

Memorandum of Agreement

Between:

The Teaching Support Staff Union (“the union”)

And

Simon Fraser University (“the university”)

TSSU Contract Committee Concerns:

Title: The title misses one of the parties who have been included. The Public Sector Employer's Council (PSEC) is an extension of the Employer – representing the “pay master” and they are party to this proposed agreement but are not included in the title. They are not a neutral third party, but instead a body that oversees the SFU Administration.

The Union and the University hereby agree:

1. The Parties agree to immediately engage in the Vince Ready Final Offer Selection (FOS) process as set out in Mr. Ready’s letter to the Parties dated September 14, 2015.
2. As acknowledged on Sunday, September 13, 2015, the FOS process will deal with total compensation (all wage and benefit cost improvements are to be costed as part of the FOS award), and the final award must be within the total fiscal mandate as specified by the Public Sector Employers’ Council.

1. Small words can have big meaning. SFU Admin has chosen to use the word “immediately” – our Contract Committee carefully explained that we are not able to proceed to any binding arbitration process, including final offer selection (FOS) without authorization from our members via a vote.

2. The phrase “are to be costed as part of the FOS award” requires the Arbitrator to come up with their own costing of both packages. This is completely outside the normal arbitration process – normally the sides present their costings with the employer starting and the Union correcting. This clause achieves two purposes a) it is a “spoiler” which ensures that no Arbitrator will want to deal with it and b) it can also be read as “you can only chose the employer’s package” because only the employer has direct access to PSEC. On Sept. 13 Vince Ready acknowledged at a joint session with the Union and SFU Admin, that the employer must stay within PSEC and that the final award needed to be issued in that context.

3. The FOS process, as specified in clause #2 of Arbitrator Ready's September 14th correspondence, means that upon conclusion of the parties' submissions, Arbitrator Ready will choose as his award either the Union's or the University's final offer on the total package which will then be incorporated into the Collective Agreement; provided however, the award must comply with paragraph 2 above.

4. Within 15 days after the publication by Mr. Ready of his award, either party may refer the award to the Public Sector Employer' Council Secretariat for a binding determination as to whether the award exceeds the fiscal mandate as specified by the Public Sector Employers' Council. If the Public Sector Employers' Council Secretariat determines that the award does exceed the said mandate, the award shall be void

5. Upon mutual signing of this Memorandum of Understanding, the Union will cease all strike action and immediately release all grades and marking; and neither will the University commence any lockout or other modification of the terms and conditions of employment, including the provision under section 62 of the Labour Relations Code regarding the termination of health and welfare benefits.

3. On Sept. 13th the Employer's representative (Dario Nonis) asked Vince Ready whether he would proceed by package (all or nothing) or by proposal (change by change). Vince Ready said he would make that determination once he sees the actual remaining items to be decided. The type of binding arbitration is not a PSEC requirement and this clause is SFU Admin's insertion. Combined with #2, this clause further ties the hands of the Arbitrator and would stack the deck towards SFU Admin's package on both monetary and non-monetary items.

4. This clause allows SFU Admin to unbind the "binding" arbitration. If the SFU Admin doesn't like the final result, they can ask PSEC to void Vince Ready's supposedly final selection. In this case, TSSU would have stopped striking and be left without a collective agreement. Our only choice would be to retake a strike vote, recommence job action and then restart the bargaining process. It is important to repeat that PSEC is not an independent 3rd party, they are a body that is deeply involved with SFU Administration.

5. In the Vince Ready process proposal, it states: "all job action will cease". This would obviously include TSSU ending our job action and the employer ending any "economic weapons" it has chosen to use. This is just a repeat of the threat, in case we forgot, that the employer can cancel benefits, alter wages and conditions, and/or lock us out.

6. That the following proposals are withdrawn (inclusive of any counter-proposals arising therefrom):

TSSU Proposals for changes to the following articles to be withdrawn:

- a. Article XXX – Definitions “Hour”
- b. Article XXIII Technological Change
- c. Article XXI: OH & S
- d. Article VIII C., E., & F Withdrawal of Services
- e. Article XIII TAs – Merger with XVI TMs
- f. Article XVI TMs – Merger with XIII
- g. New Article XV ELC/ITP - all proposals except those tabled by TSSU on September 24, 2015
- h. Article XIII TAs – all proposals except those tabled by TSSU on September 24, 2015
- i. Article XVI TMs – all proposals except those tabled by TSSU on September 24, 2015

SFU Proposals for changes to the following articles to be withdrawn:

- a. Article V – Union Representation
- b. Article VII – Union Information copies of CA
- c. Article X – Grievance, Informal Problem Solving
- d. Article XI – Arbitration
- e. Article XIII – TUG/Workload form (Also Article XV)
- f. Article XV.C.2.c
- g. Article XV – F.1. and F.2.a Appointment Priority
- h. Article XIV D.2 Sessionals (Monetary)
- i. L Article III.3; L Article V A.7.b (Monetary); L Article V A 4 & 5(Monetary); L Article D; L Article IX.E 1, 2 & 3; Article XXV.D1 (Monetary); Article XXV.D.2 personal leave; L Article XI Time off for Union Business (Monetary); L Article XII.B (MONETARY);

7. That each Party will immediately agree to and sign the University’s last offer on changes to Article XXVIII TSSU Membership Child Care Fund, tabled September 12, 2015; and
8. That each Party will immediately agree to and sign the University’s last offer on changes to Article VI Union Facilities, tabled September 12, 2015;

6. 7 & 8. These withdrawals and agreements are as TSSU proposed during mediation and SFU Admin also agreed to (on a without prejudice basis). On September 24 we again proposed that both sides withdraw these positions and then we sign their last offer on the Childcare Fund and Union Facilities as a mechanism to demonstrate that SFU Admin was acting in good faith. Following that signing the Contract Committee would recommend to the members that we go to binding arbitration (FOS) as Vince Ready proposed on remaining issues and monetary.

Signed this _____ day of September, 2015.

For the University

For the Union

Signing Line: While its not a substantive issue, the dating is cynical – after 5 days of waiting -TSSU received this proposal around noon on the 29th of September during a General Membership meeting. SFU Admin had been told multiple times we have to vote before signing and their 5 day delay made it impossible to sign in September. A good faith proposal would have left the month as a blank to be filled in along with the date.

