LETTER OF UNDERSTANDING- RESIDENCE AND HOUSING

Glossary of terms

This Letter of Understanding covers the following Residence Student Staff members:

IPA: International Programming Assistant.
PA: Programming Assistant.
OA: Orientation Assistant
AC: Area Coordinator.
CA: Community Advisor.
CSM: Community Monitors.
LLCA: Living Learning Community Advisor.
SSCA: Summer Senior Community Advisor.

Academic Year: Refers to the Fall and Spring semesters which run from September through December and January through April respectively. A Residence Student Staff member who is employed for the Academic Year is understood to be employed for both semesters.

Employer Scheduled Shift: A shift that is scheduled by the employer. Whenever possible, employee availability and time off requests will be considered when scheduling shifts. Examples of Employer Scheduled Shifts include, but are not limited to individual meetings with supervisors, In-night shifts, staff meetings, staff training, and employer scheduled rounds of residence.

Employee Scheduled Shifts: Work that is scheduled, managed, and completed by the employee. Examples of Employee Scheduled Shifts include, but are not limited to facilitating a program/event in residence, completing planned check-ins with residents, and taking residents to events/programs on campus.

Hourly Employees: These are Residence Student Staff members who are paid on an hourly basis. They include employees appointed to the following positions:

IPA: International Programming Assistant.
PA: Programming Assistant.
OA: Orientation Assistant

Hours Reporting Form: A document used by Residence Student Staff and their supervisors to track hours worked throughout the term of their employment.
In-night Shift: A shift completed by ACs, CAs, LLCAs, and SSCAs that includes but is not limited to completing rounds of the residence community, carrying an assigned SFU cell phone and responding to student requests for assistance.

Master Agreement: Refers to the Collective Agreement between Simon Fraser University and CUPE, Local 3338.

Residence Student Staff: For the purposes of this agreement “Residence Student Staff” refers to the AC, CA, CSM, LLCA, IPA, OA, PA, and SSCA.

Stipend Employees: These are Residence Student Staff members who are paid by stipend. They include employees appointed to the following positions:

- AC: Area Coordinator.
- CA: Community Advisor.
- CSM: Community Monitors.
- LLCA: Living Learning Community Advisor.
- SSCA: Summer Senior Community Advisor.

Summer Semester: Refers to the summer academic semester which runs from May through August. A Residence Student Staff member who is employed for the Summer Semester is understood to be employed for the full four (4) month period.

Winter Closure: When applicable, this includes the period of time when the University is officially closed from Christmas Eve day through New Year’s day.

Returning Residence Student Staff

Any currently employed Residence Student Staff having expressed an intention to return to the same role, and having received a satisfactory recommendation from their supervisor (based on the departmental evaluation process and subsequent performance) will be re-hired.

The supervisor will ensure that the employee is aware of the reasons for an unsatisfactory recommendation prior to giving the recommendation to the hiring committee. Whenever reasonably possible, employees will be informed in a timely manner of any issues that may lead to an unsatisfactory recommendation and will be provided the opportunity to make improvements prior to the supervisor giving an unsatisfactory recommendation to the hiring committee.

Re-hire will be conditional upon the availability of positions. To be eligible for re-hire, the employee must meet all requirements for hire as provided in the “Posting and Appointment” clause. A student who resigns from their appointment with Residence and Housing, or who is not re-appointed to a Residence Student Staff position for three (3) or more consecutive semesters, will have to apply through the standard posting and appointment process and will not have re-hire rights. Students who are not re-appointed, for three (3) or more consecutive semesters shall be considered for re-hire prior to hiring any new employees.
Residence & Housing will establish a detailed priority system for use in any selection between applicants with re-hire rights. The detailed priority system will be posted in a prominent location on the departmental website and will be forwarded to the Union office when it is first posted and each time it is amended. Disagreements concerning the detailed priority system shall be resolved by the Labour/Management committee. If unresolved, the matter may be grieved.

If it appears that, in any given year, too many current employees want to return to their role, positions will be offered based on the detailed priority system.

**Posting and Appointment**

The number and nature of positions required for each summer semester and academic year will be determined by the employer.

A student must meet all eligibility requirements for hire before being considered for a Residence Student Staff position. This criteria is inclusive of eligibility to live in residence.

**IPA, PA, and OA Appointments**

IPA and PA will normally be appointed for the Academic year from mid-August to the end of April (Academic Year).

The OA will normally be appointed from mid-April to November.

The IPA, PA, and OA are hourly positions. The provisions in the Collective Agreement that deal with overtime, hours of work, shifts and shift differentials, meal periods, relief periods, paid holidays, payment of wages, and official university closure will apply to these positions.

**Semester/Breaks/Days of Rest**

ACs, CAs, and CSMs will normally be appointed from mid-August to the end of April (Academic Year) and from the last week of April to the last week of August (Summer Semester).

LCCAs will normally be appointed from mid-August to the end of April (Academic Year).

SSCAs will normally be appointed from the last week of April to the last week of August (Summer Semester).

Residence Student Staff will carry out their responsibilities intermittently throughout the day and / or night. Unless mutually agreed upon by the employee and their supervisor, the shift schedule will be issued monthly and will define shift times and dates. Shifts required by the employer will normally go no later than:

- 11:00 p.m. for shifts scheduled on Sunday through Thursday.
- 2:00 a.m. for shifts scheduled to begin on Friday and end Saturday, and for shifts scheduled to begin on Saturday and end Sunday.
Recognizing that Residence Student Staff will, within the limits identified on the Hours Reporting Form, self-schedule to a large extent, they will be provided with sufficient opportunity for breaks during training periods and In-night Shifts that exceed 4 hours. Unless self-scheduled, Residence Student Staff will have ten (10) consecutive hours free from work following an employer-scheduled shift.

The parties intend that Residence Student Staff will have two (2) days per week (Sunday to Saturday) without employer-scheduled shifts unless the employee gives their consent in writing. Such consent may be withdrawn by the employee with thirty (30) days' notice to the Employer. Employer-scheduled shifts are identified in the Hours Reporting Form.

**Hours of Work**

**Academic Year (Fall & Spring Semesters)**

CA appointments are for 478 hours.

AC appointments are for 570 hours.

LLCA appointments are for 526 hours.

CSM appointments are for 139 hours.

Employees and their supervisor will review hours at least once approximately halfway through the appointment (e.g. End of Fall semester) to ensure they are tracking assigned responsibilities and expectations.

**Summer Semester**

CA appointments are for 257 hours.

AC appointments are for 303 hours.

SSCA appointments are for 295 hours.

CSM appointments are for 73 hours.

Employees and their supervisor will review hours approximately halfway through the appointment to ensure they are tracking assigned responsibilities and expectations.

**University Breaks**

During the Winter Closure, an employee is not required to work. As there are students living in residence during Winter Closure, Residence Student Staff support may be needed. For this reason, there may be optional shifts available to those wishing to complete extra shifts for additional compensation as outlined in the Optional Shifts section.

Official University Closure will not apply to stipend employees.
Optional Shifts

For stipend employees, optional shifts may include, but are not limited to, In-night Shifts during Winter Closure and In-night Shifts between semesters.

These shifts will be compensated as follows and do not include the Hours of Work listed above:

- Minimum wage per hour.
- The employer will establish lists of employees who are qualified to perform various kinds of work and will offer optional shifts by an equal opportunity rotation for such work.

Employee Misconduct

Employees who engage in misconduct will be subject to progressive discipline as outlined in Article 11.

The parties acknowledge that certain forms of misconduct are sufficiently serious as to warrant an expedited process.

Unreported Absences

When an employee is unable to work an employer-scheduled shift, they are responsible for advising their supervisor prior to the start of their shift. On the first occasion an employee does not attend an employer-scheduled shift, without first informing their supervisor, he/she will receive a written warning. On the second occasion, he/she may receive a suspension. The third occasion may result in termination.

Where an employee has been disciplined pursuant to this article, but has subsequently worked for three (3) full semesters with no further discipline related to unreported absences, their disciplinary record involving unreported absences will be reduced by one step.

Academic Leave

The University will make every reasonable effort not to schedule or reschedule employer-scheduled shifts in such a way that it conflicts with an employee’s University scheduled academic duties (e.g. classes, conferences or an examination). Where a conflict exists between an employee’s University scheduled academic duties and the employer-scheduled shifts, the employee and their supervisor will attempt to resolve the conflict. If that is not possible, the Manager of Residence Life and the Union must be notified expeditiously so that every effort can be made to assist in finding a solution, and the University will resolve the conflict in a manner least disruptive to the employee and the University.

Pregnancy and Parental Leaves:

Employees are entitled to Pregnancy and Parental Leave as specified under the British Columbia Employment Standards Act. The employee will be returned to their original position if their appointment has not expired, and they are registered as a full-time student. If the term has expired, and the employee is registered as a full-time student, the employee remains eligible for rehire under the “Returning Residence Student Staff” clause.
Employee Absences:

Employees who are absent and are unable to attend their employer-scheduled shifts will advise their Supervisor prior to the start of their employer-scheduled shift. If the absence is as a result of an illness which continues beyond three days, or is expected at the outset to be more than three days, the employee will advise their supervisor of their anticipated return date. The Supervisor will arrange for interim coverage, when necessary, and may request a physician’s certificate.

Hourly employees will not be compensated for missed shifts.

If the stipend employee is absent, their stipend will be reduced by 1/170th for each day missed, for those employees appointed over the Academic Year, or by 1/85th for each day missed, for those employees appointed over the Summer Semester. Alternatively, the employee may have the option of exchanging shifts with another employee or asking the Supervisor to be involved in making an exchange possible. Shift exchanges will normally take place in the schedule period within which the absence occurred and shall be arranged by mutual agreement between the employee and the supervisor.

Adjustments in workload related to an employee’s absence, which reduce the total compensation received by an employee, will be deducted from the employee’s subsequent paycheques until repayment is complete. If an employee owes money to the University at the end of their appointment, the employee will normally be required to repay all outstanding amounts before being considered for re-hire as a returning Residence Student Staff. This condition may be waived by mutual agreement between the Union and the supervisor.

Compassionate Leave

Stipend employees shall be recorded as having worked Employer Scheduled hours over the leave period according to the number of Employer Scheduled hours worked in the in the bi-weekly pay period immediately preceding the compassionate leave. The number of Employee Scheduled hours that will be recorded as having been worked over the leave period will be determined through consultation between the employee and their supervisor.

Short Term Leave Without Pay (Up To 4 Weeks)

a) An employee may arrange to exchange employer-scheduled shifts with another dually qualified employee or employees acceptable to the University for short periods (up to and including 7 days). The employees involved agree to self-schedule the shifts, ensuring that the required shifts are fully covered. This substitution must be approved by the supervisor in advance.

b) An employee needing a leave without pay for between 8 days and 4 weeks must make the request in writing to their supervisor at least two weeks in advance. The request will not be unreasonably denied. If the request is approved, the supervisor may be involved in arranging the exchange of shifts with another employee or employees.
Leave For Court Duty
Leaves for court duty will be governed pursuant to the Master Agreement.

Job Descriptions
(a) Existing and new job descriptions summarizing the general nature of the duties assigned by the University for AC/CA/LLCA/SSCA/CSM positions within Residence and Housing will be copied to the Union and all relevant employees and supervisors.

(b) Existing and new job descriptions for PA/OA/IPA positions will be governed pursuant to the Master Agreement.

Uniforms
Employees shall be issued an SFU ID tag and SFU apparel to identify them as University employees. These shall be supplied by the University on a yearly basis. All employees issued such ID Tags and apparel shall wear them during “on duty” hours and shall take reasonable care of them.

Training Hours
The educational development of leadership skills is central to the existence and strength of the SFU Residence Life program. For that reason, in addition to ongoing training throughout the academic year, there will be a training program held immediately before the commencement of a new contract (i.e. the start of the Summer and Fall semesters). These training programs will consist of mandatory and optional workshops and events. An employee’s attendance is at the discretion of management and may not be required if the employee has already completed similar training in the past. Where mutually agreed between the employee and the supervisor, returning Residence Student Staff may be requested to train other employees as part of their normal duties.

Training days will not exceed 7.0 hours of mandatory time. No employee normally shall work longer than four (4) hours without at least one-half (1/2) hour off for the purpose of eating lunch. Employees eating lunch shall not be interrupted during such lunch period. All employees shall be entitled to two (2) fifteen (15) minute breaks each day.

Labour/Management Meetings
The parties agree to hold regular Labour/Management meetings at the request of either party. The purpose of these meetings shall be to discuss and attempt to settle any difference of opinion on matters of concern between the parties.
Compensation

Hourly employees (OAs, PAs, and IPAs) will be compensated based on an hourly basis consistent with their assigned salary grade and in accordance with the WJQ salary schedule set out in Appendix A-1 of the Master Agreement.

Compensation for Stipend employees per term:

- CA appointments will receive $4088;
- AC appointments will receive $5088;
- LLCA and SSCA appointments will receive $4588;
- CSM appointments will receive $1120.

The stipends will be increased relative to the general wage increases negotiated through collective bargaining (April 1, 2019 – March 31, 2022).

Residence and Housing employees who are required to purchase a meal plan shall be given an additional $150 per term.

Benefits

Hourly Residence Student Staff shall be covered by Article 52 of the Master Agreement.

Residence Student Staff paid by stipend will receive no in lieu benefits, as a result of increased in base compensation.

Terms of the Agreement

The term of this agreement shall be binding and will remain in effect from the date of ratification/approval until March 31, 2022. All terms pertaining to Compensation and Benefits are retroactive to January 1, 2019.

Failing agreement to amend by March 31, 2022 the Agreement will continue in force until a new agreement is reached.
Common Clauses

Identifies common clauses between the CUPE Collective Agreement and the Letter of Understanding – Residence and Housing.

Article 1: Purpose
Article 3: Union Recognition and Checkoff of Union Dues
Article 4: Union Security
Article 6: Union/University Relations
Article 7: Human Rights
Article 8: Management of the University
Article 9: Grievance Procedure (excluding 9.01)
Article 10: Arbitration
Article 11: Suspension, Termination, Resignation
Article 12: Seniority
Article 18: Bonding
Article 20: Use of University Facilities
Article 39: Elections
Article 40: Court Duty
Article 46: Safety and Working Conditions
Article 47: Protective Clothing and Equipment
Article 51.06(a) Workers’ Compensation
Article 51.07 Employment Insurance
Article 51.11 Liability Insurance
Article 53: Payment of Wages and Wage Rates
Article 54: Terms of the Agreement
Article 55: Financial Information

---

1 Residence Student Staff are not temporary employees as defined in Article 2.01(c).