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COLLECTIVE AGREEMENT

between

THE BOARD OF GOVERNORS

OF

SIMON FRASER UNIVERSITY

and

the TEACHING SUPPORT STAFF UNION

MAY 1, 2014 - APRIL 30, 2019

AGREEMENT

This Agreement is made and entered into

between

THE BOARD OF GOVERNORS

OF

SIMON FRASER UNIVERSITY  
(hereinafter called “The University”)

and

the TEACHING SUPPORT STAFF UNION  
(hereinafter called “The Union”).

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## **Preamble**

Both parties to this Agreement share a desire:

- A. to establish and maintain an orderly collective bargaining relationship between the University and the Union;
- B. to establish an effective and harmonious working relationship between the employees represented by the Union and the University; and to ensure the peaceful, prompt and equitable settlement of disputes; and,
- C. to set forth an agreement using gender neutral language covering wages, benefits, and other working conditions which shall supersede all previous agreements between the University and the Union.

## **Article I: Management Rights**

- A. All management rights, functions and prerogatives which have not been modified or restricted by a provision of this Agreement are retained and vested exclusively with the University.
- B. Without limiting the generality of the above, these rights, functions and prerogatives include (but are not limited to) the University's authority to:
  - 1. hire, classify, transfer, direct, reprimand, suspend or discharge or otherwise discipline employees;
  - 2. determine the work requirements, the responsibilities and the standards of the work to be performed;
  - 3. specify assignments for employees;
  - 4. expand, reduce, alter, combine, transfer or terminate any function or service which may be performed by members of the bargaining unit;
  - 5. determine the size and composition of the work force according to the needs of the University;
  - 6. make or amend policies, procedures and practices provided such policies, procedures and practices applying to members of this bargaining unit are not contrary to the terms of this Agreement;
  - 7. maintain order and efficiency and generally manage the University, direct the work force, and establish terms and conditions of employment not in conflict with the provisions of this Agreement.
- C. The governance of the University is vested by statute in the Senate and the Board of Governors. The parties do not intend this Agreement to add to or subtract from the authority of those bodies in the matter of governance.

## **Article II: Union Recognition**

- A. In accordance with the certificate issued by the B.C. Labour Relations Board December 13, 1978 and the variance of that certificate issued by the Industrial Relations Council May 20, 1992, the University recognizes the Union as the exclusive bargaining agent for all nonfaculty teaching support staff excluding Laboratory Instructors I and II, Sessional Lecturers, and Associates in the Faculty of Education.
- B. If an employment category other than those in existence on the initial date of this Agreement is added to the bargaining unit during the life of this Agreement, the parties will negotiate the terms of the Agreement which shall apply to the new category.

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C. The University shall not make any written or verbal agreement with a bargaining unit employee which conflicts with this Agreement.

D. Should this Agreement conflict with any University regulation with respect to terms and conditions of employment of bargaining unit members this Agreement shall prevail.

### **Article III: Stewards**

Contract administration will be handled whenever possible at times other than when a Steward should be carrying out her/his assigned responsibilities.

### **Article IV: Dues and Union Membership or Non-Membership**

- A. Although it is not a condition of employment, all employees shall be deemed to be Union members unless they opt out of membership by written notice to the Union before the end of the fourth (4th) week of their appointment. This option need be submitted only at the time of the initial appointment within the bargaining unit. The matter of Union membership is strictly the business of the members of the bargaining unit and the Union. Every employee in the bargaining unit shall pay dues to the Union during the period of employment and shall complete a written check-off request (Appendix A) at the time of accepting an initial offer of appointment within the bargaining unit. The Union shall provide the check-off form for use by the University. The check-off form unless varied need be completed only at the time of the initial appointment within the bargaining unit. A copy of each check-off form will be forwarded to the Union by the twenty-fifth (25th) day of January, May or September. Check-off requests received after that date will be forwarded in bulk as soon as reasonably possible after receipt.
- B. The University shall honour all such written requests for the check-off of dues, shall deduct the dues biweekly, and shall remit to the Union Treasurer by the fifteenth (15th) day of each month, the dues collected in the previous month, together with a list of all bargaining unit employees. In addition to the name of each employee, that list shall contain the social insurance number, the employee identity number, department, category of employment, amount of earnings, amount of dues deducted and the cumulative dues deducted for that year.
- C. The University shall indicate the deduction of dues on each employee's pay notification and shall report on the employee's T4 slip the total Union dues deducted during the previous year.
- D. The University shall provide the Union with a current list of bargaining unit employees with the employee identity number, department and employment category of each. Such lists will be generated from information contained in the second payroll run following the start of classes in each semester and the summer session, and shall be forwarded to the Union as soon as reasonably possible thereafter.
- E. The University shall send the Union a copy of the appointment form for each appointment in the bargaining unit. The copy shall be forwarded as soon as reasonably possible following acceptance of the appointment. Copies of revised appointment forms will also be forwarded to

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the Union.

- F. The Union shall inform the University in writing of any change in the amount of regular dues to be deducted and the University will deduct for each semester at the rate of which it has received most recent notice provided such notice is received no later than the fifteenth (15th) day of the penultimate month of the preceding semester, i.e., by November 15th for the semester beginning in January by March 15th for the semester beginning in May, and by July 15th for the semester beginning in September.
- G. The University shall honour the voluntary written request (see Appendix A) from any bargaining unit employee (until the written request is revoked) to deduct and remit to the Union Treasurer uniform levies (as distinguished from regular dues) of which the Union gives the University reasonable notice. The University shall indicate on the employee's pay notification the amount of such deductions. The University shall remit to the Union Treasurer the deductions made together with a list of employees' names and amount deducted.
- H. By the end of January the University shall provide the Union with a statement of the regular dues deducted from each employee during the preceding year.
- I. The Union shall provide and the University shall distribute to every bargaining unit employee at the time of each appointment a Union information package (subject to the provisions of Article VII A).
- J. The Union shall indemnify and save the University harmless from all and any claims which may be made against it by an employee or employees for amounts deducted from pay as provided for in this Article.

## **Article V: Union Representation**

### **A. Union Representatives**

The University shall recognize members of the Union's Executive, Stewards, and other persons authorized to act on behalf of the Union, in matters relating to bargaining unit members and this Agreement. The University shall neither discriminate against nor penalize such persons in matters related to current or future employment for the reasons that the persons participate in authorized lawful Union duties.

### **B. Notification**

The Union shall regularly notify the University of the names of its local Executive, Stewards, and members of committees or other bodies specified in this Agreement. In the case of Stewards the Union shall notify the University of the sections of the bargaining unit for which they are responsible. The Union and the University shall regularly notify each other of the name and mailing address of the person to whom all correspondence concerning matters covered in the Agreement shall be sent.

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### C. Representation on University Bodies

1. The Union shall be entitled to the following positions:

- a. two(2) representatives on the University Safety Committee
- b. a representative on the Employment Equity Advisory Committee
- c. a University Harassment Policy Advisor

The participation by these representatives is subject to the terms of the specific committee or the governing policy.

2. Union representatives to University bodies shall be selected by the Union.

3. a) If as a result of attending a meeting in a capacity as set out in C.1 or as a representative on a body which reports to a senior University administrator, the Senate, or Board of Governors, a member misses a scheduled teaching assignment, she/he shall not suffer a reduction in compensation relating to employment in the bargaining unit to which she/he would otherwise be entitled.

b) If the Union appointees to the Central University Health and Safety Committee, or Local Joint Health and Safety Committees it may establish, are required to perform duties in their unscheduled time, they will be paid at the hourly rate as set out in Appendix L, except that ELC/ITP Instructors will be paid the special assignment rate as set out in L Article V.A.8.

## Article VI: Union Facilities

### A. Office

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

### B. Bulletin Boards

The University shall provide bulletin board space of at least one square meter for use by the Union in each department. Normally, bulletin boards shall be accessible to all members of the bargaining unit. Where such access cannot be reasonably provided, the matter will be referred to the Labour-Management Committee for resolution. Departments may use a portion of the board for job postings, so long as a minimum of two-thirds of the total space is available to the Union. The associated costs where required will be shared equally by the parties provided that the expenditures have been approved by the parties.

### C. University Facilities

1. Mail: For individually addressed communications within the University the Union may use campus mail. Union representatives may have reasonable access to departmental mailboxes of bargaining unit members for the purpose of distributing notices and other Union communications.

2. For the purposes of access to and charges for University facilities and services, the Union will be afforded the same services and at the same costs as provided the other unions and employee associations.

3. At all University campuses, access to facilities as noted below:

a. meeting rooms on request, without cost for normal services, and as available.

b. in addition to the bulletin boards specified in B above, bulletin boards for the exclusive use of the TSSU shall be provided in mutually agreed locations;

c. where a TSSU member's appointment requires work to be performed at location(s) other than the

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appointing department's campus, the department will direct her/his mail to a mail box at each campus or other location, as directed by the TSSU member.

## **Article VII: Union Information**

### **A. Information to Employees**

In the initial correspondence with an individual regarding potential employment in the bargaining unit, the appropriate department shall include a one-page statement about the Union, prepared by the Union at its own expense, provided that the statement is first forwarded to the Executive Director, Human Resources and is not determined to be factually incorrect or inflammatory. If the Executive Director, Human Resources does not forward any suggested changes within two weeks of receiving the statement, the information shall be presumed to be acceptable.

### **B. Copies of Collective Agreement**

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

## **Article VIII: Withdrawal of Services During Term of Agreement**

- A. The Union shall not authorize a cessation of work, a refusal to work, a refusal to continue to work, or acts or omissions intended to restrict or limit performance by bargaining unit employees during the term of this Agreement.
- B. The University shall not declare or cause a closing of a place of employment, a suspension of work or a refusal to continue to employ a number of bargaining unit employees for the purpose of compelling or inducing employees to agree to conditions of employment.
- C. Refusal by any bargaining unit employee to cross a legal picket line shall not be considered conduct in violation of this Agreement. The parties agree that they will not coerce individuals in the matter of respecting or not respecting a legal picket line. Nothing in this Article shall limit the right of the Union to inform bargaining unit employees of their rights or of the terms of the Agreement. An employee who refuses to cross a legal picket line shall inform the Department and/or the Department Chair promptly of her/his decision.
- D. Salary will be suspended for the period during which an employee respects a picket line. Deductions from salary will be made as follows: one-tenth (1/10th) of biweekly rate deducted for each instructional day missed (under five (5)) and one-tenth (1/10th) of biweekly rate deducted for each day missed (if five (5) or more days missed). Payment of the associated scholarship shall not be suspended. Benefits will be suspended for this period unless an employee has made satisfactory arrangements to pay both the employer's and the employee's contributions.



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E. During a semester in which a graduate Teaching Assistant withdraws her/his services according to this Article, her/his eligibility for priority for appointments shall be affected in the following way:

1. if she/he was paid for thirty (30) days or less in the semester, the number of base units assigned shall not be counted in her/his priority limits;
2. if she/he was paid for thirty-one (31) to eighty-nine (89) days, only half of the total number of base units assigned shall be counted in her/his priority limits;
3. if she/he was paid for ninety (90) days or more, the total number of base units assigned shall be counted in her/his priority limits.

F. Employees shall not be required or coerced in any way to perform the work of any other University employees who have chosen not to cross a picket line. Any employee who continues to perform her/his own duties is expected to carry out all the responsibilities related to her/his assigned duties.

G. Nothing in this Article shall limit rights under Section 64 of the Labour Relations Code of British Columbia.

## **Article IX: No Discrimination and No Harassment**

A. The University and the Union agree that there shall be no discrimination exercised against any member of the bargaining unit in the application of this Agreement for reasons including but not limited to race, colour, age, sex, marital status, parental status, familial relationship to any person employed by the University except a person directly in charge of the execution of her/his duties, place of origin, ancestry, political affiliations or activities, citizenship, sexual orientation, religious beliefs, place of residence, disabilities, pregnancy, nor by reason of her/his membership, non-membership or activity in the Union, except for bonafide occupational requirements (BFOR). Discipline or dismissal for failure to fulfill teaching or teaching support responsibilities according to the terms of this Agreement shall not constitute discrimination.

B. The University and the Union are committed to Employment Equity and furthering the progress of the University's Employment Equity program.

The Employment Equity program will not abrogate collective agreement provisions between the University and the Union.

### **C. General Definitions**

#### **1. General Definition of Harassment**

Harassment is aggressive or threatening behaviour which would be considered by a reasonable person to create an environment not conducive to work. Harassment may occur during one incident, or over a series of incidents including single incidents which, in isolation, would not necessarily constitute harassment. Requests, whether oral or written, made of an employee in a non-harassing manner to comply with provisions of this collective agreement or improve performance are not harassment.

2. Harassment includes sexual harassment and any of the following shall constitute sexual harassment:

- a. unwanted sexual attention, sexual solicitation, or other sexually oriented remarks or behaviour made by a person who knows or ought reasonably to know that such attention is unwanted;
- b. implied or expressed promise of reward affecting one's employment for complying with a sexually

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oriented request;

c. implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.

3. Harassment includes personal harassment, and the following shall constitute personal harassment: behavior directed towards a specific person or persons which serves no legitimate purpose and which would be considered by a reasonable person to create an intimidating, humiliating, or hostile work environment.

D. 1. The Union and the University recognize the right of bargaining unit members to work in an environment free from harassment. Within the limits of its jurisdiction under existing policies the University undertakes to discipline any person either employed by the University or enrolled as a student who engages in the harassment of a bargaining unit member during her/his term of employment in her/his capacity as an employee. Within the limits of its legal right to do so, the University will endeavor to remove any person neither employed by the University nor enrolled as a student who engages in harassment of a bargaining unit member.

2. The University will, where circumstances warrant it, make every reasonable effort to permit a bargaining unit member alleging harassment to limit or discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance or complaint. Where the University considers that a transfer is necessary, every reasonable effort will be made to transfer the alleged harasser. An employee who alleges harassment will not be transferred against his/her will.

E. When an employee has a harassment complaint and is seeking University action under D.1. above, the complaint shall be raised with the Course Supervisor or Chair in an attempt to resolve it in accordance with Article X within forty-five (45) days of the incident or awareness of the condition giving rise to the harassment complaint.

F. Where an employee has initiated an employment related complaint under a University Harassment Complaint process, it may be converted to a grievance under Article X up to forty-five (45) days after an informal enquiry has concluded without a successful resolution and before formal procedures have commenced.

In such cases, the complainant must withdraw the complaint under the University Harassment Complaint process. Such grievances will normally be introduced at Step I of the grievance procedure. However, nothing in this clause shall prevent the Union and the University from agreeing to introduce the grievance at Step II (See Article X C).

G. An employee may grieve the University's response to an employment related harassment complaint under Article X.

Where a complaint has been concluded using a formal mechanism under the University Harassment Complaint process and a decision rendered by the officer responsible for that process, the decision can be grieved within forty-five (45) days, commencing at Step II of the grievance procedure. (See Article X C.2).

H. Both parties recognize the right of employees to file complaints of employment related harassment under either the grievance procedure in this agreement, or under any university harassment complaint

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process which may be made available to employees. Where a complainant or a respondent is identified as a bargaining unit member, the harassment resolution co-ordinator or designate shall inform her/him that employees have a right to Union representation for the duration of the harassment resolution process and, in the case of complainants, that another process is available to them under the Collective Agreement if the complaint is employment related.

## **Article X: Grievance Procedure**

### **A. General**

1. Definition: For the purposes of this Agreement, grievance shall mean any difference or dispute arising between the parties to this Agreement, concerning the interpretation, application, or alleged violation of the Collective Agreement, whether between the University and the Union or between the University and any employee covered by the Agreement.
2. No grievance shall be resolved merely because of a technical error in processing the grievance such as incorrect citation of articles or wrong date. A lapse of the time limits is not a technical error. Technical errors discovered at any step of the Grievance Procedure may be corrected and the Grievance shall proceed at the same step.
3. A resolution of a grievance shall not contravene the terms of this Agreement without the written agreement of the Union and the University at Step II, and no resolution of the grievance shall amend the terms of this Agreement.
4. A grievance involving more than one employee in more than one faculty or involving the Union as a whole shall go directly to Step II of the Grievance Procedure.
5. Should the University wish to lodge a grievance against the Union or any employee it shall be presented at Step II to the Joint Grievance Committee.
6. The Grievance Procedure will be used to settle any disputes without stoppage of work.
7. A Grievance must be initiated within forty-five (45) days of the incident giving rise to the grievance or of the date the grievor should reasonably have been aware of the incident.
8. Every reasonable effort will be made to schedule the joint meetings required under this Grievance Procedure at times which do not conflict with scheduled teaching assignments. When this is not possible, an employee, whether as a grievor, witness, or Union representative, who is required to miss a teaching assignment, shall suffer no reduction in compensation to which she/he would otherwise be entitled as a bargaining unit employee.
9. For any particular grievance, the time limits provided in the Grievance Procedure may be extended by mutual written consent of both parties.
10. At the culmination of any step, the grieving party may terminate the grievance procedure by informing the other party in writing of its decision to terminate.

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11. Grievance settlements shall be applied retroactively to the date of the first incident giving rise to the grievance, unless an alternative settlement is mutually agreeable.

12. In this Article, and in Article XI "Arbitration", all reference to "days" shall mean all calendar days excepting those days occurring between the last day of examinations of one semester and the first day of classes of the following semester. In the event that a time limit date falls on a day not normally worked at the University -- weekends, statutory holidays -- the date shall be taken to be the next working day.

13. Termination of an individual's employment and thereby her/his membership in the bargaining unit, shall not affect her/his right to grieve a matter which occurred during the period she/he was a bargaining unit employee, but the time limits detailed in the grievance procedure shall still apply.

14. The University shall not dismiss or discipline an employee bound by this Agreement except for just cause.

15. At any meetings outlined in this Article another Union representative may substitute for the Shop Steward. When a Union representative who is not a Steward is to accompany an employee, the Union shall inform the University, in writing in advance, of the identity of that person and her/his responsibilities.

16. The Union or the University may bring additional representatives to any meetings outlined in Section C. of this Article provided reasonable notice of the identity of the person(s) is given to the other party.

17. Following the initiation of a grievance, the University and the Union agree, upon written request, to provide disclosure of such information as necessary for the resolution of the grievance. Information consisting of minutes of meeting(s) or conversation(s), strategy or planning notes or the employer material involving preparation for grievances or arbitration is not subject to disclosure. All disclosures shall be limited by relevant statutes and regulations.

#### B. Problem Solving

The parties to this agreement strongly support an informal problem solving process between the individuals closest to the problem. To this end, an employee who has a problem with any employment issue or a potential grievance may meet with the person directly in charge of the employee's execution of her/his duties, or the Chair, in an attempt to resolve it.

However, before a potential grievance may be pursued to Step I of the Grievance process, the chair must be informed of the issues by the employee or by the Union and given a reasonable opportunity to resolve the matter. In meetings with the Chair, the employee may be accompanied by a Shop Steward or any TSSU representative if she/he so desires.

At any stage of Problem Solving, either party may request that a mediator/facilitator assist the parties in seeking a resolution (see below).

Mediators: The parties will maintain a list of informal mediators / facilitators agreed to by both parties, who if requested will assist the individuals involved in the informal problem solving exercise. The role of the mediator / facilitator will be to draw out the facts, ensure that both parties have an opportunity to explain the issues and to assist the parties to reach a mutual agreement. Where agreement cannot be

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reached, the mediator / facilitator may recommend a non-binding solution.

Agreements: An agreement reached must be within the powers or authority of the individuals involved and cannot bind or oblige any other party. Any agreements reached at this level will not be relied on by any party as establishing a precedent, nor will it be prejudicial to either party's ability to apply or interpret the terms of the collective agreement. Copies of written agreements must be forwarded to the Department Chair, respective Dean, TSSU and the Executive Director, Human Resources.

Provision to advance to the Grievance level: Any problem raised and not resolved, which falls within the definition of a "grievance" and which has been brought to the attention of the Chair as provided above, may be advanced to Step I of the grievance procedure at any time during the problem solving level discussions, or on the conclusion of discussions at the problem solving level. If there is any doubt regarding the conclusion of the informal problem solving level, then a matter to be raised as a grievance must be advanced within forty-five (45) days of the last meeting in the informal process.

### C. Grievance Procedure

#### 1. Step I

a. Should the problem be unresolved, the employee may initiate a grievance. Within the forty-five (45) days in A.7. above or following the provisions of the Problem Solving process the employee through the Union must present the grievance in writing to the Dean of the Faculty with copies to the Department Chair and Executive Director, Human Resources. The grievance statement shall include the following:

- (i) a description of the grievance and the incident(s) from which the grievance arose,
- (ii) an indication of the Article(s) alleged to have been violated,
- (iii) the suggested remedy.

b. The Dean shall within fourteen (14) days of the filing of a notice of grievance meet with the employee who shall be accompanied by her/his Shop Steward and/or other Union representative.

c. The Dean shall give the Union a written response to the grievance within ten (10) days of the Step I meeting and shall provide copies to the employee and the Executive Director, Human Resources.

d. In the event of her/his inability to attend any meeting, the grievor may authorize the Union to proceed with the grievance on her/his behalf.

e. Step I is complete when the Dean has forwarded her/his written response. If a response is not made within ten (10) days, Step I will be considered to have been completed and if there is no agreement between the parties, the grievance will automatically advance to Step II.

#### 2. Step II

a. Each party to this Agreement shall appoint three (3) members to serve on a Joint Grievance Committee which will attempt to resolve and shall have the authority to resolve all grievances.

b. No person may serve as a member of the Joint Grievance Committee when she/he has had a direct involvement in the grievance being considered, with the exception of the University-wide policy grievances.

c. The Joint Grievance Committee shall meet within twenty (20) days of receipt of the grievance in an attempt at resolution. Failing resolution at that meeting or agreement to continue the grievance at a subsequent meeting, either party may, within twenty (20) days of the Joint Grievance Committee meeting, signify in writing its desire to proceed to arbitration.

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## **Article XI: Arbitration**

### **A. General**

1. Within ten (10) days of giving notice of its desire to proceed to arbitration the party initiating the arbitration shall notify the other in writing of its nominee to the Board of Arbitration. The second party shall name its nominee within five (5) days of notice by the party desiring arbitration. Within ten (10) days of the Notice to Proceed to Arbitration being given, the parties shall exchange written explanations of their positions on the grievance.

2. The two appointees shall meet within ten (10) days of such notice and select the Chair within five (5) days. No person involved directly in the dispute under consideration shall be a member of the Arbitration Board.

Except in the event of a strike or lockout at the University all hearings conducted by the Arbitration Board shall, whenever reasonably possible, be conducted at the University at a location other than the Administration Building.

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

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

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

### **C. Time-off to Attend**

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

### **D. Expenses**

Each party shall bear the fees and expenses of its own nominee to an Arbitration Board and the parties shall jointly and equally bear the fees and expenses of the Chair. There shall be no cost for the use of University facilities.

## **Article XII: Academic Decisions**

A. The parties recognize that many individuals within the bargaining unit have another relationship (that of student) with the University and agree that this Agreement applies only to the terms and conditions of bargaining unit employment.

B. Academic Decisions are the exclusive prerogative of the University and its faculty members.

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C. However, Academic Decisions regarding the status, progress or performance of students within the bargaining unit shall be grievable where:

1. they directly affect employment status, and
2. discrimination contrary to Article IX, "No Discrimination and No Harassment", is alleged by the grievor.

## **Article XIII: Teaching Assistants**

### **A. Definitions**

1. A Teaching Assistant is a bargaining unit employee who is appointed for a semester to assist in tutorial and/or laboratory instruction and/or related matters.
2. There are four categories of Teaching Assistants:
  - a. Graduate Teaching Assistant 1 (GTA 1). A GTA 1 must be registered at Simon Fraser University for a master's degree or as a qualifying student for a master's program.
  - b. Graduate Teaching Assistant 2 (GTA 2). A GTA 2 must be registered at Simon Fraser University for a doctoral degree or as a qualifying student for a doctoral program.
  - c. Undergraduate Teaching Assistant (UTA). A UTA must be registered at Simon Fraser University in a program leading to teacher certification, a diploma or a bachelor's degree.
  - d. External Teaching Assistant (ETA). An ETA is a person who is not otherwise a full-time employee of the University and who is not a student in any of the categories referred to in a, b or c above.

### **B. Qualifications**

1. Many departments include a wide range of specializations and, in order to be appointed, a person must have sufficient knowledge in the discipline of the course to interpret the course material.
2. Teaching Assistants shall be competent in oral and written English. However, in special circumstances, a student who has the other qualifications, but who may not have complete competence in oral English may be assigned or reassigned to duties which do not include direct classroom contact, or may be assigned to assist another employee in classroom contact.
3. Normally, an External Teaching Assistant's qualifications shall include a bachelor's degree or appropriate certification and some teaching experience.

### **C. Duties and Responsibilities**

1. Within such limits as may be established by Senate it is the prerogative of the department and/or responsible Course Supervisor to determine the structure, format and instructional methods in any course.
2. A Teaching Assistant is responsible for assigned instruction, usually in a classroom or laboratory setting, and/or for such related tasks as may be assigned or required by the Department Chair or her/his designate (usually the Course Supervisor) for the effective conduct of these duties. These related tasks shall include (but are not limited to) such of the following as may be assigned at the outset or during the term of the appointment:
  - a. attendance at such orientation, planning and coordinating meetings as may be scheduled for staff in the course.
  - b. attendance at the lectures and other sessions of instruction in the course.

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- c. regular consultation with the faculty member or other person responsible for the course.
- d. preparation for the instruction to be given in the tutorial, laboratory or other setting.
- e. preparation of handouts, problem sets, quizzes, exams and other materials.
- f. marking of student work including the work submitted by students in the tutorial, lab or other group for which the Teaching Assistant is responsible and the assigned portion of the work submitted by students in the course generally, e.g. the midterm exam, final exam or equivalent, the marking of which may be shared among the staff in a course under the supervision of the instructor responsible. The Teaching Assistant can expect guidance, supervision and involvement from the Course Supervisor. The Course Supervisor will be responsible for final grades and grading practices.
- g. consultation with students registered in the course or courses to which the TA is assigned, including both the maintenance of regularly scheduled and posted times for such consultation and a reasonable amount of informally scheduled consultation if necessary. Consultation may include electronic communication.
- h. such other related duties as may be assigned, e.g. development or adaptation of audio visual material, preparation of experiments, participation in field trips.
- i. occasional substituting for other members of the teaching or teaching support staff including the necessary related tasks.

3. The person who has responsibility for the course shall:

- a. outline at the outset of the course the duties and responsibilities of the teaching support staff assigned to the course.

- b. review the evaluation form and evaluative criteria with the Teaching Assistant at the beginning of the semester. The basic evaluation form for Teaching Assistants is found in Appendix E.

If a Teaching Assistant is unclear about the nature of her/his responsibilities, she/he should contact the person in charge of the course and clarify the expectations. See Article XIII E. for workload reviews.

4. The person who has responsibility for the course shall endeavour to consult with the Teaching Assistant before changing marks assigned by her/him.

5. A Teaching Assistant shall conduct her/himself in a responsible and ethical manner in the performance of her/his duties and in her/his relations with students and staff.

6. A Teaching Assistant shall not discriminate against any student on any of the grounds named in Article IX, "No Discrimination and no Harassment".

7. Within the course outline, structure, and format determined by the person responsible for the course, employees in the bargaining unit are entitled to encourage critical thought and freedom of discussion among their students. This provision is subject to the limitations of Article XIII C.

#### **D. Assignment and Compensation**

1. In addition to the nature and scope of particular duties assigned under C.2, workload will be affected by some or all of the following factors:

- a. the number of classes (normally tutorials, labs or studios) assigned,
- b. the number of students in each class,
- c. the length of the scheduled periods of teaching, and
- d. the number of marking assignments.

If one or more of the factors affecting workload makes particularly slight or particularly heavy demands on a Teaching Assistant's time, the University shall endeavour to make compensatory adjustments on other factors to ensure that the hours required approach but do not exceed the guidelines stated in 3. and 4. below. Adjustments in workload after an appointment has been



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confirmed shall not result in a reduction in the total compensation received by an employee. The number of different courses to which a Teaching Assistant is assigned will also affect the hours she/he is required to work. Therefore, for each different course in which a Teaching Assistant is assigned regular classroom contact she/he shall be compensated for 1.17 base units beyond those defined in 3.b below.

Where a Teaching Assistant is assigned duties in an additional course without regular classroom contact, the Teaching Assistant will be compensated for the preparation required to fulfill the additional assigned duties. Additional duties should not be assigned in such a way so as to place an unreasonable burden upon the Teaching Assistant at any point during the Semester. (The compensation for the preparation time will generally be accomplished by providing hours within the maximum hours per base units assigned. Where that is not possible additional compensation will be paid to the Teaching Assistant.)

2. a. Assignment and compensation shall be expressed in terms of base units and the number of hours of work required for each base unit is expected to approach but not to exceed forty-two (42). (See Appendix B).
- b. There are no hours of work associated with the additional 0.17 base unit for preparation. (See Appendix B).
- c. To compensate for all statutory holidays which may occur in a semester, the total workload will be reduced by one point one (1.1) hours for each base unit assigned, excluding the additional 0.17 base unit for preparation, e.g. four point four (4.4) hours reduction for a 4.17 base unit appointment.

3. Except as noted, each of the following shall constitute one base unit:

- a. the initial and ongoing preparation in a course in which a Teaching Assistant is assigned regular classroom contact (as in 1. above) shall constitute 1.17 base units. This is a general provision and some preparation time will be incorporated in the base units described in b.
- b. a one hour tutorial (or equivalent, cf. 4. below) each week for a semester and all related duties assigned or required for the effective conduct of the tutorial (or equivalent).
- c. when a Teaching Assistant is assigned no direct classroom contact, one (1) base unit shall comprise an amount of marking or other duties related to instruction estimated to approach, but not exceed forty-two (42) hours to perform.

The definition of base units is only an approximation of the time required for duties assigned since the actual hours may be affected greatly by differences in the expertise and experience of the employee and even by differences in style and approach to aspects of the work.

4. The parties recognize great variations across the University in subject matter and mode of instruction, and agree that it shall be the University's responsibility to establish and maintain equivalence in assignments.

In the establishment of equivalents, some guidelines can be identified as follows:

- a. Including the assigned duties related to each, a one (1) hour tutorial shall normally be considered equivalent to two (2) hours in a scheduled laboratory or to three (3) scheduled hours in an open laboratory.
- b. Including the assigned duties related to each, the following are examples of exceptional assignments deemed to be equivalent to 4 x 1 hour tutorials and the assigned related duties:

3 x 2 hour tutorials - Geography

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3 x 2 hour labs - Psychology, Geography  
3 x 1.5 hour tutorials - English

c. A Department that establishes a new equivalency shall notify, in writing, the Union and Human Resources of the new equivalency at least sixty (60) calendar days prior to the commencement of a new equivalent. If the Union disagrees with the equivalency it has ten (10) working days to notify the Department, with a copy to Human Resources, outlining in writing its reasons for disagreement with the equivalency. Should the Department and the Union fail to reach agreement, the matter shall be referred to the Director of the Learning and Instructional Development Centre, who shall make the final decision.

Establishment of a new equivalent shall result in an assignment approaching but not exceeding forty-two (42) hours of work per base unit.

For the purposes of this Article a new equivalence will be deemed to have been created if a Department creates a new course or changes an existing course which:  
does not comply with Article 4.a or b (above); or  
is an equivalency that has not been in use for other courses within that Department.

5. The assignment given a GTA will not normally be fewer than three (3) or more than seven (7) base units and the most common assignment will normally be five (5) or six (6) base units.

6. Compensation shall be inclusive of all the duties and responsibilities assigned to and performed by a Teaching Assistant during the term of the appointment and an increase in workload beyond the number of base units assigned will result in a commensurate increase in remuneration.

7. Assigned substituting within a course for a week or less during the course of a semester in duties comparable to those already assigned will normally be considered to fall within the duties of an employee and will not result in additional compensation. If it is appropriate and feasible, arrangements may be made to exchange duties. Substitution shall not constitute an unreasonable burden on the employee.

8. Subject to the approval of the Department Chair and the employee, the employee may be asked to give one or two lectures for the person responsible for the course and, if it is feasible, arrangements will be made to exchange duties to accommodate such a request.

9. Substitution beyond the limits specified in 7 and 8 above must be acceptable to the Department Chair and to the Teaching Assistant and the Teaching Assistant shall be compensated in full or fractional base units commensurate with the duties assigned.

10. An increase in the number of base units assigned will result in an appropriate increase in remuneration.

11. Should a Teaching Assistant work beyond the four (4) month term of appointment as in the case of a deferral or appeal, additional compensation shall be prorated at an hourly rate appropriate to her/his classification. The number of hours to be undertaken shall be determined by mutual agreement of the employee and Department Chair.

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### **E. Tutorial Size, Workload Reviews and Time Use Guidelines**

1. The basic Time Use Guideline (TUG) appears in Appendix C. Departmental forms may contain other job related details, but must include the elements of the basic Time Use Guideline.
2. Departments will send out Time Use Guidelines to each Course Supervisor and will require their use when establishing the required duties and responsibilities as outlined in Article XIII C. 3. Establishment of the duties will take into account several factors, including, but not limited to, tutorial or lab size, number of marking assignments, midterm examinations and final examinations, introduction of new texts and/or new software, and preparation time. Where a Teaching Assistant is required to use course specific software or technology with which she/he has no previous experience or training, the Course Supervisor shall allocate a reasonable amount of time, up to seven (7) hours in the Time Use Guidelines for preparation related to learning to use the software or technology. Additional hours may be allocated where mutually agreed to by the Course Supervisor and the TA, and upon departmental approval.

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

3. All TA assignments will be reviewed by the Course Supervisor to assess that the workload will not, by semester end, exceed the maximum hours of work provided as follows:
  - a. Prior to the end of week five (5), Departments shall remind Course Supervisors and Teaching Assistants that Course Supervisors are required to conduct a workload review (Workload Review Form in Appendix C).
  - b. The Course Supervisor will conduct the workload review in consultation with the Teaching Assistant in a timely manner so as to ensure that the course is sufficiently advanced to assess the workload. The Course Supervisor will advise the Teaching Assistant of the result of the review, and the Department will retain the copy of the completed review form until the conclusion of the following semester. Where the Course Supervisor concludes that the workload required will, by semester end, exceed the total workload hours of the appointment, then it will be necessary to either reduce the workload, where possible, or provide additional compensation. The Department Chair shall promptly advise the Teaching Assistant of the results and reasons of decision in writing, with a copy to the Union. After receiving the results of the workload review, the Teaching Assistant can request a meeting with the Department Chair to discuss the review. The Teaching Assistant has the right to be accompanied by a Union representative at that meeting if she/he so wishes.
4. The University will supply the TSSU with copies of the end of week three enrollment data from the Registrar as soon as such information is available.
5. Teaching Assistants are encouraged to review their workload with their Course Supervisor on a regular basis. It is acknowledged that adjustments to the hours assigned to any one factor may be necessary, with the provision that there may be compensatory adjustments on other factors to ensure

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that the hours required approach but do not exceed the maximum hours per base unit assigned. The Course Supervisor must be aware of and approve any such reallocation. Early identification and consultation regarding workload concerns affords both the Teaching Assistant and the Course Supervisor a better opportunity to resolve problems. This is especially important where the Teaching Assistant believes that she/he cannot complete the work required by the Course Supervisor within the assigned hours. A Teaching Assistant who, after consulting with the Course Supervisor still reasonably believes that the workload required by the Course Supervisor will exceed, by semester end, the maximum of forty two (42) hours per base unit assigned, may submit a written request for a review to the Department Chair, at the earliest opportunity, outlining how the workload required by the Course Supervisor will exceed the assigned base unit total. The parties acknowledge that such requests do not constitute a criticism of the Course Supervisor or the Department Chair, but are a legitimate part of the ongoing monitoring of the Teaching Assistant workload.

Where the workload review finds that the Teaching Assistant has sufficient time to complete the required tasks within the TUG but is having difficulty in doing so the Course Supervisor will review the employment of time with the Teaching Assistant and provide direction as to intended use of the time and feedback on how the Teaching Assistant is currently using her/his time.

6. The Department Chair shall review the workload within ten (10) days of the written request. If found excessive, the workload shall be reduced accordingly, or, with the agreement of the employee, the compensation increased accordingly. The Department Chair will advise the Teaching Assistant of the results and reasons in writing, with a copy to the Union.

7. A Teaching Assistant who believes she/he has been required to exceed and has exceeded the total hours maximum for the base unit assigned may grieve for the appropriate increase in compensation. Such a grievance shall not be prejudiced by any workload review.

8. Where a TA or the Union believes there is a workload issue in a specific course, the Union may request a copy of the Time Use Guideline and/or the Workload Review for that course by notifying the department in writing. Upon receipt of the written request, the department shall provide a copy to the Union of the Time Use Guideline and/or the Workload Review within ten days.

#### **F. Appointment Priority**

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

2. Priorities are based on the following principles:

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

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

- (i) Graduate students registered in the department

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(ii) Graduate students registered in other departments

(iii) Undergraduate Teaching Assistants (UTA) or External Teaching Assistants (ETA)

b) Prior to appointing a Teaching Assistant from applicants in (ii) or (iii), the department must have provided at least a five (5) base unit appointment to those applicants in (i). Subsequently the same will be applied to those applicants in (ii) prior to appointing a Teaching Assistant from applicants in (iii). If any graduate students request less than five (5) base units, then fulfilling that request will be sufficient to comply with this requirement.

The Union shall be provided, upon written request, a list of applicants and appointments (including course, section and base units assigned) to TA/TM positions within a given Department. The list shall be provided within ten (10) days of receipt of the written request.

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

4. a) If a Graduate student indicates in writing a desire to TA in their department, s/he will be deemed to have applied for all available TA positions in the relevant semester. Such Graduate students will not be required to apply for specific appointments, but may indicate their preferences for particular courses.

b) Graduate students from outside the department must apply in writing and indicate the courses to which they are applying; they may indicate any preferences for particular courses.

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

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

7. a. The parties recognize the existence of a limited number of courses for which special qualifications or professional or technical experience are important elements in determining a person's level of competence for performing tutorial or laboratory teaching support duties. The Labour - Management Committee will be the forum for discussion of the circumstances requiring such qualifications or experience.

b. When such positions are posted the posting shall include the special qualifications or experience

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expected.

c. Among candidates with equal qualifications the priorities stated in 3. shall apply.

8. Failure to give timely acceptance of an offer of appointment may result in loss of priority for that semester.

9. The appointing department shall make all reasonable efforts to apply candidates' stated preferences, when appointments and assignments are made.

### **G. Term of Appointment**

The term of appointment for a Teaching Assistant shall normally be seventeen (17) weeks from the beginning of a semester. An exception to this is appointment for an Intersession or Summer Session. In any event the term of a Teaching Assistant's employment shall not exceed four (4) months.

### **H. Re-employment as a Teaching Assistant**

1. To be considered for re-employment, a graduate or undergraduate Teaching Assistant must maintain satisfactory performance as a Teaching Assistant.

2. The re-employment of Teaching Assistants will also depend upon the needs and budget resources of the University.

I. For position posting, offers of employment and conditional upon enrollment see Articles XVI and XVII.

## **Article XIV: Sessional Instructors**

### **A. Definitions**

1. A Sessional Instructor is a bargaining unit employee who is appointed for a semester to teach a credit course. The appointment to teach a credit course normally requires some or all of the preparation of the course, the major responsibility for the presentation of course material, consultation with students and the assignment of grades.

2. Part-time and full-time Faculty (and visiting and limited term Faculty) holding the rank of Lecturer, Instructor, Assistant Professor, Associate Professor, or Professor are not Sessional Instructors. Persons who are employed full-time by the University outside the bargaining unit and who are, in addition, appointed to teach are not Sessional Instructors.

### **B. Qualifications**

A Sessional Instructor shall hold a graduate degree or equivalent qualification in the field of her/his assignment. She/he shall also provide evidence of teaching ability commensurate with the responsibility of teaching the assigned credit course and of carrying out the duties related to the effective conduct of that course.

### **C. Duties and Responsibilities**

1. A Sessional Instructor shall be responsible to the Department Chair or her/his designate for the teaching of the course to which she/he is assigned and for all the related duties which may be assigned or required for the effective conduct of the teaching duties.

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2. In some cases a Sessional Instructor may be expected to develop and submit such items as a course outline or textbook order in advance of the semester or to assist in following up a grade appeal or the clearing up of a deferred grade after the end of the semester.
3. With respect to the presentation of a course, a Sessional Instructor will be informed by the Department Chair or her/his designate of the limitations, if any, placed on her/him in such matters as course outline, selection of texts, reading lists, assignments, grading, and the use of software. Where the use of specific and/or specialized software is identified as a requirement for the course, such notification shall occur with the offer of employment.
4. Within the scope of the course taught, and of specific limitations established from time to time by the department or by the Chair, a Sessional Instructor shall be free to present material and information related to the subject matter of the course in a manner she/he deems appropriate, to make independent comment, and to encourage critical judgment by students.
5. A Sessional Instructor who is assigned teaching support staff to assist in the course for which she/he is responsible shall be required within such guidelines as may be provided by the Department Chair to outline the duties and responsibilities of each such member of the teaching support staff at the outset of the semester.
6. A Sessional Instructor shall conduct her/himself in a responsible and ethical manner in the performance of her/his duties and in her/his relations with students and staff.
7. A Sessional Instructor shall not discriminate against any student on any of the grounds named in Article IX "No Discrimination and No Harassment".

#### **D. Compensation**

1. Compensation for Sessional Instructors is based on the assigned weekly contact hours of lecture, seminar and/or tutorial or equivalent (as defined in Article XIII, Teaching Assistants).
2. For each different course for which she/he is responsible, a Sessional Instructor will be paid the amount of 1.25 weekly contact hours of compensation for preparation, plus one (1) weekly contact hour of compensation for each assigned weekly contact hour of lecture, seminar and/or tutorial or equivalent. In some cases, after consultation with the Sessional Instructor, the department may determine that different or additional preparation, instructional techniques, software, or texts etc. are necessary. The Department Chair will then meet with the Sessional Instructor to determine the appropriate level of additional compensation and include the appropriate compensation at the time that the appointment is offered. If the department determines that such additional work is warranted after the course has begun, the department in consultation with the Sessional Instructor will establish an appropriate date for the commencement of such additional contact hour payments. The Sessional Instructor is entitled to Union representation at such meetings, if she/he so desires.
3. Should a Sessional Instructor work beyond the end of Week one (1) of the following semester, additional compensation shall be paid at an hourly wage rate equivalent to that of a GTA 2 salary and scholarship (\$30.00 May 1, 2010 to April 30, 2011; \$30.00 May 1, 2011 to April 30, 2012; \$30.62 May

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1, 2012 to April 30, 2013; \$31.24 May 1, 2013 to April 30, 2014).

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

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

### **E. Employment Priority**

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

2. Except as modified below, all Sessional Instructors shall be hired on the basis of written applications and open competitions. If after such consideration two or more applicants for an appointment are qualified, the one with the most seniority shall be appointed. Seniority will be based on the number of semesters the applicant has taught as a Sessional Instructor or as a faculty appointment, commencing with the first appointment as a Sessional Instructor.

A Sessional Instructor who has taught a given course within the last three (3) semesters shall be sent the posting for that given course by email at least ten (10) days before the application deadline. Such individuals may then apply for that course offering through the regular application process. The department will make every reasonable effort to ensure the email notification is sent, and given that effort, inadvertent failure to notify will not then be grievable.

3. It is recognized that teaching related experience in her/his field of study can be of value to a graduate student or postdoctoral fellow. Therefore, each department may invoke a right to hold in reserve certain Sessional Instructor positions for Graduate Students and Postdoctoral Fellows, as provided herein:

a) This reserve shall consist of up to twenty five (25) percent of the appointments within a given department that may be reserved for and awarded to qualified graduate students or postdoctoral fellows;

b) The number of such appointments shall be calculated based on the number of Sessional Instructor positions in the yearly teaching plan for each department. Any fractions are to be rounded up to the nearest integer;

c) Appointments to the Reserve Sessional Instructor positions shall be provided to qualified Graduate students and Postdoctoral Fellows first; however, in the event that the positions are not filled therefrom, they shall be released for appointment to any qualified applicant as per this Article.

4. All positions must be posted according to Article XVI (Postings).



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5. Seniority shall be lost when a sessional instructor:

- (a) is terminated for just cause, unless the sessional instructor is subsequently reinstated through the grievance procedure;
- (b) does not receive a teaching appointment within twenty-four (24) months of the end date of their most recent appointment;
- (c) voluntarily resigns.

6. Semesters spent on maternity/parental leave will not count for the purposes of seniority accrual as if one course were taught each semester

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

F. Term of Appointment

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

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

3. Individuals who have taught an average course load equivalent to four (4) courses per year over four (4) years, shall be offered a Limited Term Lecturer position, with an appointment ranging from 50% - 100% for a minimum of one year. The calculation of the average course load equivalent may include courses taught while a graduate student, but a graduate student may not be offered a Limited Term Lecturer appointment of more than twelve (12) months.

G. For position posting, offers of employment and conditional upon enrollment, see Articles XVI and XVII.

- A Seniority list will be provided to TSSU within two months of ratification. An updated Seniority list will be provided by no later than the sixth week of each semester.

## **Article XV: Distance Education Tutor/Marker**

### **A. Definitions**

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

2. There are four categories of Tutor/Marker:

a. Graduate Tutor/Marker 1 (GTM 1). A GTM 1 must be registered at Simon Fraser University for a

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master's degree or as a qualifying student in a master's program.

b. Graduate Tutor/Marker 2 (GTM 2). A GTM 2 must be registered at Simon Fraser University for a doctoral degree or as a qualifying student in a doctoral program.

c. Undergraduate Tutor/Marker (UTM). A UTM must be registered at Simon Fraser University in a program leading to teacher certification, a diploma or a bachelor's degree.

d. External Tutor/Marker (ETM). An ETM is a person who is not otherwise a full-time employee of the University and who is not a student in any of the categories referred to in a, b or c above.

## **B. Qualifications**

1. Many departments include a wide range of specialization and, in order to be appointed, a Tutor Marker must have sufficient knowledge in the discipline of the course to interpret the course material.

2. A Tutor/Marker shall be competent in oral and written English.

3. Normally, an external Tutor/Marker's qualifications shall include a bachelor's degree or appropriate certification and some teaching experience.

## **C. Duties and Responsibilities**

1. Within such limits as may be established by Senate it is the prerogative of the department and/or responsible Course Supervisor to determine or to change the structure, format and instructional methods in any course.

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

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

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

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

d. The Tutor/Marker will make all reasonable efforts to establish communication with each within the first two (2) weeks of the semester and will report any difficulty in this regard to the Director of the Centre for Online and Distance Education. Failing such contact the Tutor/Marker will send out a

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prepared form letter.

- e. If the Tutor/Marker is unable to answer any question related to the operation of the course she/he will relay the question to an employee of the Centre for Online and Distance Education.
- f. The Tutor/Marker will attempt to answer all student questions related to the academic content of the course and will prepare her/himself to discuss issues arising from the course. If requested, the Tutor/Marker will provide recommendations to students for additional readings.
- g. The Tutor/Marker will mark the assignments for a distance education course for the students assigned to her/him and provide feedback to each student on each assignment marked. The Tutor/Marker may also be required to mark the final exam and the mid-term(s) and tests, and to provide the Course Supervisor with the marks assigned to each student.  
After consultation with the Course Supervisor and the Director of the Centre for Online and Distance Education, the Tutor/Marker may initiate or be required to initiate a tape or letter for all students assigned to her/him identifying assignment problems, or misinterpretations.
- h. The Tutor/Marker will provide the Director of the Centre for Online and Distance Education with a copy of the midterm (where applicable) and final exam grades.
- i. The Tutor/Marker will complete and submit a report assessing her/his experience with the course in the form requested by the Director of the Centre for Online and Distance Education.
- j. In some cases a Tutor/Marker may be expected to assist in following up a grade appeal or in clearing up a deferred grade after the end of the semester.
- k. The Course Supervisor shall endeavour to consult with the Tutor/Marker before changing marks assigned by her/him.
- l. The Tutor/Marker shall conduct herself/himself in a responsible and ethical manner in the performance of her/his duties and in her/his relations with students and staff.
- m. The Tutor/Marker shall not discriminate against any student on any grounds named in Article IX, "No Discrimination and No Harassment".

#### **D. Assignment and Compensation**

1. A TM Assignment will include base units for each of the following that apply:
  - a. Two and seventeen one-hundredths (2.17) base units for preparation and tutoring for each separate course for which the Tutor/Marker is assigned duties and responsibilities.
  - b. One (1) base unit for tutoring and marking for the first increment of up to twenty (20) students enrolled in a specific course for which the Tutor/Marker is assigned duties and responsibilities at the end of the third (3rd) week of classes.
  - c. One-fourth (1/4) base unit for each additional increment of up to five (5) students enrolled in a specific course for which the Tutor/Marker is assigned duties and responsibilities at the end of the third week of classes.
  - d. Assigned base units in the initial contract of employment will be based on enrolment at the end of the registration release period, less three quarters (0.75) of a base unit.
  - e. Once enrolment is confirmed at the end of Week 3, pay for the Tutor Marker will be adjusted up where necessary to compensate for the total number of students enrolled in the course for which the Tutor Marker is assigned duties and responsibilities.
  - f. Base units are intended to approximate forty-two (42) hours of work per semester. The number of hours of work required for each base unit is expected to approach, but not exceed forty-two (42) per semester.
  - g. There are no hours of work associated with the additional 0.17 base unit for preparation.
  - h. To compensate for all statutory holidays which may occur in a semester, the total workload will be

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reduced by one point one (1.1) hours for each base unit assigned, excluding the additional 0.17 base unit for preparation, e.g. four point four (4.4) hours reduction for a 4.17 base unit appointment. The definition of base units is only an approximation of the time required for duties assigned since the actual hours may be affected greatly by differences in the expertise and experience of the employees and even by differences in style and approach to aspects of the work.

2. Compensation shall be inclusive of all the duties and responsibilities assigned to and performed by a Tutor/Marker during the term of the appointment and an increase in workload beyond the number of base units assigned will result in a commensurate increase in remuneration. Adjustments in workload after a Tutor/Marker has been appointed shall not result in a reduction in the total compensation received by an employee.

3. a. Substituting within a course for a week or less during the course of a semester in duties comparable to those already assigned will normally be considered to fall within the duties of an employee and will not result in additional compensation. If it is appropriate and feasible, arrangements may be made to exchange duties. Substitution shall not constitute an unreasonable burden on the employee. Such substitution shall occur only when acceptable to the Course Supervisor and the Director of the Centre for Online and Distance Education.

b. Substitution beyond the limits specified in 3.a. above must be acceptable to the Department Chair, the Director for the Centre for Online and Distance Education and to the employee. The employee will be compensated in full or fractional base units commensurate with the duties assigned.

4. The University shall pay the costs of any long distance or collect calls that the Tutor/Marker incurs for the purposes of assisting distance education students assigned to her/him.

5. Should a Tutor/Marker work beyond the four (4) month term of appointment as in the case of a deferral or appeal, additional compensation shall be prorated at an hourly rate appropriate to her/his classification. The number of hours to be undertaken shall be determined by mutual agreement of the employee, Department Chair and Director of the Centre for Online and Distance Education.

### **E. Time Use Guidelines**

1. The basic Time Use Guideline (TUG) appears in Appendix F.

2. The Centre for Online and Distance Education will send out Time Use Guidelines to each Course Supervisor and will require their use when establishing the required duties and responsibilities as outlined in Article XV C. 2.

3. Establishment of the duties will take into account several factors, including but not limited to, number of students, number of marking assignments, midterm examinations and final examinations, introduction of new texts and/or software, preparation time, and administrative duties. Where a Tutor Marker is required to use course specific software or technology with which she/he has no previous experience or training, the Course Supervisor shall allocate a reasonable amount of time (up to seven (7) hours) in the Time Use Guideline for preparation related to learning the software or technology. Additional hours may be allocated where mutually agreed to by the Course Supervisor and the TM, and upon departmental approval. The Course Supervisor should complete these forms during the first week of classes each semester and consult with the Tutor Marker. The Tutor Marker is entitled to suggest amendments to the assigned times for the various activities. The Course Supervisor is expected to provide a guideline of the approximate length of time expected to

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be devoted to each major activity, e.g. marking, and office hours/student consultation. Where the Tutor Marker is also the Course Supervisor for the course, the Chair of the Department will complete the Time Use Guideline in consultation with her/him. The provision of XV D.1.f. regarding individual variances will apply.

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

b. Upon request of a Tutor Marker who reasonably believes that her/his total workload will exceed by semester end the maximum of forty-two (42) hours per base unit assigned, the Director of the Centre for Online and Distance Education in consultation with the Course Supervisor and the Tutor Marker shall review her/his workload within ten (10) days. If found excessive, the workload shall be reduced accordingly, or, with the agreement of the Tutor Markers, the compensation shall be increased accordingly. The Centre for Online and Distance Education shall promptly advise the Tutor Marker of the results and reason of the decision in writing, a copy to be sent to the Union. After receiving the results of the workload review, the Tutor Marker can request a meeting with the Department Chair and Director of the Centre for Online and Distance Education to discuss the review. The Tutor Marker has the right to be accompanied by a Union representative at that meeting if she/he so wishes.

5. A Tutor Marker who believes she/he has been required to exceed and has exceeded the total hours maximum for the base unit assigned may grieve for the appropriate increase in compensation. Such a grievance shall not be prejudiced by any workload review.

6. Where a TM or the Union believes there is a workload issue in a specific course, the Union may request a copy of the Time Use Guideline for that course by notifying the department in writing. Upon receipt of the written request, the department shall provide a copy to the Union of the Time Use Guideline within ten days.

#### **F. Appointment Priority**

1. A Tutor/Marker may be appointed to undertake the responsibilities specified above only when a faculty member is not available to do so.

2. In hiring Tutor/Markers, departments shall give priority to qualified applicants to be appointed as outlined for Teaching Assistants in Article XIII F. For the application of this particular clause (ie. XV F 2) the words “Teaching Assistant” in XIII F shall be read as “Tutor Marker”.

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### **G. Term of Appointment**

The term of appointment for a Tutor/Marker shall normally be seventeen (17) weeks from the beginning of a semester. The term of a Tutor/Marker's employment shall not exceed four (4) months.

### **H. Re-employment as a Tutor/Marker**

1. To be considered for re-employment, a graduate or undergraduate Tutor/Marker must maintain satisfactory performance as a Tutor/Marker.

2. The re-employment of Tutor/Markers will also depend upon the needs and budget resources of the University.

#### **I. Supervisor**

1. If a person other than a full-time employee of the University is appointed as Supervisor of a distance education credit course, the appointment shall be within the bargaining unit. Such an appointment may be in addition to an appointment as a Distance Education Tutor/Marker and if so shall entail additional remuneration. Distance Education Supervisors shall not be responsible under this appointment for the design of the course or the development of course materials.

2. The Course Supervisor shall be responsible to the Department Chair or her/his designate for overseeing the operation of the course during the term of appointment. Course Supervisor responsibilities shall include but not be limited to the following:

- a. assisting Tutor/Markers with the course material and with any problems which arise;
  - b. consulting with Tutor/Markers regarding instructional information and guidelines for marking assignments and providing feedback to students;
  - c. responding to inquiries from Tutor/Marker on behalf of students;
  - d. preparing examinations as requested by the Centre for Online and Distance Education;
  - e. being responsible for overseeing grading policy and assigning and submitting the final grades for students in the course;
  - f. endeavouring to consult with the Tutor/Marker before changing marks assigned by the Tutor/Marker.
3. The Supervisor shall conduct herself/himself in a responsible and ethical manner in the performance of her/his duties and in her/his relations with students and staff.
4. The Supervisor shall not discriminate against any student on any grounds named in Article IX "No Discrimination and No Harassment".

J. For position posting, offers of employment and conditional upon enrollment see Articles XVI and XVII.

### **Article XVI: Position Posting and Offers of Employment**

1. Positions shall be posted on the departmental website and on a central website designated by the University, with an electronic copy sent to the Union office. All postings will include a course number or title, duration, location, closing date, qualifications necessary to conduct the work and upon which the posting will be awarded and identify if the position is for a Teaching Assistant, Tutor Marker or Sessional Instructor.

In addition, a statement will be included to advise applicants that the University is committed to the principle of equity in employment. All postings shall remain open and accessible for two (2) weeks. The department will include in Sessional Instructor postings a list of the minimum qualifications and recommended qualifications that will be used to determine whom to hire.

2. Postings shall occur:

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a)For all TA/TM positions on the Monday of the eighth (8) week prior to the commencement of the semester; when the Monday falls on a statutory holiday or when the University is closed, the next working day shall be used.

b)For all Sessional Instructor positions, at least six(6) weeks prior to the commencement of the semester. Departments shall post a public statement on their website outlining the normal posting, practices and timelines for Sessional Instructor positions. The department will include in Sessional Instructor postings a list of the minimum qualifications and recommended qualifications that will be used to determine whom to hire.

3. For TA, TM and Sessional Positions: at least three (3) weeks prior to the commencement of the semester, the successful applicants shall receive written notification of the employment offer and whether or not the offer is conditional upon enrollment. (Reference Article XVII: Conditional Upon Enrollment).
4. Departments shall make reasonable efforts to determine and include in the employment offer the number of base units, or contact hours for Sessional Instructors.
5. The written contract of employment shall be provided to the successful applicant not later than one week prior to the commencement of the semester. An applicant who has been unsuccessful in obtaining any appointment may request reasons, from the department, why s/he was unsuccessful. Upon receipt of such a written request, within fourteen (14) calendar days, the Department will provide a brief explanation why the applicant was unsuccessful. This time limit may be extended by mutual written consent of both parties.
6. Where a successful applicant does not have a valid Social Insurance Number, s/he may notify their department, which will then provide the applicant with a letter on department letterhead containing the name and telephone number of the contact person in the department. This letter will state that the applicant has been offered and has accepted employment, the start and end date of the employment and will be signed by both the applicant and a representative of the department.
7. At the time of admission, the University will inform international students in writing about the importance of obtaining a SIN card and of the application procedure of getting this card.
8. Whenever possible, when positions must be reposted or become newly available as a result of unforeseen circumstances, after the posting date as above:
  - a)for TA/ TMs, the position will be posted on the central website and shall remain open at least two (2) weeks. In the event that a two (2) week posting period is not possible due to the commencement date of the position, the posting shall remain open for two (2) working days prior to being awarded.
  - b)for all other postings, and in the event that a two week posting period is not possible due to the commencement date of the position, the posting shall remain open for at least two (20) working days prior to being awarded.

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## **Article XVII: Conditional Upon Enrollment**

- A. An appointment may be made conditional upon enrollment and, if an appointment is made on that basis, the appointee will be so informed at the time she/he is offered the appointment.
- B. The condition shall lapse by the end of the first week of classes of the semester or session.
- C. No more than fifty percent (50%) of the contracts of employment within a given department shall be made conditional upon enrollment.
- D. In the case of Teaching Assistants or Tutor Markers, compensation equal to one week's pay will be provided if an appointment under this section is canceled.
- E. In the case of Sessional Instructors, where an appointment is made conditional upon enrollment and the course is canceled before the first week of classes then compensation equal to 0.75 contact hours shall be paid. Where the course is canceled during the first week of classes the compensation shall be equal to one (1) contact hour.

## **Article XVIII: Employment Evaluation**

- A. An employee must be evaluated at least once during any semester in which she/he is employed except in the case of ELC/ITP employees. An ELC/ITP Instructor who has completed her/his probationary period must be evaluated at least once per year. The evaluative criteria shall be made clear to the employee upon commencement of duties.
- B. Except in cases of gross misconduct related to the employee's suitability for employment, evaluation must be made only on the employee's qualifications and performance of assigned duties and responsibilities.
- C. Evaluation may include assessment of the employee's performance by the students assigned to the employee, but decisions not to reappoint an employee cannot be based exclusively on student evaluations. Each employee shall be assessed on an individual assessment form. The employee has a right to an assessment by the person to whom the employee is responsible and/or such other person(s) as may be designated by the Chair. The request for an evaluation must be sent in writing to the Chair, in a timely manner.
- D. Each department shall prepare student assessment forms suited to its own use, with the consultation of the departmental Shop Steward, or other Union Representative. A copy of the form must be forwarded to the Union Office.
- E. The purpose and importance of student assessments must be stated explicitly on the form.
- F. There shall be no alteration of the employee's completed student assessment forms or the summary prepared therefrom, by any persons granted access to them.
- G. Access to all original student assessment forms and all summaries of those forms shall be guaranteed to each person evaluated therein. The original completed forms shall be withheld from the



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person evaluated only until submission of final grades is completed. Any student assessment form received after final grades are approved by the Department will be disregarded and destroyed. Access to original student assessment forms shall be available to the individual for a period of three (3) semesters following the semester in which the assessment was made.

H. A copy of the department's evaluation shall be forwarded to the person evaluated by the end of the first week of classes of the following semester. The evaluation shall not normally be considered part of the file until she/he has had reasonable opportunity to discuss the evaluation with her/his supervisor and add comments to the file. This shall not preclude the use of the evaluation for rehiring in the semester immediately following the evaluation.

I. Whenever reasonably possible, supervisors shall bring serious or continuing problems to an employee's attention. If not resolved to the supervisor's satisfaction it should again be brought to the employee's attention in writing, before formally citing such problems in evaluations, or using them in any proceedings against the employee.

J. The design, administration and interpretation of such evaluations falls within the area of management's rights and responsibilities. Such rights and responsibilities will be exercised in a fair and reasonable manner.

K. Where an employee is not reappointed due to unsatisfactory performance, the department will immediately notify the employee of that fact and the reason for the decision.

The employee, following such notification, may request a meeting with the Department Chair to discuss the reasons for the decision and to place additional information before the Chair. Such a meeting will be held within three working days of the request. The employee is entitled to TSSU representation at that meeting if she/he wishes.

The Department Chair will, within forty-eight (48) hours, determine whether the original decision will be changed or not. This finding shall be immediately conveyed to the employee.

If the employee upon receipt of the second decision wishes to file a grievance that grievance shall commence at Step II of the grievance procedure.

If no resolution to the grievance is achieved at Step II the matter shall be referred to an expedited arbitration process. The parties will meet to discuss the time frames to be used on each grievance, however, the following deadline is established for all such arbitration (unless altered by mutual agreement of the parties). The decision of the arbitrator must be issued prior to the conclusion of the appointment process for the semester following the one in which the dispute arises (e.g. if the reappointment dispute involves the spring semester, the arbitration award must be published prior to the conclusion of the appointment process for the summer semester).

## **Article XIX: Employment File**

A. An employment file shall be kept for each bargaining unit employee. This file shall include the departmental copy of the normal appointment document(s), a current curriculum vitae if available, and copies of such student or faculty evaluations of the employee's work performance as are normally maintained by the department.

Employees shall receive copies of all disciplinary letters pursuant to Article XXIV and shall be notified prior to the inclusion of such documents in the employment file.

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B. Except for regularly conducted evaluations by students, no anonymous communications shall be placed in the employment file.

C. No material primarily relating to an employee's academic potential, academic standing, academic progress or academic performance shall be contained in this file.

D. Any documents which are generated as part of the grievance procedure outlined in X C. shall not be placed in the grievor's employment file.

E. Employees are entitled to know the locations of all materials considered part of the employment file. Upon reasonable notice to the Department Chair an employee may examine her/his employment file under the conditions the Chair deems appropriate to ensure security of the file. The employee's written comments concerning any contents of the file shall be added to the file at her/his request. Copies of the material in the file shall be provided to the employee at cost at her/his request. No one other than a University employee discharging employment-related responsibilities shall have access to the contents of the file without permission of the employee.

F. The contents of the employment file shall be among the matters considered in semester appointment and semester course assignment of bargaining unit employees.

G. 1. The University shall inform an employee in writing of any written reports which express dissatisfaction with the employee's work performance or work-related conduct. Such notification, including a copy of said reports, will be couriered by the University to the employee's last known place of residence or, if unknown, to the last known address, as soon as reasonably possible, and in any case no later than ten (10) working days after generation by the University, or receipt by the appropriate University representative except as otherwise required in Article XVIII H. If this procedure is not followed, the report shall not become part of the employee's employment file. Such reports must be copied to the employee's employment file. Any employee so affected shall be given the opportunity to reply in writing as outlined in E. above, and shall have recourse through the grievance procedure. If successfully grieved, said reports and all associated documentation shall be removed from the employment file and sent to the Manager, Employee Relations in Human Resources.

2. Notwithstanding Articles XIII H.1. and XV H.1.,

a. if after two (2) subsequent teaching assignments, no further written reports which express dissatisfaction with the employee's work performance or work-related conduct have been added to the employee's employment file, upon request of the subject of the written report, said reports and all associated documentation shall be removed from the employment file and sealed in the University Archives. If the employee is subsequently found to have demonstrated unsatisfactory work performance or work-related conduct, this documentation may be unsealed and taken into account in hiring, discipline, discharge or any related matters. Otherwise the documentation will be destroyed after five (5) years under seal.

b. Except in cases of gross misconduct or grossly unsatisfactory behaviour, if the subject of the written report is not rehired within three (3) subsequent semesters, the written report shall not be taken into account in the consideration for reemployment in future semesters provided that no further written reports expressing dissatisfaction with the employee's work performance or work-related conduct have

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been added to the employment file. When the subject of the written report is rehired, the provisions in G. 2.a. above shall apply.

## **Article XX: Work Space and Facilities**

A. The University shall ensure that insofar as possible, consistent with the physical facilities available to the department, bargaining unit employees shall be provided with an appropriate place for holding office consultations with students and performing other required duties such as preparation and marking.

B. Employees shall have use of such other facilities and equipment as are required for the performance of their duties, including prescribed texts, pens, paper, grade books, photocopying, software and computers. The University shall provide each employee with a personal mailbox in the department of assigned teaching and access to a telephone where necessary for the performance of assigned duties.

Upon request, employees will be provided access to University computing resources appropriate for the nature of their work and consistent with other employee groups at the University. Misuse or inappropriate use of University computing resources may result in discipline.

The University shall ensure that employee internet accounts remain active for three (3) semesters after the last semester worked.

## **Article XXI: Safety and Health**

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

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

## **Article XXII: Labour-Management Committee**

The Union and the University acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour - Management Committee consisting of three representatives from each party. The Committee shall function in an advisory capacity only making recommendations to the Union and/or the University with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this Agreement. Such meetings shall occur at least once per semester or on the request of either party. Such meetings shall be arranged through the Director of Employee Relations and Benefits. In the interests of improving the problem solving environment important to the successful operation of the committee on a number of items placed before it the parties agree that, with mutual agreement, they may request the appointment of a Mediation Officer from the Labour Relations Board to assist the parties in overcoming any impasses

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which may arise.

## **Article XXIII: Technological Change**

### **A. Intention**

1. When the University intends to introduce a technological change, that:
  - a. affects the terms and conditions of employment of a significant number of employees to whom the collective agreement applies; and
  - b. alters significantly the basis upon which the collective agreement was negotiated the following procedure shall be followed:

### **B. Procedure**

1. The University shall advise the Union as far as possible in advance, and in any event at least sixty (60) days in advance of implementation, of its intention to introduce such technological change. The University shall provide the Union with the following information:
  - a. the nature of the technological change;
  - b. the date on which the University proposes to effect the technological change;
  - c. the approximate number of employees likely to be affected by the technological change and their employment categories.
2. The University and the Union will consult over the next thirty (30) days with the intention of trying to reach agreement about the appropriate actions to be taken. Such consultations shall take place in the Labour-Management Committee.
3. If both parties reach agreement on the implementation of the technological change or aspects of the implementation of the technological change, a Letter of Agreement shall be prepared and signed by both parties, and such Letters of Agreement shall have the same effect as the provisions of the existing Collective Agreement.
4. If the parties fail to reach agreement on any aspect in connection with the technological change, either party may refer the matters still outstanding to an Arbitration Board as outlined in Article XI of this Agreement. The Arbitration Board shall report within thirty (30) days of being established.

### **C. Workplace Adjustment**

1. Where the University introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the collective agreement applies and such actions are not covered by the provisions of Article XXIII A. or B. the parties agree that Section 54 of the Labour Relations Code will apply, and sixty (60) days notice of any such change will be given.

## **Article XXIV: Discipline**

A. No employee shall be disciplined or discharged without just cause.

B. Except in cases of gross misconduct or grossly unsatisfactory performance, an employee shall

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receive a written warning prior to any form of discipline other than an oral or written warning. Employees shall be given at least ten (10) working days to improve their performance following receipt of a written warning. Where such warning is to be recorded in her/his file, any written reply by the employee shall become part of that file.

C. Except in cases of gross misconduct or grossly unsatisfactory performance, employees are entitled, prior to the imposition of any recorded disciplinary action, suspension or dismissal, to be notified at a meeting of the reasons for considering such action.

D. Employees shall be notified, in writing, of the grounds for any recorded disciplinary action, suspension or dismissal. The Union shall receive a copy, forwarded within one (1) working day.

E. If a meeting is called to discuss any disciplinary action, the employee shall have the right to be accompanied by a Steward or other Union representative.

F. Though employees are expected to make every reasonable effort to fulfill all assigned responsibilities, the University recognizes that academic requirements may on occasion, conflict with performance of these duties. Under such circumstances, employees are expected to bring this to the attention of the Course Supervisor who shall make every reasonable effort to assist the employee in resolving the conflict.

## **Article XXV: Benefits and Leave**

### **A. TA, TM and Sessional Instructors: Medical/Extended Health/Dental Plan**

1. The University will maintain the Medical Services (MSP) and the Extended Health Benefits Plan (EHB) for all eligible employees and dependents during the period of their employment, upon their written application.

2. The University will pay the required premiums for MSP. The University will pay the required premiums for EHB and will deduct twenty-five (25) percent of that premium from the eligible employee's salary.

3. An employee may maintain coverage under the above plans for one (1) or two (2) semesters following her/his termination. If an employee wishes to continue with coverage she/he must convey this in writing to the Human Resources Department prior to her/his termination, indicating whether one (1) or two (2) semesters of coverage is desired. One hundred (100) percent of the premiums for the first semester must be remitted by the employee to the University before her/his termination. Where a second semester of coverage has been indicated, prepayment of the premiums for that semester must be made prior to the end of the first semester's coverage.

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

If an employee so elects, and provides the University with proof of premium payment, the University will reimburse the employee the equivalent of fifty (50) percent of the premium to a maximum equal to fifty (50) percent of the Traveler's Insurance Company's premium covering the employee and dependents during the employee's period of employment or until the employee becomes eligible for

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MSP, whichever is the shorter.

5. The University shall provide a medical benefits information sheet at the time of initial appointment. Details on application for premium assistance will be among the matters covered.

#### 6. Dental Plan

1. At the end of the semester in which the employee has an appointment and has also paid premiums into the Pacific Blue Cross Personal Dental Plan, upon proof of premium payment the University will reimburse:

\$11.35 per month for single coverage,

\$22.70 per month for couple coverage, or \$34.50 per month for family coverage, for each month in that semester for which an employee was enrolled in that dental plan.

2. The application for reimbursement must be received by Human Resources no later than end of Week 12 of the semester to which the reimbursement applies.

3. The University will not provide advice or information regarding dental plan eligibility, coverage or premiums.

#### **B. ELC/ITP Instructors: Medical/Extended Health/Dental Plan**

1. The University will maintain the Medical Services Plan, an extended health benefits plan and a dental care plan for all eligible continuing employees.

#### 2. Medical Services Plan

a. The plan – provided by the Medical Services Plan of B.C. in accordance with the Medical Service Act and Regulations of B.C.

b. Eligibility – continuing employees with appointments of twenty-eight (28) hours or more bi-weekly working at least 42 weeks a year.

c. Participation – the coverage is effective from:

i. The first month following the employee's date of employment.

ii. The date the employee meets the residency requirement established by the Medical Services Plan of B.C.

d. Cost – this plan is paid 60% by the employee and 40% by the University.

#### 3. Extended Health Plan

a. The Plan – to reimburse the employee for some costs incurred as a result of illness. Reimbursement will be in accordance with the provisions of the master agreement between the University and the plan carrier.

b. Eligibility – Continuing employees with appointments of twenty-eight (28) hours or more bi-weekly working at least 42 weeks a year.

c. Participation – employees and their eligible dependents, if \_\_\_\_\_ covered by a basic health plan. Coverage is effective the first \_\_\_\_\_ of the month following the employee's date of employment.

d. Cost – the plan is paid 100% by the University.

#### 4. Dental Care Plan

a. The Plan – the University will maintain a dental care plan. The terms of the plan will be governed solely by the master agreement between with University and the plan carrier.

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- b. Eligibility – Continuing employees with appointments of twenty-eight (28) hours or more biweekly working at least 42 weeks a year.
- c. Participation – will be effective from the first of the month following a full three months of employment. Employees must enroll all eligible dependents at time of application.
- d. Cost – the plan is paid 100% by the University.

#### 5. Change in Status

An employee may apply or re-apply for health insurance coverage when the employee acquires new dependents, when a spouse or partner loses coverage under his/her plan, or when an employee no longer belongs to a spousal or partner's plan, provided that such application or re-application is made within sixty (60) days of the event causing the application or re-application.

#### C. TA/TM and Sessional Instructors: Sick Leave/Leaves

##### 1. Sick Leave:

In the event that an employee is unable, through illness or other temporary disability, to perform her/his duties, the employee shall inform the Course Supervisor or the Department Chair in advance of any scheduled duty, except where there are extenuating circumstances.

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

Where such illness or disability is confirmed to the satisfaction of the University, sick leave will be allowed. The employee's remuneration and benefit coverage will continue while she/he is off sick for one (1) month or until the end of her/his appointment, whichever period is shorter. However, the employer's portion of benefit premiums and the associated scholarship portion of the employee's remuneration will continue until the end of her/his appointment in any event.

##### 2. Compassionate Leave

Paid leave of up to five (5) business days may be granted in the event of the death or serious illness striking a close family member or a close friend of an employee.

##### 3. Family Care Leave

An employee is entitled up to five (5) days of unpaid leave per each employment year to meet responsibilities related to the care, health or education of a child in the employee's care or for the care or health of any other member of the employee's immediate family.

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

##### 1. Sick Leave:

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

Normally medical certificates will not be required for short term absences. Absences of more than three (3) days where the instructor had scheduled duties must be accompanied by a medical certificate, satisfactory to the University. Medical certificates may also be required for any absence if the

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University has reasonable grounds to believe that there is an excessive use of sick leave or if sick leave is being abused.

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

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

## 2. Personal Leave

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

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

## 3. Personal Leave for Academic Purposes

All unpaid personal leaves for academic purposes which benefit the employer shall be treated as continuous employment for the purposes of seniority.

Determination of whether an approved leave falls into this category shall be the sole discretion of the University.

## 4. Retention of Status

An ELC/ITP Instructor on an approved unpaid leave will retain their employment status including email and library privileges for the duration of the leave. In addition, all ELC/ITP Instructors will remain active on all departmental email lists.

## 5. Benefits While on Leave

ELC/ITP Instructors on unpaid leave may arrange to pay the costs required to maintain benefit coverage.

## 6. Compassionate Leave

When death or serious illness strikes a close family member or close friend of a continuing ELC/ITP Instructor, up to five (5) working days paid compassionate leave will be granted at the discretion of the Director;

This leave shall not be unreasonably withheld.

Continuing part-time employees shall receive pay on a pro rata basis according to the number of hours worked in the bi-weekly pay period immediately preceding the compassionate leave.

## 7. Family Care Leave

An ELC/ITP Instructor is entitled to up to five (5) days of unpaid leave per each employment year to



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meet responsibilities related to the care of health of any member of the ELC/ITP Instructor's immediate family;

This leave shall not be unreasonably withheld.

#### E. All Employees: Maternity Leave or Parental Leave

##### 1. Length of Leave

###### a. Birth Mother

A pregnant employee shall be entitled to up to eighteen (18) consecutive weeks of maternity leave and up to thirty-five (35) consecutive 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. The parental leave must immediately follow the maternity leave unless she and the employer agree otherwise.

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

###### b. Birth Father and Adoptive Parent

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

###### c. Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks leave where a physician certifies the employee is unable to return to work for medical reasons 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 employee shall be 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 employee's care and custody and if it is certified by a 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.

##### 2. Notice Requirements and Commencement of Leave

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

b. An employee 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 employee shall provide as much notice as possible.)

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

d. An employee 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 employee is able to return to work.

e. Where a pregnant employee 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.

##### 3. Return to Work

a. On resuming employment from maternity or from parental leave the employee shall be reinstated in

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all respects in her/his position previously occupied by the employee.

b. On resuming employment an employee shall have the leave time counted as service for all benefit entitlements and vacation purposes.

#### 4. ELC/ITP Instructors: Continuation of Benefits

Entitlement to maternity and/or parental leave for ELC/ITP employees will be as provided above. In addition, Instructors on maternity/parental leave will be entitled to the continuation of paid Health and Welfare benefits by providing post-dated cheques to the university for the employee portion of the benefit cost, on the same cost sharing basis as before the instructor commenced their maternity/parental leave, during the period of maternity/parental leave.

#### F. All Employees: Travel Allowance

1. Employees whose assigned duties require their presence at other sites of work than the B.C. Lower Mainland shall be reimbursed for travel expenses authorized in advance by the Department Chair.

2. The University shall maintain travel accident insurance for all employees as per University Policy AD 3-7.

3. Employees who are required within the terms of a single appointment to travel between the Burnaby and Downtown campuses will receive travel allowance as per University Policy AD 3-2.

#### G. All Employees: Canada Pension Plan

Provisions, payment of premiums, payroll deduction and eligibility shall be as per Government of Canada regulations.

#### H. All Employees: Workers' Compensation

Provisions, payment of premiums, payroll deductions and eligibility shall be as per Workers' Compensation Board of B.C. regulations.

#### I. All Employees: Employment Insurance

Provisions, payment of premiums, payroll deductions and eligibility shall be as per Government of Canada regulations.

#### J. All Employees: Short-term Leave

An employee may arrange to exchange duties with another employee for a period of up to one (1) week only with the approval of the person responsible for the course, the Department Chair and the consent of the employee(s) involved.

#### K. All Employees: Court Appearances

The University shall grant paid leave to any employee called upon to perform jury duty, or required by subpoena to appear in court. The employee shall inform the Department Chair as soon as she/he is advised of such requirement. The employee shall pay to the University any moneys, other than expenses, paid to her/him by the Crown for those times when the employee had scheduled teaching assignments.

#### L. All Employees: University Closure

Should the University, or an area of the University, be officially declared closed temporarily due to

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environmental conditions, utility disruptions, road conditions, or acts of God, employees working on campus or in the affected area 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.

#### M. TA/TM: Professional Development and Teaching Orientation

1. In each of the Fall and Spring semesters, Teaching Assistants and Tutor Markers may claim up to six hours of preparation time for each semester in which they have an appointment, subject to verification, for mandatory or non-mandatory orientation and/or professional development.
2. A brief introductory course in teaching for all Teaching Assistants and Tutor Markers (Teaching Orientation Program) will be offered. Attendance by Teaching Assistants and Tutor Markers at such Teaching Orientation Programs, although encouraged, will be voluntary. The following considerations apply:
  - a. Teaching Assistants and Tutor Markers will be notified at least one (1) week in advance of the dates, times, purposes and scheduled events of Orientation Programs. The Fall Orientation Program will be offered by the end of the first month of the Fall Semester. The Spring Orientation Program will be offered by the end of the first month of the Spring Semester.
  - b. Tutor Markers and Teaching Assistants who assist in presenting the Program will be compensated on an hourly basis for all time spent attending organizational meetings or conferences, preparing workshop materials and presentations, presenting workshops and assessing workshop results and these duties will be established in advance by the University. The hourly rate of payment will equal the GTA 2 base unit plus scholarship, divided by the number of hours currently deemed to attach to one (1) base unit of pay.
  - c. TSSU shall be consulted regarding the content of the Program, shall have access to the records of attendance for the Program, and shall have one-half (1/2) hour to address the Teaching Assistants and Tutor Markers attending the Program.
  - d. Each Teaching Orientation Program will, among other things, offer instruction on educational technology for bargaining unit members. The Learning and Instructional Development Centre will consult departments as to their current educational technology training needs. The Union will be consulted as to the nature of the educational technology instruction provided for in Article XXV M.2.c.

### **Article XXVI: Contracting Out**

Where the University has entered into formal agreements with other institutions and/or organizations to deliver courses to students registered at Simon Fraser University for credit at Simon Fraser University, or where the University has entered into formal agreements with other institutions and/or organizations to have employees who are covered by this Collective Agreement, to teach or otherwise supervise work of organizations, the University shall notify the Union of each such agreement.

### **Article XXVII: Salaries and Scholarship**

The rates stated in this clause are for the period May 1, 2010 through April 30, 2014. All the rates of remuneration stated include 4% holiday pay.

#### A. Teaching Assistants

1. All Teaching Assistants shall receive the same remuneration per base unit and the difference between the amount paid a Graduate Teaching Assistant and other Teaching Assistants is an associated scholarship. See XIII D. for appropriate compensation.

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2. Salary – (separate Salary scales for insertion provided. Language remains the same as previous CA, numbers are altered)

## **Article XXVIII: TSSU Membership Child Care Fund**

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

2.

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

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

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

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

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

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

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

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

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

f. Upon notification, successful applicants will have the amount of the child care fund awarded for the semester either credited to their student account when issued as a bursary, or paid by cheque/or direct deposit when issued as a grant.

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g. Financial Aid and Awards will provide a written statement of expenditures related to the TSSU Member Child Care Fund each semester to the Director of Labour and Employee Relations, with a copy to the Union.

## **Article XXIX Term of Agreement**

The term of Agreement shall be from May 1, 2014 to April 30, 2019 and shall come into effect on the date of ratification by the employees. Failing agreement to amend by April 30, 2019, the terms of this agreement will continue in force until a new agreement is reached or until legal strike or lockout actually occurs.

## **Article XXX: Definitions**

Agreement:

means all definitions, provisions and terms set forth in this contract consisting of thirty-one (31) articles and appendices, but excluding titles of articles and headings, which are inserted solely for purposes of reference and shall not be deemed to limit or affect the meaning or effect of any provisions of this Agreement.

Chair:

means the Chair of an academic department or a person who holds a similar appointment with a title such as Director, Program Director, Co-ordinator, or any officially designated alternate. The Chair is the person responsible for the management of the department or program.

Dean:

means the person responsible for a faculty and may include an Associate Dean or other person who is an officially designated alternate for the Dean.

Department:

means an academic unit, i.e. a department or a school, or a faculty when a faculty is not composed of departments or schools. Other academic units such as an institute or a program may be treated as a department.

Employee:

means a person employed by the University in one of the appointment categories included within the bargaining unit.

Parties:

means the Union and the University.

Union:

Union means the Teaching Support Staff Union.

Representatives:

means members of the Union's Executive, Stewards, and other persons authorized to act on behalf of the Union, in matters relating to bargaining unit members and this Agreement.

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University:

means Simon Fraser University, its Administration, Board of Governors or Senate as the context may require.

### **Article XXXI: Singular and Plural**

Wherever the singular is used in this Agreement, the same shall be construed to apply to the plural as the facts or context so requires.

## **APPENDIX A**

### ASSIGNMENT OF WAGES FORM

Please Print:

Name: \_\_\_\_\_ Dept: \_\_\_\_\_ Employment Category \_\_\_\_\_

Local Address: \_\_\_\_\_

\_\_\_\_\_ Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

### SECTION ONE: COMPLETION OF THIS SECTION IS A CONDITION OF EMPLOYMENT

To Simon Fraser University:

Until this authority is revoked by me in writing, I hereby authorize you to deduct from my wages and to pay to the Teaching Support Staff Union dues in the amounts following:

Monthly dues of [insert current TSSU dues percentage] of the total received in that month as a result of employment in the Teaching Support Staff bargaining unit.

I understand that these deductions will be made biweekly.

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I understand that this assignment remains in force for all subsequent appointments in the Teaching Support Staff bargaining unit.

I recognize that any objection that I now have, or may have in the future to the deduction of such dues, is a matter only between the Union and myself, and no liability can attach to Simon Fraser University in consequence of any such dispute or objection.

I acknowledge that I am required to pay dues to the Union and to execute the assignment of wages authorizing the deductions of dues.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**SECTION TWO: COMPLETION OF THIS SECTION IS VOLUNTARY**

Until this authority is revoked by me in writing, I further authorize you to deduct from my wages such uniform levies as the Union may from time to time declare in accordance with its Constitution and Bylaws and of which I am notified in writing by the Union.

\_\_\_\_\_  
Signature

cc: Treasurer, TSSU

Please return both copies of this form to the Dean's Office.

## **APPENDIX B**

### Hours Per Base Unit Assignment For Teaching Assistants

Note: What follows does not apply where there is no direct classroom contact or where an equivalence has been established by the University (examples in Article XIII D.4).

Guidelines for Determination of Base Units and Hours Worked:

Base Units = (number of total contact hours from all courses) + (1.17 x number of courses)

Hours Worked = [(number of total contact hours from all courses) + (1.0 x number of courses)] x 42.

Examples of Base Unit and Hours Worked Calculations:

Contact

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Hours  
(First  
Course)  
Contact Hours  
(Second Course)  
(if assigned)  
Total Contact Hours  
Initial &  
Ongoing  
Preparation  
Total Base  
Units  
Assigned  
Total Hours Worked

INSERT TABLE

Conditions governing the assignment of workload and compensation are set out in Article XIII D. There are no hours of work associated with the additional 0.17 base unit for preparation. To compensate for all statutory holidays which may occur in a semester, the total workload required will be reduced by one point one (1.1) hours for each base unit assigned excluding the additional 0.17 base unit for preparation, e.g. four point four (4.4) hours reduction for a 4.17 base unit appointment.

## **APPENDIX C**

Simon Fraser University  
Teaching Assistant Time Use Guideline



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

Course(s): \_\_\_\_\_

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

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

### Duties and Responsibilities

Average hrs/week

Total hrs/semester

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

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

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

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

\*\* Includes grading of all assignments, reports and examinations. \*\*\* Attendance at a TA/TM Day/Training

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Workload Review

Instructor:                      TA/TM:

Semester:      Course #:      Original hrs Assigned:

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

YES      NO

Signature of Instructor:

Date of Review

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

\_\_\_\_\_ “Signature of Authorized person in the  
Department”

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

## **APPENDIX D**

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

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The parties agree that the long serving language instructors listed below will become Continuing Language Instructors effective September 1, 1999 in the department within which they are currently employed.

Catherine Blancard (continuing 2 semester appointment)  
Ester Tejada (continuing 3 semester appointment)

The same terms and conditions of employment for these named individuals will be as specified for Continuing Language Instructors in the Collective Agreement in force from May 1, 1995 to April 30, 1998. In addition, the following provisions will apply to the individuals named in this letter of agreement.

- a) To compensate for all statutory holidays which may occur in a semester the total workload required will be reduced by one point one (1.1) hours for each base unit assigned excluding the additional 0.17 base unit for preparation, e.g. four point four (4.4) hours reduction for a 4.17 base unit appointment.
- b) There are no hours of work associated with the additional 0.17 base units for preparation.
- c) Where a Continuing Language Instructor is required to use course specific software with which she has no previous experience or training, a reasonable amount of time (up to seven (7) hours) will be allocated for preparation related to learning to use the software.

Any future general salary increases provided for Teaching Assistants will be implemented on the same basis for these Continuing Language Instructors.

This agreement will lapse for any one of these individuals if she declines six (6) consecutive offers of appointment as a Continuing Language Instructor. An offer of an appointment of less than four (4) base units shall not constitute an offer of employment for the purpose of the six (6) consecutive offers of employment.

For the Union For the University

Date Date

## **APPENDIX E**

### Teaching Assistant Evaluation

This is the basic Evaluation Form. Departmental forms may contain other job related details and more or less commentary space, but the core elements of this form must be retained.

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1. You must review this Evaluation Form and Evaluative Criteria with your TA at the beginning of the semester (ref. Art. XVIII A).
2. Whenever reasonably possible, supervisors shall bring serious or continuing problems to the attention of the TA before citing in this Evaluation Form (ref. Art. XVIII I).
3. This form is to be completed by you at the conclusion of the semester. Your assessment of the TA's teaching abilities will become part of the TA's employment record. This feedback is intended to enhance teaching performance.

SECTION A: Teaching Assistant Information

Name \_\_\_\_\_ Department \_\_\_\_\_ Semester \_\_\_\_\_  
Course# \_\_\_\_\_

Course Title \_\_\_\_\_ Instructor \_\_\_\_\_ TA's 1st Appt. \_\_\_\_\_

SECTION B: EVALUATIVE CRITERIA

Using the evaluative criteria below, indicate whether the TA's performance:

- |  |   |
|--|---|
| 1 Meets Job Requirements- Good                                 | 2 Meets Job Requirements- Satisfactory                        |
| 3 Does not meet job requirements – Requires some improvement * | 4 Does not meet job requirements Requires major improvement * |
| 5 No opportunity to evaluate or criterion is not applicable.   |   |

\* Whenever reasonably possible, supervisors shall bring serious or continuing problems to the attention of the TA before citing in this Evaluation Form (ref. Art. XVIII I).

Preparation of Lab/Tutorial Material

Meets Deadlines

Attendance at Planning/Coordinating Meetings

Maintains Office Hours

Attendance at Lectures

Grading Fair/Consistent

Performance in Lab/Tutorial

Quality of Feedback

Quiz Preparation/Assist in Exam Preparation

Instructional Content

Other Job Requirements \_\_\_\_\_

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**SECTION C: EVALUATION COMMENTARY**

Please comment on the TA's positive contributions to instruction (e.g. teaching methods, grading, ability to lead discussion) - or other noteworthy strengths

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Please comment on those duties which you noted as not meeting job requirements and suggest ways in which the TA's performance could be improved:

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**SECTION D: SUMMARY/OVERALL EVALUATION**

Meets Job Requirements      Does Not Meet Requirements

Would you recommend this TA for reappointment?      Yes

If No, explain briefly

---

---

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---

---

Instructor's Signature

Year/Month/Day

**SECTION E: TEACHING ASSISTANT'S COMMENTS**



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## APPENDIX F

Simon Fraser University  
Tutor Marker Time Use Guideline

Name: \_\_\_\_\_ Course Supervisor\*: \_\_\_\_\_  
Course(s): \_\_\_\_\_ Semester: \_\_\_\_\_  
New Required Software: \_\_\_\_\_  
Base Units Assigned: \_\_\_\_\_ x 42 = Maximum Hours: \_\_\_\_\_

Tutor Markers and Course Supervisors should familiarize themselves with the general working conditions set out in Article XV C, assignment and compensation in Article XV D, and workload review mechanisms in Article XV E. 3. and Tutor Marker total workload for the semester should approach but not exceed the maximum hours over the term of the semester (normally 17 weeks). The following summary is an approximation of the length of time expected to be devoted to the major activities. There may be shifts between activities, but the total hours required over the semester cannot exceed the maximum hours set out above. This Time Use Guideline may need to be revised in the event of substantial enrolment changes normally confirmed at the end of Week Three (3).

Duties and Responsibilities	Average hrs/week	Total hrs/semester
10. Preparation for Distance Education Course (Article XV C.2)		
11. Attendance at		
13.		
14.		
15.		

16. Statutory Holiday Compensation –

To compensate for all statutory holidays which may occur in a semester, the total workload will be reduced by one point one (1.1) hours for each base unit assigned excluding the additional 0.17 B.U. for preparation, e.g. four point four (4.4) hours reduction for a 4.17 B.U. appointment.

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

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

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

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\*\* Includes marking of all assignments reports and examinations \*\*\* Attendance at TM Orientation and TA/TM Day/Training  
TUG Con't – page 2  
Workload Review

Instructor:                      TA/TM:

Semester:      Course #:      Original hrs Assigned:

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

YES      NO

Signature of Instructor:                      Date of Review

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

\_\_\_\_\_ “Signature of Authorized person in the Department”

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



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## **APPENDIX G**

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

DECEMBER 16, 1993

RE: MSP Premiums

The parties agree that in order to facilitate the administration of MSP premiums for bargaining unit members holding Teaching Assistant co-op marker appointments without another simultaneous bargaining unit appointment, the following measures shall be established:

The University agrees to pay an amount equal to half the MSP premium for one half month plus an amount equal to half the extended health benefit premium to employees holding only a Teaching Assistant co-op marker appointment in any semester. These amounts will be calculated by the University by averaging single coverage, couple coverage, and family coverage premiums. The University also agrees to deduct Union dues for that same pay period.

For the Union For the University

Date Date

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## **APPENDIX H**

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

The parties agree without prejudice or precedent to the following compensation and adjustments to compensation for any Tutor Marker who is appointed to Education 485:

- 1) The compensation for Education 485 will be 6.17 base units (including the 2.17 preparation base unit) for exactly 20 students based on enrollment at the end of the third (3rd) week of classes. The compensation will be increased by one quarter (1/4) base unit for each student above (20) and will be decreased by one quarter (1/4) base unit for each of the twenty (20) spaces not filled by a student.
- 2) The assigned base units in the initial contract of employment will be based on enrollment at the end of the registration release period. If the enrollment changes by the end of the third (3rd) week of classes, pay for the entire semester will be adjusted up or down in accordance with 1) above.

This Letter of Agreement shall remain in effect until the end of a semester in which either party serves notice to the other party to terminate this agreement. Notice of termination must be provided in writing to the other party by no later than six (6) weeks prior to the end of the semester. The compensation for appointments to Education 485 for the next and subsequent semesters following termination of this Letter of Agreement will be based on the applicable provisions in Article XV and Article XXVII, unless the parties reach a further agreement.

For the Union For the University

Date    Date

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## **APPENDIX I**

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

Re: Payroll Deductions

The parties agree that TSSU employees who are also students during the semester of their TSSU appointment can have their tuition deducted from their salary, without late fees or other penalties for so doing.

Where an employee receives other funds from the University, these funds will be used first as payment towards any tuition owing and the remainder of any tuition owing may then be deducted from the employee's salary.

Employees who wish to have their tuition deducted from their salary shall complete the enrolment form on the SFU Payroll website. Employees must include in this form the dollar amount that they wish to have deducted from each payroll deposit. In order to avoid incurring late fees, employees are responsible for ensuring that they make payments through payroll deduction every pay period, and have their tuition paid in full by the final payroll deposit of the semester. Employees will be subject to late fee penalties at the current University late fee rate on any outstanding balance in their student accounts at the end of the semester, for the period(s) for which they did not make any payments through payroll deduction.

For the Union For the University

Date Date

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## APPENDIX J

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

The parties agree that the following special provisions regarding preparation time will apply to the Open Lab/Workshops in the Department of Mathematics, effective September 1, 2005.

1. It is assumed that a Teaching Assistant in an Open Lab/Workshop will receive a total of 1.17 base units for initial and ongoing preparation for her/his first encounter with the total course content over one (1) or more semesters of appointment, with the exception of the Applied Calculus and Algebra workshop in Surrey, for which the total preparation base unit will be 1.27.

2. Each course in a given Open Lab/Workshop will be assigned a portion of the total preparation time based on the difficulty of course content. The total amount of preparation time per Open Lab/Workshop will total one (1) base unit, with the exception of the Applied Calculus and Algebra workshop in Surrey, which will total 1.10 base units. This does not include the unworked 0.17 base units associated with preparation for Open Lab/Workshops. See the following listings:

Workshop Location

Courses

Base Units

Calculus Workshop (Bby)

CW

Math 150/151

Math 152

Math 251

0.30 0.30

0.40

Algebra Workshop (Bby)

AW

Math 100

Math 190

Macm 201

Math 232

0.00 0.30 0.35

0.35

Applied Calculus Workshop

(Bby)

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ACW

Math 154

Math 155

Math 157

Math 158

0.25 0.25 0.25

0.25

Pure Calculus Workshop

(Surrey)

PCW

Math 150/151

Math 152

Math 251

0.30 0.30

0.40

Applied Calculus and Algebra Workshop (Surrey) ACAW

Math 154

Math 155

Math 157

Math 232

0.00 0.35 0.30

0.35

Introductory Mathematics Workshop (Surrey) IMW

Math 100

Math 130

Math 190

Macm 201

0.00 0.35 0.30

0.35

3. The unworked 0.17 base units associated with preparation will be assigned to a Teaching Assistant during her/his first appointment to an Open Lab/Workshop.

4. Subsequent appointments to the same Open Lab/Workshop will be assigned a total of 0.3 base units for initial and ongoing preparation for repeat courses, 0.05 base units of which is unworked.

5. If the courses or course content in an Open Lab/Workshop change, the parties will revisit and revise this Letter of Agreement at least six (6) weeks in advance of the implementation of those changes.

Otherwise, this agreement remains in full force and effect for the term of the current and subsequent collective agreements until such time as it is raised by either party in collective bargaining.

6. This agreement is without prejudice or precedent.

For the Union For the University

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## APPENDIX K

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

The parties agree that the following special provisions regarding preparation time will apply to the Statistics Workshop in the Department of Statistics and Actuarial Science.

1. A TA who is assigned duties in the Statistics Workshop for the first time will receive 0.9 base units for preparation time. There is no work associated with 0.17 of this 0.9 base units.
2. In the second semester a TA is assigned to the Statistics Workshop, the TA will receive 0.57 base units of preparation time of which 0.05 is associated with no work.
3. For all subsequent appointments in the Statistics Workshop, the TA will receive 0.3 base units preparation with no work associated with 0.05 base units.
4. This letter will remain in full force and effect from the 200203 semester onward including subsequent collective agreements until such time as it is raised by either party in collective bargaining.
5. This Letter of Agreement is without prejudice or precedent.

For the Union For the University

Date Date

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## Appendix L

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

The parties agree that without prejudice or precedent, employee hours of work for Employment Insurance purposes only shall be based on the following:

1. each base unit of pay for Teaching Assistants and Tutor/Markers shall be deemed to be compensation for 42 hours of work and, therefore, the hourly rate of pay shall be deemed to be \$22.24 including vacation pay;
2. each contract hour of pay for Sessional Instructors shall be deemed to be compensation for 47 hours of work, and therefore, the hourly rate of pay shall be deemed to be \$29.19 including vacation pay;
3. Distance Education Course Supervisors shall be deemed to have the same hourly rate of pay as Sessional Instructors and, therefore, Course Supervisor responsibilities shall be deemed to entail 37.10 hours of work over a semester;
4. each base unit of pay for Language Instructors shall be deemed to be compensation for 42 hours of work.

The rates of pay, noted in paragraphs (1) and (2) above, are based upon the salary in effect at the date of signing and will be recalculated to reflect any negotiated salary increases.

Either party may terminate this agreement upon one full semester's notice to the other party. This notice must be served in writing to the other party no later than the first day of classes in the last semester in which this agreement will have effect.

For the Union For the University

Date    Date

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## Appendix M

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

At the end of each fiscal year, the University shall provide the Union with a statement including the following information:

- The amount of the Teaching Assistant base budget
- The amount of the Sessional Instructor base budget
- The amount of the tutor Marker base budget
- The total number of tutorials offered each semester, by Department
- The total number of tutorials over eighteen (18), by Department
- The average size of the tutorials by Department

For the Union For the University

Date Date



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## Appendix N

### LETTER OF AGREEMENT

Between

THE TEACHING SUPPORT STAFF UNION (the “Union”)

And

SIMON FRASER UNIVERSITY (the “University”)

RE: W Courses

The University is in the process of introducing writing intensive (W) courses designed to foster undergraduate students’ acquisition of lifelong abilities in communication, critical thinking and writing. The implementation of these courses, among others, is being facilitated by the Undergraduate Curriculum Implementation Task Force (UCITF). It is recognized that TSSU members that have been appointed to a W course need specialized training to ensure that they have the skills necessary to effectively and efficiently carry out their duties involved with that W course.

The specific mechanism and implementation for such courses has not been finalized and various models are under consideration. Pending a final determination in this regard, for the term of the collective agreement, the Union and the University agree to the following:

1. All courses which have been designated as a W course will be identified as such in the job posting.
2. Any TA or TM training which is required for W courses will be paid through the existing base unit pay scale. Mandatory training may be taken prior to or concurrently with the course. Such mandatory training will not be considered a necessary prequalification to receive a W appointment.
3. Course supervision and evaluation of Teaching Assistants and Tutor Markers for all W courses will be the sole responsibility of the Course Supervisor.
4. Course Supervisors will ensure that for all W courses, course assignments, marking criteria and examinations will comply with Time Use Guidelines.
5. Course Supervisors will be required to conduct an automatic workload review of all W courses by the end of week five (5).
6. In recognition that the consultation and marking time required for W courses is typically higher than for non-W courses, the UCITF, as part of the initial implementation of W courses, recommended that, where applicable, the student-TA ratio be reduced by as much as one-third and that funding be allocated to implement this recommendation. In practice departments use a variety of methods to manage TA workloads. Whatever methods departments use, they shall ensure that TA workloads do not exceed the Base Units assigned and that the workload of a W course appointment remains comparable to that of a non-W course appointment.
7. It is anticipated by the UCITF that the development and delivery of W courses will be done by faculty. However, if a Sessional Instructor is appointed to a W course, then she/he will be compensated at least an additional half contact hour (0.5) over the minimum compensation levels set in Article XIV.D, for the first time that the Sessional Instructor teaches a W course. Where an existing course is changed to a W course, with no resulting change in the pedagogy or the method of instruction,

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additional preparation will not be paid. The additional half contact hour (0.5) compensation is in recognition that the initial workload for instructors of W courses will typically be higher than for instructors of non-W courses. Additionally departments offering W courses shall ensure that the workload of the Sessional

Instructor is not excessive and that the compensation paid to the Sessional Instructor shall reflect any approved additional work done.

8. Any Sessional Instructor training which is required for W courses will be paid at an hourly wage rate equivalent to that of a GTA 2 salary and scholarship.

9. The University will advise the Union of changes to the undergraduate core curriculum in a timely manner and will provide the Union with semesterly updates from the UCITF regarding W course workloads at Labour/Management meetings.

Any other issue that may arise involving the implementation of W courses may be directed to the Labour-Management Committee for resolution.

For the Union For the University

Date Date

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DRAFT

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## APPENDIX O

LETTER OF AGREEMENT  
BETWEEN  
TEACHING SUPPORT STAFF UNION  
AND  
SIMON FRASER UNIVERSITY  
Re: Intellectual Property Rights

The University agrees the SFU Intellectual Property Policy R 30.03 as of July 22, 2004 applies to all “University Members” and as such it applies to all members of the TSSU. Further, the University agrees that the provisions of section 5.2 and 5.3 of this Policy apply to members of the TSSU in the same capacity as faculty members, including but not limited to the delivery of educational materials in lectures, tutorials, labs, and seminars.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## Appendix P

### LETTER OF AGREEMENT

Between

Simon Fraser University  
(the “University”)

And

Teaching Support Staff Union  
(“TSSU”)

#### Re: ECONOMIC STABILITY DIVIDEND

##### Definitions

1. In this Letter of Agreement:

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

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

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

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

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

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

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

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

##### The Economic Stability Dividend

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

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3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

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

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/19 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
  - (i) February Budget – Forecast GDP for the upcoming calendar year;
  - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
  - (iii) November – Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
  - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

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

### **Availability of the Economic Stability Dividend**

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## **Common Clauses**

TSSU Collective Agreement/English Language and Culture/Interpretation and Translation Program  
Instructors Agreement

Article I:

Management Rights

Article II:

Union Recognition

Article III:

Stewards

Article IV:

Dues and Union Membership or Non-  
Membership

Article V:

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Union Representation

Article VI:

Union Facilities

Article VII:

Union Information

Article VIII:

Withdrawal of Services During Term of Agreement A,B,C,F,G

Article IX:

No Discrimination and No Harassment

Article X:

Grievance Procedure

Article XI:

Arbitration

Article XII:

Academic Decisions

Article XVIII:

Employment Evaluation

Article XIX:

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Article XX:

Work Space and Facilities

Article XXI:

Safety and Health

Article XXII:

Labour-Management Committee

Article XXIII:

Technological Change

Article XXV:

Benefits and Leave

Article XXVI:

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Contracting Out

Article XXVIII:

Childcare

Article XXIX:

Term of Agreement

Article XXX:

Definitions

Article XXXI:

Singular and Plural

DRAFT

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Common Clauses

TSSU Collective Agreement/English Language and Culture/Interpretation and Translation  
Program Instructors Agreement

Article I:	Management Rights
Article II:	Union Recognition
Article III:	Stewards
Article IV:	Dues and Union Membership or Non- Membership
Article V:	Union Representation
Article VI:	Union Facilities
Article VII:	Union Information
Article VIII:	Withdrawal of Services During Term of Agreement A,B,C,F,G
Article IX:	No Discrimination and No Harassment
Article X:	Grievance Procedure
Article XI:	Arbitration
Article XII:	Academic Decisions
Article XVIII:	Employment Evaluation
Article XIX:	Employment File
Article XX:	Work Space and Facilities
Article XXI:	Safety and Health
Article XXII:	Labour-Management Committee
Article XXIII:	Technological Change
Article XXV:	Benefits and Leave
Article XXVI:	Contracting Out
Article XXVIII:	Childcare
Article XXIX:	Term of Agreement
Article XXX:	Definitions
Article XXXI:	Singular and Plural
<u>Appendix O:</u>	<u>Intellectual Property Rights</u>
<u>Appendix P:</u>	<u>Economic Stability Dividend</u>

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## **INSTRUCTORS**

### **ENGLISH LANGUAGE AND CULTURE/INTERPRETATION AND TRANSLATION PROGRAM**

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#### **L Article I: Job Opportunities**

A. The University shall fill vacant continuing positions in the ELC/ITP program with part-time continuing, laid off and/or temporary employees, prior to hiring new employees.

B. Consideration for continuing positions in the ELC/ITP program shall be based equally on ability, qualifications and seniority.

C. The University shall fill vacant continuing positions in the ELC/ITP program with applicants, giving primary consideration to the ability and qualifications of those applicants. If after such consideration two or more applicants for a position are considered to have equal ability and qualifications, the one with the most seniority shall receive the position.

D. In the assignment of the instructional contact hours for a particular term, the University will ensure, as far as possible, that the maximum number of hours available and requested by each employee is assigned on the basis of seniority. The process of determining seniority based instructor assignments to courses may be varied by mutual agreement between the University and the Union.

#### **L Article II: Job Postings**

A. Vacancies for all continuing positions in the ELC/ITP program will be posted in prominent places in the department, such as the ELC/ITP bulletin board, as well as the central website used for other TSSU

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postings. The posting will be for at least ten (10) working days prior to hiring. A copy of the posting will be sent to the Union Office.

B. This posting will include the specific job title, outline of the job duties, the salary range and a list of the minimum qualifications and recommended qualification that will be used to determine whom to hire. In addition, a statement will be included to advise applicants that the University is committed to the principle of equity in employment.

C. A copy of all job postings will be sent to those employees on the laid off list.

D. Vacancies for temporary positions longer than twelve (12) weeks will be posted. Where a temporary vacancy under twelve (12) weeks has been filled, the Union will be provided notification of the employee hired and the length and terms of the temporary appointment, no later than seven (7) working days after the temporary employee has accepted the position.

E. An applicant who has been unsuccessful in obtaining a continuing position may request reasons why she/he was unsuccessful. Upon receipt of such a written request, within fourteen (14) calendar days, the Department will provide a brief explanation why the applicant was unsuccessful. This time limit may be extended by mutual written agreement of the parties.

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

### **A. Definitions**

1. An ELC/ITP Instructor is a bargaining unit employee appointed to teach non-credit courses in the English Language and Culture / Interpretation and Translation Program.

2. The University hires ELC/ITP Instructors in the following categories: continuing full-time, continuing part-time or temporary:

a. A continuing full-time instructor shall mean an employee hired with no predetermined termination date who works a minimum of 35 hours per week and at least 42 weeks per year.

b. A continuing part-time instructor shall mean an employee hired with no predetermined termination date who works less than 35 hours per week and at least 42 weeks per year.

c. A temporary instructor shall mean an employee who has been appointed other than as noted above, hired with a predetermined termination date.

The Department will use all reasonable efforts to first maximize the number of continuing full-time instructor positions and then continuing part-time instructor positions.

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

### **L Article IV: Qualifications**

A. All ELC/ITP instructors hired prior to the ratification of this collective agreement are deemed to have qualifications and experience that are equivalent to or that exceed the minimum requirements.

B. Minimum qualifications for ELC instructors are:

1. A graduate degree or within one year of completion of a graduate degree;

2. Knowledge of the language to be taught which is equivalent to that of a native speaker; and

3. Suitable experience or training in methods and techniques of instruction.

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C. Minimum qualifications for bilingual ITP instructors are:

1. A graduate degree or undergraduate degree with at least five (5) years of related experience in translation and/or interpretation;
2. Knowledge of English and the foreign language to be taught which is equivalent to that of a native speaker of both languages; and
3. Suitable experience or training in methods and techniques of instruction.

D. Prior to any change in the minimum qualifications for any instructional position in the ELC/ITP Program, the department will inform the Union specifying the proposed change and the reason for the change. Within ten (10) working days of such notification the Union may request to meet and discuss the proposed change. The purpose of the meeting is to hold constructive dialogue and reach a mutual agreement regarding the proposed change. No party will unreasonably withhold agreement to proposed changes.

L Article V: Term of Assignment and Workload A. Definition of terms:

1. Contact hours: instructional hours scheduled by the University. A maximum of fifteen (15) contact hours per work week (see 3 below) may be scheduled.
2. Non-contact hours: work hours not scheduled by the University, that constitute the balance of the standard full-time work week (see 3 below).
3. The standard full-time work week consists of a five day (5) work week and has a maximum duty period of thirtyfive (35) hours per week. In no event shall a duty week require more than a maximum of fifteen (15) contact hours scheduled by the University.

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

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

6. Assignments and workloads for part-time and temporary instructors will be established by prorating the standard full-time week outlined in Article (A.3).

7. Overtime:

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

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

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

8. Special assignments such as the development of new courses, programs and modes of delivery, and/or substitution for another instructor, shall be part of the scheduled workload in lieu of contact hours by mutual agreement between the instructor and the Director.

## **L Article VI: Orientation and Training**

A. All new employees will receive an orientation and orientation manual which highlights the operation of the ELC/ITP Program. Attendance at such an orientation will be without loss of pay. The department will endeavour to schedule the orientation as soon as possible with the commencement of the new employee's work assignment.

B. The University agrees that as a part of the new employee orientation, a Union representative will be



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allowed approximately one (1) hour to meet with the new employee(s) to explain the function of the Union.

## **L Article VII: Probationary Period**

A. All employees will serve a probationary period to enable the University to determine whether or not the employee is able to meet the requirements of the position. The probationary period for new employees will commence from the date of hire and will be for the total period of four (4) months of active employment. Absences during the probationary period will not be considered to be active employment for the purpose of the probationary period.

B. Instructors who are assessed as unsuitable during probation may be released from employment with forty-eight (48) hours notice and her/his name will be removed from the seniority list.

## **L Article VIII: Seniority**

A. All bargaining unit instructors working in the ELC/ITP program at the time of ratification shall be placed on the seniority list according to their original date of hire into the ELC/ITP Program, its predecessors or any affiliates.

B. Any instructor hired to a continuing position shall be added to the bottom of the seniority list according to their date of hire. C. Instructors shall accrue seniority at the same rate.

D. Temporary instructors will be placed on the seniority list after completing a total of nine (9) weeks employment in the ELC/ITP program. Their seniority date shall be the start of their first appointment and shall be adjusted to reflect the time elapsed between appointments.

E. If two instructors are hired on the same day, the names of the two instructors will be placed in a hat and the first name selected will be deemed to have the greatest seniority.

F. A temporary instructor who becomes continuing shall maintain their seniority date.

G. An ELC/ITP instructor's absence from work due to illness, accident, the entire period of a maternity and/or parental leave, the first six months of an approved leave of absence, unjust discharge, layoff, compulsory military service, vacation, or temporary assignment out of the bargaining unit shall be deemed as continuous service for the purposes of calculating seniority.

H. When an ELC/ITP instructor is on a continuous approved leave of absence that goes longer than six months, their seniority date will be adjusted to reflect the period of absence beyond the initial six months.

I. A current seniority list for January 15 and July 15 of each year shall be sent to the Union within fifteen (15) days of those dates.

J. ELC/ITP Instructors will be removed from the seniority list if they:

1. are released from employment during their probationary period;
2. voluntarily resign, except that seniority shall be restored if within ninety (90) days the ELC/ITP instructor is rehired to a continuing position by the University;
3. are terminated for just cause, unless the ELC/ITP instructor is subsequently reinstated through the Grievance Procedure;
4. are laid off for over twenty-four (24) months;
5. fail to return to work following an approved leave of absence.

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K. In addition to the above article, Temporary ELC/ITP instructors will be removed from the seniority list if they are not rehired within six (6) months of the end date of their most recent contract.

L. Relative seniority will be used when filling vacant continuing positions, layoff and recall order and priority order for granting of vacation and leave of absence time when the department cannot accommodate requests for the same time off from multiple instructors. Relative seniority will be a factor in the determination of course and schedule assignments along with operational requirements.

M. Relative seniority will not be used to determine any salary step increases. Eligibility for annual step increases will be governed by L Article XII B.

## **L Article IX: Layoff and Recall**

### **A. Definitions**

1. A recall is defined as the return of an employee from the laid off list to employment with the department.

### **B. Employees to Be Laid Off**

The determination of which employee(s) are to be laid off will be made on the basis of the inverse order of seniority and with respect to the necessary qualifications as specified in the article entitled “Qualifications”.

### **C. Notice of Layoff**

In the event of a lay off the University will notify the Union and any affected employee(s) in writing two (2) weeks prior to the effective date of the layoff. Upon receipt of the notice of layoff, the Union may request to meet to discuss the actions being considered, the reasons for the actions, alternatives if any, and the impact on employee(s). Any notice or pay in lieu of notice shall comply with the provisions provided in the Employment Standards Act.

### **D. Maintenance of Laid Off List**

A laid off list will be established and the laid off instructor’s name will be placed on the list effective the last day of employment and will be kept on the list until the employee is recalled to a continuing position or for a period of two (2) years, whichever is shorter. It is the responsibility of the employee on the laid off list to keep the University informed of her/his current contact information.

### **E. Notice of Recall**

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

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

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

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## **L Article X: Disciplinary Action, Suspension, Termination and Resignation**

### **A. Definitions**

1. Termination: An involuntary ending of employment.
2. Resignation: A voluntary ending of employment

### **B. Satisfactory Evidence**

1. In all cases of discipline including termination, the University must provide satisfactory evidence of just cause.

### **C. Personnel File**

1. On the request of an employee any written disciplinary or adverse reports shall be removed from the employee's file and destroyed provided that twenty-four (24) months have elapsed since the issuance of the report and no other adverse reports have been received;
2. The University shall inform an employee in writing of any written reports which express dissatisfaction with the employees work performance or work related conduct. Such notification including a copy of said reports will be delivered to the employee no later than ten (10) working days after generation by the University. If this procedure is not followed, the report shall not become part of the employees employment file. Any employee so affected shall be given the opportunity to reply in writing and shall have recourse through the grievance procedure. If successfully grieved, said reports and all associated documentation shall be removed from the employment file and destroyed.

### **D. Progressive Discipline**

1. The value of progressive discipline with the aim of being corrective in application is recognized by both parties;
2. Except in the cases of gross misconduct, discharge for just cause will be preceded in a progressive manner by some or all of the following: counseling, oral warning, written warning, and suspension, all of which will be documented;
3. All documents with respect to the discipline of an employee will be copied to the Union.

### **E. Suspension**

1. Suspension is a form of employee discipline and may be imposed for misconduct. Written notice will be given to the employee with a copy to the Union. A suspension shall not exceed five (5) days, and any employee suspended shall be returned to the position last held prior to the suspension.
2. No employee may be suspended except for a just and reasonable cause.

### **F. Termination**

1. An employee to be terminated for a just and reasonable cause shall receive, prior to the termination, a letter giving notification and reason (s) for the termination. A copy of the notice shall be sent to the Union no later than the date that the employee is to receive the termination notice.

### **G. Reinstatement**

1. If, as a result of the Grievance Procedure, it is found that an employee has been terminated for unjust cause, except as may be ordered by an arbitrator, that employee will be reinstated to her/his former position without loss of seniority, rank or benefits, and shall be compensated by the University for all wages lost retroactive to the date of termination.

### **H. Notice of Resignation**

1. If an employee resigns, notice will be given as far in advance as possible, but not less than ten (10) working days prior to the date of resignation. An employee who submits notice of resignation shall be entitled to retract this notice of resignation within three (3) working days from the date tendered.

### **I. Wages and Benefits on Resignation or Termination**

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1. In the case of resignation or termination, the employee will receive all vacation entitlements and salary due to the date of resignation or termination. All such entitlements will be paid within six (6) days of the last day of employment.

## **L Article XI: Time Off for Union Business**

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

B. Where attendance at a grievance meeting or an arbitration hearing conflicts with any scheduled contact hours arising from current employment in the ELC/ITP Program, the grievor(s) and their chosen Union Representative, or an alternative Union representative where their chosen Union representative is not available, shall be allowed to attend without the loss of pay.

## **L Article XII: Salaries and Annual Step Increase**

### **A. Salaries**

Effective May 1, 2010 with a 4.00% decrease due to the exclusion of vacation pay and a 0.00% increase as noted below.

### **ELC Instructor Pay Scale**

#### **Experience**

### **B. Annual Step Increase**

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

## **L Appendix “A”**

Letter of Agreement

Between

Simon Fraser University

And

The Teaching Support Staff

Re: ELC/ITP – Term of Employment

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The parties agree that with the implementation of new language in the collective agreement that provides for continuing status based upon an assignment of 42 weeks and with eligibility of Medical/Dental/Extended Health benefits with an appointment of at least 28 hours bi-weekly. It is of mutual interest to deal with the status of selected instructors who had previously received one year employment contracts and benefits but based on prior eligibility criteria.

The parties mutually agree that the five named individuals listed in the Addendum to this Letter of Agreement will remain eligible for benefits as long as they maintain status in the ELC/ITP program and have a term of employment of at least 36 weeks and 28 hours or more bi-weekly.

For the Union For the University

Date Date

## **L Appendix “B”**

Letter of Agreement  
Between  
Simon Fraser University  
And  
The Teaching Support Staff

Re: Professional Development, ELC/ITP Program

The University, the ELC/ITP Program and the Teaching Support Staff Union recognize the importance of an effective Professional Development program that will encourage employees to acquire work specific skills that will enable them to more effectively perform their jobs. In furtherance of this goal a sum of \$3,000 annually will be set aside for a Professional Development fund. These funds will be available for all instructors in the ELC/ITP program, upon the ratification and approval of the collective agreement by its principals. Funds not distributed shall be carried forward into the next year. The \$3,000 annual contribution to the fund will cease and be subject to negotiation upon the expiry of the collective agreement.

Representatives of the University and the Teaching Support Staff Union will meet after the ratification of the collective agreement to finalize the details and process for employees to access the Professional Development Fund.

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For the Union For the University

Date Date

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