TSSU By-Laws and Policies

Current as of June 2012

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TSSU By-Laws

A. Name

This Union shall be known as the Teaching Support Staff Union, hereinafter referred to as "TSSU."

B. Objectives

The objectives of the TSSU shall be:

(a) To bring about improvements in working conditions, fair wage standards and to assure uniform job classification with equal pay for work of equal value for all employees, regardless of sex, sexual orientation, psychiatric or psychotherapeutic treatment, skin colour, race, religious or political beliefs, national origin, whether she/he is part-time or a full-time worker, whether or not she/he is a part-time or full-time student, and whether or not she/he has children and/or dependents.

(b) To encourage in every way possible the unionization of unorganized workers.

(c) To defend and extend full trade union rights to all workers.

(d) Within the community the union shall work for the establishment of political, social and sexual equality, for equal pay for work of equal value, for free accessible education facilities, for free accessible childcare facilities, for adequate and fully paid parental leave, for recreational and cultural development, for community health services, and for adequate and affordable housing.

C. Jurisdiction

The jurisdiction of TSSU shall include but not be limited to full-time and part-time support teaching staff and Sessional Instructors at Simon Fraser University.

D. Membership

1. Each employee in the bargaining unit shall be deemed to be a Union Member unless she/he opts out of membership by written notice to the Union before the end of the fourth (4th) week of her/his appointment. Each Union member will thereby agree to

comply with the aims, principles and policies of the TSSU, and shall be entitled to full membership status. When a member becomes unemployed she/he shall retain full membership rights for two full semesters following the last semester worked. Members unemployed for more than two full semesters from their last dues payment, and others not employed in the bargaining unit, may maintain membership rights by paying three dollars ($3.00) per month, or twelve Dollars ($12.00) at the beginning of the semester for a period of four (4) semesters. After this period, members are prohibited from holding office and/or membership in Standing Committees, and shall retain no voting privileges.

2. Salaried Officers pay dues and shall be considered members of the Bargaining Unit, for the purposes of membership in the Union, for the duration of their term in office. For the purposes of membership, Salaried Officers shall also be entitled to the further two full semesters membership. Following this two full semester period, they may maintain their membership (up to) a further sixteen (16) months by paying to TSSU three dollars ($3.00) per month or part thereof.

3. A person shall not use coercion or intimidation of any kind that could reasonably have the effect of compelling or inducing a person to become or to refrain from becoming or to continue or cease to be a member of TSSU.

E. TSSU Executive

The Table Officers of the TSSU shall include the following: Chair, Secretary, Treasurer, Trustee I and Trustee II, Organizer, Coordinator, Chief Steward, and Ex-Officio Officer.

F. Election of Officers

1. A nominee for any office must be a member in full standing of the TSSU.

2. Nominations for Coordinator, Organizer, Chair, Secretary, Trustee I, and the MMC Commissioner shall commence at the September General Membership Meeting (hereinafter referred to as "GM") and close at the October GM. Nominations for Chief Steward, Treasurer, Ex-Officio and Trustee II shall commence at the January GM and close at the February GM. The Ex-Officio Officer will have served on the Executive any time during the previous twelve (12) months. At least fourteen (14) days prior notice of the election shall be given to the Membership. The person receiving the largest number of votes, for a given position, shall stand elected for that position.

3. The two (2) Trustees shall be responsible for the fair conduct of the balloting in all TSSU elections. In the event that a Trustee is running for office and is therefore not available to act as a Returning Officer, the Executive shall appoint a Returning

Officer accordingly. No member standing for office in an election shall be eligible to act as a returning officer in that election. Each candidate shall be allowed one (1) scrutineer (not the candidate) at the ballot count and, if polling stations are used, at each polling station. The results of the balloting will be announced as soon as possible after the election. All contested Executive/Commissioner elections shall be decided by ballot, through polling and/or online voting. The Executive, in consultation with the Trustees, will decide the voting procedure to be used during elections. The Union shall hold regular Fall and Spring elections by ballot. For by-elections, in the event that there are no contested positions at the close of nominations, the GM may vote on whether to have the candidate/s ratified at that GM or to conduct a yes/no ballot through polling stations or mail-out ballots. If the GM elects to ratify the candidate/s, a further individual ratification vote shall be conducted at that GM for each candidate, even if there is only one position to be ratified.

4. Those Executive Members elected in the Fall shall take office at the start of the last full work-week in November, while those elected in the Spring shall take office at the start of the last full work week in March, unless a protest is lodged under F.5.

5. Any protest alleging "unfair ballot" or other irregularity must be presented in writing to a Trustee(s) of the TSSU within seven (7) days of the results of the balloting being announced. Upon receipt of such protest the TSSU Executive shall investigate the matter. If the protest is found to have substance, another ballot shall be conducted. All ballots and voting lists shall be held by the Trustees for a reasonable period of time after the election. A motion to destroy the ballots shall be in order at a subsequent TSSU GM no less than one month following the announcement of the results.

6. Union members shall annually elect one (1) Steward to represent up to twenty (20) employees in each department or in each Faculty in which there are no departments. Departments which exceed twenty (20) employees may elect an additional Steward (*i.e.*, up to 40 employees - two (2) Stewards, etc.).

7. The nomination for the Membership Mobilization Committee (MMC) Commissioner shall commence at the September GM and close at the October GM. The elected commissioner will begin his/her term in office in the last full week in November.

8. No candidate may be elected to any office who is not present at the nominating meeting unless written consent to serve in the office if elected is presented to the Officer presiding over that meeting at the time of nomination.

G. Duties of the TSSU Officers and Committees

1. The TSSU Chair's primary responsibility shall be to facilitate all GMs, Special GMs and Executive Meetings of the TSSU in accordance with Bourinot's rules. In the absence of the Chair, those in attendance at such GMs/Executive Meetings shall designate one of themselves, other than a Trustee, to chair the meeting. The Chair

shall also be a member of the Internal Relations Committee. The Chair shall have a working knowledge of Bourinot's rules.

2. The Secretary shall be responsible for ensuring that accurate minutes for GM and Executive meetings are taken and distributed at subsequent meetings. The duty of taking minutes shall be shared between the Salaried Officers of the TSSU and the Secretary. The Secretary shall maintain a current file of all GM and Executive Minutes in the TSSU office, as well as keep a record of, and remind the Executive of, resolutions passed at these meetings. The Secretary shall facilitate access to information of past precedent and resolutions on previous meetings, and thereby assist the Ex-Officio in maintaining institutional memory.

3. The Treasurer shall be responsible for the maintenance of an accurate and proper internal bookkeeping system and for coordination with the external bookkeeper. This bookkeeping system shall be set up under the instruction of the Executive. She/he shall present financial statements to the first GM of each semester and shall circulate an audited financial report to the TSSU in September of each year. This report shall be read at the September GM. The Treasurer shall be responsible for creating and submitting the Union's annual budget to the February GM of each year. The Treasurer will work in consultation with the Coordinator in carrying out these duties. The Treasurer shall be a member of the Finance Committee.

4. The Chief Steward, in conjunction with the Member Representative, shall be responsible for the knowledge and application of the Collective Agreement. She/he shall also be responsible for the Grievance Procedure including meetings, research and legal activities. The Chief Steward shall be the Management Contact and shall chair the Labour/Management meetings. The Chief Steward shall, when possible, attend Employee Council meetings. The Chief Steward shall be responsible for maintaining the steward system with assistance from the Organizer. She/he shall coordinate and chair Steward Meetings. The Chief Steward shall ensure, through assistance from the Organizer, the orientation and education of the Stewards. She/he shall chair Grievance Committee Meetings and Grievance Meetings, and shall sit on and be the resource person for the Contract Committee. The Chief Steward shall work with the Member Representative in reviewing and maintaining contracts of TSSU members. The Chief Steward shall act as the TSSU Executive's principal point of contact with the Union's Member Representative; in this capacity, the Chief Steward must act in accordance with the Bylaws and policies, and in consultation with the full Executive.

5. The two Trustees shall ensure that the TSSU By-Laws are adhered to and be responsible for keeping these same By-Laws up-to-date. They shall also ensure that proper procedures are adhered to at GMs in accordance with Bourinot's rules and that membership lists are kept up-to-date and members are informed about their membership status. They shall oversee the work done by Executive Members and report any atypical decisions to the General Membership of the Union. They shall schedule and ensure the publication of GMs; and schedule and oversee all

elections/referenda. The Trustees shall be responsible for inspecting the financial records of the TSSU on a monthly basis in consultation with the Coordinator. One Trustee shall be a member of the Internal Relations Committee and the other shall be a member of the Finance Committee.

6. The Coordinator shall be responsible for coordinating General Membership and Executive meetings including setting the agenda, and shall act as resource person for the TSSU Finance and Internal Relations Committees, and for the MMC Committee if/when mutually agreed upon by the Coordinator and Organizer. She/he shall also coordinate all union referenda including strike votes. She/he is responsible for ensuring the TSSU logbook is produced. In addition the Coordinator shall assist the Organizer in cultivating and maintaining external contacts with other trade unions and social justice organizations on and off campus as well as communicating with the media; she/he will also assist the Organizer in their organizing work, including attending caucus meetings and recruiting volunteers. The Coordinator shall perform daily bookkeeping duties in consultation with the Treasurer; this will include day-to-day check requisition and bill payments. The Coordinator shall also be in contact with the TSSU Bookkeeper and Auditor. The Coordinator is also responsible for the preparation of the annual audit and the communication with the Union's financial institutions. The Coordinator shall also act as TSSU Privacy Officer, as outlined in the TSSU Personal Information Operation Policy.

7. The Organizer shall be responsible for recruiting volunteers for the Union including Stewards, volunteers for TSSU committees, and TSSU representatives for University and other committees. The Organizer shall ensure there is TSSU representation at departmental and special orientations including Tutor Marker Orientation and Teaching Orientation Programme opening plenary. She/he shall ensure the presence of the Union at the University's satellite campuses. She/he shall be the resource and support person for the MMC and Social Justice Committees and shall chair the MMC committee when there is no Commissioner/Chair. She/he shall be the Union's liaison with campus employee groups, as well as off-campus trade union and social justice organizations. The Organizer shall be the Union's media contact person. She/he can expect assistance in these two duties from the Coordinator. The Organizer will identify groups who are under-represented in the TSSU, work to create an environment where members will be self-motivated to participate, organize socials, and carry out publicity for upcoming events. The Organizer shall assist the Chief Steward in the orientation and education of Stewards and shares her/his responsibility for knowledge of the Collective Agreement. She/he shall also be a member of the Grievance and Contract Committees.

8. The Ex-Officio, or advisor to the Executive, is intended to improve continuity between out-going and incoming Executives, particularly regarding reasons for previous Executive decisions. The Ex-Officio helps to ensure the non-hierarchical nature of the TSSU by maintaining an institutional memory based on lived experience. The Ex-Officio is a stipended, non-voting position to be filled by any member who served on the Executive during the previous twelve (12) months.

9. The job descriptions of Coordinator, Organizer and Chief Steward will apply only in the event that these are salaried positions. Hours of work and rates of pay shall be determined as in Section J.6. In the event that these positions are not salaried, duties shall be redefined by the Executive. When possible, all three positions shall share the duties of answering phones, attending to correspondence and assisting in the production and distribution of the newsletter (in conjunction with the MMC).

10. The Membership Mobilization Commissioner shall be responsible for coordinating the activities of the Membership Mobilization Committee. S/he shall call meetings and make sure that meetings are chaired and minuted. S/he shall coordinate with union volunteers, outside partners and vendors to produce TSSU outreach material. S/he shall attend Executive meetings and act as the liaison between the Membership Mobilization Committee and the Executive, in conjunction with the Organizer. S/he shall also act as liaison between the Membership Mobilization Committee and other TSSU committees to facilitate the flow of information between committees and the general membership. S/he shall oversee the layout and content of the TSSU website and other social media outlets, and ensure that content is updated regularly.

11. The Grievance Committee shall be responsible for ensuring that the rights of individual members on the job are respected and for representing the interests of individual members with respect to their working conditions. The Grievance Committee shall consist of the Chief Steward, the Member Representative (who shall participate in a non-voting capacity), and a minimum of three (3) Stewards, the Organizer, and any other interested members. The Committee shall meet at least once a month. The Chief Steward shall be responsible for coordinating the activities of the Committee.

12. The Contract Committee shall be responsible for researching and presenting contract proposals to the Membership for discussion and for negotiating with the University Administration on behalf of the TSSU. It will be composed of the Chief Steward, the Member Representative (who shall participate in a non-voting capacity), and a Steward representative, as well as some number of members determined by the General Membership, one of whom may be the Chief Steward. The Executive shall recommend to the General Membership (for decision) the number and composition of members of the committee, and means and level of compensation for them before nominations for the committee are opened. The Contract Committee shall elect from its members a Chairperson, who shall be responsible for coordinating the activities of the Committee and reporting to GM and Executive Meetings when appropriate or when requested to do so.

13. The Membership Mobilization Committee has three major duties: (i) making available educational opportunities and materials, especially including union education, (ii) maintaining active communication and networking within the Union Membership, and (iii) generally facilitating the mobilization of the membership

towards ends desirable and beneficial to the TSSU membership thereby. The MMC Commissioner, duly elected at the September GM for a period of one (1) year, shall be responsible for coordinating the activities of the Committee, scheduling regular meetings of the committee, ensuring the committee operates in compliance with the Bylaws of the TSSU, and seeing to it that the minutes of each meeting are taken and filed. In the event that the MMC commissioner position becomes unoccupied, the lacuna will be filled by the Organizer & Coordinator on a temporary basis. The MMC replaced the Education & Communication Committees as of the March 2011 GM.

14. The Internal Relations Committee shall be responsible for establishing and updating as necessary all By-Laws and Policies of the Union, as directed by and with the approval of the General Membership. The Internal Relations Committee shall consist of the Coordinator, at least one of the two Trustees, and at least one General Member. In addition to By-Laws and Policies the Internal Relations Committee shall be responsible for hearing and making recommendations that involve disputes within the Union between any of the Union's members including any and all employees, including Salaried Officers, through the Dispute Resolutions Policy. The Coordinator shall be responsible for coordinating the activities of the Committee such as setting agendas and calling meetings. However, there shall be a rotating Chair and decisions will be consensus based.

15. The Social Justice Committee shall oversee Union endorsements, donations requests and disbursements, and other forms of support and solidarity with external organizations. The Committee will review the campaigns of other organizations, prioritize the Union's social justice focus areas each year, and make recommendations to the General Membership as to donations, endorsements and social justice campaigns for the Union. The Committee shall recommend to the General Membership the donation of up to $1000 each semester, making a few significant contributions of $300 to $400 available to organizations with an annual budget of less than $200,000. Priority shall be given to organizations working to challenge the root causes of poverty, inequality and injustice, with at least one contribution each semester being made to an organization or labour union based in a developing country. Activities of the Committee might include: meeting with representatives of external organizations, inviting speakers to make presentations at GMs, holding educational or media events, and organizing protests or letter-writing campaigns. The Committee shall consist of at least two General Members and the Organizer, who shall resource the Committee.

16. The Finance Committee shall be responsible to both the Executive and the General Membership for matters relating to the TSSU's financial affairs. The primary mandate of the Finance Committee is to assist the Treasurer with the preparation of the annual budget. Other roles include, but are not limited to, assisting the Treasurer with the annual audit presentation, supervising the bookkeeping system, preparing financial statements for the Executive and General Membership (*c.f.* By-Law G.3), administering the TSSU's investments and ash accounts and ensuring that the TSSU's

financial records are accurate and up to date. The Finance Committee shall be comprised of the Treasurer (who shall act as Chair), the Coordinator (who shall act as Chair in the Treasurer's absence) and no fewer than two (2) General Members. The Finance Committee should meet, at a minimum, once every three (3) months (fiscal quarter).

17. All cheques issued by the TSSU shall require the signature of the Treasurer and one of the following: Chair, Secretary, or Coordinator. Other legal documents shall be signed by the Chair and Secretary. If there is an interim Treasurer, then signing authority will fall to two of the following duly elected officers: Chair, Secretary, or Coordinator (*c.f By-Law* H.3).

18. (a) No agreement shall be entered into by a TSSU Officer or Committee Member which changes any terms or provisions of the existing Collective Agreement unless approval of such action has been granted by the Membership of the TSSU by referendum ballot, other than as per (b) below.

    (b) Any changes to the section of the Collective Agreement which deals specifically with the English Language and Culture (ELC) and the Interpretation and Translation Programs (ITP) shall be under the sole jurisdiction of members in those programs. Any changes made to the terms and provisions of the Collective Agreement must only be done after the membership working in the ELC and ITP programs have been given an opportunity to vote on any proposed amendments. This will be done by a majority vote on a referendum ballot. At least fourteen days prior to a referendum, a copy of the proposed changes must be placed in the mailboxes of all members in the ELC and ITP programs with notice of the date, time and location of the polling stations. Polling must take place at Harbour Centre over 2 days and for no less than 2 hours each day.

19. Stipended Executives must present a report of their activities to the Executive at the end of each semester. They must formally request their stipends. The Executive shall decide whether the full stipend shall be received.

20. Commissioners must present a report of their activities to the Executive at the end of each semester. Commissioners must formally request their stipends. The Executive shall decide whether the full stipend should be received.

21. The discussion of selection among candidates for any position shall be held in confidence by all members of the selection body.

22. The members of each Committee will assist the Organizer in the recruitment of new members to participate in their Committee.

23. The Executive Committee shall have a $100 discretionary fund each semester to contribute to organizations working to challenge the root causes of poverty, inequality

and injustice. This sum shall be reserved for time sensitive donations and does not require ratification at a General Membership meeting.

H. Vacancies in Local Association Table Officers' Positions

1. Any TSSU Officer shall have her/his office declared vacant if she/he misses three (3) consecutive Executive meetings without reasonable excuse.

2. By-elections shall be called by the Trustees when a Salaried Officer position becomes vacant unless such position becomes vacant within one (1) month preceding the opening of General Elections, in which case the position shall remain vacant until the General Elections are held.

3. If any stipended Executive/Commissioner position becomes vacant, the Executive can appoint a TSSU member to this vacant position, which must then be brought to the General Membership for approval on an interim basis until such time as an election is called. No interim officer should have any voting privileges or signing authority.

I. Recall

1. Any Steward may be recalled at any time by a majority vote of the TSSU members of the group that Steward represents. After the Steward in question has been notified in writing of a ballot to recall, the ballot shall be held in the presence of the Organizer or delegated Executive member.

2. Any Table Officer may be recalled by referendum ballot of the TSSU Membership, according to the following procedures:

    (a) Following receipt of a petition for recall signed by twenty-five (25) percent of the TSSU Membership, stating the specific complaints against the Officer, the Executive shall send written notice to all the Membership, including a copy of the petition and a brief answer written by the Officer concerned, and announcing a TSSU Membership Meeting to discuss the recall. This notice shall be given a minimum of two (2) weeks prior to the meeting. At that meeting, the Officer and/or a member appointed by her/him shall have the right to speak in answer to the petition.

    (b) The referendum for recall shall be held prior to the next Membership Meeting but not sooner than two (2) weeks following the meeting in I.2(a). The vote shall be carried out by the Trustees in the usual manner.

(c) The Officer will be recalled if the motion for recall is approved by a majority of votes cast.

J. Meetings

1. Any member of the TSSU shall have the right to attend Executive and Committee meetings, in which case the member shall have voice at the discretion of the Chair, but no vote.

2. TSSU GMs shall be held on a regular basis, preferably monthly, but in no case less than once per semester. GMs are not normally held during the months of April, August and December. The date of the GMs shall be determined by the TSSU Trustees. Notice of the precise date, time and place of each meeting shall be given to the Membership at least one (1) week prior to the meeting. Special GMs may be held at any time by the call of the Chair or a quorate meeting of the Executive, by petition of twenty (20) Members of the TSSU, or by decision of a regular GM. Notice of such special meetings must be posted in a conspicuous place at least three (3) days prior to such meeting. Substantive issues, especially those committing the Union to a major expense or those involving significant policy changes, should be advertised at least with the notice of meeting. Such issues should not be decided without the entire Membership being properly informed. Except where otherwise stated, the quorum for business at any GM shall be twenty (20) members.

3. The TSSU Executive shall meet at least monthly at the call of the Chair or of any four members of the Executive, subject to G.1. The quorum for business at any TSSU Executive Meeting shall be a majority of the members of the Executive and a majority of votes cast on any matter shall be decisive.

4. Meetings of Committees shall be at the call of the Chairperson of the Committee, of the TSSU Chair, or of a majority of the members of the Committee concerned. The quorum for business of any Committee shall be a majority of its members, and a majority of votes cast on any matter shall be decisive.

5. Meetings of the Stewards shall be at the call of the Chief Steward or of any two (2) Stewards. The Stewards may decide to hold meetings on a regular basis. The quorum for business at these meetings shall be one-third of the Stewards.

6. At the February GM, the projected budget shall be presented by the Finance Committee for debate and approval by the General Membership. Any major changes in the categories, priorities, and amounts outlined in the budget in the ensuing year must be reported to and receive the approval of a GM for which notice of the budgetary decisions to be made has been given to the membership.

7. No motions shall be made “in camera”.

K. Dues and Finances

1. Subject to By-Law D (Membership), monthly dues shall be 1.6 percent of the gross pay for each member of the TSSU and shall be payable bi-weekly. Dues can only be changed by a majority of votes cast in a referendum ballot of the TSSU Membership.

2. The TSSU shall have the right to levy on its members for special purposes, one assessment per year per member of a maximum of ten dollars ($10.00) which must be approved by a two-thirds (2/3) majority vote of the members at a TSSU GM, provided notice of the vote has been given at least fourteen (14) days prior to the meeting. Further assessments require approval by a referendum vote.

3. All monies in the hands of the Treasurer shall be deposited in the name of the TSSU, and a complete record of all monies received and paid out shall be kept.

4. 7% of annual Union dues shall be put into the strike fund.

5. 4% of annual Union dues shall be put into the Contract Committee Fund. Money not spent in a negotiations year will be kept in the fund to cover the costs of future negotiations.

6. 4% of annual Union dues shall be put into the MMC fund.

7. Both (5) and (6) shall be capped at 40,000 dollars each with additional funds remaining in the general revenue.

8. 4% of annual Union dues shall be put into the arbitration fund. The fund shall be capped at 30,000 dollars, with additional funds remaining in the general revenue.

9. Under normal conditions, the Executive shall have the authority to spend a certain amount of money on any given item without first consulting the Membership. This amount shall be set at the February GM where the annual budget is normally discussed; the previous year's amount shall apply until this issue has been addressed in any given year. The Executive need not seek Membership permission to spend money for normal operating expenses such as printing meeting notices or consulting a lawyer for grievance work. The Executive shall also have emergency spending authority if and when the following conditions are met:

    (a) An extraordinary situation arises which requires immediate action by the TSSU such that it would be inappropriate to wait and deal with it at the next GM due to time constraints and/or the need for secrecy; and

    (b) The action is expected to directly benefit the Union or subset thereof or inaction is likely to cause harm to the Union or a subset thereof.

The action must be agreed to by two-thirds of the Union Executive. The Executive shall report the situation to the General Membership as soon as practically possible and when considerations of secrecy are no longer valid. It should be noted that this By-Law is subject to the conditions of By-Law P.

10. Hours of work, rates of pay and benefits for Salaried Officers and Stipended Officers shall be determined by the General Membership. However, in order to ensure that the Union is engaging in fair labour practices, once an Officer has accepted terms of employment (*i.e.* assumed their elected position) roll backs of salary, benefits, hours allotted, or stipend, cannot take effect until the end of an affected Officers' one year term. Remuneration and paid hours of work can increase at any point in an Officers' term to reflect increases in workload or other changing conditions. However, in no case shall rates of pay for Salaried Officers or Stipended Officers exceed the highest rate of pay for TSSU members.

11. A motion to alter the hours of work, rates of pay and benefits (if any) of the Salaried and/or Stipended Officers can be introduced by any member of the TSSU. Such a motion can be introduced at any GM. Notice of motion must be included in the publicity for this subsequent GM.

12. From time to time the General Membership may create temporary positions and/or allocate funds for the creation of such positions. Individuals hired on a temporary basis shall receive benefits and rates of pay equivalent to that of the TSSU's regular Salaried Officers. Hiring of such temporary workers shall be in accordance with the terms set out in the TSSU's Hiring Policy.

13. Subject to the approval of the General Membership, and in the understanding that every attempt should be made to schedule union duties outside of bargaining unit responsibilities, an Officer or Steward temporarily working on the legitimate business of the TSSU shall be paid at her/his regular Bargaining Unit job rate for any wages lost from her/his job.

L. Approval of Contracts

Any Collective Agreement must be approved by a majority of votes cast in a referendum of the Union Membership. The referendum shall be held in conjunction with a series of meetings to discuss the Collective Agreement, held at times and places such as to give all members concerned an opportunity to attend before they vote.

M. Strikes and Lock-outs

1. In order for a strike to take place, a majority of the members of the Bargaining Unit who vote must approve such action. Voting shall be by secret ballot. Job action shall

not occur immediately after a positive strike vote is obtained. The Contract Committee must first meet with the Administration to attempt a resolution of their differences. If it determines that no real progress is occurring, or if the Administration refuses to meet, a Membership Meeting shall be called. This meeting may then decide upon job action.

N. Members' Rights

1. Every person has a right to the application of the principles of natural justice in respect of all disputes relating to:

    (a) matters in the By-Laws of the TSSU,

    (b) the person's membership in TSSU, or

    (c) discipline by TSSU.

2. TSSU shall not expel, suspend or impose a penalty on a member or refuse membership in the Trade Union to a person, or impose any penalty or make any special levy on a person as a condition of admission to membership in the TSSU:

    (a) if in doing so TSSU acts in a discriminatory manner or

    (b) because that member or person has refused or failed to participate in activity prohibited by the Labour Code.

O. Duty of Fair Representation

1. TSSU shall not act in a manner that is arbitrary, discriminatory or in bad faith

    (a) in representing any of the employees in the Bargaining Unit, or

    (b) in the referral of persons to employment whether or not the employees or persons are members of TSSU.

P. Discipline

Any member of the TSSU shall have the right to prefer charges against any other member of the TSSU, including any or all members of the Executive, according to Section 14 of the Provincial Association Constitution. Charges can be preferred against any member, as soon as she/he has been informed in writing of the charges, and a record of this notification has been filed in the union office, who:

1. Violates any provision of the TSSU By-Laws.

2. Obtains membership through fraudulent means or by misrepresentation.

3. Fraudulently receives or misappropriates any funds or property of TSSU.

4. Acts in collusion with the employer with a view to:

    (a) injuring the TSSU; or

    (b) impeding the implementation of any policy of the TSSU.

5. Fails to act in accordance with any decision of regular or special GMs of the TSSU.

Q. Procedure

1. Except as otherwise provided in the TSSU By-Laws, Bourinot's Rules of Order shall govern the conduct of all TSSU Meetings and TSSU Executive Meetings.

2. Before initiation of debate on an issue, a clear statement of that issue must be made. If such a discussion does not appear to be leading to a specific resolution, then the Chair shall call for a clear statement of motion before that discussion may proceed. (This is different from the usage in Bourinot's rules.)

3. In order to expedite the amendment process, a "friendly" amendment is allowed. If an amendment is proposed which is found acceptable by the mover of the motion being amended, then this amendment is neither debated nor voted on. The amended motion is then treated as though it had been made by the mover of the original motion. If the mover of the original motion does not accept the amendment, then the regular amendment procedure is used. (This is not covered in Bourinot's rules.)

4. The motion known as "the previous question" is made during the course of debate on a main motion, or an amendment thereto, by a speaker who has the floor. If "question" is called, and the Chair is of the opinion that the issue has not been adequately discussed, then she/he may disallow that motion. The motion must be seconded and may be debated, but may not be amended. "The question" must be dealt with immediately. If carried, a vote must immediately be held on the main motion or amendment. If the motion to call the question is defeated, debate on the main motion or amendment resumes where it left off. (This is different from the usage of "the previous question" in Bourinot's rules.)

5. Any of the By-Laws may be amended by a two-thirds majority vote at any TSSU GM. Notice of motion to amend the By-Laws shall be provided at the GM prior to the meeting at which they will be voted on. Notice of motion to amend the By-Laws

should also be included in the publicity for the subsequent meeting at which the vote is to be held. The Membership may decide, when presented with a proposed By-Law amendment or change that the proposed amendment is of such a substantive nature, or the issue being addressed is such that the entire membership should be given the opportunity to vote on the proposed amendment. In such a case any member present may propose, and the membership meeting then vote on, sending the proposed amendment to a referendum mail out vote. This vote, to send an amendment to referendum, must pass by a simple majority. Should the membership meeting vote to send an amendment to referendum the By-Law change referendum question should be included in the mail out for the next regularly scheduled election. This amendment must pass by simple majority. If the TSSU should conduct poll station balloting in the election then the referendum shall take place at that time and in that fashion instead of a mail out.

R. Conduct of Elected Officials

If, in a written complaint to the Executive, any elected Union Officials are alleged to be in any of the following situations, an ad-hoc committee consisting of an Executive Member, a General Member, and a Trustee (none of whom can be directly involved in the alleged situation) should be struck. After consultations with the persons involved, the Committee will make a deliberation on a) whether the Official was in the situation, and b) whether being in this situation is contrary to the interests of the Union. If the Committee answers yes to both of these, then appropriate remedies will be formulated. If deemed necessary by the Committee, this may include resignation from office.

1. During General Membership or Executive Meetings

    (a) Supplying information about another Union member that was acquired through privileged access (*i.e.* not publicly available) and in a non-union setting.

    (b) Introducing and providing background information for a delegate position during the same meeting where one stands for nomination to that position.

2. During Day to Day Union Business

    (a) Allowing personal relationships to influence one to lower (or raise) one's standards with respect to products or services contracted for the Union.

3. When Union Members Also Have Concurrent Affiliations

    (a) Union Affiliations

        (i) Applying for a casual labour position in the Union while one is an Executive member.

(ii) Agreeing to represent the Union in an adversarial relationship in which a person with whom one has an ongoing close relationship is on the other side.

(iii) Being a member of an investigative committee whose subject is someone with whom one has an ongoing close relationship.

(b) Non-union Affiliations

(i) When two or more members have mutual affiliations involving employee-employer relationships.

(ii) If a non-union affiliation involves a management position on campus.

(iii) Speaking or acting as a TSSU representative when not specifically asked to do so by the union. This may include introducing oneself as a member of the TSSU without stating non-representative status.

S. Staff

1. The Union shall employ a full-time Member Representative (35 hours/week). The TSSU Executive shall serve as the "employer" of the Member Representative on a day-to-day basis; however, any decision to hire or fire a Member Representative can only be done if there is concurrence on that course of action by a majority of both the General Membership and the Executive. The Chief Steward shall be the Executive's principal point of contact with the Member Representative.

2. The Member Representative, in collaboration with the Chief Steward, shall be the principal person within the Union to handle grievances and prepare cases for arbitration, and perform research necessary to carry out these tasks. In all decisions made pertaining to grievances and arbitration, the Member Representative must consult with the Chief Steward, who maintains authority on these matters, except, where appropriate, the grieving member. The Member Representative will respond to members' questions related to their employment and the Collective Agreement. She/he shall be responsible for reviewing and maintaining the contracts of TSSU members, and contacting departments to address any problems that arise from the contracts. The Member Representative shall serve as a non-voting member of both the Contract and Grievance Committees, and will keep an ongoing diary of contractual issues to be used as a resource by the Contract Committee. At the discretion of the other members of the Contract Committee, the Member Representative may be involved with bargaining. The Member Representative should principally work from the TSSU's main office.

3. The first year of work as a Member Representative, beginning from the date of hire, shall be considered probationary. At the start of the second year, the TSSU General Membership will evaluate whether or not to sign a two-year contract with the employee. Once the employee has completed their third full year of work, she/he will attain 'continuing' status. At the point that this has been achieved, the General Membership will evaluate the employee's performance on a three-year basis (i.e. the beginning of years four, seven, etc.). Unless significant problems are identified with the continuing employee's performance, the General Membership shall ratify the employee for another three-year period. The employee shall have the right to speak to the General Membership at the meeting in which her/his continuation is discussed, although she/he should not be present when a vote is taken on the question.

   An employee whose contract is not continued can initiate a one-time appeal to the General Membership. An appeal must be initiated within one week of the General Membership meeting at which the decision was made not to continue the Member Representative's employment. If such action is taken, the Executive will immediately convene a meeting to review the appeal and prepare (i) a summary of the case, and (ii) a recommendation to the General Membership, which will consider the appeal at the subsequent General Membership meeting. The General Membership's decision on the appeal will be final.

4. The Member Representative is encouraged to pursue union representation. The level of pay and benefits shall be comparable to those outlined in the Salaried Officers Benefits Package. Additionally, subject to the terms established between the TSSU and the union representing the employee, the Union shall provide (a) full medical and dental coverage, (b) a maximum childcare expense of $500 semesterly per child, (c) RRSP contributions at a level determined by the General Membership, and (d) five weeks of vacation per year.

TSSU Policies

By-laws: Policy for Updating of By-laws

Upon approval of a by-law or policy change the Trustees, exclusively, shall update the By-Laws and maintain a list of these changes with dates and references to the meetings in which these changes took place. The Trustees shall also ensure that every member of the executive receives a copy of these changes, and that general members have access to the most up-to-date copy of the by-laws.

Ratified at 10-22-2009 GM

Absentee Treasurer Policy

In the event the Treasurer is unable to attend for more than two (2) weeks, or if the position is vacant, the Coordinator shall be empowered to sign and issue cheques. Cheques issued under this policy shall be countersigned by any other signing officer. A full report of unusual disbursements shall be kept and provided to the newly-appointed Treasurer when he/she is appointed. In an emergency, any two signing officers may authorize a cheque without the Treasurer's presence or signature, provided that a report of the same is provided to the Treasurer immediately. (Ratified February, 2012)

Code of Conduct

1. The Code of Conduct shall apply at meetings held by the TSSU
2. Violations of the Code of Conduct are to be brought before the Dispute Resolution Panel if necessary
3. The purpose of the Code of Conduct is to allow members to participate in the union without discrimination or prejudice, such that all members may engage in debate in accordance with Bourinot's rules.
4. All members in meetings shall:
    a. Keep to the rules of order as established in the Union Bylaw "Procedure"
    b. Maintain civil speech by debating ideas, not people
5. Nothing in this policy shall have the effect of restricting the right of members to hold, discuss or debate well-reasoned viewpoints where relevant, even where said viewpoints are unpopular or unusual. The TSSU reaffirms that free, open and vigorous debate are at the heart of any democratic, open and functional institution.

Ratified February, 2012.

Childcare Policy for TSSU Members

Explanation

At the November 1996 GM a motion offering money for childcare for TSSU members was passed. This motion was implemented, but never written into formal policy.

The motion was formed into policy and changed slightly to reflect the current practice of the union.

Childcare Policy for TSSU Members

TSSU offers childcare subsidies to members attending TSSU meetings and events. TSSU will reimburse members for the cost of childcare up to an hourly maximum equivalent to the minimum wage. For meetings and events longer than 5 hours, receipts will be required. It is understood that the subsidy may not cover the full cost of childcare.

Aug. 13, 2001

Committees Policy: Email Use in Committee Procedure

Motivation

Given that electronic mail is a relatively modern technology, it is not surprising that *Bourinot's Rules of Order* (which governs TSSU procedure in areas not explicitly covered in the *Teaching Support Staff Union By-Laws*) is silent on this matter. The activities of TSSU Committees are governed in part by the two aforementioned documents in order to ensure their orderly operation as well as their accountability to the Executive and General Membership.

Recently, an increased number of Committees have occasionally use electronic mail, rather than quorate Committee meetings, as the medium for discussion, debate and decision making. In doing so, a number of issues, including uneven regularity of electronic mail checking and reading within Committees, the possibility of side discussions not involving the entire Committee as well as the lack of proper minutes and inadequate record keeping are raised.

Purpose and Scope

The intent of this Policy is to set out guidelines restricting the use of electronic mail by TSSU Committees (including the Executive Committee) for decision-making purposes. In no way does the Policy seek to curtail Committee discussion and debate through the medium of electronic mail or otherwise. The Policy does not apply to General Membership meetings, as the General Membership is not considered to be a committee but rather a deliberative body.

Policy

1. In general, electronic mail shall not be deemed an acceptable surrogate for a regular, quorate Committee meeting.

2. Substantive decision (One may interpret as "substantive" any decision which would ordinarily require quorum as well as a duly seconded motion in order to be considered) of any Committee are to be made exclusively at quorate meetings, with the following exception.

3. In the event that extraordinary circumstances (e.g. extremely short notice, closure of the University, time-sensitive information) reasonably preclude the Committee from meeting, decisions made using electronic mail are to be permitted subject to the following conditions:

    a. The discussion leading to the decision, as well as the decision itself, shall include all members of the Committee.
    b. The appropriate mailing list (e.g. tssu-educ@tssu.ca) shall be used.

c. Any such decision requires a majority of Committee members to be in concurrence. Concurrence shall be designated by an affirmative statement sent to the appropriate mailing list.
d. The Committee Chair or her/his designate (For Committees without a permanent Chair, the Committee shall designate a member for this purpose.) shall inform the TSSU Office in a timely fashion of any decisions taken under the auspices of this Policy.
e. Any such decision is to be ratified at the next regular quorate Committee meeting. The matter shall be considered "old business" and is to be considered ahead of any other business other than routine proceedings. The decision and relevant discussion leading up to said decision shall be read into the minutes of the next regular quorate Committee meeting.
f. Should any such decision fail to be ratified in the manner described above, the Trustees are to be informed immediately. The Trustees shall inform the Executive Committee of the situation.

4. No decision taken under Section 3, above, shall be deemed a meeting for the purposes of satisfying the requirements for meeting frequency set out in the *By-Laws*.

5. Subject to the approval of the Executive Committee, the Trustees shall be empowered to declare out of order any Committee decision taken using improper procedure.

6. Complaints involving this Policy are to be directed to the Internal Relations Committee (IRC) in writing. The IRC shall respond in writing within ten (10) business days. Depending on the nature of the complaint, the issue may be subject to the *Dispute Resolution Policy*.

July 9, 2001

Committees Policy: Executive Members on Committees

Explanation

When looking at the other policies, the Internal Relations committee was concerned that some Executive members were required to join committees as a part of their job descriptions (e.g. the Treasurer must join the Finance committee, the Chief Steward must join the Grievance committee), while other Executive members had no such extra requirements placed on them. It was felt that it was unfair to ask some but not all Executive members to join committees as a part of their job description. As well, the stipend policy had recently been changed and there were questions as to which committees various Executive members could claim a stipend for.

The job descriptions for each Executive position have recently been changed, and at least part of the intent of these changes was to lay out which committees each Executive Member should join. It did not seem constructive to attempt to change the job descriptions once again, as the Internal Relations committee felt that this slight oversight could be corrected with a policy.

Executive Members on Committees Policy

All Executive Committee Members must join at least two (2) committees (either internal TSSU committees, or as a representative for TSSU on an external committee) for the length of their tenure. Specific committee membership as directed by the by-laws is seen to fulfill this two (2) committee membership requirement.

Membership on these two (2) committees is seen as a requirement of being a member of the Executive Committee and thus a stipend request for these committees will not be granted. Membership on a committee beyond the two (2) required committees will not be seen as a part of the job description of an Executive member and a committee stipend will be granted upon request.

Oct. 18, 2001

Committees Policy: Removal of Volunteers

1. This policy exists to allow individuals to be removed from committees under certain circumstances, as enumerated within. The Union acknowledges that this may be periodically necessary where one or more individuals' behavior is actively disrupting the workings of the Union, placing the membership in danger, threatening to bring the Union into disrepute, or where a member is harming the Union by working in bad faith.

2. This policy may only be invoked if one or more of the following circumstances apply:
    a. The individual has been ordered removed from a Committee under the Harassment Policy AND/OR
    b. The individual has been ordered removed from a Committee under the Dispute Resolution Process AND/OR
    c. The behavior of the member or members is actively impeding the ability of the Committee to fulfill its mandate
        i. Notwithstanding the above, and in keeping with the Code of Conduct, mere opposition to an idea is insufficient grounds to invoke this policy. The TSSU respects the right of members to engage in structured, civil debate within the union in the development of policy and action; "disruptive" action thus must be in bad faith.

3. This policy may not be invoked to remove Salaried Officers or other Elected Officers or Members (including Stewards) from their positions.

4. Individuals should proactively disclose any conflict of interest they may feel concerns them, working within the definition given under the Dispute Resolution Policy.

5. Where threats have been made, the matter should immediately be referred to the Ex-Officio per the Harassment Policy.

6. Where the work of a Committee is both time-sensitive and mission-critical, the matter should be immediately and discretely brought to the attention of the Executive Committee.

7. Procedure
    a. Where this is an outcome of the DRP, either directly or via a Code of Conduct violation, the DRP panel shall write a formal letter to the Executive, notifying them of the decision. One or more members of the DRP may be invited to the Executive Meeting for questioning if necessary.
    b. Where this is an outcome of the Harassment Policy, the Arbiter shall issue the Executive Committee with a formal letter as above. If the Arbiter is external to the Union, rationale must be present in the report.
    c. Where it is an outcome of neither the DRP nor the Harassment Policy, the Committee shall itself issue a letter to the Executive Committee, signed by no less than an absolute two-thirds majority of the Committee, explaining in detail both the situation and why the DRP has not been invoked.

d. The Executive retains the right to deny the request without prejudice, recommend it to the DRP, or recommend other actions be taken.
e. In the event a request is denied or a motion to make such a request fails, information pertaining to the request is to be destroyed or removed entirely to the Privacy Officer's domain. The member shall retain full rights on the Committee(s) he/she served upon.
f. If those involved (DRP, Exec or Committee) feel a full removal is not warranted, they may put the individual(s) named on probation for a period not exceeding one year. An individual on probation's behavior in the named Committee may be periodically monitored for continued problems, in which case the original body may vote to remove the member and submit a report on the same to the Executive or DRP Panel as necessary.
g. In the event the removal succeeds:
    i. If the removal arises from the Harassment Policy, the Arbiter may set a term for which the individual is removed. It has no ceiling, but any time over 1 year (2/3 the expected span of a Master's Degree) should be subject to periodic review
    ii. Failing this, a removal order may not stand without review for a period of more than one year
    iii. The Trustees are tasked with monitoring to ensure that the individual does not volunteer or do work for committees he/she is banned from.
    iv. The individual shall be paid out the prorated amount of their stipend from the beginning of the semester until the proceedings began, calculated biweekly (e.g. X/8, where X is the amount of the stipend.)

Original of June 13, 2001 repealed February 2012. Replaced with above, February 2012.

Dispute Resolution Policy

The Dispute Resolution Policy is not to be invoked in cases of harassment (see Harassment policy) or in criminal matters (seek appropriate body). The goal of the policy is to facilitate communication between members doing work for the union to come to an amicable resolution. The TSSU is committed to a mediation-based strategy for working through disputes between or among one or all of the following types of persons: salaried officers, executive members, stipended committee members and casual or work-study employees (who may or may not be TSSU members). The onus is on the involved member(s) to bring any dispute to the attention of the TSSU in a timely fashion, by contacting one or both of the Trustees, or another member of the Executive in the event that there are no Trustees. The process is verbally based to facilitate maximum flexibility to work through issues. Once a request for mediation is made, the Internal Relations committee shall strike a Dispute Resolution Panel (DRP). Individual meetings with the DRP will be used to discuss the issue and possible acceptable resolutions. Once the parties involved agree upon the basic principles of resolution, then a final, face-to-face meeting of all involved will be held to solidify the details. The DRP does not have the power to enforce any decisions. The purpose of the DRP is to simply make recommendations such that the parties can move forward with union business as soon as possible. In any case the TSSU reserves the right to refer complaints to another forum. If at any point the DRP feels the problem is beyond the scope of their abilities, this issue shall be forwarded to the executive committee.

Membership of the DRP:
The DRP shall consist of one general member or steward, one executive member, and one salaried officer. However, two out of three members will suffice to begin the resolution process. A general members participation in the DRP shall qualify him/her for a committee stipend of $150 for up to 10 hours of work. Further remuneration may be proposed to the Executive.

Conflict of Interest
A member cannot be ratified to the Dispute Resolution Panel if they are deemed to be in a conflict of interest. The term conflict of interest is used in this policy in the traditional sense of if a member stands to gain in a monetary or material fashion from any resolution of said dispute they will be deemed in conflict. The intent of this policy is to assume the integrity of all involved and rely upon members to self identify any conflict, real or perceived, that they may have in regards to any dispute that is brought to the TSSU. Mere closeness does not necessarily fulfill the criteria for a conflict of interest owing to the tight-knit structure of the TSSU. The TSSU has the authority to appoint an alternate to the dispute resolution panel in the case of a conflict. In this manner, the timeliness of the dispute resolution will not be jeopardized due to unnecessary procedural difficulties. Any alternate must be mutually agreeable to the parties in the dispute.

DRP Procedure

The aim of the DRP is to resolve any conflict in a timely manner. As soon as is reasonably possible the parties and the DRP should agree on a timeline. All parties must agree upon a timeline before proceeding with the DRP.
The timeline will include dates or deadlines for:

1) A scheduled individual meetings with the DRP
2) A meeting in which the DRP will deliberate
3) The appropriate time for the final face-to-face meeting with all involved and the DRP in which the DRP will issue its final report.

If any disputing party wishes to make a formal response to the DRP report, they shall do so in a timely fashion.

Evaluation:
The Dispute Resolution Panel will do a one-month follow-up to evaluate the agreed upon resolution and the effectiveness of the process. This evaluation will be done separately with all parties.

It must be emphasized that, as the Dispute Resolution Panel is not a disciplinary mechanism, no binding resolutions may come out of the policy without recourse to the Executive Committee. All resolutions are ideally to be agreed upon without recourse to the Executive Committee and with the full, mutual consent of the complainant parties.

Originally ratified Feb 25, 2004.
Repealed and replaced, Feb, 2012.

PROCESS

Skills development can take a variety of forms such as workshops, course work and conferences. Information about these opportunities should be widely announced in steward and other committee meetings with enough opportunity for interested members to participate.

Application by a member to have TSSU cover all or part of the cost of a particular opportunity will generally involve the preparation of a small paragraph. The paragraph should detail the particular course, workshop, conference, etc. that the member wishes to take, how they think it will benefit their activism within the union, and how they plan to take the work back to the union, i.e. giving a workshop, writing a newsletter article, etc. Essentially, the member needs to create a case for why and how this workshop, or other form of skills development, is important for them in their work with TSSU. The executive of the union will review all applications based on the priorities below and will notify applicants of decisions as soon as possible. All applicants are welcome to attend executive meetings in which funding applications are considered.

Upon the selection of the successful candidate, the executive will ensure that the candidate understands that materials obtained during skills development will be brought back into the union.

Priority

Acknowledging that not all requests for resources can be accommodated because of budgetary constraints, priority for funding applications usually will be given according to the following considerations:

For Salaried Officers, skills development to perform the work of the union position is a high priority.

For other members, skills development usually will be focused on those members who are active members in the union.

In the instance of a conflict of interest, the executive member will abstain from the decision making process. A conflict of interest includes, but is not limited to, the situations described in the TSSU By-Laws, Section II, R: Guidelines for Conduct of Elected Officials. For example, a close on-going relationship between a member of the hiring committee and an applicant would be considered a conflict of interest.

Elections Policy

Explanation

In December ’04 a situation arose for the first time in the history of TSSU: a failure to have a clear election result. It was then decided to improve our Election Policy to cover this situation. It was also felt that it was appropriate to improve the Policy overall. The previous policy contained too much micromanagement, for example stating how many posters must be put up, how big those posters should be, and exactly what information should be put on the posters. In some places, the Policy contradicted the Bylaws, for example the Bylaws state that the Trustees are responsible for elections, so a policy cannot assign that responsibility to a separate committee. In many cases, the Policy repeated the Bylaws, and all such clauses were removed.

The general principle that was used in creating this policy is that the absence of a “cookbook” forces the people involved in elections to actually think about what is responsible behaviour.

A major difference from the previous Policy is the removal of the Electoral Committee. Overseeing elections is the responsibility of the Trustees. If no Trustee is available, this is covered in the Bylaws. TSSU has functioned for 25 years without an “Independent” Electoral Committee. What has changed in the past few years to justify the addition of a new layer of bureaucracy? The Membership may still appoint an Electoral Committee to assist the Trustees or Returning Officer in the election duties.

The campaigning section is very brief. Is there an advantage to having a lot of rules here? Look at the SFSS elections. They have lots of rules, but it doesn’t actually stop improper actions by the candidates. It just makes it easier to assign penalties by rote.

The new section deals with tiebreaking in the event of multiple candidates for a position.

TSSU Elections Policy

Preamble

Many of the regulations surrounding election procedure are found in the By-Laws. This policy is meant to augment the By-Laws. In the event of a conflict between this document and the By-Laws, the By-Laws shall prevail.

I. Eligibility

1. No member shall run for an Executive position if s/he has held that position for 2 or more years cumulatively.
2. No member shall run for any of the salaried officer positions if s/he has worked as a salaried officer for 4 or more years cumulatively.
3. No member shall hold more than one Executive position simultaneously.

II. Responsibility

1. The Trustees or Returning Officer are/is responsible for ensuring that the ballots are secure during the polling period. The following techniques are recommended to ensure ballot box security:
    a. keep the ballot boxes in a locker, the combination to which is not known to anyone else, or
    b. seal the boxes with a sticker signed by the officer who closes the poll at the end of each day, or
    c. seal the boxes with a combination lock, the combination to which is not known to anyone else.
2. The membership may appoint an Electoral Committee to assist the Trustees or Returning Officer in the election duties.
3. At the time that nominations are opened, the Trustees or Returning Officer must inform the Membership of the option to strike an electoral committee, of the relevant by-laws and other such matters of information regarding electoral regulations and procedures.

III. Campaigning

1. The TSSU executive will distribute to the Membership one copy of a statement from each candidate.
2. None of the TSSU office spaces, materials, computers or resources may be used for campaign purposes.
3. All campaign material must be approved by a Trustee or Returning Officer, whoever is appropriate.
4. Candidates shall not campaign or loiter near the polling stations during the polling period.
5. The TSSU executive shall not publicly support or campaign on behalf of any candidate.

IV. Balloting

1. If polling stations are used for the balloting, then polls shall be open:
    a. for 2 or 3 days at the Burnaby Mountain campus for a minimum of 4 hours per day during high traffic hours, and
    b. a minimum of 3 hours at SFU Surrey during high traffic hours, and
    c. a minimum of 3 hours at SFU Harbour Centre during high traffic hours.
2. Mail-out ballots shall be used for members at SFU Kamloops.

If there is only one candidate for a given position, a yes/no ballot shall be used. In the event that a majority of 'no' ballots are cast, or in the event of a tie, the position will remain vacant and the Trustees or Returning Officer shall re-open nominations for that position.

3. Where there are exactly two candidates contesting a given position, the candidate receiving the majority of votes cast will be declared the winner.
4. Where there are more than two candidates contesting a given position, an Alternative Vote system of balloting shall be employed. Each voter receives one ballot, on which the candidates are marked in order of preference. If no candidate receives the majority of the votes, the candidate receiving the smallest number of

votes is eliminated, and any votes for the eliminated candidate are transferred to the next preference on the respective ballots. This process of recounting is repeated until one candidate receives the majority of the votes. See appendix if more details are needed.

5. In the event of a tie between two candidates, a General Membership meeting will be held within two weeks, where by a majority vote, the Membership shall decide between the two candidates.

Appendix for elections policy

l. METHOD OF VOTING

a. Each voter shall have one transferable vote.
b. A voter in recording his/her vote on a printed voting paper:
   i. must place on his/her voting paper the figure 1 opposite the name of the candidate for whom he/she votes;
   ii. may indicate the order of his/her preference for as many other candidates as he/she pleases by placing against their respective names the figures 2, 3, 4 and so on.
c. A voter in recording his vote on a plain voting paper:
   i. must write on his/her voting paper the name of the candidate for whom he/she votes;
   ii. may indicate the order of his/her preference for as many other candidates as he/she pleases by writing their names in order of preference.

2. SORTING THE PAPERS

a. The returning officer shall examine the papers and shall sort them into parcels according to the first preference recorded for each candidate, rejecting any that are invalid.

3. COUNTING THE PAPERS

a. The returning officer shall count the papers in each such parcel and shall credit each candidate with a number of votes equal to the number of valid papers on which a first preference has been recorded for that candidate.
b. If the vote for any one candidate equals or exceeds the votes of all the other candidates combined, that candidate shall be declared elected.
c.
   i. If not, the returning officer shall exclude together the two or more candidates with the least votes if the total vote of such two or more candidates does not exceed the vote of the candidate next above, otherwise he/she shall exclude the candidate having the fewest votes
   ii. The papers of the excluded candidates shall be transferred to whichever of the continuing candidates is marked by that voter as his/her next available preference, and the votes thus transferred shall be added to the first preference votes of those candidates.
   iii. Any paper on which no further preference is marked shall be set aside as non-transferable and the total of such papers shall be recorded.

4. TIES

a. If when a candidate has to be excluded, two or more candidates have each the same number of votes and are lowest on the poll, the candidate with the lowest number of votes at the earliest stage in the count, at which the candidates in question had an unequal number of votes, shall be excluded.
b. If two or more candidates are still equal and lowest, the returning officer shall decide which shall be excluded

5. DEFINITIONS

a. The expression 'first preference' means the figure 1 standing alone opposite the name of a candidate or the name of the candidate given first in the list of order of preference by the voter.
b. The expression 'valid voting paper' means a voting paper on which a first or only preference is unambiguously expressed.
c. The expression 'invalid voting paper' means a voting paper on which no first or only preference is expressed, or on which any first preference is void for uncertainty.

d. The expression 'continuing candidate' means any candidate not yet excluded.
e. The expression 'next available preference' means a second or subsequent preference recorded in consecutive numerical order for a continuing candidate, passing over earlier preferences for candidates already excluded.
f. The expression 'transferable paper' means a voting paper on which a next available preference is unambiguously expressed.
g. The expression 'non-transferable paper' means a voting paper on which no next available preference for a continuing candidate is expressed, or on which any next available preference is void for uncertainty.

Ratified at 10-26-2005 GM
Amended at 10-29-2008 GM

Email Policy

Explanation

Every day TSSU gets many emails about various committees and actions taking place both on campus and in the larger environment. There was no policy in place outlining what email, of the dozens we receive a day, was appropriate to forward on to TSSU members with the TSSU signature file at the end of them.

Having the TSSU signature file at the end of an email accords a certain amount of authority to the email, and email with the TSSU signature file can easily be seen as being officially sanctioned by TSSU.

As many of these emails are on contentious subjects and actions, it was felt that a policy should be put in place to protect TSSU.

Email Policy

All email bearing the TSSU signature be restricted to union business or information from groups with which TSSU is officially affiliated.

Feb. 13, 2001

GSS Policy

Preamble: The TSSU is permitted to send one voting member ("GSS Rep") to the meetings Graduate Student Society (GSS). Where the member is unable to attend, the TSSU is also permitted to send a single member as an alternate ("alternate") who, if registered with the GSS, may exercise voting privileges in the absence of the voting member. The GSS Rep is paid by the GSS for attending each meeting.

1. The GSS Rep and alternate shall be elected by quorate assembly of the membership as required.

2. The term of this position shall last as long as the members in question remain members in good standing and abides by the rules and regulations set out in this policy document and in the bylaws of the TSSU.

3. The GSS Rep shall attend all meetings of the GSS he/she is required to attend and exercise his/her voting rights in the best interests of the Union.

a. In the event he/she cannot attend, the GSS alternate – who shall attend all meetings – shall vote in his/her stead.

4. The Representative and Alternate shall periodically present to the Executive & General Membership news of interest to the Union, seeking guidance.

5. In the event it is not possible to contact the TSSU membership before a vote is to be taken, the individual shall vote for what he/she believes will best serve the union and membership, and shall inform the TSSU Membership of this within 24 hours of the vote taking place.

6. The alternate representative, having registered with the GSS as the alternate, shall be entitled to the stipend accorded a Steward, provided he/she attends all meetings he/she is required to attend.

a. To claim this stipend, he/she shall file a report of his/her actions, advocacy and attended meetings alongside his/her stipend application.

Ratified: March, 2011 GM

External and Internal Representation Policy

Any external or internal TSSU representative position be reviewed and ratified on an annual basis. The representative shall provide a semesterly report to the TSSU along with her/his stipend request.

Ratified at 10-27-2004 GM

Harassment Policy (Internal)

1. Preamble
    a. The Union recognizes that its members have the right to work in an environment free from harassment. Per the requirements of the laws of British Columbia, the TSSU Internal Harassment Policy sets out a framework for dealing with harassment occurring within the Union environment.
2. Limitations
    a. This policy does not apply to situations better served by external or other policies. These include, but are not limited to:
        i. Harassment not occurring within the Union between Union Members (consult SFU's Harassment Policy)
        ii. Poor conduct or disputes which do not meet the definitions of harassment set out in this policy or under the laws of our jurisdiction, including but not limited to simple misbehaviour, personality conflicts, rudeness &c (see the Dispute Resolution Process and the Removal of Volunteers Policy)
        iii. Cases of criminal misconduct (consult law enforcement)
3. Definitions
    a. **Harassment** is defined as deliberate actions which a reasonable individual ought to know to be unwelcome by the recipient and serve no legitimate, work-related purpose, directed towards an individual or individuals. (ii) Harassment may be, but is not limited to being done on the basis of any of the protected grounds of discrimination in the Human Rights Code of BC. These include race, sex/gender, sexual orientation, national or ethnic origins, religion, disability, marital status, political beliefs, possession of children, or conviction for an offense (summary or criminal) unrelated to employment.
    b. **Sexual harassment** constitutes a distinct category including (i) the use of real or perceived authority in procuring sexual favours; (ii) sexual advances with work consequences, actual or implied; (iii) sexual threats, abuse or intimidation of a verbal nature; (iv) unwelcome sexual remarks or questions; and (v) unsolicited and unwanted physical contact. The definition of sexual harassment is not intended to, nor shall it, interfere with normal interactions, social contact and relationships between consenting adults.
    c. **Union members** include anyone who held (at the time of the complaint) membership under section D of the By-Laws. Individuals hired in emergency situations, or by special acts of the General Membership to perform duties (e.g. of a salaried officer) are also considered "members" for the purposes of this policy.
    d. **Internal** means simply "between members" or "within the Union." Harassment may thus occur outside of the office.
    e. **Internal facilitator** refers to the Ex-Officio Officer of the Executive Committee as discussed in §G8.

4. Procedure
    a. The complainant shall contact the Ex-Officio assuming informal mediation (i.e. working it out, if possible) has failed.
    b. The Ex-Officio will hear each side of the story, calling back each person to address contradictions as required.
        i. A face to face meeting is not required, but is an option if agreeable to all parties
    c. The Ex-Officio shall issue a report on the subject, in consultation with the Privacy Officer
    d. In the event the aforementioned procedure (4a-4c) is insufficient, or in the event that the Ex-Officio or Privacy Officer is involved in the complaint, or in the event that there is a clear conflict of interest with regards to the Privacy Officer or Ex-Officio and a named party, the process shall immediately move to 4e
    e. Should any of the conditions in 4d arise, an external mediator with labour/Union/harassment experience shall be retained by the Union, being paid out of the Arbitration or Professionals budget line items. A list of acceptable mediators is provided herein. The Arbiter will issue a report including his/her resolutions to the Privacy Officer. The conditions under which the Arbiter is hired or retained shall include the clause that the decision, findings and resolutions – which shall remain confidential – shall not and must not cause undue harm to the Union.
    f. The report shall remain on file with the Privacy Officer.
5. External Mediators
    a. These individuals form the list of mediators who may be employed
    b. This list may be changed by standard amending procedures from time to time
    c. The DRP may use another without recourse to (b) if the named individuals have retired or are unable to do so by virtue of illness or similar
    d. Names:
        i. Zorica Bosancic – zorikab@shaw.ca (604-880-9841)
        ii. Mike Dumler – mike@mdulmler.ca (604-340-6774)

Ratified February, 2012.

Hiring Policy

THE WORK OF THE HIRING COMMITTEE SHALL BE GUIDED BY THE FOLLOWING POLICY:

As a prelude to every Hiring Committee's work, the committee members should enter into a discussion about the principles of affirmative action and how they plan to implement those principles for the current hiring. The Hiring Committee shall have a set of selection criteria, a written hiring guideline, a reasonable time line and meeting minutes for use in the event of disputes. The selection criteria shall be prepared before the job is posted, and the content of the job postings shall match the selection criteria.

AFFIRMATIVE ACTION

TSSU is committed to the principle of affirmative action and job postings will indicate the policy.

Affirmative action facilitates the involvement of members in the union regardless of, but not limited to, sex, sexual orientation, age, marital status, physical disability, previous and current psychiatric or psychotherapeutic treatment, color, race, religious or political beliefs, national origin, whether she/he is a part-time or full-time student, and whether or not she/he has children and/or dependents.

The principles of affirmative action will be applied at every step in the hiring process.

HIRING COMMITTEE COMPOSITION

Hiring for the TSSU will be conducted with a minimum four member committee consisting of, but not limited to, one salaried officer, one Trustee (or one executive in the event that there is not a Trustee available) and at least two general members, who shall be eligible for stipend according to the union's stipend allocation policy. Without participation of general members, the Hiring Committee shall not conduct any key step in the hiring process. The structure of the Hiring Committee shall be maintained at all times throughout the hiring procedure and even if a member of the committee opts out, the committee shall continue and seek another alternate member to restore the structure of the committee as soon as possible.

Normally, the Hiring Committee shall be ratified at a General Membership meeting prior to the hiring process.

ADVERTISEMENT

All the job postings shall be sent out at least 10 business days before the application deadline. No applications shall be accepted after the application deadline.

In every posting, there shall be included job duties listing the minimum qualifications normally expected for the position, duration of the hiring process, application deadline, possible interview dates, and contact information. It shall be clearly indicated in the postings that it is the applicant's responsibility to ensure that the Hiring Committee receives her/his application package. The Hiring Committee will comply with the TSSU Privacy Policy to protect the candidates' personal information. The applicants shall include only the photocopies of important documents in their application packages.

The applicant shall specifically inform the Hiring Committee of any difficulties in advance, e.g. schedule conflict that she/he may encounter, to get reasonable adjustment for the interview.

To facilitate equitable participation in the work of the union, job postings should be sent to a number of constituency groups on campus including, but not limited to, TSSU members by emails and postings on union boards, Aboriginal Students Association, Association for Students of African Descent, Students of Color Caucus, Out on Campus, Women's Center, as well as the more traditional posting avenues, such as the PEAK, and campus TV displays.

Job postings will indicate that, the preference will be given to TSSU members and that volunteerism with TSSU is an asset. However, where continuity for long term service is desired, priority may be placed on candidates external to the membership.

Job postings will stipulate that TSSU uses affirmative action standards in all its hiring practices.

CONFIDENTIALITY

The discussion of selection among candidates for any position shall be held in confidence by all members of the Hiring Committee.

SHORT-LISTING AND SELECTION OF CANDIDATES

Usually, every candidate will be interviewed. However, where the number of applications exceeds five, a short list of interview candidates may be compiled. The short list shall include three primary candidates and two secondary candidates. Only those applicants who have been short listed will be contacted. The three primary candidates will be interviewed. The two secondary candidates may be interviewed when necessary. The candidates to be interviewed shall be notified no less than one week (or 5 business days) before the interview time.

Each member of the Hiring Committee shall review all applications and rank order the applicants using the guidelines of the TSSU Hiring Policy and the qualifications listed in the job posting.

The rank ordered lists will be reviewed by the whole Hiring Committee and a short list will be compiled using a consensus model.

Between the deadline for the job applications and the set-up of interviews with short listed candidates, the time period will be no longer than three weeks.

If possible, all interviewees shall be interviewed within one day. Every member of the Hiring Committee shall participate in both the interview and the selection. The selection of candidates shall be based on both the application package and the interview. The selection results shall be produced within one week after the interview.

After the selection, the Hiring Committee shall submit a brief hiring report to both the Executive and the General Membership. The selection results shall be ratified by the General Membership meeting before released to the applicants. At least one backup candidate shall be suggested for the position in the event of the best candidate's refusal to take the job.

Cooperating with TSSU Coordinator, the Hiring Committee shall produce and send an offering letter signed by the chair of the Hiring Committee and a contract signed by TSSU Chair or Secretary to the selected candidate.

ADJUDICATION OF CONFLICT OF INTEREST

Where disputes or questions arise regarding conflict of interest in the Hiring Committee, the matter shall be referred to the Dispute Resolution Panel to be struck according to the TSSU Dispute Resolution Policy.

A conflict of interest includes, but is not limited to, the situations described in the TSSU By-Laws, Section II, R: Guidelines for Conduct of Elected Officials. For example, a close on-going relationship between a member of the Hiring Committee and an applicant would be considered a conflict of interest.

Ratified at 09-30-2004 GM

Issuing of Keys Policy

Explanation

It was discussed at Executive that there was no policy in relation to the issuing of keys to Executive or volunteers.

While it was recognized that some members obviously need to have access to the offices to complete their volunteer work, not all members need unregulated access to the offices as any work they need to do can be done during regular office hours. It is important to remember that the offices contain sensitive material.

The key issue is further complicated by the fact that TSSU does not hand out the keys personally, but instead fills in request forms and the keys are made by Security. Who pays the deposit, the Union or the member?

Finally, when a list of the people who currently had keys was procured from Security, it was found that not everyone had given back their keys when they stopped doing work for the Union. Old Salaried Officers and Executive members from years ago still had their keys.

Obviously something needed to be done so the Union could keep careful track of who had keys to the office, making sure that there was a policy in place to regulate who had keys and how the Union was going to make sure that they keys would be returned when no longer needed by the member.

TSSU Issuing of Keys Policy

Salaried officers and Executive members shall be the only members issued keys as a standard procedure. Staff persons shall also be issued keys. Upon the election of a new Executive a key requisition shall be made out for keys by the Coordinator. The payment of the deposit shall be the responsibility of the person who will be in possession of the keys. Upon the end of the Executive's term, or the termination of the staff person's employment, his or her final paycheque or stipend will be held until proof has been provided to the Coordinator that the key(s) has been returned.

If a member has been issued a key after completion of a formal key request through the Executive Committee, he or she is required to pay the key deposit. Upon the end of the member's term, his or her stipend will be held until proof has been provided to the Coordinator that the key(s) has been returned.

It will be the responsibility of the Coordinator to keep track of who has been issued keys and whether or not the keys have been returned.

Feb. 13, 2001
Updated May 27, 2008

Explanation

Problem: Currently TSSU does not have an official policy around when the office is closed. Whoop dee do you say, the salaried officers have flexible hours and they close the office all the time without a policy in place. The difference here is that while yes, the salaried officers can adjust their hours however they like, and yes, technically this can mean that the office is closed, it's not the same as when a salaried officer wants to work, but is unable to because to get to or to stay at work would involve taking risks with their life and limbs.

The key here is that if a salaried officer changes their schedule (for whatever reason – other than being sick) they have to make up the hours they miss. So for example if a salaried officer decides that the day is just too sunny to be in an office, and calls work to say they won't be in, that's fine, they'll just make up the hours at a later date. But if a salaried officer doesn't go in to work because the office is closed, they don't have to make up those hours.

This isn't about money, what it is about is the salaried officers putting themselves at risk to do their jobs. Without an office closure policy, TSSU salaried officers have no guide as to when they are allowed to close the office if they are already at work, or when they should assume the office is closed and not try to get to work. Without a policy in place to guide them, each salaried officer is put in the unusual position of trying to make decisions about their safety without having any official documentation to back their decision up, leaving them open to accusations of cheating the union or cowardliness.

I agree that this is not a hugely pressing concern to the general members of TSSU, but it is a concern for the employees of the Union and needs to be dealt with.

Thoughts:

- When the University is closed, historically the Union office is closed as well. Since our office is situated in the University, this isn't unreasonable, why would we be open if there won't be anyone on campus?
- It's been suggested that we should just have the policy say that if the busses aren't running, the office will be closed. As the bus strike is showing us, there are other reasons why the busses might not be running and yet there is no real reason why the office shouldn't be open. As well, why should we tie TSSU to an entity that's completely separate from us or our working environment?

Intention of the language: When I started to think of how to write this language, I kept coming back to the notion of 'risk' and reasonable risk. With this language, I want the policy to be broad enough so that the salaried officer can make an informed decision about their own safety and have it be backed up by the policy, but at the same time I wanted to make the policy tight enough that just because it's cloudy out the salaried officer can't claim 'risk' and not go to work.

Office Closure Policy

The TSSU Offices will be closed if for any reason Simon Fraser University is declared closed to the public. The TSSU Offices will also be closed if one or more of the Salaried Officers, taking into account one or more of the listed "Indicators of Risk" feels that their safety is threatened.

Indicators of Risk:

- busses not running due to issues of safety,
- severe weather or weather warnings,
- relevant road closures due to weather,
- environmental issues or factors such as (but not limited to) painting, taring of the roof, spilled chemicals, excessive noise, and ventilation issues,
- other situations that could pose a threat to a person or persons in the office.

If a Salaried Officer is not in the office and determines that the office should be closed, both offices shall be phoned and a message left on the voice mail indicating that they won't be in due to issues of risk. If a Salaried Officer is in the office and needs to close the office, a note shall be left on the door indicating that the office is closed.

June 13, 2001

Office Use Policy

Explanation

It became clear that an individual with a key to the office was using the offices for business unrelated to union activities. When this issue was looked at closely, we found that there was no policy regulating the use of the TSSU offices.

The purpose of this policy was to make clear that the primary purpose of the offices is for daily union business. While it is important that all members have access to the offices, that access does not have to be limitless (i.e. any member who wants can have a key). Use of the offices, is to relate only to doing union business and must work within the schedules and availability of the Salaried Officers.

Office Use Policy

It should be first pointed out that the office resources are reserved primarily for activities directly related to TSSU business. TSSU resources are limited, and it is often difficult to accommodate all members' requests for use of the computer, photocopier or other resources within the offices. It should also be made clear that the use of the union office, as well as the use of the resources within, is to be used first and foremost to conduct the daily activities of the union.

Those wishing to use the offices must inform the salaried officers when they would like to use the facilities, and together they can establish a convenient time for office use that will not impede the ability of the salaried officers to accomplish their work.

If committee members require the use of the office and its resources on a regular basis outside of regular office hours for union business (e.g. committee research) they are required to make a formal request to the Executive Committee outlining reasons why they should have a key to the office. The final decision for issuing of keys shall be made by the Executive Committee.

Committee members who wish to use the offices must use the sign in/out book available in each of the offices. Members using the office who are not executive members must identify themselves as such, and keep the door of the office closed unless an executive is present.

Feb. 13, 2001
Revised at May 29, 2007 GM

Personal Information Operational Policy

The TSSU is committed to protecting the privacy, confidentiality, accuracy and security of personal information collected to use and retain in the course of conducting our trade union duties.

The following policy has been developed to ensure that TSSU operational practices concerning the collection, use, disclosure and protection of personal information meets the requirements of the *British Columbia – Personal Information Protection Act*. Updated versions of the *TSSU Personal Information Operational Policy* will be posted on the TSSU website at www.tssu.ca. Copies are also available from the TSSU offices, located in AQ5129 and 5130 at Simon Fraser University.

The purpose of the act is to govern the collection, use and disclosure of personal information by organizations in a manner that recognizes both the right of individuals to protect their personal information and the need of organizations to collect, use or disclose personal information for purposes that a **reasonable** person would consider appropriate under the circumstances.

What is Personal Information?

The act defines "personal information" as information about an identifiable individual and includes employee personal information but does not include the name, business contact information or work product information of an employee or organization.

What Information is the TSSU Responsible for Protecting?

The TSSU is responsible for protecting personal information in its possession including personal information that has been received from a third party (e.g. SFU Human Resources) or personal information that may not be in the custody of the TSSU but which has been transferred to a third party.

Collecting, Using and Disclosing Personal Information

The TSSU collects personal information in order to:

- maintain a complete record of membership in the union
- maintain communication with members and respond to their enquiries
- investigate and settle grievances, appeals and claims
- collect and manage dues and assessments
- provide notification of elections, referendums and strike votes
- assist the union in representing its members with respect to employment under our collective agreements
- verify eligibility for strike pay and benefits
- provide information about union membership programs and benefits
- administer the business of the union such as correspondence, research (e.g. membership surveys), collective agreement negotiations and working with other unions and related organizations, process stipends, salaries and other financial transactions
- provide web information services such as email bulletins

Personal information may be collected, used or disclosed for any of these identified purposes set out above. If personal information is needed for any purpose other than those set out above, the TSSU will not use or disclose it without obtaining additional consent.

How does the Union Gather Personal Information?

The collection, use and disclosure of information depends on gathering information from the following sources:

- employee lists and copies of contracts supplied by SFU Human Resources
- membership applications
- grievance, appeal or claim forms
- individual's interactions with the union – for example, email, correspondence and telephone
- communications with labour, student and other related organizations

Protection of Personal Information

In order to protect personal information in the union's possession or control, the TSSU has made reasonable security arrangements to protect personal information such as:

- access to personal information is limited to selected employees, volunteers and officers who require access to the information in the performance of their jobs or duties
- security safeguards are in place to prevent unauthorized access on computer systems
- the union will not collect or disclose personal information for purposes other than what has been listed in this operational policy
- the union will do its best to ensure that personal information is accurate and current
- as a matter of course any membership lists or information will not print a member's social insurance or employee number(s) unless a specific need for this information to be included has been identified and measures are being followed to ensure that there is no unauthorized or inappropriate distribution of this information

Elected officers, staff or volunteers found to be abusing personal information can be subject to disciplinary procedures outlined in the TSSU bylaws

How do Individuals Access their Personal Information?

Requests should be addressed to the **TSSU Privacy Officer**

Address: Teaching Support Staff Union
AQ 5129/5130
8888 University Way
Simon Fraser University
Burnaby, BC, V5A 1S6

E-mail: tssu@sfu.ca
Email subject heading should read **ATTN: Privacy Officer**

All requests should state as specifically as possible what information you are requesting. Responses to such requests will be made as soon as possible, usually within thirty (30) days. If for some reason the privacy officer is unable to respond within this timeline then the inquirer will be advised.

There may be some types of information the union is prohibited from providing, such as information about another individual that cannot be separated from your information or information that cannot be disclosed for legal reasons.

The TSSU strives to ensure that the personal information we have on file is accurate and as up-to-date as necessary for the identified purposes for which it is being used. Anyone who is aware of inaccurate personal information in the union's possession should contact the privacy officer so that steps can be taken to correct the information.

Can People Decline to Have their Personal Information Collected, Used or Disclosed?

Yes. Anyone including members may notify the union that they do not wish to have their personal information collected, used or disclosed and the union must adhere to these requests unless doing so would frustrate the union's ability to fulfill a legal obligation. However, when a member declines to have their personal information collected, used or disclosed, this may restrict the union's ability to represent their interests. The member will be informed if this is the case.

Filing a Complaint

Any complaint relating to this *Personal Information Operational Policy* or any of the procedures should be forwarded to the attention of the TSSU Privacy Officer. The Privacy Officer will investigate the complaint and inform the union and the complainant of the necessary steps to resolve the issue. This may include amending the operational policy and changing union practices.

If the union is not able to resolve a complaint or if a complainant is unsatisfied with the resolution or has any other concerns about the TSSU's collection, use and disclosure of personal information the complainant may contact the Office of the Provincial Privacy Commissioner. The TSSU Privacy Officer will provide this contact information upon request.

Ratified at 10-27-2004 GM
Amended at 10-29-2008 GM

Salaried Officers Benefits Policy: Table of Contents
Current as of May 26, 2005

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SALARIED OFFICERS (SOs) BENEFITS POLICY

Preamble

1. This policy represents the conditions of employment for the Salaried Officers (SOs) of the Teaching Support Staff Union (TSSU).

2. Any Benefits that the membership has through their Collective Agreement also will be given to the SOs.

3. As per Union *By-Law* K.7, hours of work rates of pay and benefits for SOs shall be determined by the general membership. However, in order that the Union is engaging in fair labour practices, once an SO has accepted terms of employment – assumed their elected position – roll backs of salary, benefits, or hours allotted, cannot take effect until the end of the affected SO's one year term. Remuneration and paid hours of work can increase at any point in the SO's term to reflect increases in workload or other changing conditions. However, in no case shall rates of pay for SOs exceed the highest rate of pay for TSSU members.

Section 1 – Job Description

There are three (3) elected officials on salary in the TSSU: the Chief Steward, Coordinator, and Organizer. The job descriptions for each of the salaried elected officials are contained in the *By-Laws* G.4, 6, 7 and 9 of the Union. The Union recognizes the changes, which can occur in the details of the job descriptions depending upon the focus of the people elected for the various positions and the composition of the Executive at any one time.

Section 2 – Benefits

All benefits for the SOs of the Union, in past practice, follow those, which are included in the Collective Agreement for the Union membership. The benefits listed below are benefits, which are either not explicitly included in the Collective Agreement, or need clarification for the particulars of the SO's job. Each benefit is of importance to the working context of the SOs.

A Parking

The SO will be paid the equivalent to a C-Lot parking pass for each semester in which s/he holds office. This money may also be used towards other transportation costs such as a bus pass.

In the event that an outgoing SO's parking pass has expired or will expire during the training period, the outgoing SO will be paid for Visitor's parking for not more than two weeks during the period s/he is training an incoming SO. However, requests for parking benefits other than the above will be assessed on a case by case basis by the Union Executive.

B Medical

1. Upon proof of premium payment, the Union will pay the same percentage for the Medical Service Plan (MSP) and Extended Health Benefit (EHB) premiums for the SO and their dependents as the University Administration pays for TSSU members holding an appointment.

   As per Article XXV.A.2 of the *Collective Agreement* from May 1, 2001 to April 30, 2004, the University Administration will pay one hundred (100) percent of the MSP and seventy five (75) percent of the EHB. Percentages are subject to change if they are renegotiated in the *Collective Agreement*.

2. The Union will pay the same percentage of the cost for an alternative insurance carrier if the SO is not eligible for MSP, as the University Administration pays for non-MSP eligible TSSU members holding an appointment [as per Article XXV A.4.,*CA*]

   SOs not eligible for MSP may elect to obtain coverage for themselves and eligible dependents under the medical and hospital insurance plan operated by the Traveller's Insurance Company or any other carrier.

   Upon proof of premium payment, the Union will reimburse the SO the equivalent of fifty (50) percent of the premium to a maximum value as established by the University and the Union in Article XXV, A.4 of the *Collective Agreement.* This maximum value is equal to fifty (50) percent of the Traveller's Insurance Company premium if it were to cover the SO and their dependents during their period of employment or until the SO becomes eligible for MSP, whichever is the shorter. Percentages and maximum payments are subject to change if they are renegotiated in the *Collective Agreement*.

C Dental Plan

1. Upon proof of premium payment the Union will reimburse the SO's for dental premiums following the Pacific Blue Cross Personal Dental Plan reimbursement

schedule established between the University and the Union in Article XXVM.1. of the *Collective Agreement*

$11.35 per month for single coverage,
$22.70 per month for couple coverage, or
$34.50 per month for family coverage,

for every month of the SO's appointment for which the Officer was enrolled in a dental plan. Payment rates are subject to change if they are renegotiated in the *Collective Agreement*.

2. SOs may choose an insurance provider other than Pacific Blue Cross, however, the SO will only be reimbursed according to the Pacific Blue Cross Rates set in the *Collective Agreement*.

D Childcare

Upon proof of payment, an SO with children (under twelve [12] years of age) will be paid fifty percent (50%) of monthly childcare expenses up to a maximum of three hundred dollars ($300) per child per month.

E Sick Leave

During their appointment the SO is entitled to access up to one (1) month of paid sick leave in accordance with Article XXV.B., *CA*).

In the event that an SO is unable, through illness or other temporary disability, to perform her/his duties, the SO shall inform the TSSU office as soon as possible. Normally, medical documentation is not required for short-term absences. The Union Executive may ask for medical documentation for absences. The Union Executive may ask for medical documentation for absences of more than three (3) days where the employee has scheduled duties. Medical documentation may also be requested for any absence if the Union Executive believes that there is an excessive use of sick leave or if sick leave is being abused.

The SO's remuneration and benefit coverage will continue while s/he is off sick for one (1) month or until the end of her/his appointment, whichever period is shorter. For absences extending more than one (1) month, the SO's benefits will continue until the end of her/his term of appointment.

F Maternity and Parental Leave

1. Birth Mother

In regards to length of maternity leave, a pregnant SO of the TSSU shall be entitled to up to eighteen (18) consecutive weeks of maternity leave and up to thirty-five (35) weeks of parental leave, without pay.

If the birth mother has not taken maternity leave, she is eligible for up to thirty-seven (37) consecutive weeks of parental leave, without pay. The parental leave must immediately follow the maternity leave unless she and the Executive Committee of the TSSU agree otherwise.

In the event the birth mother dies or is totally disabled, the remaining parent of the child shall be entitled to other maternity and parental leave without pay.

2. Birth Father or Adoptive Parent

An SO of the TSSU who is the birth father, the adoptive father, or the adoptive mother shall be entitled up to thirty-seven (37) consecutive weeks of parental leave without pay. The SO shall commence within fifty-two (52) weeks of the child's birth or the date the child comes within his/her care and custody.

3. Extensions – Special Circumstances

An SO of the TSSU shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks where a physician certifies the SO is unable to return to work for medical reason related to the birth, provided however, that in no case shall the combined maternity and parental leave exceed fifty-five (55) consecutive weeks following the commencement of such leave.

An SO is entitled to extend the parental leave by up to an additional five (5) weeks leave without pay where the child is at least six (6) months of age before coming into the SO's care and custody and if certified by medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

4. Notice Requirements and Commencement of Leave

An SO of the TSSU who requests parental leave for the adoption or caring of a child shall be required to provide proof to the Union Executive of adoption or birth of the child.

An SO shall provide written notice, at least four (4) weeks in advance of the intended commencement date of the maternity and/or parental leave. (In the case of the adoption of a child, the SO shall provide as much notice as possible.)

The SO who has been granted maternity or parental leave must provide four (4) weeks notice in writing of the date s/he intends to return to work.

An SO who wishes to return to work within six (6) weeks following the actual date of birth may be required to provide a certificate from a medical practitioner stating the SO is able to return to work.

Where a pregnant SO gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

5. Return to Work

On resuming employment from maternity or parental leave, the SO shall be reinstated in all respects in her/his position previously occupied by the SO.

This section (5) does not apply in the event that the SO's term of office has expired.

G Family Care Family Leave

An SO of the TSSU is entitled to five (5) days of paid family leave per term of office to meet the responsibilities related to the care, health, or education of a child in the SO's care or for the health of any other member of his/her immediate family.

H Compassionate Leave

An SO of the TSSU may be granted up to five (5) days paid leave per term of office in the event of the death or serious illness striking a close family member or friend of the SO.

I Court Appearances

TSSU shall grant paid leave to any SO called upon to perform jury duty, or required by subpoena to appear in Court. The SO shall inform the Union Executive as soon as s/he is advised of such requirement. The SO shall pay to

TSSU any honoraria, other than expenses, paid to her/him by the Crown for those times when the SO had scheduled working hours.

J Vacation Time and Pay

The SO will receive three (3) weeks of paid vacation time during her/his term in office at the rate of one (1) week per semester, which must be fully exhausted before the end of the yearly term. It will be expected that the Officer will consult with the Executive Committee as to the time(s) chosen with sufficient notice, so that any needed arrangements can be made for employee's period of vacation.

Statutory and University holidays and University closures are not considered part of the vacation period.

The SOs vacation must be fully used up before the end of each yearly term. Furthermore, the unutilized vacation time will not be paid out except under extraordinary circumstances, such as when the union is in bargaining, with the approval of the General Membership.

The paid statutory and University holidays are not considered as vacation days.

Section 3 – Working Conditions

The working conditions listed below are working conditions, which are not explicitly included in the Collective Agreement. Each working condition is of importance to the working context of the SOs.

A. Hours of Work

Under normal circumstances, the Organizer, the Chief Steward and the Coordinator are allotted twenty five (25) working hours per week, forty nine (49) weeks per year (1225 hours annually).

The actual work schedule shall be determined in consultation with the other SOs and the Union Executive, taking into account the needs of the Union and of the SO in

question, where possible. Each SO will be responsible for publicly posting a schedule of regular work hours for each semester during which s/he is employed. The hours of work should fall within the normal business hours of the University.

It is the responsibility of each SO to monitor the number of hours s/he has worked over the course of a given day and/or pay period. This allows for flexibility in work schedules, so that the fluctuations in work-load can be recognised and appropriately dealt with. SOs will be responsible for making up missed hours or compensating for extra hours accumulated. SOs shall be allowed to accumulate a reasonable excess or deficit of hours if said excess or deficit will be corrected within a reasonable period of time. However, each SO is expected to notify the Executive Committee without delay of any excess or deficit over ten (10) hours.

If a reorganization of hours requires a Salaried Officer (SO) to be absent from the officer for five (5) or more consecutive business days, the following procedure will be followed:

1) Salaried Officer must notify executive within a minimum of ten (10) business days in advance, if possible.
2) At the next executive meeting (or a special executive meeting if no executive meeting is scheduled within the ten (10) days) the Salaried Officer will present a plan for the reorganization.
3) Every effort will be made to come to a mutual agreement about the reorganization.
4) If mutual agreement cannot be reached, the matter will be put to a vote in the executive. In this case, the dispute and plan for reorganization will be presented objectively to the membership at the next General Membership meeting.

SOs are generally expected to rectify excesses in hours worked by taking paid vacation at a time mutually acceptable to the SO and the Union Executive, where possible.

Any other workload concerns, including a request for a workload review, should be brought to the attention of the Union Executive without delay.

B.____Work Breaks

Each SO will receive a thirty (30) minute eating break for every five (5) hours worked. Another thirty (30) minutes will be set aside for the SO to have two fifteen (15) minute breaks during her/his shift. It will be the SO's responsibility to delegate how this time is distributed during the work day. An SO may choose not to take these breaks, as workload requires.

These breaks shall be paid in cases where the SO is required to be in the office (*e.g.* to answer telephone calls) during the allotted break time.

C. Optional Extra Hours

It is recognized by the Union that during certain times of the year, individual SO positions require work done above the regular assigned weekly hours. Furthermore, the Union recognizes that these required times of extra work can change.

When an SO is absent for a period of one week or more, the remaining SOs may each take up to five (5) hours per week to compensate for the extra work required of them.

During the Summer (May to August) Semester, the Coordinator may take up to fifteen (15) extra hours to put towards the creation, design, and layout of the TSSU Logbook.

In all three semesters, the Coordinator may make up to fifteen (15) extra hours for the processing of contracts. Likewise, the Organizer may, in these semesters, take up to ten (10) extra hours in order to prepare for and attend Department Orientations and TA/TM Day.

During each semester, the Chief Steward may take up to ten (10) extra hours in order to deal with grievances and arbitrations. If time permits, the Chief Steward may also assist with the processing of contracts to reduce excess workload on the Coordinator.

Should one or more of the SO positions either become vacant or be staffed by a Stipended Officer or other member, the reassigned duties and extra hours of work shall be determined by the Executive in accordance with *By-Law* G.9.

Other than as stated above, the SOs will not be eligible for any compensation for extra hours of work during each week, unless approved by the Executive committee.

D. Issues Pertaining to Contract Negotiations, Strikes and Lockouts

In the event of a strike by or lockout of TSSU members, SOs will be expected to report to work as usual. Should access to the Union Officers be blocked by the University as a result of job action or lockout, the revised duties of the SOs will be determined by the Executive. SOs will continue to receive their normal pay during such periods (*c.f.* motion passed at the GM of January 29th, 2002).

Extra hours worked by SOs during periods of strike or lockout will be compensated according to the Contract Committee Stipend schedule.

E. Job Training

During a transitional period where newly elected SOs take office as per *By-Law* F.4, there will be a two week training period for the incoming Officer. The outgoing SO will conduct on the job training during this period. SOs will be expected to provide this training and to write a comprehensive exit report as their final tasks as an elected SO of the Union. Both the incoming and the outgoing SOs will be paid during this training period.

Section 4 – Termination of Office

1. If the SO terminates her/his employment, then s/he shall provide written notice at least two weeks in advance, unless there are extenuating circumstances.

2. The Union can terminate the elected SO's employment through the process of recall. Any SO may be recalled by referendum ballot of the TSSU membership, according to the process detailed in TSSU *By-Law* I.2.

3. Compensation Eligibility

An SO who is terminated by the Union is eligible for compensation for length of service based on the following formula:

- after three (3) months consecutive employment, one (1) week's pay.
- after one (1) full term of office, two (2) weeks pay.

A week's pay is calculated by totaling the SO's wages, excluding overtime, earned in the last 8 weeks in which the SO worked normal hours, and dividing this amount by 8. Annual vacation pay is payable on this compensation.

TSSU is not required to pay compensation on termination if:

- the SO has quit
- the SO has not completed 3 months of consecutive employment
- the SO was dismissed for just cause
- the Union has given an SO advance written notice of successful recall equal to the number of the week's pay for which the SO is eligible

TSSU may give an SO a combination of recall notice and compensation equal to the number of week's pay for which the employee is eligible.

Section 5 – Employment Conflict and Resolution

In the case of employment conflict, and its resolution, the issues will be taken to the Internal Relations Committee **without delay.** The Internal Relations Committee shall investigate the matter and may invoke the Dispute Resolution Policy. The approach to deal with labour conflict is based on mediation.

Section 6 – Rates of Pay

A. Rates of Pay

The pay of the elected SO should not exceed that of the highest rate of pay of membership. Any approvals for retroactive pay, or overtime, need to be passed by the General Membership at one of the monthly meetings. The past practice of the Union has been to calculate the SO's rate of pay as a mean between the rates of pay of a GTA 1 and GTA 2 plus $0.40/hour in lieu of pension and RRSP. The formula is as follows, Hours Worked = [{(BU GTA 1 + Scholarship GTA 1 + GTA 2 + Scholarship GTA 2) / 42} /2] + 0.40.

In addition, the past practice has been to give the SO any pay increases that the membership receive, such that there is an equivalency between the membership's and the SO's amount of pay increases.

B. Statutory and University Holidays

There are nine (9) statutory holidays in BC: New Year's Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, and Christmas Day. In addition to these statutory holidays, the University designates Boxing Day and Easter Monday as holidays. The TSSU also recognizes May Day (May 1st) as a holiday.

The paid statutory and University holidays are not considered as vacation days.

C. Additional Religious Holidays

Any SOs who wish to observe additional religious holidays will be given leave of absence without pay.

D. University Closure

Should the University, or the area of the University containing the Union Offices, be officially declared temporarily closed due to environmental conditions, utility disruptions, road conditions, "acts of God", or other reasons beyond the control of the SOs, the SOs working on campus will not be expected to remain on campus during the period of closure, and their salaries shall not have deductions made as a result of that closure.

University closures are not considered as vacation days.

Ratified at 09-30-2004 GM

Salaried Officer Automatic Workload Review Form

Workload for Salaried Officers should remain within reasonable limits, as outlined in the Salaried Officer Benefits Policy. An Automatic Workload Review must be conducted if two or more of the triggers listed below occur. If at any other time, either the Salaried Officer or the Executive Committee feels that the Salaried Officer's workload is exceptionally heavy, a Workload Review can be initiated.

SALARIED OFFICER:_____ DATE: _____
POSITION: ☐ Organiser ☐ Coordinator ☐ Chief Steward
REVIEW REQUESTED BY: ☐ Salaried Officer ☐ Executive Committee

WORKLOAD REVIEW TRIGGERS

Check all of the triggers which apply.

1. The Salaried Officer has consistently worked a minimum of 5 hours over her/his scheduled hours over each of the past 3 weeks. ☐

   List weekly totals: _____hours ending week of _____
   _____hours ending week of _____
   _____hours ending week of _____

2. The Salaried Officer has additional duties which significantly affect workload. ☐

   List additional duties: _____
   _____

3. The Salaried Officer has no optional extra hours (as per Section 3 of the Salaried Officer Benefits Policy) which could be used to ease workload. ☐

4. Another Salaried Officer is on extended vacation, sick leave, or has recently resigned. ☐

5. The Salaried Officer is experiencing excessive stress. ☐

PROCEDURES

After completing the above sections, the Salaried Officer will meet with the Executive Committee as soon as reasonably possible to discuss the Workload Review, and within at least ten (10) calendar days of the request.

The Executive, in consultation with the Salaried Officer, will review the workload and determine whether a workload adjustment is needed and whether recommendations need

to be forwarded to the General Membership for consideration (e.g. a reduction in workload, approving additional hours, change to job description, etc.). Two copies of the completed review will be made: one for the Salaried Officer and one for the Union files.

DATE REVIEW CONDUCTED: _____

DESCRIPTION AND TIMEFRAME FOR WORKLOAD ADJUSTMENT, IF REQUIRED:

_____
_____
_____
_____

SIGNED (Salaried Officer); _____

SIGNED (on behalf of the Executive): _____

Oct. 18, 2001

Stipend Policy

Explanation

Very few changes were made to the TSSU Stipend Policy, mostly the Internal Relations Committee felt a need to tighten up the policy in regards to instances where the Coordinator didn't know the Steward or Committee member and thus did not know if they actually did the work that they were requesting remuneration for. A preamble was written to clarify this point.

Stipend Policy

Preamble

The TSSU operates thanks to the hard work and dedication of its volunteers who are often students struggling to make ends meet. In recognition of the volunteer work and financial hardships of many TSSU members, members who volunteer their time to the Union are eligible to apply for a small stipend, as outlined below. The TSSU also recognizes that the value of this stipend often does not reflect the amount of work done by a volunteer, and, therefore, except in cases of negligence or gross misconduct, stipends will be granted automatically.

Process for Executive Stipends

At an Executive meeting close to the end of the semester, stipended Executive members shall submit a written report for discussion and constructive feedback. The report should summarize completed tasks, duties and projects as well as any work not completed, and identify both successful methods of carrying out duties and problems to watch out for. The report should also identify any union procedures or structures which make it difficult for the member to carry out assigned duties and, if possible, make recommendations for change.

Subsequent to submitting and getting feedback on their reports, Executive members may privately request all or a portion of their semesterly stipend, up to the maximum of $450, from the Coordinator. Stipend requests will normally be granted automatically. Stipend requests for any one semester must be submitted by the end of the first week of the following semester, however, if an Executive member is not appropriately notified, and exception to the time limit will be granted.

Process for Commissioner Stipends

At the beginning of each semester, Commissioners will attend an executive meeting to identify and discuss tasks, projects, and goals for the semester. Executive members should offer general feedback in the form of suggestions for projects, advice, etc., as well as assistance in identifying a suitable or 'doable' semesterly workload. Throughout the

semester, Commissioners can expect ongoing support and feedback from the Organizer and the Coordinator.

At an Executive meeting close to the end of the semester, Commissioners shall submit a written report for discussion and constructive feedback. The report should summarize completed tasks, duties and projects as well as any work not completed, and identify both successful methods of carrying out projects and problems to watch out for. The report should also identify union procedures or structures which make it difficult for Commissioners to successfully complete projects and, if possible, make recommendations for change.

Subsequent to submitting and getting feedback on their reports, Commissioners may privately request all or a portion of their semesterly stipend, up to the maximum of $450, from the Coordinator. Stipend requests will normally be granted automatically. Stipend requests for any one semester must be submitted by the end of the first week of the following semester; however, if a Commissioner is not appropriately notified, an exception to the time limit will be granted.

Commissioners are encouraged to submit an appropriately revised version of their report as an article for the TSSU Newsletter. Commissioners are expected to submit an~~d~~ Exit Report at the completion of their term of office instead of the usual semesterly report. The Exit Report should resemble the semesterly report but cover the entire term of office, with special attention to recommendations.

Process for Committee Stipends

All members of Union committees and TSSU representatives on external committees must be ratified at a General Membership meeting. Members may join committees and be ratified retroactively at the next General Membership meeting. These committee members shall be eligible for a semesterly stipend up to a maximum of $130, with the following exception: If the work of the committee falls within the regular duties of an Executive member, she/he shall not be eligible for a committee stipend. However, if an Executive member sits on a committee whose work falls outside of their regular duties as specified in the By-laws, she/he shall be eligible for a committee stipend.

Near the end of the semester, the Salaried Officer primarily responsible for the committee shall notify committee members to submit stipend requests. Committee members shall submit a written request for their stipend no later than the first week of the following semester which includes a short summary of their activities/duties on the committee for the semester and specifies the dollar amount of the stipend requested, up to the maximum. If a committee member is not appropriately notified, and exception to the time limit will be granted. Stipend requests will normally be granted automatically, in the case of questionable circumstances, the Coordinator will consult with the Organizer, Chief Steward or Commissioner.

Process for Steward Stipends

All departmental Stewards who have been ratified by the members in their own department shall be eligible for a semesterly stipend up to a maximum of $250. Near the end of the semester, the Chief Steward shall notify stewards to submit stipend requests. Stewards shall submit a written request for their stipend no later than the first week of the following semester which includes a short summary of their activities/duties as a Steward for the semester and specifies the dollar amount of the stipend requested, up to the maximum. If a Steward is not appropriately notified, an exception to the time limit will be granted. Stipend requests will normally be granted automatically, in the case of questionable circumstances, the Coordinator will consult with the Organizer or Chief Steward.

Ratified at Oct. 18, 2001 GM
Amended at January 31, 2008 GM

Stipend Policy: Contract Committee & MMC

Up to 12 hours a month will be paid a monthly stipend of up to $150/month, and each hour thereafter per month will be paid at the rate of $20 per hour, up to a total of $1200 per month. (July 15, 2009 GM) Monthly totals will not be allowed to 'roll over' into the next month's totals. Members who participate for fifteen or less hours per semester will be paid up to $130, the current standard committee rate. The Chief Steward or a Contract Committee/MMC Member appointed by the Committee will verify that work submitted by the Members is appropriate, within reason, for the amount of hours they claim to have worked. For the purposes of stipend payment, the Commissioner of the Committee shall be entitled to the standard stipend for the MMC or Contract Committee per this policy.

Notwithstanding the aforementioned limits, the Chief Steward will be paid at the current Contract Committee/MMC rate for any Contract Committee work done outside the regular duties of the Chief Steward, if that work takes up time beyond the regularly salaried hours of twenty-five per week.

Ratified at Jan. 27, 2004 GM
Updated: July 15, 2009 GM

Stipend Policy: Conferences

Individuals who participate in a Union-sanctioned conference or workshop lasting over four hours or taking place over the course of more than one day shall be eligible for a Committee Stipend at the current Committee rate. To receive the stipend, the attendee(s) must file a report with the Secretary and be available to present the report to the General Membership and/or Executive Committee as required. This policy shall apply to any member in good standing, including SOs.

Ratified: November 2011

Stipend Policy: Poll worker compensation

Explanation

TSSU elections happen in the Fall and Spring semesters each year; by-elections and strike or contracts votes may also take place during some years. The TSSU typically requires approximately 64 poll worker volunteer hours per calendar year to successfully hold elections. In order to recognize the value of volunteer work as of equal value to that of other TSSU members, a stipend should be paid to election volunteers. The remunerative value of this stipend will work to reflect the importance of eliciting volunteers for this work that allows the union to continue to operate in a democratic fashion. However, the stipend will also reflect that this work is of an *ad hoc* nature, is categorized as volunteer work, and does not require the volunteer to prepare materials in advance nor to attend meetings. As such, we recommend that a sliding payment scale for this volunteer work be established at from $10.00 to $15.00, with the default amount set at an hourly rate of $12.50. This will allow volunteers who are in financial need to receive adequate monetary recognition for their time while also allowing other volunteers the option of a lower hourly rate if they so choose.

Poll worker compensation policy

Election poll worker volunteers shall be remunerated at an hourly rate that is no lower than $10.00 and no higher than $15.00 to be paid out by stipend at the end of the semester.

Ratified at 11-27-2007 GM

Stipend Policy: Stewards

Basic Duties (approximately 10 hrs/mon) - $250

- General communications: serving as a conduit for communication between the TSSU Executive and TSSU members within the Steward's department, maintaining a list of members within the department, circulating TSSU literature within the department, and encouraging members within the Steward's department to attend monthly General Membership meetings. The Steward should be available to act as the first contact for members who have concerns over working conditions, and will channel those issues to the Chief Steward. (around 3 hrs/mon)

- Inquiries: being informed and available for members who want information or raise concerns around their work or union matters. (around 3 hrs/mon)

- Meetings: attendance at Stewards' (at least two/semester) and General Membership meetings (at least two/semester). When attendance at a Stewards' or General Membership meeting is not possible, Stewards should send regrets and arrange for another member from their department to attend in their place. (around 2-3 hrs/mon)

- Brief Steward's report and stipend request: at the end of the semester, the Steward will summarize the work they have done over the semester, including meetings attended, issues in their department, member participation in union matters, etc. (1/2 hr/sem)

Ratified at Sept. 30 2003 GM
Amended at January 31, 2008 GM

Stipend Policy: Treasurer

The Treasurer shall receive a stipend of $250 per month.

Ratified at 09-30-2004 GM

Stipend Policy: Trustees

The Trustees' semesterly stipend has been raised up to $600/each to come into effect in the summer semester of 2005 and the Trustees' semesterly stipend be reviewed in the spring semester of 2006.

Ratified at 05-26-2005 GM

Trustee's semesterly stipend will be reduced to $525/each, in line with other non-SO stipends (except Treasurer). Money allocated to Privacy Officer has been redistributed equally among Trustee I, Trustee II, Secretary, and Chair.

Ratified at June 2010 GM

Strike Policy (Job Action Policy)

I. Definitions
   a. "Member" shall mean a member of the Teaching Support Staff Union as defined in Bylaws, §D
   b. "Member of the bargaining unit" shall refer to a member of the TSSU who is employed with the University (i.e. possesses a contract) for the current semester
   c. "Struck work" includes, but is not limited to, any work performed by a Teaching Assistant, Tutor Marker, Sessional Instructor, ELC/ITP instructor, or other member of the TSSU, such as:
      i. Supervising an open or closed lab
      ii. Giving a lecture or running/participating in a tutorial
      iii. Performing marking/grading duties
      iv. Designing materials or doing readings/prep work/research for a course or program
      v. Using courseware
      vi. Consulting with a supervisor or professor about any of the above
      vii. Responding to, checking or composing work-related emails
      viii. Arranging for substitutes or alternates to carrying out one's duties
   d. "General member" shall refer to a member who is neither (i) a Salaried Officer or (ii) an Officer of the Executive Committee

II. Supremacy
   a. Where a directive in this policy is at odds with a directive elsewhere in the bylaws, the directive here shall take precedence
   b. Where a directive here is contrary to the law, only that directive shall be considered invalidated

III. Incidental Amendments
   a. The requirement under Bylaws §M to meet with the Administration beforehand is hereby repealed

IV. Access to Graduate Work
   a. The TSSU does not wish to negatively affect the ability of its members to perform their work *as students*. No member of the TSSU shall be – by virtue of job action – barred from participating in work required of them as students, including, but not limited to:
      i. Attending classes as students
      ii. Doing assignments for those classes
      iii. Performing lab-work
      iv. Performing research on their thesis or project **including where this is covered by an RA agreement**
      v. Accessing university resources or facilities for the aforementioned purposes
   b. In the event the University (i) is picketed/under a work stoppage and (ii) a member wishes to perform a task as allowed under a(i)-(vi), the member in question shall:

i. report to the Picket Captain on duty and provide their
    1. full name;
    2. student number; and
    3. a brief description of what business they shall undertake on campus,
    4. signing their name on a sheet kept for that purpose
ii. Undertake to anonymously report any attempt by an officer or employee of the University to incite them to violate the strike by performing struck work

V. Access to Residences
a. The TSSU shall not stop a member from returning to his/her place of residence on the mountain or to a residence to which he/she has been invited
b. In the event the University (i) is picketed/under a work stoppage, he/she should report to the picket captain

VI. Strike Solidarity
a. No member shall perform any work as a TA, TM, Sessional Instructor or ELC/ITP Instructor once the Union has declared the same
b. No member shall facilitate substitutions or in any way aid the administration/employer in getting said work done, i.e. by finding a substitute
c. No member shall perform struck work for another if ordered to do so
d. No member shall obscure the fact that another has done such work

VII. Strike Committee
a. Once a successful job action vote ("strike vote") has been held, a Special General Meeting ("SGM") shall be called by the Executive to relate the situation and to convene the Strike Committee
b. The Committee shall consist of five (5) individuals as follows:
    i. The Chief Steward, who shall chair the committee as well as resource it;
    ii. One (1) representative from the Executive Committee, who is not a Salaried Officer;
    iii. One (1) representative from the Contract Committee;
    iv. One (1) representative from the MMC Committee; and
    v. One (1) general member.
c. The General Membership at the SGM shall select the general member by simple majority of those present
d. The members of the Executive and Contract Committees shall select the representatives from their committees, though the Chief Steward shall not be permitted a vote in the selection of either.
    i. The General Membership at the SGM shall ratify the selections made by these Committees via simple majority
e. Any member who is not present for two (2) meetings shall be liable to temporary or permanent removal by the Strike Committee, which may appoint a replacement. Replacements must be ratified by a motion presented at a General Membership Meeting within 2 weeks of the removal
f. The Strike Committee's meetings shall be open to general members provided it is not put *in camera* by a two-thirds majority of those present

g. The Strike Committee shall be responsible for setting and implementing policy relating to any and all job-action the Union shall undertake in consultation with the Executive, Salaried Officers and the General Membership, which it shall report to

VIII. Strike Pay

a. Strike pay is not a substitute for one's salary. The TSSU offers strike pay to its members to offset the cost of living during a difficult time
b. Strike pay shall not be given to any member who violates this policy, an act of the Strike Committee, the Bylaws or who performs struck work as defined herein
c. Strike pay shall only be provided to those who actively assist with job action during the strike
    i. To be eligible for strike pay, a member must perform 18 hours of job-action duties per week as assigned by the Strike Committee and verified by the picket captains
    ii. The system by which the duties shall be verified, the scheduling of said work and what form said work may take shall be decided by the Strike Committee
    iii. Any member who performs struck work or crosses the picket line without reporting the same to the picket captain or for an illegitimate reason shall forfeit his/her pay
d. The rate of strike pay is set at $150/week for 18 hours' work
    i. These rates shall be prorated by the Strike Committee with the approval of the Trustees and signing officers to account for unique or unusual circumstances or forms of service
    ii. Where work below the 18 hours a week called for is done, the amount shall be prorated accordingly
    iii. $35/week is additionally available to those with one or more dependant minors
        1. Where two members share dependents, only one shall be eligible for the pay

IX. Penalties

a. The strength of a strike is dependent on a strong membership. Performing struck work reduces the ability of the Union to function.
b. Where a member performs struck work:
    i. Their name shall be liable to be published to the membership
    ii. They shall pay a fine equal to 100% of the wages provided by the University for the work performed, regardless if the duties undertaken were undertaken for one's own contract or in substitution for another; this amount shall **include** amounts deducted for health, vacation, income tax, EI & CPP benefits; it is for the **gross** amount of the salary.
    iii. Moreover, they shall pay a fine of $500.00 (five-hundred dollars) in addition to the above. This fine shall be liable to interest at 3% above prime beginning 30 days after notice is served.
    iv. The Union is authorized to pursue legal action against those who refuse to pay the above fines or levies provided for in this policy, in

which case the settlement sought shall include all of the above plus any and all legal fees accrued in securing settlement.

v. In the event the individual guilty of performing struck work holds an office in the TSSU, his/her stipend shall be withheld.

X. Appeals Process

a. Immediately following the ratification of the Collective Agreement by the Membership, the Strike Committee shall be immediately dissolved and reconstituted as the Appeals Committee (hereafter "the Committee")
    i. Each member of the Strike Committee shall serve on the Appeals Committee unless he/she opts out/resigns
    ii. If a member resigns, his/her replacement must derive from the same constituency (e.g. a Steward replaces a Steward)
        1. The Chief Steward may be replaced by another Signing Officer
        2. All replacements shall be elected and ratified by the General Membership as with the Strike Committee

b. Upon ratification of the Collective Agreement by the Membership, the TSSU shall use its legal writes to compel, by all reasonable and legitimate means, SFU to turn over lists of those Members who received pay during periods where such work was lawfully interdicted

c. Announcements
    i. Upon the receipt of the list, the Committee shall announce, via the "all_tssu" mailing list, that the appeals process is opened and that appeals must be lodged within fourteen (14) days
    ii. A reminder e-mail shall be sent 5 days before the end of this period
    iii. Posters shall be dispatched to Stewards announcing the same
    iv. Emails shall furthermore be sent to all involved, individually, and informing them that:
        1. Based on the preponderance of evidence, the Committee believes the individual violated the Labour Code or the policies of the TSSU by scabbing;
        2. Penalties shall be assessed;
        3. They have the right to appeal the decision to the Committee;
        4. To appeal the decision they must provide written notice to the Appeals Committee by delivering said notice to the Privacy Officer of the Union at AQ 5130
    v. Appeals
        1. The Appeals Committee shall develop its own mechanisms and processes for handling appeals, subject to the requirement that no part of this policy may be overridden thereby
        2. No individual may argue his/her innocence by virtue of philosophical, moral or ethical disagreement with trade unionism or the TSSU, undue hardship or other such issues, in acknowledgement of the fact that all TSSU Members have been under hardship

3. The Appeals Committee shall issue a progress report to the General Membership two months from the deadline for filing an appeal
4. All decisions, proceedings and minutes from the Appeals Committee shall be stored as confidential documents per the requirements of the Privacy Acts, kept under seal by the TSSU Privacy Officer

XI. Expenses & Use of Strike Fund

a. The $16,000 strike line item in the budget may be accessed as follows:
    i. By the Coordinator, to organize a Strike Vote and to prepare for initial and special meetings; (i.e. to convene the Strike Committee)
    ii. By the Contract Committee or the Coordinator, for legal consultation or strike avoidance; and
    iii. $5,000 is reserved for the use of the Strike Committee
b. 95% of the Strike Fund itself is expressly reserved for strike pay; the remainder is accessible for strike-related expenses and strike avoidance.

Appendix I: Resources

Benefits

MSP/EHB
For information about the Medical Services Plan and Extended Health Benefits contact Human Resources in Strand Hall. Drop-in consultation for TSSU members is between 2:00pm and 4:00pm every day.
Human Resources
Strand Hall 2170
Phone: 604-291-3237
Fax: 604-291-34498
http://www.sfu.ca/human-resources/

Dental Plan
Members can purchase dental coverage directly through Pacific Blue Cross. The University provides partial reimbursement of premiums. For information on plans and coverage contact:
Pacific Blue Cross
PO Box 7000
Vancouver, BC V6B 4E1
Phone: 604-419-2200 or 1-800-873-2583
Fax: 604-419-2199
http://www.pac.bluecross.ca/

Childcare Bursary
Members with children are eligible for the TSSU Member Childcare Bursary. Contact SFU Financial Assistance for forms and eligibility requirements:
MBC 3211
Phone: 604-291-4356
Fax: 604-291-4722

Other Resources

Learning and Instructional Development Centre
EDB 7512
Phone: 604-291-3910
Fax: 604-291-4900
http://www.lic.sfu.ca/

Health, Counselling and Career Centre
MBC 0101 & 0164
Medical services: 604-291-4615
Counselling: 604-291-3694
Career services: 604-291-3106
http://www.sfu.ca/hccc

Workers Compensation Board
Claims Inquiries 7:00 a.m. - 7:00 p.m.
Phone: 604-231-8888
Toll Free: 1-888-WORKERS (967-5377)
http://www.worksafebc.com

Employment Standards Bureau
Deer Lake Centre Branch
210-4946 Canada Way
Burnaby, BC V5G 4J6
Phone: 604-660-4946
Fax: 604-660-7047
Toll Free: 1-800-663-3316
http://www.labour.gov.bc.ca/esb/

BC Human Rights Commission
201-815 Hornby Street
Vancouver, BC V6Z 2E6
Phone: 604-660-6811
TTY: 604-660-2252
Fax: 604-660-0195
Toll Free: 1-800-663-0876
http://www.bchumanrights.gov.bc.ca/

Harassment Resolution Office
Brenda Taylor, Co-ordinator
AQ 3045
Phone: 604-291-3015
Fax: 604-291-5468
http://www.sfu.ca/harassment-policy-office/

Ombuds Office
Laurine Harrison, Ombudsperson staff
MBC 2205
Phone: 604-291-4563
Fax: 604-291-3899

Appendix II: Glossary

Bargaining unit: All those TSSU members that are currently employed by the university as a Teaching Assistant, Tutor Marker, Sessional Instructor or Language Instructor. Only bargaining unit members are recognised as "true" members by the university and the Labour Code, therefore only bargaining unit members may vote in referenda related to job action and ratification of the Collective Agreement.

Collective agreement: The result of collective bargaining between the union and the university administration, the Collective Agreement lays out all the rights and responsibilities of both parties.

Commissioner: The chair of a Committee. The main Committees are the MMC and Social Justice Committees.

Language Instructor (LI) or Continuing Language Instructor (CLI): A member of the teaching support staff who is employed part-time to teach in the language instruction programmes in French and Spanish. This job category was eliminated in the 1998-99 round of collective bargaining, however three TSSU members continue to be employed as Continuing Language Instructors as per the Letter of Agreement in the 1998-2001 Collective Agreement, Appendix D.

Member: For the purposes of TSSU, members retain their membership for two semester following their last appointment. TSSU members receive information about the union's activities, may attend and participate in general membership meetings and may vote in TSSU elections. Members who wish to extend membership beyond the two semesters may do so by paying union dues of $12.00 per semester for a period of four semester. Union membership is distinct from membership in the bargaining unit, however (see bargaining unit). People may opt out of membership by written notice to the union by the fourth week of their appointment, though they must continue to pay dues (see Rand formula)

Member dues: Monthly dues are 1.5% of gross pay for each member of the bargaining unit. Dues are deducted directly from members' paycheques and a monthly cheque is forwarded to the union by the university. Dues are the primary source of funding for the union, and pay for such things as wages, stipends, office equipment and membership development. Every member of the bargaining unit must pay dues, even though who have opted out of membership in the union (see Rand formula)

Quorum: The number of members that must be present to constitute a valid meeting. The current number for quorum at TSSU is twenty.

Rand formula: TSSU collects union dues according to the Rand formula, which dates to 1945, and ensures that all employees in the bargaining unit, whether they retain union membership or not, pay dues. "Two weeks after the war ended, 11.000 UAW [United Auto Workers] members, workers at Ford in Windsor, Ontario, went on strike,

demanding a union shop and seniority for returned soldiers. Negotiations failed. Workers and supporters left their cars around the plant, blockading the factory and creating a huge traffic jam. Supreme Court Justice Ivan C. Rand was appointed umpire . His decision said that every employee had to pay the equivalent of union dues, as every one benefited from the union's work. This set a pattern throughout Canada." (Source: CALM/990858)

Sessional Instructor (SI): A bargaining unit employee who is appointed for a semester to teach a credit course, which normally requires some or all of the preparation for the course, the major responsibility for the presentation of course material, consultation with students and assignment of grades, and may require supervising one or more Teaching Assistants.

Statutory holiday pay: For Teaching Assistants and Tutor Markers, the total workload is reduced by one hour per base unit assigned (i.e. five hours for a 5.17 BU appointment) to compensate for all statutory holidays which may occur during the semester.

Steward: Representatives of the union in departments, stewards are elected annually by members, to represent up to twenty members. Departments with more than twenty members may elect additional stewards at a ratio of one per twenty members.

Stipend: TSSU pays stipends to all its volunteers. Committee members are eligible for stipends. Stipend requests are honoured subject to the TSSU stipend policy. For current amounts, see the relevant policies.

Strike: The action of union members as a whole, withdrawing their labour, or some portion of their labour, to pressure the employer to recognise their rights and/or meet their demands. According to the BC Labour code, there are only certain time frames in which a legal strike can occur (during negotiations of a collective agreement) and a majority of bargaining unit members must vote in favour of a strike before they may withdraw their labour. According to the TSSU by-laws, after a positive strike vote, a meeting of the general membership must pass a motion in favour of job action, and stating the form that the job action will take. TSSU's only strike to date was a one day work stoppage and picket lines on November 29, 1990. Other job action that has occurred includes withholding final grades, also known as a grade strike.

Teaching Assistant (TA): A bargaining unit employee who is appointed for a semester to assist in tutorial and/or laboratory instruction and/or related matters.

Tutor Marker (TM): A bargaining unit employee who is appointed for semester to provide assistance with instruction and advice to students in a distance education credit course offered through the Centre for Distance Education, to mark the assignments submitted by the students in the course and provide feedback to the students.

Union dues: see Member dues