

**Collective Agreement
Between
Simon Fraser Student Society
And
CUPE Local 3338**

October 1st, 2004 to April 30th, 2007

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Article 1 Introduction

1.01 Preamble

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

1.02 Statement of Principle

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

1.03 Employment Opportunity

The parties agree that in order to become an employee and to maintain employment all employees must be registered for and complete, as students of Simon Fraser University, a minimum of six (6) credit hours per semester, or be recognized by the University as a registered Graduate Student. During the summer semester employees must be registered for and complete a minimum of three (3) credit hours.

Article 2 Management Rights

2.01 Management Rights

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

2.02 Not Discriminatory

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

Article 3 Recognition and Negotiation

3.01 Bargaining Unit

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

3.02 Work of the Bargaining Unit

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

3.03 Right of Fair Representation

(a) Recognition: The Employer recognizes Stewards and other Union representatives selected by the Union for the purpose of representing

employees on matters pertaining to this collective agreement and shall not discriminate against such representatives for carrying out the duties proper to their position. Shop Stewards shall be selected from members of the bargaining unit.

(b) Limitation: The number of Stewards recognized by the Employer shall not exceed six (6) at any one time and the Union shall notify the Employer in writing of the names of these Stewards.

(c) Access: An authorized representative of the Union shall be permitted to enter the premises at a reasonable time in the interest of the employees covered by this agreement, provided that the Manager or his/her designate is first contacted and his/her approval has been received. The Union agrees that there will be no disruption of employees' duties by the Union representative entering the premises.

3.04 Union Bug

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

3.05 Union Officers and Committee Members

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

Article 4 Human Rights

4.01 No Discrimination

The Employer and the Union agree that there will be no discrimination against any employee or prospective employee, by reason of race, colour, creed, national origin, marital status, pregnancy, family relationships whether he or she has dependents or not, sex, sexual preferences, disability, political or religious affiliations or activities, citizenship, place of residence nor by reason of his or her membership or activity in the Union.

4.02 Personal Rights

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

4.03 Sexual Harassment / Personal Harassment

(a) Sexual harassment shall be defined as any sexually oriented behaviour that an employee believes undermines his/her health, or which adversely affects the working environment or employment status or potential of an employee. It includes, but is not limited to:

- i) sexual solicitation or advances of such a nature made by a person who knows or ought to know that such solicitation or advance is unwanted and unacceptable;
- ii) implied or expressed promise of reward for complying with a sexually-oriented request;

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

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

Article 5 Union Security

5.01 Membership Requirements

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

Employees who on the ratification date of this agreement, were not members of the Union on that date shall not be required to join the Union, but shall be required to pay any dues, fees or assessments to the Union.
- (b) New Employees: Employees hired after the ratification date of this agreement, shall become Union members within two (2) weeks of their date of hire, and shall maintain membership in the Union throughout their employment.
- (c) The Union shall not, without good and sufficient cause, refuse an employee applying for membership, not suspend and expel from membership any member without cause.

Article 6 Checkoff of Union Dues

6.01 Authorization for Checkoff

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

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

6.02 Transmittal to Union

Before the tenth (10th) working day of the following month, the Employer will forward the collected dues, by cheque, to the Treasurer of the Union, together with a detailed list of names, addresses, departments and amounts deducted.

6.03 Year-End Statement of Members' Dues Deductions

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

Article 7 Employer and Union Shall Acquaint Potential Employees

7.01 Potential Employees

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

Article 8 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the authorized Internal Relations Officer and the Recording Secretary of the Union.

Article 9 Labour Management Committee

9.01 Establishment of Committee

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

9.02 Function of Committee

The Committee shall concern itself with the following:

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

9.03 Agenda of Meeting

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

9.04 Chairperson of the Meeting

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

9.05 Minutes of Meeting

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

9.06 Jurisdiction of Committee

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

9.07 Pay for Attending Meetings

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

Article 10 Labour Management Bargaining Relations

10.01 Representatives

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

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

10.02 Union Bargaining Committee

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

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

10.03 Technical Information

Within ten (10) days of a request by the Union, the Employer shall make

available to the Union a copy of the audited financial statement and/or a copy of the annual approved budget.

Article 11 Resolution and Reports of the Employer

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

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

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

Article 12 Adjustment of Complaints

12.01 Definition

For the purpose of the Agreement, "grievance" shall mean any difference or dispute arising between the Parties to this Agreement, concerning the interpretation application, administration, operation or alleged violation of the Collective Agreement, whether between the Employer and any employees bound by this Agreement, or between the Employer and the Union including whether or not any issue is arbitrable.

12.02 Types of Grievance

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

12.03 Grievance Procedure

The procedure for settling individual and group discipline and safety grievances shall start at Step 1. The procedure for settling policy and union grievances shall start at Step 2.

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

(a) Step 1: Working Conditions Meeting

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

The employee must be accompanied by his/her Steward or representative of the Union. The Manager shall be given opportunity to answer the complaint verbally. The parties involved shall be given a maximum of three (3) working days to solve the grievance.

(b) Step 2: Meeting with Internal Relations Officer

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

Within seven (7) working days following receipt of this grievance, the Internal Relations Officer or his/her representative will call a meeting of the parties to discuss the matter. Within twenty (20) working days of this meeting the Internal Relations Officer or his/her representative shall provide a written answer to the employee regarding the grievance.

(c) Step 3: Arbitration

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

Article 13 Arbitration

13.01 Notice of Arbitration

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

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

- (a) The arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the Parties and upon any employee or Employer affected by it.
- (i) Each of the Parties shall pay one-half (1/2) of the expenses of the arbitrator.
- (ii) The arbitrator shall determine his/her own procedures, but shall give full

opportunity to all Parties to present evidence and make representations.

- (iii) The arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.
- (iv) The Parties and the arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of the grievance.
- (v) The arbitrator shall have the power to modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.
- (vi) The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.
- (b) If a grievance is not presented to the next higher level within the time limit stipulated without good and sufficient cause the grievance will be deemed to be withdrawn without prejudice. The time limits prescribed for the performance of any act in the grievance procedure may be extended by mutual consent and such extensions will not unreasonably be denied.
- (c) An employee shall be permitted the necessary time off without loss of scheduled hours to attend formal grievance meetings, including arbitration hearing dates, and may be present at any stage in the grievance procedure if so requested by either party.
- (d) The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

Article 14 Discipline/Discharge

Preamble:

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

14.01 For Just Cause

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

- a) The Employer may issue verbal warnings. In such cases the Employee will be given advance notice of the verbal warning. The Employer may keep and rely upon a written record of such warnings, provided that the Employee receives a copy of when the verbal warning is issued
- b) An Employee is entitled, prior to the imposition of any form of discipline, including discharge, to be notified at a meeting, in the presence of his/her Union representative, of the reason for considering such action.

c) An Employee must be notified in writing (and a copy forwarded to the Union) of the grounds of each and every form of disciplinary action and/or discharge.

(d) An Employee shall have his/her Steward present at any discussion with the Employer that is the basis of disciplinary action.

14.02 Disciplinary Letters

If, in the twelve (12) months after the issuance of a disciplinary letter, excluding a letter of suspension, no further disciplinary action is recorded against the Employee, the disciplinary letter shall automatically be removed from the Employee's record and may not be held against him/her thereafter.

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

14.03 Reinstatement for Just Cause

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

14.04 Vacation Entitlement

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

14.05 Observation of Picket Lines

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

14.06 Right to Have a Steward Present

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

14.07 Interviews for Disciplinary Purposes

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

Article 15 Personnel Records

15.01 Access to Personnel File

Each employee shall, upon giving reasonable notice, have access to files that relate to the individual's employment. The employee shall have the right to include written comments to the file regarding any document, and further shall be provided with photocopies of any document upon request. The employee shall be responsible for the actual minimum costs of the photocopies. The personnel records of an employee, shall not be shared in any manner with the Union or any other Employer or Agency, without the prior written consent of the employee concerned except as required by statute or as required in dealing with formal grievances.

Following the ratification of this agreement an employee shall be given a copy of any written warnings, letters of suspension or letter of termination that is placed on the employee's file. Employees will also receive copies of any customer or fellow employee comments that are placed on the employee's personnel file.

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

Article 16 Seniority

16.01 Definition

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

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

16.02 Seniority List

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

16.03 Probation for Newly Hired Employees

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

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

The parties by mutual agreement may extend an employees probationary period.

16.04 Loss of Seniority

An employee shall not lose their accumulated seniority if he/she is absent from

work because of sickness, disability, accident or leave of absence approved by the Employer.

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

- a) is discharged for just cause and is not reinstated; or
- b) resigns in writing; or
- c) is not available for work, as set out in article 18.01, for a period of one (1) year for work assignment scheduling; or
- d) fails to comply with the provisions as set out in article 1.03 of this agreement; or
- e) is laid off for longer than one (1) year; or
- f) declines recall from layoff for more than one (1) full semester.

16.05 Transfer and Seniority Outside Bargaining Unit

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

Article 17 Promotions and Staff Changes

17.01 Job Postings

When a new classification is created, or when a vacancy occurs, the Manager shall notify the Union in writing and post notice of the opening within the classification on the bulletin board for a minimum of ten (10) working days, so that employees will know about the vacancy or new position. Positions to be filled shall be advertised within one week of the vacancy if it is unlikely to be filled internally.

It is understood that entry level position need not be posted.

17.02 Information in Postings

Such notice shall contain nature of position, required knowledge ability, skills and education. Shift, hours of work, wage or salary rate or range. Such requirements shall be those necessary to perform the job function. All job postings shall state that SFSS is an equal opportunity employer and that the employee will be a member of the Canadian Union of Public Employees, Local 3338.

17.03 Preference of Hiring

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

17.04 Role of Seniority in Job Postings

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

17.05 Trial Period

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

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

17.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on the bulletin board. If requested in writing by an employee, the Employer shall provide a full written explanation of any shortcomings regarding his qualifications. The Union shall be notified of all promotions, demotions, hiring, transfers, retirements, deaths or other termination's of employment.

17.07 Consideration of Other Employees

In the case where there is not a qualified applicant, the Employer may consider employees who are not qualified but who, through on the job training, could reasonably be expected to satisfactorily perform the job within a short period of time. It is understood that in considering unqualified employees for the position there is no obligation on the Employer to award the position to such an employee.

17.08 Duty to Accommodate and Employment Equity

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

17.09 On-the-Job Training

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

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

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

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

The Employer may train existing employees in other positions as backup

personnel based on their qualifications and seniority, where it is deemed by the Employer that such backup positions are required.

17.10 Training or Certificates Required by Employer

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

Article 18 Notice of Availability

18.01 Applications

Prior to the start of each Semester, on or before December 1st, April 1st and August 1st, each returning employee will make application, indicating his or her desire to return and provide a schedule of availability to the respective Manager. A person may pre-arrange an application with the Employer. If this is to be done, other than in person, it must be by registered letter or courier or priority post.

A notice shall be posted, reminding the employees, at least two (2) weeks prior to these dates.

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

An employee may upon having a reasonable excuse (i.e. class changes) revise his/her availability within two (2) weeks of the semester as set out above. Beyond these two weeks no changes, except with the permission of the Employer, will be accepted.

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

18.02 Posting for Additional Positions

Three (3) weeks prior to the start of each Semester, the Employer will post for additional positions if required. Copies of such postings will be displayed on the employee bulletin boards. In addition the Employer will provide a copy to the Chief Steward.

18.03 Posting of Schedules

Schedules indicating work assignments for all employees shall be made out bi-weekly and posted the Wednesday before it comes into effect.

Article 19 Hours of Work

19.01 Paid Rest Period

Employees working up to a minimum of four (4) consecutive hours, will receive one (1) fifteen (15) minute paid rest period.

Employees working a minimum of six (6) consecutive hours, not including the optional meal break, will receive one (1) additional fifteen (15) minute paid rest

period.

An employee, shall be entitled to an optional thirty (30) consecutive minute unpaid meal break, when he/she is working a shift of more than five (5) continuous hours. Where the employee indicates that he/she wants a meal break then the break shall be taken at a mutually agreed upon time between the Employer and the employee. Where mutual agreement does not occur, the Employer will have the sole right to schedule the break.

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

19.02 Hours of Work

The minimum amount of time that an employee may be scheduled to work is four (4) hours. An employee commencing work on his regular scheduled shift shall be paid a minimum of four (4) hours pay.

19.03 Maximum Hours of Work that May be Requested

In accordance with article 18.03, the maximum regular scheduled hours that may be requested by employees is as set out below:

Classification of Employee Hours/week

Shift Boss	28 hours/week
Bar Tender	20 hours/week
General Staff	20 hours/week
Server	20 hours/week

The minimum number of hours that an employee may request in a week is two (2) shifts to a minimum total of eight (8) hours.

The maximum number of hours in a day that may be requested by an employee under article 18.02 is ten (10) hours.

19.04 Scheduling of Hours

a) The Employer when developing the schedule of hours, as set out in article 18.04, will do so on a single rotational basis by seniority starting with the most senior qualified employee applying.

The assignment, on a single rotational basis, will be done by two (2) shifts/week for each employee.

All remaining shifts available shall be assigned based on seniority and availability starting with the most senior qualified employee.

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

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

Additional shifts of an occasional nature will be allocated in the same manner that they are currently.

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

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

19.05 Dropping Shifts

The parties recognize that an employee may not be able to work a full complement of hours as provided for above if their student schedule does not allow, however, except as set out in Article 25.05, all employees are required to be available for work from week one (1) through to the completion of final exams.

Where an employee is scheduled to write a final exam or complete a final project during a time that conflicts with their previously provided availability, he/she will not be required to be available

for work, on the day that the exam or project is to occur, provided he/she has notified the Employer at least two (2) weeks prior to the date on which the scheduled final exam is to be written.

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

19.06 Switching/Trading of Shifts

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

19.07 Maximum Total Hours Including Pick-up Shifts

The maximum total hours that an employee can work (with the pick up of shifts) shall be sixty (60) hours in any two (2) week period. The maximum hours in any one week shall be forty (40). This may be varied by mutual agreement of the Union and the Employer.

19.08 Maximum Number of Semesters that an Employee May Work

In accordance with Article 1.03, the maximum number of semesters that an employee may work is eleven (11), as an undergraduate student and six (6) semesters as a graduate student. Employees will be required as necessary to provide appropriate evidence substantiating their student status.

Article 20 Closure Due to Inclement Weather

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

Article 21 Overtime

21.01 Rate of Compensation

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

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

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

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

For all employees designated as "server," overtime will be paid only for time worked in excess of eleven (11) hours at two times (2x) the regular rate of pay.

It is understood and agreed that all overtime must be approved in advance by the Food and Beverage Services Manager or the Internal Relations Officer.

21.02 Overtime Voluntary

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

Article 22 Layoff

22.02 Layoff Defined

Layoff is defined as a permanent reduction in the work force or reduction in the total semester schedule of hours lasting two (2) or more consecutive semesters.

22.02 Layoff Notice

Notice in the event of layoff shall be one (1) week for employees with up to thirteen hundred (1300) hours seniority, and two (2) weeks for employees with more than fifteen hundred (1500) hours seniority.

22.03 Layoff Procedures

Layoff procedures shall be established by mutual agreement of the parties based on the principle of seniority, qualifications and availability.

22.04 Loss of Seniority While on Layoff

Employees laid off for longer than one (1) year or who decline recall for more than one full semester shall lose their seniority and cease to be an employee.

Article 23 Paid Holidays

23.01 Holidays to be Observed

The Employer recognizes the following public holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
<u>Easter Monday</u>	Remembrance Day
Victoria Day	Christmas Day
Canada Day	
B. C. Day	

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

23.02 Work on a Paid Holiday

When an employee who qualifies for the paid holiday and is required to work on a paid holiday, such employee shall receive, in addition to his normal pay for that day, one and one-half (1 1/2) times pay for the first eight (8) hours worked and double time (2X) thereafter.

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

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

23.03 Qualification and for Paid Holiday

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

Article 24 Vacation Pay

24.01 Amount of Vacation Pay

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

Vacation pay shall be paid on each pay cheque.

Article 25 Illness

25.01 Sick Leave Credits

Student Employees upon commencement of employment shall receive such leave credits totaling up to four (4) hours per semester, pro-rated according to when the student is hired in the semester.

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

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

25.02 Proof of Illness

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

Article 26 Leave of Absence

26.01 Negotiations Leave

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

The Employer Agrees to provide alternate shifts where otherwise the employee would loose wages for attending negotiation meetings.

26.02 Union Business Leave

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

26.03 Bereavement Leave

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

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

In recognition of the fact that circumstances, which call for bereavement leave, are based on individual circumstances, the Employer, on request, may grant additional unpaid bereavement leave.

26.04 Jury or Court Witness Duty

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

26.05 General Leaves

An employee may, for reasons related to course requirements, request a leave of absence without pay. Such requests shall be in writing and approved by the Employer.

In all other cases the employee shall provide at least two (2) weeks written notice prior to the commencement date that the leave is being requested for. Approval of these non course related requests for potential approval will be at the sole

discretion of the Employer.

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

26.06 Maternity, Adoption and Parental Leave

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

Article 27 Payment of Wages and Allowances

27.01 Pay Days

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

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

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

27.02 Equal Pay for Work of Equal Value

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

Article 28 Job Classification and Reclassification

28.01 Job Description

The Employer, during the life of this agreement, agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) calendar days. If such objection cannot be resolved, then the issue may be subject to the grievance and arbitration procedure contained in this agreement.

28.02 Changes in Classification

The Employer shall prepare a new job description whenever a new job is created or whenever there are significant changes to the duties of an existing job. Should the Union present written objection to these job descriptions or rates of pay, then the matter may be subject to the grievance and arbitration procedure contained in this agreement.

Article 29 Health and Safety

29.01 Workers' Compensation Board Standards

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

29.02 Union - Employer Health and Safety Committee

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

29.03 Time off for Health and Safety Training

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

29.04 Health and Safety Committee Pay Provisions

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

29.05 Disclosure of Information

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

29.06 Right to Refuse Unsafe Work

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

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

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

29.07 Injury Pay Provisions

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

29.08 Transportation of Accident Victims

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

29.09 Health and Safety Grievance

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

Article 30 Technological

30.01 Technological Change

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

Article 31 Contracting Out

31.01 Restriction on Contracting Out

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

Article 32 General Conditions

32.01 Proper Accommodation

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

32.02 Bulletin Board

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

32.03 Maintenance of Work Clothing or Uniforms

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

32.04 Staff Input Regarding Management Selection:

The Employer prior to hiring new management staff will seek staff input regarding selection criteria for the position.

32.05 Staff Meetings

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

Article 33 Savings Clause

33.01 Continuation of Acquired Rights

All provision of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement

shall not be invalidated. In such an event the portion of this agreement effected shall be re-opened for negotiations. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration.

Article 34 General

34.01 Plural or Feminine Terms May Apply

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

Article 35 Term of Agreement

35.01 Duration

This Agreement shall be binding and remain in effect from date of ratification to April 30th, 2007 and shall continue from year to year thereafter unless amended by the parties.

This agreement shall remain in full force and effect until:

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

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

35.02 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within the one hundred and twenty (120) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party, is required to enter into negotiations for a new agreement. If neither party gives such notice the Collective Agreement shall be deemed open for negotiation April 30, 2007.

APPENDIX A

Signing Bonus

On ratification of this Agreement, all Employees in the bargaining unit as of April 1, 2006, including those on approved leave, shall be entitled to a \$100 signing bonus. The signing bonus shall be paid to each eligible employee within two (2) weeks of ratification of this Agreement.

Cost of Living Allowance

A quarterly Cost of Living adjustment to all wage rates will occur, based on the latest available StatsCan CPI (Vancouver, all items, not seasonally adjusted).

The quarterly periods consist of:
April, May, June
July, August, September
October, November, December
January, February, March

The adjustment will be calculated by comparing the current month's CPI rate with the previous month's CPI rate and summing the changes of the three months to arrive at the change for the quarter.

In the event of a negative change, there will be no increase for that quarter.

It is understood that there will be a delay in the payment of the COLA because of the CPI publish date, therefore payments for the COLA will occur in the following months:

July
October
January
April

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

Wage Schedule

Wage rates for student employees upon ratification of this agreement:

Bartender:	11.55
General Help:	11.02
Server:	11.02
<u>Shift Supervisor:</u>	13.38

Wage rates for Permanent Employees upon ratification of this agreement:

Administrative Assistant:	18.50
Dishwasher:	11.90
Grill Cook:	13.64
Head Cook:	13.90
Kitchen Coordinator:	18.50
Night Shift Coordinator:	18.50
Production Cook:	13.44
Promotions Coordinator:	14.50

Addendum to Agreement

CUPE Local 3338

A 1.0 Permanent Employees Conditions

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

A 2.0 Seniority

Permanent Employees shall have a seniority date representing their most recent start date with the Simon Fraser Student Society. This start date will be amended in cases where the employee is absent from work due to personal leave, illness or accident, which is non work related, for more than two months.

A 3.0 Banking of Overtime

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

A 4.0 Payment of Overtime

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

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

A 5.0 Layoff Notice

A 5.1 Layoff Notice

When a lay off is necessary, the Employer shall provide notice or pay in lieu of notice to the least senior Permanent Employee in the classification as follows:

After three (3) months of service	one (1) week
After one (1) year of service	two (2) weeks
After three (3) years of service	three (3) weeks
After four (4) years of service	four (4) weeks
After five (5) years of service	five (5) weeks

After six (6) years of service	six (6) weeks
After seven (7) years of service	seven (7) weeks
After eight (8) years of service	eight (8) weeks

The above will not apply in cases of a short term layoff of less than thirteen (13) weeks. Except for unforeseen situations, the Employer will provide a minimum of two (2) weeks notice in such cases. In unforeseen situations beyond the control of the employer, the notice will be at least forty-eight (48) hours.

A 5.2 Bumping

A Permanent Employee who has been given notice of a long-term layoff may bump the least senior employee in a lower regular classification, provided she/he has the knowledge, skill and ability to perform the work.

The Permanent Employee upon receiving layoff notice must exercise his/her right to bump within two (2) working days of receiving the layoff notice.

A 6.0 Vacation

A 6.1 Calendar Year

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

A 6.2 Vacation Entitlement and Requests

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

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

After one year of service	2 weeks
After five years of service	3 weeks

A 6.3 Vacation Pay

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

During the first year of service	4% of gross wages
After five years of service	6% of gross wages

A 6.4 Vacation Requests

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

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

be used at any time within the next calendar year

A 7.0 Bereavement Leave

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

A 8.0 Jury Duty and Witness Pay

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

A 9.0 Sick Leave

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

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

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

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

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

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

A 10. Medical Dental Benefits

All Permanent Employees shall be eligible to participate in the medical, dental, extended health and semi-private hospital care plans upon the completion of any waiting periods imposed by such plans. The Employer shall pay one hundred percent (100%) of the monthly contributions to these plans. An optical plan is to be implemented to provide employees with a maximum benefit of one hundred and fifty dollars (\$150.00) every two (2) years.

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

(80%), Plan B fifty percent (50%)


A 11. All Articles Apply

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

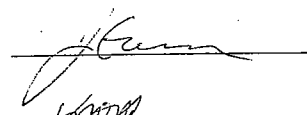
IN WITNESS WHEREOF the parties hereto have affixed their signatures hereto on this day 24th of July 2006

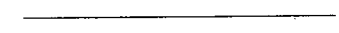
SIGNED ON BEHALF OF THE UNION

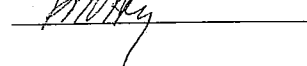
SIGNED ON BEHALF OF THE EMPLOYER

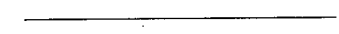












Letter of Agreement – Kitchen Staff Wage Adjustments

The parties agree to establish a joint Union-Management committee to conduct a comprehensive study of pay scales for the permanent kitchen staff of Food and Beverage Services.

The committee's study will be of unionized food and beverage operations within the Lower Mainland.

The results of this study shall be made available to the principles no later than September 1st, 2006.

Should the study reveal that any wage rate for the positions noted above are below the industry average, the employer agrees to make adjustments to the wages such that they are consistent with industry average rates. Such adjustments in the wage rate shall be retroactive to April 1st, 2006.

There shall be no downward adjustment for positions in the bargaining unit during the term of this agreement.

Signed this 24th day of July, 2006, on behalf of:

SIMON FRASER STUDENT SOCIETY

CUPE 3338

Letter of Agreement - Consultation

Letter of Agreement

Between

CUPE 3338

And

Simon Fraser Student Society

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

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

Signed on behalf of the Union

Signed on behalf of the Employer

Dated this 11th Day of August 2005