

Memorandum of Agreement (MOA)

Between

Simon Fraser University (the University)

And

The Teaching Support Staff Union (the

Union)

The Parties agree to the following as a settlement to Collective Bargaining (Graduate Facilitators) as the initial bargaining of language and common clauses for inclusion in the TSSU-SFU Collective Agreement May 1, 2019 – April 30, 2022. This proposal is conditional upon approval by the Human Resources Committee of the Board of Governors and the TSSU’s ratification process.

The Parties agree that the non-monetary items signed on November 25, 2020 will be agreed to and become part of the 3-year Collective Agreement (2019-2022).

The Parties agree that the hourly rate of pay for Graduate Facilitators defined in the aforementioned language will be \$26.75 plus vacation pay pursuant to the Employment Standards Act. This hourly rate will be subject to negotiated General Wage Increases of:

May 1, 2020 2.0%
May 1, 2021 2.0%

Retroactive pay will be calculated from September 1, 2020 onwards, at the rate effective pursuant to the schedule above.

This agreement is effective on the date of signature, following ratification and approval as above.



For the University

November 25, 2020

Date



For the Union

November 25, 2020

Date

Article TBD Graduate Facilitators

A. Definitions

1. A Graduate Facilitator (GF) is a bargaining unit employee who is hired to help students improve their academic skills, including but not limited to: academic writing, English as an Additional Language (EAL), and learning and study strategies, by providing consultation or coaching, workshop-based teaching support, and other related duties. This article shall not be applied to any teaching support staff hired by Academic Departments or Academic Faculties.
2. Where this article, or any common clause, references “Department” or “department” that shall be understood to mean the Student Learning Commons, unless otherwise specified or mutually agreed.
3. GFs are hired or rehired on a semesterly basis and work under the direction of a Coordinator in the Student Learning Commons (SLC).

B. Qualifications

1. Minimum qualifications for GFs are:
 - a. An undergraduate degree;
 - b. Registration at SFU for a graduate program;
 - c. Demonstrated strong academic performance in areas relevant to the position;
 - d. Demonstrated oral and written communication skills in English or the language of instruction, if different;
 - e. Demonstrated presentation skills;
 - f. Demonstrated ability to work with students individually or in groups.
2. Additional qualifications, which may vary between positions, may be required and must be necessary to conduct the work.

C. Duties and Responsibilities

1. GFs work under the supervision of Coordinators, or someone else as designated by the Head of the department, who will provide direction, mentorship, and support to GFs. Duties may include:
 - a. attendance at such orientation, planning, and coordinating meetings as assigned;
 - b. consultation or coaching with students, in-person, online, or by email, regarding academic writing, English as an Additional Language (EAL) support, and/or learning and study strategies;
 - c. developing learning plans for students, including consultation and reviewing documentation;

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- d. connecting students with available University resources to support their academic success;
 - e. advance review of student academic writing and preparation for consultation or coaching;
 - f. facilitating workshops or their equivalent, including preparation for the workshop;
 - g. electronic communication including, but not limited to, with: students; Coordinators; and other staff in the department;
 - h. special projects, as assigned and under the supervision of a Coordinator, including but not limited to: researching and compiling handouts; updating or developing material for a workshop or equivalent; or developing other resources;
 - i. provision of feedback on student academic writing; and
 - j. such other related duties that may be assigned.
2. Duties shall not include:
- a. scheduling or coordination of workshops or their equivalent;
 - b. responding directly to issues and concerns with service delivery;
 - c. answering questions about specific course content;
 - d. assessing student work, learning ability, or academic performance.

D. Assignment, Scheduling, and Workload

- 1. At least six (6) weeks prior to the start of the semester, current GFs shall be contacted in writing to indicate whether they wish their contract to be renewed and, if so, to provide their desired workload for the following semester.
- 2. Scheduled duties shall be assigned to the GF at least one (1) week in advance.
- 3. Where cancellation or rescheduling of duties occurs with less than 72 hours' notice, the Coordinator will make available other duties at the same time and campus, or at a mutually agreed time and location. The GF may decline the other duties in which case the cancelled duties will not count as time worked and paid hours will be reduced.
- 4. Outside of scheduled duties, electronic communication with students shall not be required on evenings and weekends. Any scheduled duties outside SFU's instructional hours as defined in GP 46 shall require the agreement of the GF.
- 5. Preparation time will be provided according to the type and requirements of the work the GF is performing.
 - a. **Consultations:** Where preparation time is required in advance of a consultation or coaching session, thirty (30) minutes of general preparation time shall be allocated. Consultations not requiring preparation time under this clause include: WriteAway, Read-Aheads and those booked through WCO. Time spent

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reading the student's work and preparing a Read-Ahead response is considered consultation time rather than preparation time.

- b. **Workshops:** For the first instance of a GF delivering a workshop one (1) hour of preparation time will be provided. For each subsequent delivery of a workshop, thirty (30) minutes of preparation time will be provided. Content development and significant content revisions are assigned as a special project in addition to preparation time and performed under the supervision of a Coordinator.
- c. Available preparation time which is not used will be reallocated to other duties.
- d. If no preparation is specified above or the time specified proves insufficient for preparation, GFs may contact the Coordinator in advance to request additional time be allocated.

6. Training and Orientation: Up to six (6) hours will be available for each new employee for training and orientation. Hours will be allocated by Coordinators in consultation with the new employee. This time may include but is not limited to: familiarization with workshop content; job shadowing; and meetings with a Coordinator. Additional training may be provided where required and approved.

7. Workload: Duties shall be assigned such that they can be completed within the agreed hours provided in the contract. When a GF expects their duties will, by the end of the contract, exceed the hours in their contract, they shall notify their Coordinator as soon as reasonably possible. Additional hours may not be worked unless with prior authorization by the Head of the department.

E. Employment Priority

1. Positions will be filled on a semesterly basis. Any currently employed GF (current GF), having expressed a preference to return to the same position will be rehired subject to the availability of positions and related hours.
2. Any available position not filled by a current GF under the terms of E.1. will be considered vacant and posted in accordance with Article 16. Hiring shall be done in the priority order in E.3.
3. Priority for filling vacant positions will be given in the following order:
 - a. current qualified GFs;
 - b. qualified applicants who have worked as a GF in the previous three (3) semesters;
 - c. other qualified applicants currently registered as graduate students or who will be registered as a graduate student at the commencement of the subsequent semester, who the SLC considers are the most suitable.
4. Notwithstanding B.1.b, employment priority for work for current GFs extends one (1) semester following the last semester of being registered as a graduate student at the

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University. In exceptional circumstances, the Head of the department may renew the appointment for a current GF for one (1) additional semester.

5. A current GF may request up to one (1) semester off work to concentrate on academic requirements. In the following semester, they will be considered as priority under E.1. Where positions and related hours are unavailable, they shall be considered to have priority under E.3.a.

F. Compensation

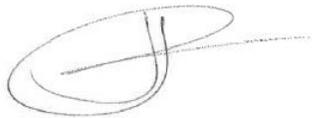
1. For the purposes of posting, compensation shall be expressed in terms of an hourly rate exclusive of vacation pay.
2. Compensation shall be calculated for each contract based on the hourly rate multiplied by the total hours of the contract, averaged over the appointment duration and paid bi-weekly.
3. Compensation shall be inclusive of all the duties and responsibilities assigned to and performed by a GF during the semester and an increase in workload beyond the contracted hours will result in a commensurate increase in remuneration subject to pre-approval as per Section D.7. Hours compensated in one (1) semester shall be worked in the same semester.

Common Clause List

- Article 1
- Article 2
- Article 3
- Article 4
- Article 5
- Article 6
- Article 7
- Article 8
- Article 9
- Article 10 with understanding that “Chair” shall be understood to be “Head”
- Article 11
- Article 12
- Article 16
- Article 18
- Article 19
- Article 20
- Article 21
- Article 22
- Article 23
- Article 24
- Article 25 (excluding M Professional Development and Orientation)
- Article 26
- Article 28
- Article 29
- Article 30
- Appendices A, I, O

Excluded Articles:

- Article 13 Teaching Assistants
- Article 14 Sessional Instructors
- Article 15 Tutor/Markers
- Article 17 Conditional Upon Enrollment



For the University

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The following language shall be included in the TSSU-SFU Collective Agreement May 1, 2019 – April 30, 2022.

The underlined sections shall be added to the current Article 16 Position Posting and Offers of Employment.

2. Postings shall occur:
 - a. for all TA/TM positions...
 - b. For all Sessional Instructor positions...
 - c. for Graduate Facilitator positions, wherever possible at least six (6) weeks prior to the commencement date of the position.
3. For TA, TM, and Sessional positions....
4. For Graduate Facilitator positions, wherever possible at least three (3) weeks prior to the commencement date of the position, the successful applicant shall receive notification of the employment offer which shall include the average weekly hours, the number of weeks, and the hourly compensation for the assignment. Average weekly hours and duties shall be established by mutual agreement between the department and the GF.
5. Departments shall make...



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