

Presented to the Union on: September 1, 2011 at 9:45pm (approx)

Proposed Memorandum of Agreement tabled by the SFSS

This proposal is being offered by the SFSS as a compromise of current bargaining objectives in an effort to reach a deal and end the lockout that has been in effect since July 11, 2011. The Employer is committed to achieving a collective agreement which provides the Employer with the ability to responsibly manage the Society's operations in the face of the changing realities and constraints while at the same time offering services to students. The Employer is also committed to focusing on more student employment than currently exists. The proposal is designed so that the Union's "5 year plan" presented to the Employer on July 28, 2011 can be seen to completion and that the Society is returned to a financially viable position, as recommended by the Society's auditors. The proposal is designed to have little to no impact on current employees of the Society. The aim is to create the opportunity for long-term financial accountability to the Society and stability for current Employees.

Memorandum of Agreement

Between

The Simon Fraser Student Society

And

Canadian Union of Public Employees, Local 3338

This Memorandum of Agreement between the Parties constitutes the settlement of all outstanding collective bargaining issues with respect to a new collective agreement.

This Memorandum of Agreement is subject to ratification by the principles of the parties signatory hereto and both parties agree to recommend, to their respective principles, acceptance of all of the terms and conditions contained in the new collective agreement.

All of the amendments to the terms and conditions of the new collective agreement are as follows:

1. All previously signed off tentative agreements

T-1 Article 1: General Purpose, February 19, 2010

T-2 Article 2: Recognition, February 19, 2010

T-3 Article 3: Definition of Employer, February 19, 2010

T-4 Article 4: Definition of Employees, March 12, 2010

T-5 Article 7: Employee Information and Confidentiality, June 23, 2010

T-6 Article 6: No Discrimination, July 15, 2010

T-7 Article 17: Staff Meetings, June 23, 2010

T-8 Article 12 Union Meetings, October 13, 2010

T-9 Article 5(4) and 41: Working Conditions and Grievance Procedure, October 13, 2010

T-10 Article 22 and 24: Office Holidays and Semester Time Off, November 18, 2010

T-11 Article 25: Special Leaves, March 3, 2011

T-12 Article 28: Pregnancy, Parental and Extended Parental Leaves, March 3, 2011

T-13 Article 36.1: Hiring, March 3, 2011

T-14 Article 38: Probationary Period, March 25, 2011

2. Article 26 – Employee Education and Development Leave: (as proposed in M-1)

3. Article 35 Revised as follows:

Article 35: Creating New Positions

1. The Employer shall maintain a minimum of eleven point four (11.4) full time equivalent positions, where one full time equivalency is equal to 70 hours per pay period. The eleven point four (11.4) shall be reduced to six point four (6.4) by attrition. This attrition shall occur when a Permanent Employee who is employed by the Employer as of July 10, 2011 leaves the bargaining unit.

a. The Employer will maintain six (6) positions at 70 hours pay period.

2. Attrition will occur when a Permanent Employee employed on July 10, 2011 leaves the bargaining unit. Where the Employee is employed for 70 hours per pay period the FTE shall be reduced by one (1). Where the Employee is employed for 56 hours per pay period the FTE shall be reduced by zero point eight (0.8).

3. Any reduction in hours of work shall be in accordance with Article 37.

4. The Employer may reorganize the workplace, or change the duties and or titles of bargaining unit positions in accordance with Article 5. The Employer may create new bargaining unit positions in any classification as the need arises.

5. The Employer reserves the right to create non-union supervisory positions, including a General Manager or Executive Director, provided such positions are excluded and do not perform the work of the bargaining unit, except in the case of emergency or training.

4. Article 37 – Layoff and Recall: (as proposed by Union on August 26, 2011 with amendment to read have 37.3(b) to say 90 calendar days to reflect probationary period language) Note: 37.2(a) the parties agree that there is no need for the one

month notice because with Permanent Replacement it is not a layoff but their term is over.

5. Article 42 – Hours of Work: (As proposed in M-31, as amended August 2, 2011.)
6. Article 32 – Medical and Dental Plans: (as proposed by in U-4, tabled on March 3, 2011)
7. Revise Article 44 as follows

Article 44: Wages

1. The wages of all Permanent Employees who were employed by the Employer on July 10, 2011 shall have their wages grandfathered at \$30.48 per hour. The wages of all Student Employees who were employed by the Employer on July 10, 2011 shall have their wages grandfathered at \$21.98 per hour.
 - a. In the event of bumping, the “bumper” shall continue to have their wages grandfathered.
 - b. Employees who are employed as Permanent Replacements on July 10, 2011 shall have their wages grandfathered in the event that the employee that they were hired to replace does not return to their position and the replacement is hired as a Permanent.
 - c. If a grandfathered Employee goes on leave, the new Permanent Replacement will be paid at the new wage rate as set out below.
2. Effective the signing of this Agreement, new Permanent Employees shall be paid an hourly rate as follows:

Starting Wage:	\$23.00
Two Years:	\$23.50
Four Years:	\$24.00
Six Years:	\$24.50

3. Effective the signing of this Agreement, new Student and Term Employees shall be paid an hourly rate as set out below:

Starting Wage:	\$13.00
One Year:	\$13.25
Two Years:	\$13.50
Three Years:	\$13.75
Four Years:	\$14.00

4. Wage increases for Employees employed on July 10, 2011 employees:

0% September 1, 2011
0% September 1, 2012
0% September 1, 2013
1% September 1, 2014
1% September 1, 2015

5. Permanent and Replacement Permanent Employees COLA

- a) COLA will be based on the latest available StatsCan CPI (Vancouver, all items, not seasonally adjusted).
- b) The annual period will be January 1 to December 31.
- c) The calculation will be based on comparing the current year's CPI rate with the pervious year's CPI rate.
- d) In the event of a negative change, there will be no increase for that year.
- e) It is understood that there will be a delay in the payment of COLA because of the CPI published date, therefore payment for COLA will occur in February of the following year.
- f) Notwithstanding the above, the maximum cumulative of the COLA increase for each fiscal year is not to exceed 2.5%.
- g) The COLA will be suspended until a new Collective Agreement is ratified.

6. Pay Period: Employees shall be paid every two weeks.

8. Revise Article 45 to read 7 year deal

Article 45: Duration

- 1) This Agreement shall be binding and remain in effect from September 1, 2009 to and including **August 31, 2016**, and shall be renewed from year to year thereafter unless either Party gives notice to the other Party in writing at least two months prior to the expiration date, that it desires to terminate or amend its provisions.

Where notice to amend this Agreement is given by one Party within the time period required, and where the other Party agrees to enter into negotiations, the provisions of this agreement shall continue in force until:

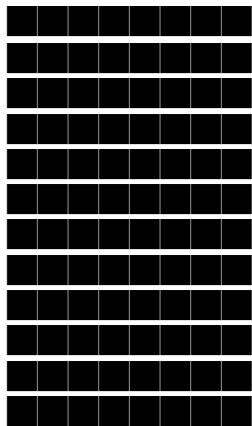
- a) A new Collective Agreement is signed; or
- b) The commencement of a lockout by the Employer, or a strike by the Union, as defined in the Labour Code of British Columbia.

The Parties agree to specifically exclude the operations of subsection 50 (2) and 50 (3) of the Labour Relations Code of British Columbia.

Letter of Agreement
Between
The Simon Fraser Student Society ("the Employer")
And
The Canadian Union of Public Employees 3338 ("the Union")

Without prejudice and without precedent:

The Employer agrees that, **even in the event of attrition of staff**, the following Permanent employees shall not see a reduction in hours for 2 years following the ratification of the Collective Agreement:

 [Names removed for online publication]

This list does not prevent the Employer from reorganizing or rewriting job descriptions.

Should any of the above-mentioned employees leave the employment of the Society, the FTE count shall be reduced in accordance with Article 35.1 **and that individual shall lose the rights outlined in this letter.**

Notwithstanding the above, if the referendum is not successful then the number eleven point four (11.4) FTE referred to in Article 35.1 will be reduced to ten point four (10.4) and the SFSS Board of Directors will hold a second referendum to seek an additional \$5 per full time student and \$2.50 per part time student.

Date: ____

For the Employer

For the Union

Letter of Agreement
Between
The Simon Fraser Student Society
(The Employer)
and
The Canadian Union of Public Employees, Local 3338
(The Union)

The parties agree without prejudice or precedent that the Simon Fraser Student Society **Board of Directors** will:

Hold a referendum on the reallocation of funds from the Space Expansion Fee at the next **regularly scheduled election**.

The referendum shall ask that \$5.00 per fulltime and \$2.50 per part-time student be reallocated from the Space Expansion Fee and allocated according to the following breakdown:

- \$1.25 to Department Student Unions
- \$1.25 to Student Clubs
- \$0.50 to Out On Campus
- \$0.50 to the Women's Centre
- \$0.25 to the Bursary contribution
- \$0.25 to Events
- \$1.00 to the operating fund

This shall be prorated for part-time students.

The purpose of the referendum will be to guarantee funding for SFSS budget areas as well as create additional space in the operating fund to cover increased operational expenditures due to inflation (i.e. financial audit, insurance, building operating costs, etc.).

The Simon Fraser Student Society Board of Directors will register on the "Yes" side of the campaign and act in good faith in support of the referendum.

The Staff of the SFSS will be allowed to support the Board of Directors in accordance with their job descriptions in support of the "Yes" campaign.

If the referendum is not successful then the number eleven point four (11.4) FTE referred to in Article 35.1 will be reduced to ten point four (10.4) and the SFSS Board of Directors will hold a second referendum to seek an additional \$5 per full time student and \$2.50 per part time student.

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Between
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Without Prejudice and without precedent:

Employees not on leave on July 10, 2011 shall receive back to work bonuses in the following manner:

- Permanent Employees shall receive \$500
- Part-time Permanent Employees shall receive \$400
- Student Employees shall receive \$170

This return to work bonus offer will expires at 12:00pm on Friday September 2, 2011.

Date: _____

For the Employer

For the Union