

COLLECTIVE AGREEMENT

BETWEEN

SIMON FRASER Public INTEREST RESEARCH GROUP

AND

CANADIAN UNION of Public Employees, Local 3338

Effective: August 1, 2014 – July 31, 2018

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ARTICLE 1 - GENERAL PURPOSE

The Purpose of the SFPIRG is to bring together students, staff, faculty and other members of Simon Fraser University, as well as members from the wider community in order to organize around issues of public interest, which SFPIRG understands to be social justice and environmental issues.

Specifically, SFPIRG shall:

- Promote and conduct research on issues of public interest and concern,
- Aid in the education of members and the public at large about issues of public interest,
- Promote and undertake appropriate citizen action,
- Support the development of and co-operate with other PIRG's as the occasion arises.

ARTICLE 2 - RECOGNITION

The Employer recognizes Local 3338 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for those employees at SFPIRG covered by the certificate of bargaining issued by the Labour Relations Board of B.C. on March 2, 1990 and hereby agrees to negotiate with the Union, and any of its authorized committees, concerning all matters affecting the relationship between these parties.

ARTICLE 3 - DEFINITION OF EMPLOYER

The Employer shall be the Board of Directors of SFPIRG. The term "Board" shall refer to the Board of Directors of SFPIRG. SFPIRG shall refer to the Simon Fraser Public Interest Research Group Society.

ARTICLE 4 - DEFINITION OF EMPLOYEES

- 4.1 The term "employee" shall include only those persons hired to fill positions and classifications defined in this Article and Appendix 1 and 2 of this agreement.
- 4.2 There shall be three general classifications of employees:
- a) Permanent Employees - individuals hired to fill the classifications described in Appendix 1 on a continuing and/or permanent basis.
 - b) 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. This article does not restrict the Employer's right to decide on whether or not to hire replacement employees for permanent employees on approved leaves of absence or vacation.

- c) Temporary Employees - this classification shall include Temporary Student Workers, externally funded employees hired as a result of government or other agency funding, and individuals hired to work on specific projects or to fill temporary increased volumes of work, as mutually agreed by the Union and Employer. Temporary employees shall not be permitted to work more than a total of five hundred (500) hours or three months. This time may be extended by mutual consent. The rate of pay for temporary employees shall be determined by Article 40 (wages) of this agreement or as mutually agreed to by the Union and the Employer. Unless specified elsewhere in this Agreement, Articles 19.2a, 19.2b, 20, 21, 22, 25, 30, 31 of this Agreement shall not apply to temporary employees. It is agreed that no permanent employee shall suffer a reduction in hours of work or a change of work as the result of the hiring of a temporary employee.

- 4.3 It is recognized by both parties that the Employer will have occasion from time to time to retain the services of professional consultants. Such consultants are not included in the definition of "employee" outlined in this article, and are consequently not covered by the terms of this Collective Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 The Employer retains the right to manage SFPIRG, to determine policy through its Board of Directors and to direct and organize the workforce accordingly. These rights will be exercised in accordance with the terms of this Collective Agreement.
- 5.2 The Employer agrees to meaningful consultation with the employees in the development of policies which affect job terms, conditions of employment, and job descriptions.

ARTICLE 6 - NO DISCRIMINATION

6.1 Human Rights

The Employer recognizes its responsibility under the BC Human Rights Code to maintain a discrimination free workplace. The Employer and the Union recognize that they have a shared interest in ensuring that no forms of discrimination occur in the workplace or in work-related situations by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

The Employer and the Union further agree that the Human Rights Code represents a legal minimum, but that SFPIRG's values and commitment to anti-oppression require protections that extend to all members of groups that experience systemic marginalization (in a Canadian context) . This includes, but is not limited to, discrimination against people from working and poverty class backgrounds, fat people, people with dwarfism or who are otherwise considered 'too short', people currently or formerly engaged in sex trade, people whose relationships, sexual activities or interests (providing they do not violate consent) are stigmatized, transgender, trans* and genderqueer individuals and individuals whose gender presentation is non-conforming

with social expectations. This also includes, but is not limited to, protection from discrimination on the basis of health status, status under the Indian Act, or HIV/AIDS status.

6.2 Sexual Harassment and/or Personal Harassment

Definition: Sexual and personal harassment is defined as:

- uninvited, sexually suggestive, obscene or offensive remarks or gestures;
- verbal advances, undue attention, invitations, or physical advances where a reasonable person ought to know that such behaviour is unwelcome;
- disparagement of an individual because of their sexual orientation;
- disparagement of an individual because of their cultural orientation;
- physical assault or threat of assault;
- abuse of professional or supervisory authority when such conduct has the purpose or effect of unreasonably interfering with an individual's academic or work performance or creating an intimidating, hostile or offensive environment for learning or working;
- OR submission to, or rejection of, such conduct is made either explicitly or implicitly a term or condition of an individual's employment, academic status or academic accreditation;
- OR submission to, or rejection of, such conduct by an individual is used as the basis for evaluations, recommendations or decisions affecting any term or condition of an individual's employment, academic status or academic accreditation.

It is recognized that not all forms of sexual or personal harassment are explicitly covered by definition. There are some forms of behaviour that may be regarded by some as sexual or personal harassment and by others as normal. In such potentially ambiguous cases, sexual or personal harassment may be considered to have occurred if the complainant has clearly expressed to the respondent that they wish the offending behaviour to cease and the offending behaviour continues. Sexual or personal harassment may be physical and/or psychological in nature. One incident or the aggregation of a series of incidents (even where a single incident would not necessarily be considered to be harassing) may constitute sexual or personal harassment. An incident involving work or related matters may properly be considered to constitute sexual or personal harassment whether it occurs on campus or not, or whether it occurs during work hours or not.

Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

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

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

The Employer agrees to supply the employee with all the information necessary relative to their rights, including what recourse is available within the Collective Agreement, as well as resources outside the Collective Agreement.

In addition, the Employer shall also point out to the employee their respective obligations in matters of sexual and personal harassment.

6.3 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. Employees will not be asked or required to do personal work for representatives of the Employer. In addition, the Employer or individual Board members shall not harass, coerce, threaten, belittle, usurp or interfere in the work of employees or volunteers. Neither shall employees harass, coerce, threaten, belittle, usurp or interfere in the work of Board members, volunteers, or other employees.

6.4 Trade Union Activity

The Employer will not discriminate against any employee because of past or present membership or activity in the Union or for the exercise of rights provided for in this Agreement.

6.5 Personal Opinions

- a) No employee shall be disciplined for voicing personal opinions of SFPIRG policy or business when they are not performing SFPIRG business, or otherwise representing SFPIRG in an official work-related capacity.
- b) In recognition of the nature of employment, employees shall not use or invoke representation of SFPIRG unless it has been authorized by the Board.
- c) It is the duty of employees to keep matters of a confidential nature in confidence, both during and after termination of employment with SFPIRG.

6.6 Right to Follow Conscience

Employees have the right to follow their conscience and refuse to handle, produce, dispatch or use in any way, goods from, or destined for, any nation, city, or other grouping which directly or indirectly violates or works against an employees personal political or religious beliefs; or to publicize, process, organize or in any way facilitate any visits or speaking engagements by representatives of any such grouping. No Employer can discipline or penalize employees for exercising this right and principle of social justice. If an employee refuses such work, other members of SFPIRG can be delegated to carry out the tasks involved.

ARTICLE 7 - EMPLOYEE INFORMATION AND CONFIDENTIALITY

7.1 Employee Information

An employee shall have access to all books and records pertaining to their employment with the Employer. The Employer may add written comment to an employee's records. The employee shall be informed within two working days of any addition to these written

records, and they shall have the right to include a written reply as a permanent part of the file, providing this is done within one week of notification. All submissions in an employee's file must be dated and signed by both parties.

The Employer shall not give any information about an employee to anyone without either the permission of the employee or a formal request to provide such information from a judicial or law enforcement agency.

Access to an employee's records shall be limited to the Board, the employee and the Shop Steward. Others may be granted access to the records only by mutual agreement of the Employer and the Union.

7.2 Confidentiality

Where the Collective Agreement calls for confidentiality on the part of the Employer or the Union, the transfer of information related to the matter shall be restricted to seated members of the Board and members of the Local Union. If desired, appropriate professional advice may be sought by either party. It is understood that the confidentiality of the matter will be impressed upon any and all providers of such professional advice.

ARTICLE 8 - UNION SECURITY

8.1 Union Shop

All employees shall be required to become and remain Union members as a condition of employment.

8.2 New Employees

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

8.3 Notification of the Union

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

- a) A list of employees, showing their names, addresses and employment status, ranked according to seniority;
- b) The Employer shall notify the Union, in writing within five working days, of all job postings, hiring, transfers or resignations.
- c) The Employer shall notify the Union in writing within one working day when an employee has been laid off, discharged, suspended or given a written warning.

8.4 Conflict of Interest

No elected member of the SFPIRG Board may concurrently be an employee of the SFPIRG. Employees may become and/or maintain membership in the SFPIRG and/or the Simon Fraser Student Society (SFSS), though they may not concurrently hold elected office with the SFPIRG or the Simon Fraser Student Society.

8.5 No Contracting Out

The Employer shall not contract out bargaining unit work. Only employees hired according to the process specified in Article 34 (Hiring and Transfer) may perform bargaining unit work except when a person who is not an employee as defined in this Agreement has been requested to work on a volunteer and emergency basis by the members of the Union or their representative. This provision does not apply to legal, accounting, bookkeeping or other professional services pursuant to Article 4.3 of this Agreement.

ARTICLE 9 - CHECK OFF

9.1 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.

9.2 Deduction of Dues

Dues shall be deducted from the first payroll of every month in accordance with Local Union bylaws. Dues shall be forwarded to the Secretary-Treasurer of the Local Union not later than the twelfth (12th) day of that month, accompanied by a list of the names, and gross wages of all employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the Union. The Employer shall pay the Union interest at the rate of two percent (2%) per month or fraction of a month, for any delay other than those caused by "Acts of God" and postal disruption in remitting the sums listed in this Article within the time period as specified in this Article.

9.3 Dues Receipt

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

9.4 Notification

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

ARTICLE 10 - UNION ACTIVITY

10.1 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 at work.

10.2 Leave for Union Functions

a) Paid Leave for Union Functions

Upon written notification to the Employer, an employee elected or appointed to represent the Union at conventions shall be granted leave of absence with pay and benefits. Such leave shall be limited to 21 (twenty one) hours per employee per year (January 1 to December 31) subject to mutually agreed scheduling. Leave will not be unreasonably withheld. Each employee may transfer any unused or undesired hours to another employee upon mutual consent.

b) Unpaid Leave for Union Functions

A leave of absence without pay but without loss of benefits shall be allowed employees to attend executive and committee meetings of the Union, its affiliated or chartered bodies, and any labour organizations to which the Union is affiliated. Such leave shall be limited to 21 (twenty one) hours per employee per year (January 1 to December 31). Each employee may transfer any unused or undesired hours to another employee upon mutual consent. Leave will not be unreasonably withheld.

c) The Union shall notify the Board in writing of the names of its delegates and alternates at least one (1) month before such leave begins.

10.3 Leave of Absence for Full Time Union or Public Duties

- a) The Employer recognizes the rights of an employee to participate in public affairs. Therefore, upon written request of at least one month, the Employer shall allow leave of absence without pay so that the employee may be a candidate in Federal, Provincial or Municipal elections. Leave will not be unreasonably withheld. Benefits shall be in accordance with Article 27.3. Seniority shall remain at its achieved level.
- b) An employee who is elected to public office shall be allowed leave of absence without pay during their term of office for a period of up to one (1) year. The employee so elected shall give six weeks' notice in writing. 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.
- c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted unpaid leave of absence for a period of up to one (1) year. The employee so elected shall give six weeks' notice in writing. 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.

- d) To be eligible for leave under paragraphs (b) and (c) of this section, an employee must have accumulated two (2) years' seniority. Periods of leave referred to in Articles 10.3(a), (b) and (c) above, can be extended by mutual consent of the parties. Such periods of leave shall not be unreasonably withheld.

10.4 No Loss of Pay

A steward may investigate and process grievances during regular working hours, without loss of pay or benefits. The Union agrees that there shall be no undue disruption of work.

ARTICLE 11 - STEWARDS AND OTHER UNION REPRESENTATIVES

11.1 Recognition

The Employer recognizes the Stewards, the members of the Local 3338 Grievance Committee, members of the SFPIRG Hiring Committee and any other committees established by the Union, and shall not discriminate against them for carrying out the duties proper to their positions.

11.2 Meeting the Employer

- a) When the Board wishes to discuss dissatisfaction with the work of an employee, the Employer shall give written advance notice to the employee. The employee shall be accompanied by a Steward or Union representative.
- b) Where an in-camera session of the Board involves disciplinary action against an employee, the Shop Steward or a Union representative shall have the right to address that session and answer questions on the matter, but shall not be present for the Board's final decision on the matter.

11.3 No Loss of Pay

Union representatives shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations, conciliation, mediation and arbitration. All time spent in performing these Union duties shall be considered time worked. The Union agrees that there shall be no undue disruption of work. The Union and the Board shall agree upon what constitutes "undue disruption".

11.4 Notification by the Union

CUPE Local 3338 shall regularly notify the Employer, in writing, of the names of its local executive, Stewards and Grievance Committee members, and any other committees established by agreement between the parties.

11.5 Times scheduled for meetings shall be by mutual consent.

ARTICLE 12 - UNION MEETINGS

The Employer and the Union agree that the employees shall be allowed up to two (2) hours per month for a scheduled Union meeting with no loss of pay to the employees.

ARTICLE 13 - UNION LABEL

- 13.1 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.
- 13.2 The recognized Union label shall include the designation "CUPE" at the employees' option. This designation shall be placed on media produced by a member of the Union. This designation shall be placed below the signatory initials of the employee on correspondence of the Employer and it shall appear on all matter printed by a member of the Union.
- 13.3 Other locations and uses of the Union label shall be by mutual consent of the parties.
- 13.4 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.
- 13.5 Employees shall be entitled to wear Union pins or emblems and/or Steward badges while they are working.

ARTICLE 14 - UNION INFORMATION

14.1 Copies of Agreement

The Employer shall provide each new employee with an up-to-date copy of the Collective Agreement upon commencement of employment. The Employer shall provide each new member of the Board with an up-to-date copy of the Collective Agreement within twenty-one (21) days of the commencement of their term of office. The Employer 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, and all work shall be performed by Union labour in a Union shop. Where possible, copies of the Agreement will be produced double-sided on post-consumer, unbleached recycled paper.

14.2 Union Orientation

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 orient 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.

The Director of Administration shall ensure the orientation of each newly elected member of the Board within three weeks of the commencement of their term of office for the purpose of acquainting the new members with terms of the Collective Agreement, the rights of employees and appropriate procedures and mechanisms for communication of dissatisfaction with the work of an employee and the resolutions of problems which may arise from time to time.

14.3 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.

14.4 Prospective Board Members

Advertisements for nominations to the Board of Directors should indicate that SFPIRG employees are unionized and nominees shall consent to respect the provisions of this agreement.

ARTICLE 15 - PICKET LINES & LABOUR DISPUTES

15.1 The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross an established picket line or for refusal to handle goods for an employer where a strike or lockout is in effect.

15.2 Where an employee is not reporting for work as the result of an established picket line, they shall be deemed to have applied for and been granted an unpaid leave of absence for the time involved.

15.3 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.

15.4 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 SFPIRG recognizes the trade union principles that guide its staff and agree that it will make every reasonable effort to avoid situations requiring the staff to perform work for members of the Board which would be in direct support of or opposition to either party of a labour/management dispute at the University.

15.5 Political Action

No employee shall be disciplined for participation in political action(s), including those called for or endorsed by the Canadian Labour Congress, its affiliates or subordinate bodies, or any other labour body. Such employees shall be deemed to have applied for a leave of absence without pay for the duration of such political action(s). Where possible,

advance notice should be given to Board and staff so arrangements can be made to incur minimum disruption of work. Confidentiality shall be respected.

ARTICLE 16 - MEETINGS

16.1 Staff Representation

- a) Decision making at SFPIRG shall in most cases occur at the organizational level. Organizational meetings shall be held at a time that is mutually convenient for both board and staff members, and ensures that the maximum number of board and staff members can attend. Employees may also attend the Annual General Meetings of the Society with voice and may vote if they are associate members. Attendance at any of the above mentioned meeting shall be considered as work and remunerated as such.
- b) Where the subject to be discussed at Board meetings concerns labour relations matters, and that discussion is held in camera, if requested the staff person shall physically absent themselves from that portion of the meetings. Labour relations matters shall include, but not be limited to, grievances and contract negotiations.

16.2 Staff Meetings

The Employer will authorize employees to arrange weekly or bi-weekly meetings of employees during paid time to discuss the programs and activities of the Society, and will arrange for office coverage for the duration of such meetings. Board members may attend these meetings on request. When staff wish to discuss Board relations in camera, any Board members present shall leave the room.

16.3 Organizational Planning Sessions

The Staff and Board shall organize Organizational Planning Sessions as required. These sessions will be scheduled at a mutually convenient time for all those participating, and will be paid for staff members.

ARTICLE 17 - HEALTH, SAFETY AND ENVIRONMENT

The Employer and the Union are committed to ensuring a safe, healthy work environment, including compliance with relevant health and safety legislation. Health and safety is a joint responsibility dependent upon the active participation of the Employer and all employees.

17.1 Health and Safety Committee

A Health and Safety Committee shall be established at the call of either party and shall consist of one representative of the Employer and one representative of the Union to consider, monitor, inspect, investigate and/or review specific health and safety conditions or practices. This committee and its designates will be provided access to the workplace for the purpose of investigating specific complaints, conditions or problems and will not be hindered in any reasonable part of such an investigation. The Employer may not unduly refuse to implement any recommendations put forward by the Health and Safety Committee.

17.2 Proper Training

Any employee required to work on a job and/or operate any piece of equipment shall receive proper training at the Employer's expense to ensure the health and safety of the employee and/or the safe operation of the equipment. Also, the Employer will not unduly refuse any employee leave for training and instruction not available on-the-job which further ensures the health and safety of the employees and the safe operation of equipment.

17.3 Rights of Employees

- a) Right to Refuse and No Disciplinary Action - In accordance with BC Workers Compensation Act, 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 it would be physically unsafe or unhealthy to do so, or where it would be contrary to the applicable federal, provincial and municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during such a period of refusal. Nor shall any other employee be compelled to work on a job or operate a piece of equipment another employee has found unsafe until the matter has been investigated by the health and safety committee.
- b) Injury Compensation Provisions - Any 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 workday at their regular rates and without reduction of sick leave. Any emergency transportation required will be at the Employer's expense. Upon return to work an employee shall also receive regular pay without loss of sick leave for any time spent for further medical treatment of the injury during normal work hours.
- c) An employee who has incurred a compensable injury shall have pay and benefits maintained until the Workers' Compensation Board benefits come into effect. Once the Workers' Compensation Board starts benefit payments, the Employer will continue to pay the employee the difference, if any, between the amount received from the Workers' Compensation Board and their regular rate of pay. In order to receive this "top up" the employee shall assign her/his 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.
- d) An employee who has incurred a non-compensable work injury shall be entitled to sick leave as per Article 25 (sick leave).
- e) The Employer agrees that no loss of seniority, benefits or job level will result from any work-related injury.
- f) This Article may be reopened by mutual agreement if the laws and regulations pertaining to taxation of benefits under this article change.

17.4 Responsibilities of the Employer

When requested to do so the Employer shall provide the Union with copies of all accident reports and other health and safety related records in the possession of the Employer.

The Employer will provide and maintain all necessary tools, clothing and safety equipment. This will include such first aid and other equipment as required by the Workers' Compensation Board of B.C, as well as ergonomic devices and furniture to prevent repetitive strain injuries.

17.5 Workers' Compensation and Liability Insurance

The Employer agrees to pay Workers' Compensation premiums and comply with all applicable federal, provincial and municipal health and safety regulations and legislation.

17.6 Computer Safety

The Employer and the Union recognize that any introduction of computer technology creates health and safety concerns that are difficult to resolve, in part because of the limitation of what is known about the long term effects of computer equipment on users. By the same token, computer and related communications technology are an integral and undeniable part of the work setting of all bargaining unit employees. Both parties acknowledge a commitment to maintain a high level of safety standards in the maintenance and operation of computer equipment.

- a) Eye Examinations - An employee who normally works with a video display terminal shall have an eye examination upon employment paid for by the Employer. If applicable, additional examinations will be provided for the employee at every anniversary of the commencement of employment. Either party may, at its own expense, require a different doctor to perform a second examination. The Employer agrees to pay the cost or difference of corrective actions if they are not already covered or fully covered by the employee's health plan when, in the opinion of the doctor(s), such actions are necessary to correct or prevent damage caused by the employee's use of a video display terminal at work.
- b) Employees working with computer systems shall have a twenty (20) minute period of alternate work away from terminal use during every hour worked in front of a screen. Notwithstanding this provision, no employee will be compelled to work for more than four hours per day, including breaks, at a terminal.

17.7 Ergonomics

The employer recognizes the importance of having an ergonomically safe working environment for our employees. Therefore the employer will fulfill any reasonable request in regards to ergonomics in the work space.

17.8 Health and Safety Grievances

Nothing in this article shall preclude either party from filing a grievance under this Agreement for alleged violation of this Article. Where the grievance involves a question of the general application or interpretation of this Article, Steps 1 and 2 of the Grievance Procedure may be bypassed, at the discretion of either party.

ARTICLE 18 - TECHNOLOGICAL CHANGE

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

18.1 Definition of Displacement

Any employee shall be considered displaced by technological change when their services will no longer be required in the same capacity or for the same number of hours as a result of a change in an operational process of equipment diminishing the total number of employees within the bargaining unit.

18.2 Notice

The Employer will not introduce technological changes without mutual agreement or without issuing at least four months advance notice. Such notice shall be in writing and include all of the following:

- a) the nature of the change;
- b) the date upon which the change will take effect;
- 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) any other information deemed relevant to the change.

18.3 Treatment of Displaced Employees

The Employer agrees that employees displaced by technological changes in the workplace should have access to the following special provisions:

- a) Any bargaining unit employee who is rendered redundant or displaced from their job as a result of such changes shall have an opportunity to fill any vacancy for which they have seniority and which they are able to perform after being given a reasonable training period to acquire the necessary knowledge or skills, at the expense of the Employer.
- b) No additional employee shall be hired by the Employer until employees affected by technological change or employees on layoff have been notified of the proposed

technological change and are allowed a reasonable training period, at the Employer's expense, to regain their employment in a similar position.

- c) The Employer recognizes the advantages of mutual consultation and discussion with its bargaining unit employees and their Union regarding issues of technological change. Therefore, technological change will only be introduced following due consultation with all parties. Any disagreement with regard to the interpretation or application of this Article shall be referred to arbitration for binding settlement.

ARTICLE 19 - TRANSPORTATION, PARKING AND TRAVEL

19.1 Transportation Related to SFPIRG Business

Reasonable transportation expenses shall, upon approval by the Board, be paid for by the Employer according to the following provisions:

- a) **Least Cost Mode of Transportation** - The mode of transportation while on SFPIRG business must be based on least-cost considering both staff time (wages) and transportation expenses. Possible modes of transportation include, but are not limited to, ferry, train, plane and other public transportation. For example, if a personal car is used when the public transportation alternative would have been less expensive in terms of wages plus travel expense, then only the public transportation expense will be reimbursed (unless otherwise approved by the Board). Exceptions on the basis of accessibility may be made upon application to the Board when traveling outside of the Lower Mainland. Exceptions on the basis of accessibility for local SFPIRG business can be made at the discretion of the staff.
- b) **Automobile Allowance** - Mileage rates paid to employees using their own automobiles for the Employer's business shall be consistent with Canada Revenue Agency's Automobile Allowance. Employees must submit their travel records to the Board for final approval before such funds can be reimbursed.
- c) **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.

19.2 Transportation To and From Work and Parking

- a) **Transportation To and From Work** - To encourage the use of environmentally-sound transportation, any employee who chooses not to use a car shall be entitled to a transportation allowance that equals the amount paid for a Translink bus pass (one- or two-zone depending on place of residence in comparison to the SFPIRG). This allowance shall be paid at the beginning of each semester.
- b) **Parking** - Each employee who regularly drives to work shall be entitled to receive a semesterly parking allowance equivalent to the cost of a parking sticker for Lot C at the Employer's expense. Work-related parking expenses incurred off-campus shall also be paid by the Employer upon approval by the Board.

- c) Accessibility Parking – Employees who require parking closer to the SFPIRG for reasons related to disability or other safety/accessibility issues, shall receive a semesterly parking allowance equivalent to the cost of a parking sticker for Lot A at the Employer's expense.

19.3 Room and Meal Expenses

In addition to the paying of the costs of all transportation as outlined in Section 1 of this Article, the Employer agrees to pay full reasonable room costs as approved by the Board when the employee is required by the Employer to spend the night outside of the Lower Mainland. The Employer shall also grant reasonable meal expenses where the duration of stay exceeds one day.

ARTICLE 20 - STATUTORY HOLIDAYS

- 20.1 The Employer will observe the following Statutory Holidays (or any day proclaimed in lieu thereof):

New Years Day	May Day	Thanksgiving Day
<u>Family Day</u>	Victoria Day	Remembrance Day
International Women's Day	Canada Day	Christmas Day
Good Friday	B.C. Day	Boxing Day
Easter Monday	Labour Day	

and any other statutory holidays proclaimed and gazetted by the Federal Government or the Government of British Columbia.

- 20.2 An employee shall receive his or her regular pay for any statutory holiday that falls on a day when they would have normally worked or been paid.

An employee who is scheduled to work more than their daily average on the day which the statutory holiday falls shall have the opportunity of rescheduling these additional hours to ensure the employee receives their weekly scheduled hours.

- 20.3 Pay for work actually performed by employees, at the request of the Employer, on any of the statutory holidays referred to in Section 20.1 of this Agreement will be at two (2) times the employee's basic straight-time hourly rate of pay and time off with pay in an amount equal to the number of hours holiday pay the employee would have received will be given at a later date to be determined by mutual agreement between the employee and the Employer.
- 20.4 Should a statutory holiday fall on a day that an employee is not scheduled to work, that employee shall take time off work for an amount of hours equal to the average number of hours worked per day during the thirty (30) days immediately preceding the statutory holiday, at a later date to be determined by mutual agreement between the employee and the Employer. Remuneration for such time off shall be according to section 20.2. Time off for statutory holidays shall not be carried for more than 1 (one) year.

20.5 An employee may substitute other religious and cultural holidays on a day for day basis for any 8 (eight) of the statutory holidays listed in 20.1, as long as statutory holidays are kept to a maximum of 14 (fourteen) days a year. Such work will be considered to be a normal days work and no provisions of this section will apply to such time worked.

20.6 Official University Closure

Should an employee be unable to work because the University, or an area, or a campus of the University is officially closed temporarily due to environmental conditions, utility disruptions, natural disasters or other reasons beyond the control of the employees covered by this Agreement, each normal workday during such a closure will be paid for as if it were a Statutory Holiday.

ARTICLE 21 - ANNUAL VACATIONS

21.1 Vacation Pay for Replacement Employees

In lieu of a vacation entitlement, Replacement employees shall receive, with each paycheck, vacation pay equal to four (4) percent of their gross earnings.

21.2 The remainder of this Article shall only refer to Permanent employees.

21.3 Permanent Employees Vacation Entitlement

A working week shall be understood as the regular amount of hours worked in one week. Permanent employees shall be entitled to an annual vacation with pay on the following basis:

Calendar Year:

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

a) First Calendar Year of Employment

- a. During the employee's first calendar year of service, an employee shall receive 6.25 hours of vacation for each month worked, with the right to take the time as it is accumulated.

b) Subsequent Calendar Years of Employment

Year of Service	Vacation Entitlement
2nd	3 (three) weeks
3rd	4 (four) weeks
4th	5 (five) weeks
5th and subsequent	<u>5 (five) weeks plus 1 (one) additional day each year to a maximum of 7 (seven) weeks.</u>

If unused, vacation time shall be carried over into subsequent years of employment to an accumulated total of 10 (ten) weeks. Employees shall notify the Board and staff in writing, by November of each year, of vacation time that has not been taken. Employees may take accumulated vacation in 6 (six) week blocks. With special request and agreement from the Board and other staff members, 10 (ten) week blocks can be scheduled. Vacation time shall be scheduled in accordance with Article 21.8.

- 21.4 Vacation pay will be based on the average number of hours per week the employee is working at the time the vacation entitlement is earned. Vacation pay will be at the employee's basic straight time hourly rate in effect at the time the vacation is taken.
- 21.5 In the event of termination of employment, a Permanent employee shall receive vacation pay calculated according to Sections 21.3 and 21.4 for any unused vacation entitlement based on service actually performed up to the date of termination.
- 21.6 Upon completion of probation, a permanent employee may take vacation prior to having actually earned their full entitlement, provided that such employee has earned a partial entitlement to the time being taken. If such employee's employment is terminated prior to the employee having earned full entitlement to vacation time previously taken, the Employer shall recover any overpayment of vacation pay by deduction from monies owing to the employee at termination.
- 21.7 Vacation pay will be paid to an employee immediately prior to the scheduled commencement of an employee's vacation. Employees will not be permitted to receive vacation pay advances.
- 21.8 Vacation time will be scheduled at times that are mutually agreeable to the Employer and the employee. Vacations may be taken in weekly blocks. Vacation times will be approved on a first come first serve basis, as determined by the first written request received by the Staff Liaison Board Officer, and shall not be unreasonably withheld. Where there is a conflict of scheduling between employees, the conflict will be resolved through consensus of the Board and the employees. If the conflict cannot be resolved in this manner, seniority will be used to determine vacation time.
- 21.9 An employee shall be granted an additional day's vacation with pay for any Statutory Holiday which falls during their granted vacation period, to be taken at the end of the granted vacation period, or at another mutually agreed upon time.
- 21.10 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. The Board can, at its discretion, request that such illness or disability be certified by a medical practitioner.

ARTICLE 22 - SEMESTER TIME OFF

Employees will not be required to work between December 24 and January 1 inclusive. If an employee actually performs work at the request of the Employer on a day for which payment is

being made, Sections 20.3 and 20.4 of this Agreement will apply as is appropriate. Employees will be paid for the statutory holidays and for all days they would have otherwise performed work on.

ARTICLE 23 - SPECIAL LEAVE

The Employer agrees that leave as outlined below will be granted with pay to all employees, unless otherwise specified herein. In all cases, pay for such leave will be pro-rated to reflect the average number of hours per day worked by the employee for the thirty (30) days immediately prior to the time the leave is taken.

If an employee is on vacation or leave and becomes eligible for special leave as outlined in this Article, they shall be granted such leave and such leave shall not be counted against their vacation or other leave.

23.1 Domestic Crisis and Illness in the Family

Such leave shall be granted to a maximum of four (4) days per calendar year. Additional paid leave under this clause may be granted at the sole discretion of the Employer.

23.2 Bereavement Leave

- a) 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. Where the burial takes place outside the Lower Mainland, such leave shall include reasonable travel time mutually agreed upon by the Union and the Employer. Further time without pay can be arranged by mutual consent between the employee and the employer.
- b) Leave of absence with pay for a period not exceeding one day up to two days per calendar year, will be granted to attend a funeral for someone other than a family member, upon notification to the Employer. Further time without pay can be arranged by mutual consent between the employee and the employer.

23.3 Compassionate Care Leave

For the purpose of Compassionate Care Leave, "family member" has the definition as set out in Article 23.4 and includes any other Individual who is a member of a prescribed class, as per the Employment Standards Act.

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:

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

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

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

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

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

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.

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 Board, 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 Board, provided the request for such extension is submitted prior to its desired use.

23.4 Family Defined

Family is defined for the purposes of this Article as follows:

parent
partner (including spouse, common-law &
same-sex, etc.)

sibling

in-laws

child (including adopted & foster children of any
age, whether legally recognized or not)

grandchild
grandparent

fiancé(e)

guardians (including former)

dependant

ward

primary support person

or any person for whom the employee would be required to administer the funeral arrangements.

23.5 Court Duty

(As a juror or subpoenaed witness). Such leave shall be granted for the actual time an employee is required to be in attendance at court plus a reasonable amount of traveling time. If the employee received remuneration for Court Duty, such remuneration shall be turned over to the Employer.

23.6 Leave for Court Appearance or Incarceration

a) Not Related to Employment

In the event that an employee is accused of an offense which requires a court appearance, they shall be entitled to a leave of absence without pay but without loss of seniority or benefits to attend at Court. In the event that the employee is jailed awaiting a court appearance, they shall be entitled to an automatic leave without pay but without loss of seniority or health and welfare benefits for a maximum of six (6) months. If such incarceration exceeds six (6) months and/or the employee is found guilty and sentenced, they shall receive a leave of absence without pay, seniority, or benefits for up to one year. If the period of incarceration exceeds one (1) year, they shall be placed on the recall list upon release.

b) Related to Employment

In the event that an employee is accused of an offence and/or is incarcerated for actions taken on specific instructions of the Employer, they shall be entitled to a leave of absence with full pay and benefits and without loss of seniority for court appearances and/or the period of incarceration.

23.7 Personal Days:

Permanent Employees shall be entitled to four (4) paid personal days per year, pro-rated for Temporary Employees. The Employee shall inform the Staff Liaison Officer of any such personal days taken.

ARTICLE 24 - EMPLOYEE TRAINING AND EDUCATION

24.1 Annual Employee Training Budget

The Employer will budget a staff training allowance of \$1000 per Permanent Employee per financial year. If an employee is directed to attend any training program intended to improve the performance of their work duties, the cost of this training will be paid for from this budget and the Employee will attend the training on paid time. If no work-related training needs have been identified, the employee may use this allowance towards their personal development. Any unused portions of this training allowance can be carried over into the next year's budget for one calendar year.

24.2 Personal Development

The Employer recognizes the special needs of students during the academic year and the heavy time constraints often placed on them. The Employer therefore agrees to accommodate the timetable of students wherever possible, and to make allowances during the exam period for studying. No reasonable request relating to personal development shall be denied. Any changes to the regular schedule require a month's prior notice to the employer and other staff members. Any changes will require the least possible disruption to the regular operation of the organization.

ARTICLE 25 - SICK LEAVE AND EXTENDED SICK LEAVE

25.1 Sick Leave

- a) Definition of Sick Leave - "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. Pay for such leave shall be granted in accordance with the entitlement provisions set out below. The Employer may require, for the purpose of establishing eligibility to receive sick leave benefits, that the employee provide a medical certificate outlining the nature of the illness or injury and any treatment received. The Employer shall pay all costs of obtaining required medical certificates.
- b) Entitlements - Sick leave entitlement shall accumulate at a rate of two pro-rata days per month of employment for all permanent employees. If unused, sick leave days shall be carried over into subsequent years of employment to an accumulated total of sixty-six (66) pro-rata days. No payment will be received in lieu of unused days.
- c) Extended Sick Leave - Once an employee has used all their accumulated sick leave days, an "extended sick leave" will be granted without pay. To facilitate the hiring of a replacement employee (where needed), an employee on extended sick leave shall give notice of intent to return to work according to the following:
 - 0 - 5 calendar days extended sick leave: 1 calendar day notice
 - 6 - 10 calendar days extended sick leave: 2 calendar days notice
 - 11 - 15 calendar days extended sick leave: 3 calendar days notice
 - 16 - 20 calendar days extended sick leave: 4 calendar days noticeetc.
- d) 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 for up to one (1) year.

ARTICLE 26 – PREGNANCY, PARENTAL LEAVE AND EXTENDED PARENTING LEAVES

26.1 Pregnancy and Parental Leave

This section applies to leave for the birth or legal adoption of an employee's child, whether the employee is the parent or primary caregiver.

a) Pregnancy Leave

An employee shall be granted pregnancy leave for the birth of a child or termination of a pregnancy. The length of the pregnancy leave shall be as follows:

Leave commencing before birth of child or termination of pregnancy	17 weeks
Leave commencing after birth of child or termination of pregnancy	6 weeks

Pregnancy leave may be extended by up to six (6) weeks if a birth mother is unable to return to work for reasons related to the birth or the termination of the pregnancy.

b) Parental Leave

An employee shall be granted parental leave before or after the birth or adoption of a child. The length of the parental leave shall be as follows:

Parental Leave – Birth Mother	35 weeks if pregnancy leave is taken 37 weeks if pregnancy leave is not taken
Parental Leave – Birth Father	37 weeks
Parental Leave – Adoptive Parents	37 weeks

If a child has a physical, psychological or emotional condition requiring an additional period of parental care, parental leave can be extended by up to five (5) additional weeks.

c) Co-parent

In case of the birth of an employee's child, they shall be entitled to 4 (four) weeks co-parenting leave with pay.

d) Primary Caregiver

i) If the employee is eligible for Employment Insurance pregnancy/parental benefits, they shall be entitled to leave without pay for the duration of the EI benefits period or fifty two (52) weeks. At the end of their leave, they shall receive a bonus equal to the difference between EI benefits and their regular wage.

ii) If the employee is ineligible for EI pregnancy/parental benefits by reason only of their recent work schedule, and has worked for the Employer for more than one year, they shall be entitled to leave with reduced pay for time equivalent to the EI benefits period. They shall receive, for the duration of the leave, pay equivalent to EI benefits.

- e) No employee shall be severed or lose benefits because of parenting leave. Seniority, vacation entitlements and sick leave credits shall continue to accrue. Medical and dental plans, savings plan entitlements and childcare benefits will be maintained.
- f) Upon request, the Employer shall grant an additional eighteen (18) weeks of primary care-giving leave without pay.
- g) Upon request, the Employer shall grant an additional two (2) weeks of co-parent leave without pay.
- h) Medical and dental plans, savings plan entitlements, and childcare benefits will be maintained. Seniority shall continue to accrue. However, sick leave credits and vacation entitlements shall not continue to accrue.
- i) Upon return to work, they 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.
- j) If they choose not to return to work, they are asked to give at least two months' notice of their resignation.

ARTICLE 27 - LEAVE OF ABSENCE WITHOUT PAY

- 27.1 Any employee may apply for and receive a leave of absence without pay for personal reasons other than illness for a maximum of one year. They must give at least one month's notice in writing.
- 27.2 The Employer shall make every effort to comply with an employee's request for such leave. The Employer's response shall be given in writing. In case of refusal, the reasons for refusal must be stated.

27.3 Continuation of Benefits

Such leave shall not affect any parenting 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.

27.4 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 month's notice of intention to return to work or shall apply for an extension.

ARTICLE 28 - GRIEVANCE PROCEDURE

- 28.1 All employees shall attempt to settle any complaint or dispute informally before proceeding with the Grievance Procedure.

28.2 A "grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action. "Party" means one of the parties to this Agreement. All grievances shall be finally and conclusively settled in the manner set out in this Article without slowdown or stoppage of work.

28.3 Types of Grievances

- 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.

28.4 Step 1

The employee or employees concerned shall submit the grievance in writing to the Employer within twenty (20) working days from the date on which the employee becomes aware of the alleged incident(s) giving rise to the grievance. Within fourteen (14) days of the receipt of the grievance by the Employer, a meeting shall be convened between the grievor(s), who shall be accompanied by representatives of the Union, and the authorized representatives of the Employer with a view to achieving a settlement. If this meeting does not result in the grievance being resolved, the Employer shall issue a written reply to the Union regarding the disposition of the grievance within fourteen (14) days of the date of the meeting.

Step 2

If a satisfactory settlement is not reached at Step 1, then the Union may advance the grievance to arbitration provided written notice of such is given to the Employer within thirty (30) days following the receipt of the Employer's reply at Step 1.

28.5 Policy Grievances

Policy grievances are defined as those grievances arising directly between the parties to this Agreement. Where either party to this Agreement disputes the general application, interpretation, operation or alleged violation of an Article of this Agreement, either party may submit the grievance directly to the other party within twenty (20) working days from the date on which either party becomes aware of the alleged incident(s) giving rise to the grievance. Within fourteen (14) days of such a grievance being submitted, the authorized representatives of the Employer and the Union's National Representative or their designate, accompanied if so desired by other officers of the Union, shall meet to attempt

to resolve the grievance. Where no mutually satisfactory resolution occurs, either party may, within thirty (30) days of the meeting submit the dispute to arbitration as set out below.

28.6 In any case in which an arbitrator shall be required under this Agreement, a single arbitrator shall be selected by mutual agreement of the parties. Failing agreement, either party may apply to the Minister of Labour to have an arbitrator appointed.

a) The arbitrator is to be governed by the following provisions:

- i) The issue(s) raised in the written grievance and the written replies thereto shall be presented to the Arbitrator and their award shall be confined to such issue(s). The arbitrator's decision shall be final and binding on the parties and upon any employees affected by it.
- ii) The expenses of the arbitrator and of the place of hearing shall be borne in equal shares by the Union and the Employer.
- iii) The arbitrator shall determine their own procedures, but shall give full opportunity to all parties to present evidence and make representations.
- iv) In no event shall the arbitrator have the power to alter, modify or amend this Agreement in any respect.
- v) 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.
- vi) The arbitrator shall have the power to modify penalties and relieve against non-compliance of time limits, or any other technicality or irregularity.
- vii) The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.
- viii) No costs of arbitration shall be awarded to or against either party.

b) Except where specified otherwise, time limits mentioned in this Article are in calendar days and may only be extended by the written mutual agreement of the parties.

c) 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.

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 29 - DEPENDANT & CHILD CARE BENEFITS

29.1 Dependant Care Costs

For the purposes of this article, "dependant" is defined as anyone who is financially dependent on the Employee and who needs supervision and/or personal care.

The Employer acknowledges that caring for dependants is an important contribution to society that creates added costs for a household and that these costs should be shared by society at large. In the absence of universal childcare and other important supports for families, it falls to Employers who are committed to social and environmental justice to lessen this financial burden to the best of their ability. Therefore, the Employer shall make available a dependant care fund equal to 50 (fifty) percent of an employee's dependant care costs incurred during the Employee's regular work hours at SFPIRG, up to a maximum of \$300 per month. Dependant care costs will be understood to include, but will not be limited to, adult or child daycare, babysitting, supervised extra-curricular activities, assisted living, long term care, nursing homes, hospice care, and home care. All employees, including temporary employees, are entitled to dependant care benefits. This article shall be revisited should the Employer receive a fee increase before the end of this agreement.

29.2 Substitute Care

If the Employer requires an employee with a dependant to work outside of their regular work hours as defined in Article 38 (Hours of Work), the employee shall be reimbursed for additional childcare and dependant costs incurred during hours worked.

29.3 Application for reimbursement under this section shall include the receipt for child, dependant or substitute care charges.

29.4 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.

ARTICLE 30 - MEDICAL AND DENTAL PLANS

30.1 All permanent employees shall be eligible to participate in the Simon Fraser Student Society Benefit Plans for 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.

30.2 Absences

If an employee is absent because of illness, accident, parenting, layoff or disability, the Employer shall contribute to the above plans for up to one year. 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.

ARTICLE 31 - RRSP IN LIEU OF PENSION

The Employer will contribute a maximum of three (3) percent of earning to each Permanent Employee's Registered Retirement Savings Plan, in lieu of a pension contribution.

ARTICLE 32 - SENIORITY

32.1

- a) Definition of Seniority: Seniority is defined as the length of continuous employment with the Employer, calculated from the last date of hiring, except as specified below.
- b) Use of Seniority - Except as specified elsewhere in this Agreement, seniority shall be used if consensus between the Board and the Staff cannot be reached in the specified sections, for vacation scheduling, layoff, recall and transfer.
- c) Seniority Lists - The Union shall maintain a permanent employee's seniority list, showing the hiring date for each employee, and the total amount of time if any they have spent on any leave listed in Section 32.05 below. In January of each year, the seniority lists shall be sent to the Employer and a copy of each shall be given to each employee. The Employer may dispute the accuracy of this list provided it is done within thirty (30) days of it being received. If the parties are unable to resolve the dispute, it shall be referred to arbitration.
- d) Accrual of Seniority - Seniority shall continue to accrue for any employees on the following types of leave:

Article	Type of Leave
10.3 -	leave to hold Union position
17. 5 -	leave for a compensable injury
23 -	special leave (except as noted in Section 5 below)
24 -	educational leave
21 -	vacation
25 -	sick leave and extended sick leave
26 -	parenting leave and extended parenting leave
35.2 -	employee is laid off and is eligible for recall

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

Article	Type of Leave
10.3 -	leave to hold public office
23.03 -	leave for incarceration for actions not taken at the behest of the Employer
27 -	leave without pay

32.2 Loss of Seniority

An employee shall lose seniority (as defined in 32.5a)) only when:

- a) voluntarily terminated;
- b) discharged and not reinstated under the terms of Section 38.03;
- c) laid off and not recalled after two years on the recall list under Article 35.

32.3 Seniority and Replacement and Temporary Employees

Replacement and temporary employees shall not have seniority unless they are reclassified as permanent employees, in which case they will be granted seniority for all time worked.

ARTICLE 33 - CREATING NEW POSITIONS OR CHANGING JOB DESCRIPTIONS

- 33.1 No temporary project workers, students workers, grant worker or new employees shall work at SFPIRG if the effect would be to reduce the number of employees or the number of hours of work available to employees.
- 33.2 Changes to existing job descriptions, including but not limited to, altering of duties, increased volume of work or classification changes, shall be made with agreement of both parties. If a dispute arises, the matter shall be referred to arbitration prior to the implementation of any changes in job description or classification.

ARTICLE 34 - HIRING, TRANSFER AND PROBATION

34.1 Hiring

- a) The Employer shall fill all vacancies from within the bargaining unit, provided employees meet the required qualifications, before hiring new employees. All jobs shall be posted for a minimum of five (5) working days. Notwithstanding the above, no employee will be permitted to automatically transfer to a vacancy if they have been employed for less than six (6) months in their current classification.
- b) All postings shall include the specific job title, a summary of the position's job duties and responsibilities, qualifications and rate of pay. Each notice shall state "SFPIRG is an affirmative action employer."
- c) When a position cannot be filled from within the bargaining unit and the Employer must hire new employees, staff may recommend potential candidates and at least one staff member shall sit on the official hiring committee. Any decisions shall be made by the Hiring Committee shall be made by consensus. Decisions made by the Hiring Committee must be ratified by the Board.

34.2 Transfer and Recall

- a) All permanent employees on the recall list have the right to a vacant permanent, replacement or temporary position, provided they are qualified to perform the work available.
- b) If the Employer receives more than one application for transfer or recall, preference shall be given to the more qualified applicant.

34.3 Probation

- a) Where possible, the new or transferred employee shall be given a two week overlap period with which to train with the former employee and thus become oriented to the new position.
- b) An employee will be considered as on probation during the first sixteen weeks actually worked. Temporary employees will be considered as on probation during the first one eighth of the employment period. Feedback from the Employer should be provided to all employees at least once per month during the probation period as well as at the end of their probationary period. During the probationary period, the Employer may terminate a probationary employee if, in the reasonable judgement of the Employer, they have not demonstrated such abilities, qualifications & ability to work within the spirit of SFPIRG's values necessary for continued employment, provided the employee and the Union have been given written specific notification of the concerns of the Employer, and the employee has been given reasonable opportunity to bring their standard of work up to a reasonable level. A probationary employee shall be entitled to the rights, privileges, wages and benefits of the corresponding non-probationary employee, as specified in this Agreement.

ARTICLE 35 - LAYOFF, RECALL AND RESIGNATION

35.1 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 employees. There shall be no reduction in the work force without a corresponding reduction in work required.
- b) The Society's financial conditions will be the only consideration for layoff.
- c) Where a permanent employee is laid off as a result of financial considerations and/or lack of work, the Employer shall give written notice to the employee and the Union three (3) months prior to the date of layoff.
- d) Permanent employees shall be laid off in reverse order of seniority, provided that the employees who remain employed are sufficiently qualified to perform the work required by the Employer.

35.2 Recall

- a) The Employer shall maintain a recall list of those permanent employees who have been laid off. Such employees shall be recalled in reverse order of layoff provided

they are able to perform the work required by the Employer. An up-to-date copy of the recall list shall be made available to the Union upon request. Any laid-off permanent employee shall remain on this list for a period of two (2) years following the date of layoff. It is the responsibility of a laid-off employee to keep the Employer informed of their current address and telephone number.

- b) One week notice of a vacant position shall be made by telephone, and by registered mail to the last known address of the employee. A copy shall be sent to the Union.
- c) The Employer agrees that no new employees will be hired while a recall list exists provided the laid-off employees are able and willing to perform the work required by the Employer.
- d) Laid-off replacement and temporary employees shall not be eligible for any of the recall provisions of this Article.

35.3 Resignation

Permanent Employees are required to give two months' (60 days) notice of resignation in writing to the Employer. Temporary Employees are required to give one month's (30 days) notice of resignation in writing to the Employer.

ARTICLE 36 - LIMITED SECURITY OF EMPLOYMENT

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

In the event of dissolution of the Employer, with no simultaneous creation of a similar group with similar objects; or in the event of reorganization of the Employer requiring the termination of permanent employees:

- a) All terminated permanent employees shall receive severance pay equivalent to three (3) months wages and benefits.
- b) Terminated permanent employees with more than one (1) year of employment with the Employer shall receive an additional amount of one (1) week's wages and benefits for each full continuous year they were employed by the Employer.
- c) Terminated temporary and replacement employees shall receive severance pay equivalent to the lesser of one (1) month's pay (calculated at the number of hours they would normally work in a month times their current hourly rate), or the balance of their scheduled hours for the semester at their current hourly rate.

ARTICLE 37 - DISCIPLINE/DISCHARGE

37.1 For Just Cause

The Employer may discipline an employee for just cause subject to the following procedure:

- a) Confidentiality - The Employer agrees that a complaint against an employee, whether or not it is recorded in the employee's file, and any resulting disciplinary action, shall be treated as confidential by the Employer until a resolution has been achieved. If discussion of the matter is necessary in a meeting of the Board, it shall be 'in camera'.
- b) An employee is entitled, prior to the imposition of any form of discipline, or of discharge, to be notified at a meeting with a representative of the Employer of the reasons for considering such action. This meeting must be held within twenty (20) working days from the date on which the Employer becomes aware of the alleged incident(s) which gave rise to the complaint. The employee shall be accompanied to such a meeting by a Union representative who shall be advised in advance by the Employer of the time and the place of the meeting.
- c) An employee must be notified in writing of the grounds for each and every form of disciplinary action and/or discharge. The Union must be provided with a copy of this written notice within twenty-four (24) hours of the issuing of the disciplinary action or discharge. In subsequent grievance procedures, including arbitration, the Employer shall be limited to such grounds as are stated in this written notice, except in those discharge cases where new grounds that were not known to the Employer on the date of discharge subsequently become known.
- d) Where an in-camera session involves disciplinary action against an employee, the Shop Steward or a Union Representative shall have the right to address that session and answer questions on the matter, but shall not be present for the decision on the matter.
- e) All forms of disciplinary action, including discharge, taken by the Employer against the employee, shall be subject to Article 28 (Grievance Procedure) of this Agreement.
- f) If, in the eighteen (18) months after the issuance of a warning letter, no further disciplinary action is recorded against the employee, the warning letter and any previous warning letters shall automatically be removed from the employee's record and may not be held against them thereafter.

37.2 Notice or Pay in Lieu of Notice

Employees, in the case of discharge, shall receive one month's notice or one month's pay in lieu of notice, unless they have been discharged for gross misconduct. In addition, the employee shall receive written notification of discharge with reasons for discharge.

37.3 Entitlements and Resignation

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

ARTICLE 38 - HOURS OF WORK

38.1 Regular Hours

Permanent employees shall normally work twenty-eight (28) hours per week. However, it is agreed that the Employer may, by mutual agreement between the employer and the union, increase the regular hours of work for any employee beyond the normal work week of twenty-eight (28) hours to a maximum of thirty-five (35) per week. Replacement employees shall work those hours that would have otherwise been worked by the permanent employee that they are replacing. Temporary employees shall work those hours as directed by the Employer, but in no case shall a temporary employee work more than eight (8) hours per day or thirty-five (35) hours per week.

38.2 Scheduling

- a) The normal hours of the Employer's operation will be established by the Employer. As of the date of the signing of this Agreement, the normal hours of operation will be 10:30 a.m. to 4:30 p.m., Monday through Friday; however, it is mutually acknowledged that work of SFPIRG does not always fall within the normal hours of operation as defined above. The Employer will endeavour to give the employees one (1) month's notice of any change in the normal hours of operation.
- b) The employees shall be permitted, as far as is practical and subject to the operational requirements of the Employer, to schedule their own hours of work, provided that, wherever possible, there will be employee coverage in the office for a minimum of six (6) hours on each day of normal operation as defined above. Where the Employees are unable to come to an agreement that meets the operational requirements of the Employer, the Employer retains the right to schedule an employee's hours of work in as reasonable a manner as possible provided that the operational requirements are met.
- c) If increased office hours are required, the Employer shall give one (1) month's notice prior to the implementation of the increase and will permit, as far as is practical, the employees to schedule their own hours to accommodate the increase provided that the operational requirements of the Employer are met.

38.3 Flex-Time

Employees may choose, subject to operational requirements, and with consent from other employees, to defer up to seven (7) working hours per week to be worked in the following week.

38.4 Overtime

Any hours over and above the maximum allowable under the terms of the flex-time agreement shall be deemed to be overtime hours. Overtime hours are only to be worked with the express mutual agreement of the Employer and the employee. Such hours shall be paid at the regular straight time hourly rate defined in this Agreement, or the employee may opt to take an equivalent amount of time off in lieu of overtime pay at a mutually

agreeable time. An employee who is permitted to work more than thirty-five (35) hours in a week will be paid overtime at the rate of two (2) times their straight time hourly rate for all hours actually worked in excess of thirty-five (35) hours in a week. Employees who trade work time with other employees will not be considered to have worked overtime as the result of such trades.

ARTICLE 39 - TERM OF AGREEMENT

This Agreement shall be binding and remain in effect from August 1, 2014 to July 31, 2018. It shall be renewed from year to year thereafter unless either party gives written notice to the other, at least two 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 provisions of this Agreement shall continue in full 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 Relations Code of British Columbia.

ARTICLE 40 - WAGES

40.1 The Employer agrees that all permanent employees will be paid an equal hourly wage.

40.2 Wage Rate

Wages for permanent employees shall be paid in accordance with the term of the agreement and the schedule set out herein:

- a) Effective August 1, 2014 the wage shall be increased from \$27.71 to \$30.00.

Wages for temporary employees shall be paid at the established Living Wage for Metro Vancouver at the time of hire. Wages will be increased to match any increase in the established Living Wage. If there is a decrease in the established Living Wage, there shall be no reduction in wages.

40.3 Pay Period

Employees shall be paid every two weeks.

40.4 Retroactivity

Except where expressly and specifically provided in this Collective Agreement, all items agreed to by the parties shall become effective as of the date of the ratification of this Collective Agreement.

40.5 Cost of Living Increase

A cost of living increase, based on Statistics Canada data for the period in question (Consumer Price Index (CPI) for Vancouver, all items, not seasonally adjusted) will be added to the wage rate in January, May, and September of each year, according to cost of living increases for each four month period as follows:

January (August – November)

May (December – March)

September (April – July)

It is understood that the actual payment may be delayed because of the publication date of the CPI figure.

The Cost of Living Adjustment (COLA) increase will be made by comparing the difference for the quarterly average CPI value for each period.

The COLA calculation will be taken to the second decimal place following arithmetical rules of rounding. The new wage rate calculated from the aforementioned shall be rounded to the nearest whole cent. All COLA increases will be rolled into the current rates of pay. COLA shall not reduce the current rates of pay.

40.6 Living Wage Employer

SFPIRG is a Living Wage Employer, as recognized through the Living Wage Employer Recognition Program. As such, all employees will be paid at minimum a Living Wage. SFPIRG will maintain a Living Wage policy outlining how it will fulfill this mandate.

ARTICLE 41 - NEGOTIATING THE COLLECTIVE AGREEMENT

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

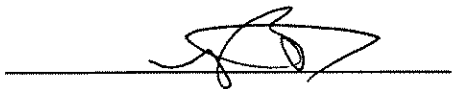
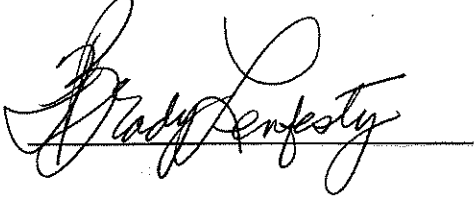
- 41.1 The negotiation of the Collective Agreement shall be conducted by the negotiating committees of the Union and the Employer. These committees shall be authorized by their principals to negotiate and conclude a tentative Collective Agreement for ratification by the principals.
- 41.2 The negotiations will be regarded as confidential unless and until the Employer's committee calls for a lockout vote from the Board or the Union's committee calls for a strike vote in the bargaining unit.
- 41.3 Meetings will be conducted with a quorum of no less than two members of each committee.
- 41.4 Meetings shall be scheduled in advance at a time of mutual agreement, 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.

- 41.5 Each party shall notify the other party, in writing, if there are additions or substitutions to the composition of their committee.
- 41.6 When the parties have agreed upon a contract article, they shall indicate such by having all members present initial the article. Such agreement shall not preclude reopening the article for the following reasons:
- a) Editorial changes (e.g., improvements to grammar, spelling, etc.)
 - b) Changes necessitated because of modifications of related contract articles.
- 41.7 Upon conclusion of the negotiations, each committee shall submit the tentative contract to their respective principals for ratification.
- 41.8 A Board representative shall be entrusted with producing 'clean' or 'final' copies of contract articles. They shall be entitled to make minor modifications to spelling, grammar and layout when such changes do not in any way effect the intent of the article. They shall advise both parties when any such change may have an effect.

SIGNATORIES TO THE COLLECTIVE AGREEMENT

This Agreement is signed on November 23, 2016.

FOR THE UNION:



FOR THE EMPLOYER:



APPENDIX 1 - JOB DESCRIPTIONS

- Director of Administration
- Director of Communications
- Director of Research & Education

