

PRESENTED BY TSSU: October 21st via Email 1:00 p.m.

Memorandum of Agreement

Between:

The Teaching Support Staff Union (the "Union")

And

Simon Fraser University (the "University")

The Union and the University hereby agree, on a without prejudice basis, that:

1. Subject to the process as outlined in paragraph ~~ten (10)~~ nine (9) below, the Parties agree to 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. In addition, as acknowledged on Sunday, September 13, 2015, the FOS Arbitrator's jurisdiction extends to awarding monetary changes which must be within the total fiscal mandate as specified by the Public Sector Employers' Council Secretariat: a 5.5% increase in total compensation costs to the employer with the implementation dates for general wage increases reflected in the September 13, 2015 SFU Monetary "Option A" on page one therein.
3. For the outstanding items that are to be the subject of the FOS process, any such items which ~~have a financial implication~~ fall within the changes referenced in (2) above will be costed. The University will provide accurate costing of such items along with an explanation of the methodology employed at the outset of the FOS process, and during the process as necessary.
4. 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's award will then be incorporated into the Collective Agreement.
- ~~5. Upon the publication by Mr. Ready of his award, the Public Sector Employers' Council Secretariat will determine whether the award exceeds the fiscal mandate as specified by the Public Sector Employers' Council Secretariat. If the Public Sector Employers' Council Secretariat determines that the award exceeds the said mandate, the award shall be void and the Parties will return to collective bargaining.~~
- ~~5. 6.~~ Upon TSSU's agreement as noted in ~~10. 9.~~ 9. below, the Union will cease all strike action and immediately release all grades and marking and the University will not commence any lockout or

other modification of the terms and conditions of employment. The University's notice regarding the termination of health and welfare benefits dated October 5, 2015 will be rescinded.

~~6, 7.~~ That the following proposals are withdrawn (inclusive of any counter-proposals arising therefrom):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, 8.~~ 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, 9.~~ 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.

~~9, 10.~~ Upon the completion of ~~7, 8 and 9~~ 6, 7, 8 above, the Union Bargaining Committee will recommend that the TSSU membership accept referral of all unresolved issues to the FOS process as outlined in Vince Ready's correspondence to the Parties dated September 14, 2015. In

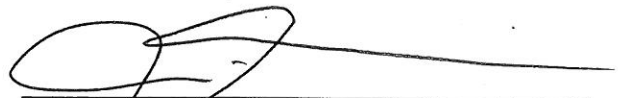
the event that the TSSU membership accepts the recommendation, the FOS process shall commence.

~~10. 11.~~ In the event that the TSSU membership does not accept the recommendation referenced in ~~ten (10)~~ nine (9) above, then the agreements as specified in ~~7~~ 6 above will be void and the Union and the University will resort to their prior positions.

Signed this 21 day of October, 2015.



For the University



For the Union