

ARTICLE 1 - DURATION & INTEGRITY

1.01 Duration of Collective Agreement

- (a) This Agreement shall be for the period from and including **September 1st, 2006 to and including August 31st, 2010** and from year to year thereafter, subject to the right of either party to the Agreement within four (4) months immediately preceding the date of the expiry of this Agreement, by written notice, to require the other party to the Agreement to commence collective bargaining. Should either party give written notice aforesaid this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:
- (i) the Union goes on strike or
 - (ii) the Employer shall lock out its employees, or
 - (iii) the parties shall conclude a renewal or revision of this Agreement to enter into a new Collective Agreement,
- (b) During the continuation period provided in (a) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (c) Notice to commence collective bargaining must be in written form and must either be delivered by registered mail, or personally delivered. In the event that such notice is personally delivered, a delivery receipt must be obtained.

1.02 Section 50 (2) Excluded

It is mutually agreed that the operation of Sub-section 2 of Section 50 of the Labour Relations Code of British Columbia is specifically excluded from this Agreement.

1.03 Purpose

- (b) The purpose of the Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 12 of this Agreement, to prevent strikes, lockouts, waste, unnecessary expense, and avoidable delays in carrying out the most efficient and effective means of operations of the Employer's business and to enhance living standards and working conditions of the employees, and improve the effectiveness and efficiency of the services provided by the Employer to its clientele and its Client.

ARTICLE 2 - RECOGNITION

2.01 Recognition of Exclusive Bargaining Agent

(a) The Employer recognises the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the Certification issued by the Labour Relations Board of British Columbia, subject to the exclusions subsequently ordered by the Labour Relations Board or recognised by the parties. The Employer agrees not to bargain with any other labour organisation for such employees specified in this Agreement during the term of this Agreement.

(b) For the purpose of this Agreement, the terms “employee” or “employees” shall be understood to mean those persons employed by the Employer for whom the Union is the recognised bargaining agent in (a) above.

2.02 Work Interruption Prohibited

The Union agrees that during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work or to continue to work. The Employer agrees that during the term of this Agreement there will be no lockout.

2.03 Recognition of Legal Picket Line

The refusal by an employee to cross a legal picket line shall not be a breach of this Agreement or constitute just cause for dismissal of an employee.

2.04 Union Investigation

It is recognised that the President of the Union or his/her authorized representative shall have the right, at reasonable times, to interview employees in respect to union affairs or in respect to the investigation or processing of any grievance. However, the Union recognizes that the action of the Business Agent or his/her authorized representative shall not cause any disturbance or interruption of the services rendered by employees. When visiting the premises of the Employer for Union affairs, the President or his/her authorized representative shall first report his/her presence to the Manager of the Employer's operations, or in the absence of the Manager to the person in charge, on the occasion of each visit.

2.05 Labour Friendly Services

The Employer undertakes wherever possible to use products and other materials necessary for the proper function of its business which are manufactured to be produced or provided under fair labour conditions.

2.06 **Union Dress Lapel Pin**

The parties agree that all union employees are entitled to wear while on duty a union dress lapel pin as reviewed by the parties during the 2000 negotiations, provided that the manner in which the lapel pin is worn shall not detract from the style of the uniform or costume normally worn by the employee.

ARTICLE 3 – UNION SECURITY

3.01 **Membership**

(a) All present employees must maintain membership in the Union as a condition of continued employment.

(b) In the event of suspension, expulsion for cause or resignation from the Union of any employee covered by this Agreement, upon notice in writing by registered mail from the Union giving the reason to that effect, the Employer will immediately discontinue the employment of such employee, allowing three (3) working days to comply.

3.02 **New Employees**

All new employees shall, before or on their date of hire, sign all union membership forms. Employees must maintain union membership in good standing as a condition of continued employment.

3.03 **Check-Off**

All employees, when hired, shall be required to sign a form, which authorizes the deduction of union dues, assessments and arrears on a monthly basis and the deduction of initiation fees, wherever applicable for new employees.

3.04 **Check-Off Procedures**

It is understood that the Union shall be responsible to supply the Employer with all documents which are required to be signed by employees in respect to the deduction of Union dues or application for Union membership.

3.05 **Check-Off Process**

The Employer agrees to deduct the initiation fee, Union dues, assessments and arrears upon receipt of an authorization signed by an employee. Such authorization is to be signed and completed on commencement of employment. The monies so deducted are to be forwarded to the Secretary of the Union together with a list of employees to whom the monies are to be credited, on or before the tenth day of the month following the month in which the monies are deducted.

All violations of the above Clause 3.05 shall be given in writing by the Union to the Employer before any action can be taken towards arbitration.

3.06 For new employees, the deduction of applicable union dues and initiation fees will commence with the first pay period in the calendar month after the date of hire.

3.07 **Bargaining Unit Work**

The Employer agrees that all work coming under the jurisdiction of the Union at Simon Fraser University location, performed by anyone, on behalf of, or at the instance of the Employer, directly or indirectly under contract, or sub-contract, shall be performed by employees who are members of the Union, or who shall become members in accordance with the terms and conditions as set out in this Agreement.

(a) This section shall not apply in case of last-minute client requests (where sufficient number of qualified bargaining unit employees are not available) and where special client supplemental requests require skills not possessed by bargaining unit employees.

3.08 **Individual Contracts**

No employee shall be compelled to, or coerced to, enter into any individual contract or agreement with the Employer concerning the conditions of employment or varying the conditions of employment contained herein.

No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement.

3.09 **Travel Card**

Members of the International Union but not members of Local 40, before being permitted work in the establishments within the scope of this Agreement, shall not be permitted to work until they have deposited the International Travelling Card at the office of the Local Union, unless such approval is granted by the Local Union.

3.10 **Union Stewards**

(a) The Employer agrees to authorize duly appointed or elected Union Stewards provided that the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.

(b) The Union Steward's first obligation is the fulfilment of his/her responsibilities as an employee. During his/her working hours, the Union Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.

(c) The Union Steward must not leave his/her assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.

(d) The necessary time which is spent by the Union Steward during their regular working hours in reporting or resolving grievances and in attending meetings specifically provided for herein shall be considered to be time worked. No other

time spent by any employee on any Union business shall be paid for or be eligible for any premium pay, unless approved in writing by the Employer.

- (e) Under no circumstances shall a Union Steward take any action or issue any instruction, which will interfere with the operations or affairs of the Employer, or with the management of or direction of the work force.
- (f) The Employer and the Union agree that no person shall intimidate, coerce, impose any pecuniary penalty on, or otherwise discriminate against any person because that person exercises or seeks to exercise any right under the Collective Agreement, or complains, gives evidence or otherwise assists in respect of the initiation or prosecution of a grievance or other proceeding under this Collective Agreement.

3.11 **Union Bulletin Board**

The Employer will provide bulletin board facilities for the convenience of the Union in posting notices of Union activity. All such notices must be signed by a representative of the Union before posting, and a copy of the notice must be provided to the Manager before the posting of same.

ARTICLE 4 – HOURS OF WORK

4.01 **Normal Straight Time Hours of Work**

Seven (7) consecutive days shall constitute an employee's work week. Except as provided in 4.02, 4.03, 4.07, and 4.08, any employee covered by this Agreement shall not be employed for a greater number of hours than:

- (a) Forty (40) hours in each seven (7) day period;
- (b) Five (5) days in each seven (7) day period;
- (c) Eight (8) hours in one (1) day.

It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day, or days of work per week, or for any period whatsoever, nor a guarantee of working schedules. The week for pay and scheduling purposes is Saturday through Friday.

4.02 **Overtime Calculation**

The Employer reserves the right to schedule overtime work and will give reasonable consideration to personal reasons for individual employees for inability to work overtime. All authorized overtime shall be paid at the overtime rate of one and one-half (1 ½) times the regular rate, as provided in the wage scale up to forty-three (43) hours. Over forty-three (43) hours in any one (1) week, overtime will be paid at double time.

- (a) When calculating weekly overtime, a statutory holiday that an employee qualifies for will be considered to be a day worked.
- (b) An employee may request to be scheduled or volunteer to be scheduled for additional straight time hours on a sixth (6th) or seventh (7th) day in a work week.

This request from or agreement by an employee shall be in writing and a copy given to the Shop Steward.

4.03 **No Pyramiding**

There shall be no duplication or pyramiding of overtime payment, nor shall overtime hours paid for under this Article be used in computing the forty (40) hours per week.

4.04 **Work Schedules**

(c) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:

- employee's name
- classification
- days off
- starting and finishing times

(d) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.

(e) In the event that the Employer changes the schedule of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.

4.05 (a) The Employer shall post the work schedule on Wednesday preceding each work schedule, and once posted it will not be changed without giving the employee at least forty-eight (48) hours personal notice prior to commencement of their next shift. Personal notice shall include phone calls made to the employee's last recorded phone number on the records of the Employer. Such above notices will not be required if a change is necessary due to an emergency.

(b) It is understood and agreed that any employee who must absent him or herself for a valid reason from a scheduled shift will provide the Employer notice at the earliest time possible, and that the Employer will provide as much notice as practicable to employees required to cover for such absence, or otherwise subject to shift change.

(c) An employee who reports for work at their regular start time without receiving the required notice of change shall be paid at their regular rate of pay for no less than the hours of work originally scheduled.

(d) All hours worked in excess of eight (8) hours daily or forty (40) hours in a week until a break of eight (8) hours has occurred in any twenty-four (24) hour period shall be paid at the rate of time and one-half (1 ½).

All hours worked within the eight (8) hour period above will be paid at one and one half times (1 ½) the regular hourly rate of pay with a minimum payment to the employee of three (3) hours pay at the regular hourly wage.

The above does not apply to employee-requested shift changes:

- (e) Management will assign shifts and hours in order of seniority within the classification where the work is required to be done.

Definition of a shift(s) is all work performed by an employee on behalf of the Employer.

In the event that a shift becomes available due to the temporary absence of an employee and where such absence is readily foreseeable prior to the start of such shift, Management will make reasonable efforts to offer such shift to a qualified and able employee in order of classification seniority.

- (f) While the Employer is entitled to schedule shifts of various lengths as provided for in this agreement, whenever possible, the Employer is obligated to first build and maintain shifts of eight (8) hours, followed by the descending list of Paid Hours as per the chart in Article 4.08.

The obligation outlined above shall not be construed as requiring the Employer to create split shifts or incur any penalty.

4.06 **Changes in Work Schedules**

- (c) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours notice of any change in their respective work schedules.
- (d) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned shift, the Employer may give notice of less than forty-eight (48) hours, when changing the work schedules.
- (e) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.
- (f) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.

4.07 **Split Shifts**

Split shifts may only be worked by students. No shift for students shall be split more than once. All split shifts shall be worked within a period of twelve (12) hours.

4.08 **Minimum Shift**

The shifts shall be a minimum of four (4) hours, except for students at Simon Fraser University who are employed on a part-time basis, who may be employed for a minimum of two (2) hours in any one day. Any employee may be scheduled for the following shifts: eight (8) hours, seven (7) hours, six (6) hours, five (5) hours, or four (4) hours. Students may work a split shift of seven (7) hours, or eight (8) hours. It is not considered to be a split shift unless the time between the end of the first part of the shift and the start of the

second part of the shift is two (2) hours or more.

4.09 **Days Off**

Whenever reasonably possible, employees will be assigned two (2) consecutive days off in each seven (7) day period.

4.10 **Temporary Work**

An extra employee shall be one who is temporarily hired to perform work in addition to the steady shifts already established by the Employer, and shall not be paid less than the minimum rate as described in this Agreement within the labour classification being performed.

4.11 **Unpaid Meal Breaks**

Employees working an eight (8) hour, seven (7) hour, six (6) hour, or five (5) hour shift shall be granted a meal period of one-half (½) hour on the employees' own time. Meals shall be served during the official meal hours when possible.

4.12 **Rest Period**

All employees working a shift of not less than four (4) hours shall receive one (1) fifteen minute paid rest period. An employee working a shift of more than six and one-half (6 ½) hours shall receive one (1) additional fifteen (15) minute paid rest period.

Scheduled Shift	Paid	Coffee Break	½ Hour Unpaid Meal Break	Coffee Break
4 hours	4	X		
5 hours	5	X		
5 ½ hours	5	X	X	
6 ½ hours	6	X	X	
7 ½ hours	7	X	X	X
8 ½ hours	8	X	X	X

4.13 **Student Limitation**

The Employer shall not staff more than twenty-five percent (25%) of its regular operation crew with student help who are actively engaged as students at Simon Fraser University; however, this twenty-five percent (25%) limitation shall not apply to temporary employees used for special occasions, such as banquets, special parties, etc., or weekends and evenings, mobile service and other licensed food service operations.

4.14 **Meals**

Employees shall be able to purchase meals for two dollars (\$2.00). The Employer shall provide at no extra cost to the employees fountain beverages and snacks, i.e.

muffins, cookies, toast, coffee, tea and pop.

4.15 **Meetings Outside of Working Hours**

Employees at work that are requested by Management to attend informational meetings, outside of working hours, will be paid his/her regular hourly rate for all such time that exceeds fifteen (15) minutes in duration. Employees that do not attend this type of meeting will not be disciplined.

4.16 **Work in Another Classification**

- (a) When an employee works more than twenty (20) hours in any one week in any higher classification than that in which she/he is regularly employed, she/he shall be paid at the rate of the higher classification for all hours worked in such a week.
- (b) An employee required to work less than twenty (20) hours per week in a higher classification than she/he normally works, shall be paid at the higher rate for the actual amount of time worked in the higher classification.
- (c) Any employee who works in a lower rated classification than the one in which she/he is regularly employed, shall not suffer any loss of wages, except when the employee chooses a demotion in preference to layoff.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 **Management Rights**

The Union acknowledges that it is the right of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge for proper cause, transfer, classify, promote, demote, layoff, recall and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;
- (c) Make, enforce, and revise from time to time, rules and regulations relating to discipline and the general conduct of employees;
- (d) Prior to the posting of Work Rules, the Employer will provide a copy of same to the Union Office.
- (e) Generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the workforce, determine the number of personnel required from time to time, the number and locations of offices and facilities, services to be performed and methods, procedures and equipment in connection therewith, the schedules of work, the extension, limitation curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.
- (f) Management agrees that in the exercise of these rights, it will observe the provisions of this Agreement in a fair manner.

ARTICLE 6 - ANNUAL VACATION

- 6.01 All previous employees at Simon Fraser University with two (2) or more years service shall be granted a three (3) week vacation at six percent (6%) of her/his gross earnings.
- 6.02 A two (2) week vacation with pay will be granted to all employees after one (1) year's service in accordance with the provision of the Employment Standards Act, and all amendments thereto. Vacation pay will be four percent (4%) of her/his gross earnings for the proceeding year.
- 6.03 A three (3) week vacation with pay will be granted to all employees with two (2) or more years of service. Vacation pay will be six percent (6%) of her/his gross earnings for the preceding year.
- 6.04 A four (4) week vacation will be granted to all employees with five (5) or more years of service. Vacation pay will be eight percent (8%) of her/his gross earnings for the preceding year.
- 6.05 A five (5) week vacation will be granted to all employees with ten (10) or more years of service. Vacation pay will be 10 percent (10%) of her/his gross earnings for the preceding year.
- 6.06
- (a) The vacation year shall be designated as January 1 through December 31 of each year. All vacation earned shall be taken during the 12 months following the employee's anniversary.
 - (b) All applications for annual vacation shall be filed with the Employer by the last day of February for the current annual vacation year.
 - (c) All applications for annual vacation shall be filed with the Employer in writing. The Employer shall review these requests and post an approved vacation schedule by March 31st of each year. For vacation requests for time that occurs prior to March 31st, the Employer will review these on an individual basis and respond in writing within twenty-one (21) calendar days as to whether or not the application has been granted.
 - (d) Annual vacation dates shall be granted on the basis of seniority in classification.
 - (e) For vacation scheduling purposes, the total length of continuous employment at the Simon Fraser Food service operation will be taken into consideration; provided that scheduling does not in any way restrict the Employer in their normal operations.
 - (f) Employees who do not indicate a preference during the month of February may not be granted their choice of dates if another employee has requested that time period. No request will be unreasonably denied.
- 6.07 Holiday pay shall be paid on the next pay period following the specific day requested by the employee.
- 6.08 Should any statutory holiday, for which the employee qualifies, occur during the employee's vacation period, an extra day of vacation with pay will be granted, either the

working day proceeding or the working day following the vacation period. Such day will be at the option of the employee providing the employee can be replaced.

6.09 All entitled vacation must be taken prior to an employee applying for a Leave of Absence except for leave under Article 9.06.

ARTICLE 7 - STATUTORY HOLIDAYS

7.01 The following days as they pertain to this Collective Agreement shall be paid as Statutory Holidays:

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

Any other holiday declared by Federal or Provincial Governments

In the event that any employee is required to work on a statutory holiday, she/he shall, in addition to her/his regular rate of pay for that day be paid time and one-half (1½) her/his regular rate of pay for all hours worked on that day.

7.02 Hours, up to eight (8) hours paid for on holidays shall be used in computing the forty (40) hours per week.

7.03 An employee will be entitled to statutory holiday pay if she/he has worked a minimum of five (5) shifts in the twenty-one (21) days prior to the statutory holiday.

(a) All employees will be entitled to statutory holiday pay for Christmas Day, Boxing Day and New Year's Day provided she/he has worked at least fifteen (15) shifts during the thirty (30) days prior to the statutory holiday.

7.04 An employee will forfeit holiday pay by failing to work on the last scheduled shift prior to the holiday and the first scheduled shift after the holiday; provided however that these scheduled shifts are no more than thirty (30) days before and after the statutory holiday unless the absence was due to a bona fide sickness or accident. In such cases the Employer is entitled to require a doctor's certificate as proof of such sickness or accident.

ARTICLE 8 - SENIORITY

8.01 **Probation Period**

(b) An employee will be considered on probation until she/he has completed twenty (20) shifts of work. Should twenty (20) shifts of work not be performed, the probation period shall be completed after ninety (90) calendar days.

(c) Upon completion of the probationary period, all employees shall have their service date credited to the date of hire. In the event that an employee other than probationary is discharged for just and reasonable cause, the Shop Steward will be notified and provided with the reasons for the discharge.

- (d) During the probationary period specified in this agreement, an employee may be discharged if the employee is unsuitable for status as a regular employee.
- (e) Service date will be calculated from the date on which an employee commences work with the Employer. Seniority date will be calculated from the date on which an employee commences work within their current classification
- (f) Employees who successfully complete the probationary period can only be disciplined for just and reasonable cause.

8.02

Seniority Lists

- (a) A seniority list, based on the date of which employees commenced work for Simon Fraser University will be established showing seniority in all classifications and this list will be supplied to the Union. It will be revised by the Employer prior to the beginning of each university semester. The seniority list will be posted for twenty-one (21) days to allow time to correct errors or omissions by written protest. If no protest is received by the Employer, the list will be final and binding until the next revision.
 - (i) the employee's name;
 - (ii) the employee's seniority date in that classification;
 - (iii) the employee's job classification;
 - (iv) the employee's service date with the Employer.

Should two (2) employees be hired on the same date then the order of seniority will be decided based on the employee first scheduled for hours of work.

The parties, by mutual agreement, may amend the above method of determining order of employee seniority.

- (b) Employees shall receive a copy of the revised seniority list upon request during the posting period.

8.03

Promotions & Transfers

Service date seniority shall be the determining factor for the purpose of promotions and transfers, providing the factors of qualifications and ability are equal among those applying for the position posted. In the event that the senior applicant is not given a trial period, the Company agrees to discuss their decision with the Union prior to filling the job vacancy.

The successful applicant on a job vacancy (permanent or temporary) shall be considered to be on a trial period of up to fifteen (15) shifts. During the trial period, the employee must demonstrate that she/he can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.

During the trial period, an employee who fails to demonstrate the ability to perform the job or who chooses not to retain the position shall be returned to her/his former position, without loss of seniority. In such case, the Employer shall have the right to require all employees who changed job positions in consequence of the promotion, to move back into their job positions and wage rates, which they occupied prior to the promotion.

8.04

Layoffs

- (a) For all layoffs, the employee with the least current classification seniority shall be the first to be laid off.
- (b) **Permanent Layoff:** Service date seniority shall be used as protection of employment in the event of a permanent reduction of the workforce. An employee's service date seniority is the sum of all continuous service acquired in each classification. Any employee who has received a notice of permanent layoff shall have a one time option of using her/his Service date seniority to displace any employee with less Service date seniority in any classification. The employee affected by the displacement shall have a one time option to bump any employee with less Service date seniority, subject to his/her ability to do the job. The principle of applying Service date seniority to bump, versus layoff, shall extend to any other employee affected, subject to their ability to do the job.
- (c) **Temporary Layoff:** Any employee who has received notice of temporary layoff may exercise her/his Service date seniority right to bump only if he/she has the ability to do the job. As in (b) above, the employee displaced by this bump shall have the option of displacing the least senior employee in his/her own classification, or if there are no employees in that classification, shall have the option to bump any employee with less Service date seniority, subject to his/her ability to do the job. The principle of applying Service date seniority to bump, versus layoff, shall extend to any other employee affected, subject to their ability to do the job.

8.05

Recall

When recalling employees to work after a layoff, they shall be recalled in inverse order to that in which they were laid off. Employees who desire to avail themselves of this rule must file their names, phone numbers and addresses with the Employer and thereafter keep the Employer informed of their current address and phone numbers. Failure on the part of the employee to provide this information may result in the employee forfeiting his/her recall rights.

8.06

(a) **Work Semesters Schedules**

- (i) When scheduling the two work Semesters during the year – Fall/Spring Semester and Summer Semester – management shall post an “Available Work” schedule in a conspicuous place for the information of all employees.
- (ii) The employees shall bid for the work of their choice within their classification. Employees shall indicate their choice of schedule three (3) weeks prior to the schedule going into effect.
- (iii) Work bid upon will be assigned by classification seniority.
- (iv) Any work not bid upon will be assigned to the least senior employee in the classification and that employee must accept the work.
- (v) Permanent positions for the Fall/Spring and Summer Semesters shall be

posted two weeks prior to the start of the bidding process. Employees shall select shifts by seniority, provided they are able to perform the job. Employees shall retain the same shift for both the Fall/Spring Semesters.

- (vi) Any employee not present at the bid must provide a written proxy for bidding of her/his bid. Otherwise his/her bid shall not be accepted

(b) **Semester Break Schedules**

- (i) When scheduling shifts during the Semester Breaks, management shall post an "Available Shifts" schedule in a conspicuous place for the information of all employees.
- (ii) The employees shall bid for the shift of their choice within their classification. Employees shall indicate their choice of schedule three (3) weeks prior to the schedule going into effect.
- (iii) Shifts bid upon will be assigned by seniority within their classification.
- (iv) Any shift not bid upon will be assigned to the least senior employee in the classification and that employee must accept the shift.
- (v) Permanent positions for the Semester Breaks shall be posted prior to the start of the Semester Breaks. Employees shall select shifts by seniority, provided they are able to perform the job. Employees shall retain the same shifts for the Semester Breaks.
- (vi) Any employee not present at the bid must provide a written proxy for bidding of her/his bid shall not be accepted.

8.07

Loss of Seniority

- (a) An employee shall lose seniority if she/he:
 - (i) voluntarily quits;
 - (ii) is discharged for just and reasonable cause and is not reinstated through the grievance procedure or arbitration;
 - (iii) is absent from work for one (1) day without a valid reason;
 - (iv) is laid off for more than nine (9) consecutive months;
 - (v) fails to report for work within three (3) days after the date when a notice of recall has been sent to the employee by registered mail to her/his last address on file with the Company;
 - (vi) overstays an authorized leave of absence without a valid reason; or
 - (vii) an employee who has been off due to sickness or accident for more than two (2) years.

- (b) There shall be no loss of seniority for any of the following:

- (i) any time off paid for by the Employer;
- (ii) time spent on an approved education course or negotiating committee;
- (iii) maternity/paternity leave in accordance with prevailing Employment Standards legislation.

8.08 **Posting of Vacancies**

- (a) The Supervisor shall post all permanent job vacancies and fill these vacancies on the basis of classification seniority first and if there are no successful applicants from within the classification, then the vacancy will be filled by “service date seniority”, provided applicants hold the necessary qualifications, except in case of emergency or as otherwise stated in this collective agreement.
- (b) Vacant positions shall be posted for at least three (3) working days if urgent and not less than seven (7) working days if not urgent. These will be posted in a place accessible to all employees.
- (c) Employees wishing to fill vacant positions shall make their applications within the posted time limits. Bids shall be in writing to the appropriate manager and shall state the employee’s qualifications for the vacant positions.
- (d) Temporary Vacancies: Temporary vacancies of greater than sixty (60) shifts will be posted and such vacancies will be filled by classification seniority.

Temporary vacancies of less than sixty (60) shifts will be filled in a manner and at the discretion of the Employer.

8.09 An employee temporarily working outside her/his regular classification shall accrue such seniority time in her/his regular classification.

8.10 (a) When a vacancy occurs in either the DUC or at “MacKenzie”, “Raven”, “White Spot”, “Simon C’s”, and that is not filled from their own independent seniority list, then, prior to externally filling such vacancy, an employee can apply from the other independent seniority list for that vacancy.

(b) If successful, they will retain their service date seniority but will not move to the bid vacancy with any classification seniority.

ARTICLE 9 - LEAVE OF ABSENCE

9.01 The Employer shall grant, in writing, leave of absence without pay to employees who are appointed or elected to Union office for periods up to and including five (5) years. The employee who obtains this leave of absence shall return to her/his employment within thirty (30) calendar days after the completion of her/his employment with the Union.

9.02 The Employer shall grant, in writing, leave of absence without pay to employees who are elected as delegates to attend union conventions or as members of a negotiating committee, provided that the granting of such leave of absence will not materially and adversely affect the Employer’s normal operating costs.

9.03 An employee may be granted a personal leave of absence in writing, for any reason, without pay, for a maximum of ninety (90) days, or such longer period of time as may be mutually agreed to by the parties, at the discretion of her or his Food Service Director.

An employee requesting such a leave must do so in writing at least thirty (30) calendar days prior to the anticipated commencement date of the leave, or on a case by case basis such shorter period of time agreed to by the Employer.

9.04 **Maternity & Parental Leave**

All employees will be afforded all benefits of Pregnancy and Parental Leave in accordance with the Employment Standards Act.

9.05 In the case of any employee being off due to sickness or accident, when the said employee is declared physically able to resume his/her occupation by either a physician or the Workers' Compensation Board, the said employee shall be reinstated to his/her former position. It shall be the duty of each employee to notify the Company of the reason for absence, to furnish evidence to support the absence, and to keep the Company informed of the anticipated date of return to duty.

(a) It is understood that this shall not apply to employees absent for more than one (1) year. However, after this time an employee should still be given every consideration.

9.06 **Bereavement Leave**

Common-law relationships, as recognized under Federal Law, will be recognized in the provisions of this Article.

(a) **Paid Leave:** An employee absent due to death in the immediate family during periods when he/she is both scheduled and available for work, shall receive up to three (3) days pay for such time lost. Immediate family means spouse, child, parent, parent-in-law, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee's family. The above benefit shall not be implemented during vacation, sick leave, accident leave, or leave of absence.

(b) **Notwithstanding (a) above, additional time off without pay may be granted by the Employer on a case by case basis.**

9.07 **Medical Examinations**

It is recognized that all employees may be required, so as to comply with laws or as to comply with regulations of the Employer, to submit to medical examination. Any such examination shall be carried out by a medical practitioner and paid for by the Employer and it is recognized that the Employer shall have the right to obtain a copy of any medical report relating to such examination. It is understood that employees shall not lose any wages as a result of having to attend a medical examination arranged by the Employer. When an employee, except all new employees, is required to attend a medical examination during the employee's normal working hours, then the employee shall be paid a sum of two (2) hours.

ARTICLE 10 - GENERAL

10.01 **Liaison Committee**

- (a) The parties to the agreement agree to establish a joint Management-Union committee to be known as “Simon Fraser Culinary Workers’ Liaison Committee” consisting of six (6) members, three (3) from the Union and three (3) from the Employer and shall meet every two (2) months.
- (b) In general it will be the purpose of this Committee to examine, discuss and make recommendations to the parties on all matters of mutual interest in accident prevention, employee relations and public industry relations.
- (c) Employees will receive regular pay for any meeting hours that they attend.

It is agreed that this article satisfies the requirement for a Joint Consultation Committee for the purposes of Section 53 of the Labour Relations Code.

10.02 **Convenience Store**

There shall be two (2) positions in the Convenience Store designated for the legally blind. These positions shall not be covered by the bidding process, the Company shall maintain two (2) positions for CNIB Placement.

10.03 **Removal of Formal Disciplinary Action from Employee’s File**

Formal disciplinary action taken by the Employer will be removed from an employee’s personnel file after twelve (12) months from date of origin provided there has not been any further incident of a disciplinary nature. Should any such incident occur then all documents shall remain on file for twelve (12) months from the date of the most recent incident.

Discipline relating to harassment, theft, breach of trust, or acts of violence will remain on the employee’s personnel file.

10.04 **Uniforms**

All uniforms or special articles of wearing apparel prescribed by the Employer and worn by the employees while on duty shall be supplied by the Employer free of cost to the employee. Employees working eighty (80) hours or more in a four (4) week period will be paid nine dollars (\$9) for this period of time for laundering of the uniforms. Kitchen and production staff will wear Chefs’ whites. Customer service and front of house staff will wear approved uniform tops.

ARTICLE 11 - WAGE SCALE & JOB CLASSIFICATION

- 11.01 The minimum wage rates provided in the attached Appendix “C” and Appendix “D” shall cover job descriptions and classifications of labour within the jurisdiction of Local 40 and shall remain in effect throughout the specified or extended term of this agreement.

- 11.02 Basic rates of pay during the term of this agreement shall be in accordance with Appendix "C" and Appendix "D", however, an employee will not be prevented from receiving a higher rate of pay for their classification.
- 11.03 Any employee presently receiving a higher rate of pay for her/his classification as prescribed in this Agreement, shall enjoy any or all increases for the life of this Agreement.
- 11.04 (a) When an employee performs the duties of a higher paid classification in the shift, the employee shall be paid the scale of wages for the higher paid classification for such hours, however, if the duties of a higher paid classification are performed for more than one-half (½) the total hours in the shift, the employee shall be paid the higher rate for all hours worked.
- (b) Any employee who works in a lower rated classification than the one in which she/he is regularly employed, shall not suffer any loss of wages, except when the employee chooses a demotion in preference to layoff.

11.05 **New Classifications**

The Employer agrees to notify the Union of any new permanent classifications they wish to add to the existing classifications set out in Appendix "C" and Appendix "D" of this Agreement and which fall within the certified bargaining unit. The Employer further agrees to meet with the Union and negotiate rates of pay for any such new classifications which fall within the scope of this agreement. The new classification will be considered temporary for a period of not less than twenty-one (21) worked days, during which time the Employer will determine the rate of pay, if the parties have not yet agreed upon said rate of pay.

If the Employer and the Union agree upon the new rate of pay, it shall be applied retroactively to the date of the classification and rate except as otherwise mutually agreed.

In the event that the parties are unable to agree on the rate of pay for such a new classification, then either party may invoke the grievance procedure as set out in Article 12 of this agreement.

It is specifically agreed that no arbitrator shall have the authority to alter, add to, change or modify the existing classifications or wage rates, but they shall have the authority, subject to the provisions of this agreement, to determine whether or not the new permanent classification or wage rate has been set properly within the framework of the Employer's established classification and rate scales.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01 Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of this agreement or concerning discipline or discharge of an employee which may be alleged to be unjust shall be considered a grievance.
- 12.02 Notice of any grievance or dispute must be given to the Employer in writing within ten (10) calendar days of occurrence. The agreed procedures for adjusting all grievances or disputes shall be as follows:

Step 1: The grievance shall be discussed between the employee(s) and the Manager concerned

within ten (10) calendar days from the date of the incident. The employee(s) may request to be accompanied by a Shop Steward (or, in the Shop Steward's absence, by another member of the Union). The granting of such request will not be unreasonably withheld.

Step 2: In the event of failure to reach an agreement under the provisions of Step 1, the Shop Steward and/or Union representative may, within ten (10) calendar days from the discussion in Step 1, discuss and attempt to settle such grievances with the Manager and District Manager concerned.

Step 3: If an agreement is not reached under the provisions of Step 2, the Union will, within ten (10) calendar days from the discussion in Step 2, notify the Employer's Labour Relations representative in Head Office in writing of the nature of the grievance and a grievance hearing will be held within ten (10) calendar days from the date of receipt of the written grievance between the Employer and the Union.

In the event of failure to reach an agreement under Step 3, the grievance may then be submitted to an Arbitrator.

Step 4: If an agreement is not reached under the provision of Step 3, upon mutual agreement between the Union and the Employer and at any time prior to the appointment of an Arbitrator, another party may be requested to confer with the Union and the Employer to assist in the settlement of any difference arising from an alleged violation of this Agreement. Within ten (10) calendar days of appointment, the selected party will make recommendations for settlement of the difference which will not be binding upon either the Union or the Employer or detract from their privileges under this Agreement. All expenses incurred by the appointed party will be paid equally by the Union and the Employer.

12.03 Fifteen (15) calendar days shall be allowed for the parties to agree upon an Arbitrator. In the event of failure of the parties agreeing on an Arbitrator, the Minister of Labour shall be asked to appoint one. Within fifteen (15) calendar days of the appointment, the Arbitrator shall commence the hearing and render a decision within fourteen (14) days thereafter. Matters to be placed before the Arbitration Board must be submitted in writing by both parties. Each party to the dispute will bear half the expense of the Arbitrator. The finding and decision of the Arbitrator shall be binding and enforceable on all parties.

12.04 The Arbitrator shall have the power to determine whether a particular issue is arbitrable under this Agreement, but it is specifically agreed that no Arbitrator shall have the authority to alter, modify, add to, or amend this Agreement or render any decision inconsistent with the specific provisions of this Agreement.

12.05 The time limits as provided herein may be extended by mutual agreement.

12.06 It is agreed, that the operation of subsection 1 of subsection 96 of the Labour Relations Code of British Columbia is specifically excluded from this Collective Agreement.

ARTICLE 13 - DISCRIMINATION AND HARASSMENT

13.01 (a) The parties hereto subscribe to the principles of the Human Rights Act of British Columbia.

(b) **No Discrimination for Union Activity:**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

(c) **Sexual Harassment in the Workplace:**

(i) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. It is agreed between the parties that there is an obligation and desire to eliminate any and all sexual harassment in the workplace. The obligation applies equally to the Employer, the Union and all employees.

(ii) **Procedure:**

(a) An employee who wishes to pursue a concern arising from alleged sexual harassment may submit a complaint in writing thirty (30) days from the latest alleged occurrence, through the Union directly or to the District Manager. Either party will notify the other immediately. Complaints of this nature shall be investigated promptly, thoroughly and in a manner that protects the privacy interests of all involved – the respondent as well as the complainant. The name of the complainant or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The respondent has the right to know and respond to all allegations.

(b) An Employer representative and a Union representative shall investigate the complaint. The Employer representative shall submit a report to the District Manager in writing within thirty (30) days. The Union representative shall share information with the Employer. The Union will receive copies of the Employer's Representative's recommendations.

(c) Pending determination for the complaint, the General Manager may take interim measures to separate the employees concerned if deemed necessary.

(d) Where either party to the proceeding is not satisfied with the District Manager's response, the complaint will be processed under Step II of the parties' grievance procedure

(e) Alleged failure of any party to deal with a sexual harassment complaint may be the subject of a grievance procedure pursuant to this Agreement.

13.02 (a) The Employer and the Union acknowledge that the Company Policy regarding workplace harassment is in force at S.F.U.

ARTICLE 14 - FRINGE BENEFITS

14.01 Effective September 1996, the following benefits will be provided to all employees covered by this Collective Agreement as provided by the terms of the Agreement the Employer has with its insurance underwriter which are summarized below and in the benefits brochures.

(a) **Group Insurance Plan:** (Life Insurance, Accidental Death and Dismemberment, Weekly Indemnity and Extended Health)

100% Employer paid for employees hired prior to or on October 8, 1996
66 2/3% Employer paid for employees hired after October 8, 1996

(i) **Life Insurance - \$25000.00**

(ii) **Accidental Death/Dismemberment Insurance - \$25000.00**

(iii) Weekly Indemnity Insurance - provides seventy-five percent (75%) of wage up to the Unemployment Insurance maximum for a maximum of fifteen (15) weeks starting the first day of an accident outside of work or the third day of illness. Claim forms available through the General Manager. Unemployment Insurance available after this benefit is used up by obtaining and filing an Unemployment Insurance "Record of Employment".

(iv) Extended Health - see plan brochure

Eligibility: All employees must have and maintain average hours of 20 or more per week.

Employees hired after October 8, 1996 must have completed 6 months service.

(b) **Dental Plan: 70% Employer paid**

- optional - one time offer only
- eligible if enrolled in Group Insurance Plan
- see plan brochure

Eligibility: All employees must have and maintain average hours of 20 or more per week and must have completed 1 year service.

14.02 **Sick Day Provision**

Each employee shall earn one-half (1/2) day per month to accumulate to a maximum of five (5) days per year. Employees will be eligible to use sick leave based on their accumulation at the time of illness. Sick leave days may be accumulated from year to year to a maximum of eight (8) days.

Employees eligible for the Group Insurance Plan may, where appropriate, also file claims under the Weekly Indemnity/Short Term Disability benefit plan. Terms of this benefit are outlined in the Group Insurance booklet.

14.03 **BC Medical Plan Insurance**

All employees covered by this Collective Agreement who have been employed six (6) months and are otherwise eligible for the B. C. Medical Plan coverage will be eligible for enrollment in the Employers' B. C. Medical Group Insurance Plan. Those covered by his/her spouse's plan will have his/her premiums paid by the Employer. The employer will pay 100% of the employees Medical Services Plan.

The participants of this Plan shall have continuous coverage up to four (4) months after the last day of employment, other than for resignation and termination for just cause.

14.04 **WCB**

Employees injured while working in the unit shall suffer no loss of earnings for the balance of hours scheduled on the day on which the work-related injury occurs if as a result of such injury they are sent to the hospital or for medical attention and are declared unable to return to work.

14.05 **Pension Plan Contributions**

(a) **The Employer agrees to remit Pension Plan contributions for each hour of work performed by all employees covered by this Agreement to the Trust Agreement known as the UNITE HERE, Local 40 Pension Plan. The allocation in cents per hour shall be thirty-eight cents (38¢) per hour effective January 1st, 2007. This amount will increase to forty-three cents (43¢) per hour effective January 1st, 2008. This amount will increase to forty-eight cents (48¢) per hour effective January 1st, 2009. This amount will increase to fifty-three cents (53¢) per hour effective January 1st, 2010.**

14.06 **Pension Plan Deed of Trust**

(a) It is mutually agreed between the Union and the Employers that all terms and conditions of the Deed of Trust between the Union and the Hotel, Restaurant & Culinary Employees & Bartenders Union, Local 40 Camp, Culinary and Non-Aligned Employees Pension Plan in regards to Pension shall be binding on the signing parties. This shall at no time determine the hourly rates as defined within the Collective Agreement. All individuals will be identified by name and Social Insurance Number.

14.07 **Union's Monthly Assessment Account Contribution**

(a) The Employer shall continue to contribute five cents (\$0.05) per hour work on behalf of all employees covered by this Collective Agreement to the Union's Monthly Assessment Account

14.08 The Employer agrees to forward all monies payable by the Employer in respect of fringe benefits, on or before the 10th day of the month following the actual performance of work and shall forward said contributions to the Administrator.

14.09 The Employer also agrees to remit the contributions together with a monthly statement setting out the names of the employees in respect of which said payments are made, together with the hours of work credits or amounts paid in respect of employees.

14.10 In the event an Employer fails to remit contributions to these plans in conformity with this clause of the Agreement, the Employer shall, if in default more than ten (10) days after notification by the Union, pay the monies due thereunder and in addition thereto pay these plans a penalty in the amount of fifty dollars (\$50.00). The Employer shall be responsible for the loss of benefits to any employee because of the Employer's default action.

14.11 The Employer agrees to contribute three cents (\$0.03) per hour to an EAP Plan, effective March 1, 2004. The Union agrees to provide the deals and trust document for the Employer signatures. The Union will notify the Employer's payroll office of billing procedures.

ARTICLE 15 - JURY & WITNESS DUTY

15.01 **Jury & Witness Duty**

In acknowledging a civic responsibility, the Employer agrees to continue the regularly scheduled straight time pay of employees who are selected for active jury duty or as a witness for the Crown. The entitlement to pay shall be for those scheduled hours for that person, and specifically does not apply to any and all hours which the employee would not be scheduled for work, including shut downs, reductions in the work force, layoffs, overtime and premium pay of any type, and pay for which the employee would not be entitled under this agreement.

Any and all per diem allocations from the Courts for such duty shall be returned to the Employer as they are received.

ARTICLE 16 – GYM FACILITIES

Compass (Chartwell) employees will be governed by the same format as is provided by all other Simon Fraser Facility Staff.

APPENDIX “A”

COMPASS GROUP CANADA

Sun Life Group No. 22390
ClaimSecure Group Policy No. 2368

BENEFIT SUMMARY

Division: Division 423 –Simon Fraser University

Sun Life Group Policy

1. BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

• Benefit Formula	• \$10,000
• Termination	• Retirement

2. SHORT TERM DISABILITY

• Benefits Formula	• 75% of weekly earnings
• Weekly Maximum	• EI
• Benefit Payable	• 1st day accident; 4th day sickness
• Benefit Period	• 15 weeks
• Termination	• Retirement

3. LONG TERM DISABILITY –

To be paid for by the employer.

• Benefits Formula	• 66 2/3% of the first \$25,000.00 of the employee’s monthly (income) earnings plus 45% of the balance of monthly earnings.
• Eligibility	• 30 weeks an employees must have been on 30 weeks of short term to go on long term (15 weeks STD and 15 weeks EI sick leave).
• Termination	• 65 years of age.

ClaimSecure Group Policy

EXTENDED HEALTH BENEFIT

1. MAJOR MEDICAL BENEFIT Yes No

	Unit →	ALL
a) Annual Deductible Applicable		N/A
b) Co-payment		100%
c) Schedule of Benefits		
Psychologist	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	100%
Chiropractor	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$200//\$400 family
Naturopath	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$200/\$400 family
Podiatrist or Chiropodist	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$100 per calendar year
Speech Therapist	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$100 per calendar year
Physiotherapy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$250 per calendar year
Acupuncturists	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$100 per calendar year
Massage Therapy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$100 per calendar year
Private Duty Nursing	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	30 days per year
Medical Equipment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Covered
Medical Prosthesis	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Covered
Medical Supplies	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Covered
Ambulance Services	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Covered
Hearing Aids	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$300 every 60 consecutive months
Orthotics	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$400 per year/\$200 per year for dep. children
Orthopedic Shoes Custom Made	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Combined with Orthotics maximum
Orthopedic Modifications	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Combined with Orthotics maximum
Eye Exams	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$35 in provinces where eye exams aren't covered
d) Survivor Benefit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2 years
e) Benefit Maximum Age (Termination)		Retirement
f) Dependent Age		21

g) Student Age	26
h) Overall Lifetime Health Maximum (includes drugs, hospital, and vision)	\$75,000

2. DRUG BENEFIT Yes No ****Reimbursement Plan****

Unit →	ALL
a) Plan Type	Prescription Drugs
b) Co-Payment	100%
c) Annual Deductible	Nil
d) Per Individual Maximums	Nil
e) Benefit Maximum Age	Retirement
f) Dependent Age (In Quebec, must be 18)	21
g) Student Age (In Quebec, must be 26)	26

3. VISION BENEFIT Yes No

Unit →	ALL
a) Glasses Maximum	\$2000.00/every 24 months
b) Contact Lenses Coverage	Included
c) Laser Surgery Benefit	Included
d) Vision Co-insurance	100%
e) Benefit Maximum Age	Retirement
f) Dependent Age	21
g) Student Age	26

4. HOSPITALIZATION BENEFIT Yes No

Unit →	ALL
a) Semi-Private Accommodation	Covered
b) Hospitalization Co-insurance	100%
c) Convalescent Hospital	Semi-Private Coverage
d) Benefit Maximum Age	Retirement
e) Dependent Age	21

f) Student Age	
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5. DENTAL BENEFIT

 Yes No

Unit →	ALL
a) Annual Dental Single Deductible	N/A
b) Annual Dental Family Deductible	N/A
c) Recall Frequency: 6 months	Yes
d) Fee Guide Year	Current
e) Fee Guide based on province of employee residence	Yes
f) Level 1: Basic Restorative ; Co-insurance percentage	100%
g) Level 2: Periodontics and Endodontics ; Co-insurance percentage	100%
h) Level 3: Major Restorative ; Co-insurance percentage	50%
i) Annual Maximum; Level 1, 2 and 3 combined	\$1,500 per calendar year
j) Survivor Benefit	2 years
k) Benefit Period: <input checked="" type="checkbox"/> Calendar Year <input type="checkbox"/> Policy Year	
l) Benefit Maximum Age	Retirement
m) Dependent Age	21
n) Student Age	26

APPENDIX "B"

DIAMOND UNIVERSITY CENTRE (DUC)

Preamble:

The intent of this Addendum is to allow the employees working at DUC to operate and work within the collective agreement but to operate and work as a separate entity from the other locations at S.F.U., and to this end, the Union and the Company have attempted to identify those Articles, in whole or in part, which need to be deleted, changed or otherwise amended, to achieve such intent.

Both the Union and the Company agree that there exists the possibility of further addendum being required and, if so, they will form part of the collective agreement.

1. All DUC employees shall be governed by their own independent seniority list, as shall the combined units known as "MacKenzie", "Raven", "White Spot", "Simon C's".
2. When a vacancy occurs in either the DUC or at "McKenzie", "Raven", "White Spot", "Simon C's", and that is not filled from their own independent seniority list, then, prior to externally filling such vacancy, an employee can apply from the other independent seniority list for that vacancy.

If successful, they will retain their service date seniority but will not move to the bid vacancy with any classification seniority.

3. For layoff purposes, there shall be two independent seniority lists.
4. Specifically, 4.02 (b), 8.05, 8.08 shall apply to the DUC.
5. Hours of work - Article 4.
6. Seniority list: posted each year - March 1 and September 1.

APPENDIX "C"

WAGE SCALE

CLASSIFICATION	CURRENT	EFFECTIVE SEPTEMBER 1ST, 2006	EFFECTIVE SEPTEMBER 1ST, 2007	EFFECTIVE SEPTEMBER 1ST, 2008	EFFECTIVE SEPTEMBER 1ST, 2009
Cook ■ Raven's Main Production	14.24 + 15¢ differential	14.52 + 15¢ differential	14.81 + 15¢ differential	15.11 + 15¢ differential	15.64 + 15¢ differential
Grill Cook ■ MacKenzie (for Cook's duties)	13.76 + 15¢ differential	14.04 + 15¢ differential	14.32 + 15¢ differential	14.61 + 15¢ differential	15.12 + 15¢ differential
Baker	13.08 + 15¢ differential	13.34 + 15¢ differential	13.61 + 15¢ differential	13.88 + 15¢ differential	14.37 + 15¢ differential
Cashier	13.32	13.59	13.86	14.14	14.64
Cashier "C" Store	13.47	13.74	14.01	14.29	14.79
Lead Cashier "C" Store	14.24	14.52	14.81	15.11	15.64
Cold Food Prep ■ Differential	12.98	13.24	13.51	13.78	14.26
Customer Service	12.47	12.72	12.97	13.23	13.69
Sanitation	12.98	13.24	13.51	13.78	14.26
On Call/General	11.55	11.78	12.02	12.26	12.69
Catering Captain		16.79	17.13	17.47	18.08
Server		13.12	13.38	13.65	14.13

Effective with the ratification of the 1994-1996 Agreement, Bakers receive a fifteen cent (15¢) differential.

Notwithstanding the above, the Employer shall, effective August 1, 1994, hire new employees at an entry-level rate, which shall be seventy-five percent (75%) of the above rates for the first six (6) months of employment.

APPENDIX "D"

**WAGE SCALE
DIAMOND UNIVERSITY CENTRE**

CLASSIFICATION	CURRENT	EFFECTIVE SEPTEMBER 1ST, 2006	EFFECTIVE SEPTEMBER 1ST, 2007	EFFECTIVE SEPTEMBER 1ST, 2008	EFFECTIVE SEPTEMBER 1ST, 2009
Server Staff ■ Banquet Server ■ Banquet Porter ■ Banquet Busser	10.16	10.36	10.57	10.78	11.16
Bartender ■ 2 nd Mixologist	11.91	12.15	12.39	12.64	13.08
Hostess ■ Customer Service	11.25	11.48	11.71	11.94	12.36
Captain Senior	14.09	14.37	14.66	14.95	15.47
Captain Junior	11.91	12.15	12.39	12.64	13.08
Cook	13.96	14.24	14.52	14.81	15.33
Cook's Helper	13.24	13.51	13.78	14.06	14.55
Dishwasher/Sanitation	11.92	12.16	12.40	12.65	13.09

IN WITNESS WHEREOF the parties hereto have hereunder caused their seals to be affixed under the hands of the proper officers

Dated this _____ day of _____, 2007.

SIGNED ON BEHALF OF:

For the Employer:

**COMPASS GROUP (CANADA)
CHARTWELLS DINING SERVICES**

For the Union:

UNITE HERE, LOCAL 40

LETTER OF UNDERSTANDING #1

between

**CHARTWELLS DINING SERVICE
A Member of Compass Group Canada
(the Employer)**

and

**UNITE HERE, LOCAL 40
(the Union)**

Re: Uncontrolled and Emergency Shut-downs

It is understood and agreed that due to the location of Simon Fraser University, there are occasions when a shut-down of the University, including the food service operations of Chartwells may be required for safety reasons. This issue mainly pertains to closure of access roads due to periodic snow storms.

- (f) Should such closures be required, all employees shall receive a minimum of four (4) hours pay if they have reported to work. All other employees shall be paid in accordance with Article 4.08 of this Collective Agreement.
- (g) In such situations, if the employees have been contacted prior to reporting for work the forty-eight (48) hours notice as per Article 4.06 shall be deemed valid as such situation would be considered an emergency and pay for the cancelled shift will be two (2) hours pay.
- (h) Should conditions be questionable, employees should contact their supervisor prior to leaving for their shift to confirm whether or not they should report for work and upon being instructed to report for work shall be deemed to have "reported for work" and eligible for a minimum of four (4) hours pay as per Section 1 even if, by the time they reach the Burnaby Mountain area, the road has been closed as a result of a decision being made while they were in transit. Employees must contact the Employer or leave a message on the Employer's answering machine (291-4481) in order to qualify for two (2) hours pay.

Dated this _____ day of _____, 2006.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING #2

between

**CHARTWELLS DINING SERVICE
A Member of Compass Group Canada
(the Employer)**

and

**UNITE HERE, LOCAL 40
(the Union)**

Re: Banquet Gratuity Distribution Formula

All gratuities shall be paid following payment by the customer.

- (i) Gratuities and service charges shall be defined as any pre-negotiated amount established at the sole discretion of the Employer, and paid by a client of the Banquets Department for services rendered in connection with the food/beverage components of a function. Any additional amount paid by a client or by a guest to a bargaining unit employee, shall be the sole property of the bargaining unit employees.
- (j) Incumbents in the following classifications are eligible to receive a portion of the pool of gratuities and service charges belonging to the bargaining unit:

Senior Captain	Cook
Junior Captain	Cook's Helper
Bartender	Sanitation
Server	
Porter	
- (k) The total amount of gratuities and service charges shall be apportioned between the Employer and the eligible bargaining unit employees, on the basis of 40% to the Employer and 60% to the said employees.
- (l) The bargaining unit portion shall be distributed amongst the eligible bargaining unit employees, including any probationary employees, equally on the basis of each hour actually worked by each eligible employee.
- (e) The calculation of all service charge portions shall be carried out by the Employer, and a banquet gratuity distribution sheet shall be maintained for each four week pay period, showing the name of each eligible employee, the total hours worked by him during the pay period, the dollar rate per hour earned by him during the pay period. The gratuity sheet will contain the following information:
 - total hours worked in that pay period;
 - dollar amount earned per hour for that pay period;
 - total gratuities billed for that pay period; and
 - total gratuities not paid due to customer default.
- (f) The accumulated total dollar amount of all the banquet gratuities portions earned by an employee during any pay period, shall be indicated on his next four week paycheque.

- (g) As soon as possible following the end of each pay period, the Employer shall publish, with respect to that pay period, the banquet gratuity distribution sheet.
- (h) In the event an eligible bargaining unit employee claims that an error has been made by the Employer in calculating the amount of his gratuity for any pay period, he may file a grievance within ten (10) working days after the date on which he received his paycheque for the said pay period.
- (i) In the event the Union claims that an error has been made by the Employer in distributing the bargaining unit portion, or that the portion of the gratuities and service charges paid to the bargaining unit employees did not equal 60% of the total amount of gratuities and service charges in any given pay period, its officers or staff representatives may file a policy grievance pursuant to the provisions of Article 12 of the collective agreement.
- (j) The parties agree the above formula will not be changed without mutual consent.

Dated this _____ day of _____, 2006.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING #3

between

**CHARTWELLS DINING SERVICES
A Member of Compass Group Canada
(the Employer)**

and

**UNITE HERE, LOCAL 40
(the Union)**

Re: Stools for Cashiers

The Employer agrees to provide stools for designated Cashiers in the MacKenzie cafeteria. The Employer and Union shall mutually agree on the cashier position for which stools are to be provided.

Dated this _____ day of _____, 2006.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING #4

between

**CHARTWELLS DINING SERVICES
A Member of Compass Group Canada
(the Employer)**

and

**UNITE HERE, LOCAL 40
(the Union)**

Re: Work Sharing

With regard to Article 8 of the Collective Agreement, the parties agree that the current practice of work sharing will continue for Summer semesters for the duration of the Collective Agreement. This understanding, however, is subject to cancellation by either party upon thirty (30) calendar days written notice.

Other break periods may be added to this letter where the Joint Liaison Committee recommends their inclusion.

Following the establishment of Summer scheduling, job sharing arrangements will be made.

Dated this _____ day of _____, 2006.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING #5

between

**CHARTWELLS DINING SERVICES
A Member of Compass Group Canada
(the Employer)**

and

**UNITE HERE, LOCAL 40
(the Union)**

**Re: Application of Hours of Work and Seniority Provisions
of the Collective Agreement**

- (1) There are two work semesters at SFU. One is the Fall/Spring semester from September through early April and the other is the Summer semester from early May to early August. There is more work available in the September – April semester than there is during the early May – early August semester. Furthermore, there are semester breaks in April, August and December, during which time some work activities are suspended and there is a general reduction in the hours worked.
- (2) Just before the commencement of the two semesters, the Employer will put together schedules of work for those semesters for the four principal units of operation: the Raven Cafeteria, the McKenzie Cafeteria, the White Spot Triple O's and the Convenience Store. In putting together these work schedules, the Employer will make every reasonable effort to establish shifts of longer duration before establishing shifts of shorter duration.
- (3) At the same time that the Employer is developing the shift schedules, the Employer will post a seniority list showing employees' House Classification seniority. The seniority list will be posted at least two (2) weeks before the shift schedules are posted. Any employee who disputes her/his seniority must advise the Employer in a timely fashion and any amendments will be made to the seniority list before the shift schedules are posted.
- (4) Once the shift schedules are developed by the Employer, they will be posted on the bulletin boards for a two-week period. During the first week of this two-week posting period, the Union has an opportunity to challenge the shift schedules on the basis that the Employer has not made every reasonable effort to establish shifts of longer duration. If this issue cannot be resolved, Brian Foley will be requested to make a binding decision on the matter in an expedited fashion.
- (5) After the two-week posting period, employees will personally select the shifts they desire in their classification and the seniority of employees in the particular classification will determine the order of selection. Employees may also bid for a particular shift by proxy before or on the day that the bidding process is conducted.

- (6) An employee who fails to submit a bid for hours of work, pursuant to paragraph 5, either personally or by proxy for a semester loses the right to be scheduled or assigned work hours for that particular semester, unless the employee can substantiate a bona fide, legitimate, defensible reason for not submitting a bid at the time prescribed.
- (7)
 - (a) An employee who has not secured a shift in her/his classification through the bidding process may elect one of the following options:
 - (i) She/he may choose a remaining shift in another classification in which case she/he retains seniority in her/his original classification if the bidding process is for the Summer Semester.
 - (ii) In the Fall/Spring Semesters, he/she may choose a remaining shift in another classification and shall go to the bottom of the classification seniority list. Thereafter, that shall be your permanent classification.
 - (b) She/he may bump an employee with less house seniority in another classification provided the employee has the skills and knowledge to do the job following a reasonable amount of instruction.
- (8) After the bidding process has been completed, the work schedules will be posted, including any unfilled positions. Employees have one week to review the schedule and, in the case of an employee who has been bumped said employee may decide to bump another employee in any classification, provided the bumping employee has the ability to do the job and subject to the provisions of Article 8.04 (b) and (c). Employees may also bid on unfilled positions as long as the total hours to which they are then committed does not exceed forty (40) hours per week.
- (9) After the bidding process has been completed, employees will be requested by the Employer to complete a form, indicating other hours of their availability for vacation/sick relief, catering, etc. These hours will be filled on a classification seniority basis, provided the employee has the ability to do the job.
- (10) If new jobs become available after the bidding process has been completed (for example, an employee in a position terminates, a new job of more than thirty (30) days in duration is created, an employee goes on a leave of absence or vacation for more than thirty (30) days, etc.) the jobs will be posted and employees within the same classification seniority will be considered first and then other employees will be considered on the basis of their House seniority.
- (11) It is recognized that the shift schedules posted for the Fall/Spring and the Summer semesters can only prescribe the hours that the Employer reasonably believes will prevail for those semesters for those particular classifications.
- (12) Business circumstances, business fluctuations and other extenuating circumstances may necessitate the periodic reduction of hours for particular classifications. When there is a reduction of hours for a classification within a specific time parameter (that is, for employees in that classification having the same daily start and finish times), the employee(s) with the least classification seniority shall have their hours reduced before more senior employees in that classification working in that particular time parameter have their hours reduced. This provision is subject to the more senior employee(s) being able to perform the specific job tasks.

- (13) The semester breaks in April, August and December will result in the temporary closure or curtailment of certain parts of the business operations for the semester break. In these circumstances, the employee in those units of operation who no longer have any work to perform will be laid off and they will have layoff rights pursuant to Article 8.04 (c) of the Collective Agreement.
- (14) Furthermore, during the three (3) semester breaks, there will be reductions in the hours of work for classifications in work units that will remain open during the semester break. During these semester breaks, subject to operational needs, and subject to employees' abilities to perform job tasks, the Employer will make every reasonable effort to retain, within a classification, shifts of longer duration in deference to shifts of shorter duration.

Dated this _____ day of _____, 2006.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING #6

between

**CHARTWELLS DINING SERVICES
A Member of Compass Group Canada
(the Employer)**

and

**UNITE HERE, LOCAL 40
(the Union)**

Re: Work Schedules

The Employer is expected to plan its work schedules for bargaining unit members in a reasonable and sensible manner so that there are sufficient bargaining unit employees scheduled to work to be able to handle the volume of bargaining unit work that is expected to arise during any particular shift.

The Employer should not and cannot establish work schedules for bargaining unit employees that are so unreasonable and unrealistic that the bargaining unit employees who would be working could not be expected to cope with that workload. Based on the Employer's knowledge of, or anticipation of the workload that will arise during any particular shift, sufficient bargaining unit employees will be scheduled to work to be able to deal with that workload.

Furthermore, the Employer is expected to build into its planning process for the establishment of work schedules for bargaining unit employees reasonable consideration for unplanned, unanticipated, and unpredictable needs/situations that might arise.

Assuming that the work schedules for bargaining unit employees have been established based on this governing principle (that is, the Employer is expected to adequately and properly schedule and staff bargaining unit employees), management personnel may perform bargaining unit work under the following type of circumstances:

First, during rare and abnormally hectic time periods when there are extraordinary customer needs and all bargaining unit employees are working full hours or are on requested time off.

Second, when, on a particular shift in a particular department all bargaining unit employees who have been scheduled to work do not show up for work and the Employer is unable to readily replace the absent bargaining unit members.

Third, when there is an unexpected/unanticipated/emergent customer service need, and the bargaining unit employees on that particular shift are otherwise occupied/busy and cannot address the customer service need in a timely/efficient manner.

Fourth, when the bargaining unit work that needs to be performed is of a minor nature in terms of the time involved or the actual work to be performed and bargaining unit employees are not otherwise readily available to perform that work.

Dated this _____ day of _____, 2006.

FOR THE EMPLOYER:

FOR THE UNION:

COLLECTIVE AGREEMENT

between

Chartwells, A Member of Compass Group Canada
Located at
Simon Fraser University

(Hereinafter referred to as “Employer”)

PARTY OF THE FIRST PART

and

UNITE HERE, LOCAL 40
#100-4853 Hastings Street
Burnaby, BC V5C 2L1

Affiliated with UNITE HERE, A.F. of L., C.I.O. and C.L.C.

(Hereinafter referred to as “Union”)

PARTY OF THE SECOND PART

September 1st, 2006 – August 31st, 2010

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