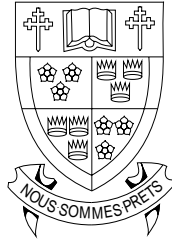


**COLLECTIVE AGREEMENT**

**Between**



**Simon Fraser University**

**and**

**The United Brotherhood of Carpenters and  
Joiners of America, Local 1995**

**International Brotherhood of Electrical Workers, Local 213**

**International Union of Operating Engineers, Local 882**

**International Brotherhood of Painters and Allied Trades,  
Local 138**

**United Association of Journeymen and Apprentices of the  
Plumbing and Pipefitting Industry of the United States and  
Canada, Local 170**

**International Association of Machinists and Aerospace  
Workers, Lodge No. 692**

**Teamsters Local Union 213**

**Construction and Specialized Workers' Union, Local 1611**

**(Also Known as the Poly Party)**

**April 1, 2006  
to  
March 31, 2010**

## TABLE OF CONTENTS

|     |  |    |
|-----|--|----|
| 1.  | JURISDICTION AND RECOGNITION.....                        | 3  |
| 2.  | EXPIRATION OF AGREEMENT.....                             | 3  |
| 3.  | UNION SECURITY.....                                      | 3  |
| 4.  | DEDUCTION OF DUES.....                                   | 4  |
| 5.  | EMPLOYMENT EQUITY.....                                   | 4  |
| 6.  | SHOP STEWARDS AND OTHER REPRESENTATIVES.....             | 5  |
| 7.  | UNION NOTICES.....                                       | 5  |
| 8.  | CONFLICTING AGREEMENT.....                               | 6  |
| 9.  | GRIEVANCE PROCEDURE.....                                 | 6  |
| 10. | TECHNOLOGICAL OR PROCEDURAL CHANGES, ETC.....            | 9  |
| 11. | PAY DAY AND PAY STATEMENTS.....                          | 9  |
| 12. | ANNUAL VACATIONS.....                                    | 10 |
| 13. | GENERAL HOLIDAYS.....                                    | 11 |
| 14. | SENIORITY AND PROMOTIONS.....                            | 12 |
| 15. | EATING AND REST PERIODS.....                             | 14 |
| 16. | DAYS AND HOURS OF WORK, OVERTIME<br>& CALL-OUT TIME..... | 15 |
| 17. | SHIFT DIFFERENTIAL.....                                  | 17 |
| 18. | UNIFORMS.....  | 18 |
| 19. | LEAVES OF ABSENCE.....                                   | 18 |
| 20. | STUDENTS AND TRAINEES.....                               | 26 |

|     |                                   |    |
|-----|-----------------------------------|----|
| 21. | SEPARATION AND DISCHARGE .....    | 28 |
| 22. | LAYOFF .....                      | 29 |
| 23. | INSPECTION PRIVILEGES .....       | 29 |
| 24. | PICKET LINES .....                | 29 |
| 25. | BONDING .....                     | 30 |
| 26. | BENEFIT PLANS .....               | 30 |
| 27. | TEMPORARY EMPLOYEE BENEFITS ..... | 33 |
| 28. | ARTICLE HEADINGS .....            | 34 |
| 29. | MANAGEMENT.....                   | 34 |
| 30. | CONTRACTING OUT OF WORK .....     | 34 |
| 31. | WORKING RULES .....               | 35 |
| 32. | UNIVERSITY CLOSURE .....          | 35 |
| 33. | WAGE RATE.....                    | 35 |
| 34. | LIBRARY CARD.....                 | 35 |
| 35. | TUITION WAIVER .....              | 36 |
| 36. | GYM MEMBERSHIP .....              | 36 |
|     | LUMP SUM PAYMENT.....             | 37 |
|     | LUMP SUM FISCAL DIVIDEND .....    | 39 |
|     | APPENDIX A.....                   | 41 |
|     | APPENDIX B .....                  | 44 |
|     | APPENDIX C .....                  | 45 |
|     | APPENDIX D.....                   | 47 |
|     | APPENDIX E .....                  | 48 |
|     | APPENDIX F .....                  | 49 |
|     | APPENDIX G .....                  | 50 |
|     | APPENDIX H .....                  | 52 |

1. JURISDICTION AND RECOGNITION

- 1.1 The University recognizes the Unions, parties to this Agreement, as the sole bargaining agent for all employees of the University employed in the Janitorial, Maintenance and General Service Departments, except Office and Clerical Staff and those excluded by the Act.
- 1.2 It is further agreed that all persons hired by the University to perform work in these departments, except Office and Clerical Staff, and those excluded by the Act, shall be covered by the terms of Article 3 herein.
- 1.3 Any dispute which arises between the Unions listed above shall be settled among themselves, and, if necessary, a vote by a majority of them as to which Union has jurisdiction over certain work shall settle the matter. There shall be no stoppage of work while such question is being determined.

2. EXPIRATION OF AGREEMENT

This Agreement shall be in effect from April 1, **2006** to March 31, **2010** and from year to year, thereafter. Notice of Amendment shall be given in writing by either party to the other party at any time within four (4) months prior to the expiry date. In the event either party requests amendment in accordance with the foregoing, this Agreement shall continue in full force and effect until a new agreement is reached or legal strike or lockout actually occurs.

3. UNION SECURITY

- 3.1 All employees required by the University shall be hired from the appropriate Union.
- 3.2 When employees are required, only Union members having confirmation from the Union shall be hired.
- 3.3 When Union members are not available in B.C., the University may obtain employees elsewhere, it being understood that employees so hired shall meet Union and trade qualifications. Employees hired under this part shall have fourteen (14) days in which to make application for membership in the Union or be replaced by a Union member when available.
- 3.4 Should an employee at any time cease to be a member in good standing of the Union under whose jurisdiction he is employed, the University shall, upon notification from said Union, discharge him forthwith.

- 3.5 Each Union shall have the exclusive right to determine who is a member in good standing.
- 3.6 The Union reserves the right to render assistance to labour organizations. Refusal on the part of the Union members to work with non-union workmen, or workmen whose organization is not affiliated with the Building Trades Council, or refusal to handle hot goods as determined by the Council of Unions party to this Agreement, shall not be deemed a breach of this Agreement.

4. DEDUCTION OF DUES

- 4.1 All employees referred to above will be required to sign an authorization of check-off of Union dues, initiation fees and assessments which may be levied by the applicable Union in accordance with its Constitution and By-laws.
- 4.2 The University shall deduct and shall pay over to the Secretary of the Union, monthly dues, initiation fees and assessments, levied in accordance with the Union By-laws and owing by the employees to the Union. Monies deducted during any month shall be forwarded by the University to the Secretary-Treasurer of the Union not later than the tenth (10<sup>th</sup>) of the following month and shall be accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.
- 4.3 Temporary employees receiving the additional twenty (20) percent above their wage, in lieu of benefits shall have such monies sent to their respective union, if requested by the particular union, to be disbursed to the various funds on behalf of that employee. Unions making this request will provide written authorizations for such deductions from the temporary employees.

5. EMPLOYMENT EQUITY

The University and the Union are committed to furthering the progress of the University's employment equity program.

The purpose of the employment equity program is to achieve an equitable representation of the designated groups in the University's continuing work force - a representation which reflects their availability in the qualified labour force. The designated groups are: aboriginal people, persons with disabilities, visible minorities and women.

The parties will work together in efforts to increase the number of designated group members where they are underrepresented in the Union group and to create a hospitable work environment for the designated groups.

The employment equity program will not abrogate collective agreement provisions between the University and the Union.

The Union will provide a representative to the University's Employment Equity Advisory Committee.

6. SHOP STEWARDS AND OTHER REPRESENTATIVES

6.1 There shall be a Shop Steward appointed in each unit, if the Union so wishes, to see that the members of the Union within that unit and the University live up to the provisions of this Agreement and to report any infraction of such provisions and rules to the appropriate Supervisor who shall promptly deal with same. Such a Shop Steward shall be appointed by the Union and shall be an employee of the unit.

There shall be no discrimination against the Shop Steward for Union activities. Shop Stewards shall be granted reasonable time during working hours to perform their duties, meetings and grievances.

6.2 The Shop Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Shop Steward shall report to the Union Officers any continued violation of this Agreement.

6.3 The Supervisor shall recognize the Shop Steward as a representative of the Union locally after the Union notifies the University of the appointment.

6.4 An employee shall have the right to the presence of a Union representative at any disciplinary or potential disciplinary meeting. The employee shall be given advance notice of the nature of such a meeting.

7. UNION NOTICES

7.1 The University agrees to provide space that is readily accessible for the Union notices of direct interest to the employees, and that there will be no interference by the University with said Notice Board.

7.2 The following items must be posted on said Notice Board: (1) A copy of this Agreement; (2) A valid seniority list to be revised every six (6) months; (3) Information concerning the University's Benefit Plans, Sick Leave Provision, and Pension Plan, with details as to when employees are eligible and who to see concerning coverage by the Benefit Plans

8. CONFLICTING AGREEMENT

- 8.1 The University agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada. Any such agreement will be null and void.
- 8.2 The University agrees that before effecting any new wage rates for categories covered by this Agreement, they shall first discuss same with the Union Bargaining Committee. The provisions of Article 9 of this Agreement shall be implemented where applicable.

9. GRIEVANCE PROCEDURE

- 9.1 Grievance: Any individual employee or group of employees shall have the right at any time to present a grievance to the University in accordance with the grievance procedure. Also, the University and the Union may avail themselves of the Grievance Procedure to settle any complaint, disagreement or difference of opinion which arises during the term of the Agreement. However, any such action shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

The time limits specified in this Section 9.1 may be extended by mutual agreement of the Union and the University.

Each grievance must be presented within fifteen (15) working days of the event giving rise to the grievance. A grievance presented after fifteen (15) working days shall not be considered and the aggrieved party shall have waived all right to a complaint. This provision shall not be used to deny an aggrieved party any rights under any statute of the Province of British Columbia. However, should an employee be unable to file a grievance due to an absence resulting from illness, accident, or other justifiable leave in accordance with this Agreement, the employee may do so on return to work. In such event, the time elapsed between the occurrence of the grievance and the commencement of the leave shall be considered as constituting part of the fifteen (15) working day period.

The steps of the Grievance Procedure shall be as follows:

**FIRST:** Employee-Supervisor - The employee, with or without the appropriate Shop Steward, shall discuss any grievance with the appropriate Supervisor. Conversely, if the Supervisor has a grievance, it may be taken up with the employee. Upon failure to resolve the matter within seven (7) working days, the grievance may be referred by the aggrieved party to the respective Department Head and to the Union having jurisdiction.

**SECOND:** Union-Department - To proceed to this step, the respective Department Head and the Union having jurisdiction shall be advised, in writing, by the aggrieved party within five (5) working days of completion of the first step of the intent to pursue the grievance. The Department Head and the Union Representative shall have ten (10) working days from the date of notification as provided, to attempt to resolve the dispute. The employee, shop steward and supervisor may be amongst those attending this step of the grievance procedure. Upon failure to resolve the matter within the time allotted, the grievance may be referred by the aggrieved party to the University's Human Resources Department and to the Union having jurisdiction.

**THIRD:** Union-University - To proceed to this step, the grievance shall be submitted in writing to the Union having jurisdiction and to the University's Human Resources Department within ten (10) working days of completion of the preceding step in the Grievance Procedure. Such submission shall set forth clearly the issues and contentions of the aggrieved party. This procedure shall in no way prevent the Union or University from initiating this step of the grievance procedure if, in its sole opinion, it is desirable to do so.

Any officer or officers of the Union involved, accompanied by the employee(s) if the employee(s) so wish, shall discuss the matter with the **Director of Employee Relations and Benefits** and the interested department of the University. The Union and the University shall resolve the grievance within fourteen (14) working days, and the solution shall be final and binding on all parties to the complaint.



If the parties cannot mutually agree on settlement of the grievance, an Arbitration Board shall be established. **Notwithstanding Article 9.2, the University and the Union may, by mutual agreement, choose a single arbitrator instead of a three person Arbitration Board. In the event that the University and the Union are unable to agree upon the selection of a single arbitrator, either party may make an application to the British Columbia Minister of Labour to appoint a single arbitrator.**

9.2 ARBITRATION: The Arbitration Board shall be made up of three (3) persons; one selected by the University, one by the Union and a third person who shall be the Chair. The second party appointing a member to the Arbitration Board shall do so within five (5) working days of notice by the party desiring arbitration.

The two appointees shall meet within ten (10) working days of such notice and select the Chair within five (5) working days. No person involved directly in the dispute under consideration shall be a member of the Arbitration Board. In the event the Union and the University members are unable to agree upon a third member for the Board, application may be made by either party to the British Columbia Provincial Minister of Labour to appoint a person to be Chair and third member.

The Arbitration Board shall convene within seven (7) working days after being constituted and shall receive and consider such material evidence and contentions as the parties may offer. The decision of the majority of the Arbitration Board shall be final and binding on all parties to the dispute, and shall be rendered within seven (7) working days following completion of the hearings.

In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement and shall not be vested with the power to change, modify or alter any of its terms.

The expenses of the Chair shall be born equally by the parties to the Arbitration.

9.3 If any employee is discharged and the Union alleges such employee has been wrongfully discharged, the matter shall be taken up through the Grievance Procedure. In the event that a decision is made to reinstate, the employee shall receive pay for time lost following dismissal and prior to reinstatement, in an amount sufficient to make up the difference between any monies

received by that employee for other employment and the employee's full pay, or such lesser amount as may be agreed to by the parties or awarded under this Grievance Procedure.

It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.

10. TECHNOLOGICAL OR PROCEDURAL CHANGES, ETC.

- 10.1 In the event the University proposes a major change in job content or the introduction of equipment in its operations within the area of employment covered by this Agreement, requiring specialized training, the University agrees to give first consideration to employees then on payroll through the job posting procedure of this Agreement. If any cost is involved in such specialized training, the employer will bear the cost. Further, if any dispute arises out of technological change, it will be settled by the Arbitration Procedure outlined elsewhere in the Agreement.
- 10.2 The University shall notify the Union not less than three (3) months in advance of intent to institute changes due to mechanization, technology or automation which would involve the discharge or laying off of employees.
- 10.3 The notice of layoff to an employee or the pay in lieu shall not be given before the three (3) months in 10.2 have elapsed.
- 10.4 Employees discharged or laid off because of changes due to mechanization, technology or automation shall be entitled to Severance Pay under the following formula: three (3) months' notice or pay in lieu of notice, plus one (1) week of pay for each year of service with the University to a maximum of twelve (12) weeks.

11. PAY DAY AND PAY STATEMENTS

- 11.1 All employees covered by this Agreement, shall be paid every second Friday. All monies shall be paid to each employee no later than the employee's quitting time on the regular pay date, or the employee's final shift in that pay period. All employees are encouraged to use direct bank deposit and all new employees will be paid by direct bank deposit.

- 11.2 The University shall provide every employee covered by this Agreement with **access to view and print an electronic version of his/her pay statement**. Such statements shall set forth the total hours worked, the total overtime hours worked, the rate of wages applicable and all deductions made from the gross amount of wages.

12. ANNUAL VACATIONS

- 12.1 Each employee shall be entitled to paid vacation on the basis of fifteen (15) working days per calendar year. If an employee joins the staff after the first working day of February, entitlement for that year will be calculated on the basis of one and one-quarter (1 1/4) working days for each full calendar month.

Determinations of increased vacation entitlement will include credit for all full time, temporary service preceding a transfer to continuous staff where there has been no break in service of greater than eight (8) months.

Vacation credit may be reduced on a pro rata basis in any year where there is: (1) unpaid leave in excess of two (2) months; (2) paid leave in excess of six (6) months. New employees shall take their vacation entitlement for the current year after completing their probationary period and, except as elsewhere stated, before the end of that year. It is understood that if they leave the University before the end of the year and before qualifying for the vacation time already taken, their final pay cheque will be adjusted accordingly.

A person joining the staff after September 1 will be permitted to take vacation for that year up to February 28 of the following year.

- 12.2 Upon the completion of five (5) years of service, an employee shall receive twenty (20) working days' vacation.
- 12.3 Upon the completion of ten (10) years of service, an employee shall receive twenty-five (25) working days' vacation.
- 12.4 Upon the completion of fourteen (14) years of service, an employee shall receive for each additional year of service an additional day of vacation to a maximum of five (5) additional days. The full additional five (5) days or six (6) weeks of vacation will be earned in the nineteenth (19<sup>th</sup>) year of service.
- 12.5 Annual vacations shall be taken during the year to which they apply unless banked in accordance with Article 12.7. A vacation schedule shall be posted by March 1 and all employees shall make

their choice in writing on the posted schedule by April 1. The vacation, once scheduled, can only be changed by mutual agreement. In the event of conflict of dates, such vacations shall be allocated to employees in order of seniority. Notwithstanding the above, an employee shall be entitled to at least two (2) weeks in July and August. Where operational requirements permit, such two (2) weeks of vacation may be consecutive.

- 12.6 In the case of separations, adjustments will be made in compliance with the requirements of this Agreement.
- 12.7 Employees shall be entitled to bank up to a maximum of two-thirds (2/3) of their vacation, but must take the banked vacation in the following year. Such banked vacation will be paid at the rate the employee would normally have received had he/she worked the period in the year in which the banked vacation is taken. Employees may bank up to one hundred (100) percent of their vacation with the consent of their supervisor.

13. GENERAL HOLIDAYS

- 13.1 Each employee shall be entitled to the following General Holidays without deductions in pay:

|                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Easter Monday  | Remembrance Day  |
| Victoria Day   | Christmas Day    |
| Dominion Day   | Boxing Day       |
| B.C. Day       |                  |

and any other day declared or proclaimed by the Federal or Provincial Government, or University, as a holiday. When a General Holiday falls on a Saturday or Sunday, normally the following working day or days shall be observed. Shift Engineers and Equipment Assistants working regular shifts, will observe Christmas Day, Boxing Day, and New Year's Day on the calendar days on which they occur. The General Holiday pay provisions will apply to these days, and the legally proclaimed days will be paid at the regular rate of pay.

- 13.2 Employees required to work on a General Holiday shall be paid at the rate of double time in addition to their General Holiday pay.
- 13.3 When an employee's day off coincides with a declared General Holiday, the employee shall receive an additional day of pay in that pay period or another day off in lieu thereof.

- 13.4 Shift Engineers covered by this Agreement may accumulate the holidays to which they are entitled under this Article. Such accumulated time shall be taken as scheduled time off in consecutive days, in conjunction with regular days off, at such time as is agreed to by the University and the employee concerned.
- 13.5 Temporary employees required to cover a scheduled shift because of leave of absence, vacation or illness, and who are required to work a General Holiday, shall receive the rate of double time of the regular rate in addition to the General Holiday pay.

14. SENIORITY AND PROMOTIONS

- 14.1 A probationary period of sixty-six (66) working days on the payroll shall apply in the case of each new employee, during which time seniority shall not apply and an employee during that time may be laid off without reference to seniority and the University shall not be obligated to rehire such an employee.
- 14.2 Seniority shall be determined as of the date the employee commenced with the University on a continuing basis, or from the date of employment where an employee transfers to continuing status from full-time temporary status where there has been no break in service of greater than eight (8) months. A break in seniority or continuity of service shall result from any of the following:
- (1) Discharge for cause.
  - (2) Resignation or other separation of service by voluntary act of the employee.
  - (3) Failure to answer the University's notice of reemployment within five (5) days from the time the notice is forwarded by registered mail. The University shall make every reasonable effort to contact employees directly or by telephone as well.
  - (4) A layoff of more than twelve (12) months or illness or accident (where Long Term Disability benefits are not approved) or approved leave of absence greater than twelve (12) months. (For union or political leave see Article 19.11).
- In the case of illness or injury, if supported by a medical report, the period may be extended an additional six (6) months by mutual agreement between the University and the appropriate union.
- 14.3 All job openings or vacancies for continuous positions shall be posted on the employees' notice board for a minimum of five (5) working days so that all employees may have the opportunity to

see same and apply in writing, if interested. **The University will fill the posted position within thirty (30) calendar days of the posting closing. Where it is not possible to fill the posting within the time specified due to unforeseen circumstances, the Union will be informed and provided an explanation of the delay.** One (1) copy of each posting shall be sent to the Union concerned **at the time of posting.** The Union shall be given at least forty-eight (48) hours' notice between Monday, 8:00 a.m. and Friday, 5:00 p.m. to complete any regular dispatch.

In the transfer or promotion of employees, ability and qualifications shall be the primary considerations and, where these are equal, seniority will be the determining factor.

Employees who have accepted a promotion shall be on a trial period for one (1) month. If during the trial period the employee finds the new position unsatisfactory or is unable to meet the basic job requirements, he/she shall be returned to his/her former position. Where an employee in his/her trial period returns to his/her former position, the employee who filled the position in the absence of the employee on trial shall be returned to his/her original continuing position or laid off if he/she was a temporary employee and there is no other temporary employee with less seniority in a position which the displaced employee could perform.

- 14.4 Credited service for all Benefit Plan purposes shall be determined as of the date the employee commenced with the University on a continuous staff basis. Where a continuous staff employee terminates/is terminated, and is rehired within sixty-six (66) working days, the employee's original date of continuous employment shall apply.

When more than sixty-six (66) working days have elapsed, the date of the employee's re-employment as a continuous staff member shall apply.

- 14.5 In the case of a temporary employee (one hired with an anticipated termination date) who is transferred to continuous staff status with no interruption in service or with not more than sixty-six (66) days interruption in service, the period of temporary employment will serve to reduce the length of the probationary period as defined in Section 14.1 of this Article.

- 14.6 If a temporary employee works for more than eight (8) continuous months without a break in his/her appointment, then for twelve (12) months following the end of the temporary appointment the temporary employee shall be considered to have seniority based on the date of hire into the temporary assignment for the sole

purpose of recall in the event that another temporary position becomes available within the same department and union jurisdiction within the twelve (12) months. The right of recall applies only to temporary employees who have demonstrated that they have the qualifications and ability for their positions and who have not resigned prior to the end date for their positions. Once the right to recall to a temporary position has been earned by a temporary employee, the employee shall only lose this right if any of the following occurs:

- (1) he/she has a break between appointments which exceeds twelve (12) months duration;
- (2) he/she has not demonstrated that he/she has the qualifications and ability for his/her position;
- (3) he/she resigns prior to the end date for his/her appointment; or
- (4) he/she fails to answer the University's notice of re-employment within five (5) days from the time the notice is forwarded by registered mail or the time he/she is contacted by telephone, whichever occurs first.

Temporary employee recall rights do not apply to assignments which are two (2) weeks or less in duration.

Section 14.2 of this Article does not apply to temporary employees.

- 14.7 A temporary employee who has been employed for more than twelve (12) months of continuous service without a break in her/his appointment shall become a continuing employee except if she/he is replacing a continuing employee who is absent due to leave of absence covered under Article 19 (i.e. 19.1 through 19.11).

15. EATING AND REST PERIODS

- 15.1 No employee normally shall work longer than four (4) hours without at least one-half (1/2) hour off for the purpose of eating lunch. Employees eating lunch shall not be interrupted during such lunch period. The lunch room shall be of an adequate size.
- 15.2 All employees shall be entitled to two (2) fifteen (15) minute breaks in each shift, without loss of pay.
- 15.3 When the normal daily hours of work are extended in excess of a two (2) hour period due to overtime continuous with the normal shift, the University shall provide each employee at least one-half (1/2) hour as an unpaid meal period and a meal allowance. If overtime continues (or employees are called out) beyond this, a

one-half (1/2) hour paid meal break and a meal allowance will be provided every four (4) hours with fifteen (15) minute breaks every two (2) hours. The meal allowance will be twenty (20) dollars.

16. DAYS AND HOURS OF WORK, OVERTIME & CALL-OUT TIME.

- 16.1 The University and the Union agree that the standard work day shall consist of seven (7) hours, and the standard work week shall consist of thirty-five (35) hours in five (5) consecutive days, which shall be normally within the period of Monday to Friday.

The schedule of work days for specific jobs may be arranged with the Union where same is required, provided the variance still provides for five (5) consecutive days, thirty-five (35) hours per week. There shall be no split shifts for continuing staff. Gymnasium Staff and Engineers will work a schedule averaging not more than thirty-five (35) hours per week.

- 16.2 The normal day shift (unless arranged with a Union) shall be within the hours of 8:00 a.m. to 4:00 p.m.
- 16.3 Time worked beyond seven (7) hours per day by employees who are on the standard work week shall be considered overtime and shall be paid at double time. Time worked on the sixth or seventh day shall be at double time.
- 16.4 Employees may be advised before the end of their shift to report for work the following day at a different time and where there is more than twelve hours between the end of the shift and the beginning of the following shift; then call-out provisions do not apply. Employees called out to work after their regular shift\or on Saturday, Sunday or a General Holiday, shall be paid a minimum of four (4) hours' pay at the appropriate overtime rate. (See Appendix B.)

**If a call out exceeds four (4) hours, a one-half (1/2) hour paid meal break and a meal allowance will be provided and every four (4) hours thereafter. The meal allowance will be twenty (20) dollars.**

- 16.5 When Shift Engineers or Maintenance Mechanics are required to change shifts at the request of the University, they shall have at least twelve (12) hours between change of shifts and have at least forty-eight (48) hours' notice of such change.



- 16.6 Where employees are directed to work through their scheduled lunch breaks or are called away from their scheduled lunch breaks by their supervisor, such employees will have their full lunch breaks re-scheduled and will receive one-half (1/2) hour additional pay.
- 16.7 Employees hired for work on an emergency or temporary nature (other than in the Boiler Room) shall receive straight time for the first seven (7) hours. Then, the prevailing overtime rate for all additional hours, regardless of the time of commencement of work.
- The provisions of Article 17 shall also apply.
- 16.8 All regular employees will have the right of refusal for overtime before temporary help is called in, except where temporary employees have been working on a specific project involving the following trade areas: Electrician, Air Condition Mechanic, Plumber, Machinist, Maintenance Mechanic, Shift Engineer, Carpenter, and Painter.
- 16.9 Departments may establish voluntary "standby lists". Employees on the standby list must respond when requested to work overtime or be called out. For each day of accumulated standby time or part thereof, the employee will be paid one (1) hour's pay. Overtime shall be divided as equally as reasonably possible amongst all employees qualified to do the work. Refusal to work overtime shall be considered overtime worked for the purpose of determining equal distribution.
- 16.10 Employees who are called at home regarding work, but who do not need to actually report to the campus will be paid one hours pay at regular rates, for each such call. The call must be made by a representative of university management or someone authorized by the university to make such calls.
- 16.11 Employees who are called out to work on snow and ice removal on University Closure days and who work more than four hours will be paid one hours pay at regular rates, in addition to pay earned.
- 16.12 Employees who work more than eight (8) hours of overtime continuous with their regular full shift shall be entitled to report to work the following day one (1) hour after the normal starting time for each hour worked beyond the eight (8) overtime hours, with no loss in pay.

16.13 Employees may bank overtime subject to the following conditions:

- (1) The amount of time in the bank cannot exceed eighty (80) hours at any one time.
- (2) The total amount of time which can be banked over a fiscal year cannot exceed one hundred and sixty (160) hours.
- (3) The banked time may only be taken at times mutually agreed upon by the employee and the supervisor.
- (4) Banked time may be paid out at any time during the fiscal year upon the mutual agreement of the employee and the supervisor.
- (5) Time remaining in an employee's bank at the end of a fiscal year (i.e. March 31) shall be paid out except for any portion which has already been scheduled as time off during the next fiscal year in accordance with (3) above.

17. SHIFT DIFFERENTIAL

17.1 Shift Differential Boundaries shall be as follows:

Afternoon – 4:00 p.m. to 11:59:59 p.m.  
Night – 12:00 a.m. to 7:59:59 a.m.

17.2 Shift differential pay shall be as follows:

Afternoon – six (6) percent of the base rate per hour  
Night – eleven (11) percent of the base rate per hour

17.3 An employee will only receive shift differential when fifty (50) percent or more of the employee's shift is worked within the afternoon or night Shift Differential Boundaries. An employee who is entitled to a shift differential will be paid the same differential (i.e., either the afternoon differential or the night differential) for all hours in her/his shift based on the Shift Differential Boundaries within which the majority of the employee's shift is worked. Shift differentials will only be paid on straight time hours worked except as outlined in Article 17.4.

17.4 When fifty (50) percent or more of an overtime period worked by a Shift Engineer falls within the afternoon or night Shift Differential Boundaries, then the Shift Engineer will receive a shift differential for all overtime hours worked. A Shift Engineer

who is entitled to a shift differential for overtime hours will be paid the same differential (i.e., either the afternoon differential or the night differential) for all of the overtime hours based on the shift differential boundaries within which the majority of the overtime hours are worked. The shift differential for overtime hours will be calculated on the base rate for each hour worked.

18. UNIFORMS

18.1 Employees shall be issued **an SFU ID tag and an SFU uniform or** special wearing apparel appropriate to the work which shall be supplied and maintained by the University. **All** employees issued such **ID Tags and** apparel shall wear **them** during working hours and shall take reasonable care of **them**. Uniform servicing shall be performed by a company having a contract with a Union. Appropriate rain gear will be supplied to Postal Assistants and Foremen/Forewomen.

18.2 The University shall make available to all employees requiring same, rain gear for use in inclement weather.

18.3 The wearing apparel supplied to all employees shall meet or exceed the WCB standard appropriate for the work being performed.

If there is no WCB standard; then fifty (50) percent cotton will be a minimal standard.

19. LEAVES OF ABSENCE

19.1 Sick Leave for Non-Industrial Illness or Accident

(1) Sick Leave: Each employee will be granted six (6) sick days per year. There will be no carry over from year to year.

(2) Weekly Indemnity: Weekly indemnity benefits begin on the first day in case of non-occupational accident, or the third day in case of non-occupational illness. The sick leave benefits in (1) above, will be drawn against to offset the unpaid waiting period. Also see (5) Accumulated Sick Leave Bank, below. The W.I. benefit period may continue for a maximum of twenty six (26) weeks. The employee must apply for this benefit on the form provided by the carrier and must meet the eligibility and medical requirements of the carrier. See Article 26.1 for premium information and benefit description.

(3) When any employee suffers an injury or illness which requires an absence, the employee shall advise **the supervisor (or designate) who has been authorized by management to accept such calls**, by phone as soon as possible, preferably prior to actual commencement of work, or, if not, as soon as possible thereafter so adequate replacement may be made if necessary.

**An employee absent from work due to injury or illness is required to call in to his/her supervisor (or designate) each day he/she is absent, unless the employee has provided a medical certificate which specifies a longer period of absence.**

(4) A doctor's certificate shall be presented if requested by the University. Where the University requires an individual to undergo a medical examination as a condition of employment, or to confirm ability to carry out regular full-time continued employment; then such examination shall be at the University's expense and the employee shall be given a written copy of the results of such an examination.

(5) Accumulated Sick Leave Bank: The parties agree that the sick leave accumulation bank frozen at March 31, 1989, will be made available to employees to support any unpaid sick leave periods.

Further, for employees who had ten (10) or more years of service at April 1, 1989, fifty (50) percent of the sick leave credit remaining will be paid out upon retirement or upon separation of employment other than for cause as outlined in Article 21.2. Similarly, employees who had five (5) or more years of service at April 1, 1989, will continue to earn service credits until the required ten (10) years of service are met and will have the remaining sick leave paid out as above.

(6)

(i) Long Term Disability (LTD). Employees who have completed their probationary period and who are absent for periods exceeding twenty-six (26) weeks of medical leave shall be eligible to apply for LTD benefits. Where an LTD claim is established, the University will maintain the employee's current health and welfare benefits and will pay both the employee and employer premiums.

(ii) Retain former position: If prior to or at the time the employee is eligible to apply for LTD benefits, the medical prognosis is that the employee will be able to return to the employee's regular position; then the employee's regular position shall be retained.

When there is satisfactory medical support for the return of the employee to regular full time work, the University shall return the employee to the payroll at the employee's previous job and at the rate of pay currently applicable for a period of two (2) months to determine if the employee is capable of performing the job the employee held at the time of the injury or illness.

If after two (2) months it is proven to the satisfaction of the University that the employee is unable to perform the job held at the time of injury or illness, the University shall place the employee in a job which the employee can do, within the union jurisdiction, at the rate of pay applicable to that position, when such a position becomes available within the bargaining unit, or failing this, will endeavor to have the employee employed within the general scope of the University. If the University is unable to secure placement within twelve (12) months, the employee may be subject to termination.

Any employee hired to temporarily replace an employee under the terms described above, shall not accumulate seniority (except as provided in Article 14.6) and shall be subject to dismissal upon the return to work of the employee being replaced, unless another position is available for which the replacement employee is qualified. If another position is available, seniority will be counted after completion of the probationary period as outlined in Article 14.1. Employees hired to temporarily replace an employee may bid on other regular full time openings during this period of replacement.

(iii) Replaced in former position: If at anytime during the absence (whether during the initial twenty-six (26) weeks or at the time that the employee is eligible to apply for LTD benefits) the medical prognosis is that the employee will not likely be able to return to the employee's regular position, then the employee shall be permanently replaced in that position.

When there is satisfactory medical support for the return to work on a regular full time basis; the University shall place the employee in a job which the employee can do, within the union jurisdiction, at the rate of pay applicable to that position, when such a position becomes available within the bargaining unit, or failing this, will endeavor to have the employee employed within the general scope of the University. If the University is unable to secure placement within twelve (12) months, the employee may be subject to termination.

Employees terminated shall receive one (1) weeks pay at regular rate of pay for each year of employment to a maximum of twelve (12) weeks.

19.2 Industrial Illness or Accident

(1)

(i) An employee who is absent from work due to an industrial accident or illness which is covered by the wage loss provisions of the Worker's Compensation Act will receive his/her basic straight time pay for the period covered by the Workers' Compensation Board (WCB) wage loss compensation payments. The WCB wage loss compensation payments will be provided to the University.

When an employee is receiving pay from the University while on a WCB claim, the employee's portion of benefit premiums will continue to be deducted from pay.

(ii) When an employee has made appropriate application for WCB wage loss compensation and acceptance or denial of the claim is pending, the University will provide the employee with his/her basic straight time pay. If the claim for WCB wage loss compensation is denied, the employee will reimburse the University for all payments made by the University under this Article 19.2 (1).

When an employee's claim for WCB wage loss compensation is denied the employee may apply for the benefits outlined in Article 19.1. If the employee receives benefits under Article 19.1 and the WCB claim is subsequently accepted, the employee will reimburse the benefit provider for all amounts received.

(2) An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift, unless the consulting doctor or nurse states that the employee is fit for further work on that shift.

(3) An employee receiving benefits under the Workers' Compensation Act shall return to work when the WCB so signifies. The University shall return the employee to the payroll at the employee's previous job and at the rate of pay currently applicable for a period of one (1) month to determine if the employee is capable of performing the job held at the time of the injury or illness.

(4) If after one (1) month it is proven to the satisfaction of the University that the employee is unable to perform the job held at the time of injury or illness, the University shall place the employee in a job which the employee can do, at the rate of pay

applicable to that position, when such a position becomes available within the bargaining unit, or failing this, will endeavour to have the employee employed within the general scope of the University.

(5) Any employee hired to replace an employee on Workers' Compensation benefits shall not accumulate seniority (except as provided in Article 14.6), subject to the return of the employee on Workers' Compensation, and shall be subject to dismissal upon the return to work of the employee being replaced, unless another position is available for which the replacement employee is qualified. If another position is available seniority will be counted after completion of the probationary period as outlined in Article 14.1.

(6) The University reserves the right to require a Medical Certificate if deemed necessary. Where the University requires an individual to undergo a medical examination as a condition of employment, or to confirm ability to carry out regular full-time continued employment; then such examination shall be at the University's expense and the employee shall be given a written copy of the results of such an examination.

### 19.3 Maternity

(1) All continuing, female employees shall be eligible for Maternity Leave from work without pay up to eleven (11) weeks before and at least six (6) weeks following confinement, to a maximum of eighteen (18) consecutive weeks.

Any employee may utilize vacation credits to provide partial income continuance during Maternity Leave.

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee may take an additional five (5) weeks from work without pay. Such leave must begin immediately following the maternity leave, and must be accompanied by a medical practitioner's certificate or other evidence satisfactory to the employer.

(2) The University will assist female employees in applying for benefits under the Maternities Provisions of the Employment Insurance (E.I.) Act.

(3) Accrual of Seniority

Seniority will continue to accrue during Maternity Leave.

(4) Continuance of Employee Benefits

The University shall maintain its portion of benefit premiums for the duration of the Maternity Leave provided that the employee

prepays her portion of the premiums for those benefits which are cost shared. If the employee does not prepay her portion of the premiums for the cost shared benefits, her coverage under the cost shared benefit plans will terminate.

(5) Reimbursement Following Return to Work

Two (2) months after an employee's return to work from Maternity Leave the University shall reimburse in a lump sum the difference between the E.I. Maternity benefits received and the employee's normal salary for the duration of the E.I. Maternity benefit period.

19.4 Parental Leave

(1) All continuing employees shall be eligible for parental leave from work without pay on the birth or adoption of a child to a maximum of thirty-five (35) consecutive weeks. Parental leave will be extended up to an additional five (5) consecutive weeks, if the child is at least six (6) months of age at the time the child comes into the care and custody of the mother or father and it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

A continuing employee's combined entitlement to leave of absence without pay for maternity and parental leave will not exceed fifty-two (52) weeks.

(2) A continuing employee wishing to take parental leave must provide the immediate supervisor with a written request for a specific term of leave at least four (4) weeks in advance of the leave commencement date. In the case of a natural mother, the parental leave must be taken immediately following the end of the maternity leave taken under 19.3 above. In the case of a natural father, the parental leave must be taken within the fifty-two (52) week period after the birth of the child. In the case of an adopting mother or father, the leave must be taken within the fifty-two (52) week period following the date the child comes into the actual care and custody of the mother or father.

(3) The University shall maintain its portion of benefit premiums for the duration of the Parental Leave provided that the employee prepays her/his portion of the premiums for those benefits which are cost shared. If the employee does not prepay her/his portion of the premiums for the cost shared benefits, her/his coverage under the cost shared benefit plans will terminate.



19.5 Union Leave

- (1) The University shall allow time off work, without pay unless otherwise agreed to, for any employee who is serving on a Union committee for purposes of discussions with the University or serving as a Union delegate to any Union convention, **or for the purposes of performing a short term function on behalf of the Union** provided all requests for time off are reasonable, **are made in a timely manner**, and do not interfere with the proper operation of the University.
- (2) Employees acting within the scope of the above paragraph shall not lose their jobs or be discriminated against for so acting.
- (3) Shop stewards in attendance at negotiations shall suffer no loss of pay.

19.6 Compassionate Leave

- (1) In the case of death in the family, the employee affected shall be granted compassionate leave with pay for three (3) working days, plus (at the discretion of the University) up to two (2) additional days where extensive travel is involved.
- (2) Employees shall be granted compassionate leave with pay for one-half (1/2) a working day to attend a funeral of a close friend or co-worker.

19.7 Jury Duty

- (1) Employees who are required by subpoena to serve as jurors or witnesses in any Court shall be granted leave of absence for this purpose, and provided that the employees concerned deposit with the University any pay received, other than expenses, they shall receive regular full pay for regularly scheduled hours within the period of the leave.
- (2) Employees eligible:
  - (i) Continuous employees;
  - (ii) Temporary employees who have completed sixty-six (66) continuous working days.

19.8 Family Leave

- (1) An employee is entitled to up to five (5) days of unpaid leave per year to meet responsibilities related to the care, health, or education of a child in the employee's care or for the care or health of any other member of the employee's immediate family.

19.9 Personal Leave

(1) If an employee desires a leave of absence for reasons other than those referred to above, the employee must obtain permission in writing for the same from the University. Personal leaves of absence must be applied for in writing at least seventy-two (72) hours prior to being required. Requests for leaves in excess of twenty (20) working days must be submitted in writing, and where practical at least twenty (20) working days in advance.

19.10 Approved Training Courses

Where the University determines it is of mutual benefit to the employee and the University for an employee to take a course to improve or upgrade skills in the trade, permission for such a course will be granted. **While recognizing the need on occasion to provide training on a selective basis, such courses will generally be offered to employees in the appropriate union on the basis of seniority.** If the course is during the employee's normal working hours, a leave of absence with pay will be granted. On successful completion of such a course, the employee shall be reimbursed for tuition fees, cost of materials and course manuals, etc., and any other reasonable expenses.

19.11 General.

(1) In any instance where an employee accepts other employment without the consent of the University when on leave of absence for any reason, employment may be terminated subject to proper proof of same.

(2) All leaves of absence referred to in this Article shall be without pay except where wage continuation is specifically provided.

(3) Employees on unpaid leaves of absences of greater than one (1) month will be required to prepay both employer and employee contributions to benefit plans. If these arrangements are not made the benefit plans will lapse and the employee will be required to reapply when they return to work.

(4) Employees returning from a leave of absence under Articles 19.1 or 19.2, of greater than twenty (20) working days, shall provide their Department with at least five (5) working days notice of their expected return to work date. The notice period will be shortened in cases where an employee has been certified fit to return to their previous position by a licensed physician. In such cases employees shall notify the University of the date of

their return to work, immediately upon notification by their physician that they are fit to return to their previous position.

- 19.12 Employees who take a leave of absence for political or Union office shall have their seniority maintained and they may continue their Benefit Plans by paying both employer and employee premiums.

20. STUDENTS AND TRAINEES

20.1 Student Hiring

The University shall be allowed to use students for temporary work in the area of jurisdiction covered by the Teamsters Union on the following conditions:

(1) The use of students shall not interfere with or jeopardize the employment of any member or prospective members of the Teamsters Union.

(2) The University shall choose an appropriate number of students who are available for such temporary employment, who shall join the Teamsters Union. Students will be employed in accordance with Article 20.2 or as may otherwise be agreed in a Letter of Agreement with the Teamsters Union.

(3) Students shall pay dues while they are on the status of standby, temporary workers.

(4) Such students shall be paid the rates and conditions as set out in this Agreement.

20.2 Trainee and Student Assistants

The following terms apply to trainee and student assistants in the Recreation Services and Athletics area:

(1) Trainee (Continuing Position)

Where the University is unable to obtain a qualified Equipment Assistant, the University is prepared to fill a vacancy for one of its regular and continuing positions with an acceptable trainee. Having served a probationary period (ref. 14.01) does not preclude an individual from also serving the trainee period.

(i) The trainee would serve for a period of three (3) months. At the end of that period, if in the opinion of the department the individual has clearly demonstrated that the individual can perform satisfactorily as an Equipment Assistant, then the individual will be taken on as a regular continuing employee. The trainee period would then be counted towards seniority and other service related benefits (ref. 12.1 and 14.2). The trainee period

will also serve as the probationary period (ref. 14.01) for new regular continuing employees.

Under exceptional circumstances, and where in the opinion of the department a further trainee period would be required to qualify the individual, then the trainee period may be extended by up to two (2) months. Such actions/decisions are grievable but the onus for proof of cause shall bear the lower standard applicable to probationary employees.

(ii) During the trainee period the individual will be paid as follows:

First two months - 75% of Equipment Assistant rate plus regular benefit package.

Thereafter - 85% of Equipment Assistant rate plus regular benefit package.

#### (2) Trainee (Temporary Part-time)

Approximately fifteen (15) hours of work per week will be made available and offered to an interested temporary part-time employee(s) who will serve in a trainee capacity.

(i) The conditions outlined above for the regular trainee will apply. All time periods specified will be prorated and will apply on an hourly basis (e.g. one (1) month equals 152 hours). However, completion of the full trainee period shall not change the temporary part-time employment status of the individual. The trainee period will only be served once.

(ii) The trainee rates of pay above shall apply and the same prorating of time (i.e. one (1) months equals 152 hours) shall apply. Temporary trainees shall receive twenty (20) percent in lieu of benefits.

(iii) In addition to the hours available under i) above, individuals who are serving as temporary part-time trainees shall be given first right of refusal to fill in for scheduled absences of regular Equipment Assistants such as vacation, leaves, etc. Where there are unscheduled temporary absences an attempt will be made to locate a temporary part-time trainee and if that is unsuccessful, then the work may be assigned to other qualified individuals.

(iv) When a regular full-time trainee position is established, the temporary part-time trainees will be given preference.

#### (3) Student Assistant

The position of student assistant will be created to assist the University in finding opportunities for student employment and

the department shall maintain a block of hours which will be filled by student assistants.

(i) Student assistants shall be paid at the rate of:

\$9.81 as of March 31, 1999

plus 20% in lieu of benefits.

\$10.24 as of April 1, 2001

plus 20% in lieu of benefits.

(ii) The principles of Article 20.1 above are reinforced by this Article 20.2. Student assistants may not be appointed to regular continuing Equipment Assistant positions. However, when the temporary part-time trainees are not available, qualified students may be used to fill in temporarily for Equipment Assistant positions.

21. SEPARATION AND DISCHARGE

21.1 (1) For continuing employees who provide at least two (2) weeks' voluntary separation notice, all wages, holiday pay and any other monies due will be paid within twenty-four (24) hours of the last day of work.

(2) For temporary employees who work the full period as established on the appointment form, the University will pay all wages due within twenty-four (24) hours of the last day of work. Where the employment has been extended, payment of wages for the period of the extension will be paid within sixty (60) hours of the last day of the extension.

21.2 (1) Any employee dismissed for cause, and whose case is not taken to grievance procedure, or is taken to Arbitration and lost, shall not be entitled to notice or pay in lieu of notice, or other benefits under this Agreement, except those required by law.

(2) Any discharged employee may, within seventy-two (72) hours of discharge, request the Human Resources Department of the University, in writing, to give the reasons for the discharge and such reasons shall be given to the individual in writing, within seventy-two (72) hours of the receipt of such request.

(3) Continuing employees who are discharged will be paid all wages, holiday pay and any other monies due at the time of their discharge.

22. LAYOFF

It is agreed that should layoffs be necessary within the trades party to this Agreement, the following will apply:

(1) The University will have the sole decision as to the trade within which any proposed layoff will occur.

(2) Within a trade where layoffs are to occur, seniority will be the sole deciding factor and the employee with the least seniority will be the first to be laid off except as agreed in (3) below.

(3) It is recognized that there are qualifications within a trade which may not permit movement within that trade, to apply the seniority provisions of (2) above; e.g. IBEW Local 213 has electricians and relampers and movement may not be possible. Where a layoff is being contemplated within a trade where this situation exists, the University will consult with the concerned Union before such layoffs are effected. If it is possible, the provisions of (2) above will be applied.

(4) The principle of "last laid off, first rehired" will be observed having due regard to the layoff procedures of this Article.

(5) The University shall give employees defined as continuous staff the equivalent of one (1) month's notice or one (1) month's pay in lieu of notice when such employee's services are no longer required. The University shall give employees defined as on temporary staff and who have been in the employ of the University for twenty (20) continuous working days, the equivalent of one (1) week's notice or one (1) week's pay in lieu of notice when such employees' services are no longer required.

23. INSPECTION PRIVILEGES

An authorized agent of the Union shall have access to the University's establishment, during working hours, for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided that there is no interruption of the working schedule.

24. PICKET LINES

No employees shall be required to cross a legal picket line. The Union agrees that, should a picket line appear as a result of a dispute on new construction at the University, they will endeavour to have the pickets placed in such manner so as not to impede the day-to-day operation of the University. The University agrees that to accommodate this policy, it will allow the establishment of picket lines on University property provided such lines are legally

established and maintained and are placed only after prior consultation with the University.

25. BONDING

25.1 If the University requires any employee to be bonded, then the University shall make arrangements with a recognized firm to bond the employee, and the University shall pay all costs attached thereto. If the University's bonding firm does not bond the employee, the employee shall have the right to obtain a bond from some other reputable and recognized bonding firm, provided the cost to the University is no greater than the cost would be if the bond were obtained by the University.

25.2 Any employee required to be bonded and unable to obtain a bond may be dismissed without notice.

26. BENEFIT PLANS

26.1 The University agrees to provide the following benefit plans for all continuous staff. Except as provided herein, the premium costs of the benefit plans will be totalled and will be borne fifty (50) percent by the University and fifty (50) percent by the employee. Employees' premium payments will be collected through payroll deduction.

The operation of these plans will be governed solely by the master agreement between the University and the plan carriers.

(1) Basic Hospital and Medical Benefits

The University shall pay seventy-five (75) percent of the Medical Services Plan.

(2) Extended Health Plan including

- Hearing Aids

Subject to \$1000 per person lifetime maximum.

- Vision Care

Subject to \$250 per person every two years with \$25 deductible and eighty (80) percent co-insurance.

The University shall pay one hundred (100) percent of the Extended Health Plan.

## (3) Weekly Indemnity

Weekly indemnity benefits begin on the first day in case of non-occupational accident, or the third day in case of non-occupational illness. The benefit period may continue for a maximum of twenty six (26) weeks. The benefit shall be equal to seventy (70) percent of the basic weekly wage rate rounded to the nearest five (5) dollars. The University shall pay one hundred (100) percent of the Weekly Indemnity Plan premiums.

## (4) Long Term Disability

Long Term Disability benefits of seventy (70) percent of basic salary to a maximum of thirty five hundred (3,500) dollars per month will be provided for employees (who have completed the probationary period) after a waiting period of twenty six (26) weeks. The University will pay one hundred (100) percent of the Long Term Disability plan premiums.

## (5) Basic Group Life Insurance

The amount of coverage shall be equal to two (2) times annual basic straight time earnings taken to the next highest multiple of \$1,000 if not already a multiple of \$1,000. The University will pay one hundred (100) percent of the Basic Group Life Insurance premiums.

## (6) Dental Care Plan

- Eighty-five (85) percent of plan "A" benefits (diagnostic, preventive, surgical, restorative, prosthetic repair, endodontic and periodontic services).

- Fifty (50) percent of plan "B" benefits (prosthetic appliances and crown and bridge procedures).

- Fifty (50) percent of plan "C" benefits (orthodontia) to a lifetime maximum of two thousand (\$2000) dollars per person.

- The dental plan will be available to employees not presently participating on the basis that an employee either pays back premiums or shows proof of dental hygiene.

## 26.2 Voluntary Plans (Employee pays the full premium cost)

-Additional Life insurance

-Home Owners insurance

## 26.3 Changes to the present benefit plans or the carriers, which are at the discretion of the employer, shall only be carried out when mutually agreed.



#### 26.4 Pension Plan and Retiree Benefits

(1) The provisions of the Simon Fraser University Pension Plan for Members of the Administrative/Union staff shall be applicable to all continuing full time employees. The Poly Party group shall have one representative (either an employee or a Business Agent) on the Administrative Board of the Pension Plan.

(2) The University shall reimburse fifty (50) percent of premiums for the Medical Service Plan for employees who retire after April 1, 1999. Application for reimbursement for a calendar year must be made in January of the immediately following year and must include proof of payment of the Medical Service Plan premiums. The reimbursement will be paid out to the retiree by the end of March in the year in which the application is made.

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

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

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

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

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

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

(5) Employees hired after March 31, 2003 shall be ineligible for retiree benefits.

Notwithstanding the above and Article 14.6, any temporary employee at SFU prior to March 31, 2003, who becomes a continuing employee after March 31, 2003, without a continuous break in employment of more than twelve (12) months, will become eligible for retiree benefits.

## 27. TEMPORARY EMPLOYEE BENEFITS

27.1 Temporary employees and other employees who are not considered as continuous staff, and who are hired by Simon Fraser University, shall be paid the going hourly rate for their classification as shown in Appendix A. In addition, such employees shall receive twenty (20) percent of their hourly rate in lieu of all fringe benefits except as outlined in 27.2.

27.2 A temporary employee who is replacing a continuing employee who is absent due to a leave of absence covered under Article 19 (i.e. 19.1 through 19.11) shall be eligible to receive thirty (30) percent in lieu of all benefits if he/she has worked for more than twelve (12) continuous months without a break in his/her appointment. If a temporary employee works for more than twelve (12) continuous months without a break in his/her appointment, then he/she shall retain the right to receive thirty (30) percent in lieu of all fringe benefits for future temporary

appointments provided that there is no break between his/her appointments which exceeds twelve (12) months duration. If there is a break between appointments which exceeds twelve (12) months duration, then the employee will be governed by Article 27.1 for future temporary appointments until he/she again works for more than twelve (12) continuous months without a break in his/her appointment.

28. ARTICLE HEADINGS

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

29. MANAGEMENT

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

30. CONTRACTING OUT OF WORK

The Unions agree that the University has the right to contract out work done by employees covered by this Agreement, as long as it does not cause a reduction in the continuous staff. In such cases:

(1) The University shall first let out the required work to contractors or companies acceptable to the Unions appropriate to the job classification, party to this Agreement.

(2) If the University cannot locate a contractor or company able to do the work who is acceptable to the applicable Union party to this Agreement, and appropriate for the work to be done, the University may let out work to a contractor or company acceptable to any other union party to this Agreement.

(3) If no contractor can be found that is acceptable to a Trade Union party to this Agreement, the University and the appropriate Union shall meet to determine a course of action that is mutually satisfactory to both. It is agreed between the parties that no provision of this Article will be used to circumvent the hiring of a contractor for essential University maintenance when the Unions party to this Agreement cannot provide the qualified employees required. It is further agreed that no provision of this Article will be used to circumvent any other article of this Agreement.

(4) The above shall apply upon the effective date of this Agreement for any future contracting out of work.

31. WORKING RULES

- 31.1 A foreman/forewoman shall be an employee from the bargaining unit appointed by the University who, in addition to performing regular duties, shall supervise employees involved in the Section. In the selection of a foreman/forewoman, ability and qualifications shall be the primary considerations and, where these are equal, seniority will be the determining factor.
- 31.2 No private vehicles shall be used during the performance of regular duties.

32. UNIVERSITY CLOSURE

Should the University, or an area of the University, be officially closed for a temporary period due to environmental conditions, utility disruptions, road conditions, acts of God or other reasons beyond the control of the employees covered by this Agreement, employees shall receive salary maintenance during the closure.

These closures shall not be considered a University holiday as in Article 13. Those employees required to remain on the job shall be given the equivalent time off with such time off to be taken within the current fiscal year. Should these employees be required to remain beyond their normal hours of work, the provisions of Article 16.3 shall apply.

33. WAGE RATE

- 33.1 The wage rates for continuous employees shall be those set out in Appendix A attached hereto.

Any job classification and wage rate that is not covered in the Appendix that may be instituted during the life of this Agreement, shall be subject to negotiations between the parties and, failing settlement, shall be subject to the Grievance Procedure.

All employees covered by this Agreement shall be paid for all authorized time spent in the service of the University. Rates of pay provided for by this Agreement shall be minimums.

- 33.2 Notwithstanding the other provisions of this Agreement, wherever the University alters or otherwise effects a material change in the job content of any classification, such alteration or change shall become a matter for negotiation, or, failing agreement, for arbitration under the terms provided elsewhere in this Agreement.

34. LIBRARY CARD

All continuing employees shall be provided, free of charge, a library card entitling the holder the use of facilities as enjoyed by

the rest of the University community. Upon retirement, an employee shall receive a renewable lifetime library card entitling him to all privileges as enjoyed by the rest of the University community.

35. TUITION WAIVER

35.1 Conditions and Arrangements for Employees

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

- (1) Application is made on FAD 9-10 available from the employee's department or Personnel.
- (2) Any necessary arrangements for time off the job have been made with the supervisor and approved in advance.
- (3) The supervisor certifies that all make-up time will be recovered.

35.2 Children and Spouses

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

- (1) Application must be made on FAD 9-10 available from the employee's department or Personnel.
- (2) The spouse and children of an eligible employee shall retain their eligibility for tuition waiver in the event of the employee's death or retirement.

35.3 Admission and Other Fees Not Affected

Admission to any academic course or program at Simon Fraser University shall not be affected in any way by the provisions in this Article 35. Further, this Article does not exempt employees, spouses or children from any other fees which students may be required to pay nor from any other requirements students are expected to fulfill.

36. GYM MEMBERSHIP

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

**Simon Fraser University (“University”)**

**And**

**The United Brotherhood of Carpenters and Joiners of America et al  
 (“Poly Party”)**

**LUMP SUM PAYMENT**

**A maximum lump sum payment of \$400,000 (total bargaining unit cost) for employees represented by the Poly Party, to be distributed as per a formula (1) and paid as soon as reasonably possible after ratification and approval of the new collective agreement expiring March 31, 2010, and subject to receiving the ratification and approval no later than March 31, 2006 and with no job action. The following formula shall apply:**

- 1. A maximum lump sum payment of \$3,700 per full-time equivalent (FTE) to employees.**
- 2. Lump sum payments shall be pro-rated based upon the number of regular hours worked between the period April 3, 2005 to March 31, 2006 and the total bargaining unit cost.**

**Calculation example:**

$$1820 \text{ hours worked} = 1820/1820 = 1.0 \times \$3,700 = \$3,700.00$$

$$1450 \text{ hours worked} = 1450/1820 = .8002 \times \$3,700 = \$2,960.74$$

$$913.5 \text{ hours worked} = 913.5/1820 = .5000 \times \$3,700 = \$1,850.00$$

- 3. The term “worked” means regular hours for which an employee is being paid including approved paid leave (i.e., vacation, sick leave, winter closure and general holidays) and would also include approved maternity and parental leave and for the purposes of this formula only, shall also include the October 17, 2005, “day of protest”.**

**Lump Sum Payment (cont'd)**

- 4. The formula calculation shall be based upon first deriving the value for continuing employee's lump sum payments from the total bargaining unit cost amount and then the residual value of the total bargaining unit cost amount shall be applied to derive the lump sum payment for temporary employees.**
- 5. Eligible employees shall be those who have worked between the period February 19, 2006 and March 31, 2006.**
- 6. No employee shall receive more than \$3,700 regardless of the number of appointments within the Poly Party bargaining unit or in another employee group(s) at SFU.**
- 7. The lump sum payments are subject to normal statutory deductions.**

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Simon Fraser University (“University”)**

**And**

**The United Brotherhood of Carpenters and Joiners of America et al  
 (“Poly Party”)**

**LUMP SUM FISCAL DIVIDEND 2010**

**THE PARTIES AGREE AS FOLLOWS:**

**Having agreed the term of the Collective Agreement to be from April 1, 2006 to March 31, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the “Fund”) generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province’s audited financial statements, for the fiscal year 2009-10.**

**1.0 Fiscal Dividend:**

- 1.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.**
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province’s audited financial statements as at March 31, 2010.**

**The Fund will be determined as follows:**

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.**
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.**



**Lump Sum Fiscal Dividend 2010 (cont'd)**

- iii. **The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e. 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.**
- iv. **Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.**

**1.3 The Fiscal Dividend Bonus will be paid to each eligible employee who is on the active payroll on March 30, 2010.**

**1.4 To facilitate the implementation of this Letter of Agreement (fiscal dividend) the parties will meet no later than six months after the publication of the audited public accounts for fiscal 2009-10, to review the formula for the dividend payment, and the resulting payments to be made.**

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## APPENDIX A

|                           | April 1, 2006 | April 1, 2007 | April 1, 2008 | April 1, 2009 |
|---------------------------|---------------|---------------|---------------|---------------|
| <b>CLASSIFICATION</b>     |               |               |               |               |
| Electrician               | 25.02         | 25.63         | 26.28         | 26.95         |
| Air Conditioning Mechanic | 25.02         | 25.63         | 26.28         | 26.95         |
| Plumber                   | 24.67         | 25.27         | 25.91         | 26.57         |
| Locksmith                 | 24.55         | 25.15         | 25.79         | 26.45         |
| Maintenance Mechanic      | 24.31         | 24.91         | 25.55         | 26.20         |
| Shift Engineer            | 24.31         | 24.91         | 25.55         | 26.20         |
| Machinist                 | 24.31         | 24.91         | 25.55         | 26.20         |
| Carpenter                 | 24.09         | 24.68         | 25.31         | 25.96         |
| Painter                   | 23.40         | 23.97         | 24.58         | 25.21         |
| Driver/Stores Assistant   | 20.35         | 20.85         | 21.38         | 21.93         |
| Relamper                  | 19.90         | 20.39         | 20.91         | 21.44         |
| Labourer                  | 19.32         | 19.79         | 20.29         | 20.81         |
| Equipment Assistant       | 19.10         | 19.57         | 20.07         | 20.58         |
| Postal Assistant          | 18.85         | 19.31         | 19.80         | 20.30         |
| Student Assistant (gym)   | 10.90         | 11.17         | 11.45         | 11.74         |

Continued on Next Page

## Appendix "A"(Cont'd)

- (1) An eight (8) percent per hour differential over the Machinist rate above for an employee classified as a Research Machinist.
- (2) A two (2) percent per hour differential over Painter rate above for actual hours employed in sign painting.
- (3) A sixty (60) cent per hour differential "Dirty Money" over base rate for above for time actually spent inside a boiler performing boiler cleaning and scaling work or the performance of such work outside the boiler proper. In addition, the sixty (60) cent per hour differential shall apply to work performed on the inside of the door and door seals of the boiler after the boiler has been opened. Such differential shall not be applicable to any other work in the area of a boiler which has been shut down for cleaning purposes. "Dirty Money" at the same rate will be paid for employees required to sandblast and for those required to change fibre glass filters in plenums. "Dirty Money" at the same rate will be paid for employees required to work on broken sanitary sewer lines or grease traps.
- (4) An eight (8) percent per hour differential over appropriate base rate for employees classified as Foreman/Forewoman.
- (5) A ten (10) percent per hour differential over Truck Driver rate for actual hours truck driver is employed in removing snow while driving large truck with attached snow plow.
- (6) If any monetary proposal submitted by the Union, if granted, may not be put into effect because of applicable legislation, Order in Council or Regulations dealing with any Wage and Price Stabilization by Provincial or Federal Government, then such proposals, or any part thereof, including any retroactive requirements thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement.

Appendix "A"(Cont'd)

- (7) If any employee works part of the time at a category which pays less than the employee's regular rate of pay, the employee will receive the higher rate of pay. Further, if an employee works part of the time at a category which pays more than the employee's regular rate of pay, the employee will receive the higher rate of pay, for actual time worked in the higher category.
- (8) A four (4) percent per hour differential over the appropriate base rate above for Temporary Lead Hands. A Temporary Lead Hand is an employee required to supervise other members of the same trade for special projects. Appointments shall be at the discretion of the University.
- (9) A four (4) percent per hour differential over Machinists rate above for actual hours employed in "Helium Arc" (inert gas) Welding or "Terminal Plasma" Welding.
- (10) **A two (2) percent per hour differential over the base rate for employees who have been authorized and have successfully completed the Water Distribution System Operator Level 1 certificate.**

**APPENDIX B**

| <u>CALL-OUT AND OVERTIME PAY</u><br>CONDITIONS<br>(Work week commences 12 am Monday to Midnight of following Sunday)    | <u>WORK SCHEDULE</u> |                  |              |              |     |     |     | <u>TOTAL HOURS</u> |             | <u>NOTES</u>  |
|---|----------------------|------------------|--------------|--------------|-----|-----|-----|--------------------|-------------|---|
|   | Day 1                | 2                | 3            | 4            | 5   | 6   | 7   | <u>Worked</u>      | <u>Paid</u> |   |
| 1) Modified Work Schedule (Showing week one of 9 day fortnight)   | 8:00<br>4:20         | 8:00<br>4:20     | 8:00<br>4:20 | 8:00<br>4:20 | MDO | off | off | 31:20              | 31:08       | 1 Modified Day=7:50 hrs. worked/7:47hrs.Paid.<br>4 Modified Days=31:20hrs worked/31:08hrs.Paid.<br>5 Modified Days=39:10hrs.worked/38:55hrs.Paid<br>(See Footnote #1) |
| 2) Advised Monday <u>Before</u> 4:20 pm to report at 6 am<br>Tuesday (Exceeds 12 hours Notice; acts like shift change)  | 8:00<br>4:20         | 6:00<br>4:20     | 8:00<br>4:20 | 8:00<br>4:20 | MDO | off | off | 33:20              | 35:08       | 2 hours from 2:20 to 4:20 pm<br>Overtime at Double time   |
| 3) Advised Monday a) <u>Before</u> 4:20 pm to report at 3:00 a.m. Tuesday (Less than 12 hours notice; becomes Call-out) | 8:00<br>4:20         | 3:00<br>4:20     | 8:00<br>4:20 | 8:00<br>4:20 | MDO | off | off | 36:20              | 41:08       | 5 hours from 3:00 to 8:00 a.m. Call-out at Double-time (See Footnote #2)  |
| b)  | 8:00<br>4:20         | 3:00<br>11:00 am | 8:00<br>4:20 | 8:00<br>4:20 | MDO | off | off | 31:30              | 36:21       | 5 hours from 3:00 to 8:00 am.<br>(Call out at Double Time)<br>(3 hours from 8:00 am to 11:00 am – part of Regular Shift 3 hours Straight-time)<br>(See Footnote #2)   |
| c)  | 8:00<br>4:20         | 3:00<br>8:00     | 8:00<br>4:20 | 8:00<br>4:20 | MDO | off | off | 28:30              | 33:21       | 5 hours from 3:00 to 8:00 am.<br>Call out at Double-time (See Footnote #2)  |
| 4) Advised Monday <u>Before</u> 4:20 p.m. to Return to work at 10:00 p.m.<br>Not continuous; becomes Call-out)          | 8:00<br>4:20         | 8:00<br>4:20     | 8:00<br>4:20 | 8:00<br>4:20 | MDO | off | off | 33:20              | 39:08       | 2 hours from 10:00 to 12:00 a.m.<br>Call-out at Double-time for Work at 10:00 p.m.<br>minimum 4 hours (See Footnote #3)   |
| 5) Advised Monday a) at 6:00 pm. to Return to Work Emergency  | 8:00<br>4:20         | 8:00<br>4:20     | 8:00<br>4:20 | 8:00<br>4:20 | MDO | off | off | 33:20              | 39:08       | 2 hours from 7:00 to 9:00 pm.<br>Call-out at Double-time for minimum 4 hours.<br>(See Footnote #3)  |
| b)  | 8:00<br>4:20         | 8:00<br>4:20     | 8:00<br>4:20 | 8:00<br>4:20 | MDO | off | off | 35:20              | 39:08       | 4 hours from 8:00 to 12:00 am.<br>Call-out at Double-time<br>(See Footnote #4)  |
| 6) Advised Monday at 8:00 p.m. to Report to work at 6:00 am. Tuesday  | 8:00<br>4:20         | 6:00<br>4:20     | 8:00<br>4:20 | 8:00<br>4:20 | MDO | off | off | 33:20              | 39:08       | 2 hours from 6:00 to 8:00 a.m.<br>Call-out at Double-time for minimum 4 hours.<br>(See Footnote #3)   |

Footnotes: 1. Difference between time Worked and time Paid provides for general holiday make up time.  
 2. Entitled to two 15 minutes paid breaks, one 1/2 hour paid meal break after 7:00 a.m. and Meal allowance.  
 3. Entitled to one 15 minute paid break.  
 4. Entitled to two 15 minute paid breaks, one 1/2 hour paid meal break after 12:00 am. and Meal allowance.  
 5. The total hours worked and paid do not reflect the regular or earned paid 15 min. breaks and the 1/2 hour paid meal breaks.

APPENDIX C  
LETTER OF AGREEMENT  
BETWEEN  
SIMON FRASER UNIVERSITY  
AND  
THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS  
OF AMERICA  
LOCAL 1251 ET AL  
(ALSO KNOWN AS THE POLY PARTY)

Modified Work Week

“The Union and the University agree to the following terms with respect to Modified Work Week Operation:

1. The form of the Modified Work Week shall be the ‘9 day fortnight’ - (9 days of 7 hours, 47 minutes each - totalling 70 hours in the biweekly pay period). However, effective April 1, 1989 the actual length of each day will be 7 hours 50 minutes, which will cover the make up time for all General Holidays.
2. Departments shall post schedules of days off and hours of work to be observed by employees except as provided for herein.
3. Flexibility with respect to the scheduling of days off shall be expected. Where staff shortages occur as a result of sick leave, vacation or other absences, employees who are contacted before the end of their regular shift to come in on their Modified Day off, shall be provided a day in lieu. Scheduling of the day in lieu is to be by mutual agreement.
4. Overtime and other applicable conditions shall not apply until after 7 hours, 50 minutes have been completed.
5. All benefits of the Agreement, example sick leave, vacation, etc., will be expressed as ‘hours’ rather than ‘days.’
6. It is expected that employees will schedule medical and dental appointments and other personal matters on their Modified Day off.

7. All make up time for general holidays will be recorded and must be cleared according to departmental provisions.

The Modified Work Week will operate in all departments except for the Shift Engineers.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Note: Originally came into effect June 27, 1978.  
Revised effective Sept .7, 2005.

APPENDIX D  
LETTER OF UNDERSTANDING  
BETWEEN  
SIMON FRASER UNIVERSITY  
AND

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS  
OF AMERICA  
LOCAL 1251 ET AL

(ALSO KNOWN AS THE POLY PARTY)

Without prejudice to either party's position with respect to Article 30 Contracting Out of Work, and the issue of "work done by", the parties agree as follows:

For the purpose of this agreement, "work done by" in Article 30 is defined as:

1. The operation, repair, service and minor replacement work performed by Poly Party members in existing facilities and/or buildings.
2. The renovation, modification, construction and major replacement in existing facilities and/or buildings with a contract value under one hundred and fifty thousand dollars (\$150,000).

The unions will provide lists of acceptable contractors to the University.

The parties agree to meet once a year (June or July) to discuss all upcoming projects and review the contracts for the last fiscal year. Other meetings will be held at the request of either party.

This Letter of Understanding is in effect for the duration of the current collective agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_.

FOR THE POLY PARTY

FOR THE UNIVERSITY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Note: Originally came into effect May 7, 1993.  
Current version came into effect September 19, 1996.



APPENDIX E  
LETTER OF AGREEMENT  
BETWEEN  
SIMON FRASER UNIVERSITY  
AND  
THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS  
OF AMERICA  
LOCAL 1251 ET AL  
(ALSO KNOWN AS THE POLY PARTY)

The parties agree to the following Modified day off provisions without prejudice to the conditions of the Letter of Agreement on Modified Work Week:

1. All new central stores employees will take two days off every four weeks eg. either a Monday/Tuesday or Thursday/Friday.
2. All existing continuing employees in the stores will not be required to change to the provisions outlined in 1. above.
3. All new or existing employees in other departments will not be required to change to the provisions outlined in 1. above.
4. Employees may voluntarily choose the modified day off provisions outlined in 1. above.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Note: Came into effect on May 15, 1989.

APPENDIX F

LETTER OF UNDERSTANDING

Between

SIMON FRASER UNIVERSITY

(the "University")

and

THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF

AMERICA et al

(the "Poly Party")

Fair Wage Provisions

Tenders for the renovation, modification, construction and major replacement in existing facilities and/or buildings with a contract value from one hundred and fifty thousand dollars (\$150,000) to two hundred and fifty thousand dollars (\$250,000) will include a requirement to apply the provisions of the Fair Wage Act which were in effect on September 4, 1996. The University will not be required to monitor contractors for compliance with the Fair Wage Act provisions.

This Appendix is not in effect for the term of the collective agreement. The Union and the University are free to address this matter in subsequent negotiations.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX G  
LETTER OF AGREEMENT  
BETWEEN  
SIMON FRASER UNIVERSITY  
AND  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS

SHIFT ENGINEERS' SALARY AVERAGING SCHEDULE

The following Shift Averaging Schedule provisions shall be continued for Shift Engineers.

Based on existing rotation of (5-4-5-3-5-3) which takes twenty-five weeks to repeat itself, the following conditions shall apply:

AVERAGE BIWEEKLY HOURS AND WAGES

The existing work schedule has each Shift Engineer completing 840 hours (excluding stats) in the complete 25 week period of the cycle. Using payroll tables, this totals some 1753.2 hours per year which when added to the statutory holidays gives 1830.2 hours annually. Therefore,

$$\begin{aligned} \text{Average biweekly hours are } & 70.15 \\ & (1830.2/26.0893 = 70.15) \end{aligned}$$

Producing a biweekly salary of 70.15 x Current Hourly Rate

Each Shift Engineer shall receive a fixed biweekly rate inclusive of all wages and statutory holidays except shift differential, overtime and overtime for statutory holidays actually worked. Such biweekly wages to be administered on an "exceptional" basis.

ADMINISTRATION OF OTHER BENEFITS

The Shift Engineers will enjoy the same annual benefit for vacation pay and sick leave entitlement as those on normal schedules.

VACATION HOURS

15 days/3 weeks (3 x 35) = 105 hours with pay  
20 days/4 weeks (4 x 35) = 140 hours with pay  
25 days/5 weeks (5 x 35) = 175 hours with pay  
etc.

Vacation entitlement will be used at the rate of 8 hours for each scheduled work day the employee is absent for vacation purposes.

SICK LEAVE

- Shift Engineers shall be granted annual sick leave hours as identified in Article 19.1(1) (i.e., the annual amount of sick leave days x 7 hours). Shift Engineers may also be eligible for banked sick leave in accordance with Article 19.1(5).

- Shift Engineers shall use sick leave entitlement on the basis of hours of eligible scheduled work missed in accordance with Article 19.1.

\_\_\_\_\_  
For the Operating Engineers

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Note: Originally came into effect August 18, 1980.  
Current version came into effect the afternoon of July 27, 2000,  
following ratification by the Poly Party membership and approval  
by the Employee Relations Committee of the Board of Governors.

APPENDIX H

Letter of Agreement

Between

Simon Fraser University

(the "University")

and

The United Brotherhood of Carpenters and Joiners of America, et al

(the 'Polyparty')

Re: Apprenticeship Program

The parties recognize the importance of providing work/training opportunities to apprentices. It is further recognized that while the University may not have the need or the appropriate work setting to take on an apprentice for the full term of their apprenticeship program, in certain circumstances, the University may be in the position to hire an apprentice for a limited period of time.

Where the University and the affected Union mutually agree to the hiring of an apprentice, for a specified period of time not to exceed a maximum of six (6) months, the following shall apply:

1. The apprentice will be hired with a specified end date, at which time unless the term of training is to be mutually extended, the apprentice's employment with the University will be terminated. The end date may be shorted upon five (5) working days notice by the University or the Union.
2. The apprentice will not acquire seniority for the term of his/her training, unless the apprentice obtains a continuing position as a journeyman with the University within one (1) year of the date of which employment with the University terminated.

3. The apprentice will be paid a wage rate based on a percentage of the appropriate trade rate specified in appendix A of the collective agreement and the level of experience at which the apprentice is hired, as noted below,

Wage rate as a percentage of journeyperson rate

| Period<br>(in months) | 0-6 | 7-12 | 13-18 | 19-24 | 25-30 | 31-36 | 37-42 | 43-48 | 49-54 | 56-60 |
|-----------------------|-----|------|-------|-------|-------|-------|-------|-------|-------|-------|
|                       | %   | %    | %     | %     | %     | %     | %     | %     | %     | %     |
| Five year             | 55  | 55   | 60    | 65    | 70    | 75    | 80    | 80    | 90    | 90    |
| Four Year             | 55  | 55   | 60    | 65    | 70    | 75    | 80    | 90    |       |       |
| Three Year            | 55  | 55   | 65    | 70    | 80    | 90    |       |       |       |       |
| Two year              | 55  | 60   | 75    | 90    |       |       |       |       |       |       |
| One Year              | 55  | 90   |       |       |       |       |       |       |       |       |

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its seal in the presence of its Officers duly authorized therefore, and the Party of the Second Part has hereunto affixed its signatures by its Officers duly authorized therefore.

DATED AT Burnaby, British Columbia, this      day of      2006.

PARTY OF THE FIRST PART:

---

Dr. Saida Rasul  
Chair of the Board, Board of Governors

---

Mr. Dario Nonis  
Director, Employee Relations and Benefits

PARTY OF THE SECOND PART:

---

Mr. Bill Duck  
for United Brotherhood of Carpenters and Joiners of America, Local 1995

---

Mr. Harry Van Beest  
for International Brotherhood of Electrical Workers, Local 213

---

Ms. Shirley Shiagetz  
for International Union of Operating Engineers, Local No. 882

---

Mr. Troy Halverson  
for International Brotherhood of Painters and Allied Trades, Local No. 138

---

Mr. Tom McKinley  
for United Association of Journeymen and Apprentices of the Plumbing  
and Pipefitting Industry of the United States and Canada, Local No. 170

---

Mr. Walter Gerlach  
for International Association of Machinists and Aerospace Workers, Lodge  
No. 692

---

Mr. Mike Levinson  
for Teamsters Local Union No. 213

---

Mr. Dean Homewood  
for Construction and Specialized Workers' Union Local 1611



**INDEX**

|  |        |
|--|--------|
| Access to the University's Establishment ..... | 29     |
| Agent of the Union .....                       | 29     |
| Annual Vacations.....                          | 10     |
| Apprenticeship Program .....                   | 52     |
| Arbitration .....                              | 8      |
| Article Headings .....                         | 34     |
| Benefit Plan Premiums                          |        |
| Payroll Deduction .....                        | 30     |
| Benefit Plans.....                             | 30     |
| Changes.....                                   | 31     |
| Credited Service for .....                     | 13     |
| Pension Plan and Retiree Benefits .....        | 32     |
| Temporary Employees .....                      | 33     |
| Voluntary .....                                | 31     |
| Bereavement Leave .....                        | 24     |
| Bonding .....                                  | 30     |
| Building Trades Council.....                   | 4      |
| Called at Home .....                           | 16     |
| Call-out .....                                 | 15     |
| Snow and Ice Removal .....                     | 16     |
| Check Off                                      |        |
| Authorization of.....                          | 4      |
| Closure of University, Temporary .....         | 35     |
| Clothing                                       |        |
| Protective .....                               | 18     |
| Coffee Breaks .....                            | 14     |
| Compassionate Leave .....                      | 24     |
| Conflicting Agreement .....                    | 6      |
| Continuing Status.....                         | 14     |
| Contracting Out of Work .....                  | 34, 47 |
| Contracts                                      |        |
| Individual .....                               | 6      |
| Day Shifts .....                               | 15     |
| Deduction of Dues .....                        | 4      |
| Deductions, Statement of.....                  | 10     |
| Dental Care Plan .....                         | 31     |

|                                      |        |
|--------------------------------------|--------|
| Discharge                            |        |
| For Cause .....                      | 28     |
| Reason For .....                     | 28     |
| Unable to Obtain Bond .....          | 30     |
| Dismissal .....                      | 28     |
| Dispute Resolution.....              | 6      |
| Eating and Rest Periods .....        | 14     |
| Emergency Work .....                 | 16     |
| Employment Equity .....              | 4      |
| Expiration of Agreement .....        | 3      |
| Family Leave .....                   | 24     |
| Foremen/Forewomen .....              | 35     |
| Funeral Leave .....                  | 24     |
| General Holidays .....               | 11     |
| Days Off.....                        | 11     |
| Definition .....                     | 11     |
| Shift Engineers.....                 | 11, 12 |
| Temporary Employees Working On ..... | 12     |
| Working On .....                     | 11     |
| Grievance                            |        |
| No Interruption of Work .....        | 9      |
| Time Limit for Raising .....         | 6      |
| Grievance Procedure.....             | 6      |
| Scope of .....                       | 6      |
| Steps.....                           | 7      |
| Group Life Insurance .....           | 31     |
| Gym Membership .....                 | 36     |
| Hearing Aids.....                    | 30     |
| Hiring                               |        |
| Non-Union Members .....              | 3      |
| Union Members .....                  | 3      |
| Hot Goods.....                       | 4      |
| Hours of Work .....                  | 15     |
| Illness/Injury                       |        |
| Non-Occupational .....               | 19     |
| Industrial Illness or Accident ..... | 21     |
| Initiation Fees .....                | 4      |
| Injury During Working Hours          |        |
| Compensation .....                   | 21     |
| Inspection Privileges.....           | 29     |
| Job Classification, New .....        | 35     |
| Job Content                          |        |
| Changes In .....                     | 35     |
| Classification of .....              | 35     |
| Job Priority .....                   | 3      |
| Jurisdiction and Recognition .....   | 3      |

|  |        |
|--|--------|
| Jury Duty .....                              | 24     |
| Layoff .....                                 | 29     |
| Consultation with Union .....                | 29     |
| Notice Period .....                          | 29     |
| Order of .....                               | 29     |
| Rehiring .....                               | 29     |
| Leave  |        |
| Compassionate .....                          | 24     |
| Family Leave .....                           | 24     |
| Jury Duty .....                              | 24     |
| Maternity .....                              | 22     |
| Personal .....                               | 25     |
| Training Courses .....                       | 25     |
| Union .....                                  | 24     |
| Working While On .....                       | 25     |
| Leaves of Absence .....                      | 18     |
| Legal Picket Line .....                      | 29     |
| Library Card .....                           | 35     |
| Long Term Disability .....                   | 19, 31 |
| Lump Sum Fiscal Dividend .....               | 39     |
| Lump Sum Payment .....                       | 37     |
| Lunch Break .....                            | 14     |
| Management Rights .....                      | 34     |
| Maternity Leave .....                        | 22     |
| Meal Breaks .....                            | 14     |
| Work During .....                            | 16     |
| Medical Benefits .....                       | 30     |
| Medical Certificate .....                    | 22     |
| Members in Good Standing .....               | 4      |
| Membership Requirements                      |        |
| New Employees .....                          | 3      |
| Modified Work Week .....                     | 45     |
| Benefits .....                               | 45     |
| Hours of Work .....                          | 45     |
| Medical and Dental Appointments .....        | 45     |
| Overtime .....                               | 45     |
| Work Schedules .....                         | 45     |
| Modified Work Week, Central Stores .....     | 48     |
| No Discrimination for Union Activities ..... | 5      |
| Non-Union Workmen                            |        |
| Refusal to Work With .....                   | 4      |
| Notice Board                                 |        |
| Union .....                                  | 5      |
| Notice of Layoff .....                       | 29     |
| Overtime                                     |        |
| Modified Work Week .....                     | 45     |

|  |    |
|--|----|
| Right of Refusal .....                       | 16 |
| Overtime Bank.....                           | 17 |
| Parental Leave .....                         | 23 |
| Pay Day.....                                 | 9  |
| Pay on Discharge .....                       | 28 |
| Pay Statement .....                          | 10 |
| Personal Leave.....                          | 25 |
| Picket Lines .....                           | 29 |
| Political Office                             |    |
| Seniority While on Leave for.....            | 26 |
| Private Vehicles, Use of.....                | 35 |
| Probationary Period .....                    | 12 |
| Temporary Employee.....                      | 13 |
| Procedural Changes .....                     | 9  |
| Rain Gear.....                               | 18 |
| Rates of Pay .....                           | 35 |
| Reinstatement of Employee.....               | 9  |
| Remittance of Dues.....                      | 4  |
| Rest Period.....                             | 14 |
| Seniority                                    |    |
| Break in.....                                | 12 |
| Seniority and Promotions.....                | 12 |
| Seniority List, Posting of .....             | 5  |
| Seniority, Temporary Employees .....         | 13 |
| Separation .....                             | 28 |
| Shift Change .....                           | 16 |
| Shift Differential.....                      | 17 |
| Shop Stewards and Other Representatives..... | 5  |
| Recognition.....                             | 5  |
| Sick Leave                                   |    |
| Accumulation of.....                         | 18 |
| Doctor's Certificate.....                    | 19 |
| Notifying University .....                   | 19 |
| Pay Out of .....                             | 19 |
| Pay Out on Retirement.....                   | 19 |
| Split Shifts for Continuing Staff .....      | 15 |
| Standby Lists .....                          | 16 |
| Student Assistant .....                      | 27 |
| Student Employees                            |    |
| Union Fees and Dues .....                    | 26 |
| Wage Rates .....                             | 26 |
| Students and Trainees.....                   | 26 |
| Technological Change .....                   | 9  |
| Discharge Due to.....                        | 9  |
| Grievance Regarding .....                    | 9  |
| Layoff Due to.....                           | 9  |

|                                    |    |
|------------------------------------|----|
| Notice of .....                    | 9  |
| Severance Pay .....                | 9  |
| Temporary Employee Benefits .....  | 33 |
| Temporary Employees                |    |
| Pay on Termination of .....        | 28 |
| Temporary Work .....               | 16 |
| Termination                        |    |
| Notice of .....                    | 28 |
| Pay on .....                       | 28 |
| Termination While on Leave .....   | 25 |
| Trainee .....                      | 26 |
| Training Courses .....             | 25 |
| Tuition Fee Reimbursement .....    | 25 |
| Tuition Waiver .....               | 36 |
| Uniforms .....                     | 18 |
| Union Assessments .....            | 4  |
| Union Committee                    |    |
| Leave Without Pay .....            | 24 |
| Union Convention                   |    |
| Leave Without Pay .....            | 24 |
| Union Dues .....                   | 4  |
| Union Leave .....                  | 24 |
| Union Notices .....                | 5  |
| Union Office                       |    |
| Seniority While on Leave for ..... | 26 |
| Union Recognition .....            | 3  |
| Union Representatives .....        | 5  |
| Union Security .....               | 3  |
| Unions                             |    |
| Assistance to Others .....         | 4  |
| University Closure .....           | 35 |
| Salary Maintenance .....           | 35 |
| Vacation                           |    |
| Adjustment on Termination .....    | 11 |
| Annual Entitlement .....           | 10 |
| Banking .....                      | 11 |
| Pro-Rating of .....                | 10 |
| Scheduling .....                   | 11 |
| Vacation Service Date .....        | 13 |
| Vision Care .....                  | 30 |
| Wage Rate .....                    | 35 |
| Wage Rates                         |    |
| Implementation of New .....        | 6  |
| Wearing Apparel .....              | 18 |
| Weekly Indemnity .....             | 31 |
| Witness in Court .....             | 24 |

|   |    |
|---|----|
| Work  |    |
| 6 <sup>th</sup> and 7 <sup>th</sup> Day ..... | 15 |
| Work Schedule.....                            | 15 |
| Work Week.....                                | 15 |
| Workers' Compensation                         |    |
| Injury During Working Hours.....              | 21 |
| Replacement Employees .....                   | 22 |
| Return to Work Following .....                | 22 |
| Wage Loss Compensation.....                   | 21 |
| Working Rules .....                           | 35 |
| Wrongful Dismissal and Reinstatement.....     | 8  |