

TSSU Draft of MOUs for
2019-2022 TSSU / SFU Collective Agreement

Letters of Agreement and Memoranda Confirmed 2019

- 1: Letter of Agreement – EHB for TSSU Salaried Officers May 20, 1997
- 2: Memorandum of Agreement – Intimidation/Coercion during Strike February 24, 2016
- 3: Agreement – Implementation of SI Seniority List June 10, 2016
- 4: Agreement – Reserve Sessional Instructor Positions August 10, 2016
- 5: Agreement – No changes to Reserve SI Position Numbers July 17, 2017
- 6: Letter of Agreement – Interaction of Collective Agreement and GP44 Sexual Violence and Misconduct Prevention, Education and Support October 18, 2018
- 7: Agreement – Qualifications on Postings and Timeliness August 8, 2018
- 8: Agreement – TA Appointment Forms April 27, 2017
- 9: Memorandum of Settlement – ELC/ITP Continuing Status Grievance March 7, 2017
- 10: Letter of Agreement – LTL Conversion April 29, 2019
- 11: Memorandum of Agreement – Information Provided to TSSU (Article 13.F.3.1.b) January 17, 2017
- 12: Memorandum of Settlement – Access to Internet Accounts May 23, 2018
- 13: Memorandum of Agreement – Failure to Pay Wages February 24, 2016
- 14: Re: Calculation of reimbursement for third party medical insurance settlement, January 30, 2019
- 15: Letter of Agreement Re: International Student Health Fee Implementation, January 24, 2020
- 16: Memorandum of Agreement Re: EVSC TA Priority System, March 19, 2020
- 17: Memorandum of Agreement Re: Concurrent TSSU and SFUFA appointments, March 26, 2021

1: Letter of Agreement – EHB for TSSU Salaried Officers May 20, 1997

**LETTER OF AGREEMENT
BETWEEN
SIMON FRASER UNIVERSITY
(THE “University”)
AND
TEACHING SUPPORT STAFF UNION
(THE “Union”)**

The parties agree that without prejudice or precedent, the three salaried officers of the Teaching Support Staff Union (TSSU) who occupy the positions of Organizer, Chief Steward, and Coordinator, shall be permitted to join the Extended Health Benefit (EHB) plan, which is available to members of the TSSU bargaining unit, under the following conditions:

- 1) each TSSU employee must maintain their Medical Services Plan coverage while enrolled in the EHB Plan,
- 2) the TSSU may pay one hundred (100%) of the EHB premiums for all enrolled employees in advance for each semester, and
- 3) the TSSU must inform Human Resources of the resignation or termination of a TSSU employee enrolled in the plan within (3) three working days of the last day of work and EHB coverage will cease on the last day of the last month of the semester in which employment terminates.

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

For the University

For the Union

Date

Date

2: Memorandum of Agreement – Intimidation/Coercion during Strike February 24, 2016

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

RE: Intimidation/Coercion (TSSU Grievance June 22, 2015)

The parties agree on a without prejudice basis except as is necessary for its implementation, to resolve the June 25, 2015 TSSU Grievance (Intimidation/Coercion) as follows:

In the future, when strike notice is served by the Teaching Support Staff Union, the University will communicate to its Deans, Associate Deans, Chairs, and Faculty, and immediately provide a copy of the communication to the TSSU, that:

*"A strike takes many forms including various job actions. The right to engage in legal strike activity is a right protected by law. As such, in no event will the University, or any of its employees, direct or instruct TSSU members to perform struck work nor will TSSU members be coerced into providing work or work product which is struck work.
If TSSU members have questions about the particular job action while on strike, they should be told to contact their union."*

For the University

For the Union

Date

Date

3: Agreement – Implementation of SI Seniority List June 10, 2016

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

The following were agreements from the June 10, 2016 meeting.

Seniority list for Sessionals:

- (a) The first list will be confirmed, SFU will continue to incorporate all verified changes until Wednesday morning, including completing the “first semester taught” column and TSSU will break the ties and return the list by the end of the day on June 16, 2016. Selections for the Fall may be made on the basis of that seniority list. Further changes may be proposed by the Union, based on information members bring forward, but those changes confirmed will be incorporated in the next list to be produced (ie. the sixth week of each semester) and will be applicable to any selections occurring thereafter;
- (b) each list to be produced shall include credit for teaching which occurs in the semester in which the list is produced;
- (c) LTL appointments shall be credited for each semester the appointment covers (ie. a one year appointment of 50% or more shall result in three semesters of “seniority credit”;
- (d) the Fall and all subsequent lists shall have columns providing the name, employee number, number of semesters credited, the first semester taught (by number and name), and the first semester credited (by number and name).

For the University

For the Union

Date

Date

4: Agreement – Reserve Sessional Instructor Positions August 10, 2016

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

The following were agreements Distributed on August 10, 2016

The University and the TSSU have agreed on the below process for reserving Sessional Instructor positions (under Article 14.E.3 of the Collective Agreement):

1. Immediately after the department has finalized its yearly teaching plan, it will advise TSSU by email to the Chief Shop Steward, as to the percentage (up to 25%) of teaching appointments it intends to hold as “Reserve Sessional Instructor” positions for Graduate students and Post Docs;
2. As Sessional positions are posted, the Department will note in the posting if it is a “Reserve Sessional Instructor” position such that Graduate and Post Doc applicants have priority of appointment. The Department will also note that the posting is open to all applicants, but that Graduates and Post Docs will have priority for appointment to the position in the event that they are qualified, as per the Collective Agreement;
3. The Department will not post more than the total (up to 25%) invoked in the email as per (1) above;
4. In relation to the fact that during the implementation of this new language, departments were not aware of the process and as a result have not reserved certain positions for Students/Post Docs, the parties have agreed that:
 - a. For Fall 2016 positions, a department may advise TSSU now which positions they will be awarding as if they had been Reserved.
 - b. In the event that a particular Departmental Teaching Plan does not apply until Summer 2017, and as a result, a process for January 2017 positions must also be put in place:
 - i. For Sessional postings applicable to the Spring 2017 semester, the Department must advise TSSU on or before August 22, 2016 of the percentage of positions it intends to “Reserve” for Grads/Post Docs applicable to that semester only.
 - ii. All postings for Spring 2017 Reserve positions will comply with (2) above.

For the University

For the Union

Date

Date

5: Agreement – No changes to Reserve SI Position Numbers July 17, 2017

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

By email on July 17, 2017

Further to our grievance meeting, we agree to the following on a without prejudice basis.

In accordance with Article 14 E.3.a, departments may hold in reserve certain SI positions for Graduate Students & Postdoctoral Fellows.

The reserve may consist of up to 25 percent of the SI appointments within a given department.

In accordance with Article 14 E.3.b the number of such positions is calculated based on the total number of SI positions set out in the yearly teaching plan (YTP) for each department.

The University agrees that once departments have completed their YTP and calculated their total number of SI appointments to be held in reserve, the reserve percentage and the total number of SI appointments in the YTP, from which the reserve percentage was calculated, will be provided to the Union.

The TSSU and the University acknowledge that while the total number of SI appointments available/offered throughout the academic year may change, and as the number of appointments held in reserve are based on the number of appointments as identified in the YTP; the total number of positions available to be held in reserve for the academic year will not change.

For the University

For the Union

Date

Date

6: Letter of Agreement – Interaction of Collective Agreement and GP44 Sexual Violence and Misconduct Prevention, Education and Support October 18, 2018

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

RE: Interaction of Collective Agreement and GP 44 Sexual Violence and Misconduct Prevention, Education and Support (GP 44)

Whereas the parties wish to clarify the interaction between the Collective Agreement and GP44:

THEREFORE

The parties agree that, for the purposes of Article 21 and Article 17.J of the Collective Agreement:

1. A "Disclosure" pursuant to GP 44 (section 4.4) does not constitute a "written report" as that term is used in Article 21 and Article 17.J of the Collective Agreement; and
2. A "report" pursuant to GP 44 (section 4.5), may constitute a "written report" as that term is used in Article 21 and Article 17.J of the Collective Agreement and may require the employee to be informed pursuant to the Collective Agreement.

All of which is agreed this 18 day of October, 2018

For the University

For the Union

Date

Date

7: Agreement – Qualifications on Postings and Timeliness August 8, 2018

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

By email on January 15, 2019

RE: postings and time limits to file a grievance

In accordance with Article 10, Grievance Procedure, a grievance must be initiated within forty five, (45), calendar days of the incident giving rise to the grievance or of the date the grievor should reasonably have been aware of the incident .

In the case of Position Posting and Offers of Employment, all postings must contain the qualifications necessary to conduct the work and upon which the posting will be awarded. The Union is provided with an electronic copy of all posted positions. The Union is therefore made aware of the required qualifications for all postings well in advance of the actual competitions. In many instances, however, by the time an applicant applies for a posted position and is informed they were unsuccessful based on qualification, the 45 day requirement to initiate a grievance will have lapsed.

We agree to the following as a way to resolve this:

When an applicant is informed that they were unsuccessful in a competition because they failed to meet a qualification that was set out in the posting, and the applicant or the Union wishes to file a grievance challenging the necessity of the qualification in the context of the collective agreement; the University will not rely on the Union’s prior awareness of the posting to argue the grievance is out of time.

For the University

For the Union

Date

Date

8: Agreement – TA Appointment Forms April 27, 2017

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

Agreed by email April 27, 2017

The parties agree:

1. That TA Appointment forms provide information as to the basis for the appointment and its salary calculation;
2. That, in order to ensure that information is clear, TA appointment forms must provide:
 - a. a description of the type of appointment (ie. scheduled lab, open lab, tutorial, marking, field school, etc.); and
 - b. A description of the hours in the particular classroom (e.g. 4 x 1 hour tutorials, 2 x 4 hour labs, etc.)
3. That SFU will communicate the above to Departments and Faculty offices, as a requirement when completing TA Appointment forms.

For the University

For the Union

Date

Date

9: Memorandum of Settlement – ELC/ITP Continuing Status Grievance March 7, 2017

MEMORANDUM OF SETTLEMENT
BETWEEN
SIMON FRASER UNIVERSITY
(THE “University”)
AND
TEACHING SUPPORT STAFF UNION
(THE “Union”)

RE: ELC/ITP Continuing Status Grievance

On a with prejudice basis, SFU and the TSSU agree that:

1. Except as provided for in Article 17.H of the Collective Agreement, all continuing employees retain their employment status; and
2. Pursuant to Article 17.I, continuing instructors on the laid off list who are recalled to work in any capacity, will be considered to have returned to work. If the work to which they resign is a temporary assignment, the assignment end date will establish a new layoff date from which a new period of recall will begin.

On a without prejudice, SFU and TSSU agree to a remedy for specific individuals outlined in the signed March 7, 2017 letter between the parties.

All of which is agreed this 7th day of March, 2017

For the University	For the Union
Date	Date

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

Proposal to resolve LTL Conversions, on the following without prejudice basis, that:

1. SFU and TSSU agree, on a without prejudice basis not to be referred to in any other context beyond the implementation of this agreement, for future LTL conversions of Sessional Instructors, that:
 - a. for the purposes of determining the courses which count towards attaining the threshold of sixteen (16) courses in four years as referenced in Article 14 F, the "average course load" reference therein shall not include courses taught as a Limited Term Lecturer.
 - b. The "four years" as referenced in Article 14 F, shall commence with courses taught in the Summer 2013 semester;
 - c. In consideration of this agreement, and notwithstanding its detail, the parties agree that, in addition to those meeting the terms of this agreement, Simon Carl Pollon and Lisa Beley will be offered conversion to one year of LTL status for the Summer 2017 semester;
 - d. In consideration of (a), the University will emphasize in its communication of this agreement to all faculties / departments, the importance of considering their conversion language obligation under the SFU/TSSU Collective Agreement when considering posting for competitive LTL positions.
2. In the event that a Department or an Instructor requests that a conversion be delayed one (1) semester, the other party (Union or the Employer) will not unreasonably deny such a request.
3. This agreement shall expire on April 29, 2019.

Agreed this 17th day of November 2016.

For the University

For the Union

Date

Date

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

The following constitutes agreement as to the information which will be provided by the University, in relation to Teaching Assistant (TA) and Tutor-Marker (TM) appointments.

The following is agreed to strictly on a without prejudice basis. This agreement may be terminated by either party with 90 days' written notice. The Parties positions will not in any way be prejudiced by this agreement.

The respective department will provide the following information, within ten (10) business days of the receipt of a written request from the Union. Reasonable requests for extensions to the time limit above shall not be denied.

1. The first and last name of all applicants;
2. The priority group to which each applicant belongs (i.e. Dept. Grad, Other Grad, Undergrad, or External);
3. The number of base units requested, if less than five base units is requested;
4. For those applicants who are not Graduate students from the appointment department, the specific courses to which they have applied;
5. The preferences expressed by applicants for consideration;
6. The appointments made, including course number, section and base units assigned;
7. The base units provided shall be as available on the date of production; and
8. In the event an applicant withdraws or is unable to accept any assignment, this information will be noted.

All of which is agreed this 17 day of January, 2017.

For the University

For the Union

Date

Date

12: Memorandum of Settlement – Access to Internet Accounts May 23, 2018

**MEMORANDUM OF SETTLEMENT
BETWEEN
SIMON FRASER UNIVERSITY
(THE “University”)
AND
TEACHING SUPPORT STAFF UNION
(THE “Union”)**

Re: Access to Internet Accounts

- A. On a with prejudice basis, SFU and the TSSU agree that:
1. the "internet accounts" provided for in Article 22.B of the Collective Agreement includes, but is not limited to, access to the Student Information Management System ("SIMS") for those employees who are provided SIMS access as part of their employment duties.
- B. On a without prejudice basis, SFU and the TSSU agree that:
1. Prior to being granted access to SIMS employees will sign the agreed and appended Privacy and Confidentiality Agreement provided by the hiring department.
- C. As a result the grievance titled "Access to Internet Accounts" dated July 20, 2017 is resolved.

All of which is agreed this 23 day of May, 2018

For the University

For the Union

Date

Date

13: Memorandum of Agreement – Failure to Pay Wages February 24, 2016

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

Re: Failure to Pay Wages (TSSU Grievance October 3, 2013)

The following constitutes full and final resolution of all matters arising in the October 3, 2013 "Policy Grievance: Failure to Pay Wages". The Parties agree as follows:

1. This settlement is without prejudice, except insofar as is necessary for its enforcement.
2. All employees will be paid as per the University's bi-weekly payroll schedule for salaried employees, via direct deposit. In the event payment by direct deposit is not possible, the employee will be paid by cheque.
3. For each pay period, employees shall be provided with an electronic wage statement in compliance with requirements of the Employment Standards Act. In no event shall electronic wage statements be altered by the University after their date of issue. The electronic wage statement is currently being revised to comply with ESA, the obligations per point 3 shall take effect no later than May, 1st, 2016.
4. When a payday falls on a non-banking day, the pay shall be provided and the electronic wage statement will be made available, prior to the established payday.
5. The hiring departments will, in a timely manner, provide to the employee all the necessary University forms and documentation required to facilitate payment of wages, via an email with links to the documents, along with any other information which must be provided to initiate payroll, including deadlines for returning completed documents to the hiring department. Once they have received the documentation email, it is the employee's responsibility to complete and submit all such documentation within the required deadlines to the University in order to facilitate the timely payment of wages. Once the documents have been received per established deadlines, the first payment of an employee's appointment/assignment shall be provided at the end of the first regular pay period that falls within the term or semester of the current appointment / assignment.
6. Except as permitted by the Employment Standards Act of BC, or any other enactment of BC or Canada, the University must not, directly or indirectly withhold, deduct or require payment of all or part of an employee's wages for any purpose. In the event this occurs, the University will immediately reverse the deduction, and will reimburse the employee for any bona fide expenses which arise as a result of the University's actions.

7. In the event of an unforeseen and unavoidable delay in receipt of payment, the University will ensure, wherever possible, that the employee is paid within three (3) business days by either direct deposit or cheque.

All of which is agreed this 24th day of February, 2016

For the University

For the Union

Date

Date

DRAFT

14: Re: Calculation of reimbursement for third party medical insurance settlement, January 30, 2019

LETTER OF AGREEMENT
BETWEEN
SIMON FRASER UNIVERSITY
(THE “University”)
AND
TEACHING SUPPORT STAFF UNION
(THE “Union”)

Re: Calculation of reimbursement for third party medical insurance settlement

The parties agree that, for the purposes of reimbursing TSSU members pursuant to the Feb 11, 2015 recommendation from Vince Ready that the parties accepted, in light of changes to MSP premiums unforeseen at the time of the recommendations, that paragraph 1 shall be substituted with:

“A Teaching Support Staff Union (“TSSU”) member who is also a student at the University may be required by the University, as a condition their enrolment as a student, to enroll in a third-party medical and hospital insurance plan (“Insurance Plan”) because they are ineligible for MSP coverage. When this occurs, the University will reimburse the TSSU member an amount equal to 85% of the amount they paid for the “Insurance Plan” to a maximum of the cost for two persons, for the months prior to their eligibility for MSP coverage, always subject to a maximum period of reimbursement of four months from the start date of their employment. The University will process the reimbursement for the TSSU member at the end of the month during which their MSP coverage takes effect”

This new calculation shall be applied to all future reimbursements commencing with Fall 2018.

All of which is agreed this 30 day of January, 2019

For the Union (Feb 20, 2019)

For the University

15: Letter of Agreement Re: International Student Health Fee Implementation, January 24, 2020

LETTER OF AGREEMENT
BETWEEN
SIMON FRASER UNIVERSITY
(THE “University”)
AND
TEACHING SUPPORT STAFF UNION
(THE “Union”)

Re: International Student Health Fee implementation

1. On a without prejudice basis, the parties agree the University will pay the International Student Health Fee ("ISHF") for eligible TSSU members (defined in 2 below) and their dependents who enroll in a system for payment of these fees through SFU as follows:
 - a. for ISHF costs borne by eligible members between September 1, 2019 and March 31, 2020, a retro-active payment system described below will be used to pay for these fees;
 - b. while the University has no control over Revenue Services BC, the University will notify Revenue Services BC as soon as reasonably possible of the individuals who will receive retro-active payments from the University;
 - c. from April 1, 2020 onwards, a Group Plan System will be used to pay fees on behalf of eligible members
 - d. the parties will develop and implement a communication plan regarding this Agreement.

Retro-active Payment System

2. For the purposes of this Agreement, eligible TSSU members are defined as:

Individuals actively employed by SFU in TSSU appointments who are liable to pay the ISHF during their period of employment.

3. [Reimbursement process, see original LOA]

Ongoing payment of ISHF

4. In order to administer the ongoing payment of the ISHF on behalf of eligible TSSU members, the University will maintain a Group Plan System in which these members will be enrolled upon their written application. Payment for the ISHF during an individual's period of employment will begin the first day of the month in which the application is received by Human Resources, or the first day of the first month of their semester of appointment, whichever date is later.
5. Enrollment in the aforementioned Group Plan will be limited to those members on whose behalf the University is paying the ISHF and additionally to those members receiving Guard.me reimbursements. At such a time that MSP premiums are re-established for all BC residents, access to the Group Plan shall be re-established for those TSSU members impacted by the change. The University will make all reasonable efforts to have all eligible members enrolled in the Group Plan effective April 1, 2020. All TSSU members

who are not considered eligible members will be removed from SFU's 'MSP Group Plan' effective March 31, 2020.

6. To facilitate this initial enrollment process, the University will provide the TSSU with a list by February 1, 2020, of active TSSU members, including their names, employee IDs, and emails, who are employed with a temporary Social Insurance Number (SIN). TSSU will provide the University with a list by February 28, 2020 of active TSSU members who are currently being invoiced for ISHF. Provision of the list shall constitute a written application by the members on the list for the Group Plan.

7-9 [Cost Neutralization Mechanism, see original LOA]

10. This is a without prejudice agreement that the University is entering into on an *ex gratia* basis. Should it not be renewed through the process of collective bargaining, this LOA shall expire with the ratification of the Collective Agreement negotiated subsequent to the current round of bargaining.

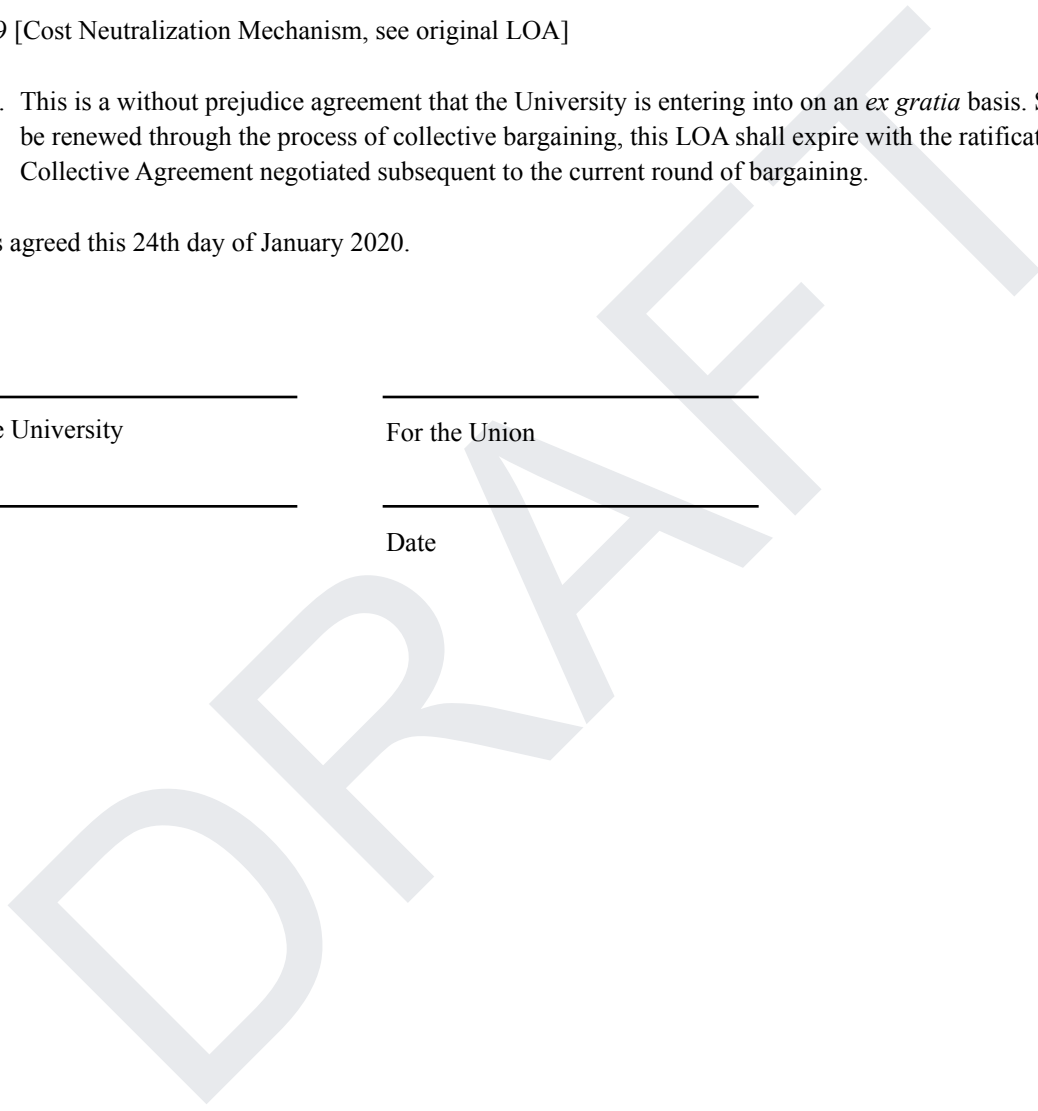
All this agreed this 24th day of January 2020.

For the University

For the Union

Date

Date



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

The parties agree, without prejudice or precedent, that for the purposes of filling jobs posted in EVSC under Article 13 F 3.1(a), students registered:

- for a master's degree;
- for a doctoral degree; or
- as a qualifying students for either a master's or doctoral program

and who are supervised by a Faculty member in the School of Environmental Science shall be considered as priority group (i) applicants (i.e. those registered in the department).

This agreement is on a without prejudice basis and shall be reviewed on an annual basis. Either party can terminate this agreement by giving notice at least 30 days in advance of the regular TA posting date for a semester.

For the University	For the Union
Date	Date

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

The parties agree without prejudice to the following measures in full and final settlement of all outstanding and active TSSU grievances relating to concurrent TSSU and SFUFA appointments.

1. The University and the Union agree that the language included in the TSSU Collective Agreement at Article 13.F.1 and Article 14.A.2 relating to the status of Sessional Instructors and Teaching Assistants in relation to Term Lecturer (TL) appointments, and interpreted by the University to exclude TAs, TMs and SIs from holding concurrent appointments with TL appointments, will not be used to deny TSSU appointments effective the date of signature of this agreement.
2. This agreement shall not confer a seniority or priority right to receive an appointment to a TSSU position whilst concurrently holding a position in another employee group such that the total positions exceed the threshold of 1FTE that would trigger overtime provisions in the Employment Standards Act or TSSU/SFU Collective Agreement.
3. During a semester employed as a Sessional Instructor concurrent with a TL appointment, the individual will receive one seniority credit per Article 14.E.2.
4. During a semester employed as a Sessional Instructor concurrent with a Term Lecturer appointment, the individual will receive conversion credit per Article 14.F.3 for courses taught as a Sessional Instructor; the language at Article 14.F.3 will apply in relation to extensions of current TL appointments or award of a second Term Lecturer appointment immediately following the first.

This agreement will remain extant until the ratification of a new TSSU/SFU Collective Agreement.

For the University

For the Union

Date

Date