

IN THE MATTER OF THE *LABOUR RELATIONS* CODE, RSBC 1996, c. 244

AND

IN THE MATTER OF AN ARBITRATION

BETWEEN:

SIMON FRASER UNIVERSITY

(the "Employer")

AND:

TEACHING SUPPORT STAFF UNION

(the "Union")

(Guard Me Grievance)


RECOMMENDATIONS OF MEDIATOR VINCE READY

FEBRUARY 11, 2015

On December 4, 2014 the parties to the above grievance asked me to act as a mediator in their dispute with the goal of identifying a resolution which focused on the parties' respective interests rather than on their respective legal positions.

After hearing the parties' opening submissions and meeting with them to develop a full understanding of their respective interests, I decided to make the following recommendations to the parties to assist them to achieve an interest based resolution of their dispute.

1. A Teaching Support Staff Union ("TSSU") member who is also a student at the University may be required by the University, as a condition of his/her enrolment as a student, to enroll in a third-party medical and hospital insurance plan ("Insurance Plan") because he/she is ineligible for MSP coverage. When this occurs, the University will reimburse the TSSU member an amount equal to the amount that he/she would have paid for MSP coverage if he/she had been eligible to obtain MSP coverage but always subject to a maximum period of reimbursement of four months from the start date of his/her employment. The University will process the reimbursement for the TSSU member at the end of the month during which his/her MSP coverage takes effect.
2. The University will make its best efforts to enroll a TSSU member who is ineligible for Medical Services Plan ("MSP") coverage when he/she starts his/her employment with the University in the TSSU MSP group plan at the earliest reasonable opportunity. For this purpose, the University will be entitled to the full and timely co-operation of the TSSU member in question including but not limited to: provision of all documentation required from time to time by MSP including a completed MSP application form, current student visa, and any renewed student visa upon expiry of the current.

3. A TSSU member who is covered by the Insurance Plan will notify the University's Human Resources Department of this fact at the following email address: [benefits@sfu.ca](mailto:benefits@sfu.ca). Within a reasonable time after the University has received this email and provided the TSSU member in question has taken the steps required under numbered paragraph 2 to obtain MSP coverage, the University will notify the Insurance Plan provider of the TSSU member's MSP coverage. At the same time, and by email whenever possible, the University will provide the TSSU member in question with proof of his/her MSP coverage and notice of the on-line link to the Insurance Plan provider's form or process for opting out of the Insurance Plan based on proof of MSP coverage.
4. The University will prepare a list of all TSSU members who have, to date, paid for coverage under the Insurance Plan known as Guard Me. The University will provide the TSSU with a copy of this list. The University will make a premium reimbursement payment to all TSSU members who are on the list calculated in conformity with the terms of numbered paragraph 1 above. In calculating this payment, the University may deduct the amount of any premium reimbursement which it has already made to the TSSU member in question under the provisions of article XXV, section 4.
5. To offset any incidental financial costs which may have been incurred by a student who is receiving a reimbursement under recommendation 4, the University will add \$15.00 to the amount of the reimbursement. SFU will pay  an additional \$50.00.
6. In the event both parties accept these recommendations they will advise their respective principals that this grievance has been resolved to their mutual satisfaction.

7. In an effort to avoid a lengthy and costly litigation, I recommend the University agree to pay TSSU \$600.00 within 30 days of acceptance of these recommendations.
8. Acceptance of these recommendations will constitute full and final settlement of the above grievance.
9. I shall retain the necessary jurisdiction as an expedited arbitrator to resolve any issues arising out of the implementation of these recommendations.

Dated at the City of Vancouver in the Province of British Columbia this 11<sup>th</sup> day of February, 2015.



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Vincent L. Ready

