

TSSU Reply to Jon Driver November 14, 2012 Communication

Dr. Driver has sent out a communication this afternoon outlining what purports to be progress at the bargaining table with TSSU. Comments have been provided below in relation to the specific claims contained therein. However, some general context is useful:

1. We commenced bargaining with SFU in June of 2010 – some 27 months ago;
2. Although some encouraging progress has been made at the table since strike action commenced, most of the priority issues for TSSU remain unaddressed;
3. We continue to pursue work for Graduates, as a priority, and continue to be frustrated by SFU's refusal to address this important issue;
4. We have lowered our immediate expectations for our Sessional members in light of SFU's intransigence. Our latest proposal is that SFU must advise Sessionals when they acquire the very defective Right of First Refusal. SFU ignored this proposal;
5. Our members who are on-going employees of SFU in ELC/ITP have none of their substantive issues addressed in any of SFU's current proposals at the table;
6. The employer's response to our monetary proposals, including the childcare bursary, represents a significant offloading of administrative responsibility onto the Union, and does nothing to alleviate many of the real financial concerns of our members. As well, SFU did not provide the information required to cost a proposal until 5:00 p.m. on November 7th, and the information was inaccurate. SFU then saw fit to criticize TSSU's costing, which was based on the data SFU provided;
7. In the comments below, we have highlighted where there are serious problems with their representation of fact.
8. Please note: many of the actual agreements listed below are "housekeeping" matters, which means an insignificant change that does not alter the meaning of the current language (such as changing the name of a Faculty, etc.);
9. It is highly unfortunate that Dr. Driver has been misled as to the status and significance of various items at the bargaining table. It is indicative, however, of the basis for TSSU's frustration as to the current bargaining process;

In the following pages, we have removed Dr. Driver's introductory remarks, focused on the specific claims and classified them into several groups: a) those items requiring context, b) those which are simply incorrect and c) those which are truthfully stated. We have maintained the numbering from Dr. Driver's original list and italicized the direct quotes from Dr. Driver's email, for ease of comparison.

a) Items which require more context

1. All TSSU job postings will be posted on the departmental websites as well as centralized on a single University website.

This proposal is not finalized. The Posting language has not been agreed to. TSSU offered, if there was agreement on a third party resolution to the issue of a “date” for posting, that we would agree to the proposal as an interim solution until a decision is made. In its usual style, SFU ignored our written submission to that effect. A single date for posting and awarding is required to make this proposal work properly.

3. Where a TA or the Union believes that there is a workload issue in a specific course the Union may request a copy of the Workload Review Form in addition to the Time Use Guideline.

This is current Collective Agreement language, with the exception of the reference to a “Workload Review Form” which is a new Form.

5. In the assignment of instruction contact hours for ELC/ITP (English Language and Culture/Interpretation and Translation Program)instructors, the University will ensure, as far as possible, consideration of employee preference and seniority

This is existing practice and is, therefore, simply a housekeeping change.

11. The professional development allocation for ELC/ITP instructors which was set to expire with the current collective agreement will be renewed and any funds that are not used in one year will be carried over to the next year.

TSSU argued that the carry over was in the current language. The agreement renews a very limited fund (\$3000 per year shared between 26 people, as opposed to the \$700 per person per year, that can accumulate up to \$2100 per person, available to other continuing employees)

13. TSSU employees will be compensated for the new statutory holiday – Family Day.

It would be surprising if SFU refused to agree to the **minimum Employment Standard in the province**, applicable to all non union employees, as well as all other SFU employees. Similarly, SFU has failed to note that, after many months they finally agreed to comply with the law on Occupational Health and Safety. It is interesting that this item is missing from Dr. Driver’s list.

b) Items which are false or misleading

4. There will be Appointment Priority for qualified graduate students who have previously demonstrated satisfactory performance as a Tutor Marker.

This is not an agreement. This is current Collective Agreement language and DOES NOT constitute a new agreement

9. The current surplus in the childcare bursary fund will be distributed according to TSSU priorities, as they see fit.

This is not true. TSSU offered to allow the use of the accumulation in the fund to address some pressing issues, ONLY if SFU would agree that the Bursary would be transformed into a fund, and continue to be administered by SFU.

14. The University offered a general wage increase of 2% effective May 1, 2012 and an additional 2% effective May 1, 2013. The University agreed to TSSU's proposal to delay the implementation of the first 2% general wage increase in order to create a pool of one-time money. The only thing that remains outstanding is the specific method to distribute the savings achieved from delaying the first 2% general wage increase.

This is not true. TSSU did not make a blanket proposal, we made a specific proposal, based on the costing information given to us late on the final day of mediation and our proposal to improve benefits, etc. There is NO AGREEMENT to delay any wage increase

15. The University and TSSU agreed to the establishment of a joint working group to continue discussion on issues not resolved during the current negotiations. In particular, we are interested in the opportunity to consolidate and streamline the collective agreement, and to remove ambiguities that could result in disputes about interpretation of language. In light of the importance TSSU placed on the issue of Sessional Instructor seniority rights, the University agreed that the first item to be addressed by the working group should be the issue of sessional instructor reappointments including possible alternatives/amendments to the Right of First Refusal language in the current collective agreement.

This is not true. The document introduced by SFU on November 4, 2012 does not "prioritize" any of the multitude of issues to go to a committee. The committee is necessitated by SFUs failure to bargain during the first 2 ½ years.

17. Graduate students will have increased priority for TA and TM positions; notably, qualified graduate students from other departments will have higher priority than external hires or undergraduates

This is not true. SFU will not agree that graduate students from other departments can actually access work ahead of Undergraduates and Externals

18. Currently the University contributes \$50,000 per annum to a childcare bursary, managed through Financial Aid. TSSU wanted the current childcare bursary converted to a fund rather than a bursary, thus eliminating all of the income qualifications that apply to all bursaries. The University agreed to give the current childcare bursary and the annual \$50,000 University contribution to this fund to TSSU to administer as they see fit, and at their sole discretion. In the alternative the University informed the Union that if, for whatever reason, they did not wish to administer the childcare fund the current language would continue to apply.

SFU's current proposal is a concession. Please see comment on (9) above. SFU must live up to its previous commitment to administer this money. Devolving this responsibility to the Union is offloading costs on the backs of our members, and does not reflect the spirit of either TSSU's proposal; it is a concession.

19. The current arrangements for compensating TAs in "W" courses will be renewed.

This is not true. There are no current contract provisions in relation to any additional compensation for TAs for W courses.

c) Items which are agreements and are truthfully stated

2. There will be a mandatory workload review for all TA/TM positions with the corresponding elimination of the current automatic workload review "triggers"

6. Employees will receive copies of all disciplinary letters prior to the inclusion of such letters to the employees file

7. Shorter waiting period for temporary ELC/ITP instructors to be placed on the seniority list.

8. Shorter time period (36 months to 24 months) for removal of adverse reports from ELC/ITP instructor's employment file.

10. The probationary period for ELC/ITP instructors will be reduced

12. TA/TM employment and re-employment will no longer require maintenance of satisfactory academic performance

16. Various housekeeping provisions involving TAs/TMs as well as ELC/ITP instructors.