

COLLECTIVE AGREEMENT

between

**THE BOARD OF GOVERNORS OF
SIMON FRASER UNIVERSITY**

and

the TEACHING SUPPORT STAFF UNION

May 1, 2019 – April 30, 2022

TABLE OF CONTENTS

Preamble	6
Article 1: Management Rights	6
Article 2: Union Recognition	6
Article 3: Stewards	7
Article 4: Dues and Union Membership or Non-Membership	7
Article 5: Union Representation	8
A. Union Representatives	8
B. Notification	8
C. Representation on University Bodies	8
Article 6: Union Facilities	9
A. Office	9
B. Bulletin Boards	9
C. University Facilities	9
Article 7: Union Information	10
A. Information to Employees	10
B. Copies of Collective Agreement	10
Article 8: Withdrawal of Services During Term of Agreement	10
Article 9: No Discrimination and No Harassment	10
Article 10: Grievance Procedure	12
A. General	12
Article 11: Arbitration	14
Article 12: Academic Decisions, Requirements and Freedom	15
Article 13: Teaching Assistants	16
A. Definitions	16
B. Qualifications	16
C. Duties and Responsibilities	16
D. Assignment and Compensation	17
E. Tutorial Size, Workload Reviews and Time Use Guidelines	20
F. Appointment Priority	21
G. Term of Appointment	22
H. Re-employment as a Teaching Assistant	22
A. Definitions	23
B. Qualifications	23
C. Duties and Responsibilities	23

	4
D. Compensation	23
E. Employment Priority	24
F. Term of Appointment	25
Article 15: Distance Education Tutor/Marker	25
A. Definitions	25
B. Qualifications	25
C. Duties and Responsibilities	26
D. Assignment and Compensation	27
E. Time Use Guidelines	28
F. Appointment Priority	29
G. Term of Appointment	29
H. Re-employment as a Tutor/Marker	29
I. Supervisor	29
Article 16: Graduate Facilitators	30
<i>Common clauses: all but 13, 14, 15, 17, 19 and 27.M</i>	30
A. Definitions	30
B. Qualifications	30
C. Duties and Responsibilities	30
D. Assignment, Scheduling, and Workload	31
E. Employment Priority	32
F. Compensation	32
Article 17: English Language and Culture, Interpretation and Translation Program, and International Teaching Assistants Instructors	32
<i>Common Clauses: all but 13, 14, 15, 16, 17, 18, 26</i>	32
A. Job Opportunities	32
B. Job Postings	33
C. English Language and Culture / Interpretation and Translation Program / International Teaching Assistant Instructors	33
D. Qualifications	33
E. Term of Assignment and Workload	34
F. Orientation and Training	34
G. Probationary Period	35
I. Layoff and Recall	36
J. Disciplinary Action, Suspension, Termination and Resignation	37
K. Time Off for Union Business	38
Article 18: Position Posting and Offers of Employment	38
Article 19: Conditional Upon Enrollment	39

Article 20:	Employment Evaluation	39
Article 21:	Employment File	41
Article 22:	Work Space and Facilities	42
Article 23:	Safety and Health	42
Article 24:	Labour-Management Committee	42
Article 25:	Technological Change	42
Article 26:	Discipline	43
Article 27:	Benefits and Leaves	44
A.	TA, TM, GF, and Sessional Instructors: Medical/Extended Health/Dental Plan	44
B.	ELC/ITP/ITA Instructors: Medical/Extended Health/Dental Plan and other benefits	44
C.	TA/TM, GF, and Sessional Instructors: Sick Leave/Leaves	48
D.	ELC/ITP/ITA Instructors: Sick Leave/Leaves	48
E.	All Employees: Maternity Leave or Parental Leave	50
F.	All Employees: Travel Allowance	51
G.	All Employees: Canada Pension Plan	51
H.	All Employees: Workers' Compensation	51
I.	All Employees: Employment Insurance	51
J.	All Employees: Short-term Leave	51
K.	All Employees: Court Appearances	51
L.	All Employees: University Closure	51
M.	TA/TM: Professional Development and Teaching Orientation	52
Article 28:	Contracting Out	52
Article 29:	Salaries and Scholarship	53
A.	Teaching Assistants	53
B.	Sessional Instructor	56
C.	Distance Education Tutor/Markers	58
D.	Graduate Facilitators	64
E.	English Language and Culture Instructors	64
F.	Interpretation and Translation Program & International Teaching Assistant Instructors	68
Article 30:	TSSU Member Child Care Fund	70
Article 31:	Term of Agreement	70
Article 32:	Definitions	70
Article 33:	Singular and Plural	71
Appendixes:		72
Letters of Agreement and Memoranda Confirmed 2019		72

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 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.

Article 1: Management Rights

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

Article 2: Union Recognition

- A. In accordance with the certificate issued by the B.C. Labour Relations Board December 13, 1978 and the variance of that certificate issued by the Industrial Relations Council May 20, 1992, the University recognizes the Union as the exclusive bargaining agent for all non-faculty teaching support staff excluding Laboratory Instructors I and II, Sessional Lecturers, and Associates in the Faculty of Education.
- B. If an employment category other than those in existence on the initial date of this Agreement is added to the bargaining unit during the life of this Agreement, the parties will negotiate the terms of the Agreement which shall apply to the new category.
- C. The University shall not make any written or verbal agreement with a bargaining unit employee which conflicts with this Agreement.

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

Article 3: Stewards

- A. Contract administration will be handled whenever reasonably possible at times other than when a Steward should be carrying out their assigned responsibilities.
- B. 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.
- C. When a Chief Steward is on the seniority list, seniority shall continue to accrue as follows:
1. For ELC/ITP/ITA Instructors, each term served as a Chief Steward will be counted as continuous service for purposes of calculating seniority;
 2. 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.

Article 4: Dues and Union Membership or Non-Membership

- A. 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 an electronic 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. An electronic copy of each check-off form will be forwarded to the Union by the twenty-fifth (25th) day of January, May or September. Check-off requests received after that date will be forwarded in bulk as soon as reasonably possible after receipt.
- B. The University shall honour all such written requests for the check-off of dues, shall deduct the dues biweekly, and shall remit to the Union Treasurer by the fifteenth (15th) day of each month, the dues collected in the previous month, together with a list of all bargaining unit employees. In addition to the name of each employee, that list shall contain the employee identity number, department, category of employment, amount of earnings, amount of dues deducted and the cumulative dues deducted for that year.
- C. The University shall indicate the deduction of dues on each employee's pay notification and shall report on the employee's T4 slip the total Union dues deducted during the previous year.
- D. The University shall provide the Union with a current list of bargaining unit employees with the employee identity number, department, SFU email address and employment category of each. Such lists will be generated from information contained in the first payroll run following the start of classes in each semester and the summer session, and shall be forwarded to the Union as soon as reasonably possible thereafter.
- E. The University shall send the Union a copy of the appointment form for each appointment in the bargaining unit. The copy shall be forwarded as soon as reasonably possible following acceptance of the appointment. Copies of revised appointment forms will also be forwarded to the Union.
- F. The Union shall inform the University in writing of any change in the amount of regular dues to be deducted and the University will deduct for each semester at the rate of which it has received most recent notice provided such notice is received no later than the fifteenth (15th) day of the penultimate month of the preceding semester, i.e.,

1. by November 15th for the semester beginning in January;
 2. by March 15th for the semester beginning in May; and
 3. by July 15th for the semester beginning in September.
- G. The University shall honour the voluntary written request (see Appendix A) from any bargaining unit employee (until the written request is revoked) to deduct and remit to the Union Treasurer uniform levies (as distinguished from regular dues) of which the Union gives the University reasonable notice. The University shall indicate on the employee's pay notification the amount of such deductions. The University shall remit to the Union Treasurer the deductions made together with a list of employees' names and amount deducted.
- H. By the end of January the University shall provide the Union with a statement of the regular dues deducted from each employee during the preceding year.
- I. The Union shall provide and the University shall distribute to every bargaining unit employee at the time of each appointment a Union information package (subject to the provisions of Article 7.A).
- J. At the end of each fiscal year, the University shall provide the Union with a statement including the following information:
1. The amount of the base budget for each employment classification in the bargaining unit;
 2. The total number of tutorials offered each semester by Department;
 3. The total number of tutorials with enrollment over eighteen (18) by Department;
 4. The average size of tutorials by Department.
- K. The University will supply the TSSU with copies of the end of week three (3) enrollment data from the Registrar as soon as such information is available.
- L. 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.
- M. The University will supply the TSSU with the enrollment data for all classes in ELC/ITP/ITA by the end of week three (3) for each term.
- 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.

Article 5: Union Representation

A. Union Representatives

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

B. Notification

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

C. Representation on University Bodies

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

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

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

2. Union representatives to University bodies shall be selected by the Union.
3. If as a result of attending a meeting in a capacity as set out in C.1 or as a representative on a body which reports to a senior University administrator, the Senate, or Board of Governors, a member misses a scheduled teaching assignment, they shall not suffer a reduction in compensation relating to employment in the bargaining unit to which they would otherwise be entitled.
4. If the Union appointees to the Central University Health and Safety Committee, or Local Joint Health and Safety Committees it may establish, are required to perform duties in their unscheduled time, they will be paid at the hourly rate as set out in Appendix L, except that ELC/ITP/ITA Instructors will be paid the special assignment rate as set out in Article 17.E.1.h.

Article 6: Union Facilities

A. Office

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

B. Bulletin Boards

The University shall provide bulletin board space of at least one (1) 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. The associated costs where required will be shared equally by the parties provided that the expenditures have been approved by the parties.

C. University Facilities

1. Mail: For individually addressed communications within the University the Union may use campus mail. Union representatives may have reasonable access to departmental mailboxes of bargaining unit members for the purpose of distributing notices and other Union communications.
2. For the purposes of access to and charges for University facilities and services, the Union will be afforded the same services and at the same costs as provided the other unions and employee associations, unless otherwise noted.
3. At all University campuses, access to facilities is as noted below:
 - a. Meeting rooms on request and as available, without cost for normal services;
 - b. In addition to the bulletin boards specified in B above, bulletin boards for the exclusive use of the TSSU shall be provided in mutually agreed locations;
 - c. Where a TSSU member's appointment requires work to be performed at location(s) other than the appointing department's campus, the department will direct their mail to a mail box at each campus or other location, as directed by the TSSU member.

Article 7: Union Information

A. Information to Employees

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

B. Copies of Collective Agreement

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

Article 8: Withdrawal of Services During Term of Agreement

- A. The Union shall not authorize a cessation of work, a refusal to work, a refusal to continue to work, or acts or omissions intended to restrict or limit performance by bargaining unit employees during the term of this Agreement.
- B. The University shall not declare or cause a closing of a place of employment, a suspension of work or a refusal to continue to employ a number of bargaining unit employees for the purpose of compelling or inducing employees to agree to conditions of employment.
- C. Refusal by any bargaining unit employee to cross a legal picket line shall not be considered conduct in violation of this Agreement. The parties agree that they will not coerce individuals in the matter of respecting or not respecting a legal picket line. Nothing in this Article shall limit the right of the Union to inform bargaining unit employees of their rights or of the terms of the Agreement. An employee who refuses to cross a legal picket line shall inform the Department and/or the Department Chair promptly of their decision.
- D. Salary will be suspended for the period during which an employee respects a picket line. Deductions from salary will be made as follows: one-tenth (1/10th) of biweekly rate deducted for each instructional day missed (under five (5)) and one-tenth (1/10th) of biweekly rate deducted for each day missed (if five (5) or more days missed). Payment of the associated scholarship shall not be suspended. Benefits will be suspended for this period unless an employee has made satisfactory arrangements to pay both the employer's and the employee's contributions.
- E. 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 their own duties is expected to carry out all the responsibilities related to their assigned duties.
- F. Nothing in this Article shall limit rights under Section 64 of the Labour Relations Code of British Columbia.

Article 9: No Discrimination and No Harassment

- A. The University and the Union agree that there shall be no discrimination exercised against any member of the bargaining unit in the application of this Agreement for reasons including but not limited to: race; colour; genetic characteristics; age; sex; marital status; family status; familial relationship to any person employed by the University except a person directly in charge of the execution of their duties; place of origin; ancestry; political affiliations or activities; citizenship; sexual orientation; gender identity or

expression; religious beliefs; place of residence; disabilities; pregnancy; nor by reason of their membership, non-membership or activity in the Union; criminal or summary conviction offense unrelated to their employment or intended employment; except for bona fide occupational requirements (BFOR). Discipline or dismissal for failure to fulfill teaching or teaching support responsibilities according to the terms of this Agreement shall not constitute discrimination.

- B. The University and the Union are committed to Employment Equity and furthering the progress of the University's Employment Equity program. The Employment Equity program will not abrogate collective agreement provisions between the University and the Union.

C. General Definitions

1. General Definition of Harassment

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

2. Harassment includes sexual harassment and any of the following shall constitute sexual harassment:
- a. unwanted sexual attention, sexual solicitation, or other sexually oriented remarks or behaviour made by a person who knows or ought reasonably to know that such action is unwanted;
 - b. implied or expressed promise of reward affecting one's employment for complying with a sexually oriented request;
 - c. implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.
3. Harassment includes personal harassment, and the following shall constitute personal harassment: behaviour directed towards a specific person or persons which serves no legitimate purpose and which would be considered by a reasonable person to create an intimidating, humiliating, or hostile work environment.

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

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

- E. When an employee has a harassment complaint and is seeking University action under section 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 within forty-five (45) days of the incident or awareness of the condition giving rise to the harassment complaint.
- F. Where an employee has initiated an employment related complaint under a University Harassment Complaint process, it may be converted to a grievance under Article 10 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.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 (1) step higher than it would otherwise commence.

- G. An employee may grieve the University's response to an employment related harassment complaint under Article 10.

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.C.2).

- H. Both parties recognize the right of employees to file complaints of employment-related harassment under either the grievance procedure in this agreement, or under any University harassment complaint process which may be made available to employees. Where a complainant or a respondent is identified as a bargaining unit member, the harassment resolution coordinator or designate shall inform them that employees have a right to Union representation for the duration of the harassment resolution process and, in the case of complainants, that another process is available to them under the Collective Agreement if the complaint is employment related.

Article 10: Grievance Procedure

A. General

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

informing the other party in writing of its decision to terminate.

11. Grievance settlements shall be applied retroactively to the date of the first incident giving rise to the grievance, unless an alternative settlement is mutually agreeable.
12. In this Article, and in Article 11 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. References to "working days" shall mean Monday to Friday, excluding University closure days, statutory holidays and those excepted above.
13. Termination of an individual's employment and thereby their membership in the bargaining unit, shall not affect their right to grieve a matter which occurred during the period they were a bargaining unit employee, but the time limits detailed in the grievance procedure shall still apply.
14. The University shall not dismiss or discipline an employee bound by this Agreement except for just cause.
15. At any meetings outlined in this Article another Union representative may substitute for the Shop Steward. When a Union representative who is not a Steward is to accompany an employee, the Union shall inform the University, in writing in advance, of the identity of that person and their responsibilities.
16. The Union or the University may bring additional representatives to any meetings outlined in Section C. of this Article provided reasonable notice of the identity of the person(s) is given to the other party.
17. Following the initiation of a grievance, the University and the Union agree, upon written request, to provide timely 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.
18. Grievances involving discipline may be initiated at Step I or Step II, with the mutual agreement of the Union and the University.

B. Problem Solving

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 their duties, or the Chair or their designate, in an attempt to resolve it.
2. However, before a potential grievance may be pursued to Step I of the Grievance process, the Chair must be informed of the issues by the employee or by the Union and given a reasonable opportunity to resolve the matter. In meetings with the Chair, the employee may be accompanied by a Shop Steward or any TSSU representative if they so desires.
3. At any stage of Problem Solving, either party may request that a mediator/facilitator assist the parties in seeking a resolution (see below).
4. Mediators: The parties will maintain a list of informal mediators/facilitators agreed to by both parties, who if requested will assist the individuals involved in the informal problem solving exercise. The role of the mediator/facilitator will be to draw out the facts, ensure that both parties have an opportunity to explain the issues and to assist the parties to reach a mutual agreement. Where agreement cannot be reached, the mediator/facilitator may recommend a non-binding solution.
5. Agreements: An agreement reached must be within the powers or authority of the individuals involved and cannot bind or oblige any other party. Any agreements reached at this level will not be relied on by any party as establishing a precedent, nor will it be prejudicial to either party's ability to apply or interpret the terms of the collective agreement. Copies of written agreements must be forwarded to the Department Chair, respective Dean, TSSU and the Associate Vice-President,

Human Resources.

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

C. Step I

1. Should the problem be unresolved, the employee may file a written grievance. Within the forty-five (45) days in A.7 above or following the provisions of the Problem Solving process the employee through the Union must present the grievance in writing to the Dean of the Faculty with copies to the Department Chair and Associate Vice-President, Human Resources. The grievance statement shall include the following:
 - a. a description of the grievance and the incident(s) from which the grievance arose,
 - b. an indication of the Article(s) alleged to have been violated,
 - c. the suggested remedy.
2. The Dean shall within fourteen (14) days of the filing of a notice of grievance meet with the employee who shall be accompanied by their Shop Steward and/or other Union representative.
3. 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 Associate Vice-President, Human Resources.
4. The grievor may authorize the Union to proceed with the grievance on their behalf.
5. Step I is complete when the Dean has forwarded their 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.

D. Step II

1. Within fifteen (15) working days of receipt of the notification to proceed to Step II, representatives from both parties to this Agreement shall meet 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) working days of the Step II meeting, signify in writing its desire to proceed to arbitration.

Article 11: Arbitration

A. General

1. Within ten (10) working days following the notice to proceed to arbitration the parties shall select an arbitrator. In the event that the parties are unable to agree on an arbitrator within the ten (10) working days, the parties may mutually agree to extend the time limit, or either party may make application to the Director Collective Agreement Arbitration Bureau to appoint an arbitrator.
2. Within ten (10) working days of the Notice to Proceed to Arbitration being given, the parties shall exchange written explanations of their positions on the grievance.
3. Except in the event of a strike or lockout at the University, all hearings shall, wherever reasonably possible, be conducted at the University at a location other than the Administration Building.

B. Powers, Duties and Authority

1. An arbitrator, or Arbitration Board, shall convene a hearing as soon as reasonable following their appointment.

2. The decision of the arbitrator, or Arbitration Board, shall not be contrary to the conditions of this agreement and shall not amend this Agreement. The decision shall be binding upon both parties.

C. Time-off to Attend

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

D. Arbitration Board Option

Either party may elect to have a grievance be heard by a three person Arbitration Board, rather than a single arbitrator. No person involved directly in the grievance shall be a member of the Arbitration Board. The following shall apply to the selection of the Arbitration Board, in place of those timelines indicated in Article 11.A:

1. within ten (10) working days following the notice to proceed to arbitration each party shall name their nominee to the Arbitration Board; and
2. within ten (10) working days the two (2) nominees to the board shall meet and nominate an arbitrator to serve as the Chairperson.

E. Expenses

1. Each party shall pay one-half (1/2) of the expenses of the Arbitrator or Chairperson.
2. Where applicable, each party shall bear the fees and expenses of its own nominee to an Arbitration Board.
3. There shall be no cost for the use of University facilities.

Article 12: Academic Decisions, Requirements and Freedom

- A. The parties recognize that many individuals within the bargaining unit have another relationship (that of student) with the University and agree that this Agreement applies only to the terms and conditions of bargaining unit employment.
- B. Academic Decisions are the exclusive prerogative of the University and its faculty members.
- 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.
- D. Academic Conflict: 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.
- E. 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. Requests for time off under this section must be:
 1. submitted in writing no later than one (1) week after the date when the thesis defence schedule was submitted to the Dean of Graduate and Postdoctoral Studies; and
 2. authorized by the Chair or their designate.
- F. 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.

- G. 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.
- H. Specifically, academic freedom ensures:
1. freedom in the conduct of teaching;
 2. freedom in undertaking research and publishing or making public the results thereof;
 3. freedom from institutional censorship.
- I. 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.
- J. 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.
- K. 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.

Article 13: Teaching Assistants

A. Definitions

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

B. Qualifications

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

C. Duties and Responsibilities

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

course.

2. A Teaching Assistant is responsible for assigned instruction, usually in a classroom or laboratory setting, and/or for such related tasks as may be assigned or required by the Department Chair or their designate (usually the Course Supervisor) for the effective conduct of these duties. These related tasks shall include (but are not limited to) such of the following as may be assigned at the outset or during the term of the appointment:
 - a. attendance at such orientation, planning and coordinating meetings as may be scheduled for staff in the course.
 - b. attendance at the lectures and other sessions of instruction in the course.
 - c. regular consultation with the faculty member or other person responsible for the course.
 - d. preparation for the instruction to be given in the tutorial, laboratory or other setting.
 - e. preparation of handouts, problem sets, quizzes, exams and other materials.
 - f. marking of assignments assigned to the Teaching Assistant and the assigned portion of the work submitted by students in the course generally, e.g. the midterm exam, final exam or equivalent, the marking of which may be shared among the TAs assigned to the course. The Teaching Assistant will receive guidance, supervision and involvement from the Course Supervisor. The Course Supervisor will be responsible for final grades and grading practices.
 - g. consultation with students registered in the course or courses to which the TA is assigned, including both the maintenance of regularly scheduled and posted times for such consultation and a reasonable amount of informally scheduled consultation if necessary. Consultation may include electronic communication.
 - h. such other related duties as may be assigned, e.g. development or adaptation of audio visual material, preparation of experiments, participation in field trips.
 - i. occasional substituting for other members of the teaching or teaching support staff including the necessary related tasks.
3. The person who has responsibility for the course shall:
 - a. outline at the outset of the course the duties and responsibilities of the teaching support staff assigned to the course.
 - b. review the evaluation form and evaluative criteria with the Teaching Assistant at the beginning of the semester. The basic evaluation form for Teaching Assistants is found in Appendix E.

If a Teaching Assistant is unclear about the nature of their responsibilities, they should contact the person in charge of the course and clarify the expectations. See Article 13.E. for workload reviews.
4. The person who has responsibility for the course shall endeavour to consult with the Teaching Assistant before changing marks assigned by her/him.
5. A Teaching Assistant shall conduct themselves in a responsible and ethical manner in the performance of their duties and in their relations with students and staff.
6. A Teaching Assistant shall not discriminate against any student on any of the grounds named in Article 9, "No Discrimination and no Harassment".
7. Within the course outline, structure, and format determined by the person responsible for the course, employees in the bargaining unit are entitled to encourage critical thought and freedom of discussion among their students. This provision is subject to the limitations of Article 13.C.

D. Assignment and Compensation

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

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

If one or more of the factors affecting workload makes particularly slight or particularly heavy demands on a Teaching Assistant's time, the University shall endeavour to make compensatory adjustments on other factors to ensure that the hours required approach but do not exceed the guidelines stated in 3. and 4. below. Adjustments in workload after an appointment has been confirmed shall not result in a reduction in the total compensation received by an employee. The number of different courses to which a Teaching Assistant is assigned will also affect the hours they are required to work. Therefore, for each different course in which a Teaching Assistant is assigned regular classroom contact they shall be compensated for 1.17 base units beyond those defined in 3.b below.

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

- 2.
 - a. Assignment and compensation shall be expressed in terms of base units and the number of hours of work required for each base unit is expected to approach but not to exceed forty-two (42). (See Appendix B).
 - b. There are no hours of work associated with the additional 0.17 base unit for preparation. (See Appendix B).
 - c. To compensate for all statutory holidays which may occur in a semester, the total workload will be reduced by one point one (1.1) hours for each base unit assigned, excluding the additional 0.17 base unit for preparation, e.g. four point four (4.4) hours reduction for a 4.17 base unit appointment.
- 3. Except as noted, each of the following shall constitute one base unit:
 - a. the initial and ongoing preparation in a course in which a Teaching Assistant is assigned regular classroom contact (as in 1. above) shall constitute 1.17 base units. This is a general provision and some preparation time will be incorporated in the base units described in b.
 - b. a one hour tutorial (or equivalent, cf. 4. below) each week for a semester and all related duties assigned or required for the effective conduct of the tutorial (or equivalent). One (1) base unit for additional preparation when a Teaching Assistant is assigned to a "Writing Intensive" ("W") course.
 - c. when a Teaching Assistant is assigned no direct classroom contact, one (1) base unit shall comprise an amount of marking or other duties related to instruction estimated to approach, but not exceed forty-two (42) hours to perform.

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

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

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

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

3 x 2 hour tutorials - Geography

3 x 2 hour labs - Psychology, Geography

3 x 1.5 hour tutorials – English

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

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

For the purposes of this Article a new equivalence will be deemed to have been created if a Department creates a new course or changes an existing course which:

- i. does not comply with Article 4.a or b (above); or
 - ii. is an equivalency that has not been in use for other courses within that Department.
5. The assignment given a GTA will not normally be fewer than three (3) or more than seven (7) base units and the most common assignment will normally be five (5) or six (6) base units.
 6. Compensation shall be inclusive of all the duties and responsibilities assigned to and performed by a Teaching Assistant during the term of the appointment and an increase in workload beyond the number of base units assigned will result in a commensurate increase in remuneration.
 7. Assigned substituting within a course for a week or less during the course of a semester in duties comparable to those already assigned will normally be considered to fall within the duties of an employee and will not result in additional compensation. If it is appropriate and feasible, arrangements may be made to exchange duties. Substitution shall not constitute an unreasonable burden on the employee.
 8. Subject to the approval of the Department Chair and the employee, the employee may be asked to give one or two lectures for the person responsible for the course and, if it is feasible, arrangements will be made to exchange duties to accommodate such a request.
 9. Substitution beyond the limits specified in 7 and 8 above must be acceptable to the Department Chair and to the Teaching Assistant, and the Teaching Assistant shall be compensated in full or fractional base units commensurate with the duties assigned.
 10. An increase in the number of base units assigned will result in an appropriate increase in remuneration.
 11. Should a Teaching Assistant work beyond the four (4) month term of appointment as in the case of a deferral or appeal, additional compensation shall be prorated at an hourly rate appropriate to their classification. The number of hours to be undertaken shall be determined by mutual agreement of the employee and Department Chair.

E. Tutorial Size, Workload Reviews and Time Use Guidelines

1. The basic Time Use Guideline (TUG) appears in Appendix C. Departmental forms may contain other job related details, but must include the elements of the basic Time Use Guideline.
2. Departments will send out Time Use Guidelines to each Course Supervisor and will require their use when establishing the required duties and responsibilities as outlined in Article 13.C. Establishment of the duties will take into account several factors including, but not limited to: tutorial or lab size; number of marking assignments; midterm examinations and final examinations; introduction of new texts and/or new software; and preparation time. Where a Teaching Assistant is required to use course specific software or technology with which they have no previous experience or training, the Course Supervisor shall allocate a reasonable amount of time, up to seven (7) hours in the Time Use Guidelines for preparation related to learning to use the software or technology. Additional hours may be allocated where mutually agreed to by the Course Supervisor and the TA, and upon departmental approval.

The Course Supervisor shall complete these forms during the first week of classes each semester in consultation with the Teaching Assistant. The Teaching Assistant is entitled to suggest amendments to the assigned times for the various activities. The Course Supervisor shall provide, on the Time Use Guideline, a guideline of the approximate length of time expected to be devoted to each major activity, e.g., classroom contact, marking, office hours, and electronic communication. The provisions of Article 13.D.3 regarding individual variances will apply.

3. All TA assignments will be reviewed by the Course Supervisor to assess that the workload will not by semester end, exceed the maximum hours of work provided as follows:
 - a. Prior to the end of week five (5), Departments shall remind Course Supervisors and Teaching Assistants that Course Supervisors are required to conduct a workload review (Workload Review Form in Appendix C).
 - b. The Course Supervisor will conduct the workload review in consultation with the Teaching Assistant in a timely manner so as to ensure that the course is sufficiently advanced to assess the workload. The Course Supervisor will advise the Teaching Assistant of the result of the review, and the Department will retain the copy of the completed review form until the conclusion of the following semester.

Where the Course Supervisor concludes that the workload required will, by semester end, exceed the total workload hours of the appointment, then it will be necessary to either reduce the workload, where possible, or provide additional compensation. The Department Chair shall promptly advise the Teaching Assistant of the results and reasons of decision in writing, with a copy to the Union.

After receiving the results of the workload review, the Teaching Assistant can request a meeting with the Department Chair to discuss the review. The Teaching Assistant has the right to be accompanied by a Union representative at that meeting if they so wish.

4. The University will supply the TSSU with copies of the end of week three (3) enrollment data from the Registrar as soon as such information is available.
5. Teaching Assistants are encouraged to review their workload with their Course Supervisor on a regular basis. It is acknowledged that adjustments to the hours assigned to any one factor may be necessary, with the provision that there may be compensatory adjustments on other factors to ensure that the hours required approach but do not exceed the maximum hours per base unit assigned. The Course Supervisor must be aware of and approve any such reallocation. Early identification and consultation regarding workload concerns affords both the Teaching Assistant and the Course Supervisor a better opportunity to resolve problems. This is especially important where the Teaching Assistant believes that they cannot complete the work required by the Course Supervisor within the assigned hours. A Teaching Assistant who, after consulting with the Course Supervisor still reasonably believes that the workload required by the Course Supervisor will exceed, by semester end, the maximum of forty two (42) hours per base unit assigned, may submit a written request for a review to the Department Chair, at the earliest opportunity, outlining how the workload required by

the Course Supervisor will exceed the assigned base unit total. The parties acknowledge that such requests do not constitute a criticism of the Course Supervisor or the Department Chair, but are a legitimate part of the ongoing monitoring of the Teaching Assistant workload.

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

6. The Department Chair shall review the workload within ten (10) days of the written request. If found excessive, the workload shall be reduced accordingly, or, with the agreement of the employee, the compensation increased accordingly. The Department Chair will advise the Teaching Assistant of the results and reasons in writing, with a copy to the Union.
7. A Teaching Assistant who believes they has been required to exceed and has exceeded the total hours maximum for the base unit assigned may grieve for the appropriate increase in compensation. Such a grievance shall not be prejudiced by any workload review.
8. Where a TA or the Union believes there is a workload issue in a specific course, the Union may request a copy of the Time Use Guideline and/or the Workload Review for that course by notifying the department in writing. Upon receipt of the written request, the department shall provide a copy to the Union of the Time Use Guideline and/or the Workload Review within ten days.

F. Appointment Priority

1. Teaching Assistants may be appointed to fill teaching support positions only when faculty members are unavailable. Faculty members and full time employees of the University are not Teaching Assistants. However, no appointment of a Sessional Lecturer I may be made if there is a qualified graduate student within the first priority group (specified in F.3.) available for appointment as a GTA.
2. Priorities are based on the following principles:
 - a. teaching-related experience in their field of study can be of value to a graduate student both in their studies and in their preparation for a career.
 - b. the provision of teaching-related employment is an element in the University's financial support of its graduate students.
- 3.1 a. In hiring Teaching Assistants, departments shall give priority to the applicants in the following order:
 - (i) Graduate students registered in the department
 - (ii) Graduate students registered in other departments
 - (iii) Undergraduate Teaching Assistants (UTA) or External Teaching Assistants (ETA)
- b. Prior to appointing a Teaching Assistant from applicants in (ii) or (iii), the department must have provided at least a five (5) base unit appointment to those applicants in (i). Subsequently the same will be applied to those applicants in (ii) prior to appointing a Teaching Assistant from applicants in (iii). If any graduate student requests less than five (5) base units, then fulfilling that request will be sufficient to comply with this requirement.

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

- 3.2 Departments must establish a detailed priority system for use in any selection between applicants within a priority group as outlined in Article 13.F. The detailed department priority system will include a statement that if an assignment within a priority group requires a selection between applicants, the graduate student without financial support from merit based scholarships or merit based fellowships during the semester of appointment with a value equal to at least a 5.17 base unit appointment, will have priority for the appointment. Departments must post the detailed priority

system by the end of the eighth (8th) week of the semester prior to its implementation and keep it posted in a prominent location on the job posting portion of the departmental website. The Department shall forward to the Union office a copy of any such system at the time it is first posted and each time it is amended. Any exceptions to this procedure shall be by mutual consent of the parties.

4. a. If a Graduate student indicates in writing a desire to TA in their department, they will be deemed to have applied for all available TA positions in the relevant semester. Such Graduate students will not be required to apply for specific appointments, but may indicate their preferences for particular courses.
 - b. Graduate students from outside the department must apply in writing and indicate the courses to which they are applying; they may indicate any preferences for particular courses.
5. If Teaching Assistant positions become available after the initially posted positions in the department have been assigned, the department will notify all graduate students registered in the department, via email. In addition, the position will be posted on the central posting system in accordance with the last paragraph of Article 18.
6. Qualified graduate students who have been allocated less than five (5) base units in a given semester who apply specifically for these new positions, will have priority for additional base units up to five (5). These positions shall be assigned in accordance with Article 13.F 3 and 4, recognizing the exceptions provided in 13.F 7.
7. a. The parties recognize the existence of a limited number of courses for which special qualifications or professional or technical experience are important elements in determining a person's level of competence for performing tutorial or laboratory teaching support duties. The Labour - Management Committee will be the forum for discussion of the circumstances requiring such qualifications or experience.
 - b. When such positions are posted the posting shall include the special qualifications or experience expected.
 - c. Among candidates with equal qualifications the priorities stated in 3 shall apply.
8. Failure to give timely acceptance of an offer of appointment may result in loss of priority for that semester. 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 18.
9. The appointing department shall make all reasonable efforts to apply candidates' stated preferences when appointments and assignments are made.

G. Term of Appointment

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

H. Re-employment as a Teaching Assistant

1. To be considered for re-employment, a graduate or undergraduate Teaching Assistant must maintain satisfactory performance as a Teaching Assistant.
2. The re-employment of Teaching Assistants will also depend upon the needs and budget resources of the University.

For position posting, offers of employment and conditional upon enrollment see Articles 18 and 19.

Article 14: Sessional Instructors

A. Definitions

1. A Sessional Instructor is a bargaining unit employee who is appointed for a semester to teach a credit course. The appointment to teach a credit course normally requires some or all of the preparation of the course, the major responsibility for the presentation of course material, consultation with students and the assignment of grades.
2. Part-time and full-time Faculty (and visiting and limited term Faculty) holding the rank of Lecturer, Instructor, Assistant Professor, Associate Professor, or Professor are not Sessional Instructors. Persons who are employed full-time by the University outside the bargaining unit and who are, in addition, appointed to teach are not Sessional Instructors.

B. Qualifications

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

C. Duties and Responsibilities

1. A Sessional Instructor shall be responsible to the Department Chair or designate for the teaching of the course to which they are assigned and for all the related duties which may be assigned or required for the effective conduct of the teaching duties.
2. In some cases a Sessional Instructor may be expected to develop and submit such items as a course outline or textbook order in advance of the semester or to assist in following up a grade appeal or the clearing up of a deferred grade after the end of the semester.
3. With respect to the presentation of a course, a Sessional Instructor will be informed by the Department Chair or their designate of the limitations, if any, placed on them in such matters as course outline, selection of texts, reading lists, assignments, grading, and the use of software. Where the use of specific and/or specialized software is identified as a requirement for the course, such notification shall occur with the offer of employment.
4. Within the scope of the course taught, and of specific limitations established from time to time by the department or by the Chair, a Sessional Instructor shall be free to present material and information related to the subject matter of the course in a manner they deem appropriate, to make independent comment, and to encourage critical judgment by students.
5. A Sessional Instructor who is assigned teaching support staff to assist in the course for which they are responsible shall be required within such guidelines as may be provided by the Department Chair to outline the duties and responsibilities of each such member of the teaching support staff at the outset of the semester.
6. A Sessional Instructor shall conduct themselves in a responsible and ethical manner in the performance of their duties and in their relations with students and staff.
7. A Sessional Instructor shall not discriminate against any student on any of the grounds named in Article 9 "No Discrimination and No Harassment".

D. Compensation

1. Compensation for Sessional Instructors is based on the assigned weekly contact hours of lecture, seminar and/or tutorial or equivalent (as defined in Article 13 Teaching Assistants).
2. For each different course for which they are responsible, a Sessional Instructor will be paid the amount of 1.25 weekly contact hours of compensation for preparation, plus one (1) weekly contact hour of compensation for each assigned weekly contact hour of lecture, seminar and/or tutorial or equivalent. In some cases, after consultation with the Sessional Instructor, the department may determine that different or additional preparation, instructional techniques, software, or texts etc.

are necessary. The Department Chair will then meet with the Sessional Instructor to determine the appropriate level of additional compensation and include the appropriate compensation at the time that the appointment is offered. If the department determines that such additional work is warranted after the course has begun, the department in consultation with the Sessional Instructor will establish an appropriate date for the commencement of such additional contact hour payments. The Sessional Instructor is entitled to Union representation at such meetings, if they so desire.

3. Should a Sessional Instructor work beyond the end of week one (1) of the following semester, additional compensation shall be paid at an hourly wage rate equivalent to that of a GTA 2 salary and scholarship.
4. If a Sessional Instructor is assigned duties in a course for which they are not responsible, they will be compensated for those duties on the same basis as a Teaching Assistant would be compensated.
5. In certain specific instances, equivalents other than those stated in the Agreement have been established. The University shall inform the Union of the equivalents which have been established and when the establishment of other such equivalents is anticipated the University shall notify the Union promptly and shall place the matter on the agenda of the Labour - Management Committee.

E. Employment Priority

1. A Sessional Instructor may be appointed only when no faculty member is available to undertake the teaching responsibilities.
2. Except as modified below, all Sessional Instructors shall be hired on the basis of written applications and open competitions. If after such consideration two (2) or more applicants for an appointment are qualified, the one with the most seniority shall be appointed. Seniority will be based on the number of semesters the applicant has taught as a Sessional Instructor or as a faculty appointment, commencing with the first appointment as a Sessional Instructor.

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

3. It is recognized that teaching related experience in their field of study can be of value to a graduate student or postdoctoral fellow. Therefore, each department may invoke a right to hold in reserve certain Sessional Instructor positions for Graduate Students and Postdoctoral Fellows, as provided herein:
 - a. This reserve shall consist of up to twenty five (25) percent of the appointments within a given department that may be reserved for and awarded to qualified Graduate Students or Postdoctoral Fellows;
 - b. The number of such appointments shall be calculated based on the number of Sessional Instructor positions in the yearly teaching plan for each department. Any fractions are to be rounded up to the nearest integer;
 - c. Appointments to the Reserve Sessional Instructor positions shall be provided to qualified Graduate Students and Postdoctoral Fellows first; however, in the event that the positions are not filled therefrom, they shall be released for appointment to any qualified applicant as per this Article;
 - 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;
 - 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.

4. All positions must be posted according to Article 18 Postings.
5. Seniority shall be lost when a Sessional Instructor:
 - a. is terminated for just cause, unless the Sessional Instructor is subsequently reinstated through the grievance procedure;
 - b. does not receive a teaching appointment within twenty four (24) months of the end date of their most recent appointment;
 - c. voluntarily resigns.
6. Semesters spent on maternity/parental leave will count for the purposes of seniority accrual as if one course were taught each semester.
7. Timely refusal of an offer of appointment shall not prejudice future employment at the University.

F. Term of Appointment

1. The term of appointment of a Sessional Instructor shall normally be four (4) months less a day or in Intersession or Summer Session, two (2) months.
2. If, at the time an appointment is being made for one (1) semester, an appointment for a subsequent semester is also approved, the offer of appointment may include both semester appointments.
3. Individuals who have taught an average course load equivalent to four (4) courses per year over four (4) years, shall be offered a Limited Term Lecturer position, with an appointment ranging from 50% - 100% for a minimum of one year. The calculation of the average course load equivalent may include courses taught while a graduate student, but a graduate student may not be offered a Limited Term Lecturer appointment of more than twelve (12) months.

- G.** For position posting, offers of employment and conditional upon enrollment see Articles 18 and 19.

Article 15: Distance Education Tutor/Marker

A. Definitions

1. A Tutor/Marker is a bargaining unit employee who is appointed for a semester to provide assistance with instruction and advice to students in a distance education credit course, to mark the assignments submitted by the students in the course and provide feedback to the students. A Tutor/Marker shall be responsible to the Course Supervisor.
2. There are four categories of Tutor/Marker:
 - a. Graduate Tutor/Marker 1 (GTM 1). A GTM 1 must be registered at Simon Fraser University for a master's degree or as a qualifying student in a master's program.
 - b. Graduate Tutor/Marker 2 (GTM 2). A GTM 2 must be registered at Simon Fraser University for a doctoral degree or as a qualifying student in a doctoral program.
 - c. Undergraduate Tutor/Marker (UTM). A UTM must be registered at Simon Fraser University in a program leading to teacher certification, a diploma or a bachelor's degree.
 - d. External Tutor/Marker (ETM). An ETM is a person who is not otherwise a full-time employee of the University and who is not a student in any of the categories referred to in a, b or c above.

B. Qualifications

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

2. A Tutor/Marker shall be competent in oral and written English.
3. Normally, an external Tutor/Marker's qualifications shall include a bachelor's degree or appropriate certification and some teaching experience.

C. Duties and Responsibilities

1. Within such limits as may be established by Senate it is the prerogative of the department and/or responsible Course Supervisor to determine or to change the structure, format and instructional methods in any course.
2. A Tutor/Marker is responsible for assigned instruction in a distance education course, and/or such related tasks as may be assigned or required by the Department Chair or their designate (usually the Course Supervisor) for the effective conduct of these duties. These related tasks shall include (but are not limited to) such of the following as may be assigned at the outset or during the term of the appointment:
 - a. The Tutor/Marker will consult with the Course Supervisor in order to discuss specific instructional information and guidance related to the course and the guidelines for marking assignments and providing feedback to students. The Tutor/Marker will also consult with the Course Supervisor over any problems which arise during the semester in relation to the course. The responsibilities of the Tutor/Marker will be specified by the Course Supervisor.
 - b. The Tutor/Marker will attend an orientation meeting scheduled by the Centre for Online and Distance Education, by the eighth calendar day of the semester. Tutor/Markers shall be entitled to include the Orientation time as part of the initial preparation time of their appointment and shall be notified of this. For the Fall and Spring semesters, time at orientation shall be considered part of the six (6) hours of Professional Development and Orientation under Article 25.M. The Union will be informed of the time and place of the meeting at least one (1) week in advance, and will be allocated up to thirty (30) minutes to make a presentation.
 - c. The Tutor/Marker will establish at least two (2) office hours per week for consultation with students: one will be during the normal week-day office hours and the other should be during evening hours. Consultation may include face to face, telephone and/or electronic communication.
 - d. The Tutor/Marker will make all reasonable efforts to establish communication with each within the first two (2) weeks of the semester and will report any difficulty in this regard to the Director of the Centre for Online and Distance Education. Failing such contact the Tutor/Marker will send out a prepared form letter.
 - e. If the Tutor/Marker is unable to answer any question related to the operation of the course they will relay the question to an employee of the Centre for Online and Distance Education.
 - f. The Tutor/Marker will attempt to answer all student questions related to the academic content of the course and will prepare themselves to discuss issues arising from the course. If requested, the Tutor/Marker will provide recommendations to students for additional readings.
 - g. The Tutor/Marker will mark the assignments for a distance education course for the students assigned to her/him and provide feedback to each student on each assignment marked. The Tutor/Marker may also be required to mark the final exam and the mid-term(s) and tests, and to provide the Course Supervisor with the marks assigned to each student. After consultation with the Course Supervisor and the Director of the Centre for Online and Distance Education, the Tutor/Marker may initiate or be required to initiate a tape or letter for all students assigned to her/him identifying assignment problems, or misinterpretations.
 - h. The Tutor/Marker will provide the Director of the Centre for Online and Distance Education with a copy of the midterm (where applicable) and final exam grades.
 - i. The Tutor/Marker will complete and submit a report assessing their experience with the course in the form requested by the Director of the Centre for Online and Distance Education.

- j. In some cases a Tutor/Marker may be expected to assist in following up a grade appeal or in clearing up a deferred grade after the end of the semester.
- k. The Course Supervisor shall endeavour to consult with the Tutor/Marker before changing marks assigned by her/him.
- l. The Tutor/Marker shall conduct herself/himself in a responsible and ethical manner in the performance of their duties and in their relations with students and staff.
- m. The Tutor/Marker shall not discriminate against any student on any grounds named in Article 9, "No Discrimination and No Harassment".

D. Assignment and Compensation

1. A TM Assignment will include base units for each of the following that apply:
 - a. Two and seventeen one-hundredths (2.17) base units for preparation and tutoring for each separate course for which the Tutor/Marker is assigned duties and responsibilities.
 - b. One (1) base unit for tutoring and marking for the first increment of up to twenty (20) students enrolled in a specific course for which the Tutor/Marker is assigned duties and responsibilities at the end of the third (3rd) week of classes.
 - c. One-fourth (1/4) base unit for each additional increment of up to five (5) students enrolled in a specific course for which the Tutor/Marker is assigned duties and responsibilities at the end of the third week of classes.
 - d. Assigned base units in the initial contract of employment will be based on enrolment at the end of the registration release period, less three quarters (0.75) of a base unit.
 - e. Once enrolment is confirmed at the end of Week 3, pay for the Tutor Marker will be adjusted up where necessary to compensate for the total number of students enrolled in the course for which the Tutor Marker is assigned duties and responsibilities.
 - f. Base units are intended to approximate forty-two (42) hours of work per semester. The number of hours of work required for each base unit is expected to approach, but not exceed forty-two (42) per semester.
 - g. There are no hours of work associated with the additional 0.17 base unit for preparation.
 - h. To compensate for all statutory holidays which may occur in a semester, the total workload will be reduced by one point one (1.1) hours for each base unit assigned, excluding the additional 0.17 base unit for preparation, e.g. four point four (4.4) hours reduction for a 4.17 base unit appointment. The definition of base units is only an approximation of the time required for duties assigned since the actual hours may be affected greatly by differences in the expertise and experience of the employees and even by differences in style and approach to aspects of the work.
2. Compensation shall be inclusive of all the duties and responsibilities assigned to and performed by a Tutor/Marker during the term of the appointment and an increase in workload beyond the number of base units assigned will result in a commensurate increase in remuneration. Adjustments in workload after a Tutor/Marker has been appointed shall not result in a reduction in the total compensation received by an employee.
3.
 - a. Substituting within a course for a week or less during the course of a semester in duties comparable to those already assigned will normally be considered to fall within the duties of an employee and will not result in additional compensation. If it is appropriate and feasible, arrangements may be made to exchange duties. Substitution shall not constitute an unreasonable burden on the employee. Such substitution shall occur only when acceptable to the Course Supervisor and the Director of the Centre for Online and Distance Education.
 - b. Substitution beyond the limits specified in 3.a. above must be acceptable to the Department Chair, the Director for the Centre for Online and Distance Education and to the employee. The

employee will be compensated in full or fractional base units commensurate with the duties assigned.

4. The University shall pay the costs of any long distance or collect calls that the Tutor/Marker incurs for the purposes of assisting distance education students assigned to her/him.
5. Should a Tutor/Marker work beyond the four (4) month term of appointment as in the case of a deferral or appeal, additional compensation shall be prorated at an hourly rate appropriate to their classification. The number of hours to be undertaken shall be determined by mutual agreement of the employee, Department Chair and Director of the Centre for Online and Distance Education.

E. Time Use Guidelines

1. The basic Time Use Guideline (TUG) appears in Appendix F.
2. The Centre for Online and Distance Education will send out Time Use Guidelines to each Course Supervisor and will require their use when establishing the required duties and responsibilities as outlined in Article 15.C. 2.
3. Establishment of the duties will take into account several factors, including but not limited to, number of students, number of marking assignments, midterm examinations and final examinations, introduction of new texts and/or software, preparation time, and administrative duties. Where a Tutor Marker is required to use course specific software or technology with which they have no previous experience or training, the Course Supervisor shall allocate a reasonable amount of time (up to seven (7) hours) in the Time Use Guidelines for preparation related to learning to use the software or technology. Additional hours may be allocated where mutually agreed to by the Course Supervisor and the TM, and upon departmental approval. The Course Supervisor should complete these forms during the first week of classes each semester and consult with the Tutor Marker. The Tutor Marker is entitled to suggest amendments to the assigned times for the various activities. The Course Supervisor is expected to provide on the Time Use Guideline a guideline of the approximate length of time expected to be devoted to each major activity, e.g. marking, and office hours/student consultation. Where the Tutor Marker is also the Course Supervisor for the course, the Chair of the Department will complete the Time Use Guideline in consultation with her/him.

The provision of 15.D.1.f. regarding individual variances will apply.

4. a. Prior to the end of week five (5), the Centre for Online and Distance Education will remind Course Supervisors and Tutor/Markers that Course Supervisors are required to conduct a workload review (Workload Review Form in Appendix F). The Course Supervisor, in consultation with the Director of the Centre for Online and Distance Education and the Tutor Marker, will conduct the workload review in a timely manner, so as to ensure that the course is sufficiently advanced to assess the workload, and will advise the Tutor Marker of the result of the review and provide a copy to the Tutor Marker. If found excessive, the workload shall be reduced accordingly, or, with the agreement of the Tutor Marker, the compensation shall be increased accordingly. The Centre for Online and Distance Education shall promptly advise the Tutor Marker of the results and reason of the decision in writing, a copy to be sent to the Union. After receiving the results of the workload review, the Tutor Marker can request a meeting with the Department Chair and Director of the Centre for Online and Distance Education to discuss the review. The Tutor Marker has the right to be accompanied by a Union representative at that meeting if they so wish.
- b. Upon request of a Tutor Marker who reasonably believes that their total workload will exceed by semester end the maximum of forty-two (42) hours per base unit assigned, the Director of the Centre for Online and Distance Education in consultation with the Course Supervisor and the Tutor Marker shall review their workload within ten (10) days. If found excessive, the workload shall be reduced accordingly, or, with the agreement of the Tutor Markers, the compensation shall be increased accordingly. The Centre for Online and Distance Education shall promptly advise the Tutor Marker of the results and reason of the decision in writing, with a copy to be sent to the Union. After receiving the results of the workload review, the Tutor Marker can

request a meeting with the Department Chair and Director of the Centre for Online and Distance Education to discuss the review. The Tutor Marker has the right to be accompanied by a Union representative at that meeting if they so wish.

5. A Tutor Marker who believes they has been required to exceed and has exceeded the total hours maximum for the base unit assigned may grieve for the appropriate increase in compensation. Such a grievance shall not be prejudiced by any workload review.
6. Where a TM or the Union believes there is a workload issue in a specific course, the Union may request a copy of the Time Use Guideline for that course by notifying the department in writing. Upon receipt of the written request, the department shall provide a copy to the Union of the Time Use Guideline within ten days.

F. Appointment Priority

1. A Tutor/Marker may be appointed to undertake the responsibilities specified above only when a faculty member is not available to do so.
2. In hiring Tutor/Markers, departments shall give priority to qualified applicants to be appointed as outlined for Teaching Assistants in Article 13.F. For the application of this particular clause (i.e. 25.F.3) the words "Teaching Assistant" in 13.F shall be read as "Tutor Marker".

G. Term of Appointment

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

H. Re-employment as a Tutor/Marker

1. To be considered for re-employment, a graduate or undergraduate Tutor/Marker must maintain satisfactory performance as a Tutor/Marker.
2. The re-employment of Tutor/Markers will also depend upon the needs and budget resources of the University.

I. Supervisor

1. If a person other than a full-time employee of the University is appointed as Supervisor of a distance education credit course, the appointment shall be within the bargaining unit. Such an appointment may be in addition to an appointment as a Distance Education Tutor/Marker and if so shall entail additional remuneration. Distance Education Supervisors shall not be responsible under this appointment for the design of the course or the development of course materials.
2. The Course Supervisor shall be responsible to the Department Chair or their designate for overseeing the operation of the course during the term of appointment. Course Supervisor responsibilities shall include but not be limited to the following:
 - a. assisting Tutor/Markers with the course material and with any problems which arise;
 - b. consulting with Tutor/Markers regarding instructional information and guidelines for marking assignments and providing feedback to students;
 - c. responding to inquiries from Tutor/Marker on behalf of students;
 - d. preparing examinations as requested by the Centre for Online and Distance Education;
 - e. being responsible for overseeing grading policy and assigning and submitting the final grades for students in the course;
 - f. endeavouring to consult with the Tutor/Marker before changing marks assigned by the Tutor/Marker.
3. The Supervisor shall conduct herself/himself in a responsible and ethical manner in the performance of their duties and in their relations with students and staff.

4. The Supervisor shall not discriminate against any student on any grounds named in Article 9 "No Discrimination and No Harassment".
- J. For position posting, offers of employment and conditional upon enrollment see Articles 18 and 19.

Article 16: Graduate Facilitators

Common clauses: all but 13, 14, 15, 17, 19 and 27.M

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;
 - 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 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 18. 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 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.

Article 17: English Language and Culture, Interpretation and Translation Program, and International Teaching Assistants Instructors

Common Clauses: all but 13, 14, 15, 16, 17, 18, 26

A. Job Opportunities

1. The University shall fill vacant continuing positions in the ELC/ITP/ITA program with part-time continuing, laid off and/or temporary employees, prior to hiring new employees.
2. Consideration for continuing positions in the ELC/ITP/ITA program shall be based equally on ability, qualifications and seniority.
3. The University shall fill vacant continuing positions in the ELC/ITP/ITA program with applicants, giving primary consideration to the ability and qualifications of those applicants. If after such consideration two or more applicants for a position are considered to have equal ability and qualifications, the one with the most seniority shall receive the position.
4. In the assignment of the instructional contact hours for a particular term, the University will ensure,

as far as possible, that the maximum number of hours available and requested by each employee is assigned on the basis of seniority. The process of determining seniority based instructor assignments to courses may be varied by mutual agreement between the University and the Union.

B. Job Postings

1. Vacancies for all positions in the ELC/ITP/ITA program will be posted in prominent places in the department, such as the ELC/ITP/ITA bulletin board, as well as the central website used for other TSSU postings. The posting will be for at least ten (10) working days prior to hiring. A copy of the posting will be sent to the Union Office.
2. This posting will include the specific job title, outline of the job duties, the salary range and a list of the minimum qualifications and recommended qualification that will be used to determine whom to hire. In addition, a statement will be included to advise applicants that the University is committed to the principle of equity in employment.
3. A copy of all job postings will be sent to those employees on the laid off list.
4. An applicant who has been unsuccessful in obtaining a continuing position may request reasons why she/he was unsuccessful. Upon receipt of such a written request, within fourteen (14) calendar days, the Department will provide a brief explanation why the applicant was unsuccessful. This time limit may be extended by mutual written agreement of the parties.

C. English Language and Culture / Interpretation and Translation Program / International Teaching Assistant Instructors

1. Definitions
 - a. An ELC/ITP/ITA Instructor is a bargaining unit employee appointed to teach non-credit courses in the English Language and Culture/Interpretation and Translation/International Teaching Assistant Program.
 - b. The University hires ELC/ITP/ITA Instructors in the following categories: continuing full-time, continuing part-time or temporary:
 - i. A continuing full-time instructor shall mean an employee hired with no predetermined termination date who works a minimum of 35 hours per week and at least 40 weeks per year.
 - ii. A continuing part-time instructor shall mean an employee hired with no predetermined termination date who works less than 35 hours per week and at least 40 weeks per year.
 - iii. A temporary instructor shall mean an employee who has been appointed other than as noted above, hired with a predetermined termination date.

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

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

D. Qualifications

1. All ELC/ITP/ITA instructors hired prior to the ratification of this collective agreement are deemed to have qualifications and experience that are equivalent to or that exceed the minimum requirements.
2. Minimum qualifications for ELC instructors are:

- a. A graduate degree or within one year of completion of a graduate degree;
 - b. Knowledge of the language to be taught which is equivalent to that of a native speaker; and
 - c. Suitable experience or training in methods and techniques of instruction.
3. Minimum qualifications for bilingual ITP instructors are:
 - a. A graduate degree or undergraduate degree with at least five (5) years of related experience in translation and/or interpretation;
 - b. Knowledge of English and the foreign language to be taught which is equivalent to that of a native speaker of both languages; and
 - c. Suitable experience or training in methods and techniques of instruction.
 4. Prior to any change in the minimum qualifications for any instructional position in the ELC/ITP/ITA Program, the department will inform the Union specifying the proposed change and the reason for the change. Within ten (10) working days of such notification the Union may request to meet and discuss the proposed change. The purpose of the meeting is to hold constructive dialogue and reach a mutual agreement regarding the proposed change. No party will unreasonably withhold agreement to proposed changes.

E. Term of Assignment and Workload

1. Definition of terms:
 - a. Contact hours: instructional hours scheduled by the University. A maximum of fifteen (15) contact hours per work week (see 3 below) may be scheduled.
 - b. Non-contact hours: work hours not scheduled by the University, that constitute the balance of the standard full-time work week (see 3 below).
 - c. The standard full-time work week consists of a five day (5) work week and has a maximum duty period of thirty- five (35) hours per week. In no event shall a duty week require more than a maximum of fifteen (15) contact hours scheduled by the University.
 - d. The standard work year shall be understood to comprise forty (40) weeks of work.
 - e. The forty (40) weeks of work are referred to in 1.d and/or the standard full-time work week referenced to in 1.c may be extended for one or more instructors by mutual agreement of the instructor and the Director, in the event of operational requirements. In the event that an instructor works additional weeks, they shall be paid their regular contact hour rate and not overtime pay.
 - f. Assignments and workloads for part-time and temporary instructors will be established by pro-rating the standard full-time week outlined in 1.c.
 - g. Overtime:
 - i. Overtime will be worked only when the Director has requested in writing that overtime be worked and the instructor has agreed.
 - ii. Overtime is defined as time worked in excess of seventeen (17) contact hours in any given week.
 - iii. Compensation for overtime shall be paid at one and a half (1.5) times the instructor's regular contact hour rate for hours worked.
 - h. Special assignments such as the development of new courses, programs and modes of delivery, and/or substitution for another instructor, shall be part of the scheduled workload in lieu of contact hours by mutual agreement between the instructor and the Director.

F. Orientation and Training

1. All new employees will receive an orientation and orientation manual which highlights the operation

of the ELC/ITP/ITA Program. Attendance at such an orientation will be without loss of pay. The department will endeavour to schedule the orientation as soon as possible with the commencement of the new employee's work assignment.

2. The University agrees that as a part of the new employee orientation, a Union representative will be allowed approximately one (1) hour to meet with the new employee(s) to explain the function of the Union.

G. Probationary Period

1. All employees will serve a probationary period to enable the University to determine whether or not the employee is able to meet the requirements of the position. The probationary period for new employees will commence from the date of hire and will be for the total period of four (4) months of active employment. Absences during the probationary period will not be considered to be active employment for the purpose of the probationary period.
2. Instructors who are assessed as unsuitable during probation may be released from employment with forty-eight (48) hours' notice and their name will be removed from the seniority list.

H. Seniority

1. All bargaining unit instructors working in the ELC/ITP/ITA program at the time of ratification shall be placed on the seniority list according to their original date of hire into the ELC/ITP/ITA Program, its predecessors or any affiliates.
2. Any instructor hired to a continuing position shall be added to the bottom of the seniority list according to their date of hire.
3. Instructors shall accrue seniority at the same rate.
4. Temporary instructors will be placed on the seniority list after completing a total of nine (9) weeks employment in the ELC/ITP/ITA program. Their seniority date shall be the start of their first appointment and shall be adjusted to reflect the time elapsed between appointments.
5. If two (2) instructors are hired on the same day, the names of the two (2) instructors will be placed in a hat and the first name selected will be deemed to have the greatest seniority.
6. A temporary instructor who becomes continuing shall maintain their seniority date.
7. An ELC/ITP/ITA instructor's absence from work due to illness, accident, the entire period of a maternity and/or parental leave, the first six (6) months of an approved leave of absence, unjust discharge, layoff, compulsory military service, vacation, or temporary assignment out of the bargaining unit shall be deemed as continuous service for the purposes of calculating seniority.
8. When an ELC/ITP/ITA instructor is on a continuous approved leave of absence that goes longer than six (6) months, their seniority date will be adjusted to reflect the period of absence beyond the initial six (6) months.
9. A current seniority list for January 15 and July 15 of each year shall be sent to the Union within fifteen (15) days of those dates.
10. ELC/ITP/ITA Instructors will be removed from the seniority list if they:
 - a. are released from employment during their probationary period;
 - b. voluntarily resign, except that seniority shall be restored if within ninety (90) days the ELC/ITP/ITA instructor is rehired to a continuing position by the University;
 - c. are terminated for just cause, unless the ELC/ITP/ITA instructor is subsequently reinstated through the Grievance Procedure;
 - d. are laid off for over twenty-four (24) months;
 - e. fail to return to work following an approved leave of absence.

11. In addition to the above article, Temporary ELC/ITP/ITA instructors will be removed from the seniority list if they are not rehired within eighteen (18) months of the end date of their most recent contract.
12. Relative seniority will be used when filling vacant continuing positions, layoff and recall order and priority order for granting of vacation and leave of absence time when the department cannot accommodate requests for the same time off from multiple instructors. Relative seniority will be a factor in the determination of course and schedule assignments along with operational requirements.
13. Relative seniority will not be used to determine any salary step increases. Eligibility for annual step increases will be governed by Article 29.G.

I. Layoff and Recall

1. Definitions

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

2. Employees to Be Laid Off

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

3. Notice of Layoff

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

4. Maintenance of Laid Off List

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

5. Notice of Recall

- a. Employees on the laid off list will be given notification of all continuing and temporary positions. In the case of recall to a continuing position, notice of recall will be made by telephone, email, or if this is unsuccessful, by registered mail to the last known address of the instructor. A copy will be sent to the Union;
- b. A person on the laid off list, when served recall notice, will have five (5) days from the mailing of the notice to reply;
- c. In the case of the availability of temporary appointments, first opportunity for such temporary work will be given to continuing employees on the laid off list. Where time permits, laid off employees will be given notice of the temporary assignment by telephone, email, or if this is unsuccessful, by registered mail. In such cases the employee of the laid off list will have (3) days to respond. Where time does not permit, laid off employees will be given notice of the temporary assignment by telephone or email. In such cases the employee on the laid off list will have twenty- four (24) hours to reply. A continuing employee accepting a temporary appointment will retain rights of recall to continuing positions and will be returned to the recall list at completion of the temporary appointment.

J. Disciplinary Action, Suspension, Termination and Resignation

1. Definitions

- a. Termination: An involuntary ending of employment.
- b. Resignation: A voluntary ending of employment

2. Satisfactory Evidence

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

3. Personnel File

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

4. Progressive Discipline

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

5. Suspension

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

6. Termination

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

7. Reinstatement

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

8. Notice of Resignation

If an employee resigns, notice will be given as far in advance as possible, but not less than ten (10) working days prior to the date of resignation. An employee who submits notice of resignation shall

be entitled to retract this notice of resignation within three (3) working days from the date tendered.

9. Wages and Benefits on Resignation or Termination

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

K. Time Off for Union Business

1. The University shall permit time off from work for four (4) ELC/ITP/ITA Instructors on the Union negotiating team. Such time will include one-half (1/2) hour before and one-half (1/2) hour after actual negotiation time for Union caucus. Prior to the commencement of negotiations, the Union will provide the University with the names of employees who will have the right to attend negotiating sessions. The granting of each request will be subject to the ability of the department to accommodate the time off, but granting will not be unreasonably withheld. The Union will be charged for salary maintenance of their negotiators who have been released from classroom contact time to attend negotiations. The University agrees to credit the Union at two (2) times the average hourly wage of those present for the classroom contact hours missed.
2. Where attendance at a grievance meeting or an arbitration hearing conflicts with any scheduled contact hours arising from current employment in the ELC/ITP/ITA Program, the grievor(s) and their chosen Union Representative, or an alternative Union representative where their chosen Union representative is not available, shall be allowed to attend without the loss of pay.

Article 18: Position Posting and Offers of Employment

- A. Positions shall be posted on the departmental website and on a central website designated by the University, with an electronic copy sent to the Union office. All postings will include a course number or title, duration, location, closing date, qualifications necessary to conduct the work and upon which the posting will be awarded, and identify if the position is for a Teaching Assistant, Tutor Marker, Sessional Instructor, or Graduate Facilitator. In addition, a statement will be included to advise applicants that the University is committed to the principle of equity in employment. All postings shall remain open and accessible for two (2) weeks.
- B. Postings shall occur:
 1. for all TA/TM positions on the Monday of the tenth (10) week prior to the commencement of the semester; when the Monday falls on a statutory holiday or when the University is closed, the next working day shall be used.
 2. for all Sessional Instructor positions, at least six (6) weeks prior to the commencement of the semester. Departments shall post a public statement on their website outlining the normal posting practices and timelines for Sessional Instructor positions. The department will include in Sessional Instructor postings a list of the minimum qualifications and recommended qualifications that will be used to determine whom to hire.
 3. for Graduate Facilitator positions, wherever possible at least six (6) weeks prior to the commencement date of the position.
- C. For TA and TM positions, between six (6) and four (4) weeks prior to the commencement of the semester, and for Sessional Instructor positions, at least three (3) weeks prior to the commencement of the semester, the successful applicants shall receive written notification of the employment offer and whether or not the offer is conditional upon enrollment. (Reference Article 19: Conditional Upon Enrollment).
- D. 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 Graduate Facilitator.

- E. Departments shall make reasonable efforts to determine and include in the employment offer the number of base units, or contact hours for Sessional Instructors.
- F. The written contract of employment shall be provided to the successful applicant not later than one (1) week prior to the commencement of the semester. An applicant who has been unsuccessful in obtaining any appointment may request reasons, from the department, why they were unsuccessful. Upon receipt of such a written request, within fourteen (14) calendar days, the Department will provide a brief explanation why the applicant was unsuccessful. This time limit may be extended by mutual written consent of both parties.
- G. Where a successful applicant does not have a valid Social Insurance Number, they may notify their department, which will then provide the applicant with a letter on department letterhead containing the name and telephone number of the contact person in the department. This letter will state that the applicant has been offered and has accepted employment, the start and end date of the employment and will be signed by both the applicant and a representative of the department.
- H. At the time of admission, the University will inform international students in writing about the importance of obtaining a SIN card and of the application procedure of getting this card.
- I. Whenever possible, when positions must be reposted or become newly available as a result of unforeseen circumstances, after the posting date as above:
 - 1. For TA/TMs, the position will be posted on the central website and shall remain open at least two (2) weeks. In the event that a two (2) week posting period is not possible due to the commencement date of the position, the posting shall remain open for two (2) working days prior to being awarded.
 - 2. For all other postings, and in the event that a two (2) week posting period is not possible due to the commencement date of the position, the posting shall remain open for at least two (2) working days prior to being awarded.

Article 19: Conditional Upon Enrollment

- A. An appointment may be made conditional upon enrollment and, if an appointment is made on that basis, the appointee will be so informed at the time they are offered the appointment.
- B. The condition shall lapse by the end of the first week of classes of the semester or session.
- C. No more than fifty percent (50%) of the contracts of employment within a given department shall be made conditional upon enrollment.
- D. In the case of Teaching Assistants or Tutor Markers, compensation equal to one (1) week's pay will be provided if an appointment under this section is canceled.
- E. In the case of Sessional Instructors, where an appointment is made conditional upon enrollment and the course is canceled before the first week of classes then compensation equal to 0.75 contact hours shall be paid. Where the course is canceled during the first week of classes the compensation shall be equal to one (1) contact hour.
- F. This article shall not apply to Graduate Facilitators.

Article 20: Employment Evaluation

- A. An employee must be evaluated at least once during any semester in which they are employed except in the case of ELC/ITP/ITA employees. An ELC/ITP/ITA Instructor who has completed their probationary period must be evaluated at least once per year. The evaluative criteria shall be made clear to the employee upon commencement of duties.
- B. Except in cases of gross misconduct related to the employee's suitability for employment, evaluation must

be made only on the employee's qualifications and performance of assigned duties and responsibilities.

- C. Evaluation may include assessment of the employee's performance by the students assigned to the employee, but decisions not to reappoint an employee cannot be based exclusively on student evaluations. Each employee shall be assessed on an individual assessment form. The employee has a right to an assessment by the person to whom the employee is responsible and/or such other person(s) as may be designated by the Chair. The request for an evaluation must be sent in writing to the Chair, in a timely manner.
- D. Each department shall prepare student assessment forms suited to its own use, with the consultation of the departmental Shop Steward, or other Union Representative. A copy of the form must be forwarded to the Union Office.
- E. The purpose and importance of student assessments must be stated explicitly on the form.
- F. There shall be no alteration of the employee's completed student assessment forms or the summary prepared therefrom, by any persons granted access to them.
- G. Access to all original student assessment forms and all summaries of those forms shall be guaranteed to each person evaluated therein. The original completed forms shall be withheld from the person evaluated only until submission of final grades is completed. Any student assessment form received after final grades are approved by the Department will be disregarded and destroyed. Access to original student assessment forms shall be available to the individual for a period of three (3) semesters following the semester in which the assessment was made.
- H. A copy of the department's evaluation shall be forwarded to the person evaluated by the end of the first week of classes of the following semester. The evaluation shall not normally be considered part of the file until they have had reasonable opportunity to discuss the evaluation with their supervisor and add comments to the file. This shall not preclude the use of the evaluation for rehiring in the semester immediately following the evaluation.
- I. Whenever reasonably possible, supervisors shall bring serious or continuing problems to an employee's attention. If not resolved to the supervisor's satisfaction it should again be brought to the employee's attention in writing, before formally citing such problems in evaluations, or using them in any proceedings against the employee.
- J. The design, administration and interpretation of such evaluations falls within the area of management's rights and responsibilities. Such rights and responsibilities will be exercised in a fair and reasonable manner.
- K. Where an employee is not reappointed due to unsatisfactory performance, the department will immediately notify the employee of that fact and the reason for the decision.

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

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

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

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

Article 21: Employment File

- A. An employment file shall be kept for each bargaining unit employee. This file shall include the departmental copy of the normal appointment document(s), a current curriculum vitae if available, and copies of such student or faculty evaluations of the employee's work performance as are normally maintained by the department. Employees shall receive copies of all disciplinary letters pursuant to Article 26 and shall be notified prior to the inclusion of such documents in the employment file.
- B. Except for regularly conducted evaluations by students, no anonymous communications shall be placed in the employment file.
- C. No material primarily relating to an employee's academic potential, academic standing, academic progress or academic performance shall be contained in this file.
- D. Any documents which are generated as part of the grievance procedure outlined in Article 10.C & D. shall not be placed in the grievor's employment file.
- E. Employees are entitled to know the locations of all materials considered part of the employment file. Upon reasonable notice to the Department Chair an employee may examine their employment file under the conditions the Chair deems appropriate to ensure security of the file. The employee's written comments concerning any contents of the file shall be added to the file at their request. Copies of the material in the file shall be provided to the employee at cost at their request. No one other than a University employee discharging employment-related responsibilities shall have access to the contents of the file without permission of the employee.
- F. The contents of the employment file shall be among the matters considered in semester appointment and semester course assignment of bargaining unit employees.
- G.
 1. The University shall inform an employee in writing of any written reports which express dissatisfaction with the employee's work performance or work-related conduct. Such notification, including a copy of said reports, will be couriered by the University to the employee's last known place of residence or, if unknown, to the last known address, as soon as reasonably possible, and in any case no later than ten (10) working days after generation by the University, or receipt by the appropriate University representative except as otherwise required in Article 20.H. If this procedure is not followed, the report shall not become part of the employee's employment file. Such reports must be copied to the employee's employment file. Any employee so affected shall be given the opportunity to reply in writing as outlined in E. above, and shall have recourse through the grievance procedure. If successfully grieved, said reports and all associated documentation shall be removed from the employment file and sent to the Manager, Employee Relations in Human Resources.
 2. Notwithstanding Articles 13.H.1. and 15.H.1.,
 - a. if after two (2) subsequent teaching assignments, no further written reports which express dissatisfaction with the employee's work performance or work-related conduct have been added to the employee's employment file, upon request of the subject of the written report, said reports and all associated documentation shall be removed from the employment file and sealed in the University Archives. If the employee is subsequently found to have demonstrated unsatisfactory work performance or work-related conduct, this documentation may be unsealed and taken into account in hiring, discipline, discharge or any related matters. Otherwise the documentation will be destroyed after five (5) years under seal.
 - b. Except in cases of gross misconduct or grossly unsatisfactory behaviour, if the subject of the written report is not rehired within three (3) subsequent semesters, the written report shall not be taken into account in the consideration for reemployment in future semesters provided that no further written reports expressing dissatisfaction with the employee's work performance or work-related conduct have been added to the employment file. When the subject of the written report is rehired, the provisions in G. 2.a. above shall apply.

Article 22: Work Space and Facilities

- A. The University shall ensure that insofar as possible, consistent with the physical facilities available to the department, bargaining unit employees shall be provided with an appropriate place for holding office consultations with students and performing other required duties such as preparation and marking.
- B. Employees shall have use of such other facilities and equipment as are required for the performance of their duties, including prescribed texts, pens, paper, grade books, photocopying, software and computers. The University shall provide each employee with a personal mailbox in the department of assigned teaching and access to a telephone where necessary for the performance of assigned duties.

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

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

Article 23: Safety and Health

- A. The University shall maintain safe working conditions for all employees as required by the appropriate federal and provincial regulations and keep workplaces in good repair and clean condition. This shall include providing, at no cost, protective apparel and equipment where such are required by the above regulations or where Environmental Health and Safety staff, a 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 a University Safety Committee.
- B. After notifying the person most directly in charge of the employee's duties, an employee may refuse, without loss of pay, to work under conditions they reasonably consider unsafe, until the condition has been reviewed in accordance with WorkSafeBC.

Article 24: Labour-Management Committee

The Union and the University acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour-Management Committee consisting of three representatives from each party. The Committee shall function in an advisory capacity only making recommendations to the Union and/or the University with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this Agreement. Such meetings shall occur at the request of either party and shall be jointly arranged.

Article 25: Technological Change

A. Intention

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

B. Procedure

1. The University shall advise the Union as far as possible in advance, and in any event at least sixty (60) days in advance of implementation, of its intention to introduce such technological change. The University shall provide the Union with the following information:
 - a. the nature of the technological change;
 - b. the date on which the University proposes to effect the technological change;
 - c. the approximate number of employees likely to be affected by the technological change and their employment categories.
2. The University and the Union will consult over the next thirty (30) days with the intention of trying to reach agreement about the appropriate actions to be taken. Such consultations shall take place in the Labour-Management Committee.
3. If both parties reach agreement on the implementation of the technological change or aspects of the implementation of the technological change, a Letter of Agreement shall be prepared and signed by both parties, and such Letters of Agreement shall have the same effect as the provisions of the existing Collective Agreement.
4. If the parties fail to reach agreement on any aspect in connection with the technological change, either party may refer the matters still outstanding to an Arbitration Board as outlined in Article 11 of this Agreement. The Arbitration Board shall report within thirty (30) days of being established.

C. Workplace Adjustment

1. Where the University introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the collective agreement applies and such actions are not covered by the provisions of Article 25. A or B. the parties agree that Section 54 of the Labour Relations Code will apply, and sixty (60) days' notice of any such change will be given.

Article 26: Discipline

- A. No employee shall be disciplined or discharged without just cause.
- B. Except in cases of gross misconduct or grossly unsatisfactory performance, an employee shall receive a written warning prior to any form of discipline other than an oral or written warning. Employees shall be given at least ten (10) working days to improve their performance following receipt of a written warning. Where such warning is to be recorded in their file, any written reply by the employee shall become part of that file.
- C. Except in cases of gross misconduct or grossly unsatisfactory performance, employees are entitled, prior to the imposition of any recorded disciplinary action, suspension or dismissal, to be notified at a meeting of the reasons for considering such action.
- D. Employees shall be notified, in writing, of the grounds for any recorded disciplinary action, suspension or dismissal. The Union shall receive a copy, forwarded within one (1) working day.
- E. If a meeting is called to discuss any disciplinary action, the employee shall have the right to be accompanied by a Steward or other Union representative.
- F. Though employees are expected to make every reasonable effort to fulfill all assigned responsibilities, the University recognizes that academic requirements may on occasion, conflict with performance of these duties. Under such circumstances, employees are expected to bring this to the attention of the Course Supervisor who shall make every reasonable effort to assist the employee in resolving the conflict.

Article 27: Benefits and Leaves

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

1. The University will maintain the Medical Services (MSP) and the Extended Health Benefits Plan (EHB) for all eligible employees and dependents during the period of their employment, upon their written application.
2. The University will pay the required premiums for MSP. The University will pay the required premiums for EHB and will deduct twenty-five (25) percent of that premium from the eligible employee's salary. The University will pay the required premiums for the Dental Plan and will deduct fifty (50) percent of that premium from the eligible employee's salary.
3. An employee may maintain coverage under the above plans for one (1) or two (2) semesters following their termination. If an employee wishes to continue with coverage they must convey this in writing to the Human Resources Department prior to their termination, indicating whether one (1) or two (2) semesters of coverage is desired. One hundred (100) percent of the premiums for the first semester must be remitted by the employee to the University before their termination. Where a second semester of coverage has been indicated, prepayment of the premiums for that semester must be made prior to the end of the first semester's coverage.
4. Employees not eligible for MSP may elect to obtain coverage for themselves and eligible dependents under the medical and hospital insurance plan operated by Traveller's Insurance Company or any other carrier.

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

5. Upon written application, Dental Plan coverage for eligible employees will commence on the first day of the month following a three (3) month waiting period during the period of their employment. A requirement to re-serve a three (3) month waiting period shall be implemented in accordance with Appendix Q
6. The University shall provide a medical benefits information sheet at the time of initial appointment. Details on application for premium assistance will be among the matters covered.

B. ELC/ITP/ITA Instructors: Medical/Extended Health/Dental Plan and other benefits

1. The University will maintain the Medical Services Plan, an extended health benefits plan and a dental care plan for all eligible continuing employees.
2. **Medical Services Plan**
 - a. The plan – provided by the Medical Services Plan of B.C. in accordance with the Medical Service Act and Regulations of B.C.
 - b. Eligibility – continuing employees with appointments of twenty-eight (28) hours or more bi-weekly working at least 40 weeks a year.
 - c. Participation – the coverage is effective from:
 - i. The first month following the employee's date of employment.
 - ii. The date the employee meets the residency requirement established by the Medical Services Plan of B.C.
 - d. Cost – this plan is paid 60% by the employee and 40% by the University.

3. Extended Health Plan

- a. The Plan – to reimburse the employee for some costs incurred as a result of illness. Reimbursement will be in accordance with the provisions of the master agreement between the University and the plan carrier.
- b. Eligibility – Continuing employees with appointments of twenty-eight (28) hours or more bi-weekly working at least 40 weeks a year.
- c. Participation – employees and their eligible dependents, if covered by a basic health plan. Coverage is effective the first of the month following the employee's date of employment.
- d. Cost – the plan is paid 100% by the University.

4. Dental Care Plan

- a. The Plan – the University will maintain a dental care plan. The terms of the plan will be governed solely by the master agreement between with University and the plan carrier.
- b. Eligibility – Continuing employees with appointments of twenty-eight (28) hours or more bi-weekly working at least 40 weeks a year.
- c. Participation – will be effective from the first of the month following a full three months of employment. Employees must enroll all eligible dependents at time of application.
- d. Cost – the plan is paid 100% by the University.

5. Change in Status

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

6. Basic Life Insurance

- a. The Basic Life Insurance Plan provides a lump sum benefit to the beneficiary(s). Insurance coverage is equal to twice a Continuing Employee's Annual Salary rounded to the next multiple of \$1,000.
- b. Eligibility – continuing employees with appointments of twenty-eight (28) hours or more bi-weekly working at least 40 weeks a year.
- c. Participation – coverage becomes effective on the first day of the Employee's employment with the University
- d. Cost – the Basic Life Insurance Plan premium is paid 100% by the University

7. Tuition Waiver

- a. The University supports the concept of providing financial support for an Employee to attend University credit courses in the pursuit of an undergraduate or graduate degree.
- b. The eligibility of an Employee for admission to any academic course or program at the University will not be affected in any way by the provisions of this Policy.
- c. Eligibility
 1. Continuing employees are eligible for Tuition Waiver and must be
 - Receiving salary at the start of the semester, or
 - On LTD or Workers' Compensation, or
 - On approved leave of absence.

2. Retired Former Continuing Employees are eligible for Tuition Waiver.
 3. Spouses and Dependents
 - Spouses and Dependents of either a Continuing Employee, a Retired Former Continuing Employee, or a Continuing Employee who died while employed, are eligible for Tuition Waivers. No other Dependents are eligible for Tuition Waivers.
 - Dependents for the purposes of Policy AD 10.12 must be under twenty-five (25) years of age at the start of the semester in which a Tuition Waiver is granted.
 - If a Dependent's parents are both eligible for full Tuition Waiver, either parent may claim the Tuition Waiver. When one parent is eligible for full Tuition Waiver and the other is eligible on a prorated basis, the latter may claim their full entitlement and the Full-time Employee may claim the balance.
 4. If the eligibility for this benefit is terminated during an academic semester in which a beneficiary is enrolled as a student at the University, the benefit will expire at the end of that semester.
- c. Entitlement
1. The amount of the Tuition Waiver will be pro-rated for a Continuing part-time Instructor and for their Spouse and Dependents.

8. Professional Development Expenses

- a. The University encourages Employees to pursue Professional Development activities in order to remain at the forefront of their respective disciplines.
- b. The University will reimburse the Employee for allowable Professional Development expenses that are not otherwise reimbursed by the University.
- c. This reimbursement is in addition to funds normally made available by departments for Professional Development.
- d. Eligibility - A Continuing Employee whose start date falls between January 1 and September 30 is eligible for a reimbursement on January 1 the following year. A Continuing Employee whose start date falls between October 1 and December 31 of one year is not eligible for reimbursement on January 1 immediately following, but will be eligible on January 1 the subsequent year.
- e. The reimbursement available for Professional Development will be pro-rated for a Part-time Employee in a Continuing Position.
- f. The amount of reimbursement available for Professional Development is \$700 per calendar year.
- g. The following expenses incurred by a Continuing Employee on their own behalf are eligible to be reimbursed (additional details can be found on the Human Resources website):
 1. Professional dues, subscriptions, journals and books,
 2. equipment, including computer hardware and software, and
 3. conference fees, including travel and associated expenses.
- h. Questions of eligibility can be clarified in advance by contacting the Learning and Development Specialist in Human Resources.
- i. Any reimbursement for Professional Development may be subject to Canada Revenue Agency review.

j. Procedures:

1. Only one Professional Development expense statement for reimbursement may be submitted in each calendar year.
2. Unused Professional Development funds in a calendar year may be carried forward to the next calendar year but in no case will a Continuing Employee's total entitlement be greater than \$3,500. On termination of employment, unused Professional Development will revert to the University.
3. An Employee will submit a Professional Development expense statement accompanied by original receipts to Human Resources for approval.
4. The approved statements of expenses and accompanying receipts will be forwarded by Human Resources to Financial Services.

k. University Property and Determination of Fair Market Value

1. All tangible goods (e.g., computer, books), or portion thereof, purchased through the Professional Development expenditures account are the property of the University. At the date that fair market value equals \$0, the ownership of the tangible good is deemed to transfer to the Employee.
2. If the Employee retires or terminates employment as an Employee prior to the fair market value equaling \$0, the Employee will have the option of purchasing these item(s) from the University at fair market value or declaring the item(s) a taxable benefit at fair market value as at the date of such retirement or termination of employment. Should the Employee choose to retain any items purchased or declared a taxable benefit under this policy upon retirement or termination of employment, a market value determination will be required.
3. The determination of fair market value for purchase or taxable benefit purposes, shall normally be the original purchase price if equal to the value of the reimbursement received by the Employee under this policy or portion thereof, of the capital asset less the accumulated cost of depreciation calculated using the straight-line depreciation method based on the schedule provided below as per the University's financial statements. This method depreciates the capital asset by the same amount each year over the estimated life of the asset.
4. Schedule:
 - a. Computer equipment, peripherals, software and other related technology – 3 years
 - b. Other Equipment (if deemed applicable) – 8 years
 - c. Books – 10 years
5. The University retains the right to determine fair market value in cases where the above method is deemed not appropriate. The Department of Finance will then assist in this determination.
6. The determination of fair market value is applicable only if the option to purchase or taxable benefit is exercised. If not, the asset remains the property of the University and shall be returned to the Employee's department.
7. A retiring or terminating Employee purchasing at fair market value or declaring a taxable benefit at fair market value is required to make their determination and submit their declaration and relevant information (with an enclosed cheque if purchasing goods) to Human Resources.

9. Long Term Disability

- a. The Long Term Disability Plan (LTD) provides a partial continuation of income (70% of basic

regular monthly earnings) if an insured Continuing Employee is totally disabled for an extended period of time if approved by an external medical adjudicator. Benefits are payable from the Long Term Disability Plan carrier after a period of twenty-six (26) weeks on sick leave.

- b. Eligibility – continuing employees with appointments of twenty-eight (28) hours or more bi-weekly working at least 40 weeks a year.
- c. Cost – the LTD Plan premium is paid 100% by the University. Benefits received are taxable.
- d. An Employee who is receiving benefits under the LTD claim will not receive salary from the University (other than for rehabilitative employment).
- e. An Employee will cease to accrue Vacation Entitlement when on LTD benefits.

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

1. Sick Leave

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

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

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

2. Compassionate Leave

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

3. Family Care Leave

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

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

1. Sick Leave

- a. In the event that an ELC/ITP/ITA Instructor is unable, through illness or other temporary disability, to perform their duties, the Instructor shall inform the Program Director or designate in advance of any scheduled duty, except where there are extenuating circumstances.
- b. Normally medical certificates will not be required for short term absences. Absences of more than three (3) days where the instructor had scheduled duties must be accompanied by a medical certificate, satisfactory to the University. Medical certificates may also be required for any absence if the University has reasonable grounds to believe that there is an excessive use of sick leave or if sick leave is being abused.
- c. For a Continuing Instructor, University sick leave for non-occupational illness or injury will be based on length of service as follows:

Less than 3 months service - one (1) week at 100% of salary

Three (3) months but less than one (1) year service - four (4) weeks at 100% salary, then twelve (12) weeks at 75% salary, then ten (10) weeks at 60% salary

One (1) year but less than five (5) years - twelve (12) weeks at 100% salary, then four (4) weeks at 75% of salary, then ten (10) weeks at 60% of salary

Five (5) years or more - twenty-six (26) weeks at 100% of salary.

- d. Continuing part-time Instructors are entitled to paid sick days on a pro-rated basis.
- e. Temporary Instructors are entitled to twelve (12) days of paid sick leave per calendar year.
- f. Any unused sick days at the end of the calendar year may not be carried forward to the next year.
- g. When a temporary ELC/ITP/ITA Instructor claims a day of sick leave, they will be entitled to claim either a whole calendar day or one-fifth (1/5) of their scheduled contact hours for the week in which they are taking a day of sick leave, whichever allows for the greatest amount of time.

2. Personal Leave

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

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

3. Personal Leave for Academic Purposes

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

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

4. Retention of Status

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

5. Benefits While on Leave

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

6. Compassionate Leave

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

This leave shall not be unreasonably withheld.

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

7. Family Care Leave

An ELC/ITP/ITA Instructor is entitled to up to five (5) days of unpaid leave per each employment year to meet responsibilities related to the care of health of any member of the ELC/ITP/ITA

Instructor's immediate family;

This leave shall not be unreasonably withheld.

E. All Employees: Maternity Leave or Parental Leave

1. Length of Leave

a. Birth Parent

A pregnant employee shall be entitled to up to eighteen (18) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, without pay. If the birth parent has not taken maternity leave, they are eligible for up to thirty-seven (37) consecutive weeks of parental leave. The parental leave must immediately follow the maternity leave unless she and the employer agree otherwise.

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

b. Non-Birth Parent

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

c. Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks leave where a physician certifies the employee is unable to return to work for medical reasons related to the birth, provided however, that in no case shall the combined maternity and parental leave exceed fifty-five (55) consecutive weeks following the commencement of such leave except as may be permitted under the employment standards act.

An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and if it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.

2. Notice Requirements and Commencement of Leave

- a. An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- b. An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of the adoption of a child, the employee shall provide as much notice as possible.)
- c. The employee who has been granted maternity or parental leave must provide four (4) weeks' notice in writing of the date they intend to return to work.
- d. An employee who wishes to return to work within six (6) weeks following the actual date of birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- e. Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, their maternity leave will be deemed to have started on the date they gave birth.

3. Return to Work

- a. On resuming employment from maternity or from parental leave the employee shall be reinstated in all respects in their position previously occupied by the employee.
- b. On resuming employment an employee shall have the leave time counted as service for all benefit

entitlements and vacation purposes.

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

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

F. All Employees: Travel Allowance

1. Employees whose assigned duties require their presence at other sites of work than the B.C. Lower Mainland shall be reimbursed for travel expenses authorized in advance by the Department Chair.
2. The University shall maintain travel accident insurance for all employees as per University Policy AD 3-7.
3. Employees who are required within the terms of a single appointment to travel between the Burnaby and Downtown campuses will receive travel allowance as per University Policy AD 3-2.

G. All Employees: Canada Pension Plan

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

H. All Employees: Workers' Compensation

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

I. All Employees: Employment Insurance

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

J. All Employees: Short-term Leave

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

K. All Employees: Court Appearances

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

L. All Employees: University Closure

Should the University, or an area of the University, be officially declared closed temporarily due to environmental conditions, utility disruptions, road conditions, or acts of God, employees working on campus or in the affected area will not be expected to remain on campus during the period of closure, and their salaries shall not have deductions made as a result of that closure.

M. TA/TM: Professional Development and Teaching Orientation

1. In each of the Fall and Spring semesters, Teaching Assistants and Tutor Markers may claim up to six (6) hours of preparation time for each semester in which they have an appointment, subject to verification, for mandatory or non-mandatory orientation and/or professional development.
2. A brief introductory course in teaching for all Teaching Assistants and Tutor Markers (Teaching Orientation Program) will be offered. Attendance by Teaching Assistants and Tutor Markers at such Teaching Orientation Programs, although encouraged, will be voluntary. The following considerations apply:
 - a. Teaching Assistants and Tutor Markers will be notified at least one (1) week in advance of the dates, times, purposes and scheduled events of Orientation Programs. The Fall Orientation Program will be offered by the end of the first month of the Fall Semester. The Spring Orientation Program will be offered by the end of the first month of the Spring Semester.
 - b. Tutor Markers and Teaching Assistants who assist in presenting the Program will be compensated on an hourly basis for all time spent attending organizational meetings or conferences, preparing workshop materials and presentations, presenting workshops and assessing workshop results and these duties will be established in advance by the University. The hourly rate of payment will equal the GTA 2 base unit plus scholarship, divided by the number of hours currently deemed to attach to one (1) base unit of pay.
 - c. TSSU shall be consulted regarding the content of the Program, shall have access to the records of attendance for the Program, and shall have one-half (1/2) hour to address the Teaching Assistants and Tutor Markers attending the Program.
 - d. Each Teaching Orientation Program will, among other things, offer instruction on educational technology for bargaining unit members. The Learning and Instructional Development Centre will consult departments as to their current educational technology training needs. The Union will be consulted as to the nature of the educational technology instruction provided for in Article 27. N.2.c.

Article 28: Contracting Out

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

Article 29: Salaries and Scholarship

The rates stated in this clause are for the period May 1, 2019 through April 30, 2022. All the rates of remuneration stated include 4% vacation pay.

A. Teaching Assistants

1. All Teaching Assistants shall receive the same remuneration per base unit and the difference between the amount paid a Graduate Teaching Assistant and other Teaching Assistants is an associated scholarship. See Article 13.D. for appropriate compensation.

2. **Salary**

May 1, 2019 to April 30, 2020: GTA 1, GTA 2, UTA, and ETA \$1071 per base unit

May 1, 2020 to April 30, 2021: GTA 1, GTA 2, UTA, and ETA \$1088 per base unit

May 1, 2021 to April 30, 2022: GTA 1, GTA 2, UTA, and ETA \$1094 per base unit

3. **Associated Scholarship**

GTA 1: May 1, 2019 to April 30, 2020	\$150
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May 1, 2020 to April 30, 2021	\$153
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May 1, 2021 to April 30, 2022	\$154
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GTA 2: May 1, 2019 to April 30, 2020	\$376
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May 1, 2020 to April 30, 2021	\$382
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May 1, 2021 to April 30, 2022	\$384
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4. **Salary (no classroom contact)**

Teaching Assistants with no direct classroom contact should be paid a multiple of the base unit values of \$1071 from 1 May 2019 to April 30, 2020; \$1088 from May 1, 2020 to April 30, 2021; \$1094 from May 1, 2021 to April 30, 2022 (plus scholarship, if appropriate) set out above (see 13.D. 3. c.).

5. **Schedule for Regular Classroom Contact**

Note: The schedule below sets out the total compensation for Teaching Assistants with classroom contact. The values expressed include the preparation amount, 0.17 base units (value \$184 May 1, 2019 to April 30, 2020, \$187 May 1, 2020 to April 30, 2021; \$188 May 1, 2021 to April 30, 2022), and the initial and ongoing preparation time. (See Article 13.D.2.b. and D.3.a). For example, if the Teaching Assistant has two (2) hours of classroom contact in the Summer 2019 semester, the salary value of \$3396 displayed below "2" in the first table header, includes the 1.17 base units for the initial preparation time and the two (2) base units for the actual contact.

Effective May 1, 2019 with 2.00% increase

Contact Hours	1	2	3	4	5	6
GTA1 Salary	2325	3396	4467	5538	6609	7680
Scholarship	300	450	600	750	900	1050
Total	2625	3846	5067	6288	7509	8730
Base Units Paid	(2.17)	(3.17)	(4.17)	(5.17)	(6.17)	(7.17)

Contact Hours	1	2	3	4	5	6
GTA2 Salary	2325	3396	4467	5538	6609	7680
Scholarship	752	1128	1504	1880	2256	2632
Total	3077	4524	5971	7418	8865	10312
Base Units Paid	(2.17)	(3.17)	(4.17)	(5.17)	(6.17)	(7.17)

Effective May 1, 2020 with a 1.50% General Wage Increase

Contact Hours	1	2	3	4	5	6
GTA1 Salary	\$2,361	\$3,449	\$4,537	\$5,625	\$6,713	\$7,801
Scholarship	\$306	\$459	\$612	\$765	\$918	\$1,071
Total	\$2,667	\$3,908	\$5,149	\$6,390	\$7,631	\$8,872
Base Units Paid	(2.17)	(3.17)	(4.17)	(5.17)	(6.17)	(7.17)

Contact Hours	1	2	3	4	5	6
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GTA2 Salary	\$2,361	\$3,449	\$4,537	\$5,625	\$6,713	\$7,801
Scholarship	\$764	\$1,146	\$1,528	\$1,910	\$2,292	\$2,674
Total	\$3,125	\$4,595	\$6,065	\$7,535	\$9,005	\$10,475
Base Units Paid	(2.17)	(3.17)	(4.17)	(5.17)	(6.17)	(7.17)

Effective May 1, 2021 with a 0.50% General Wage Increase

Contact Hours	1	2	3	4	5	6
GTA1 Salary	\$2,374	\$3,468	\$4,562	\$5,656	\$6,750	\$7,844
Scholarship	\$308	\$462	\$616	\$770	\$924	\$1,078
Total	\$2,682	\$3,930	\$5,178	\$6,426	\$7,674	\$8,922
Base Units Paid	(2.17)	(3.17)	(4.17)	(5.17)	(6.17)	(7.17)

Contact Hours	1	2	3	4	5	6
GTA2 Salary	\$2,374	\$3,468	\$4,562	\$5,656	\$6,750	\$7,844
Scholarship	\$768	\$1,152	\$1,536	\$1,920	\$2,304	\$2,688
Total	\$3,142	\$4,620	\$6,098	\$7,576	\$9,054	\$10,532
Base Units Paid	(2.17)	(3.17)	(4.17)	(5.17)	(6.17)	(7.17)

B. Sessional Instructor**1. Salary:**

May 1, 2019 to April 30, 2020 \$1572 per weekly contact hour

May 1, 2020 to April 30, 2021 \$1596 per weekly contact hour

May 1, 2021 to April 30, 2022 \$1604 per weekly contact hour

2. Schedule:

Note: The schedule below sets out the total compensation for Sessional Instructors. The values expressed include the additional contact time, 0.25 contact hours (value May 1, 2019 to April 30, 2020 \$394; May 1, 2020 to April 30, 2021 \$400; May 1, 2021 to April 30, 2022 \$402), and the initial contact hour. (See Article 14.D). For example, if the Sessional Instructor has two hours of classroom contact in the Summer 2019 semester, the salary value of \$5109, displayed below "2" in the first table header, includes the 1.25 initial contact hours and 2 contact hours for the actual contact.

Effective May 1, 2019 with a 2.00% General Wage Increase

Weekly Contact Hours	1	2	3	4	5	6
Sessional Salary	3537	5109	6681	8253	9825	11397
Contact Hours Paid	(2.25)	(3.25)	(4.25)	(5.25)	(6.25)	(7.25)

Effective May 1, 2020 with a 1.50% General Wage Increase

Weekly Contact Hours	1	2	3	4	5	6
Sessional Salary	3591	5187	6783	8379	9975	11571
Contact Hours Paid	(2.25)	(3.25)	(4.25)	(5.25)	(6.25)	(7.25)

Effective May 1, 2021 with a 0.50% General Wage Increase

Weekly Contact Hours	1	2	3	4	5	6
Sessional Salary	3609	5213	6817	8421	10025	11629
Contact Hours Paid	(2.25)	(3.25)	(4.25)	(5.25)	(6.25)	(7.25)

C. Distance Education Tutor/Markers

1. Salary:

May 1, 2019 to April 30, 2020:	\$1071 per base unit
May 1, 2020 to April 30, 2021:	\$1088 per base unit
May 1, 2021 to April 30, 2022:	\$1094 per base unit

2. Scholarship:

GTM 1 May 1, 2019 to April 30, 2020	\$150
May 1, 2020 to April 30, 2021	\$153
May 1, 2021 to April 30, 2022	\$154

GTM 2 May 1, 2019 to April 30, 2020	\$376
May 1, 2020 to April 30, 2021	\$382
May 1, 2021 to April 30, 2022	\$384

3. Preparation: 2.17 base units per course.

4. For appointment as a Course Supervisor:

May 1, 2019 to April 30, 2020	\$1240
May 1, 2020 to April 30, 2021	\$1259
May 1, 2021 to April 30, 2022	\$1266

5. For the same work all Tutor/Markers shall receive the same remuneration. A graduate student who is appointed as a Tutor/Marker shall also receive an associated scholarship in proportion to the compensation received under 1.

Effective May 1, 2019 with a 2.00% General Wage Increase

GTM 1 (1 Course)					
NUMBER OF STUDENTS ENROLLED	NUMBER OF BASE UNITS	BASE SALARY (\$)	PREP (\$)	SCHOLARSHIP	TOTAL
Up to 20	3.17	1071	2325	450	3846
21 – 25	3.42	1339	2325	488	4152
26 – 30	3.67	1607	2325	525	4457
31 – 35	3.92	1875	2325	563	4763
36 – 40	4.17	2142	2325	600	5067
41 – 45	4.42	2410	2325	638	5373
46 – 50	4.67	2678	2325	675	5678
51 – 55	4.92	2946	2325	713	5984
56 – 60	5.17	3213	2325	750	6288

GTM 2 (1 Course)					
NUMBER OF STUDENTS ENROLLED	NUMBER OF BASE UNITS	BASE SALARY (\$)	PREP (\$)	SCHOLARSHIP	TOTAL
Up to 20	3.17	1071	2325	1128	4524
21 – 25	3.42	1339	2325	1222	4886
26 – 30	3.67	1607	2325	1316	5248
31 – 35	3.92	1875	2325	1410	5610
36 – 40	4.17	2142	2325	1504	5971

41 – 45	4.42	2410	2325	1598	6333
46 – 50	4.67	2678	2325	1692	6695
51 – 55	4.92	2946	2325	1786	7057
56 – 60	5.17	3213	2325	1880	7418

Effective May 1, 2020 with a 1.50% General Wage Increase

GTM 1 (1 Course)					
NUMBER OF STUDENTS ENROLLED	NUMBER OF BASE UNITS	BASE SALARY (\$)	PREP (\$)	SCHOLARSHIP	TOTAL
Up to 20	3.17	1088	2361	459	3908
21 – 25	3.42	1360	2361	498	4219
26 – 30	3.67	1632	2361	536	4529
31 – 35	3.92	1904	2361	574	4839
36 – 40	4.17	2176	2361	612	5149
41 – 45	4.42	2448	2361	651	5460
46 – 50	4.67	2720	2361	689	5770
51 – 55	4.92	2992	2361	727	6080
56 – 60	5.17	3264	2361	765	6390

GTM 2 (1 Course)					
NUMBER OF STUDENTS ENROLLED	NUMBER OF BASE UNITS	BASE SALARY (\$)	PREP (\$)	SCHOLARSHIP	TOTAL
Up to 20	3.17	1088	2361	1146	4595
21 – 25	3.42	1360	2361	1242	4963
26 – 30	3.67	1632	2361	1337	5330
31 – 35	3.92	1904	2361	1433	5698
36 – 40	4.17	2176	2361	1528	6065
41 – 45	4.42	2448	2361	1624	6433

46 – 50	4.67	2720	2361	1719	6800
51 – 55	4.92	2992	2361	1815	7168
56 – 60	5.17	3264	2361	1910	7535

Effective May 1, 2021 with a 0.50% General Wage Increase

GTM 1 (1 Course)					
NUMBER OF STUDENTS ENROLLED	NUMBER OF BASE UNITS	BASE SALARY (\$)	PREP (\$)	SCHOLARSHIP	TOTAL
Up to 20	3.17	1094	2374	462	3930
21 – 25	3.42	1368	2374	501	4243
26 – 30	3.67	1641	2374	539	4554
31 – 35	3.92	1915	2374	578	4867
36 – 40	4.17	2188	2374	616	5178
41 – 45	4.42	2462	2374	655	5491
46 – 50	4.67	2735	2374	693	5802
51 – 55	4.92	3009	2374	732	6115
56 – 60	5.17	3282	2374	770	6426

GTM 2 (1 Course)					
NUMBER OF STUDENTS ENROLLED	NUMBER OF BASE UNITS	BASE SALARY (\$)	PREP (\$)	SCHOLARSHIP	TOTAL
Up to 20	3.17	1094	2374	1152	4620

21 – 25	3.42	1368	2374	1248	4990
26 – 30	3.67	1641	2374	1344	5359
31 – 35	3.92	1915	2374	1440	5729
36 – 40	4.17	2188	2374	1536	6098
41 – 45	4.42	2462	2374	1632	6468
46 – 50	4.67	2735	2374	1728	6837
51 – 55	4.92	3009	2374	1824	7207
56 – 60	5.17	3282	2374	1920	7576

D. Graduate Facilitators

Rate	
Prior	\$25.00
June 10, 2019	\$25.50
September 1, 2020	\$27.29
May 1, 2021	\$27.84

These rates of remuneration do not include vacation pay.

E. English Language and Culture Instructors

Effective May 1, 2019 with a 2.00% General Wage Increase

Experience	Contact Rate	Actual Rate
New B.A. 0	63.18	27.08
1	65.08	27.89
2	67.01	28.72
New M.A. 3	68.92	29.54
4	70.83	30.36
5	72.75	31.18
6	74.67	32.00
7	76.59	32.82
8	78.48	33.63
9	80.41	34.46
10	82.37	35.30
11	84.25	36.11
12	86.14	36.92

13	88.07	37.74
14	89.98	38.56
15	91.90	39.39

Effective May 1, 2020 with a 1.50% General Wage Increase.

Experience	Contact Rate	Actual Rate
New B.A. 0	\$64.13	\$27.48
1	\$66.06	\$28.31
2	\$68.02	\$29.19
New M.A. 3	\$69.96	\$29.98
4	\$71.90	\$30.81
5	\$73.85	\$31.65
6	\$75.80	\$32.59
7	\$77.74	\$33.32
8	\$79.66	\$34.14
9	\$81.62	\$34.98
10	\$83.61	\$35.83
11	\$85.52	\$36.65
12	\$87.74	\$37.47
13	\$89.40	\$38.31
14	\$91.33	\$39.14
15	\$93.28	\$39.98

Effective May 1, 2021 with a 0.50% General Wage Increase.

Experience	Contact Rate	Actual Rate
1	\$70.31	\$30.13
2	\$72.26	\$30.97
3	\$74.22	\$31.81

4	\$76.18	\$32.65
5	\$78.13	\$33.48
6	\$80.06	\$34.31
7	\$82.03	\$35.16
8	\$84.03	\$36.01
9	\$85.95	\$36.84
10	\$87.88	\$37.66
11	\$89.85	\$38.51
12	\$91.79	\$39.34
13	\$93.75	\$40.18
14	\$95.75	\$41.04

F. Interpretation and Translation Program & International Teaching Assistant Instructors

Effective May 1, 2019 with a 2.00% General Wage Increase.

Service Years	
1	\$63.59
2	\$66.61
3	\$69.63
4	\$72.66
5	\$75.68
6	\$78.72
7	\$81.73
8	\$84.76

Effective May 1, 2020 with a 1.50% General Wage Increase.

Service Years	
1	\$64.55
2	\$67.61
3	\$70.68
4	\$73.75
5	\$76.82
6	\$79.91
7	\$82.96
8	\$86.04

Effective May 1, 2021 with a 0.50% General Wage Increase

Service Years	
1	\$66.40
2	\$67.95
3	\$71.04
4	\$74.12

5	\$77.21
6	\$80.31
7	\$83.38
8	\$86.48
9	\$89.69

G. Annual Step Increase for ELC/ITP/ITA Instructors

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

Article 30: TSSU Member Child Care Fund

- A. The University will maintain a TSSU Member Child Care Fund for eligible employees subject to the following limitations and conditions:
1. The University will allocate \$215,000 to the TSSU Childcare fund each academic year for the duration of the 2019-2022 TSSU/SFU Collective Agreement and thereafter to be distributed to eligible employees for the purposes of offsetting the costs of child care. Funds not distributed shall be carried forward into the next academic year.
 2. TSSU shall have the sole discretion to establish eligibility requirements for this funding, as well as the total amount available in the fund for disbursement in that particular semester.
 3. Applications for the TSSU Member Child Care Fund will be made on a dedicated TSSU Child Care Fund Application form accessible on the Financial Aid and Awards website. The form for applications will be provided by TSSU to Financial Aid and Awards in the semester prior to the semester in which it is to be utilized. Completed applications must be received by Financial Aid and Awards by no later than the end of Week 3 of the semester in which the applicant is applying to the TSSU Member Child Care Fund. Applications submitted after week 3 of the semester shall be submitted to TSSU for its consideration in the semester immediately thereafter.
 4. Disbursement of funds will be provided in the form of bursaries for members currently registered as students and grants for members who are not students. The decision to award a TSSU child care bursary will not impact a student's regular SFU bursary eligibility and/or award amount.
 5. TSSU will have the sole discretion to determine the amount to be provided to each eligible applicant every semester, subject to the total amount available in the fund for disbursement. For greater clarity, awards from the TSSU Member Child Care Fund shall not exceed the total amount available in the Fund. Such disbursements shall occur as follows:
 - a. having verified the information provided by applicants, the University will provide TSSU with a spreadsheet setting out the information from the form, by no later than the fourth week of the semester;
 - b. within two (2) weeks of receipt of this spreadsheet, TSSU will advise the University which applicants are to receive monies from the fund and the amount to be disbursed;
 - c. within two (2) weeks of receipt of the advice in (ii) above, the University will issue the disbursements outlined therein;
 - d. in the event an applicant has a dispute regarding the disbursed amount, said dispute will be resolved by the TSSU.
 6. Upon notification, successful applicants will have the amount from the child care fund awarded for the semester either credited to their student account when issued as a bursary, or paid by cheque or direct deposit when issued as a grant.
 7. Financial Aid and Awards will provide a written statement of expenditures related to the TSSU Member Child Care Fund each semester to the Director of Labour and Employee Relations, with a copy to the Union.

Article 31: Term of Agreement

The term of Agreement shall be from May 1, 2019 to April 30, 2022 and shall come into effect on the date of ratification by the employees. Failing agreement to amend by April 30, 2022, the terms of this agreement will continue in force until a new agreement is reached or until legal strike or lockout actually occurs.

Article 32: Definitions

Agreement: means all definitions, provisions and terms set forth in this contract consisting of thirty-three (33) articles and appendices, but excluding titles of articles and headings, which are inserted solely for purposes of

reference and shall not be deemed to limit or affect the meaning or effect of any provisions of this Agreement.

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

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

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

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

Parties: means the Union and the University.

Union: means the Teaching Support Staff Union.

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

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

Article 33: Singular and Plural

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

Appendixes:

- A: Assignment of Wage Form
- B: Hours per Base Unit for Teaching Assistants
- C: Teaching Assistant Time Use Guideline
- D: Letter of Agreement – Provisions for named Continuing Language Instructors effective September 1, 1999
- E: Teaching Assistant Evaluation
- F: Tutor Marker Time Use Guideline
- G: Letter of Agreement – MSP Premiums December 16, 1993
- H: Letter of Agreement – Tutor Markers appointed to Education 485
- I: Letter of Agreement – Payroll Deductions
- J: Letter of Agreement – Preparation Time in Open Lab/Workshops in Department of Mathematics, effective September 1, 2005 (*superseded by Letter of Agreement December 15, 2017*)
- K: Letter of Agreement – Preparation Time for Statistics Workshop in Department of Statistics and Actuarial Science
- L: Letter of Agreement – Employee hours for Employment Insurance purposes
- M: Letter of Agreement – Provision of Statement of Base Budget and Tutorials
- N: Letter of Agreement – W Courses
- O: Letter of Agreement – Intellectual Property Rights
- Q: TSSU Dental Waiting Period
- P: Letter of Agreement – Professional Development, ELC/ITP Program
- R: Letter of Agreement – Reporting and Release of Member and Course Information
- S: Letter of Agreement – Shared office space on SFU campuses, excluding Burnaby Campus

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 – Math Appendix J December 15, 2017
- 7: Letter of Agreement – Interaction of Collective Agreement and GP44 Sexual Violence and Misconduct Prevention, Education and Support October 18, 2018
- 8: Agreement – Qualifications on Postings and Timeliness August 8, 2018
- 9: Agreement – TA Appointment Forms April 27, 2017
- 10: Agreement – ELC Professional Development Funds March 21, 2017
- 11: Letter of Agreement – LTL Conversion April 29, 2019
- 12: Memorandum of Agreement – Information Provided to TSSU (Article 13.F.3.1.b) January 17, 2017
- 13: Memorandum of Agreement – Position Posting and Offers of Employment timelines January 16, 2018
- 14: Memorandum of Settlement – Access to Internet Accounts May 23, 2018
- 15: Memorandum of Agreement – Failure to Pay Wages February 24, 2016
- 16: Settlement based on Mediator's Recommendations: third party medical insurance 2016
- 17: Re: Calculation of reimbursement for third party medical insurance settlement, January 30, 2019
- 18: Letter of Agreement Re: International Student Health Fee Implementation, January 24, 2020
- 19: Memorandum of Agreement Re: EVSC TA Priority System, March 19, 2020

- 20: Memorandum of Agreement Re: Concurrent TSSU and SFUFA appointments, March 26, 2020