

**COMPREHENSIVE PROPOSAL TO SETTLE COLLECTIVE  
BARGAINING**

**Simon Fraser University and TSSU**

**September 13, 2015**

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**The Parties agree to the following as a comprehensive settlement to Collective Bargaining:**

- All previously agreed-to items form part of this comprehensive Agreement.
- All proposals *not* previously agreed to and *not* included in this package are deemed to be withdrawn.
- All language changes below will be implemented effective the date of ratification or the date of approval by the Employee Relations Committee of the Board of Governors whichever is later unless mutually agreed by the parties.
- The parties agree to recommend this tentative settlement agreement to their principals.

The Collective Agreement is to be amended to reflect previously agreed-to items and:

**Monetary Offer:**

**Option A**

The following consists as the University's monetary offer as full and final settlement of a five year collective agreement with TSSU May 1, 2014 to April 30, 2019.

- Effective May 1, 2015, the University will provide a 1.0% general wage increase.
- Effective May 1, 2016, the University will provide a 0.5% general wage increase.
- Effective March 1, 2017, the University will provide a 1.0% general wage increase.
- Effective May 1, 2017, the University will provide a 0.5% general wage increase.
- Effective March 1, 2018, the University will provide a 1.0% general wage increase.
- Effective May 1, 2018, the University will provide a 0.5% general wage increase.
- Effective March 1, 2019, the University will provide a 1.0% general wage increase.
- Economic Stability payment as provided in the Letter of Agreement entitled "Economic Stability Payment", (attached hereto and marked Appendix, \_\_).

**OR**

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**Option B**

The following consists as the University's monetary offer as full and final settlement of a five year collective agreement with TSSU May 1, 2014 to April 30, 2019.

- Effective May 1, 2015, the University will provide a 1% general wage increase.
- Effective May 1, 2016, the University will provide a 0.5% general wage increase.
- Effective May 1, 2017, the University will provide a 1.5% general wage increase.
- Effective May 1, 2018, the University will provide a 1.5% general wage increase.
- Effective April 30, 2019, the University will provide a 1% general wage increase.
  
- Economic Stability payment as provided in the Letter of Agreement entitled "Economic Stability Payment", (attached hereto and marked Appendix, TBD).
- The salary savings achieved by the salary implementation dates as noted above result in one time funds that will be provided to the TSSU which will hold this fund for training and professional development for the ELC/ITP employees. The University will make three payments to the Fund on the following dates in the following amounts.
  - \$41,473 effective May 1, 2016
  - \$43,341 effective May 1, 2017
  - \$44,544 effective May 1, 2018

The Union will be responsible for and have sole discretion for the administration of the Fund.

(see letter of agreement below)

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LETTER OF AGREEMENT

Between

SIMON FRASER UNIVERSITY  
(the “University”)

and

The Teaching Support Staff Union  
(the “Union”)

The Parties agree that a fund will be established for training and development purposes directed towards ELC/ITP employees of the Union (the “Fund”).

The Fund will be held by the Union. The University will make three payments to the Fund on the following dates:

- May 1, 2016: \$41,473
- May 1, 2017: \$43,341
- May 1, 2018: \$44,544

The Union will be responsible for and have sole discretion for the administration of the Fund.

\_\_\_\_\_  
For the University

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**APPENDIX \_\_\_\_**

**LETTER OF AGREEMENT**

Between

Simon Fraser University  
(the “University”)

And

Teaching Support Staff Union  
(“TSSU”)

**Re ECONOMIC STABILITY DIVIDEND**

**Definitions**

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on May 1, 2014 is May 1, 2014 to April 30, 2015 and each period from May 1 to April 30 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” Is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

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“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

## **The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

## **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers’ associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

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7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers’ associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively May 1, 2016, May 1, 2017, May 1, 2018 and April 30, 2019.

**Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

**Allowable Method of Payment of the Economic Stability Dividend**

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

\_\_\_\_\_  
For the University

\_\_\_\_\_  
For TSSU

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## Non-Monetary Language:

1. Article V.B: Notification
2. Article V.C: Representation on University Bodies
3. Article VI: Union Facilities
4. Article VII.B: Copies of Collective Agreement
5. Article XI: Arbitration
6. Article X.B: Problem Solve
7. Articles XIII.E & XV.E, Appendix C & F: Time Use Guidelines
8. Article XIII.F: Appointment Priority
9. Article XIV.D: Joint Teaching
10. Article XIV.E: Employment Priority
11. Article XV.A: Distance Education Tutor Marker
12. Article XV.C: Duties and Responsibilities
13. Article XV.F: Appointment Priority
14. Article XVI: Position Posting and Offers of Employment
15. Article XXI: Safety and Health
16. L Article III.A.3: Definitions
17. L Article V.A. 4 and 5: Term of Assignment and Workload
18. L Article V.A.7.b: Overtime
19. L Article IX.D: Maintenance of Laid Off List
20. L Article IX.E. 2 and 3: Notice of Recall
21. L Article XI: Time Off for Union Business
22. L Article XII.B: Annual Step Increase
23. Article XXV.D.1: Sick Leave
24. Article XXV.D.2: Personal Leave
25. New Article XXVII: Payment of Wages
26. Article XXVIII: Child Care Bursary

## Article V: Union Representation

### B. Notification

The Union shall ~~regularly~~ notify the University, within two (2) working days, of any changes to the names of its local Executive, Stewards, and members of committees or other bodies specified in this Agreement. In the case of Stewards the Union shall notify the University of the sections of the bargaining unit for which they are responsible.

The Union and the University shall ~~regularly~~ notify each other, within two (2) working days, of any changes to the name and mailing address of the person to whom all correspondence concerning matters covered in the Agreement shall be sent.

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Article V: Union Representation

C. Representation on University Bodies

3.

b. If the Union appointees to the Central University Health and Safety Committee, or subcommittees it may establish, are required to perform duties they will be paid at an hourly rate as set out in Appendix L for time spent on committee duties. ELC-ITP Instructors will be paid the actual rate as set out in the Instructor Pay Scales in L Article XII.

In addition, every Union representative on the Central University Health and Safety Committee, or subcommittees it may establish, shall receive paid training in accordance with the applicable occupational health and safety legislation.

Article VI: Union Facilities

A. Office

The University shall endeavour to provide the Union with the use of two (2) furnished offices. Rent may be charged which includes the cost of providing normal maintenance services. Four (4) months' notice shall be given prior to the relocation or discontinuance of a Union office.

B. Bulletin Boards

The University shall provide bulletin board space of at least one square meter for use by the Union in each department. Normally, bulletin boards shall be accessible to all members of the bargaining unit. Where such access cannot be reasonably provided, the matter will be referred to the Labour-Management Committee for resolution.

Departments may use a portion of the board for job postings, so long as a minimum of two-thirds of the total space is available to the Union. The associated costs where required will be shared equally by the parties provided that the expenditures have been approved by the parties.

C. University Facilities

1. Mail: For individually addressed communications within the University the Union may use campus mail. Union representatives may have reasonable access to

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departmental mailboxes of bargaining unit members for the purpose of distributing notices and other Union communications.

2. For the purposes of access to and charges for University facilities and services, the Union will be afforded the same services and at the same costs as provided the other unions and employee associations.
3. ~~Harbour Centre:~~ At all University campuses, access to facilities is as noted below:
  - a. meeting rooms on request, without cost for normal services, and as available;
  - b. ~~bulletins sent to the Extension Credit Office at Harbour Centre will be posted in the east faculty corridor at Harbour Centre.~~ in addition to the bulletin boards specified in B. above, bulletin boards for the exclusive use of the TSSU shall be provided in mutually agreed locations;
  - c. ~~mail can be directed to TSSU members by name and will be placed in the appropriate mail box at Harbour Centre according to the evening of instruction where a TSSU member's appointment requires work to be performed at location(s) other than the appointing department's campus, the department will direct her/his mail to a mail box at each campus or other location, as directed by the TSSU member.~~

## Article VII: Union Information

### B. Copies of Collective Agreement

The University, through the departments of appointment, shall provide an electronic copy of the current Collective Agreement to all bargaining unit members at the beginning of their initial appointment and at the time a new Collective Agreement is implemented. Hard copies of the current Collective Agreement are available through your Union office or Human Resources. The cost of preparing a sufficient number of copies for this purpose shall be shared equally by the University and the Union. The costs and the number of copies purchased shall be determined by mutual agreement.

## Article XI: Arbitration

### A. General

1. Within ten (10) days of giving notice of its desire to proceed to arbitration the ~~party initiating the arbitration shall notify the other in writing of its nominee to the Board of Arbitration. The~~

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~~second party shall name its nominee within five (5) days of notice by the party desiring arbitration~~ parties shall select a single arbitrator. Within ten (10) days of the Notice to Proceed to Arbitration being given, the parties shall exchange written explanations of their positions on the grievance.

2. ~~The two appointees shall meet within ten (10) days of such notice and select the Chair within five (5) days. No person involved directly in the dispute under consideration shall be a member of the Arbitration Board.~~ Except in the event of a strike or lockout at the University all hearings conducted by the ~~Arbitration Board~~ arbitrator shall, whenever reasonably possible, be conducted at the University ~~at a location other than the Administration Building.~~

3. ~~The Arbitration Board~~ arbitrator shall convene as soon as possible after being ~~constituted selected~~ and shall receive and consider such material evidence and contentions as the parties may offer. The decision of the ~~majority of the Arbitration Board, or failing a majority, the decision of the Chair of the Arbitration Board,~~ arbitrator shall be final and binding on all parties to the dispute.

## B. Powers, Duties and Authority of the ~~Arbitration Board~~ Arbitrator

The ~~Arbitration Board~~ arbitrator shall determine whether the matter ~~before it~~ is arbitrable. The ~~Arbitration Board~~ arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The ~~Board's~~ arbitrator's award must be consistent with the terms of this Agreement.

## C. Time-off to Attend

Where required attendance at arbitration hearings necessitates absence from scheduled teaching assignments, the grievor and one Union representative shall suffer no reduction in compensation to which they would otherwise be entitled as a bargaining unit employee.

## D. Expenses

Each party shall bear one-half (1/2) of the fees and expenses of the arbitrator ~~its own nominee to an Arbitration Board and the parties shall jointly and equally bear the fees and expenses of the~~ ~~Chair.~~ There shall be no cost for the use of University facilities.

## Article X: Grievance Procedure

### B. Problem Solving

The parties to this agreement strongly support an informal problem solving process between the individuals closest to the problem. To this end, an employee who has a problem with any

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employment issue or a potential grievance may meet with the person directly in charge of the employee's execution of her/his duties, or the Chair, in an attempt to resolve it. Prior to the initiation of a Problem Solving meeting at which a Union representative will attend, the Union representative must inform the Director of Labour and Employee Relations.

## Article XIII and XV: Time Use Guidelines

### APPENDIX C<sub>1</sub>

**Simon Fraser University**

#### **Teaching Assistant Time Use Guideline**

TA Name: \_\_\_\_\_ Instructor: \_\_\_\_\_

Course(s): \_\_\_\_\_ Base Units Assigned\*: \_\_\_\_ x 42 = Maximum Hours: \_\_\_\_\_

Teaching Assistant total workload for the semester should approach but not exceed the maximum hours over the term of the semester (normally 17 weeks). The following summary is an approximation of the length of time expected to be devoted to the major activities. There may be shifts between activities, but the total hours required over the semester cannot exceed the maximum hours set out above.

Duties and Responsibilities	Average hrs/week	Total hrs/semester
1. Preparation for labs/tutorials	_____	_____
2. Attendance at planning/coordinating meetings with instructor	_____	_____
3. Attendance at lectures	_____	_____
4. Attendance at labs/tutorials	_____	_____
5. Office hours/student consultation/electronic communication	_____	_____
6. Grading**	_____	_____
7. Quiz preparation/assist in exam preparation/Invigilation of exams	_____	_____
8. Statutory Holiday Compensation – To compensate for all statutory holidays which may occur in a semester, the total workload will be reduced by one point one (1.1) hours for each base unit assigned excluding the additional 0.17 B.U. for preparation, e.g. four point four (4.4) hours reduction for a 4.17 B.U. appointment.	_____	_____
9. Other – specify*** _____ _____	_____ _____	_____ _____

Required Total Hours = \_\_\_\_\_

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Teaching Assistants and course instructors should familiarize themselves with the general working conditions set out in Article XIII C, assignment and compensation in Article XIII D, and workload review mechanisms in Article XIII E.

\*There are no hours of work associated with the additional 0.17 base unit for preparation, Article XIII D. 2 b. See Appendix B for calculation of hours.

\*\* Includes grading of all assignments, reports and examinations.

\*\*\* Attendance at a TA/TM Day/Training

~~TUG Con't~~ — page 2

APPENDIX C2

Workload Review

Instructor:

TA/TM:

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Semester:

Course #:

Original hrs Assigned:

---

Will the number of hours required exceed the number of hours assigned?

YES NO

Signature of Instructor:

Date of Review

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Decision if number of hours required exceeds the number of hours assigned:

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\_\_\_\_\_  
"Signature of Authorized person in the Department"

The parties also agree this form will be included when the Time Use Guideline form is printed.

Article XIII: Teaching Assistants

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E. Tutorial Size, Workload Reviews and Time Use Guidelines

1. The basic Time Use Guideline (TUG) appears in Appendix C1. Departmental forms may contain other job related details, but must include the elements of the basic Time Use Guideline.
2. Departments will send out Time Use Guidelines to each Course Supervisor and will require their use when establishing the required duties and responsibilities as outlined in Article XIII C. 3.

Establishment of the duties will take into account several factors, including, but not limited to, tutorial or lab size, number of marking assignments, midterm examinations and final examinations, introduction of new texts and/or new software, and preparation time.

Where a Teaching Assistant is required to use course specific software or technology with which she/he has no previous experience or training, the Course Supervisor shall allocate a reasonable amount of time, up to seven (7) hours in the Time Use Guidelines for preparation related to learning to use the software or technology. Additional hours may be allocated where mutually agreed to by the Course Supervisor and the TA, and upon departmental approval.

The Course Supervisor should complete these forms during the first week of classes each semester and consult with the Teaching Assistant. The Teaching Assistant is entitled to suggest amendments to the assigned times for the various activities. The Course Supervisor is expected to provide a guideline of the approximate length of time expected to be devoted to each major activity, e.g., classroom contact, marking, office hours. The provisions of Article XIII D. 3. regarding individual variances will apply.

3. All TA assignments will be reviewed by the Course Supervisor to assess that the workload will not, by semester end, exceed the maximum hours of work provided as follows:

- a. Prior to the end of week five (5), Departments shall remind Course Supervisors and Teaching Assistants that Course Supervisors are required to conduct a workload review (Workload Review Form in Appendix C2).

**APPENDIX F1**

**Simon Fraser University**

**Tutor Marker Time Use Guideline**

Name: \_\_\_\_\_ Course Supervisor\*: \_\_\_\_\_

Course(s): \_\_\_\_\_ Semester: \_\_\_\_\_ New Required Software: \_\_\_\_\_

Base Units Assigned: \_\_\_\_\_ x 42 = Maximum Hours: \_\_\_\_\_

Tutor Markers and Course Supervisors should familiarize themselves with the general working conditions set out in Article XV C, assignment and compensation in Article XV D, and workload review mechanisms in Article XV E. 3. and Tutor Marker total workload

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for the semester should approach but not exceed the maximum hours over the term of the semester (normally 17 weeks). The following summary is an approximation of the length of time expected to be devoted to the major activities. There may be shifts between activities, but the total hours required over the semester cannot exceed the maximum hours set out above. This Time Use Guideline may need to be revised in the event of substantial enrolment changes normally confirmed at the end of Week Three (3).

Duties and Responsibilities	Average hrs/week	Total hrs/semester
1. Preparation for Distance Education Course ( <i>Article XV C.2</i> )	_____	_____
2. Attendance at planning/coordinating meetings with Course Supervisor or the CODE ( <i>Article XV C</i> )	_____	_____
3. Marking** ( <i>Article XV C.2.h</i> )	_____	_____
4. Office Hours, Student Consultation and Electronic Communication ( <i>Article XV C.2.c,d,e,f,g,h</i> )	_____	_____
5. Administrative Duties, Invigilation of exams	_____	_____
6. Other – specify*** _____	_____	_____
7. Statutory Holiday Compensation – To compensate for all statutory holidays which may occur in a semester, the total workload will be reduced by one point one (1.1) hours for each base unit assigned excluding the additional 0.17 B.U. for preparation, e.g. four point four (4.4) hours reduction for a 4.17 B.U. appointment.	_____	_____

Total Required Hours = \_\_\_\_\_

There are no hours of work associated with the additional 0.17 base units for preparation, Article XVD1g.

\*When Tutor Marker is also the Course Supervisor, the Chair of the Department or her/his designate will complete this Time Use Guideline in consultation with the Tutor Marker/Course Supervisor.

\*\* Includes marking of all assignments reports and examinations \*\*\* Attendance at TM Orientation and TA/TM Day/Training

~~TUG Con't – page 2~~

APPENDIX F2—

Workload Review

Instructor:

TA/TM:

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---

Semester:

Course #:

Original hrs Assigned:

---

Will the number of hours required exceed the number of hours assigned?

YES    NO

Signature of Instructor:

Date of Review

---

Decision if number of hours required exceeds the number of hours assigned:

---

---

---

\_\_\_\_\_  
"Signature of Authorized person in the Department"

The parties also agree this form will be included when the Time Use Guideline form is printed.

Memorandum of Understanding

Between

The Teaching Support Staff Union

And

Simon Fraser University

**Re: Mixed delivery teaching modes and Teaching Assistants and Tutor Markers:**

The parties agree that there are now mixed delivery teaching modes, which utilize both distance and day/evening sections. In addition, there may be day/evening sections that include students who are not physically present for some instructional activities. Further, the parties recognize that the current configuration of the Collective Agreement does not contemplate these newly emerging teaching delivery modes, and as a result, amendment is necessary to ensure adequate

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language exists to determine pay and workload issues for those performing TA and TM duties in these courses.

Therefore, the parties agree:

1. Any appointment to courses in which sections are defined clearly as distance or day/evening , which arise after ratification of this Agreement shall result in the creation of separate appointments for distance and day/evening sections as follows:

A) one or more TA appointments based on the classroom teaching time as per Article XIII(TA's); and

B ) one or more TM appointments based on the number of distance students assigned as per Article XV(TM's).

At the discretion of the department, provided that it is consistent with priority of assignment language, a combination of TA and TM appointments may be offered to a single employee. In such cases, the employee will receive a total of one (1) base unit for preparation time for the second appointment. In such cases this will be noted on the TUG forms.

2. Where some students are enrolled in a day/evening course section and receive instruction while not physically present for the majority of the in-class sessions, and the Teaching Assistant receives a TA appointment with classroom contact in accordance with XIII D. 3, a workload review will be performed; regardless of the outcome of the workload review, the Teaching Assistant will receive a minimum of one quarter (1/4) base unit.

\_\_\_\_\_  
For the University

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Article XIII: Teaching Assistants

F. Appointment Priority

1. Teaching Assistants may be appointed to fill teaching support positions only when faculty

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members are unavailable. Faculty members and full time employees of the University are not Teaching Assistants. However, no appointment of a Sessional Lecturer I may be made if there is a qualified graduate student within the first priority group (specified in F.3.) available for appointment as a GTA.

2. Priorities are based on the following principles:

- a. teaching-related experience in her/his field of study can be of value to a graduate student both in her/his studies and in her/his preparation for a career.
- b. the provision of teaching-related employment is an element in the University's financial support of its graduate students.

3. a. In hiring Teaching Assistants, departments shall give priority to the applicants in the following order:

- (i) Graduate students registered in the department with priority under XIII F.4.
- ~~(ii) Graduate students registered in the department without priority under XIII F.4.~~
- ~~(iii) (ii) Graduate students registered in other departments with priority under XIII F.4.~~
- ~~(iv) Graduate students registered in other departments without priority under XIII F.4.~~

b. Departments must establish a detailed priority system for use in any selection between applicants within a priority group as outlined in Article XIII F. The detailed department priority system will include a statement that if an assignment within a priority group requires a selection between applicants, the graduate student without financial support from merit based scholarships or merit based fellowships during the semester of appointment, with a value equal to at least a 5.17 base unit appointment, will have priority for the appointment. Departments must post the detailed priority system by the end of the eighth (8th) week of the semester prior to its implementation and keep it posted in a prominent location on the job posting portion of the departmental website. The Department shall forward to the Union office a copy of any such system at the time it is first posted and each time it is amended. Any exceptions to this procedure shall be by mutual consent of the parties.

~~4. Graduate student priority for appointment as a Teaching Assistant shall be limited as follows:~~

- ~~a. a student registered at SFU in a master's program or as a qualifying student for a master's program shall not have priority for appointment after having held appointments totaling twenty-five (25) base units.~~
- ~~b. a student registered at SFU in a doctoral program or as a qualifying student for a doctoral program who holds a master's degree or equivalent shall not have priority for appointment after having held appointments totaling forty (40) base units.~~
- ~~c. a student registered at SFU in a doctoral program without a master's degree or equivalent shall not have priority for appointment as a GTA 2 after having held appointments totaling fifty (50) base units.~~

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*(And renumber accordingly)*

5. 4. a. Prior to offering appointments to undergraduate students or non-students, a department must have offered appointment(s) totaling at least ~~four (4)~~ five (5) base units to all qualified graduate students in accordance with XIII F 3 and ~~XIII F 4~~, who have applied for specific position(s), recognizing the exceptions provided in XIII F 6 5 and 7 6. If these graduate students request less than ~~four (4)~~ five (5) base units, then fulfilling that request will be sufficient to comply with this requirement.

b. If Teaching Assistant positions become available after the initially posted positions in the department have been assigned, the department will notify all graduate students registered in the department, via email. In addition, the position will be posted on the central posting system in accordance with the last paragraph of Article XVI.

Qualified graduate students who have been allocated less than ~~four (4)~~ five (5) base units in a given semester who apply specifically for these new positions, will have priority for additional base units up to ~~four (4)~~ five (5). These positions shall be assigned in accordance with Article XIII F 3.a. and ~~4~~, recognizing the exceptions provided in XIII F 6 5 and 7 6.

***Note: this language incorporates the language that was previously agreed to regarding merit based scholarships and merit based fellowships; and the change from 4 to 5 base units in 5. a. and 5. b. renumbered to 4. a. and 4. b. below.***

## Article XV: Distance Education Tutor/Marker

### E. Time Use Guidelines

1. The basic Time Use Guideline (TUG) appears in Appendix F1.
2. The Centre for Online and Distance Education will send out Time Use Guidelines to each Course Supervisor and will require their use when establishing the required duties and responsibilities as outlined in Article XV C.2.
3. Establishment of the duties will take into account several factors, including but not limited to, number of students, number of marking assignments, midterm examinations and final examinations, introduction of new texts and/or software, preparation time, and administrative duties. Where a Tutor Marker is required to use course specific software or technology with which she/he has no previous experience or training, the Course Supervisor shall allocate a reasonable amount of time (up to seven (7) hours) in the Time Use Guideline for preparation

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related to learning the software or technology. Additional hours may be allocated where mutually agreed to by the Course Supervisor and the TM, and upon departmental approval. The Course Supervisor should complete these forms during the first week of classes each semester and consult with the Tutor Marker. The Tutor Marker is entitled to suggest amendments to the assigned times for the various activities. The Course Supervisor is expected to provide a guideline of the approximate length of time expected to be devoted to each major activity, e.g. marking, and office hours/student consultation. Where the Tutor Marker is also the Course Supervisor for the course, the Chair of the Department will complete the Time Use Guideline in consultation with her/him. The provision of XV D.1.f. regarding individual variances will apply.

4. a. Prior to the end of week five (5), the Centre for Online and Distance Education will remind Course Supervisors and Tutor/Markers that Course Supervisors are required to conduct a workload review (Workload Review Form in Appendix F2). The Course Supervisor, in consultation with the Director of the Centre for Online and Distance Education and the Tutor Marker, will conduct the workload review in a timely manner, so as to ensure that the course is sufficiently advanced to assess the workload, and will advise the Tutor Marker of the result of the review. If found excessive, the workload shall be reduced accordingly, or, with the agreement of the Tutor Marker, the compensation shall be increased accordingly. The Centre for Online and Distance Education shall promptly advise the Tutor Marker of the results and reason of the decision in writing, a copy to be sent to the Union. After receiving the results of the workload review, the Tutor Marker can request a meeting with the Department Chair and Director of the Centre for Online and Distance Education to discuss the review. The Tutor Marker has the right to be accompanied by a Union representative at that meeting if she/he so wishes.

## Article XIV: Sessional Instructors

### D. Compensation

1. Compensation for Sessional Instructors is based on the assigned weekly contact hours of lecture, seminar and/or tutorial or equivalent (as defined in Article XIII, Teaching Assistants).

2. For each different course for which she/he is responsible, a Sessional Instructor will be paid the amount of 1.25 weekly contact hours of compensation for preparation, plus one (1) weekly contact hour of compensation for each assigned weekly contact hour of lecture, seminar and/or tutorial or equivalent. In the case of joint teaching appointments, the compensation for preparation shall be divided between the Sessional Instructors. In some cases, after consultation with the Sessional Instructor, the department may determine that different or additional preparation, instructional techniques, software, or texts etc. are necessary. The Department Chair

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will then meet with the Sessional Instructor to determine the appropriate level of additional compensation and include the appropriate compensation at the time that the appointment is offered. If the department determines that such additional work is warranted after the course has begun, the department in consultation with the Sessional Instructor will establish an appropriate date for the commencement of such additional contact hour payments. The Sessional Instructor is entitled to Union representation at such meetings, if she/he so desires.

3. Should a Sessional Instructor work beyond the end of Week one (1) of the following semester, additional compensation shall be paid at an hourly wage rate equivalent to that of a GTA 2 salary and scholarship (\$30.00 May 1, 2010 to April 30, 2011; \$30.00 May 1, 2011 to April 30, 2012; \$30.62 May 1, 2012 to April 30, 2013; \$31.24 May 1, 2013 to April 30, 2014).

4. If a Sessional Instructor is assigned duties in a course for which she/he is not responsible, she/he will be compensated for those duties on the same basis as a Teaching Assistant would be compensated.

5. In certain specific instances, equivalents other than those stated in the Agreement have been established. The University shall inform the Union of the equivalents which have been established and when the establishment of other such equivalents is anticipated the University shall notify the Union promptly and shall place the matter on the agenda of the Labour - Management Committee.

## Article XIV: Sessional Instructors

### E. Employment Priority and Right of First Refusal

1. A Sessional Instructor may be appointed only when no faculty member is available to undertake the teaching responsibilities.

2. Except as modified below, the most qualified ~~all~~ Sessional Instructors should be hired on the basis of written applications and open competitions, and the University shall have the sole right to determine which candidate, if any, shall be appointed. If after such consideration two or more applicants for an appointment are considered to have equal ability and qualifications in the opinion of the department, the one with the most seniority will have priority. Seniority will be based on the number of times the applicant has taught the identical course as a Sessional Instructor or as a faculty appointment.

Factors to be taken into account in determining an identical course are the calendar description, the program in which the course is offered, and the medium of course delivery. The course number will not be a relevant factor.

A Sessional Instructor who has taught a given course within the last three (3) semesters shall be sent the posting for that given course by email at least ten (10) days before the application deadline. Such individuals may then apply for that course offering through the regular

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application process. The department will make every reasonable effort to ensure the email notification is sent, and given that effort, inadvertent failure to notify will not then be grievable.

3. It is recognized that teaching related experience in her/his field of study can be of value to a graduate student or postdoctoral fellow.

4. Up to 50% of the appointments within a given department may be held for graduate students, postdoctoral fellows, or discretionary hires. All other appointments will be in accordance with E.2 above

5. When an appointment of a sessional instructor is to be made pursuant to E.4 above, it shall be posted pursuant to Article XVI Postings, and made on the basis of written applications and open competitions. In the event that there are no qualified applicants, the position shall be awarded to a sessional instructor as per E.2 above.

6. Seniority shall be lost when a sessional instructor:

- (i) is terminated for just cause, unless the sessional instructor is subsequently reinstated through the grievance procedure;
- (ii) is not rehired within twelve (12) months of the end date of their most recent contract;
- (iii) voluntarily resigns.

~~7. 8. Semesters spent on maternity/parental leave will not count for the purposes of qualifying for the right of first refusal or maintaining such right in accordance with sections 4 & 6 above. When maternity/parental leave commences during the term of an appointment, seniority will continue to accrue until the contract end date.~~

~~8. 9. Timely refusal of an offer of appointment shall not prejudice future employment at the University.~~

~~3. Unless there is a candidate who in the opinion of the department has better qualifications or abilities, or there is a Sessional Instructor with a right of first refusal, priority will be given to the individual who has, to the satisfaction of the department, taught the identical course for a minimum of two (2) semesters and where the last appointment has occurred within the last three (3) semesters.~~

~~4. If a Sessional Instructor has completed work as a Sessional Instructor for either three (3) consecutive semesters or for a fifth (5) semester within three (3) years, and the Sessional Instructor has taught the identical course three (3) times within the previous nine (9) semesters, and has demonstrated satisfactory performance of assigned duties, then where that course is next to be taught by a Sessional Instructor, she/he will have the right of first refusal in the teaching of that course.~~

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~~Factors to be taken into account in determining an identical course are the calendar description, the program in which the course is offered, and the medium of course delivery. The course number will not be a relevant factor.~~

~~5. Once a Sessional Instructor satisfies the conditions in E.4 above, the department will notify the Sessional Instructor by email, with a copy to the Union, that she/he qualifies for a right of first refusal in teaching this specific course. The department will make every reasonable effort to ensure the email notification is sent, and given that effort, inadvertent failure to notify will not then be grievable. The department will contact the Sessional Instructor prior to posting the position the next time the course is to be taught by a Sessional Instructor. Normally, the Sessional Instructor will be given seven (7) working days to inform the Chair if she/he wishes to teach the course. If the Sessional Instructor opts to teach the course, posting will then be unnecessary.~~

~~6. The Sessional Instructor shall have a right of first refusal for this identical course for the next three (3) times that the course is to be taught by a Sessional Instructor, whichever occurs first. At the end of this period, the Sessional Instructor can re-qualify for a right of first refusal by meeting all of the above requirements in the same manner as a new Sessional Instructor.~~

~~7. Where there is more than one Sessional Instructor who meets the criteria set out in paragraph E.4 and inform the Chair as required in Paragraph E.5. then there will be a closed competition between these candidates with the department selecting the candidate who has the best qualifications or abilities.~~

## F. Term of Appointment

1. The term of appointment of a Sessional Instructor shall normally be four (4) months less a day or in Intersession or Summer Session, two (2) months.

2. If, at the time an appointment is being made for one (1) semester, an appointment for a subsequent semester is also approved, the offer of appointment may include both semester appointments.

~~3. Where the Sessional Instructor is appointed for a third consecutive semester or for a fifth semester within three years the Department Chair will automatically review whether a Lecturer position should be established. The results of that review will be communicated to the Sessional Instructor upon conclusion of that review. Should such a position be established the Sessional Instructor shall be a candidate and it shall not be mandatory that other candidates be considered. Individuals who have consistently taught a course load equivalent to at least 4 courses per year, over five (5) years, should be offered the opportunity to become a limited term Lecturer, with an appointment ranging from 50% - 100%.~~

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Article XV: Distance Education Tutor/Marker

A. Definitions

1. A Tutor/Marker is a bargaining unit employee who is appointed for a semester to provide assistance with instruction and advice to students in an online and distance education credit course, to mark the assignments submitted by the students in the course and provide feedback to the students. A Tutor/Marker shall be responsible to the Course Supervisor.

Article XV: Distance Education Tutor/Marker

C. Duties and Responsibilities

2. A Tutor/Marker is responsible for assigned instruction in a distance education course, and/or such related tasks as may be assigned or required by the Department Chair or her/his designate (usually the Course Supervisor) for the effective conduct of these duties. These related tasks shall include (but are not limited to) such of the following as may be assigned at the outset or during the term of the appointment:

a. The Tutor/Marker will consult with the Course Supervisor in order to discuss specific instructional information and guidance related to the course and the guidelines for marking assignments and providing feedback to students. The Tutor/Marker will also consult with the Course Supervisor over any problems which arise during the semester in relation to the course. The responsibilities of the Tutor/Marker will be specified by the Course Supervisor.

b. The Tutor/Marker will attend an orientation meeting scheduled by the Centre for Online and Distance Education, by the eighth calendar day of the semester. Tutor/Markers shall be entitled to include the Orientation time as part of the initial preparation time of their appointment and shall be notified of this. For the Fall and Spring semesters, time at orientation shall be considered part of the six (6) hours of Professional Development and Orientation under Article XXV M. The Union will be informed of the time and place of the meeting at least one (1) week in advance, and will be allocated up to thirty (30) minutes to make a presentation.

c. The Tutor/Marker will establish at least two (2) ~~office~~ hours per week for consultation with students: one will be during the normal ~~week-day office~~ work day hours and the other should be during evening hours. Consultation may include face to face, telephone and/or electronic communication.

Article XV: Distance Education Tutor/Marker

F. Appointment Priority

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1. A Tutor/Marker may be appointed to undertake the responsibilities specified above only when a faculty member is not available to do so.
2. ~~Appointment of Tutor/Markers shall occur in the following order:~~
  - a. ~~Qualified graduate students who have previously demonstrated satisfactory performance of assigned duties as a Tutor Marker;~~
  - b. Qualified applicants ~~to~~ shall be appointed as outlined for Teaching Assistants in Article XIII F. For the application of this particular clause (i.e. XV F.2.) the words "Teaching Assistant" in XIII F shall be read as "Tutor Marker".
3. In determining priority for appointment whether as a GTA or as a GTM the amounts paid under D. of this Article shall be added to the employee's total base unit accumulation.

## Article XVI: Position Posting and Offers of Employment

At least six (6) weeks prior to the commencement of the semester, positions shall be posted on the departmental website and on a central website designated by the University, with an electronic copy sent to the Union office. All postings will include a course number or title, duration, location, closing date and identify if the position is for a Teaching Assistant, Tutor Marker or Sessional Instructor. In addition, a statement will be included to advise applicants that the University is committed to the principle of equity in employment. All postings shall remain open and accessible for two (2) weeks. The department will include in Sessional Instructor postings a list of the minimum qualifications and recommended qualifications that will be used to determine whom to hire. In the event that a TA or TM must have expertise specific to a course, postings for such positions shall include the special qualifications or experience expected.

At least three (3) weeks prior to the commencement of the semester, the successful applicants shall receive written notification of the employment offer and whether or not the offer is conditional upon enrollment. (Reference Article XVII: Conditional Upon Enrollment). Departments shall make reasonable efforts to determine and include in the employment offer the number of base units, or contact hours for Sessional Instructors.

The written contract of employment shall be provided to the successful applicant not later than one week prior to the commencement of the semester. An applicant who has been unsuccessful in obtaining any appointment may request reasons, from the department, why s/he was unsuccessful. Upon receipt of such a written request, within fourteen (14) calendar days, the Department will provide a brief explanation why the applicant was unsuccessful. This time limit may be extended by mutual written consent of both parties.

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Where a successful applicant does not have a valid Social Insurance Number, s/he may notify their department, which will then provide the applicant with a letter on department letterhead containing the name and telephone number of the contact person in the department. This letter will state that the applicant has been offered and has accepted employment, the start and end date of the employment and will be signed by both the applicant and a representative of the department.

At the time of admission, SFU International will inform international students in writing about the importance of obtaining a SIN card and of the application procedure of getting this card.

Whenever possible, positions that are reposted or become available after the closing date will be posted on the central website, and shall remain open at least two (2) working days prior to being awarded.

## Article XXI: Safety and Health

A. The University shall maintain safe working conditions for all employees as required by the appropriate federal and provincial regulations and keep workplaces in good repair and clean condition. This shall include providing, at no cost, protective apparel and equipment where such are required by the above regulations or where Environmental Health and Safety staff, the University Safety Committee or the Workers' Compensation Board has determined them necessary for the personal safety of employees. The University shall also provide and maintain monitoring and recording equipment where it has been determined that these are required by Environmental Health and Safety staff or the University Safety Committee.

B. The University shall ensure that all employees receive timely training as required to ensure the health and safety of all employees. The University will provide timely communication to employees to make them aware of all known or reasonably foreseeable health and safety hazards to which they are likely to be exposed by their work, and shall remedy any workplace conditions that are hazardous to the health and safety of employees. Likewise, every employee shall take reasonable care to protect her/his own health and safety and the health and safety of other persons who may be affected by the employee's acts or omissions in the workplace, and shall report to the Supervisor the existence of any workplace conditions that the worker considers likely to endanger the employees or any other person.

C. After notifying the person most directly in charge of the employee's duties, an employee may refuse, without loss of pay, to work under conditions she/he reasonably considers unsafe, until the condition has been reviewed in accordance with WorkSafeBC.

L Article III: English Language and Culture / Interpretation and Translation Program Instructors

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## A. Definitions

3. Where a temporary ELC/ITP instructor is appointed for more than ~~two (2)~~ forty (40) consecutive ~~terms~~ weeks, the establishment of a continuing position shall be reviewed by the Director. Upon request by the temporary ELC/ITP Instructor, the Director will meet with the temporary employee and review the status of the position. A copy of the review will be sent to the Union office and will be discussed at the subsequent Labour Management meeting.

## L Article V: Term of Assignment and Workload

### A. Definition of terms:

4. The standard work year shall be understood to comprise ~~forty-two (42)~~ forty-eight (48) weeks of work.

5. The ~~forty-two (42)~~ forty-eight (48) weeks of work are referred to in Article (A.4) and/or the standard full-time work week referenced to in Article (A.3) may be extended for one or more instructors by mutual agreement of the instructor and the Director, in the event of operational requirements. In the event that an instructor works additional weeks, they shall be paid their regular contact hour rate and not overtime pay.

## L Article V: Term of Assignment and Workload

### A. Definition of terms:

#### 7. Overtime:

a. Overtime will be worked only when the Director has requested in writing that overtime be worked and the instructor has agreed.

b. Overtime is defined as time worked in excess of ~~seventeen (17)~~ twenty (20) contact hours in any given week.

c. Compensation for overtime shall be paid at one and a half (1.5) times the instructor's regular contact hour rate for hours worked.

## L Article IX: Layoff and Recall

### D. Maintenance of Laid Off List

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A laid off list will be established and the laid off instructor's name will be placed on the list effective the last day of employment and will be kept on the list until the employee is recalled to a continuing position or for a period of two (2) years, whichever is shorter. In all cases, an employee will be removed from the laid off list if she/he declines an offer of continuing employment. It is the responsibility of the employee on the laid off list to keep the University informed of her/his current contact information.

## L Article IX: Layoff and Recall

### E. Notice of Recall

1. Employees on the laid off list will be given notification of all continuing and temporary positions. In the case of recall to a continuing or temporary position, notice of recall will be made by telephone, and/or email. ~~or if this is unsuccessful, by registered mail to the last known address of the instructor. A copy will be sent to the Union;~~

2. A person on the laid off list, when served recall notice, will have ~~five (5) days~~ twenty-four (24) hours ~~from the mailing of the notice~~ to reply;

3. In the case of the availability of temporary appointments, first opportunity for such temporary work will be given to continuing employees on the laid off list. ~~Where time permits, laid-off employees will be given notice of the temporary assignment by telephone, email, or if this is unsuccessful, by registered mail. In such cases the employee of the laid off list will have (3) days to respond. Where time does not permit, laid-off employees will be given notice of the temporary assignment by telephone or email. In such cases the employee on the laid off list will have twenty four (24) hours to reply.~~ A continuing employee accepting a temporary appointment, will retain rights of recall to continuing positions, and will be returned to the recall list at completion of the temporary assignment.

## L Article XI Time Off for Union Business

A. The University shall permit time off from work for ~~four (4)~~ two (2) ELC/ITP Instructors on the Union negotiating team. Such time will include one-half (1/2) hour before and one-half (1/2) hour after actual negotiation time for Union caucus. Prior to the commencement of negotiations, the Union will provide the University with the names of employees who will have the right to attend negotiating sessions. The granting of each request will be subject to the ability of the department to accommodate the time off, but granting will not be unreasonably withheld. ~~The Union will be charged for salary maintenance of their negotiators who have been released from classroom contact time to attend negotiations. The University agrees to credit the Union at two (2) times the average hourly wage of those present for the classroom contact hours missed.~~

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ELC/ITP Instructors who have been released from classroom contact time in accordance with this article shall have their salary maintained by the University. The Union will be charged for one-half (1/2) of the salary maintenance of their negotiators and one-half (1/2) of the cost of substitute instructors.

L Article XII Salaries and Annual Step Increase

B. Annual Step Increase

Continuing FT and PT ELC/ITP instructors are eligible for an annual step increase on the anniversary of their start date provided they have worked a minimum of ~~thirty-six (36)~~ forty (40) weeks in the preceding year of employment.

Article XXV: Benefits and Leave

D. ELC/ITP Instructors: Sick Leave/Leaves

1. Sick Leave:

In the event that an ELC/ITP Instructor is unable, through illness or other temporary disability, to perform her/his duties, the Instructor shall inform the Program Director or designate in advance of any scheduled duty, except where there are extenuating circumstances.

Normally medical certificates will not be required for short term absences. Absences of more than three (3) days where the instructor had scheduled duties must be accompanied by a medical certificate, satisfactory to the University. Medical certificates may also be required for any absence if the University has reasonable grounds to believe that there is an excessive use of sick leave or if sick leave is being abused.

Continuing full-time Instructors are entitled to ~~twelve (12) days~~ thirty-six (36) contact hours of paid sick leave per calendar year. Continuing part-time Instructors are entitled to paid sick ~~days~~ leave on a pro-rated basis. Any unused sick ~~days~~ leave at the end of the calendar year may not be carried forward to the next year.

~~When an ELC/ITP Instructor claims a day of sick leave, they will be entitled to claim either a whole calendar day or one-fifth (1/5) of their scheduled contact hours for the week in which they are taking a day of sick leave, whichever allows for the greatest amount of time.~~

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## Article XXV: Benefits and Leave

### D. ELC/ITP Instructors: Sick Leave/Leaves

#### 2. Personal Leave

The University may grant a personal leave of absence without pay to an employee for up to twelve (12) consecutive months. Personal leaves of absence shall normally only be granted in increments of full terms. A request for a personal leave must be made in writing by the ELC/ITP Instructor to the Department no later than two (2) months prior to the date of the intended commencement of the leave. In cases of personal emergency, the requirement of such notice shall be waived. The Department will reply to the request within one (1) month. Such requests will be subject to the availability of the Department to accommodate the leave. Such leaves shall not be unreasonably denied. Where an application for personal leave is denied, the applicant will be provided with a written explanation for the denial of the leave with a copy to the Union.

Subject to the above, such requests will only be granted if it is the employee's clear intent to return to work at the University.

## New Article XXVII – Payment of Wages

A - All employees will be paid as per the University's payroll schedule via direct deposit. In the event payment by direct deposit is not possible, the employee will be paid by cheque.

B - For each pay period, employees shall be provided with an electronic wage statement that will contain information consistent with that required under the Employment Standards Act.

C - When a payday falls on a non-banking day, the pay shall be provided and the electronic wage statement will be made available, prior to the established payday.

D – The University will inform the employee in a timely manner of all the necessary University documentation required to facilitate the payment of wages. It is the employee's responsibility to complete and submit all necessary documentation to the University in order to facilitate the timely payment of wages. Upon doing so, the first payment of an employee's appointment/assignment shall be provided at the end of the first regular pay period that falls within the term or semester of the current appointment/assignment. All employees will be paid on the bi-weekly pay period schedule.

E - Any deduction(s) from employee's pay will be in accordance with the Employment Standards Act.

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F - In the event of an unforeseen and unavoidable delay in receipt of payment, the University will ensure, wherever possible, that the employee is paid within three (3) business days by either direct deposit or cheque.

Article XXVIII: Child Care Bursary

Article XXVIII: TSSU MEMBERSHIP CHILD Care Fund ~~for Teaching Support Staff Union Members~~

1. The University will maintain a TSSU Member Child Care Bursary Fund for eligible TSSU members subject to the following limitations and conditions:

a. The University will allocate \$50,000 each academic year to be distributed to eligible employees for the purposes of offsetting the costs of child care\*. Funds not distributed shall be carried forward into the next academic year.

~~b. Employees are eligible to apply to the TSSU Member Child Care Bursary for each semester in which they hold an appointment and are registered as students at the University and in which they receive child care services from a paid child care provider. All applications are subject to verification.~~

b. TSSU shall have the sole discretion to establish eligibility requirements for this funding, as well as the total amount available in the fund for disbursement in that particular semester.

~~e. Applications for funding from the TSSU Member Child Care Bursary must be received by Financial Assistance in the Office of the Registrar by no later than the end of Week 2 of classes for the semester in which she/he is applying to the TSSU Member Child Care Bursary. Applications may be submitted after Week 2 but such applications will be subject to the availability of funds at the time of application. A small portion of the funds will be reserved for late applications or applications involving a change of financial circumstances. The size of this reserve will be determined through consultation between the TSSU and the University. The applicant must identify him/herself as an employee in the bargaining unit on the application.~~

c. Applications for the TSSU Member Child Care Fund will be made on a dedicated TSSU Child Care Fund Application form accessible on the Financial Aid and Awards website. The form for applications will be provided by TSSU to Financial Aid and Awards in the semester prior to the semester in which it is to be utilized. Completed applications must be received by Financial Aid and Awards by no later than the end of Week 3 of the semester in which the applicant is applying to the TSSU Member Child Care Fund. Applications submitted after week 3 of the semester shall be submitted to TSSU for its consideration in the semester immediately thereafter.

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~~d. Assessment of eligibility for assistance from the TSSU Member Child Care Bursary will be determined by Financial Assistance on a financial needs basis subject to the availability of funds.~~

d. Disbursement of funds will be provided in the form of bursaries for members currently registered as students and grants for members who are not students. The decision to award a TSSU child care bursary will not impact a student's regular SFU bursary eligibility and/or award amount.

~~e. Financial Assistance will determine the maximum disbursement available per semester for any one bargaining unit member.~~

e. TSSU will have the sole discretion to determine the amount to be provided to each eligible applicant every semester, subject to the total amount available in the fund for disbursement. For greater clarity, awards from the TSSU Member Child Care Fund shall not exceed the total amount available in the Fund. Such disbursements shall occur as follows:

i) having verified the information provided by applicants, the University will provide TSSU with a spreadsheet setting out the information from the form, by no later than the fourth week of the semester;

ii) within two (2) weeks of receipt of this spreadsheet, TSSU will advise the University which applicants are to receive monies from the fund and the amount to be disbursed;

iii) within two (2) weeks of receipt of the advice in (ii) above, the University will issue the disbursements outlined therein;

(iv) in the event an applicant has a dispute regarding the disbursed amount, said dispute will be resolved by the TSSU.

~~f. Written notification regarding the status of the application will be sent out by Financial Assistance by no later than the end of Week 8 of classes in the semester in which the application is made. Upon notification, successful applicants will have the amount of from the child care fund awarded for the semester either credited to their student account when issued as a bursary, or paid by cheque/or direct deposit when issued as a grant.~~

g. Financial Assistance Aid and Awards will provide a written statement of expenditures related to the TSSU Member Child Care Bursary Fund on an annual basis each semester to the ~~Executive Director, Human Resources~~ Director of Labour and Employee Relations, with a copy to the Union.

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~~h. Issues arising out of the administration and distribution of the TSSU Member Child Care Bursary will be referred to the Labour Management Committee which may include the Director of Academic Resources. Notwithstanding this provision, TSSU members may request an appeal or review of their TSSU Member Child Care Bursary application directly to Financial Assistance.~~

*\*The University shall, on the date of ratification of the new Collective Agreement, transfer all of the funds in the TSSU Member Child Care Bursary to the TSSU Member Child Care Fund, referenced herein.*

## APPENDIX O

### LETTER OF AGREEMENT BETWEEN TEACHING SUPPORT STAFF UNION AND SIMON FRASER UNIVERSITY

~~Re: Article XXVIII—TSSU Member Child Care Bursary~~

~~Upon its inception, the TSSU Member Child Care Bursary has been administered by Financial Assistance (Student Services) in accordance with the provisions that apply to all SFU University Bursaries. Assessment of eligibility for assistance from the TSSU Child Care Bursary is determined by Financial Assistance based on the criteria specified in the above noted Article, the financial need including childcare expenses of the TSSU member and the same criteria applicable to all bursary applicants except as noted below:~~

~~Eligible child care expenses for the purposes of this Article shall include bona fide expenses incurred by the TSSU member whether those expenses are incurred for licensed child care, license-not-required child care or inchild's-home care. Receipts for expenses may be required by Financial Assistance for the purposes of documenting the child care expenses actually incurred by the TSSU Member.~~

~~In the determination of financial need, Financial Assistance is limited in its ability to fund all bursary applicants as the total amount of all bursary funds applied for by students exceeds the amount of bursary funds available, and accordingly bursary applicants receive less than the full amount of financial need assessed by Financial Assistance.~~

**COMPREHENSIVE PROPOSAL TO SETTLE COLLECTIVE  
BARGAINING**

**Simon Fraser University and TSSU**

**September 13, 2015**

E & OE

~~The TSSU Member Child Care Bursary is unique in that it was set up to provide additional funds specifically for TSSU members (not the general student population) to help offset the cost of childcare expenses.~~

-

~~Further to this understanding, the parties agree that unlike other University bursaries which are limited to a percentage of assessed financial need, TSSU members with childcare expenses will be eligible for additional funding from the TSSU Member Child Care Bursary bringing their total disbursement to 100% of assessed need, subject to the availability of funds.~~

Previously agreed-to items include:

Article V.C.1: Representation on University Bodies

Article XIII.C.1: Duties and Responsibilities

Article XIII.C.2: Teaching Assistants

Article XIII.D.9: Assignment and Compensation

Article XIII.E.2: Tutorial Size, Workload Reviews and Time Use Guidelines

Article XIII.F: Appointment Priority

Article XIII.F.3.b: Teaching Assistants

Article XX: Workspace and Facilities

L Article VIII: Seniority

Policy R 30.03: Intellectual Property MOU

\_\_\_\_\_  
For the University

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The following letters will not be included in the Collective Agreement:

**COMPREHENSIVE PROPOSAL TO SETTLE COLLECTIVE  
BARGAINING**

**Simon Fraser University and TSSU**

**September 13, 2015**

E & OE

Date: September 13, 2015

To: Reagan Belan, Chief Steward of TSSU

From: Jonathan Driver, VP Academic

**Re: Article VI: Union Facilities**

Dear Reagan,

During collective bargaining, the Union raised concerns regarding the availability of office space. The Union is currently provided with two furnished offices at Burnaby campus, as provided for in Article VI.A of the SFU-TSSU Collective Agreement.

To address the Union's concerns, the University will conduct a review of the availability of office space at other campuses. This review will be done with the intention of identifying office space to be shared by the TSSU and other SFU employee groups.

In addition, the University will review the Union's request for additional office space on the Burnaby campus.

=====

Jonathan Driver  
Vice-President, Academic  
Simon Fraser University

Date: September 13, 2015

To: Reagan Belan, Chief Steward of TSSU

**COMPREHENSIVE PROPOSAL TO SETTLE COLLECTIVE  
BARGAINING**

**Simon Fraser University and TSSU**

**September 13, 2015**

E & OE

From: Chris Hatty, Director of Labour and Employee Relations

**Re: Payment of Wages**

Upon ratification and approval of the new TSSU/SFU Collective Agreement, information pertaining to the payment of wages will be included in correspondence regarding TSSU benefit information currently distributed by Human Resources. The subject line of the emails will include the phrase "Process for payment of wages". This information pertaining to the payment of wages will be set out first in the correspondence and titled as "Important Information Pertaining to the Payment of Your Wages". This additional information will include the link to the electronic wage statement as well as instructions for viewing pay cheques online.

This additional information will be included in both the email sent to Department Assistants prior to the start of each semester (which is subsequently distributed to TSSU employees), and in the email sent directly to active TSSU members approximately two weeks into each semester.

ELC-ITP employees will be informed on how to access their wage statement.

=====  
Chris Hatty  
Director, Labour and Employee Relations  
Simon Fraser University