

## **TSSU / SFU Collective Bargaining 2019-2020 Improvements Achieved as of Tentative Agreement**

This document lists improvements secured over the 2019-2020 bargaining round between TSSU and our employer, SFU. These improvements were secured during our regular bargaining sessions over ~13 months, but also, due to the COVID-19 pandemic, over an extraordinary accelerated bargaining process in late March 2020. Through the hard work of TSSU's Advocate, Chief Stewards, and Contract Committee, we were able to secure a tentative agreement on March 25, 2020 that includes all of the listed improvements. If not noted here, the language in the Collective Agreement likely features minimal changes, or will remain the same as it currently is written. **This is a tentative agreement, and still requires ratification by the TSSU general membership and the SFU Board of Governors.**

We also achieved several processes through which we can negotiate with SFU after the ratification of the agreement and before we bargain our next agreement. This means we can achieve more improvements once the dust settles from this crisis, but we will need to be organized and prepared to pressure the SFU Administration to achieve those gains.

### **Wages and "Service Improvements":**

- Under the current Public Sector Employee Council (PSEC) mandate, we secured 2% increases for 2019, 2020, and 2021. Retroactive wage increases for 2019 will be paid out to members. We also won the right to use some of these wage increases to instead fund other monetary improvements such as benefits, leave, etc, following ratification.
- 0.25% of total payroll to go towards paying TA/TM/SIs for training time, with Union input into the process via a joint working group.

### **Article 2 Preamble:**

- We moved to use inclusive language in the Collective Agreement; we replaced all gender binary language with gender neutral pronouns.

### **Article 3 Stewards:**

- We added two new rights to ensure members who take time off work to act as a Chief Steward for the union will not lose pay or seniority.

### **Article 4 Dues and Union Membership and Data:**

- We implemented a process to change from paper to electronic dues checkoff forms.
- Membership lists will now come to TSSU two weeks sooner (after the first payroll run of a semester), allowing us to contact members sooner to let them know their rights and benefits.
- We entrenched TSSU's right to crucial data about our members, such as contact info.
- We have a new right to data regarding ELC/ITP enrollment.

- We have secured a letter outlining that we will receive members' phone numbers and addresses electronically, rather than on paper, an important step for ensuring correct seniority and access to benefits.
- We negotiated a promise for SFU to include distance education info in membership lists.

#### **Article 6 Union Facilities:**

- We've secured our right to shared office space on other campuses into the CA via a letter.
- We made sure TSSU is not charged for installed AV in meeting rooms.

#### **Article 9 No Discrimination No Harassment:**

- We've updated the list of grounds for considering something to be discrimination or harassment including things like family status and gender identity.
- We broadened the definition of harassment to be more in line with Worksafe BC regulations.
- We reworded the grievance procedure to allow commencement at higher step if an alleged harasser is involved in grievance procedure (e.g. a department Chair, a Dean, etc.).
- We strengthened the language that requires the University to remove harassing individuals from work environments in certain situations.

#### **Article 10 Grievance Procedure:**

- We secured stronger wording on disclosure (the passing over of key information and documents from the University to TSSU) so that it cannot be delayed.
- We won language that allows discipline grievances to commence at a higher step, which allows a streamlined and expedited grievance process.
- We ensured the employer retracted a proposal that would have required members to attend grievance meetings with their bosses, which would have prevented members from coming forward.

#### **Article 11 Arbitration:**

- We won language to allow witnesses time off to attend arbitration without any loss of pay.
- We altered language to reflect the current practise single arbitrator, rather than an arbitration panel of three people, but the Union maintains the ability to request a panel.

#### **Article 12 Academic Decisions and Freedom:**

- We won language that broadens what academic decisions can be grieved.
- We secured a new right for employees who are in grad programs to have an uninterrupted 48 hours of time off around thesis defenses and qualifying exams without loss of pay.
- We secured language ensuring academic freedom protections for all TSSU members.

**Article 13 Teaching Assistants:**

- We secured the right to be able to grieve decisions made regarding new equivalencies, which are department specific compensation formulas that pay some TAs less for the same or similar work done by others.
- We won the right to meet with the employer to review old equivalencies, a process which will allow us to review especially unfair equivalencies in departments such as Geography as well as Sociology and Anthropology.
- We won compensation for one (1) base unit for additional preparation when a Teaching Assistant is assigned to a "Writing Intensive" ("W") course.

**Article 14 Sessional Instructors:**

- We forced the University to retract their proposals that would have eliminated the Sessional seniority system as well as the process by which they can earn a Limited Term Lecturer position in the Faculty Association. This secured our major improvements from last round and helps ensure improved job security for Sessionals.
- We improved the Sessional Reserve system by ensuring each appointment has an assigned Faculty Mentor, and that team-teaching is a built-in option to create more potential availability of positions for grad students without negatively impacting long-serving sessionals.

**Article TBD ELC/ITP Instructors:**

- We secured sick leave for all ELC/ITP Instructors, including temporary employees, once the Parties sort out how to pay for this from the future 2% wage increases.
- We improved the time employees remain on the seniority list from 6 months to 18 months, improving job security for temporary employees who would have been likely to lose their seniority due to the current outbreak.

**Article 18 Employment Evaluation:**

- We secured a side agreement that allows members to request that inappropriate or discriminatory comments from student assessment forms are removed. We also negotiated a process between the union and the University to establish a more concrete system around this issue.

**Article 20 Workspace and Facilities:**

- We have agreed to a process outside of bargaining with the employer to discuss securing internet waivers for members who must now work from home.

**Article 23 Technological Change:**

- We secured an immediate process where we will meet with the employer to come to an agreement around remote work where we will review necessary changes to compensation or conditions.

### ***Other Non-Article Based Improvements***

#### **Graduate Facilitators**

- For this group of our newly unionized members, we secured a process beyond this agreement that allows us to continue bargaining all non-monetary conditions, with the option to go to arbitration in Fall 2020 if we cannot come to an agreement.
- Graduate Facilitators now have access to all the same benefits as other TAs, TMs and Sessional Instructors, including: employer paid MSP, access to the Extended Health Benefits Plan, sick leave, compassionate leave, family care leave, maternity leave, etc.
- We won a right to ensure GFs being paid on timesheets would be returned to a salary system for their base pay, effective May 1, 2020 or as soon as reasonably possible. Overwork will still require recorded hours, and there will be further discussions during negotiations on this matter.
- We secured wage improvements for GFs that will bring them up to the same level as TAs and ensure they are included in our 2% wage improvements (including retro pay).

#### **Memorandum of Understandings**

- We secured the renewal of all existing Memorandum of Understandings (with the exception of one 2006 memo) to ensure those rights and protections remain in place.

#### **Early Bargaining**

- Given the extraordinary circumstances and the accelerated bargaining and settlement process, we secured the right to begin our next bargaining round 3 months earlier than the BC Labour Relations Code normally permits.

**MEMORANDUM OF AGREEMENT  
 BETWEEN  
 SIMON FRASER UNIVERSITY (the University)  
 AND  
 THE TEACHING SUPPORT STAFF UNION (the Union)**

1. The Parties agree to the following as a comprehensive settlement to Collective Bargaining around the employee groups covered by the June 13, 2019 TSSU certification. This proposal is conditional upon the approval by the Human Resources Committee of the Board of Governors and the TSSU’s ratification process.
2. As a result of extraordinary circumstances the Parties have agreed to expedite the conclusion of the collective bargaining process currently underway for this mandate only.
3. The Parties agree that any non-monetary item that is signed off to date, will be agreed to and become part of the new 3 year collective agreement, (2019-2022).
4. The Parties agree that, except otherwise agreed, all memorandums and letters are renewed, and all estoppel notices withdrawn.
5. The Parties agree to meet and hold productive consultation on other Union proposals outstanding as of March 20, 2020, during the life of the collective agreement.
6. Monetary Proposal:
  - a. Term of Agreement: 3 year agreement, May 1, 2019 to April 30, 2022
  - b. General Wage Increases of 6.0% over three years as follows:
 

May 1, 2019	2.0%
May 1, 2020	2.0%
May 1, 2021	2.0%
  - c. An additional 0.25% of total payroll shall be applied to Teaching Assistants, Tutor/Markers, and Sessional Instructors to align with the University's Student Experience Initiative that will provide student focused, specialized, and comprehensive training in order to improve the student experience. Training will include a focus on innovation and enhancing student interactions.

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For the Union

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For the University

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Date

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Date

## Addendum to Memorandum of Settlement

Further to the March \_\_\_\_\_ 2020 memorandum of settlement, the Parties agree to the following non-monetary items:

1. The Parties agree that the extraordinary circumstances leading to remote teaching in the Spring 2020 and Summer 2020 semesters may significantly impact the way work is performed. The Parties agree to meet as soon as reasonably possible to review the impacts on the Collective Agreement, including but not limited to compensation and conditions. Any resolution shall be without prejudice to outstanding grievances regarding compensation for teaching support staff for distance education.
2. Changes in legislation mean that the Collective Agreement may be non-compliant in several areas, including but not limited to, parental leave and vacation pay. The Parties agree that this settlement shall not prejudice any effort by the Union to enforce legislation, and the Parties agree to meet as soon as reasonably possible to alter any terms necessary to bring the Collective Agreement into compliance.
3. The Parties agree that the non-monetary terms and conditions of Article TBD Graduate Facilitators, which forms the First Collective Agreement for these workers, remain for bargaining. Should agreement on these terms and conditions not be reached by October 31, 2020, (or a later date if agreed to by both Parties), either party may refer the matter to the process of Section 55 of the BC Labour Relations Code, except that a strike or lockout under 55(6)(b)(iii) shall not be an available option for recommendation. Until the terms are resolved through this process, the status quo for non-monetary terms and conditions shall be maintained.
4. The Parties agree that bargaining for the next Collective Agreement may commence three (3) months earlier than the standard four (4) month prior to expiry for serving notice under the BC Labour Code 46(1).
5. The Parties agree that with respect to the general wage increases in the 2019-2022 Collective Agreement: the Union is free to negotiate all, or a portion, of the May 1, 2020 and May 1, 2021 General Wage Increase, for all or part of the bargaining unit, to instead fund different monetary increases, including but not limited to, benefit improvements, salary improvements, leave improvements, including the sick leave provision for ELC/ITP Instructors, etc for all or part of the bargaining unit. Such improvements shall be subject to the monetary envelope provided to the University. No General Wage Increase for any group will exceed 2% per mandate year.
6. The Parties agree that a joint Union and University working group will be formed and consulted on the operationalizing of provision of training pursuant to the settlement of the 2019-2022 Collective Agreement.

7. The Parties agree to the following alteration to the ELC/ITP Seniority Clause:  
*In addition to the above article, Temporary ELC/ITP instructors will be removed from the seniority list if they are not rehired within eighteen (18) ~~six (6)~~ months of the end date of their most recent contract.*
8. The Parties agree that the decision of the Director of the Learning and Instructional Development Centre with regards to an equivalency per Article 13 D. 4. c. shall be grievable by the Union. Following ratification, the Parties agree to exchange current lists of equivalencies and review all equivalencies older than 36 months at the time of ratification.
9. The Parties agree to the addition of point b. in Article 13 D. 3: one (1) base unit for additional preparation when a Teaching Assistant is assigned to a "Writing Intensive" ("W") course.
10. The Parties agree to add a second sentence to Article 13 F. 8. so that the paragraph reads: *Failure to give timely acceptance of an offer of appointment may result in loss of priority for that semester. Individuals who have lost their priority for these reasons may exercise their priority should they apply when new work becomes available, as described in Article 16.*
11. The Parties agree that effective May 1, 2020, or as soon as reasonably possible, any Graduate Facilitators (GFs) currently being paid by timesheets will receive a salary for each semester. This salary amount will be based on a reasonable estimate of the minimum work the Department can guarantee. The Parties acknowledge that the actual workload may exceed this amount, additional hours will be recorded and paid on an hourly basis, with prior authorization obtained from the Head of the Department. This matter may be further discussed during the negotiations on the non-monetary items for Graduate Facilitators.
12. The Parties agree that Article 25 Benefits and Leave TA/TM Professional Development and Teaching Orientation (excluding M. TA/TM: Professional Development and Teaching Orientation), shall apply to GFs in the same manner it applies to TAs.
13. The Parties agree that General Wage Increases in the memorandum apply to GFs, and that the matter of a scholarship component of pay for GFs shall be reviewed following ratification.
14. The Parties agree to add Article 14 E. 3. d: Each appointment to a Reserve Sessional Instructor position shall include assignment of a mentor Faculty Member who shall be responsible for providing guidance, mentorship, training and support to the Sessional Instructor.

- 15. The Parties agree to add Article 14 E. 3. e: Where a Reserve Sessional Instructor course section is to be team-taught by two (2) or more eligible Graduate Students or Postdoctoral fellows, that course section shall count as a single position for the purposes of the count in Article 14 E. 3. a & b above.
  
- 16. Notwithstanding Article 18 Employment Evaluation clause F., should an employee raise an issue regarding inappropriate or discriminatory comments on their student assessment forms to either the Union or Labour Relations, on behalf of the University, Labour Relations shall contact the department and make all reasonable efforts to remove or redact such comments from the evaluation forms. The Parties agree to continue discussion on a more concrete system following this round of bargaining.
  
- 17. The Parties agree that Article 10 Grievance Procedure, Article 12 Academic Decisions, Requirements, and Freedom, and Article 17 Conditional Upon Enrollment, are agreed as exchanged between the Parties on March 23, 2020 and Article 9 No Discrimination No Harassment is agreed as the University's last position on Feb 13, 2020.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Derek Sahota &lt;dereks@tssu.ca&gt;

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## Sick leave negotiation agreement

2 messages

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**Derek Sahota** <dereks@tssu.ca>  
To: Chris Hatty <hatty@sfu.ca>

Wed, Mar 25, 2020 at 5:14 PM

Dear Chris,

This is to confirm our agreement regarding ELC/ITP sick leave

Following ratification, we agree to prioritize negotiation of an alteration of the sick leave plan for ELC/ITP instructors to include at least twelve (12) sick days for all ELC/ITP instructors, subject to the conditions of point 5 of the addendum to our March 25, 2020 agreement to settle collective bargaining, to be implemented as soon as possible following the current pandemic. The University shall not unreasonably withhold agreement to such a sick leave improvement.

Thanks,

**Derek Sahota (he/him)**

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For The  
Teaching Support Staff Union  
email: [dereks@tssu.ca](mailto:dereks@tssu.ca)  
phone 778.782.4695  
AQ 5130, SFU Burnaby Campus

*TSSU's offices and SFU's three campuses are on the Unceded Territories of the xʷməθkʷəy̓əm (Musqueam),  
Səlilwətaʔ/Selilwitulh (Tsleil-Waututh), kʷikʷəʔəm (Kwitwetlem), and Skwxwú7mesh (Squamish) peoples.*

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**Chris Hatty** <hatty@sfu.ca>  
To: Derek Sahota <dereks@tssu.ca>

Wed, Mar 25, 2020 at 5:23 PM

Confirmed, and thanks

Chris

[Quoted text hidden]

Presented by TSSU on May 8<sup>th</sup> 2019 at 9:40 (am/pm).

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.

In 2019, the parties to this Agreement agreed to replace all language indicative of a gender binary, such as her/his, with the gender neutral pronouns (e.g. they/their/them) or nouns (e.g. the employee). The parties' mutual intention is to ensure the Collective Agreement is inclusive of all employees and such changes have no interpretative effect.

*The parties hereby agree to remove all gender binary pronouns and to replace them with gender neutral pronouns (e.g. they/their/them) or nouns (e.g. the employee) during the course of this round of Collective Bargaining. The parties' mutual intention is to ensure the Collective Agreement is inclusive of all employees and such changes have no interpretative effect.*



For the Union



For the University

May 14, 2019

Date

MAY 14, 2019

Date

Presented by TSSU on Jan 28, 2020 at 10:10 am/pm.

<p>Article III: <u>Stewards</u></p> <p>A. Contract administration will be handled whenever <u>reasonably possible</u> at times other than when a Steward should be carrying out <u>their her/his</u> assigned responsibilities.</p>	
<p>B. <u>When contract administration is scheduled during a Steward's assigned responsibilities, their pay shall not be reduced. A Steward for purposes of this Article, except as otherwise noted, shall refer to the TSSU Chief Stewards and Shop Stewards.</u></p>	
<p>C. <u>When a Chief Steward is on the seniority list, seniority shall continue to accrue as follows:</u></p> <ul style="list-style-type: none"><li>i. <u>For ELC/ITP Instructors, each term served as a Chief Steward will be counted as continuous service for purposes of calculating seniority;</u></li><li>ii. <u>A Sessional Instructor holding seniority on the date of appointment to the position of Chief Steward shall receive one (1) seniority credit per semester to a maximum of two (2) seniority credits per year for up to two (2) years. Seniority credits will not count toward LTL conversion.</u></li></ul>	



For the Union



For the University

Jan 28, 2020

Date

JAN. 28, 2020

Date

Presented by TSSU on Signed at \_\_\_\_\_ am/pm.

**Note: Article 4 clauses A,B,M were previously agreed on May 8, 2019 and that agreement is replicated below. Items C,E,F,G,H,I are current language.**

<p>Article 4: <u>Dues and Union Membership or Non-Membership and Data</u></p>	
<p>A. <del>Although it is not a condition of employment,</del> 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 <u>an electronic</u> <del>a written</del> 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. <u>An electronic</u> 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.</p>	<p>housekeeping</p>
<p>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 <del>the social insurance number</del>, the employee identity number, department, category of employment, amount of earnings, amount of dues deducted and the cumulative dues deducted for that year.</p>	<p>housekeeping</p>
<p>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.</p>	
<p>D. The University shall provide the Union with a current list of bargaining unit employees with the employee identity number, department, <u>SFU email address</u>, and employment category of each. Such lists will be generated from information contained in the <del>second</del>-<u>first</u> 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.</p>	<p>housekeeping</p>
<p>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.</p>	

Presented by TSSU on \_\_\_\_\_ at \_\_\_\_\_ am/pm.

<p>Copies of revised appointment forms will also be forwarded to the Union.</p>	
<p>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.</p>	
<p>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.</p>	
<p>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.</p>	
<p>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 7 VII A).</p>	
<p>J. <u>At the end of each fiscal year, the University shall provide the Union with a statement including the following information:</u></p> <ul style="list-style-type: none"> <li>• <u>The amount of the base budget for each employment classification in the bargaining unit;</u></li> <li>• <u>The total number of tutorials offered each semester, by Department</u></li> <li>• <u>The total number of tutorials with enrollment over eighteen (18), by Department</u></li> <li>• <u>The average size of the tutorials by Department</u></li> </ul>	<p>Housekeeping, currently provided under Appendix M with the understanding that "base budget" includes last year's actuals</p>
<p>K. <u>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.</u></p>	<p>Housekeeping was in Article XIII E.4.</p>
<p>L. <u>Following the end of the semester, the University shall provide the TSSU with an electronic copy of the list of TSSU members appointed to teach in the previous semester, the course(s) and section(s) to which they were assigned, and the enrollment.</u></p>	

Presented by TSSU on \_\_\_\_\_ at \_\_\_\_\_ am/pm.

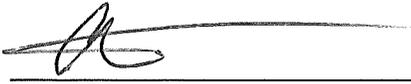
<u>M. The University will supply the TSSU with the enrollment data for all classes in ELC/ITP, by the end of Week 3 of each term.</u>	
N. The Union shall indemnify and save the University harmless from all and any claims which may be made against it by an employee or employees for amounts deducted from pay as provided for in this Article.	Current language at J. Was missing from Employer proposal

  
\_\_\_\_\_

For the Union

Feb 19, 2020

Date

  
\_\_\_\_\_

For the University

19 FEB. 2020

Date

LETTER OF AGREEMENT  
Between  
THE TEACHING SUPPORT STAFF UNION (the "Union")  
And  
SIMON FRASER UNIVERSITY (the "University")

RE: Reporting and Release of Member and Course Information

The parties have agreed to create an electronic dues checkoff form to replace old paper triplicate forms, which includes information such as residential address and phone number. In the implementation of the new electronic dues checkoff form, the campus of employment, residential address, and phone number shall be included as fields which members may complete. Where such information is then available and releasable under relevant privacy legislation, the University will include it in future membership lists provided to the Union.

As part of ongoing efforts to update the provision of distance education courses at SFU, the parties agree to make all reasonable efforts to update membership list entries for all distance education positions to include the department of instruction and the nature of course delivery, and to provide that to TSSU each semester.

  
\_\_\_\_\_

For the Union

Feb 19, 2020

Date

  
\_\_\_\_\_

For the University

19 FEB 2020

Date



Presented by TSSU on Jan 27, 2020 at 4:20 am/pm

<p><u>Article VI: Union Facilities</u></p> <p>A. <u>Office</u></p> <p>The University shall endeavour to provide the Union with the use of two (2) furnished offices <u>at Burnaby Campus</u>. 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.</p>	
<p>B. <u>Bulletin Boards</u></p> <p>The University shall provide bulletin board space of at least <u>(1)</u> one square metre 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. <del>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.</del> The associated costs where required will be shared equally by the parties provided that the expenditures have been approved by the parties.</p>	<p><u>housekeeping</u></p>
<p>C. <u>University Facilities</u></p> <p>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.</p> <p>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, <u>unless otherwise noted</u>.</p> <p>3. At all University campuses, access to facilities is as noted below:</p> <ul style="list-style-type: none"> <li>a. meeting rooms on request <u>and as available</u>, without cost for normal services; <del>and as available;</del></li> <li>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;</li> <li>c. where a TSSU member's appointment requires work to be performed at location(s) other than the appointing department's campus, the department will direct <u>their her/his</u> mail to a mail box at each campus or other location, as directed by the TSSU member.</li> </ul>	

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

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

27 Jan 2020  
 \_\_\_\_\_  
 Date

27 JAN 2020  
 \_\_\_\_\_  
 Date

Presented by TSSU on \_\_\_\_\_ at \_\_\_\_\_ am/pm.

LETTER OF AGREEMENT

Between

THE TEACHING SUPPORT STAFF UNION (the "Union")

And

SIMON FRASER UNIVERSITY (the "University")

Re: Shared office space on SFU campuses, excluding Burnaby campus

At each campus excluding the Burnaby Campus, the University shall endeavour to provide a furnished private office which may be shared among the other unions and employee associations. Six (6) week's notice shall be given prior to the relocation or discontinuance of such an office.

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

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

27 Jan 2020

\_\_\_\_\_  
Date

27 SEPT 2020

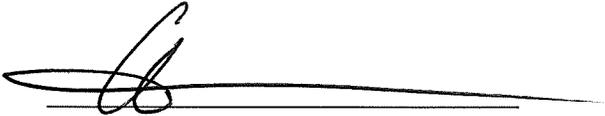
\_\_\_\_\_  
Date

Presented by TSSU on \_\_\_\_\_ at \_\_\_\_\_ am/pm.

<p><u>Article VIII: Withdrawal of Services During Term of Agreement</u></p> <p>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 <u>their her/his</u> decision.</p>	<p>housekeeping pronouns</p>
<p><del>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:</del></p> <p><del>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;</del></p> <p><del>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;</del></p> <p><del>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.</del></p>	<p>housekeeping</p>
<p>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 <u>their her/his</u> own duties is expected to carry out all the responsibilities related to <u>their her/his</u> assigned duties.</p>	<p>housekeeping pronouns</p>

  
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May 8 / 19  
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which serves no legitimate purpose and which would be considered by a reasonable person to create an intimidating, humiliating, or hostile work environment.

4.
  - a. 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 ~~their~~ ~~her/his~~ term of employment in ~~their~~ ~~her/his~~ capacity as an employee. Within the limits of its legal right to do so, the University will make every reasonable effort ~~endeavor~~ to remove any person neither employed by the University nor enrolled as a student who engages in harassment of a bargaining unit member.
  - b. 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 ~~their~~ ~~his/her~~ will.
5. When an employee has a harassment complaint and is seeking University action under ~~4(a) D-1.~~ above, the complaint shall be raised with the Course Supervisor or Chair in an attempt to resolve it in accordance with Article ~~10-X~~ within forty-five (45) days of the incident or awareness of the condition giving rise to the harassment complaint.
6. Where an employee has initiated an employment related complaint under a University Harassment Complaint process, it may be converted to a grievance under Article ~~10-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 10.3 ~~X-C~~). Where such grievance involves a person who would normally have a role for the University in grievance procedure, the Union may elect to commence the grievance at one step higher than it would otherwise commence.

7. An employee may grieve the University's response to an employment related harassment complaint under Article ~~10-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 10.3(b) ~~X-C.2~~).
8. 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 process which may be made available to employees. Where a complainant or a respondent is identified as a bargaining unit member, the

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harassment resolution co-ordinator or designate shall inform them 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.

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For the University

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For the Union

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Presented by TSSU on \_\_\_\_\_ at \_\_\_\_\_ am/pm.

<p><u>Article 10: Grievance Procedure</u>                  A. <u>General</u></p>	
<p>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.</p>	
<p>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.</p>	
<p>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.</p>	
<p>4. A grievance involving more than one (1) employee in more than one (1) faculty or involving the Union as a whole shall go directly to Step II of the Grievance Procedure.</p>	
<p>5. Should the University wish to lodge a grievance against the Union or any employee it shall be presented at Step II. <del>to the Joint Grievance Committee.</del></p>	
<p>6. The Grievance Procedure will be used to settle any disputes without stoppage of work.</p>	
<p>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.</p>	
<p>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 <del>they she/he</del> would otherwise be entitled as a bargaining unit employee.</p>	
<p>9. For any particular grievance, the time limits provided in the Grievance Procedure may be extended by mutual written consent of both parties.</p>	
<p>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.</p>	
<p>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.</p>	

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<p>12. In this Article, and in Article <del>11 X1</del> "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. <u>References to "working days" shall mean Monday to Friday, excluding university closure days, statutory holidays, and those excepted above.</u></p>	
<p>13. Termination of an individual's employment and thereby <u>their her/his</u> membership in the bargaining unit, shall not affect <u>their her/his</u> right to grieve a matter which occurred during the period <u>they she/he</u> was a bargaining unit employee, but the time limits detailed in the grievance procedure shall still apply.</p>	<p>housekeeping pronouns</p>
<p>14. The University shall not dismiss or discipline an employee bound by this Agreement except for just cause.</p>	
<p>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 <u>their her/his</u> responsibilities.</p>	<p>housekeeping pronouns</p>
<p>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.</p>	
<p>17. Following the initiation of a grievance, the University and the Union agree, upon written request, to provide <u>timely</u> 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.</p>	
<p><u>18. Grievances involving discipline may be initiated at Step I or Step II, with the mutual agreement of the Union and the University.</u></p>	
<p>B. <u>Problem Solving</u>          1. 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 <u>their her/his</u> duties, or the Chair <u>or their designate</u>, in an attempt to resolve it.</p>	<p>housekeeping pronouns</p>
<p>2. However, before a potential grievance may be pursued to Step I of the Grievance process, the <u>Chair</u> 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.</p>	<p>housekeeping</p>
<p>3. At any stage of Problem Solving, either party may request that a</p>	

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<p>mediator/facilitator assist the parties in seeking a resolution (see below).</p>	
<p>4. <b>Mediators:</b> 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 reached, the mediator / facilitator may recommend a non-binding solution.</p>	
<p>5. <b>Agreements:</b> 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 <u>Associate Vice-President (AVP) (Executive Director</u>, Human Resources.</p>	<p>housekeeping</p>
<p>6. <b>Provision to advance to the Grievance level:</b> 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.</p>	
<p><del>G. Grievance Procedure</del>  <u>C. Step I</u>          1.          a. Should the problem be unresolved, the employee may <u>file initiate a written grievance</u>. 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 <u>AVP Executive Director</u>, 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.</p>	<p>housekeeping</p> <p>housekeeping</p>
<p>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 <u>their her/his</u> Shop Steward and/or other Union representative.</p>	<p>housekeeping pronouns</p>
<p>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 <u>AVP Executive Director</u>, Human Resources.</p>	

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<p>d. <del>In the event of her/his inability to attend any meeting, t</del>The grievor may authorize the Union to proceed with the grievance on <u>their her/his</u> behalf.</p>	<p>housekeeping pronouns</p>
<p>e. Step I is complete when the Dean has forwarded <u>their her/his</u> 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.</p>	<p>housekeeping pronouns</p>
<p><u>2-D Step II</u>  <del>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.</del></p>	
<p><del>b. No person may serve as a member of the Joint Grievance Committee when she/he has <u>they have</u> had a direct involvement in the grievance being considered, with the exception of the University-wide policy grievances.</del></p>	
<p><del>c. The Joint Grievance Committee shall meet w</del> Within <u>fifteen (15) twenty (20) working</u> days of receipt of the <u>notification to proceed to Step II, representatives from both parties to this Agreement shall meet grievance-</u> 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) <u>working</u> days of the <del>Joint Grievance Committee</del> <u>Step II</u> meeting, signify in writing its desire to proceed to arbitration.</p>	
<p><i>The parties agree that the March 11, 2006 memo from Dario Nonis regarding disclosure of information under Article 10.A.17 in grievances involving two or more applicants for a position, shall no longer be in effect and that the March 7, 2019 estoppel notice on Article 10.B Problem Solving is withdrawn.</i></p>	<p>change</p>

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<p><u>Article XI: Arbitration</u></p> <p>C. <u>Time-off to Attend</u> Where required attendance at arbitration hearings necessitates absence from scheduled teaching assignments, the grievor, <u>witnesses</u>, and one Union representative shall suffer no reduction in compensation to which they would otherwise be entitled as a bargaining unit employee.</p>	<p><u>housekeeping</u></p>
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<p><u>Article 12: Academic Decisions, Requirements and Freedom</u></p> <p>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.</p>	
<p>B. Academic Decisions are the exclusive prerogative of the University and its faculty members.</p>	
<p>C. However, Academic Decisions regarding the status, progress, or performance of students within the bargaining unit shall be grievable where they directly affect employment status, and  <del>discrimination contrary to Article IX, "No Discrimination and No Harassment", is alleged by the grievor.</del></p>	
<p>D. <u>Academic Conflict</u>: 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.</p>	
<p>E. <u>The University recognizes the importance of supporting its employees to obtain their graduate credentials. Wherever possible, the University will allow employees an uninterrupted period of forty-eight (48) hours around their thesis defence date during which they shall not be expected to perform employment-related duties. Such absences will not result in additional cost to the department.</u></p> <p><u>Requests for: time off under this section must be:</u></p> <ol style="list-style-type: none"> <li>1. <u>submitted in writing no later than one (1) week after the date when the thesis defence schedule was submitted to the Dean of Graduate Postdoctoral Studies; and</u></li> <li>2. <u>authorized by the Chair or their designate.</u></li> </ol>	
<p>F. <u>Upon request, employees shall not be expected to perform normal duties on the day of a degree-qualifying exam. A degree-qualifying exam is defined as examinations that qualify graduate students for advanced degrees, such as a comprehensive examination or formal presentation of their research colloquium.</u></p>	
<p>G. <u>Academic Freedom: Academic Freedom is the freedom to examine, question, teach and learn, and it involves the right to investigate, speculate and comment without reference to prescribed doctrine, as well as the right to criticize the University, Union and society at large.</u></p>	
<p>H. <u>Specifically, Academic Freedom ensures:</u></p> <ol style="list-style-type: none"> <li>i. <u>freedom in the conduct of teaching;</u></li> <li>ii. <u>freedom in undertaking research and publishing or making public the results thereof;</u></li> <li>iii. <u>freedom from institutional censorship.</u></li> </ol>	

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I. <u>Employees will not be hindered or impeded in any way by the University or Union from exercising their legal rights as citizens, nor will they suffer any penalties because of the exercise of such rights. The parties agree that they will not infringe or abridge the Academic Freedom of any member of the academic community.</u>	
J. <u>Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge.</u>	
K. <u>As part of their teaching activities, academic staff are entitled to conduct frank discussion of potentially controversial matters which are related to their subjects. This freedom of expression will be based on mutual respect for the opinions of other members of the academic community.</u>	

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<p><u>Article 17: Conditional Upon Enrollment</u></p> <p>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 <del>she/he is</del> <u>they are</u> offered the appointment.</p>	<p>housekeeping pronouns</p>
<p>B. The condition shall lapse by the end of the first week of classes of the semester or session.</p>	
<p>C. No more than fifty percent (50%) of the contracts of employment within a given department shall be made conditional upon enrollment.</p>	
<p>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.</p>	
<p>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 for each one (1) contact hour.</p>	
<p>F. <u>This article shall not apply to Graduate Facilitators</u></p>	

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<p>Article XXI: Safety and Health</p> <p>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, <del>at</del> 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 <del>the</del> the University Safety Committee.</p>	<p>housekeeping, we don't have the University Safety Committee anymore, we have CUHSC and LJHSC's.</p>
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Presented by TSSU on \_\_\_\_\_ at \_\_\_\_\_ am/pm.

<p><u>Article XXII: Labour-Management Committee</u> 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 <del>least once per semester or on the request of either party and shall be jointly arranged.</del> 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 which may arise.</p>	<p>housekeeping, current practice</p>
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For the Union

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