

SOURCE	Union		
EFF.	95	04	27
TERM.	96	12	31
No. OF EMPLOYEES	120.		
NOMBRE D'EMPLOYÉS	120		

**Collective Agreement**  
**between**

**Simon Fraser Student  
Society and**

**and**

**Cupe Local 3338**

MUN - 6 1995

10115(01)

## Article 1 Introduction

### 1.01 Preamble

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

### 1.02 Statement of Principle

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

### 1.03 Employment Opportunity

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

### 1.04 Exclusions

For greater clarification it is understood that Coordinators are excluded from the bargaining unit.

## Article 2 Management Rights

### 2.01 Management Rights

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

### 2.02 Not Discriminatory

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

## Article 3 Recognition and Negotiation

### 3.01 Bargaining Unit

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

### 3.02 Work of the Bargaining Unit

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

### 3.03 Right of Fair Representation

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

**(b) Limitation:** The number of Stewards recognized by the Employer shall not exceed five **(5)** at any one time **and** the Union

shall notify the Employer in writing of the names of these Stewards.

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

### 3.04 Union Bug

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

### 3.05 Union Officers **and** Committee Members

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

## Article 4 Human Rights }

### 4.01 **No** Discrimination

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

### 4.02 Personal Rights

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

#### 4.03 Sexual Harassment / Personal Harassment

- (a) Sexual harassment shall be defined as any sexually oriented behaviour that an employee believes undermines his/her health, or which adversely affects the working environment or employment status or potential of an employee. It includes, but is not limited to:
- 1) sexual solicitation or advances of such a nature made by a person who knows or ought to know that such solicitation or advance is unwanted and unacceptable;
  - 2) implied or expressed promise of reward for complying with a sexually-oriented request;
  - 3) reprisal in the form of either actual reprisal, or the denial of opportunity, or implied or expressed threat of actual reprisal or denial of opportunity for a refusal to comply with a sexually-oriented request;
  - 4) sexually-oriented remarks or behaviour on the part of a person who knows or ought to know that such remarks or behaviour may create a negative psychological or emotional feelings.
- (b) Personal harassment is defined as aggressive, threatening or other behaviour which would be considered by a reasonable person to create an environment which embarrasses, unnecessarily agitates, injures an employee, or which creates an environment not conducive to work.
- (c) The Employer agrees to develop, jointly with the Union, a policy against sexual/personal harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of sexual/personal harassment in staff or management training sessions.
- (d) Cases of sexual/personal harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

- (e) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- (f) No information relating to the grievor's personal background, life style or mode of dress will be admissible **during** the grievance arbitration process.
- (g) The Employer recognizes the principle that it is the Employer's responsibility to maintain a discrimination/harassment free workplace.

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

## Article 5 Union Security ;

### 5.01 Membership Requirements

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

Employees who on the ratification date **of this** agreement, were not members of the Union on that date shall not be required to join the Union, but shall be required to **pay any dues, fees** or assessments to the Union.

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

(c) The Union shall not, without good and sufficient cause, refuse an employee applying for membership, not suspend and expel from membership any member without cause.

## Article 6 Checkoff of Union Dues

### 6.01 Authorization for Checkoff

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

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

### 6.02 Transmittal to **Union**

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

### 6.03 Year-End Statement ~~of~~ Members' Dues Deductions

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

## Article 7 Employer and Union Shall Acquaint Potential Employees

### 7.01 Potential Employees

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

## Article 8 Correspondence

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

## Article 9 Labour Management Committee

### 9.01 Establishment of Committee

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

### 9.02 Function of Committee

The Committee shall concern itself with the following:

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

### 9.03 Agenda of Meeting

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

### 9.04 Chairperson of the Meeting

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



### **9.05 Minutes of Meeting**

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

### **9.06 Jurisdiction of Committee**

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

### **9.07 Pay for Attending Meetings**

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

## **Article 10 Labour Management Bargaining Relations**

### **10.01 Representatives }**

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

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

### **10.02 Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the Union and two (2)

alternates. The Union will advise the Employer of the Union members of the Committee and the two (2) alternates.

### **10.03 Technical Information**

Within ten (10) days of a request by the Union, the Employer **shall** make available to the Union a copy of the audited financial statement and/or a copy of the annual approved budget.

## **Article 11 Resolution, Reports and Minutes**

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

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

## **Article 12 Adjustment of Complaints**

### **12.01 Definition**

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

### **12.02 Types of Grievance**

- (a) Individual Grievance: A grievance whether initiated by an individual employee or by the Union that is confined in scope to a particular employee.

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

### 12.03 Grievance Procedure

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

#### (a) Step 1: Written Grievance to Co-ordinator

An employee who has a grievance shall present the grievance in writing to the Co-ordinator within twenty (20) calendar days from the date on which the employee or the Union becomes aware of the alleged incident(s) which gave rise to the complaint. A meeting between the employee and the Co-ordinator shall occur and the Co-ordinator shall give a written answer to the employee within 20 calendar days of receipt of the grievance.

#### (b) Step 2: Meeting with Internal Relations Officer

If the grievance is not satisfactorily resolved in Step 1 above, the employee and his/her Steward or Union representative shall within seven (7) calendar days of receipt of the Co-ordinators response, submit the grievance in writing to the

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

(c) **Step 3: Arbitration**

In the event that no settlement of the grievance is reached in Step 3 above, then either Party may, within ten (10) calendar days of the Internal Relations Officer or his/her representative response advance the matter in writing to arbitration in accordance with Article 13.

**Article 13 Arbitration**

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

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

- (1) The arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the Parties and upon any employee or Employer affected by it.
- (2) Each of the Parties shall pay one-half (1/2) of the expenses of the arbitrator.
- (3) The arbitrator shall determine his/her own procedures, but shall give full opportunity to all Parties to present evidence and make representations.
- (4) The arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.

- (5) The Parties and the arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of the grievance.
- (6) The arbitrator shall have the power to modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.
- (7) The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.

13.03 If a grievance is not presented to the next higher level within the time limit stipulated without good and sufficient cause the grievance will be deemed to be withdrawn without prejudice. The time limits prescribed for the performance of any act in the grievance procedure may be extended by mutual consent and such extensions will not unreasonably be denied.

13.04 An employee shall be permitted the necessary time off to attend to the adjustment of a grievance and may be present at any stage in the grievance procedure if so requested by either party.

13.05 The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

## Article 14 Discipline/Discharge

### 14.01 For Just Cause

An employee may be disciplined but only for just cause. Prior to the imposition of a suspension or discharge, an employee shall be given the reason in the presence of his steward or Union representative. Such employee and the **Union** shall be advised promptly in writing by the Employer of the reason for such discipline or discharge.

## 14.02 Observation of Picket Lines

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

## 14.03 Right to Have a Steward Present

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

## 14.04 Interviews for the Purpose of Disciplinary Purposes

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

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## Article 15 Personnel Records

### 15.01 Access to Personnel File

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

## Article 16 Seniority

### 16.01 Definition

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

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

### 16.02 Seniority List

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

### 16.03 Probation for Newly Hired Employees

**Newly** hired employees shall be on probation for the first one hundred and **fifty** (150) hours of his/her employment. During the probationary **period**, the employee shall be entitled to all rights **and** benefits of this Agreement except as specifically set out in **this** agreement.

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

### 16.04 Loss of Seniority

**An** employee shall not lose their accumulated seniority if he/she is absent from work because of sickness, disability, accident or leave of absence approved by the Employer.

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

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

#### **16.05 Transfer and Seniority Outside Bargaining Unit**

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

### Article 17 Promotions and Staff Changes

#### **17.01 Job Postings**

When a new classification is created, or when a vacancy occurs, the Employer shall notify the Union in writing and post notice of **the** opening within the classification on the bulletin board for a minimum of seven **(7)** calendar days, **so** that employees will know about the vacancy or new position. Positions to **be** filled shall be advertised within one week of the vacancy if it is unlikely to be filled internally.

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



## **17.02 Information in Postings**

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

## **17.03 Preference of Hiring**

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

## **17.04 Role of Seniority in Job Postings**

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

## **17.05 Trial Period**

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

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

## **17.06 Notification to Employee and Union**

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

## **17.07 Consideration of Other Employees**

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

## **17.08 Duty to Accommodate and Employment Equity**

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

## **17.09 On-the-Job Training**

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

## **Article 18 Notice of Availability**

### **18.01 Applications**

Six (6) weeks prior to the start of each Semester, each returning employee will make application, indicating his/her desire to work the upcoming new semester.

## **18.02 Non Availability**

Four **(4)** weeks prior to the start of each Semester, each returning and perspective new employee will indicate the days and times they are not available for the upcoming Semester.

In conjunction with this, the Employer will, to the best of their knowledge, indicate time periods during the upcoming Semester when work schedules may be interrupted due to construction of the new Student Society Facilities

## **18.03 Posting for Additional Positions**

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

## **18.04 Posting of Schedule**

One **(1)** week prior to the start of each Semester, the Employer will post a schedule indicating work assignments for all Employees.

## **18.05 Time Periods Between Semesters**

A schedule will be created for the time period between the end of one Semester and the start of the next. In doing so, the Employer will continue employee scheduling in a manner that is in keeping with the current practice.

# **Article 19 Hours of Work**

## **19.01 Paid Rest Period**

An employee shall be permitted a rest period of fifteen **(15)** consecutive minutes for each shift of **up** to four **(4)** hours in duration.

**An** employee shall be permitted a rest period of thirty **(30)** consecutive minutes for each shift of greater than four **(4)** hours in duration.

It is understood that no such shift shall be greater than six (6) hours in length.

**19.02 Hours of Work**

An employee commencing work on his regular scheduled shift shall be paid for a minimum of four (4) hours pay unless mutually agreed between the employee and the coordinator or if a supplemented shift was posted and accepted as a shift of a lesser duration in time.

**19.03 Maximum Hours of Work that May be Requested**

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

Classification of Employee	Hours/week
Shift Boss	28 hours/week
Bar Tender	20 hours/week
Kitchen Captain	24 hours/week
Regular Staff	20 hours/week

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

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

**19.04 Scheduling of Hours**

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

The assignment, on a rotational basis, will be done by blocks of two (2) shifts/week requested.

The order of scheduling by classification will be as follows:

Shift Boss  
Kitchen Captain  
Bartender  
Regular Staff

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

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

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

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

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

### **19.05 Dropping Shifts**

The parties recognize that an employee may not be able to work a full compliment of hours **as** provided for above if their student schedule does not allow, however, except as set out in Article 25.05, all employees are required to be available for work from week one (**1**) through to week thirteen (13) of the semester.

- a) Employees, when dropping **shifts**, must give at least forty-eight (48) hours. The dropping of **a** Monday shift must be done so by no later than four o'clock on the previous Thursday.

- b) Where employees cannot provide forty eight (48) hours notice and where the employer cannot find a replacement the employee may be required to work the shift.

### **19.06 Switching/Trading of Shifts**

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

### **19.07 Maximum Total Hours**

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

### **19.08 Maximum Number of Semesters that an Employee May Work**

In accordance with Article 1.03, the maximum number of semesters that an employee may work is nine (9), as an undergraduate student and **six** (6) semesters as a graduate student. Employees will be required as necessary to provide appropriate evidence substantiating their student status.

## **Article 20 Overtime**

- 20.01 All time worked in excess of eleven (11) hours in a day will be paid **at two times (2X) the regular rate of pay**. All time worked **up** to and including eleven (11) hours in a day will be paid at straight time.

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

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

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

## Article 21 **Layoff**

### 21.01 **Layoff** Defined

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

### 21.02 **Layoff** Notice

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

### 21.03 **Layoff** Procedures

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

### 21.04 **Loss** of Seniority While on **Layoff**

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

## Article 22 **Paid Holidays**

### 22.01 **Holidays** to be Observed

The Employer recognizes the following public holidays:

New Year's Day  
Good Friday

Labour Day  
Thanksgiving Day

Victoria Day  
Canada Day  
B. C. Day

Remembrance Day  
Christmas Day

And any other day proclaimed by the dominion, provincial or municipal governments.

## **22.02 Work on a Paid Holiday**

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

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

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

## **22.03 Qualification for Paid Holiday**

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

## **Article 23 Vacation Pay**

### **23.01 Amount of Vacation Pay**

Employees shall be entitled to vacation pay of four percent (4%) of wages.

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

Vacation pay shall be paid on each pay cheque.



**Article 24    Illness**

**24.01   Proof of Illness**

The Employer may require a medical certificate from a licensed medical practitioner for any illness.

**Article 25    Leave of Absence**

**25.01   Negotiations Leave**

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

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

**25.02   Union Business Leave**

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed a leave of absence **without** pay.

**25.03   Bereavement Leave**

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

Immediate family is defined as: wife, husband, common-law spouse, brother, sister, child, mother, father, mother-in-law and father-in-law.

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

#### **25.04 Jury or Court Witness Duty**

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

#### **25.05 General Leaves**

An employee may request a leave of absence without pay. Such request shall be in writing and approved by the Employer.

#### **25.06 Maternity, Adoption and Parental Leave**

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

### **Article 26 Payment of Wages and Allowances**

#### **26.01 Pay Days**

The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement. Each employee shall be provided with a statement of earnings and deductions.

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

#### **26.02 Equal Pay for Work of Equal Value**

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

### **Article 27 Job Classification and Reclassification**

#### **27.01 Job Description**

The Employer, during the life of this agreement, agrees to draw up job descriptions for all positions for which the Union is bargaining

agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) calendar days. If such objection cannot be resolved, then the issue may be subject to the grievance and arbitration procedure contained in this agreement.

#### **27.02 Changes in Classification**

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

### **Article 29 Health and Safety**

#### **29.01 Workers' Compensation Board Standards**

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

#### **29.02 Union - Employer Health and Safety Committee**

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

#### **29.05 Time off for Health and Safety Training**

Union members of the Health and Safety Committee shall be entitled to time off from work without pay and without loss of

seniority to attend educational courses and seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters.

#### **29.06 Health and Safety Committee Pay Provisions**

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

#### **29.07 Disclosure of Information**

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

#### **29.08 Right to Refuse Unsafe Work**

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

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

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

#### **29.09 Injury Pay Provisions**

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

## 29.10 Transportation of Accident Victims

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

## 29.11 Health and Safety Grievance

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

## Article 30 Technological

### 30.01 Technological **Change**

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

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## Article 31 Contracting Out

### 31.01 Restriction on Contracting Out

The Employer will not contract out **any** work regularly performed by an employee where **such** contracting out directly results in an employee **being** laid off.

## Article 33 General Conditions

### 33.01 Proper Accommodation

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

### **33.02** Bulletin Board

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

### **33.03** Maintenance of **Work** Clothing or Uniforms

It shall be the responsibility of the Employer to clean, launder, and maintain all clothing issued.

## Article 34 Savings Clause

### **34.01** Continuation **of** Acquired Rights

All provision of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this **agreement**, the entire agreement shall not be invalidated. In such **an** event the portion of this agreement effected shall be re-opened for negotiations. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration.

## Article 35 General

### **35.01** Plural **or** Feminine Terms May Apply

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

Article 36 Term of Agreement

36.01 Duration

This Agreement shall be binding and remain in effect from date of ratification to December 31st, 1996 and shall continue from year to year thereafter unless amended by the parties.

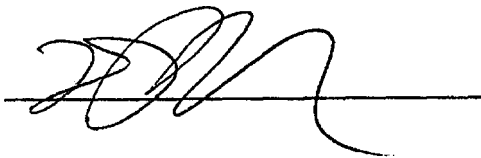
36.02 Notice of Changes

Either party desiring to propose changes to this Agreement shall, within the one hundred and twenty (120) days prior to the termination date, give notice in **writing** to the other party of the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party, is required to enter into negotiations **for** a new agreement. If neither party gives such notice the Collective Agreement shall be deemed open for negotiation on October 1st, 1996.

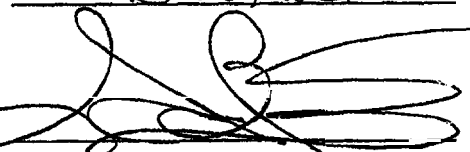
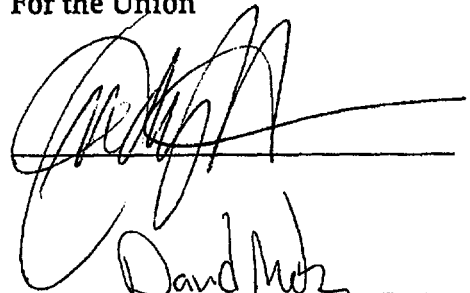
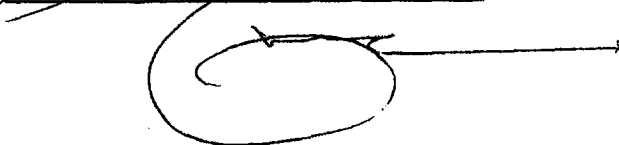
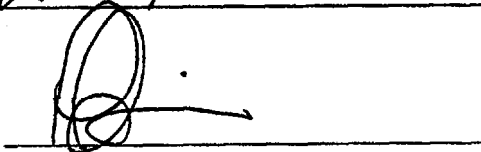
IN WITNESS WHEREOF the Parties hereto have executed this Agreement by affixing their signatures hereto this 27 day of Apr. 1, 1995.

For the Employer

For the Union



Lee-Ann Clarke



# Appendix A

## Wage Rates

<u>Classification</u>	<u>Hourly Wage Rate</u>
Shift Boss	14.51
During Trial Period (90%)	13.05
During Probationary Period (80%)	11.60
Bar Tender	12.53
During Trial Period (90%)	11.25
During Probationary Period (80%)	10.00
Kitchen Captain	13.78
During Trial Period (90%)	12.40
During Probationary Period (80%)	11.00
Regular Staff	12.53
During Trial Period (90%)	11.25
During Probationary Period (80%)	10.00

- Note:
- a) During the Trial Period the Employee will receive the above applicable Trial Period Rate or his/her old rate whichever is greater.
  - b) **The** above Trial Period and Probationary Rates will take effect for new employees hired during and after **the** Summer semester of 1995.