect a Staff Representative to the Council who shall be entitled to attend and participate in all meetings of the Council and General meetings. The Staff Representative shall not be a voting member of the Council. Employees shall, in accordance with job descriptions and the relevant policies of the Employer, be entitled to participate in meetings of the Employer or to which the Employer sends representatives.

- c. The Employer agrees that meetings of the Employer (including committee, working group, General, and Council meetings), with the exception of those dealing with employee discipline, discharge, and other matters deemed to be of confidential nature, or any meetings which are determined to be in camera, shall be open to employees normally scheduled to attend such meetings. Employees not normally scheduled to attend such meetings may attend with the permission of or at the direction of the Employer. All employees who attend such meetings shall have voice but not vote unless otherwise stated by policy.
- d. Employees shall receive pay for attendance at meetings of the Employer's Graduate Council or its committees and their subcommittees where they are normally scheduled to attend such meetings or where they are attending such meetings at the direction of, or with the express permission of the Employer. Such paid time at meetings shall be part of Employees' normal work schedules.
- e. Where an in camera session of the Council is being convened to specifically address a matter of disciplinary action against an employee, the Shop Steward, or a Union representative, alone shall have the right to address the session regarding the matter of discipline of the employee and answer questions on the matter. The Executive Director shall inform the Shop Steward of the appropriate meeting time and location. Following the Shop Steward's presentation and responses to questions on the matter, the Shop Steward shall leave the session of the Council. Under no circumstances shall the Shop Steward be present for the discussion, debate, or vote on the matter.

5.03 Job Descriptions

- a. The Employer and Union agree to respect existing job descriptions of all employees, including Permanent Employees (pursuant to Article 36.01). The Employer may reasonably change existing job descriptions subject to operational requirements. Proposed changes to job descriptions shall be dealt with in a Working Conditions meeting (pursuant to Article 5.04).
- b. No employee shall suffer a loss of wages or hours as a result of changes to job descriptions.

5.04 Working Conditions

- a. Committee: A Working Conditions Committee shall include the Employer's Staff Liaison Officer and the Union's Shop Steward or Union Representative.
- b. Purpose: The purpose of the Working Conditions Committee shall be to maintain communication and to promote cooperation between employees and the Employer.
- c. This Committee shall meet at the call of either Party.
- d. Meeting: Meeting of this Committee shall be held during normal working hours with no loss of pay or benefits to the employee(s) concerned.

- e. Unresolved Disputes: Disputes not resolved by the Working Conditions Committee may be referred to Step 2 of the Grievance Procedure as set out in Article 42.
- 5.05 Reports of the Employer
- a. Copies of any written reports or recommendations made or about to be made to the Council dealing with matters that may affect the conditions of the employment of employees or employees' day to day performance of assigned duties shall be made available to the Union by the Employer.
 - b. The Shop Steward, or Union representative, may attend any presentation of any oral reports or recommendations to the Council dealing with matters that directly affect the conditions of employment of employees or employees' day to day performance of assigned duties.
- 5.06 Both Parties recognize the cooperative nature of the workplace and agree that employees may, by mutual agreement of the employees concerned and the Employer, share specific duties or tasks.
- 5.07 An Employee who is a voting member of an Employer committee shall enjoy the same right as any other member of the committee. If the position is non-voting they shall enjoy the same rights as any other member of the committee, except that they shall not have the right to vote, move motions or participate in discussions of the matters concerning employee discipline, discharge, and other matters determined to be of a confidential nature that are determined to be in camera.

Article 6: No Discrimination

- 6.01 Human Rights: The Employer and the Union agree that there will be no discrimination against an employee, prospective employee or employee representative by reason of age, race, creed, colour, national origin, political or religious views, sex or sexual orientation, gender or perceived gender, transgender, marital status, appearance, or whether they have children.
- 6.02 Personal Rights: The Employer and its representatives agree that the rules, regulations, and requirements of the workplace shall be limited to matters pertaining to the work required of each employee. In addition, the Employer or individual Executive Committee or Council members shall not harass or belittle employees. Employees will not be asked or required to do personal work for representatives of the Employer.
- 6.03 Sexual Harassment:
- a. Definition: Sexual harassment shall be defined as any sexually oriented behaviour of a deliberate or negligent nature that adversely affects the working environment. It includes but is not limited to:
 - i) sexual solicitation or advance of a repeated, persistent or abusive nature made by a person who knows or ought to know that such solicitation or advance is unwanted;
 - ii) implied or expressed promise of reward for complying with a sexually-oriented request;

- iii) reprisal in the form of either actual reprisal, or the denial of opportunity, or implied or expressed threat of actual reprisal or denial of opportunity for a refusal to comply with a sexually-oriented request;
 - iv) sexually-oriented remarks or behaviour on the part of a person who knows or ought to know that such remarks or behaviour may create a negative psychological or emotional environment for work or study.
- b. Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances. File at Step 3 of the grievance procedure. If unresolved at Step 3 the grievance shall, within the times frames as set out in this step, proceed to arbitration in an expedited manner. A single arbitrator shall hear the matter. See Appendix 1 for a list of mutually-agreed arbitrators.
 - c. No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
 - d. The Employer recognizes its responsibility to maintain a discrimination free workplace.
- 6.04 Trade Union Activity: The Employer will not discriminate against any employee because of membership or activity in the Union or for the exercise of rights provided for in the Agreement.
- 6.05 Personal Opinions: No employee shall be disciplined for voicing personal opinions on GSS policy or business in the performance of their duties and responsibilities.

Article 7: Duty to Accommodate

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

Article 8: Employee Information & Confidentiality

8.01 Employee Information

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

- a. An employee shall have access to all books and records pertaining to their employment within twenty-four (24) hours' notice, excluding weekends and holidays, to the Employer or as otherwise mutually agreed. The Employer may add written comments to these records. The employee shall be informed within two (2) working days of any addition to these records, and shall have the right to include their written reply to these as a permanent part of the file. All communication in this file must be signed by the originator.
- b. Limited Access: Access to an employee's confidential records shall be limited to the Staff Liaison Officer, the employee, and the Shop Steward. Others may be granted access to the records only by mutual agreement of the Employer and the Union.
- c. Confidential Information Reporting: The Employer shall not give any confidential information about an employee to anyone without the permission of the employee concerned. The Employer shall restrict the transfer of all information related to the matter to seated members of the Council. If discussion is necessary in a meeting of the Council, it shall be "in camera". If consultation or legal advice is desired, a lawyer and/or management representatives of the Employer may be approached. It is understood that the Employer will impress upon such management representatives that the matter remain confidential.
- d. The Union shall restrict the transfer of all information related to the matter to members of the Local. If consultation or legal advice is desired, a lawyer and/or representatives of the Canadian Union of Public Employees may be approached. It is understood that the Union will impress upon such Union representatives that the matter remain confidential.

Article 9: Union Security

- 9.01 Union Shop: All employees at the date of signing this Agreement who are covered by the Certification shall be required to become or remain Union members as a condition of employment.
- 9.02 New Employees: As a condition of employment, employees who are hired after the date of signing this Agreement shall become Union members.
- 9.03 Notification of the Employer: The Employer shall provide the Union with all necessary information relating to the following matters for all employees of the Society on a current basis:
 - a. A list of employees, showing their names, addresses and employment status and ranked according to seniority.
 - b. The Employer shall notify the Union, in writing within five (5) working days of all job postings, hiring, transfers or resignations.
 - c. The Employer shall notify the Union in writing within one (1) working day when any employee has been laid off, discharged, suspended, or given a written warning.

- 9.04 Conflict of interest: Any employee who is elected to the Graduate Council or as an Officer of the Society must terminate their employment with the Society on or before commencing the term of office of the position to which they were elected. Any elected member of the Graduate Council, Executive Committee, or Officer of the Society must resign from their elected position on the Graduate Council or as an Officer of the Society, respectively, at the time of or before commencing their employment with the Society.
- 9.05 No Contracting Out: The Employer shall not contract out bargaining unit work. Only employees hired according to the process specified in Article 36 (Hiring, Transfer, and Recall) may perform bargaining unit work, except when mutually agreed upon by the Union and the Employer. Such mutual agreement must be in writing and contain a description of the work contracted out.

Article 10: Check Off

- 10.01 Authorization: The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members. All employees on the date of hire shall be required to sign authorization for dues and assessment deduction. A copy of this authorization shall be forwarded to the Union.
- 10.02 Deduction of Dues: Dues shall be deducted from each paycheque in accordance with the Local Union bylaws. Dues shall be forwarded to the Secretary/Treasurer of the Local Union not later than the fifteenth (15th) day of that month, accompanied by a list of the names, addresses, email addresses, classifications of all employees, and gross monthly income from whose wages the deductions have been made. The Employer shall pay the Union interest at the rate of two percent (2%) per month or fraction of a month for any delay under the control and responsibility of the Employer in remitting the sums listed in this Article within the time period as specified in this Article.
- 10.03 Dues Receipt: At the same time as Income Tax (T4) slips are made available, the Employer shall indicate the amount of Union dues paid by each employee in the previous year.
- 10.04 Notification: The Union agrees that it will advise the Employer of all present assessments and dues required by the Union and of any changes that from time to time may arise in connection with such dues and/or assessments.

Article 11: Union Activity

- 11.01 Contacting at Work: The elected representatives of the Union shall have the right to contact employees at work on matters respecting this Collective Agreement and its administration. The Union agrees that there will be no undue disruption of work.

- 11.02 Leave for Union Functions: All Union Leave entitlements shall be granted subject to the ability of the Employer to carry out normal operations. Approval for any Union Leave will not be unreasonably denied.
- a. Paid Union Leave: Upon written notification to the Employer, an employee elected or appointed to represent the Union shall be granted leave of absence with pay and benefits. Such leave shall be limited to a total of six (6) working days per year for the bargaining unit as a whole. Unused days may not be carried forward to the following year.
 - b. Unpaid Union Leave: A leave of absence without pay but without loss of benefits shall be allowed for employees acting as representatives of the Union, its affiliated or chartered bodies, and labour organizations to which the Union is affiliated. Such leave shall be limited to twenty (20) days per year for the bargaining unit as a whole. Any unused days may be carried forward to the following year to a maximum total of twenty (20) working days.
 - c. Additional Union Leave: Additional Union leave, as described above, in excess of the above limitations will be unpaid and without benefit coverage being paid by the Employer. The Employer will continue the representative's regular pay and benefits provided the full costs of such pay and benefit continuation is to be reimbursed by the Union in a timely fashion, upon receipt of itemized accounting of such costs. Such additional leave shall be limited to two (2) years total, cumulative. Leave to act as a National Union representative will be as set out in Section 11.03 (c).
 - d. Notification: The Union shall notify the Staff Liaison Officer in writing of the names of its representatives.
 - e. Disputes: All disputes regarding Union Leave shall be subject to grievance procedures as set out in Article 42.
- 11.03 Leave of Absence for Full-Time Union or Public Duties:
- a. The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of benefits ninety (90) calendar days prior to Election day so that the employee may be a candidate in Federal, Provincial, or Municipal elections.
 - b. An employee who is elected to public office shall be allowed leave of absence during their term of office for a period of up to two (2) years. The employee so elected shall give one (1) month's notice. Seniority shall remain at its achieved level. The employee shall be allowed to continue with all of the benefit plans of this Agreement, and they shall pay the full premium of these plans. Further leave shall be granted by mutual consent. An employee returning from such leave shall be entitled to return to work.

- c. An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay for a period of up to two (2) years, subject to extension by mutual consent. The employee so elected shall give one (1) month's notice. Seniority shall remain at its achieved level. The employee shall also be allowed to continue with all benefit plans, and they or the Union shall pay the full premiums of these plans. An employee returning from such leave shall be entitled to return to work.
 - d. To be eligible for leave under paragraphs (b) and (c) of this section, an employee must have accumulated two (2) years seniority. Notice of intention to return, or to renew, shall be given by the employee at least sixty (60) calendar days in advance of expiry of leave.
- 11.04 No Loss of Pay: A Steward may investigate and process grievances during working hours, without loss of pay or benefits. Approval for such activities shall not be unreasonably denied by the Employer. The Union agrees that there shall be no undue disruption of work.

Article 12: Stewards & Other Union Representatives

- 12.01 Recognition: The Employer recognizes the Stewards, the members of the Union's Grievance Committee, members of the Hiring Committee and any other committees established by the Union and the Council Staff Representative elected by the Union, and shall not discriminate against them for carrying out the duties proper to their positions.
- 12.02 Meeting the Employer
- a. When the Staff Liaison Officer wishes to discuss dissatisfaction with the work of an employee, the employee shall be accompanied by a Steward or Union representative.
 - b. When an employee wishes to discuss dissatisfaction with the work or performance of a representative of the Employer, e.g. Council members, the employee shall inform the Steward for the attention of the Staff Liaison Officer.
 - c. Attendance by the Shop Steward, or Union representative, at meetings of the Council concerning employee discipline shall be in accordance with Section 5.02(e).
- 12.03 No Loss of Pay: Union representatives shall be entitled to leave their work during working hours for the purposes of collective bargaining. All time spent in collective bargaining shall be considered time worked. The Union agrees there shall be no undue disruption of work.
- 12.04 Notification by the Union: The Union shall regularly notify the Employer, in writing, of the names of its local executive, Stewards and Grievance Committee members, and of its representatives on the Hiring Committee, Working Conditions Committee and any other committees established by agreement between the Parties.
- 12.05 Times scheduled for negotiations by mutual consent that takes place after 5:30 PM shall be without pay.

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

Article 13: Union Meetings

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

Article 14: Union Label

- 14.01 In order that the Employer's general membership and the general public may be aware of the benefits of a unionized workforce, the Union label shall be displayed prominently at each of the locations of the Employer's operation.
- 14.02 The recognized Union label shall include the designation "CUPE" at the employees' option. This designation shall be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials of the employee on typewritten correspondence of the Employer and it shall appear on all matter printed by a member of the Union.
- 14.03 Other locations and uses of the Union label shall be by mutual consent of the Parties.
- 14.04 The privilege of using the Union label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer continues to comply with all of the terms and conditions of this Agreement.
- 14.05 Employees shall be entitled to wear Union pins or emblems and/or Steward badges while they are working.

Article 15: Union Information

- 15.01 Copies of Agreement: The Staff Liaison Officer shall provide each new employee with an up-to-date copy of the Collective Agreement upon commencement of employment. The Staff Liaison Officer shall provide each new member of the Executive Committee with an up-to-date copy of the Collective Agreement, printed upon request, within ten (10) days of the commencement of their term of office. The Staff Liaison Officer shall provide all employees as of the signing of this Agreement with an up-to-date copy of the Agreement within a reasonable period of time after this Agreement has been signed by the Parties. The cost of preparing and producing a sufficient number of copies of the Agreement shall be borne by the Employer.
- 15.02 One Hour Explanation: The Employer agrees that a member of the Union's local executive or the Shop Steward shall be given an opportunity during regular working hours to interview each new employee within the first month of their employment for the purpose of acquainting the employee with the benefits and obligations of Union membership and their responsibilities and obligations to the Employer and the Union.

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

Article 16: Bulletin Board

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

Article 17: Legal Picket Lines

- 17.01 The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross an established legal picket line or for refusal to handle goods for an employer where a strike or lockout is in effect.
- 17.02 Where an employee who is not reporting for work as the result of an established legal picket line, they shall be deemed to have applied for and been granted an unpaid leave of absence for the time involved.
- 17.03 The Employer agrees that it shall not request, require, or direct members of the bargaining unit to perform work resulting from strikes that would have been carried out by those persons on strike.
- 17.04 Working Conditions Meeting:
- a. In the event that the Employer and/or the Union receives notification:
 - i. that a trade union has established a legal picket line at any entrance of any campus of Simon Fraser University, or on such a campus; or
 - ii. that an employer has served a lock-out notice or a trade union has served a strike notice that might, if acted upon, result in the establishment of such a legal picket line, the Working Conditions Committee shall meet to determine the advisability of maintaining the operations of the GSS.
 - b. This meeting shall be convened within one (1) working day of receiving such notification. The provisions of Section 5.04(d) shall not apply.
- 17.05 The purpose of this Article is to promote a high level of cooperation between the Union and the Employer. Both Parties recognize that labour/management disputes at the University have a capacity to produce difficult ethical and moral questions for all members of the University community. The Student Society recognizes the trade union principles that guide its staff and agrees that it will make every reasonable effort to avoid situations requiring the staff to perform work for members of the Student Society that would be in direct support of or opposition to either Party of a labour/management dispute at the University.

- 17.06 Political Action: No employee shall be disciplined for participation in noncriminal action(s) called for or endorsed by the Canadian Labour Congress. A leave of absence allowing such participation shall not be unreasonably withheld. Any such leave shall be without pay. The Union agrees to promptly notify the Employer of any impending action.

Article 18: Staff Meetings

- 18.01 Staff Meetings: There shall be a one (1) hour monthly staff meeting called for and chaired by the Staff Liaison Officer for the purpose of discussing projects, plans, and coming events of the Graduate Student Society and the role and workload of the staff in relation to these. This meeting shall be with pay for the attending employees. A minimum of one (1) Student Employee shift shall be scheduled during staff meetings to enable one (1) Student Employee to attend staff meetings as paid time.
- 18.02 Staff Workshop: The Employer will authorize Permanent and Replacement Employees to take one (1) day per year as a staff workshop, as paid time.
- 18.03 Student Employee Staff Meetings: There shall be a minimum of one (1) Student Employee staff meeting per semester. Additional meetings may be called as needed with the mutual agreement between the Union and the Employer. The Staff Liaison Officer shall attend to discuss workplace issues such as staff levels, scheduling, ongoing use of student employees, and other concerns.
- Subject to their availability, all Student Employees shall be scheduled for two (2) hours of paid work time to attend such meetings.
- 18.04 Orientation: The Union shall have the right to participate in the training of any new Executive Committee member about the Union and the Collective Agreement.

Article 19: Health, Safety, Environment & Limited Indemnification

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

- 19.01 Health and Safety:
- a. Access to the Workplace: Union staff or Union Health & Safety advisors or consultants shall be provided access to the workplace, if required, for inspecting, investigating or monitoring the workplace, at the request of the Union. The Union and the Employer agrees to advise the other of any real or potential health or safety problems it is investigating. It is understood that the Employer can exercise the same right of access to Health & Safety advisors and/or consultants.
 - b. In the event that the Union decides that a health or safety issue has not been dealt with appropriately, the Union is entitled to initiate a grievance at Step 2 as per Article 42. If unresolved at Step 3, the grievance shall within the time frames as set out in this step proceed to arbitration. A single arbitrator shall hear this matter.

19.02 Pay & Time Off Provisions:

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

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

19.04 Rights of Employees

- a. Right to Refuse and No Disciplinary Action: No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they have grounds to believe that it would be physically unsafe or unhealthy to do so where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations, or where such work would result in the pollution of the environment. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job or operate a piece of equipment where another worker has refused until the matter has been investigated by the Employer and the Union and the matter has been satisfactorily resolved.
- b. Injury Pay Provisions: An employee who is injured in the execution of their duties and is required to leave for treatment or is sent home as a result of injury shall receive payment for the remainder of their work day at their regular rate of pay without reduction of sick leave. Upon return to work, an employee shall receive their regular pay and benefits for time spent for further medical treatment of the injury, during regularly scheduled working hours, subsequent to the day of the accident.

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

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

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

d. Rights of Employees:

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

- i. Employees shall have the right to refuse involvement in any activity that may be criminal and shall not be subject to disciplinary action as a result of such refusal.
- ii. Where an employee is charged with a criminal offense resulting from the proper performance of their duties and/or is incarcerated for actions sanctioned by the Staff Liaison Officer on behalf of the Council or the decision of the Labour Committee, they shall be entitled to a leave of absence with full pay and benefits without loss of seniority for court appearances and/or the period of incarceration.
- iii. The employee shall be entitled to be reimbursed for reasonable legal costs should they meet the above conditions.

19.05 Responsibilities of the Employer:

- a. Safety & Health Records, Reports and Data: The Employer shall provide the Union with copies of all accident reports and other health and safety records in the possession of the Employer.
- b. Protective Equipment: The Employer agrees, where the nature of the work or working conditions so require, to supply the employee(s) at the Employer's expense with all necessary tools, protective clothing, safety equipment and other protective devices, which shall be maintained and replaced, where necessary, at the Employer's expense.
- c. First Aid Equipment: The Employer shall provide and/or maintain such first aid equipment as required by the Workers' Compensation Board. The location of such equipment shall be made known to each employee. Wherever practical, first aid equipment shall be located and marked so as to be visible to the general public.

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

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

- b. An employee receiving payment for compensable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this Agreement. While on Workers' Compensation, the Employer shall continue to pay all premiums for the employee for all benefit plans including the savings plan.
 - c. If the laws and regulations pertaining to taxation of benefits under this Article change, this Article may be reopened upon request of either Party.
 - d. When an employee receiving Workers' Compensation Board benefits is medically and emotionally fit to return to work, a meeting of the Working Conditions Committee shall be held to determine appropriate duties and hours. No agreement shall be made that jeopardizes benefits payable or the health of the employee.
 - e. An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position.
- 19.07 Health & Safety Grievances: Nothing in this Article shall preclude an employee, group of employees or the Union from filing an individual or group grievance under this Agreement for violation of this Article. Where the grievance involves a question of the general application or interpretation of this Article, the grievance procedure may begin at Step 2 for Union and Policy Grievances.
- 19.08 Computer Safety: The Employer and the Union acknowledge a desire to maintain a high level of standards and agree that both parties may establish higher standards than those referred to in this Article. The term 'computer systems' refers to hardware, software, related peripherals, furniture, and equipment used in any process involving computers.
- a. Introduction of computer systems: No computer system, or individual units or components thereof, or any change in their function and operations will be introduced without prior negotiation and agreement with the Union.
 - b. Standards: The parties agree to be guided by the standards contained in SFU policy GP-13, December 2006 revision, which can be reasonably applied to the work situation at the Society.
 - c. Eye Examinations: An employee who normally works with a display terminal shall have an eye examination upon employment and yearly thereafter, paid for by the Employer, if not already provided for by the Employee's Medical Plan provided by the Society. The Employer agrees to pay for corrective actions when, in the opinion of the doctor(s), such actions are necessary to correct or prevent damage caused in full or in part by the employee's use, at work, of a display terminal. Requests will be made to the Staff Liaison Officer.
 - d. Notification: In order that the above provisions shall be binding on the Employer, the employee must notify the Employer immediately, in writing, of any incident or course of events that may lead to legal action against it or when they first becomes aware that there is a possibility of such action arising.

19.09 Limited Indemnification:

- a. Civil Actions: Except where there has been flagrant or wilful negligence on the part of the employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the proper performance of their duties. The Employer also agrees to pay any reasonable legal costs incurred in the proceedings including those of the employee.
- b. Criminal Actions: The Employer will not direct nor expect any employee to participate in any criminal activity as part of their employment. Where an employee is charged with a criminal offense resulting directly from the proper performance of their duties and subsequently found not-guilty, the employee shall be reimbursed for reasonable legal costs. Employees shall have the right to refuse involvement in any activity that may be criminal and shall not be subject to disciplinary action as a result of such refusal.
- c. Legal Services: At the option of the Employer, the Employer may provide for reasonable legal services in the defense of any legal proceedings involving the employee as a result of the proper performance of their duties (as long as no conflict of interest arises between the Employer and the employee) or pay the reasonable legal fees of counsel chosen by the employee.
- d. Notification: In order that the above provisions shall be binding on the Employer, the employee must notify the Employer immediately, in writing of any incident or course of event which may lead to legal action against them or when they first become aware that there is a possibility of such action arising.

Article 20: Technological and other Changes

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

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

- 20.01 Definition of Displacement: Any employee shall be considered displaced by change when their services shall no longer be required in substantially the same capacity or for the same number of hours as a result of a change pursuant to this Article.
- 20.02 Notice: Before implementing such changes, the Employer will provide the Union with a minimum of sixty (60) calendar days' notice of any change which might result in the displacement of an employee or employees. Such notice shall be in writing and shall include all of the following:
- a. The nature of the proposed change.
 - b. The date upon which the Employer proposes to effect the change(s).
 - c. The employees who are likely to be affected by the change.

- d. The effect that the change is expected to have on working conditions and terms of employment.
 - e. All other pertinent data relating to the anticipated effects on the employees.
 - f. Prior to the introduction of change, the Employer shall have meaningful discussions with the Union regarding the proposed changes and shall attempt to reach agreement on measures to protect employees from adverse effect.
- 20.03 In the event that an employee is displaced by change the following measures shall be taken:
- a. An employee who is rendered redundant or displaced from their job as a result of change shall have the opportunity to transfer into any existing vacant position in accordance with Article 38.
 - b. Where change does not result in displacement but requires greater skills within an existing job held by an affected employee, that employee shall, with no loss of hours of work or rate of pay, be given sixty (60) days, including at least thirty-five (35) days worked by the employee, to acquire the necessary knowledge, skills and abilities to perform the job.
 - c. No additional employee shall be hired by the Employer until employees affected by change or employees on layoff have been notified of the proposed change and are allowed a reasonable training period (as defined in 20.03 b) to acquire the necessary knowledge and skills to retain their employment.
 - d. Complaints regarding the introduction of change may be referred by either party to expedited arbitration for a determination, in accordance with Section 104 of the Labour Relations Code of British Columbia, provided such referral occurs prior to the expiration of the notice period laid out in Section 20.02. In cases where the matter of a change is referred by either party to expedited Arbitration within the notice period as described above, such change(s) shall not be implemented prior to the decision of the arbitrator in the case.
 - e. The training period may be extended by mutual agreement.

Article 21: Transportation and Parking

In recognition of the Employer's commitment to sustainability and protection of the environment, every effort will be made to encourage employees to use modes of public transportation whenever possible. To that end, the following benefits will be made available to employees.

21.01 Transportation:

- a. Work After 9:00 PM: When an employee is required to work after 9 PM, the Employer is required to pay for a taxi fare for the employee.
- b. Work Off Campus: Any employee required to attend meetings off campus, or otherwise work away from their usual workplace, shall receive travel expenses.
- c. Automobile Allowance: Any employee required to use their own vehicle on the Employer's business shall be consistent with the Canada Revenue Agency's Automobile Allowance.
- d. Business Insurance: Where the use of an employee's vehicle for the Employer's business requires the vehicle to be insured for business use, the Employer shall pay the difference in the insurance premiums.

21.02 Permanent Employee Benefit: Transportation

Permanent Employees are eligible to receive, as a taxable benefit, determined on a semesterly basis, typically provided as part of the first pay cheque of each month, one of the following:

- a) A refund for Translink bus pass (one- or two-zone depending on place of residence in comparison to the GSS offices) upon proof of purchase being submitted to the Staff Liaison Officer; or
- b) A bicycle maintenance allowance of fifty (\$50) dollars per month, if the employee regularly rides a bicycle for all or most of their commute to work; or
- c) A refund for a parking permit in East Lot upon proof of purchase being submitted to the Staff Liaison Officer.

21.03 Student Employee Benefit: Transportation

Student Employees are eligible to receive, as a taxable benefit, determined on a semesterly basis, typically provided as part of the first pay cheque of each month, a refund for a U-Pass bus pass upon proof of purchase being submitted to the Staff Liaison Officer.

Article 22: Staff Room¹

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

Article 23: Office Holidays

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

23.02 Recognized Holidays:

- a. The Employer recognizes the following holidays:
 - New Year's Day
 - Family Day
 - Good Friday
 - Easter Monday
 - International Women's Day
 - Victoria Day
 - Canada Day
 - BC Day
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - December 24
 - Christmas Day
 - Boxing Day
 - December 27 through 31
- b. The Employer agrees to recognize any additional holidays declared by the Government of Canada or the Government of British Columbia or designated by the University or the GSS.
- c. Student Employees may receive pay in lieu of office holidays in the amount of seven-point-three percent (7.3%) of gross wages to be calculated and paid out each pay period. If Student Employees elect to have their office holidays paid out, they must do so at the date of hire or at the beginning of a new calendar year.

¹ See the staff room agreement between the GSS and the SFSS for shared access to the SFSS staff room space (pages 50-52)

23.03 Other Holidays:

- a. For each other holiday, one (1) weekday shall be designated an Office Holiday. Normally, this would be
 - i. on the holiday, if it falls on a weekday; or
 - ii. on an adjacent weekday, if it falls on a weekend; and
 - iii. when the University observes it, if it does so.
- b. The Union and the Employer may, by mutual agreement, designate an alternate day to be observed by the employees as one of the above holidays.
- c. When any of these Office Holidays falls on a Permanent or Student Employee's scheduled day off, they have the option to receive holiday pay or to take equivalent paid time off. Time off must be taken within thirty (30) working days of the Office Holiday. The employee may determine when to take the time off, subject to the approval of the Staff Liaison Officer. Such approval shall not be unreasonably withheld.

23.04 Work on Office Holidays:

- a. The Working Conditions Committee may require that an area maintain operations during an Office Holiday. The Union will make every effort to provide adequate staffing.
- b. An employee who agrees to work on an Office Holiday may choose:
 - i. pay at double time and equivalent paid time off; or
 - ii. pay at straight time and double paid time off. The employee may determine when to take the time off, subject to the approval of the Staff Liaison Officer. Such approval shall not be unreasonably withheld.

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

Article 24: Vacations

24.01 Calendar Year: The calendar year shall mean the twelve (12) month period from January 1 to December 31 inclusive.

24.02 Permanent Employee Vacation Entitlement: Permanent Employees shall be entitled to an annual vacation with pay on the following basis:

a. First Calendar Year of Employment:

- i. During their first calendar year of service, Full-time Employee(s) shall receive one-twelfth (1/12) of a yearly three (3) week vacation entitlement for each full month worked, with hours pro-rated for Part-time Employees. The vacation shall be pro-rated to the number of days worked during the month, with the right to take days as they are accumulated.
- ii. A probationary employee wishing to take vacation time must have the Shop Steward forward the request to the Staff Liaison Officer for prior approval.

b. Subsequent Calendar Years of Employment:

Year of Service	Vacation Entitlement
2 nd	3 weeks
3 rd	4 weeks
4 th	5 weeks
5 th	5 weeks, 1 day
6 th	5 weeks, 2 days
7 th	5 weeks, 3 days
8 th	5 weeks, 4 days
9 th	6 weeks
15 th	7 weeks
20 th , etc.	8 weeks

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

c. Vacation Entitlement Carryover: At the end of each calendar year an employee may carryover up to two (2) weeks of unused vacation time to the next calendar year. This vacation time may be used at any time within the next calendar year.

24.03 Permanent Replacement, Student and Temporary Employees:

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

- b. Permanent Replacement, Student and Temporary Employees shall be entitled to vacation with pay for three (3) weeks per year, pro-rated according to the period for which the employee has been hired. Hours will be pro-rated for Part-time Employees, with the right to take days as they are accumulated.
 - c. This vacation entitlement may be used at any time during the employee's period of employment. However, they must have the Shop Steward forward the request to the Staff Liaison Officer for prior approval.
 - d. Student and Temporary Employees may elect to have their vacation paid out on a pro-rated basis every pay cheque; they must do so at the date of hire or at the beginning of a new calendar year.
- 24.04 Split Vacations: An employee may take holidays in broken periods with the approval of the Staff Liaison Officer. No reasonable request shall be denied.
- 24.05 Mandatory Vacation: Starting with the second year of employment, an employee must take two (2) weeks vacation time off or one-half (1/2) their vacation time owing, whichever is less.
- 24.06 Termination: If an employee is terminated, or if an employee terminates employment, their vacation entitlement shall be pro-rated to the actual time worked in that employment year. If the employee has exceeded this pro-rated allotment, the difference shall be deducted from the final pay cheques prior to termination.
- 24.07 Notice of Vacation: Employees shall provide the Staff Liaison Officer with employee vacation schedules by April 1, of each year, or normally provide not less than sixty (60) days' notice. Notice should include suggestions regarding provision for covering responsibilities while on vacation. The Staff Liaison Officer must reply to all requests within thirty (30) days.
- 24.08 Conflict in Vacation Scheduling: Vacations shall be scheduled on the basis of seniority where there is a conflict of scheduling between employees within a specific area of work.
- 24.09 Pay cheques: An employee may, upon giving five (5) calendar days prior notice, receive on the last working day preceding commencement of their vacation, any cheques which would normally fall due during the period of their vacation.
- 24.10 Compensation for Holidays Falling Within Vacations: An employee shall be granted an additional day's vacation with pay for any Office Holiday which is observed during their vacation.
- 24.11 Approved Sick Leave During Vacation: Where an employee becomes ill or suffers an accident while on paid vacation, they shall be entitled to draw on accumulated sick leave for the duration of the illness or disability without loss of vacation time. Such illness or disability must be certified by a medical practitioner.

24.12 Work During Scheduled Vacation:

- a. The Working Conditions Committee or Staff Liaison Officer may request an employee to work during their scheduled vacation time.
- b. If the employee agrees, then for the work done during the former vacation period, the employee shall be paid at straight time and in addition may choose:
 - i. to reschedule the time off; or
 - ii. to receive the equivalent in time off pay. If the employee chooses to reschedule, they may determine when to take the time off, subject to the approval of the Staff Liaison Officer. Such approval shall not be unreasonably withheld.
- c. Requests of the Working Conditions Committee or Staff Liaison Officer under this section shall be limited to a total of two (2) weeks per year per employee.

Article 25: Semester Time Off

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

Article 26: Special Leave

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

For the purpose of this Article:

“Immediate family” means: parent, spouse or partner (including same-sex and common law), brother, sister, child, grandchild, grandparent, fiancé, guardians (including former), ward, or any person who lives with an employee as a member of the employee’s family and includes any immediate family member of the employee’s fiancé, spouse or partner. Should the definition of “immediate family” in the Employment Standards Act change to include relationships not set out in this Article, those additions will apply. Should the definition in the Act change to exclude any relationships set out in this Article, such changes will not apply.

26.01 Requests:

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

26.02 Personal Days:

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

26.03 Court Duty:

An employee required to attend court as a juror or a witness shall be granted paid leave for the actual time an employee is required to be in attendance at court plus a reasonable amount of travel time. If the employee received remuneration for Court Duty, such remuneration shall be turned over to the Employer.

26.04 Bereavement Leave:

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

- a. Permanent Employees are entitled to five (5) consecutive days of paid leave on the death of a member of their "immediate family", or any person for whom the employee is required to administer bereavement responsibilities.
- b. Student and Temporary Employees are entitled to three (3) consecutive days of paid leave on the death of a member of their "immediate family".
- c. Additional bereavement leave without pay may, upon request, be granted by the Staff Liaison Officer.
- d. Bereavement Leave will normally be taken at the time of immediate family member's death.

- e. All employees actively at work who take Bereavement Leave will receive regular pay for the days taken. Bereavement Leave is not compensable when the Employee is on an approved leave or layoff at the time of the bereavement.

26.05 Compassionate Care Leave

- a. For the purpose of Compassionate Care Leave, "family member" has the definition as set out above and includes any other individual who is a member of a prescribed class, as per the Employment Standards Act.
- b. An employee who requests leave under this Article is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed, after:
 - i. the date the certificate is issued; or
 - ii. if the leave began before the date the certificate is issued, the date the leave began.
- c. The employee must give the Employer a copy of the certificate as soon as practicable.
- d. A leave under this Article ends on the last day of the week in which the earlier of the following occurs:
 - i. the family member dies;
 - ii. the expiration of twenty-six (26) weeks or other prescribed period from the date the leave began.
- e. Unless mutually agreed to, a leave taken under this section must be taken in units of one (1) or more weeks.
- f. If an employee takes a leave under this Article and the person to whom the leave applies does not die within the period referred to, the employee may take a further leave after obtaining a new certificate in accordance with this Article and presenting it to the Staff Liaison Officer. This further leave shall be taken in accordance with this Article.
- g. Permanent Employees may use up to five (5) days of their available paid sick leave entitlement per year during Compassionate Care Leave. Such use of available paid sick time for such purpose shall be subject to review and approval by the Staff Liaison Officer, and approval for such use shall not be unreasonably denied. The maximum of five (5) days per year may be extended by mutual agreement of the Staff Liaison Officer and the Shop Steward, provided the request for such extension is submitted prior to its desired use.

26.06 Employment Standards Protection

If the Employment Standards Act of British Columbia is amended such that it is more generous than the leaves provided for in this Article, the increased entitlement will apply in accordance with the Act. If the Act is amended to decrease employees' entitlement under the leaves provided for in this Article, those decreases will not apply.

Article 27: Employee Education and Development Leave

27.01 The following shall apply to all educational leave:

- a. Whenever the Employer becomes aware of a potential opportunity for educational leave for any member of the bargaining unit, the Employer will make a reasonable effort to inform the member(s) of the bargaining unit through the Shop Steward.
- b. All requests for educational leave shall be made in writing and shall be forwarded to the Staff Liaison Officer by the Shop Steward. All such requests shall contain a statement of the anticipated benefits that the employee(s) expect to receive as a result of the leave. The Employer shall not grant a request for educational leave unless the request has been forwarded by the Shop Steward.
- c. The Employer and the Union shall determine, through a Working Conditions meeting, whether an educational program is beneficial to both the Employer and the employee. Such programs shall include, but not be limited to:
 - i. Health and safety programs;
 - ii. The conferences and general meetings of national, regional and provincial student organizations;
 - iii. The conferences and general meetings of organizations concerned with the policy, economics, social organization, or practice of education;
 - iv. Courses, conferences, and meetings relevant to the Student Society and its services.
- d. If a request for educational leave is not approved, the Staff Liaison Officer shall, within forty-eight (48) hours of this decision, forward a written statement of the reason(s) that the leave is being withheld to the Shop Steward and to the employee(s) requesting the leave.

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

- a. The Employer shall grant leave with pay to attend the course and write examinations.
- b. The Employer shall reimburse the employee's tuition fees for the course upon successful completion of the course.

- c. The Employer shall authorize the employee to discuss the program or course with other employees and the Executive Committee at meetings scheduled during working hours.
 - d. Where such programs or courses are related to the performance of job duties at the workplace, the employee will establish a collection of related written or visual materials, as approved by the Employer.
- 27.03 Personal Development and Wellness: A Permanent, Replacement or Student Employee may take, at any accredited institution, a course or courses which is/are not related to their work. This benefit may also be used for reimbursement of a membership at a community/recreation centre or gym:
- a. The Employer shall grant leave without pay for reasonable time to attend the course and write examinations in it. The employee shall have the option to reschedule the time spent in class as paid time when feasible within workplace requirements. These arrangements shall be made by mutual consent between the Staff Liaison Officer for the Employer and the employee(s). In all cases, leave without pay will be limited to a maximum of one (1) week per semester.
 - b. The Employer shall pay the employee's tuition for the course or courses, to a maximum cost of sixteen hundred and fifty dollar (\$1650) for any employee who works more than twenty-six (26) hours per week. Student Employees shall be entitled to eight hundred and twenty-five dollars (\$825). This benefit will be made available to employees who have completed the probationary period, and this benefit will be pro-rated based on the post-probationary period of employment remaining in the fiscal year.
 - c. In the case of a membership reimbursement, it is understood that an employee would have to enjoy the benefits of their membership outside of regular working hours.
 - d. It is understood that all reimbursements will be paid out on a monthly basis.
- 27.04 In order to have their leave granted under Section 27.02 or 27.03, the employee must submit a copy of their confirmation of enrolment to the Staff Liaison Officer prior to the start of classes.

Article 28: Sick Leave and Extended Sick Leave

28.01 Sick Leave:

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

- b. Permanent Employees:
 - i. Upon commencement of employment, or upon return to work from a leave of absence without pay or extended parental leave, Permanent Employees shall receive sick leave credits totalling fourteen (14) hours for each month of their incomplete calendar year of employment, pro-rated for Part-Time Employees.
 - ii. For each subsequent full calendar year of employment, Permanent Employees shall receive sick leave credits totalling one hundred and sixty-eight (168) hours, pro-rated for Part-Time Employees.
 - iii. In addition, at the end of each calendar year, fifty-percent (50%) of the employee's unused sick leave credits or fifty-percent (50%) of their annual allotment, whichever is less, shall be carried forward. The remainder shall be banked in an Extended Sick Leave time bank and shall be used according to the provisions laid out in 28.02 and 28.03.
- c. Replacement Employees: Upon commencement of employment, each Replacement Employee shall be entitled to sick leave credits equivalent to the annual allotment of the replaced employee, pro-rated according to the period for which the Replacement Employee is hired.
- d. Student & Term Employees: Each Student and Term Employee upon commencement of employment shall receive sick leave credits totalling up to twenty-eight (28) hours per semester, prorated according to when the Student or Term Employee is hired in the semester, pro-rated for the hours worked (in comparison to full-time hours, e.g. 35 hours per week). Half (1/2) of the unused time may be carried over to the following semester. The remainder shall be banked in an Extended Sick Leave time bank and shall be used according to the provisions laid out in 28.02 and 28.03. Sick leave allotments will not accumulate while on a (planned) Leave of Absence Without Pay.

28.02 Extended Sick Leave:

- a. Definition: An employee shall be deemed to have applied for and been granted extended sick leave after they have been absent on normal sick leave for ten (10) or more consecutive working days. Such leave shall be without pay upon the exhaustion of sick leave credit.
- b. In the case of such lengthy illness, the employee shall apply for sick leave benefits as provided under the Employment Insurance Act.
- c. Return to Work Top-up: A Permanent Employee who has completed their probationary period, and is on extended sick leave and eligible for E.I. benefits, shall receive an amount equal to the difference between E.I. benefits received and their normal wage. The maximum benefit that an employee may receive is up to forty-five percent (45%) of their normal wage, for the period of E.I. benefits, up to a maximum of fifteen (15) weeks.
- d. Before accessing their Extended Sick Leave bank, employees shall deplete their annual Sick Leave credits.

- e. An employee on Extended Sick Leave shall be entitled to deplete their annual and Extended Sick Leave credits prior to applying for Sick Leave benefits as provided under the Employment Insurance Act.

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

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

- 28.05 Dental and Medical Appointments: Each Permanent Full-Time Employee shall be entitled to twenty (20) hours paid leave per year for the purpose of attending their own medical and dental appointments, including appointments with health practitioners. Permanent Part-Time and Replacement Employees shall receive a pro-rated entitlement. Unused time may not be carried forward to the following year. Additional considerations may be provided as per Article 7 (Duty to Accommodate).

- 28.06 No Loss or Severance: No employee shall be severed or lose benefits because of illness. Seniority and vacation entitlements shall continue to accrue during Sick Leave or Extended Sick Leave. Medical and dental plans, savings plan entitlements and childcare benefits will be maintained.

Article 29: Parental and Extended Parental Leaves

- 29.01 Pregnancy and Parental Leave:
 - a. All employees are entitled to unpaid Pregnancy and Parental leave in accordance with the requirements of the Employment Standards Act of British Columbia (the "ESA").

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

- ii. Permanent, Replacement and Student Employees who are ineligible to receive benefits related to Pregnancy and/or Parental leave because of changes to their recent work schedule outside of their control and who have worked for the Employer in this position or another Permanent, Replacement and/or Student position for more than one (1) year at the time that the leave begins shall be paid an amount equal to the amount they would have received from EI had they been eligible to receive EI benefits for their leave. No additional return to work bonus will be provided to these employees.
- iii. In any other case, Permanent, Replacement and Student Employees who do not qualify for EI shall be entitled to four (4) weeks leave with pay.
- iv. No employee shall be severed or lose benefits because of taking Pregnancy and/or Parental leave. Seniority, vacation entitlements and sick leave credits shall continue to accrue. Medical and dental plans, RRSP contribution plan entitlements and childcare benefits will be maintained.

29.02 Extended Parental Leave:

- a. Upon written request approved by the Staff Liaison Officer, or their designate, an employee on Parental leave shall be granted up to twelve (12) months extended leave. Extended Parental leave must begin immediately following the employee's initial Pregnancy and/or Parental leave. Such leave shall be without pay.
- b. Medical and dental plans and RRSP contribution plan entitlements will be maintained. Seniority shall continue to accrue. However, sick leave credits and vacation entitlements shall not continue to accrue.
- c. Upon return to work, they shall receive any back-to-work bonus they have earned under Section 29.01 c and shall be reinstated in their former position, or an equivalent position, with the sick leave credits and vacation entitlements they have earned prior to the leave.

29.03 Return to Work Accommodations:

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

Article 30: Leave of Absence Without Pay

30.01 Any employee may apply for and receive a leave of absence without pay. For reasons other than illness, employees should give as much notice as possible in order to provide continuation of services; preferably 30 days' notice for leaves fewer than four weeks and 60 days' notice for leaves greater than four weeks. Approval for such leaves shall not be unreasonably denied.

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

30.03 Student Employees:

- a. Student Employees shall receive one (1) leave of absence without pay for up to one (1) semester per one-year term of employment to a maximum of five (5) leaves. The employee must notify the Employer in writing of the request for leave one (1) month prior to such leave. Student Employees may apply for additional leave as per Section 30.01.
- b. Sixth and subsequent leaves may be granted at the discretion of the Employer on the basis of one or more of the following criteria:
 - i. Academic requirements;
 - ii. Personal or family emergencies;
 - iii. Illness or accident related conditions;
 - iv. Extenuating circumstances not listed above which are mutually agreed.

30.04 Continuation of Benefits: Such leave shall not affect any parental entitlements, sick leave credits, vacation and savings plan entitlements, or seniority that has accumulated before the leave. However, vacation entitlements, sick leave credits and seniority shall not accumulate during such leave. Medical, dental, and other insurance coverage under this Agreement shall continue if the employee pays the full premium for such coverage.

Article 31: Return to Work

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

Article 32: Childcare Benefits

- 32.01 Childcare Costs: After the employee has completed the probationary period, the Employer shall pay seventy-five percent (75%) of all Permanent Full-Time Employees' childcare costs up to a maximum of five hundred dollars (\$500) per month. Permanent Part-time and Student Employees shall receive an equivalent allowance on a pro-rated basis after having completed the probationary period. Parents of the child in care, as well as hired child care workers, shall be considered as workers eligible for such payments.
- 32.02 Permanent Employees who have children enrolled in cooperative daycare centres that require parental involvement that coincides with regular working hours shall be allowed up to one half (1/2) day off with pay per month for duty shifts. This time allowance shall also be made available to Student Employees at the rate of a quarter (1/4) day off every month.
- 32.03 Substitute Care: The Employer shall reimburse an amount of up to fifteen dollars (\$15.00) an hour for an employee who is a parent who incurs a cost for substitute care when required to work outside of their regular work day as defined in Article 43.

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

Article 33: Medical and Dental Plans

- 33.01 All Permanent Employees, after having completed the probationary period, shall be eligible to participate in the Medical (MSP), Dental, and Extended Health plans (see Appendix 3 for Dental and Extended Health Plans), upon the completion of any waiting periods imposed by such plans. The Employer shall pay one hundred percent (100%) of the monthly contributions to these plans.
- 33.02 Long Term Disability: Upon request of the Union, the Employer will administer a Long Term Disability plan for Permanent and Replacement Employees. The cost of premiums is to be paid by the employees.
- 33.03 No Changes: No changes shall be made to existing coverage except by mutual agreement.
- 33.04 Term Employees: Term Employees shall be entitled to opt-in to these plans in their second semester of employment, provided they pay one half (1/2) of the cost of these plans.
- 33.05 Student Employees: Starting in their second semester of employment, Student Employees shall be reimbursed for the semesterly cost (pro-rated based on yearly costs) of their enrolment in their student health and dental benefit plan(s).
- 33.06 Absences: If an employee is absent because of illness, accident, or due to an approved leave, the Employer shall contribute to the above plans for up to eighteen (18) months. For the remainder of a longer such absence, or for the whole of any other type of absence, the employee may pay the full premiums through the Employer.
- 33.07 When the Dental and Extended Health Plans referenced in Article 33.01 and Appendix 3 are managed by a third party, either Party (the Union and/or the Employer), upon becoming aware of proposed changes to the Plan, shall notify the other Party in order to review those changes and their effect on current levels of coverage.

Article 34: RRSP in Lieu of Pension²

- 34.01 The Employer will match any contributions made by a Permanent Employee to a Registered Retirement Savings Plan to a maximum of eighty dollars (\$80.00) per month or three-percent (3%) of regular gross earnings, whichever is greater.
- 34.02 Upon completion of one (1) semester of employment, Student Employees are eligible to receive the matching RRSP contributions to a maximum of eighty dollars (\$80.00) per month or three-percent (3%) of regular gross earnings, whichever is greater.

² See related Letter of Agreement (page 53).

- 34.03 Subject to the requirement of 34.01 (a), Permanent Employees not holding Canadian citizenship with recognized retirement accounts in their country of citizenship, such as, but not limited to, 401K accounts as established in the United States of America, will also be eligible for this benefit.
- 34.04 The employee shall submit documentation certifying their participation in the plan and provide all necessary information required to facilitate Employer contributions to the account.

Article 35: Seniority

- 35.01 Definition: Within each classification, seniority is defined as the length of continuous employment with the Employer, calculated from date of hiring, including time spent on the recall list or on certain types of leave as outlined below.
- 35.02 Use: Seniority shall be used in determining preference for such decisions as transfer, layoff, recall, vacation scheduling, semester time off, allocation of unscheduled hours, etc.
- 35.03 Seniority Lists: The Union shall maintain a Permanent Employees' Seniority List and a Student Employees' Seniority List, showing the hiring date for each employee within the classification and the total amount of time, if any, they have spent on any leave listed in Section 35.05 below. In January of each year, the seniority lists shall be sent to the Employer and a copy of each shall be posted on the Union bulletin board.
- 35.04 Accrual of Seniority: Seniority shall continue to accrue for any employees on the following types of leave:
- 19.06 Leave for a compensable injury
 - 26 Special Leave (except as noted in section 5 below)
 - 27 Employee Education and Development Leave
 - 24 Vacation
 - 28 Sick Leave and Extended Sick Leave
 - 29 Parenting Leave and Extended Parenting Leave
- 35.05 Maintenance of Seniority: Seniority shall remain at its achieved level for employees on the following types of leave:
- 11.03 Leave to hold public office or Union position;
 - 30 Leave of Absence Without Pay (including that for Student Employees)
- 35.06 Loss of Seniority: An employee shall lose seniority only when:
- a. Voluntarily terminated;
 - b. Discharged and not reinstated under the terms of Section 41.03; or
 - c. Laid off and not recalled after two (2) years on the recall list under Article 38.

Article 36: Creating New Positions

36.01

- a. The Employer shall maintain a minimum of two (2) Permanent Part-Time staff positions. With the exception of the two (2) Permanent positions, bargaining unit jobs that can be done by students shall be given to Simon Fraser University graduate students on a priority basis.
- b. The Employer shall maintain the above at a level of two (2) part-time equivalency positions where one (1) part-time equivalency is equal to twenty-eight (28) hours per week. Any disagreement regarding proposals by the Employer regarding the ratio of full and part-time positions may be referred to a Working Conditions process for discussion.
- c. Any reduction in hours of work for these positions shall be in accordance with Article 38.
- d. The Employer may reorganize the workplace or change the duties and or titles of positions in accordance with Article 5.

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

Article 37: Hiring and Transfer

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

37.01 Filling a vacant position

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

37.02 Hiring Committee

- a. A Hiring Committee will be struck at Council, which may also provide specific direction in regards to the hiring process, provided it does not conflict with the Collective Agreement.
- b. The Hiring Committee will be composed of:
 - i. One (1) member of the GSS Executive Committee;
 - ii. One (1) representative from the Union (may be a GSS employee, shop steward, or delegate from the Union - as determined by the Union); and
 - iii. The Executive Director of the GSS, who shall act as the Chair of the Committee.
- c. The Hiring Committee membership will be ratified at Council.

- d. The Hiring Committee will be tasked with:
 - i. Advertising the vacant position;
 - ii. Collecting applications;
 - iii. Reviewing applications to develop a shortlist of candidates;
 - iv. Developing an interview process;
 - v. Interviewing the shortlisted candidates; and
 - vi. Choosing a candidate and sending them an offer of employment.
- e. The Hiring Committee will strive for consensus, however, in the case of a lack of consensus, the Executive Director, as Chair, may exercise the right to carry their recommendation to Council for ratification.
- f. Once an employment offer has been accepted, the Hiring Committee will at the earliest opportunity provide Council with a report about the hiring process and chosen candidate.
- g. In the case that:
 - i. a former employee on a recall list; or
 - ii. a current employee wishing to transfer within the same classificationwould be eligible to apply for the vacant position, the Hiring Committee will review these internal applicants, based on the applicants' level of seniority, first.

37.03 Internal Applicants

- a. Internal employment notices for Permanent, Student and Temporary positions shall be kept up to date and on file with the Employer and the Union. Upon receiving notice that a position will become vacant, the Staff Liaison Officer shall immediately post the internal employment notice.
- b. Existing employees may transfer to a vacant position in the same classification upon receipt of a majority recommendation of the Hiring Committee. The Hiring Committee shall not approve an application for transfer of an employee who has already transferred once in the previous 12 months. The Hiring Committee may waive this requirement to address a particular workplace circumstance.
- c. These positions shall be advertised internally and any employee may transfer to a vacant position within the same classification provided that they possess the skills, knowledge and ability to perform the necessary job functions as determined by the Hiring Committee, based on the job description. In the event that the Hiring Committee receives two (2) or more applications from employees that meet the requirements, then the employee with the greatest seniority shall be the successful applicant.

- d. When transferred or recalled to a new position, an employee will be placed on a Trial Period for up to ninety (90) calendar days. If the employee finds the position unsatisfactory or as determined by the Hiring Committee for the position, is unable to meet the requirements of the position, they will return to their former position or be placed on the recall list if their previous position has been discontinued. If, because of this situation, another employee was recalled to fill the employee's previous position, then they will be returned to the recall list.
 - e. An employee who wishes to transfer or recall to a vacant position within the same classification shall indicate so, in writing, to the Hiring Committee within five (5) working days of the first advertisement. The employee shall have an additional five (5) working days to submit their formal written application.
 - f. If no application to transfer or recall is received, or if no suitable internal applicant is found for any vacant position, as determined by the Hiring Committee, the position shall be advertised externally. Upon mutual agreement, advertisements for vacant positions may be simultaneously posted internally and externally. In such cases the Hiring Committee will give first consideration to all internal applicants.
- 37.04 No representative may continue to sit on a Hiring Committee when a family member has submitted an application. In such a case, another representative shall be substituted. Hiring Committee members shall be obligated to declare any other potential conflict of interest to the committee when they become aware of it, for discussion and resolution within the committee.
- 37.05 If the Employer determines that Emergency Relief Employees are needed, the Executive Director, as Staff Liaison Officer, shall hire such employees for a period no longer than sixty (60) days. Emergency hirings must be confined to situations resulting from unexpected resignations, vacations, emergency leave, illness, bereavement leave or other special leave as defined in Article 26.
- 37.06 In the event that either the Union or the Employer believes that the hiring process has not been dealt with appropriately, the matter shall be eligible to be processed as a grievance at Step 2 as per Article 42. If unresolved at Step 3, the grievance shall, within the time frames set out in this step, proceed to arbitration. A single arbitrator shall hear this matter.
- 37.07 Any unsuccessful applicant, who requests an explanation in writing as to why they were unsuccessful, shall be provided with same.

Article 38: Layoff & Recall

38.01 Layoff:

- a. Definition: A layoff is defined as a reduction in the work force or a reduction in the hours of work as defined in this Agreement for Permanent Employee classifications. Student, Term and Temporary Employees shall only be considered as laid off when their position is terminated. There shall be no reduction in the work force without a corresponding reduction in work required.

- b. Working Conditions: If a reduction of staff or hours is under consideration the Employer shall call a Working Conditions meeting to discuss the proposed layoff and to determine if other means can be found to avoid a layoff. The Employer shall give notice to the Union of the date of layoff.

38.02 Notice of Layoff:

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

38.03 Layoff Order & Displacement: Employees shall be laid off in reverse order of their seniority as defined in Article 35. This shall not prevent layoff by position based on a reduction of work.

- a. A Permanent or Student Employee who is laid off or is rendered redundant or displaced from their job as a result of a situation described in Article 20 shall have the right to displace, or "bump", any employee in the same classification with less seniority, and so on, provided that they possess the skills, knowledge and ability to perform the necessary job functions, based on the job description. A decision to bump by an employee must be made in writing to the Employer within two (2) weeks of being notified of the layoff.
- b. The laid off employee shall be given a reasonable trial period in any new position into which they bump. If the employee finds the position unsatisfactory or is unable to meet the requirements of the position they will be returned to the appropriate recall list.

38.04 Recall Lists:

- a. The Employer shall maintain two (2) recall lists: one for Permanent Employees and one for Student/Term Employees and shall make these lists available to the Union.
- b. Permanent Employees shall remain on the recall list for two (2) years.
- c. Student Employees shall remain on the recall list for three (3) semesters.
- d. Employees on the recall lists shall be listed and recalled in order of seniority, provided that they possess the skills, knowledge and ability, based on the job description, to perform the necessary job functions.

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

- 38.06 The Employer agrees that no new employees shall be hired into bargaining unit positions unless the appropriate recall list is empty or all employees on the recall list have declined the position or have been found unsuitable by the Hiring Committee pursuant to Article 37.
- 38.07 Notice of recall shall be by telephone or if unsuccessful by registered mail to the last known address of the employee. A copy shall be sent to the Union.

Article 39: Probation Period

- 39.01 Duration: The probation period of all employees, including Student and Temporary Employees, shall be ninety (90) calendar days, commencing the first day of their employment. The Employer may extend an employee's probationary period upon agreement of the Employer and the Union. Such agreement will not be unreasonably withheld. Where the reasons for the extension relate to the performance of the employee, the Employer shall inform the employee in writing of the conditions that need to be met for continued employment. The Shop Steward or a Union representative shall be present at all reviews. In the case where the term of employment is less than ninety (90) calendar days, the two (2) written reviews will occur approximately mid-way through the term of employment at the three-quarters (3/4) point of the term of employment.
- 39.02 Rights of a Probationary Employee: During the probationary period, an employee shall be entitled to the rights, privileges, wages, and benefits of the corresponding non-probationary employee, as specified in this Agreement.
- 39.03 The probationary employee shall be subject to two (2) written reviews before the end of the probation period, conducted by the Staff Liaison Officer. The first review will take place approximately mid-way through the probationary period. The second review shall take place approximately one (1) week prior to the end of the probationary period. These reviews will evaluate the performance of the employee with respect to the duties, responsibilities, and desired qualifications listed in the initial employment notice. The employee will take part in the evaluation, providing feedback on the position, training, and working conditions. The Staff Liaison Officer may call in a consultant to assist in technical matters.
- a. Based on the results of the final review, the Staff Liaison Officer shall determine whether the employee has successfully completed the probationary period. The recommendation of the Staff Liaison Officer shall be forwarded to the Council for ratification.
 - b. At the conclusion of each review, Staff Liaison Officer shall discuss and explain their conclusions with the employee. This discussion shall be in the presence of the Shop Steward or designated Union representative.
 - c. Written notification of the results of the final review shall be presented to the employee and the Shop Steward within seven (7) days following the review.

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

Article 40: Limited Security of Employment

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

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

Article 41: Discipline/Discharge

Preamble:

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

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

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

41.01 Progressive Discipline:

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

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

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

41.02 Suspension:

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

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

41.03 Termination:

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

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

41.05 If, in the twelve (12) months after the issuance of a disciplinary letter or suspension, no further disciplinary action is recorded against the employee, all record of that disciplinary letter or suspension shall automatically be removed from the employee's record and may not be held against them thereafter.

- 41.06 Reinstatement for Just Cause:
If, as a result of the Grievance Procedure, it is found that an employee has been discharged for unjust cause, that employee will be reinstated to their former position, with no loss of seniority or benefits, and paid compensation for all time lost retroactive to the date of discharge.
- 41.07 In case of discharge or resignation, the employee shall receive all vacation entitlements and salary due to the date of termination.
- 41.08 Dismissal for Cause: If the Executive Director determines that an employee should be dismissed for just and reasonable cause, the Executive Director will notify the Council of this decision, and the decision will be effective following a majority vote of the Council. The Union may, as per Section 5.05(b) provide representation to the Employee at that Council meeting. Such dismissals are subject to the grievance procedure.

Article 42: Adjustment of Complaints

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

42.03 Grievance Procedure for Individual Grievances:

- a. Step 1: Working Conditions Meeting: An employee who has a grievance shall go to the Staff Liaison Officer within thirty (30) calendar days from the date on which the Union becomes aware of the alleged incident(s) that gave rise to the complaint. The thirty (30) day limit shall be subject to extension by mutual agreement between the Staff Liaison Officer and the Shop Steward. The employee must be accompanied by their Steward or a representative of the Union. The Staff Liaison Officer shall be given an opportunity to answer the complaint verbally. The Parties involved shall be given a maximum of three (3) working days to solve the grievance through a working conditions meeting. At the end of three (3) working days the Staff Liaison Officer shall respond within one (1) working day in writing (regardless if the grievance is resolved or not.)
- b. Step 2: Chairperson of the Executive Committee: If the grievance is not satisfactorily resolved in Step 1 above, the Union shall submit two (2) copies of the grievance in writing to the Executive Committee Chairperson within fourteen (14) calendar days of the response in Step 1.

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

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

- c. Step 3: In the event that no settlement of the grievance is reached at Step 2, then either Party may, within five (5) working days following the expiry of the fourteen (14) days set out in Step 2 above, signify in writing to the other party of the failure to agree and provide written notice of intention to refer the grievance to arbitration procedure as set out in Section 42.04 of this Collective Agreement.

42.04 Arbitration:

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

- b. The arbitrator is to be governed by the following provisions:
 - i. The arbitrator shall hear and determine the subject of the grievance and shall issue a decision that is final and binding upon the Parties and upon any employee or Employer affected by it.
 - ii. Each of the Parties shall pay one-half (1/2) of the expenses of the arbitrator.
 - iii. The arbitrator shall determine their own procedures but shall give full opportunity to all Parties to present evidence and make representations.
 - iv. The arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.
 - v. The Parties and the arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations that may be relevant to the resolution of the grievance.
 - vi. The arbitrator shall have the power to amend a grievance, modify penalties, and relieve against non-compliance with time limits or any other technicality or irregularity.
 - vii. The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.
- 42.05 The time limits prescribed for the performance of any act in the grievance procedure may be extended by mutual consent.
- 42.06 An employee shall be permitted the necessary time off without loss of pay or benefits to attend to the adjustment of a grievance and may be present at any stage in the grievance procedure if so requested by either Party.
- 42.07 The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

Article 43: Hours of Work

- 43.01 Permanent and Replacement Employees:
- a. Number of Hours: For all full-time Employees, the work week shall be thirty-five (35) hours. The normal working day shall be seven (7) hours, not including meal periods.
 - b. Part-Time Hours Supplement: A Permanent Part-Time Employee may apply to the Employer to supplement their hours to a maximum of thirty-five (35) total hours worked per week. Applications are subject to Staff Liaison Officer approval. The Staff Liaison Officer will provide the Shop Steward with copies of applications.

- c. Scheduling of Hours: Employees will normally schedule their work during the normal operating hours of the Graduate Student Society. However, an employee may, by mutual agreement between the Union and the Employer, choose to schedule their work outside of the normal hours. No employee shall be penalized for not choosing to do so, except as noted in Section 43.01(d).
- d. The Staff Representative to the GSS Council must schedule their hours to include GSS Council meetings.
- e. Maintenance of Services: The Union recognizes that every effort will be made to ensure that each service area is adequately staffed during the regular hours of its operations as established by the Executive Committee. The Employer recognizes that due to extenuating circumstances or planned absences this may not be possible.
- f. Employees are permitted to adjust their hours of work for up to two (2) hours per day in order to accommodate Society work, committee meetings, etc. by sending a memo to the Staff Liaison Officer. The two hour adjustment will not result in overtime.
- g. Travel and Meeting Time
 - i. Where travel is required for employees to attend meetings, workshops, caucuses, conventions and other events as approved by the Employer, including meetings of all components, caucuses and committees of organizations to which the Student Society belongs or to which it sends representatives, all hours spent traveling to and from the destination shall be considered time worked. Travel time in excess of an employee's regular workday shall be recompensed on an hour for hour basis as time off.
 - ii. Attendance at meetings, workshops, conventions and other events as approved by the Employer shall be considered time worked.
 - iii. Unless mutually agreed between the Employer and the employee, employees shall not be required to attend meetings, workshops, conventions and other events in excess of seven (7) hours/day.
 - iv. Employees shall be given a per diem of \$35 per day, without receipts, for each day spent traveling to and in attendance at meetings, workshops, conventions and other events as approved by the Employer where lunch and dinner are not provided and \$20 per day when meals are provided, including events sponsored by organizations to which the Student Society belongs or to which it sends representatives.
 - v. The Employer will advance an amount for anticipated expenses and per diems upon request.

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

43.02 Student Employees:

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

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

- c.
 - i. All Student Employees shall be allocated on a fair and equitable basis shifts based on operational needs, individual availability and seniority. The allocation will commence by providing, on a single rotational basis, two (2) shifts per week per employee, based on operational needs and individual availability and seniority.
 - ii. Every employee in their first year of employment shall receive a minimum of eight (8) scheduled hours of work per week, provided they have provided a minimum of sixteen (16) hours per week of availability to the Employer.
 - iii. Every employee in their second or subsequent year of employment shall receive a minimum of eight (8) scheduled hours of work per week, provided they have provided a minimum of sixteen (16) hours per week of availability to the Employer or a minimum of twelve (12) scheduled hours of work per week, provided they have provided a minimum of twenty (20) hours per week of availability to the Employer.

- iv. If the Employer is unable to maintain two (2) shifts per week per employee, the matter will be discussed with the Union in an effort to maintain the two-shift minimum. If no resolution can be found, the Employer may reduce the available shifts on a fair and equitable basis.
 - d. All remaining shifts available following the initial scheduling shall be assigned based on seniority and existing availability starting with the most senior qualified Student Employee.
 - e. Should the Employer cancel a shift for operational reasons, the Employer will attempt to make up such shift(s) during the current or next two (2) scheduling periods.
 - f. The Employer shall make and post the monthly schedule no later than ten (10) calendar days prior to the date on which the schedule is to take effect.
 - g. It is understood that scheduled hours beyond those guaranteed in Section 43.01 do not constitute any guarantee of hours of employment or pay. Student Employees shall not work more than thirty-five (35) hours per week, in any capacity or combination of capacities.
- 43.03 Temporary Employees: A Temporary Employee shall work the hours and schedule specified in their job description or as determined jointly with their supervisor. The scheduling shall be within the normal hours of work for Permanent Employees, unless otherwise agreed by the Union and the Staff Liaison Officer.
- 43.04 Meal Period: Any employee working a seven (7) hour day shall be entitled to a daily unpaid lunch period of not less than thirty (30) minutes nor more than one (1) hour.
- 43.05 Relief Periods: Any employee working four (4) consecutive hours is entitled to a fifteen (15) minute paid break. Thereafter, for each hour worked, they may take a five (5) minute paid break. These breaks may be taken at any time the employee chooses.

Article 44: Overtime

44.01 Definition:

- a. Full-Time Permanent or Replacement Employees: Overtime is that time worked in excess of their scheduled work day or work week, as specified in Section 43.01.
- b. Part-Time Permanent or Replacement Employees: Overtime is that time worked in excess of thirty-five (35) hours per week inclusive of any part-time hours supplement worked as per Section 43.01.

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

44.03 Mutual Agreement:

- a. Employer requests for overtime must be made through the Staff Liaison Officer. Except in emergency situations, an employee has the right to refuse such a request, without being subject to disciplinary action for so refusing.

- b. Employee requests for overtime must be made through the Union. Except in emergency situations, the Staff Liaison Officer must approve such a request beforehand. Emergency overtime must be reported to the Staff Liaison Officer and the Union on the following working day.
- 44.04 Time Off in Lieu of Overtime Pay: An employee who works overtime may, in lieu of overtime pay, opt for equivalent time off. They must give written notification of this choice to the Staff Liaison Officer within ten (10) working days of working the overtime. They shall take the time off at most thirty (30) working days after working the overtime and at a time mutually agreeable to the employee, the Employer and the Union.
- 44.05 Paid Meal Periods: An employee requested to work overtime beyond their regular work day shall be allowed a thirty (30) minute meal period paid at overtime rates, provided that:
- a. such overtime is in excess of two (2) hours, and
 - b. not more than one (1) hour has elapsed between the end of their regular work day and the start of the overtime.
- The meal period may be taken before, during or after the overtime, subject to mutual agreement between the Employer and the employee.
- 44.06 Call-in: An employee called in:
- After completing a regular day's work;
 - On a regular day off;
 - During their vacation; or
 - More than two (2) hours before the commencement of their regular work day, shall be paid overtime rates for a minimum of four (4) hours. An employee shall have the right to refuse a call-in for the above noted circumstances.
- 44.07 Scheduling Provision: An employee required to work overtime beyond their regular work day shall be entitled to twelve (12) hours clear between the end of the overtime and the start of their next work day. If twelve (12) hours are not provided, they shall be paid at overtime rates for the following day.
- 44.08 Overtime Worked on an Office Holiday: An employee who has agreed to work on an Office Holiday shall be paid according to Section 23.05 (Work on Office Holidays) for the length of their regular working day and double that rate thereafter.

Article 45: Wages

Preamble

As a supporter of the Living Wage for Families Campaign, the Employer is committed to paying all employees not less than the Living Wage, as set annually by the Living Wage for Families Campaign.

45.01 It is recognized that within each classification (Permanent, Replacement, Student, Temporary), the work of all employees is of equal value. The Employer agrees that within each classification, employees shall be paid the same base wages, which shall increase based on seniority.

45.02 Permanent and Replacement Employee Wages

- a. Employees within this group will be paid an hourly wage of \$34.36.
- b. Seniority Wage increase for employees within this group will occur as follows:

<u>Year of Service</u>	<u>Increase</u>
2 nd	<u>One-and-a-half percent (1.5%)</u>
3 rd	<u>One-and-a-half percent (1.5%)</u>
4 th	<u>One-and-a-half percent (1.5%)</u>
5 th	<u>One percent (1%)</u>
6 th	<u>One percent (1%)</u>
7 th	<u>One percent (1%)</u>
8 th	<u>One percent (1%)</u>
9 th	<u>One percent (1%)</u>
10 th	<u>One percent (1%)</u>

45.03 Student and Temporary Employee Wages

Effective the term of this agreement, employees within this group will be paid an hourly wage of \$24.02.

45.04 Cost of Living Adjustments

- a. A semesterly Cost of Living adjustment to wage rates will occur, based on the latest available Statistics Canada Consumer Price Index (CPI) (Vancouver, all items, not seasonally adjusted).
- b. The semesterly adjustments will take effect on:
 - September 1
 - January 1
 - May 1
- c. The calculation will be based on comparing the current month CPI rate with the previous month's CPI rate and summing the four (4) changes of the four (4) months to arrive at the change for the semester. In the event of a negative change, there will be no increase for that semester.

- d. Notwithstanding the above, the maximum cumulative of the COLA increase for each fiscal year is not to exceed three-point-five-percent (3.5%)
- e. Because the CPI publish date by Statistics Canada typically occurs mid-month, the application of the adjusted wages by the COLA will be based on the CPI information available at the time, typically:

- July (for September 1)
- November (for January 1)
- March (for May 1)

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

Article 46: Duration

46.01 This Agreement shall be binding and remain in effect from September 1, 2015 to and including August 31, 2021 and shall be renewed from year to year thereafter unless either Party gives notice to the other Party in writing at least two (2) months prior to the expiry date that it desires to terminate or amend its provisions.

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

- a. A new Collective Agreement is signed; or
- b. The commencement of a lockout by the Employer, or a strike by the Union, as defined in the Labour Code of British Columbia.

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

Article 47: Negotiating the Collective Agreement

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

- 47.01 The negotiation of the Collective Agreement shall be conducted by the Negotiating Committees of the Union and the Employer. These committees shall be authorized by their principals to negotiate and conclude a tentative Collective Agreement for ratification by the principals.
- 47.02 The negotiations will be regarded as confidential unless and until the Employer's Committee calls for a lock out vote by the GSS Council or the Union's committee calls for a strike vote in the bargaining unit.
- 47.03 Meetings will be conducted with a quorum of no less than two (2) members of each committee.
- 47.04 Meetings shall be scheduled in advance, and each Party shall endeavour to give the other Party no less than twenty-four (24) hours notice if meeting times are to be changed.
- 47.05 Each Party shall notify the other Party, in writing, if there are additions or substitutions to the composition of its Committee.

- 47.06 When the Parties have agreed upon a contract article, they shall indicate such by having the Chief Spokesperson (or delegates present) sign off on the article. Such agreement shall not preclude reopening the article for the following reasons:
- a. Editorial changes (e.g.: improvements to grammar, spelling, etc.); or
 - b. Changes necessitated because of modifications of related contract articles.
- 47.07 Upon conclusion of the negotiations, each Committee shall submit the tentative contract to their respective principals for ratification.
- 47.08 The Staff Liaison Officer shall be entrusted with producing 'clean' or 'final' copies of contract articles. They shall make minor corrections in spelling. Changes in grammar or layout shall be referred back to the Negotiating Committees.

Signatories to the Collective Agreement

This Agreement is signed on the _____ day of _____

Original Signed for the Union:

Original Signed for the Employer:

**Letter of Agreement:
Signing Bonus**

between

CUPE Local 3338

(The “Union”)

and

The Graduate Student Society at Simon Fraser University

(The “Employer”)

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

In lieu of foregone pay increases and improved benefits between September 1, 2015 and the signing of the new Collective Agreement, the Employer shall provide a \$250 signing bonus to the following unionized employees currently employed at the GSS:

- Christina Batstone
- Faith Howard
- Roshane Miller
- Jeanette Ordóñez
- Allison Westin

“Ryan Boyce”
For the Union

“Gregory Christie”
For the Employer

“July 19, 2016”
Date

“July 19, 2016”
Date

AGREEMENT TO PROVIDE ACCESS TO A STAFF ROOM
BETWEEN:

SIMON FRASER STUDENT SOCIETY
(“the SFSS”)

AND
THE GRADUATE STUDENT SOCIETY AT SIMON FRASER UNIVERSITY
(“the GSS”)

WHEREAS:

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

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

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

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

The SFSS provides such a staff room;

THEREFORE:

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

Parties

1. The SFSS is a Society incorporated under the laws of British Columbia and having its offices at MBC 2250, 8888 University Drive, Burnaby, British Columbia, V5A 1S6
2. The GSS is a Society incorporated under the laws of British Columbia and having its offices at MBC 2205, 8888 University Drive, Burnaby, British Columbia, Canada, V5A 1S6.

Interpretation

3. In this Agreement, except as otherwise expressly provided:
- “CA” means the collective agreement between the Simon Fraser Student Society and CUPE 5396 to which the GSS is a successor
 - “CUPE 5396” means Local 5396 of the Canadian Union of Public Employees
 - “GSS employees” Means all employees of the GSS who are members of CUPE 5396
 - “staff room¹” means the staff room provided by the SFSS to its employees according to the CA

Rights and responsibilities of the SFSS

4. The SFSS will provide GSS employees with access to the staff room it provides for its employees.
5. The SFSS is responsible for-maintaining the staff room in accordance with the CA.
6. The SFSS must provide keys to the staff room to GSS employees according to its policies.
7. The SFSS may require a GSS employee to provide a deposit in return for supplying them with a key to the staff room, but this deposit shall be no more than required of any SFSS employee for supplying them with a key to the staff room

Rights and responsibilities of the GSS

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

Amendment

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

Renewal and Termination

10. This Agreement will renew automatically on May 1 of each year.
11. Notwithstanding anything in this Agreement, either party may terminate this Agreement upon eight weeks written notice to the other party.

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

General

13. Time shall be of the essence in this Agreement
14. This Agreement shall be governed by and construed under the Laws of British Columbia and the provision of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against the SFSS or The GS S.
15. Should any dispute arise between the parties with respect to any matter pertaining to the Agreement, its terms, its conditions or its implementation, both parties must make every reasonable effort to resolve the dispute. If the parties are not able to resolve any dispute they agree to submit the matter to arbitration under the *Commercial Arbitration Act*, R.S.B.C. 1996, c. 55, and amendments thereto. The decision of the arbitrator shall be final and binding on both parties.
16. The Agreement shall take effect on May 1. 2008.
17. Dated 24 April, 2008.

"Derrick Harder"

For the Simon Fraser Student Society Derrick Harder, President

"Ursula Arndt"

For The Graduate Student Society at Simon Fraser University Ursula Arndt,
Executive Committee Chair

Letter of Agreement
Pension Plan

between

CUPE Local 3338

(The "Union")

and

The Graduate Student Society at Simon Fraser University

(The "Employer")

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

"Jan Gunn"
For the Union

"Haida Arsenault-Antolick"
For the Employer

"December 4, 2012"
Date

"December 4, 2012"
Date

Letter of Agreement
Pregnancy and Parental Leave

between

CUPE Local 3338

(The "Union")

and

The Graduate Student Society at Simon Fraser University

(The "Employer")

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

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

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

"Jan Gunn"
For the Union

"Haida Arsenault-Antolick"
For the Employer

"December 4, 2012"
Date

"December 4, 2012"
Date

Letter of Agreement
Extended Health and Dental Plans

between

CUPE Local 3338

(The "Union")

and

The Graduate Student Society at Simon Fraser University

(The "Employer")

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

The Plans currently in force are:

Dental Plan Blue Cross Care Group Number 909739

Extended Health Plan Blue Cross Care Group Number 087234

"Jan Gunn"
For the Union

"Haida Arsenault-Antolick"
For the Employer

"December 4, 2012"
Date

"December 4, 2012"
Date

Appendix 1: Mutually-Agreed To Arbitrators

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

- 1. _____
- 2. _____
- 3. _____

For the Union

For the Employer

Date

Date

Appendix 2: Definition of “Pro-rated”

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

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

Applied examples:

Vacation

First Calendar Year of Employment (24.04a)

The vacation day will be valued at the equivalent number of hours worked on a normal day.

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

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

Subsequent Calendar Years of Employment (24.04b)

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

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

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

Personal Days (26.02)

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

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

“Jan Gunn”
For the Union

“Haida Arsenault-Antolick”
For the Employer

“December 4, 2012”
Date

“December 4, 2012”
Date