

TSSU By-Laws and Policies

Current as of May 30, 2024

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Preamble

Since its inception in 1978 the Teaching Support Staff Union (TSSU) has been guided by inclusive and feminist principles and has endeavored to recognize the diversity of its membership through its words and actions. The TSSU continues to recognize and work to counter institutional sexism as it is practiced in higher education and organized labor.

As the governing document of the TSSU, the By-Laws have reflected these commitments, especially through the use of pronouns. In previous iterations of the By-Laws, the pronouns she/her/hers preceded the pronouns he/him/his in order to highlight and challenge dominant habits of male privilege (e.g., D. Membership “When a Member becomes unemployed she/he shall retain full membership rights for two full semesters...”). However, the TSSU recognizes that the use of such pronouns suggests a binary conception of gender, thereby excluding members who do not identify in this way. The inclusion of nouns where possible (e.g., ‘member’, ‘Chief Steward’, ‘SO’), and gender-neutral pronouns elsewhere (e.g., ‘they’, ‘them’), better embodies the TSSU’s commitment to feminist principles in representing all its members as they choose to be represented. Furthermore, this aligns with principles of transinclusive feminism.

The TSSU recognizes the necessity of accurate pronoun usage. This issue can seem unimportant for those who are automatically addressed with the correct pronouns, but for those who must carve out space and constantly work to be addressed with appropriate pronouns, this issue is far more significant. To this end, the TSSU habitually provides a space in its meetings and events for pronoun declaration with the intention of normalizing the practice.

Included September 2017

TSSU By-Laws

A. Name

This Union shall be known as the *Teaching Support Staff Union*, hereinafter referred to as "TSSU."

B. Objectives

The objectives of the TSSU shall be:

- a) To bring about improvements in working conditions, fair wage standards and to assure uniform job classification with equal pay for work of equal value for all employees, regardless of sex, gender, sexual orientation, psychiatric or psychotherapeutic treatment, skin colour, race, religious or political beliefs, national origin, whether they are part-time or full-time workers, whether or not they are part-time or full-time students, and whether or not they have children and/or dependents.
- b) To encourage in every way possible the unionization of unorganized workers.
- c) To defend and extend full trade union rights to all workers.
- d) Within the community the union shall work for the establishment of political, social and sexual equality, for equal pay for work of equal value, for free accessible education facilities, for free accessible childcare facilities, for adequate and fully paid parental leave, for recreational and cultural development, for community health services, and for adequate and affordable housing.

C. Jurisdiction

The jurisdiction of TSSU shall include, but not be limited to, the classifications outlined by the Certification issued by the BC Labour Relations Board on December 13, 1978, decisions related to that certification, and any subsequent amendments and/or voluntary recognition agreements.

Amended July 22, 2021

D. Membership

1. Each employee in the bargaining unit shall be deemed to be a Union Member unless opting out of membership by written notice to the Union before the end of the fourth (4th) week of appointment. Each Union Member will thereby agree to comply with the aims, principles and policies of the TSSU, and shall be entitled to full membership status. When a Member becomes unemployed that Member shall retain full membership rights for two full semesters following the last semester worked. Members unemployed for more than two full semesters from their last dues payment, and others not employed in the bargaining unit, may maintain membership rights by paying three dollars (\$3.00) per month, or twelve dollars

(\$12.00) at the beginning of the semester for a period of four (4) semesters. Individuals on a TSSU seniority list shall be entitled to extend their membership at the same rate as long as they remain on a TSSU seniority list. After this period, members are prohibited from holding office and/or membership in Standing Committees, and shall retain no voting privileges.

2. Salaried Officers pay dues and shall be considered members of the Bargaining Unit, for the purposes of membership in the Union, for the duration of their term in office. For the purposes of membership, Salaried Officers shall also be entitled to the further two full semesters membership. Following this two full semester period, they may maintain their membership (up to) a further sixteen (16) months by paying to TSSU three dollars (\$3.00) per month or part thereof.
3. A person shall not use coercion or intimidation of any kind that could reasonably have the effect of compelling or inducing a person to become or to refrain from becoming or to continue or cease to be a member of TSSU.

Amended July 2018

E. Executive Officers

The TSSU Executive Committee shall consist of the following: **Chair, Secretary-Treasurer, Trustee I, Trustee II, Ex-Officio Officer, Occupational Health and Safety (OH&S) Commissioner, Solidarity and Social Justice Commissioner, Organiser I, Organiser II, Coordinator, Chief Steward I, and Chief Steward II.**

Amended June 2018

Amended at March 26, 2020 GM

E.1. Election of Officers

1. A nominee for any office must be a member in full standing of the TSSU.
2. Nominations for **Coordinator, Chair, Trustee I, Organiser II, Chief Steward I** and the **OH&S Commissioner** shall commence at the September General Membership Meeting (hereinafter referred to as "GM") and close at the October GM. Nominations for **Chief Steward II, Organiser I, Secretary-Treasurer, Ex-Officio, Trustee II,** and **Solidarity & Social Justice Commissioner** shall commence at the January GM and close at the February GM. The **Ex-Officio Officer** will have served on the Executive any time during the previous twelve (12) months. At least fourteen (14) days prior notice of the election shall be given to the Membership. The person receiving the largest number of votes, for a given position, shall stand elected for that position.
3. The two (2) Trustees shall be responsible for the fair conduct of the balloting in all TSSU elections. In the event that a **Trustee I** is running for office and is therefore not available to act as a Returning Officer, the Executive shall appoint a Returning Officer accordingly. No member standing for office in an election shall be eligible to act as a returning officer in that election. Each candidate shall be allowed one (1)

scrutineer (not the candidate) at the ballot count and, if polling stations are used, at each polling station. The results of the balloting will be announced as soon as possible after the election. All contested Executive/Commissioner elections shall be decided by ballot, through polling and/or online voting. The Executive, in consultation with the Trustees, will decide the voting procedure to be used during elections. The Union shall hold regular Fall and Spring elections by ballot. For by-elections, in the event that there are no contested positions at the close of nominations, the GM may vote on whether to have the candidate/s ratified at that GM or to conduct a yes/no ballot through polling stations or mail-out ballots. If the GM elects to ratify the candidate/s, a further individual ratification vote shall be conducted at that GM for each candidate, even if there is only one position to be ratified.

4. Those Executive Members elected in the Fall shall take office at the start of the last full work-week in November, while those elected in the Spring shall take office at the start of the last full work week in March, unless a protest is lodged under E.1.5.
5. Any protest alleging “unfair ballot” or other irregularity must be presented in writing to a Trustee(s) of the TSSU within seven (7) days of the results of the balloting being announced. Upon receipt of such protest the TSSU Executive shall investigate the matter. If the protest is found to have substance, another ballot shall be conducted. All ballots and voting lists shall be held by the Trustees for a reasonable period of time after the election. A motion to destroy the ballots shall be in order at a subsequent TSSU GM no less than one month following the announcement of the results.
6. No candidate may be nominated to any office who is not present at the nominating meeting unless written consent to serve in the office, if elected, is presented to the Officer presiding over that meeting at the time of nomination.

*Amended June 2018
Amended March 26, 2020 GM*

E.2. Duties of the TSSU Officers

Stipended Executives must present a report of their activities to the Executive at the end of each semester. They must formally request their stipends. The Executive shall decide whether the full stipend shall be received.

1. The **TSSU Chair’s** primary responsibility shall be to facilitate all GMs, Special GMs and Executive Meetings as well schedule executive meetings of the TSSU in accordance with [by law H.1.2.](#) and Bourinot’s rules. The **Chair** shall be a legal signing authority. In the absence of the **Chair**, those in attendance at such GMs/Executive Meetings shall designate one of themselves, other than a Trustee, to **Chair** the meeting. The **Chair** shall also be a member of the Internal Relations Committee. The **Chair** shall have a working knowledge of Bourinot’s rules.
2. The **Secretary-Treasurer** shall be responsible for maintaining the administrative records and performing the daily financial duties of the Union. They shall also be a

legal and financial signing authority and be a member of the Finance Committee and Internal Relations Committee.

Maintaining the administrative records of the Union includes:

- ensuring that accurate minutes for GM and Executive meetings are taken and distributed at subsequent meetings, including arranging for another minute taker when unavailable, or presenting;
- maintaining a current file of all GM and Executive Minutes in the TSSU office, as well as keeping a record of, and reminding the Executive of, resolutions passed at these meetings;
- ensuring the Union's archives are maintained, including setting a records disposable schedule and backup of digital and paper files where necessary;
- facilitating access to information of past precedent and resolutions from previous meetings, and thereby assisting the *Ex-Officio* in maintaining institutional memory;
- receiving, organizing, and filing appointment forms from departments and following up where they have not been received;
- auditing appointment forms and flagging issues for the Chief Stewards / Staff.

Financial Duties Include:

- Chairing the Finance Committee;
- maintaining an accurate and proper internal bookkeeping system, including coordination with an external bookkeeper, if/when one has been hired;
- regular review of the union's budgeted vs actual revenue and expenses, and providing regular updates to both the Executive and Finance Committees;
- regular bookkeeping duties, including bank reconciliations, payroll, remittances, stipends (including coordination with the committee **Chair**), and receiving & depositing dues and other revenue (these duties exclude regularly paying bills and membership dues to organizations, which shall normally be a duty of the **Coordinator**);
- preparation and payment of taxes, including generation of T4s, T4As, and Records of Employment;
- preparing the annual budget, in consultation with the Finance and Executive Committees, normally for presentation at the February GM;
- assembling the annual audit documents, and coordinating with the auditor;
- presenting a financial update to at least one GM of each semester, including circulating an audited financial report, and appointing (or reappointing) the auditor, normally in the Fall semester, but no later than January of the subsequent year.

3. The two **Trustees** shall ensure that the TSSU By-Laws are adhered to and be responsible for keeping these same By-Laws up to date. They shall also ensure that proper procedures are adhered to at GMs in accordance with Bourinot's rules. Trustees must have the ability to obtain all non-email account passwords that

pertain to common union business. Trustees will have access to membership lists and will only make changes to the lists in consultation with the **Coordinator**. They shall oversee the work done by Executive Members and report any atypical decisions to the General Membership of the Union. They shall be involved with the scheduling and publication of GMs in conjunction with the salaried officers; and schedule and oversee all elections/referenda. The Trustees shall be responsible for inspecting the financial records of the TSSU on a monthly basis in consultation with the **Coordinator**. Both Trustees shall have financial signing authority. One Trustee shall be a member of the Internal Relations Committee and the other shall be a member of the Finance Committee.

4. The **Ex-Officio**, or advisor to the Executive, is intended to improve continuity between outgoing and incoming Executives, particularly regarding reasons for previous Executive decisions. The **Ex-Officio** helps to ensure the non-hierarchical nature of the TSSU by maintaining an institutional memory based on lived experience. The **Ex-Officio** is a stipended, non-voting position to be filled by any member who has served on the Executive.
5. The **Occupational Health and Safety (OH&S) Commissioner** shall be responsible for sitting on the Central OH&S committee of the university and performing associated duties, in addition to coordinating between all local TSSU OH&S area committee representatives. The OH&S Commissioner shall attend executive meetings as a voting member and liaison between the Central Committee, Local Area Representatives, the Executive, and the General Membership Meeting when needed. The OH&S Commissioner will work in conjunction with the other TSSU representative who sits on the Central OH&S committee. It is expected that the OH&S Commissioner attend all available employer-funded training, provided by Worksafe BC.
6. The **Solidarity & Social Justice Commissioner (SSJC Commissioner)** shall be responsible for coordinating the activities of the Solidarity & Social Justice Committee. The Solidarity & Social Justice Commissioner shall call meetings and ensure that meetings are **Chaired** and minuted. The Solidarity & Social Justice Commissioner shall coordinate with union volunteers, outside allies, events, and vendors to further the goals of the Solidarity & Social Justice Committee. The Solidarity & Social Justice Commissioner shall attend Executive meetings and act as a liaison between the Executive and the Solidarity and Social Justice Committee in conjunction with the Organizer. The Solidarity & Social Justice Commissioner shall also act as liaison between the Solidarity & Social Justice Committee and other TSSU committees to facilitate the flow of information between committees and the General Membership.
7. **Organiser I and Organiser II** shall jointly be responsible for:

- 1) coordinating union campaigns and new member organizing drives;
- 2) the development and maintenance of membership networks; and
- 3) working with other parts of TSSU to achieve goals set by the membership.

Each semester these officers shall agree on the division of duties outlined below:

Coordination of union campaigns and new member organizing drives, including:

- working with the union's committees and general membership to set campaign objectives and timelines;
- coordinating volunteer networks and mobilization schedules, overseeing campaign communications, and managing teams;
- identifying groups of workers with a similar community of interests to our membership who are interested in joining the Union.

Development and maintenance of membership networks, including:

- developing and maintaining a mapping system of the membership, work sites, common areas, bulletin boards, etc and relationships;
- actively recruiting volunteers from within the membership, for committees, stewards, etc.;
- developing membership outreach and education initiatives, which include, but are not limited to: workshops, socials, orientations, and trainings;
- ensuring there is TSSU representation at departmental and special orientations including, but not limited to the International TA Program and the Teaching Orientation Program opening plenary.

Working with other parts of TSSU to achieve goals set by the membership, including:

- resourcing and coordinating the activities of the Membership Mobilization Committee (MMC);
- ensuring that MMC activities support union campaigns, new member organizing drives, member education, as well as other internal and external outreach initiatives;
- administering MMC's membership, maintaining the committee's internal communications, and calling meetings;
- resourcing the activities of the Solidarity and Social Justice Committee (SSJC);
- working with the Chief Stewards in the orientation and training of Stewards;
- ensuring that Steward activities support union campaigns, new member organizing drives, member education, as well as other internal and external outreach initiatives;
- working with the Chief Stewards in administering the Steward network and ensuring that its membership list is up-to-date.

8. The **Coordinator** shall be responsible for duties which allow both the Executive and the Union to better function in a non-hierarchical, directly-democratic fashion. These duties are broadly broken into coordinating GMs, ensuring transition & onboarding, and general administration. The **Coordinator** shall also be a legal and financial signing authority, and be a member and resource person for both the Finance Committee and the Internal Relations Committee. The **Coordinator** should also assist in the organizing and mobilizing of the membership, including recruitment of volunteers.

Coordinating GMs includes:

- coordinating and checking with presenters at GM, with assistance of the **Chair**;
- assisting the **Chair** with GM and Executive meeting agendas and coordinating the meeting schedule;
- booking food and rooms, or arranging meeting platform for virtual GMs;
- coordinating preparation of GM materials (with the rest of the Executive), including printing.

Ensuring Transition and Onboarding includes:

- with **Chair**, ensuring effective executive transition, including coordinating retreats where appropriate, and gifts for those leaving and signing authority transition, and, with the Trustees, ensuring semester & exit reports are completed;
- coordinating delegates and representatives to external bodies and conferences, including ensuring they have credentials;
- maintaining a list of internal SFU contacts, including but not limited to caucuses and student societies.
- updating committee lists, including coordinating with Committee **Chairs** to ensure welcome emails are sent to new members and ensuring these members fill out the new volunteer form and are aware of stipend requirements;
- maintaining the list of passwords and access records for various TSSU accounts and devices;

Financial Duties Include:

- paying bills, and calculating and paying membership dues to organizations the membership votes to affiliate with, and maintaining records of transactions;
- assisting the **Secretary-Treasurer** with other financial duties, including preparation of the audit and generation of T4s, T4As, and Records of Employment;
- resourcing finance committee.

General Administration Includes:

- requisitioning keys for TSSU offices from SFU, and ensuring their return after terms are completed;
 - maintaining the Union's membership list, email lists, website, domains, hosting plans, and other electronic accounts (content creation is a shared duty among the Executive Officers and Committees);
 - ensuring disbursement of semesterly childcare fund pursuant to policy;
 - coordinating the logbook lotto each semester;
 - taking inventory and ordering office and other supplies;
 - receiving and processing of physical mail;
 - coordinating referenda (including strike votes) with the Trustees;
 - ensuring smooth signing authority transition.
9. The **Chief Stewards** shall be jointly responsible for knowledge of the Collective Agreement, Health and Safety regulations, and other relevant legislation. They will be responsible for communicating monthly updates on the status of ongoing grievances to the Executive and General Membership in order to facilitate mobilization and organizing. **Both** shall also be responsible for the Grievance Procedure including meetings, research, and legal activities. Both shall work in conjunction with the Member Representative to ensure member rights are enforced and protected as outlined in the Collective Agreement. The **two Chief Stewards**, in consultation with the Member Representatives, will also be responsible for maintaining any seniority lists and for checking position postings in relation to the Collective Agreement. Each semester, these two officers shall mutually agree on the division of the responsibility for the following tasks:
- **Chairing** and coordinating Steward meetings.
 - **Chairing** and coordinating Grievance meetings.
 - Serving as the resource person for the OH&S Commissioner
- In addition to these duties **Chief Steward I** shall act as the TSSU Executive's primary point of contact with the Union's Member Representatives concerning the Member Representatives' employment, and will be the resource person for and sit on the Contract Committee.
10. The job descriptions of **Coordinator, Organiser I and II, Chief Steward I, Chief Steward II, and Secretary-Treasurer** will apply only in the event that these are salaried positions. Hours of work and rates of pay shall be determined as in Section I.10 & I.11 In the event that these positions are not salaried, duties shall be redefined by the Executive. When possible, all three positions shall share the duties of answering phones and attending to correspondence.

Amended at March 26, 2020 GM
Amended at November 30, 2021 GM
Amended May 31, 2022
Amended: July 22, 2022 GM

E.3. Vacancies in Executive Officers' Positions

1. Any TSSU Officer shall have their office declared vacant if that Officer misses three (3) consecutive Executive meetings without reasonable excuse.
2. By-elections shall be called by the Trustees when a Salaried Officer position becomes vacant unless such position becomes vacant within one (1) month preceding the opening of General Elections, in which case the position shall remain vacant until the General Elections are held.
3. If any stipended Executive/Commissioner position becomes vacant, the Executive can nominate a TSSU member to this vacant position, which must then be brought to the General Membership for approval on an interim basis until such time as an election is called. No interim officer should have any voting privileges or signing authority.

E.4. Recall

Any Table Officer may be recalled by referendum ballot of the TSSU Membership, according to the following procedures:

- (a) Following receipt of a petition for recall signed by fifteen (15) percent of the TSSU Membership, stating the specific complaints against the Officer, the Executive shall send written notice to all the Membership, including a copy of the petition and a brief answer written by the Officer concerned, and announcing a TSSU Membership Meeting to discuss the recall. This notice shall be given a minimum of two (2) weeks prior to the meeting. At that meeting, the Officer and/or a member appointed by that Officer shall have the right to speak in answer to the petition.
- (b) The referendum for recall shall be held prior to the next Membership Meeting but not sooner than two (2) weeks following the meeting in E.4.1(a). The vote shall be carried out by the Trustees in the usual manner.
- (c) The Officer will be recalled if the motion for recall is approved by a majority of votes cast.

Amended August 2017

Amended June 2018

F. TSSU Committees

The members of each Committee will assist **Organiser I** and II in the recruitment of new members to participate in their Committee. Members will be ratified at a General Membership meeting. Committee stipend rates are included in the stipend policy.

F.1. Contract Committee

The Contract Committee shall be responsible for researching and presenting contract proposals to the Membership for discussion and for negotiating with the University Administration on behalf of the TSSU. It will be composed of **Chief Steward I**, the Member Representatives (who shall participate in a non-voting capacity), and a

Steward representative, as well as some number of members determined by the General Membership. The Executive shall recommend to the General Membership (for decision) the number and composition of members of the committee, and means and level of compensation for them before nominations for the committee are opened. The Contract Committee shall elect from its members a **Chairperson**, who shall be responsible for coordinating the activities of the Committee and reporting to GM and Executive Meetings when appropriate or when requested to do so.

F.2. Finance Committee

The Finance Committee shall be responsible to both the Executive and the General Membership for matters relating to the TSSU's financial affairs. The primary mandate of the Finance Committee is to assist the **Secretary-Treasurer** with the preparation of the annual budget. At the February GM, the proposed annual budget shall be presented by the Finance Committee for discussion by the General Membership. Following this discussion, the General Membership shall vote on the proposed budget as presented by the Finance Committee. Any major changes in the categories, priorities, and amounts outlined in the budget in the ensuing year must be reported to and receive the approval of a GM for which notice of the budgetary decisions to be made has been given to the membership. Other roles include, but are not limited to, assisting the **Secretary-Treasurer** with the annual audit presentation, supervising the bookkeeping system, preparing financial statements for the Executive and General Membership (*c.f.* E.2.3.), administering the TSSU's investments and cash accounts and ensuring that the TSSU's financial records are accurate and up to date. The Finance Committee shall be comprised of the **Secretary-Treasurer** (who shall act as **Chair**), the **Coordinator** (who shall act as **Chair** in the **Secretary-Treasurer's** absence), at least one of the two Trustees, and no fewer than two (2) General Members. The Finance Committee should meet, at a minimum, once every three (3) months (fiscal quarter).

F.3. Grievance Committee

The Grievance Committee shall be responsible for ensuring that the rights of individual members on the job are respected and for representing the interests of individual members with respect to their working conditions. The Grievance Committee shall consist of the Chief Steward, the Member Representatives (who shall participate in a non-voting capacity), and a minimum of three (3) Stewards, either **Organiser I** or **Organiser II**, and any other interested members. The Committee shall meet at least once a month. The mutually agreed upon Chief Steward (as stipulated in E.2.11.) shall be responsible for coordinating the activities of the Committee.

F.4. Internal Relations Committee

The Internal Relations Committee shall be responsible for establishing and updating as necessary all By-Laws and Policies of the Union, as directed by and with the approval of the General Membership. The Internal Relations Committee shall consist of the **Coordinator**, at least one of the two Trustees, and at least one General Member. In

addition to By-Laws and Policies the Internal Relations Committee shall be responsible for hearing and making recommendations that involve disputes within the Union between any of the Union's members including any and all employees, including Salaried Officers, through the Dispute Resolutions Policy. The **Coordinator** shall be responsible for coordinating the activities of the Committee such as setting agendas and calling meetings. However, there shall be a rotating **Chair**.

F.5. Membership Mobilization Committee

The Membership Mobilization Committee has three major duties: (i) making available educational opportunities and materials, especially including union education, (ii) maintaining active communication and networking within the Union Membership, and (iii) generally facilitating the mobilization of the membership

F.6. Solidarity & Social Justice Committee

The Solidarity & Social Justice Committee shall first and foremost cultivate direct, engaged solidarity with external organizations that promote social justice. The Committee will be allotted \$2000 per semester to support anti-oppression and social-justice organizing, including but not exclusive to working class, anti-colonial, anti-racist, socialist, environmental, indigenous, feminist, queer or trans groups. Up to \$500 may be disbursed to any organization at the Committee's discretion. A minimum of \$500 shall be dedicated for indigenous solidarity work. General Membership endorsement is required for disbursements exceeding \$500 per semester to any one group or cause. Preference shall be shown to organizations working to challenge the root causes of poverty, inequality and injustice. Activities of the Committee will include: meeting with representatives of external organizations, inviting speakers to make presentations at GMs, picket support and training, organizing protests and Union participation at social-movement events, holding educational or media events, and coordinating letter-writing campaigns. The Committee shall consist of at least two General Members and the Solidarity & Social Justice Commissioner, who shall resource the Committee.

Amended at March 26, 2020 GM

F.7. Anti-Harassment Committee

The Anti-Harassment Committee shall be responsible for ensuring that the spectrum of issues regarding bullying, harassment, sexual violence, and other forms of systemic oppression and violations of human rights are being addressed at a collective level by SFU. These issues intersect with health and safety, advocacy, and organizing, and as such the approach taken by the Anti-Harassment committee may vary greatly. The committee's work takes a variety of forms including: advocating with SFU around developing and implementing relevant policies; conducting member outreach through events and workshops; and collecting & analysing survey data regarding these issues at SFU. The Anti-Harassment Committee shall consist of at least one assigned executive resource person, normally either **Organiser I** or **Organiser II**, and a minimum of two

general members. The Committee shall meet at least three times a semester, or more often if necessary. The agreed executive resource person shall be responsible for coordinating the activities of the Committee, such as setting agendas and calling meetings, and hours spent for Committee work shall be compensated as part of their executive position.

Included on March 24, 2021 GM

F.8. Personnel Committee

1. Purpose of the committee

Under Article 4 of the BCUWU Collective Agreement, TSSU must establish and maintain a Personnel Committee. The committee's role is to resolve grievances at step 3. The Personnel Committee must be a standing committee, but the work of the committee is largely task-based. The committee will only actively meet upon escalation of a grievance to step 3.

2. Composition

The Personnel Committee shall be composed of five members: The TSSU Executive Committee Chair, Trustee 1, 2 members of the Grievance Committee who are not on the Executive Committee, and 1 Steward who is not on the Executive Committee. If TSSU is unable to find two members of the Grievance Committee willing and able to fill these roles, up to three stewards may serve in those roles.

The Grievance Committee and Steward members will be appointed by their respective committees at a regularly scheduled meeting in the month of January. If members step down from their role on the Personnel Committee, the open position shall be referred back to the respective committee for a new appointment.

The membership of the Personnel Committee must be ratified, at minimum, annually at the February GM.

Members may be reaffirmed to their roles on the Personnel Committee for 2 years. The Personnel Committee shall select a Chairperson, whose name should be included in the February GM ratification. The Chairperson shall serve as the spokesperson in meetings with BCUWU, but the work of chairing meetings should be rotated among all members.

3. Updating BCUWU

The Personnel Committee Chairperson shall inform BCUWU of the Personnel Committee's membership following the February GM ratification or any further ratifications.

Included at March 20, 2024 GM

F.9. Ad hoc Committees

Ad hoc committees may be struck by majority vote at a General Membership meeting. Ad hoc committees may be struck to address issues or topics not already within the purview of the general committees outlined in sections F.1-F.8. The "Stipend Policy"

contains provisions and procedures for instances in which the amount of work of an ad hoc committee becomes equivalent to that of a general committee.

Amended at March 20, 2024 GM

F.10. TSSU Health and Safety Committee

The TSSU Health and Safety Committee (THSC) shall be responsible for matters relating to TSSU members' health and safety, protected under the legislative mandate of the BC Workers Compensation Act (WCA) and its related regulations. These matters include but are not restricted to the following:

- Promote the protection of the health and safety rights of TSSU members.
- Identify health and safety hazards and risks faced – or potentially faced – by TSSU members in their diverse workplaces and promote specific actions to reduce them.
- Provide support and advice to TSSU Executive and General membership concerning health and safety matters.

The THSC shall consist of the Occupational Health and Safety (OHS) Commissioner, at least one assigned Executive Resource Person (normally a Chief Steward), and OHS Reps, who will serve on Local Joint Health and Safety Committees (LJHSCs) and Central University Health and Safety Committee (CUHSC). The role of the OHS reps shall be set by TSSU policy.

The Committee shall meet at least three times a semester, or more often if necessary. The Occupational Health and Safety Commissioner, with the assistance of the assigned Executive Resource Person, shall be responsible for coordinating the Committee's activities, such as setting agendas and calling meetings, as well as monitoring that TSSU is adequately represented at the relevant SFU Joint Health and Safety Committees. This includes appointing TSSU health and safety representatives, serving as a liaison between TSSU health and safety representatives and the TSSU Executive and General Membership about health and safety matters, and supporting, together with the Executive Resource Person, the TSSU health and safety representatives to carry on their duties. Normally, the Occupational Health and Safety Commissioner and the assigned Executive Resource Person shall serve as the TSSU representatives on CUHSC.

Amended at March 20, 2024 GM

G. Stewards

1. a. Union members within a department or school shall annually elect their Stewards. Each department shall be allocated two (2) Steward positions plus an additional Steward position for every increment of 15 members above 20 members to a maximum of eight (8) Stewards in total.
- b. In order to allow participation from non-graduate student members and upon request, the Trustees and Chief Steward shall have the power to call a Steward

Election to fill any Steward vacancies in a department or school. The election shall be held electronically, open to all members in the department and follow an open call for nominations. The nomination period and voting period each must be no shorter than 72 hours.

- c. In a Faculty where there are no departments, the word department in 1.a-b shall be read as Faculty.
2. Any Steward may be recalled by a referendum ballot of the members in the department, according to the following procedures:
 - a. Following receipt of a petition signed by thirty (30) percent of TSSU members in the department, stating the specific complaints against the Steward, the Trustees shall send written notice of the recall referendum to the members in the department, including a copy of the petition and a brief response by the Steward concerned.
 - b. The recall referendum shall be held electronically within three (3) weeks of receipt of the petition. The voting period must be no shorter than 72 hours.
 - c. The Steward will be recalled if the motion for recall is approved by a majority of votes cast.

Amended July 2018

H. Meetings and Procedures

H.1. Calling Meetings

1. Special GMs may be held at any time by the call of the **Chair** or a quorate meeting of the Executive, by petition of twenty (20) Members of the TSSU, or by decision of a regular GM. Notice of such special meetings must be posted in a conspicuous place at least three (3) days prior to such meeting. Substantive issues, especially those committing the Union to a major expense or those involving significant policy changes, should be advertised at least with the notice of meeting. Such issues should not be decided without the entire Membership being properly informed.
2. The TSSU Executive shall meet at the call of the **Chair** or of any four members of the Executive, subject to E.2.1.
3. Meetings of Committees shall be at the call of the **Chairperson** of the Committee, of the TSSU **Chair**, or of a majority of the members of the Committee concerned.
4. Meetings of the Stewards shall be at the call of the agreed upon Chief Steward (as stipulated in E.2.10.) or of any two (2) Stewards. The Stewards may decide to hold meetings on a regular basis.

H.2. Frequency of Meetings

1. TSSU GMs shall be held on a regular basis, preferably monthly, but in no case less than once per semester. GMs are not normally held during the months of April, August and December. The date of the GMs shall be determined by the

- TSSU Trustees in conjunction with the Salaried Officers. Notice of the date, time, and location of each meeting shall be given to the Membership at least one (1) week prior to the meeting. At least one (1) day prior to the meeting, notice of the room number and/or virtual location of the meeting shall be provided to the Membership. If the location of the meeting changes after this notice has been given, the Membership shall be informed of the change as soon as possible.
2. The TSSU Executive shall meet at least monthly.

Revised: May 30th, 2024

H.3. Voting Rights

Any member of the TSSU shall have the right to attend Executive and Committee meetings, in which case the member shall have voice at the discretion of the **Chair**, but no vote.

H.4. Quorum

1. Except where otherwise stated, the quorum for business at any GM shall be twenty (20) members.
2. The quorum for business at any TSSU Executive Meeting shall be a majority of the members of the Executive and a majority of votes cast on any matter shall be decisive.
3. The quorum for business of any Committee shall be a majority of its members, and a majority of votes cast on any matter shall be decisive.
4. The quorum for business at Stewards meetings shall be one-third of the Stewards.
5. For committees composed of more than twelve voting members, the quorum shall be the greater of the following:
 - a majority of voting members who responded positively to the meeting invitations (e.g. the majority of positive responses to the doodle poll for the specific day),
 - six voting members.

Amended September 23, 2020 GM

H.5. Bourinot's Rules of Order and Exceptions

1. Except as otherwise provided in the TSSU By-Laws, Bourinot's Rules of Order shall govern the conduct of all TSSU Meetings and TSSU Executive Meetings.
2. Before initiation of debate on an issue, a clear statement of that issue must be made. If such a discussion does not appear to be leading to a specific resolution, then the **Chair** shall call for a clear statement of motion before that discussion may proceed. (This is different from the usage in Bourinot's rules.)
3. In order to expedite the amendment process, a "friendly" amendment is allowed. If an amendment is proposed which is found acceptable by the mover of the motion being amended, then this amendment is neither debated nor

- voted on. The amended motion is then treated as though it had been made by the mover of the original motion. If the mover of the original motion does not accept the amendment, then the regular amendment procedure is used. (This is not covered in Bourinot's rules.)
4. The motion known as "the previous question" is made during the course of debate on a main motion, or an amendment thereto, by a speaker who has the floor. If "question" is called, and the **Chair** is of the opinion that the issue has not been adequately discussed, then the **Chair** may disallow that motion. The motion must be seconded and may be debated, but may not be amended. "The question" must be dealt with immediately. If carried, a vote must immediately be held on the main motion or amendment. If the motion to call the question is defeated, debate on the main motion or amendment resumes where it left off. (This is different from the usage of "the previous question" in Bourinot's rules.)
 5. No motions shall be made "in camera".

H.6. Amending the By-Laws in a General Membership Meeting

Any of the By-Laws may be amended by a two-thirds majority vote at any TSSU GM. Notice of motion to amend the By-Laws shall be provided at the GM prior to the meeting at which they will be voted on. Notice of motion to amend the By-Laws should also be included in the publicity for the subsequent meeting at which the vote is to be held. The Membership may decide, when presented with a proposed By-Law amendment or change that the proposed amendment is of such a substantive nature, or the issue being addressed is such that the entire membership should be given the opportunity to vote on the proposed amendment. In such a case any member present may propose, and the membership meeting then vote on, sending the proposed amendment to a referendum vote. This vote, to send an amendment to referendum, must pass by a simple majority. Should the membership meeting vote to send an amendment to referendum the By-Law change referendum question should be included in the e-mail for the next regularly scheduled election. This amendment must pass by simple majority. If the TSSU should conduct poll station balloting in the election then the referendum shall take place at that time and in that fashion instead of an online vote.

I. Dues and Finances

1. Subject to By-Law D (Membership), monthly dues shall be 2 percent of the gross pay for each member of the TSSU and shall be payable bi-weekly. Dues can only be changed by a majority of votes cast in a referendum ballot of the TSSU Membership.
2. The TSSU shall have the right to levy on its members for special purposes, one assessment per year per member of a maximum of ten dollars (\$10.00) which must be approved by a two-thirds (2/3) majority vote of the members at a TSSU GM, provided notice of the vote has been given at least fourteen (14) days prior to the meeting. Further assessments require approval by a referendum vote.

3. 7% of annual Union dues shall be put into the strike fund.
4. 4% of annual Union dues shall be put into the Contract Committee Fund. Money not spent in a negotiations year will be kept in the fund to cover the costs of future negotiations.
5. 7% of annual Union dues shall be put into the MMC fund.
6. Both (4) and (5) shall be capped at 40,000 dollars each with additional funds remaining in the general revenue.
7. 6% of annual Union dues shall be put into the arbitration and legal defence fund. The fund shall be capped at 100,000 dollars, with additional funds remaining in the general revenue. The fund shall be used for legal expenses and costs associated with legal and labour board processes, such as hearing costs, filing fees, and witness costs.
8. Under normal conditions, the Executive shall have the authority to spend a certain amount of money on any given item without first consulting the Membership. This amount shall be no greater than \$500 per item unless otherwise specified at the February GM where the annual budget is normally discussed. The Executive need not seek Membership permission to spend money for normal operating expenses such as printing meeting notices or consulting a lawyer for grievance work. The Executive shall also have emergency spending authority if and when the following conditions are met:
 - a An extraordinary situation arises which requires immediate action by the TSSU such that it would be inappropriate to wait and deal with it at the next GM due to time constraints and/or the need for secrecy; and
 - b The action is expected to directly benefit the Union or subset thereof or inaction is likely to cause harm to the Union or a subset thereof. The action must be agreed to by two-thirds of the Union Executive. The Executive shall report the situation to the General Membership as soon as practically possible and when considerations of secrecy are no longer valid. It should be noted that this By-Law is subject to the conditions of By-Law N.
9. The Executive Committee shall have a \$100 discretionary fund each semester to contribute to organizations working to challenge the root causes of poverty, inequality, and injustice. This sum shall be reserved for time sensitive donations and does not require ratification at a General Membership meeting.
10. Hours of work, rates of pay and benefits for Salaried Officers and Stipended Officers shall be determined by the General Membership. However, in order to ensure that the Union is engaging in fair labour practices, once an Officer has accepted terms of employment (*i.e.* assumed their elected position) roll backs of salary, benefits, hours allotted, or stipend, cannot take effect until the end of an affected Officers' one-year term. Remuneration and paid hours of work can increase at any point in an Officers' term to reflect increases in workload or other changing conditions. However, in no case shall rates of pay for Salaried Officers or Stipended Officers exceed the highest rate of pay for TSSU members.

11. A motion to alter the hours of work, rates of pay and benefits (if any) of the Salaried and/or Stipended Officers can be introduced by any member of the TSSU. Such a motion can be introduced at any GM. Notice of motion must be included in the publicity for this subsequent GM.
12. From time to time the General Membership may create temporary positions and/or allocate funds for the creation of such positions. Individuals hired on a temporary basis shall receive benefits and rates of pay equivalent to that of the TSSU's regular Salaried Officers. Hiring of such temporary workers shall be in accordance with the terms set out in the TSSU's Hiring Policy.
13. All payments, whether by cheque or e-transfer, issued by the TSSU shall require the signature of the **Secretary-Treasurer** (or **Coordinator** in case of absence of the **Secretary-Treasurer**) and one of the following: **Coordinator**, **Chair**, or **Secretary-Treasurer**. Other legal documents shall be signed by the **Chair** and **Secretary-Treasurer**. If there is an interim **Secretary-Treasurer**, then signing authority will fall to two of the following duly elected officers: **Chair**, **Secretary-Treasurer**, **Trustee I**, **Trustee II**, or **Coordinator** (*c.f.*, By-Law E.3.3).
14. Subject to the approval of the General Membership, and in the understanding that every attempt should be made to schedule union duties outside of Bargaining Unit responsibilities, an Officer or Steward temporarily working on the legitimate business of the TSSU shall be paid at their regular Bargaining Unit job rate for any wages lost from their job.

Amended June 2018

Amended February 2019

Amended at the March 26, 2020 GM

Amended at the February 24, 2021 GM

Amended at the September 29, 2021 GM

Amended: May 31, 2022

Amended: July 22, 2022

J. Approval of Contracts

1. Any Collective Agreement must be approved by a majority of votes cast in a referendum of the Union Membership. The referendum shall be held in conjunction with a series of meetings to discuss the Collective Agreement, held at times and places such as to give all members concerned an opportunity to attend before they vote.
 - (a) No agreement shall be entered into by a TSSU Officer or Committee Member which changes any terms or provisions of the existing Collective Agreement unless approval of such action has been granted by the Membership of the TSSU by referendum ballot, other than as per (b) below.

- (b) Any changes to the section of the Collective Agreement which deals specifically with the English Language and Culture (ELC) and the Interpretation and Translation Programs (ITP) shall be under the sole jurisdiction of members in those programs. Any changes made to the terms and provisions of the Collective Agreement must only be done after the membership working in the ELC and ITP programs have been given an opportunity to vote on any proposed amendments. This will be done by a majority vote on a referendum ballot. At least fourteen days prior to a referendum, a copy of the proposed changes must be placed in the mailboxes of all members in the ELC and ITP programs with notice of the date, time and location of the polling stations. Polling must take place at Harbour Centre over 2 days and for no less than 2 hours each day.

K. Strikes and Lock-outs

In order for a strike to take place, a majority of the members of the Bargaining Unit who vote must approve such action. Voting shall be by secret ballot. Job action shall not occur until after the election of a Strike Committee via the process outlined in Strike Policy.

L. Members' Rights

1. Every person has a right to the application of the principles of natural justice in respect of all disputes relating to:
 - (a) matters in the By-Laws of the TSSU, the person's membership in TSSU, or discipline by TSSU.
2. TSSU shall not expel, suspend or impose a penalty on a member or refuse membership in the Trade Union to a person, or impose any penalty or make any special levy on a person as a condition of admission to membership in the TSSU:
 - (a) if in doing so TSSU acts in a discriminatory manner, or
 - (b) because that member or person has refused or failed to participate in activity prohibited by the Labour Code.

M. Duty of Fair Representation

TSSU shall not act in a manner that is arbitrary, discriminatory or in bad faith

- (a) in representing any of the employees in the Bargaining Unit, or
- (b) in the referral of persons to employment whether or not the employees or persons are members of TSSU.

N. Discipline

Any member of the TSSU shall have the right to prefer charges against any other member of the TSSU, including any or all members of the Executive, according to Section 14 of the Provincial Association Constitution. Charges can be preferred against any member, as soon as that member has been informed in writing of the charges, and a record of this notification has been filed in the union office, who:

1. Violates any provision of the TSSU By-Laws.
2. Obtains membership through fraudulent means or by misrepresentation.
3. Fraudulently receives or misappropriates any funds or property of TSSU.
4. Acts in collusion with the employer with a view to:
 - (a) injuring the TSSU; or
 - (b) impeding the implementation of any policy of the TSSU.
5. Fails to act in accordance with any decision of regular or special GMs of the TSSU.

O. Conduct of Elected Officials

If, in a written complaint to the Executive, any elected Union Officials are alleged to be in any of the following situations, an ad hoc committee consisting of an Executive Member, a General Member, and a Trustee (none of whom can be directly involved in the alleged situation) should be struck. After consultations with the persons involved, the Committee will make a deliberation on a) whether the Official was in the situation, and b) whether being in this situation is contrary to the interests of the Union. If the Committee answers yes to both of these, then appropriate remedies will be formulated. If deemed necessary by the Committee, this may include resignation from office.

1. During General Membership or Executive Meetings
 - (a) Supplying information about another Union member that was acquired through privileged access (*i.e.* not publicly available) and in a non-union setting.
 - (b) Introducing and providing background information for a delegate position during the same meeting where one stands for nomination to that position.
2. During Day to Day Union Business
 - (a) Allowing personal relationships to influence one to lower (or raise) one's standards with respect to products or services contracted for the Union.
 - (b) Discussing selection among candidates for any position outside of the selection body; such discussion shall be held in confidence by all members of the selection body.
3. When Union Members Also Have Concurrent Affiliations
 - (a) Union Affiliations
 - (i) Applying for a casual labour position in the Union while one is an Executive member.

- (ii) Agreeing to represent the Union in an adversarial relationship in which a person with whom one has an ongoing close relationship is on the other side.
 - (iii) Being a member of an investigative committee whose subject is someone with whom one has an ongoing close relationship.
- (b) Non-union Affiliations
- (i) When two or more members have mutual affiliations involving employee employer relationships.
 - (ii) If a non-union affiliation involves a management position on campus.
 - (iii) Speaking or acting as a TSSU representative when not specifically asked to do so by the union. This may include introducing oneself as a member of the TSSU without stating non-representative status.

P. Staff

1. The Union shall employ two (2) full-time Member Representatives (35 hours/week). The TSSU Executive shall serve as the “employer” of the Member Representatives on a day-to-day basis; however, any decision to hire or fire a Member Representative can only be done if there is concurrence on that course of action by a majority of both the General Membership and the Executive. The **Chief Steward I** shall be the Executive’s principal point of contact with the Member Representatives.
2. The Member Representatives, in collaboration with the Chief Stewards, shall be the principal person within the Union to handle grievances and prepare cases for arbitration, and perform research necessary to carry out these tasks. In all decisions made pertaining to grievances and arbitration, the Member Representatives must consult with the Chief Stewards, who maintain authority on these matters, except, where appropriate, the grieving member. The Member Representatives will respond to members’ questions related to their employment and the Collective Agreement. The Member Representatives shall be responsible for reviewing and maintaining the contracts of TSSU members, and contacting departments to address any problems that arise from the contracts. The Member Representatives shall serve as a non-voting member of both the Contract and Grievance Committees, and will keep an ongoing diary of contractual issues to be used as a resource by the Contract Committee. At the discretion of the other members of the Contract Committee, the Member Representatives may be involved with bargaining. The Member Representatives should principally work from the TSSU’s main office.
3. The first year of work as a Member Representative, beginning from the date of hire, shall be considered probationary. At the start of the second year, the TSSU General Membership will evaluate whether or not to sign a two-year contract with the employee. Once the employee has completed their third full year of work, that employee will attain ‘continuing’ status. At the point that this has been achieved, the General Membership will evaluate the employee’s performance on a three-year basis (*i.e.* the beginning of years four, seven, etc.). Unless significant problems are identified with the continuing employee’s performance, the General Membership

shall ratify the employee for another three-year period. The employee shall have the right to speak to the General Membership at the meeting in which that employee's continuation is discussed, although that employee should not be present when a vote is taken on the question.

An employee whose contract is not continued can initiate a one-time appeal to the General Membership. An appeal must be initiated within one week of the General Membership meeting at which the decision was made not to continue the Member Representative's employment. If such action is taken, the Executive will immediately convene a meeting to review the appeal and prepare (i) a summary of the case, and (ii) a recommendation to the General Membership, which will consider the appeal at the subsequent General Membership meeting. The General Membership's decision on the appeal will be final.

4. The Member Representatives are encouraged to pursue union representation. The level of pay and benefits shall be comparable to those outlined in the Salaried Officers Benefits Package. Additionally, subject to the terms established between the TSSU and the union representing the employee, the Union shall provide (a) full medical and dental coverage, (b) a maximum childcare expense of \$500 semesterly per child, (c) RRSP contributions at a level determined by the General Membership, and (d) five weeks of vacation per year.

TSSU Policies

A. By-laws: Policy for Updating of By-laws

Upon approval of a by-law or policy change the Trustees, exclusively, shall update the By-Laws and maintain a list of these changes with dates and references to the meetings in which these changes took place. The Trustees shall also ensure that every member of the executive receives a copy of these changes, and that general members have access to the most up-to-date copy of the by-laws, including a copy placed on the website.

*Ratified at Oct. 22, 2019 GM
Amended January 2014*

B. Absentee Secretary-Treasurer Policy

In the event the **Secretary-Treasurer** is unable to sign, approve, and issue payments, or if the position is vacant, the **Coordinator** shall be empowered to act on their behalf. Any payments issued under this policy shall be countersigned by any other signing officer. A full report of unusual disbursements shall be kept and provided to the newly-appointed **Secretary-Treasurer** when appointed or the current **Secretary-Treasurer** upon their return.

*Ratified February 2012
Amended at the September 29, 2021 GM*

C. Code of Conduct

1. The Code of Conduct shall apply at meetings held by the TSSU
2. Violations of the Code of Conduct are to be brought before the Dispute Resolution Panel if necessary
3. The purpose of the Code of Conduct is to allow members to participate in the union without discrimination or prejudice, such that all members may engage in debate in accordance with Bourinot's rules.
4. All members in meetings shall:
 - a. Keep to the rules of order as established in the Union By-law "Meetings and Procedures"
 - b. Maintain civil speech by debating ideas, not people
5. Nothing in this policy shall have the effect of restricting the right of members to hold, discuss or debate well-reasoned viewpoints where relevant, even where said viewpoints are unpopular or unusual. The TSSU reaffirms that free, open and vigorous debate are at the heart of any democratic, open and functional institution.

Ratified February 2012.

D. Childcare Policy for TSSU Members

TSSU offers childcare subsidies to members attending TSSU meetings and events. TSSU will reimburse members for the cost of childcare up to an hourly maximum equivalent to the minimum wage. For meetings and events longer than 5 hours, receipts will be required. It is understood that the subsidy may not cover the full cost of childcare.

Ratified August 13, 2001

Amended January 2014

E. Committees Policies

E.1. Email Use in Committee Procedure

Purpose and Scope

The intent of this Policy is to set out guidelines restricting the use of electronic mail by TSSU Committees (including the Executive Committee) for decision-making purposes. In no way does the Policy seek to curtail Committee discussion and debate through the medium of electronic mail or otherwise. The Policy does not apply to General Membership meetings, as the General Membership is not considered to be a committee but rather a deliberative body.

Policy

1. In general, electronic mail shall not be deemed an acceptable surrogate for a regular, quorate Committee meeting.
2. Substantive decision (One may interpret as “substantive” any decision which would ordinarily require quorum as well as a duly seconded motion in order to be considered) of any Committee are to be made exclusively at quorate meetings, with the following exception.
3. In the event that extraordinary circumstances (e.g. extremely short notice, closure of the University, time-sensitive information) reasonably preclude the Committee from meeting, decisions made using electronic mail are to be permitted subject to the following conditions:
 - a. The discussion leading to the decision, as well as the decision itself, shall include all members of the Committee.
 - b. The appropriate mailing list (e.g. ir@tssu.ca) shall be used.
 - c. Any such decision requires a majority of Committee members to be in concurrence. Concurrence shall be designated by an affirmative statement sent to the appropriate mailing list.

- d. The Committee **Chair** or the **Chair's** designate (For Committees without a permanent **Chair**, the Committee shall designate a member for this purpose.) shall inform the TSSU Office in a timely fashion of any decisions taken under the auspices of this Policy.
 - e. Any such decision is to be ratified at the next regular quorate Committee meeting. The matter shall be considered "old business" and is to be considered ahead of any other business other than routine proceedings. The decision and relevant discussion leading up to said decision shall be read into the minutes of the next regular quorate Committee meeting.
 - f. Should any such decision fail to be ratified in the manner described above, the Trustees are to be informed immediately. The Trustees shall inform the Executive Committee of the situation.
4. No decision taken under Section 3, above, shall be deemed a meeting for the purposes of satisfying the requirements for meeting frequency set out in the By-Laws.
 5. Subject to the approval of the Executive Committee, the Trustees shall be empowered to declare out of order any Committee decision taken using improper procedure.
 6. Complaints involving this Policy are to be directed to the Internal Relations Committee (IRC) in writing. The IRC shall respond in writing within ten (10) business days. Depending on the nature of the complaint, the issue may be subject to the *Dispute Resolution Policy*.

*Ratified July 9, 2001
Amended January 2014*

E.2. Executive Members on Committees

All Executive Committee Members who are not a Salaried Officer must join at least two (2) committees (either internal TSSU committees, or as a representative for TSSU on an external committee) for the length of their tenure. Specific committee membership as directed by the By-Laws is seen to fulfill this two (2) committee membership requirement.

Although membership on these two (2) committees is seen as a requirement of being a member of the Executive Committee, a stipend request for these and membership on any additional committees will be granted.

*Ratified October 18, 2001
Amended January 2014
Revised November 2014*

E.3. Removal of Volunteers

1. This policy exists to allow individuals to be removed from committees under certain circumstances, as enumerated within. The Union acknowledges that this may be periodically necessary where one or more individuals' behavior is actively disrupting the workings of the Union, placing the membership in danger, threatening to bring the Union into disrepute, or where a member is harming the Union by working in bad faith.
2. This policy may only be invoked if one or more of the following circumstances apply:
 - a. The individual has been ordered removed from a Committee under the Harassment Policy AND/OR
 - b. The individual has been ordered removed from a Committee under the Dispute Resolution Process AND/OR
 - c. The behavior of the member or members is actively impeding the ability of the Committee to fulfill its mandate
 - i. Notwithstanding the above, and in keeping with the Code of Conduct, mere opposition to an idea is insufficient grounds to invoke this policy. The TSSU respects the right of members to engage in structured, civil debate within the union in the development of policy and action; "disruptive" action thus must be in bad faith.
3. This policy may not be invoked to remove Salaried Officers or other Elected Officers or Members (including Stewards) from their positions.
4. Individuals should proactively disclose any conflict of interest they may feel concerns them, working within the definition given under the Dispute Resolution Policy.
5. Where threats have been made, the matter should immediately be referred to the Ex- Officio per the Harassment Policy.
6. Where the work of a Committee is both time-sensitive and mission-critical, the matter should be immediately and discretely brought to the attention of the Executive Committee.
7. Procedure
 - a. Where this is an outcome of the DRP, either directly or via a Code of Conduct violation, the DRP panel shall write a formal letter to the Executive, notifying them of the decision. One or more members of the DRP may be invited to the Executive Meeting for questioning if necessary.
 - b. Where this is an outcome of the Harassment Policy, the Arbiter shall issue the Executive Committee with a formal letter as above. If the Arbiter is external to the Union, rationale must be present in the report.

- c. Where it is an outcome of neither the DRP nor the Harassment Policy, the Committee shall itself issue a letter to the Executive Committee, signed by no less than an absolute two-thirds majority of the Committee, explaining in detail both the situation and why the DRP has not been invoked.
- d. The Executive retains the right to deny the request without prejudice, recommend it to the DRP, or recommend other actions be taken.
- e. In the event a request is denied or a motion to make such a request fails, information pertaining to the request is to be destroyed or removed entirely to the **Coordinator's** domain. The member shall retain full rights on the Committee(s) served upon.
- f. If those involved (DRP, Exec or Committee) feel a full removal is not warranted, they may put the individual(s) named on probation for a period not exceeding one year. An individual on probation's behavior in the named Committee may be periodically monitored for continued problems, in which case the original body may vote to remove the member and submit a report on the same to the Executive or DRP Panel as necessary.
- g. In the event the removal succeeds:
 - i. If the removal arises from the Harassment Policy, the Arbiter may set a term for which the individual is removed. It has no ceiling, but any time over 1 year (2/3 the expected span of a Master's Degree) should be subject to periodic review
 - ii. Failing this, a removal order may not stand without review for a period of more than one year
 - iii. The Trustees are tasked with monitoring to ensure that the individual does not volunteer or do work for committees the individual is banned from.
 - iv. The individual shall be paid out the prorated amount of their stipend from the beginning of the semester until the proceedings began, calculated biweekly (e.g. X/8, where X is the amount of the stipend.)

*Original of June 13, 2001 repealed February 2012
Replaced with above, February 2012*

F. Dispute Resolution Policy

The Dispute Resolution Policy is not to be invoked in cases of harassment (see Harassment policy) or in criminal matters (seek appropriate body). The goal of the policy is to facilitate communication between members doing work for the union to come to an amicable resolution. The TSSU is committed to a mediation-based strategy for working

through disputes between or among one or all of the following types of persons: salaried officers, executive members, stipended committee members and casual or work-study employees (who may or may not be TSSU members). The onus is on the involved member(s) to bring any dispute to the attention of the TSSU in a timely fashion, by contacting one or both of the Trustees, or another member of the Executive in the event that there are no Trustees. The process is verbally based to facilitate maximum flexibility to work through issues. Once a request for mediation is made, the Internal Relations committee shall strike a Dispute Resolution Panel (DRP). Individual meetings with the DRP will be used to discuss the issue and possible acceptable resolutions. Once the parties involved agree upon the basic principles of resolution, then a final, face-to-face meeting of all involved will be held to solidify the details. The DRP does not have the power to enforce any decisions. The purpose of the DRP is to simply make recommendations such that the parties can move forward with union business as soon as possible. In any case the TSSU reserves the right to refer complaints to another forum. If at any point the DRP feels the problem is beyond the scope of their abilities, this issue shall be forwarded to the Executive Committee.

F.1. Membership of the DRP

The DRP shall consist of one General Member or Steward, one Executive Member, and one Salaried Officer. However, two out of three members will suffice to begin the resolution process. A general member's participation in the DRP shall qualify that member for a committee stipend of at the rate of the MMC Stipend.

Amended March 24, 2021 GM

F.2. Conflict of Interest

A member cannot be ratified to the Dispute Resolution Panel if they are deemed to be in a conflict of interest. The term conflict of interest is used in this policy in the traditional sense of if a member stands to gain in a monetary or material fashion from any resolution of said dispute they will be deemed in conflict. The intent of this policy is to assume the integrity of all involved and rely upon members to self-identify any conflict, real or perceived, that they may have in regards to any dispute that is brought to the TSSU. Mere closeness does not necessarily fulfill the criteria for a conflict of interest owing to the tight-knit structure of the TSSU. The TSSU has the authority to appoint an alternate to the dispute resolution panel in the case of a conflict. In this manner, the timeliness of the dispute resolution will not be jeopardized due to unnecessary procedural difficulties.

Any alternate must be mutually agreeable to the parties in the dispute.

F.3. DRP Procedure

The aim of the DRP is to resolve any conflict in a timely manner. As soon as is reasonably possible the parties and the DRP should agree on a timeline. All

parties must agree upon a timeline before proceeding with the DRP. The timeline will include dates or deadlines for:

- 1) A scheduled individual meetings with the DRP
- 2) A meeting in which the DRP will deliberate
- 3) The appropriate time for the final face-to-face meeting with all involved and the DRP in which the DRP will issue its final report.

If any disputing party wishes to make a formal response to the DRP report, they shall do so in a timely fashion.

F.4. Evaluation

The Dispute Resolution Panel will do a one-month follow-up to evaluate the agreed upon resolution and the effectiveness of the process. This evaluation will be done separately with all parties.

It must be emphasized that, as the Dispute Resolution Panel is not a disciplinary mechanism, no binding resolutions may come out of the policy without recourse to the Executive Committee. All resolutions are ideally to be agreed upon without recourse to the Executive Committee and with the full, mutual consent of the complainant parties.

*Originally ratified Feb 25, 2004
Repealed and replaced, Feb. 2012*

G. Educational Resources Policy

G.1. Process

Skills development can take a variety of forms such as workshops, course work and conferences. Information about these opportunities should be widely announced in steward and other committee meetings with enough opportunity for interested members to participate.

Application by a member to have TSSU cover all or part of the cost of a particular opportunity will generally involve the preparation of a small paragraph. The paragraph should detail the particular course, workshop, conference, etc. that the member wishes to take, how they think it will benefit their activism within the union, and how they plan to take the work back to the union, *i.e.* giving a workshop, writing a newsletter article, etc. Essentially, the member needs to create a case for why and how this workshop, or other form of skills development, is important for them in their work with TSSU. The executive of the union will review all applications based on the priorities below and will notify applicants of decisions as soon as possible. All applicants are welcome to attend executive meetings in which funding applications are considered.

Upon the selection of the successful candidate, the executive will ensure that the candidate understands that materials obtained during skills development will be brought back into the union.

G.2. Priority

Acknowledging that not all requests for resources can be accommodated because of budgetary constraints, priority for funding applications usually will be given according to the following considerations:

For Salaried Officers, skills development to perform the work of the union position is a high priority.

For other members, skills development usually will be focused on those members who are active members in the union.

In the instance of a conflict of interest, the executive member will abstain from the decision making process. A conflict of interest includes, but is not limited to, the situations described in the TSSU By-Law O: Guidelines for Conduct of Elected Officials. For example, a close on-going relationship between a member of the hiring committee and an applicant would be considered a conflict of interest.

H. Elections Policy

Many of the regulations surrounding election procedure are found in the By-Laws. This policy is meant to augment the By-Laws. In the event of a conflict between this document and the By-Laws, the By-Laws shall prevail.

H.1. Eligibility

1. No member shall run for an Executive position if that member has held that position for 2 or more years cumulatively.
2. No member shall run for any of the salaried officer positions if that member has worked as a salaried officer for 4 or more years cumulatively.
3. No member shall hold more than one Executive position simultaneously.

H.2. Responsibility

1. The Trustees or Returning Officer are/is responsible for ensuring that the ballots are secure during the polling period. The following techniques are recommended to ensure ballot box security:
 - a. The following techniques are recommended to ensure ballot box security when using paper ballots:
 - i. keep the ballot boxes in a locker, the combination to which is not known to anyone else, or
 - ii. seal the boxes with a sticker signed by the officer who closes the poll at the end of each day, or
 - iii. seal the boxes with a combination lock, the combination to which is not known to anyone else.
 - b. The following techniques are recommended to ensure secure electronic voting:

- i. Use third party software/server with strong security which can automatically make the vote anonymous (ex. Lime-2013)
 - ii. During the voting period only the Trustee and/or returning officer have direct access to view the results, and add people to the voter list.
 - iii. The secret electronic ballots (also known as tokens) are sent via the software using employer derived email lists, plus those members paying voluntary dues.
2. The membership may appoint an Electoral Committee to assist the Trustees or Returning Officer in the election duties.
3. At the time that nominations are opened, the Trustees or Returning Officer must inform the Membership of the option to strike an electoral committee, of the relevant By-Laws and other such matters of information regarding electoral regulations and procedures.

H.3. Campaigning

1. The TSSU executive will distribute to the Membership one copy of a statement from each candidate. The statements shall not exceed 300 words.
2. None of the TSSU office spaces, materials, computers or resources may be used for campaign purposes.
3. Candidates may not engage in negative campaigning. The Trustee or Returning Officer, whoever is appropriate, is empowered to prohibit any material deemed inappropriate.
4. Candidates shall not campaign or loiter near the physical polling stations during the polling period.
5. The TSSU Executive shall not publicly support or campaign on behalf of any candidate.

H.4. Balloting

1. If paper ballots and polling stations are used for the balloting, then polls shall be open:
 - a. for 2 or 3 days at the Burnaby Mountain campus for a minimum of 4 hours per day during high traffic hours, and
 - b. a minimum of 3 hours at SFU Surrey during high traffic hours, and
 - c. a minimum of 3 hours at SFU Harbour Centre during high traffic hours.
 - d. If at any time we have members working remotely and it is not reasonable for those members to come and vote at Burnaby, Harbour Center or Surrey campuses, every reasonable effort will be made to mail out ballots to members working there 7 days in advance of the polls opening. Elections requiring the results from satellite campuses to declare a winner must wait 14 days from the end of the polls to allow for the mail in ballots to be received before a re-counting and declaring a winner. In the event that

ballots cannot be mailed out 7 days before polls open the wait period before recounting close elections shall be 21 days

2. Using online voting and electronic ballots:
 - a. Electronic polls will deemed open upon the issuing of ballots
 - b. Polls shall stay open for at least 5 days
 - c. A Trustee or Returning Officer shall make themselves reasonably available to add missing members to the online voters list (after verifying they are members) and deal with any problems which may occur with the online system.
 - d. If at any time online voting is not possible (due to vote security, union technical knowledge, server crash, etc.) and this will unreasonably delay the election then:
 - i. Paper ballots and physical polling stations must be used. Communication of the change in voting procedures will be done through an email to all members and through the Stewards network.
 - ii. See 1 above for paper balloting.
 - iii. A report as to the reason for the change and suggestions to fix the problem moving forward will be made at the next GM by the Trustees and Returning Officer.
 - e. When online voting is used to conduct an election, incomplete responses on surveys or ballots shall be considered valid and shall not be discarded.
3. If there is only one candidate for a given position, a yes/no ballot shall be used. In the event that a majority of 'no' ballots are cast, or in the event of a tie, the position will remain vacant and the Trustees or Returning Officer shall re-open nominations for that position.
4. Where there are exactly two candidates contesting a given position, the candidate receiving the majority of votes cast will be declared the winner.
5. Where there are more than two candidates contesting a given position, an Alternative Vote system of balloting shall be employed. Each voter receives one ballot, on which the candidates are marked in order of preference. If no candidate receives the majority of the votes, the candidate receiving the smallest number of votes is eliminated, and any votes for the eliminated candidate are transferred to the next preference on the respective ballots. This process of recounting is repeated until one candidate receives the majority of the votes. See Appendix if more details are needed.
6. In the event of a tie between two candidates, a General Membership meeting will be held within two weeks, where, by a majority vote, the Membership shall decide between the two candidates.

I. Email Policy

All email bearing the TSSU signature be restricted to union business or information from groups with which TSSU is officially affiliated and shall follow the Code of Conduct.

Ratified February 13, 2001

Amended January 2014

J. Executive Institutional Memory, Training, & Transition Policy

The TSSU is a volunteer-driven organization with unavoidable frequent turnover. The continued

strength of the organization is dependent on the ability of the collective to transition knowledge and experience. Training and facilitating transition are integral duties of all Executive Committee members and are included with the compensation set out in the bylaws and policies.

J.1. Supremacy

Where the following policy is in conflict with policies for Salaried Officers (SOs), the policy for SOs shall apply.

J.2. Process for Documenting Institutional Memory

Each Executive Committee member shall maintain an institutional memory document detailing the normal tasks, duties and projects for that member's role, as well as recommendations for effectively fulfilling that role. Updating this document shall be a regular duty of each Executive Committee member, and the status of each document should be reported to the Executive at least once a semester. Each outgoing Executive member shall review this document with their newly elected replacement during the period of training and shall provide an editable electronic copy of the document to the TSSU Executive mailing list within two weeks of the ratification of the election results.

J.3. Process for Training

Following the announcement of election results, outgoing Executive members shall make contact with their newly elected replacements within one week. All reasonable efforts shall be made to find a mutually agreed time for training within two weeks of the ratification of the election results.

If all reasonable efforts are made and fail to result in a mutually agreed time for training, then the Trustees shall delegate another current or outgoing member of the Executive, or a TSSU member who previously held the same Executive position, to conduct the training. If the training has been delegated, the person who conducts the training shall be able to claim the stipend associated with that training.

J.4. Process for Transition

Following the ratification of the new Executive, the previous Executive member shall immediately make all reasonable efforts to ensure the new Executive member has access to the resources of their position, including all electronic accounts. If access is not provided within one week of ratification, the Trustees shall make all reasonable efforts to provide the incoming Executive member with access to the resources of their position, including all electronic accounts. *Ratified July 12, 2016*

K. Harassment Policy (Internal)

The Union recognizes that its members have the right to work in an environment free from harassment. Per the requirements of the laws of British Columbia, the TSSU Internal Harassment Policy sets out a framework for dealing with harassment occurring within the Union environment.

1. Limitations

- a. This policy does not apply to situations better served by external or other policies. These include, but are not limited to:
 - i. Harassment not occurring within the Union between Union Members (consult SFU's Harassment Policy)
 - ii. Poor conduct or disputes which do not meet the definitions of harassment set out in this policy or under the laws of our jurisdiction, including but not limited to simple misbehaviour, personality conflicts, rudeness, etc. (see the Dispute Resolution Process and the Removal of Volunteers Policy)
 - iii. Cases of criminal misconduct (consult law enforcement)

2. Definitions

- a. **Harassment** is defined as deliberate actions which a reasonable individual ought to know to be unwelcome by the recipient and serve no legitimate, work-related purpose, directed towards an individual or individuals. (ii) Harassment may be, but is not limited to being done on the basis of any of the protected grounds of discrimination in the Human Rights Code of BC. These include race, sex/gender, sexual orientation, national or ethnic origins, religion, disability, marital status, political beliefs, possession of children, or conviction for an offense (summary or criminal) unrelated to employment.
- b. **Sexual harassment** constitutes a distinct category including (i) the use of real or perceived authority in procuring sexual favours; (ii) sexual advances with work consequences, actual or implied; (iii) sexual threats, abuse or intimidation of a verbal nature; (iv) unwelcome sexual remarks or questions; and (v) unsolicited and unwanted physical contact. The definition of sexual harassment is not intended to, nor shall it, interfere with normal interactions, social contact and relationships between consenting adults.

- c. **Union members** include anyone who held (at the time of the complaint) membership under section D of the By-Laws. Individuals hired in emergency situations, or by special acts of the General Membership to perform duties (e.g. of a salaried officer) are also considered “members” for the purposes of this policy.
- d. **Internal** means simply “between members” or “within the Union.” Harassment may thus occur outside of the office.
- e. **Internal facilitator** refers to the **Ex-Officio Officer** of the Executive Committee as discussed in §E.2.5.

3. Procedure

- a. The complainant shall contact the **Ex-Officio** assuming informal mediation (*i.e.* working it out, if possible) has failed.
- b. The **Ex-Officio** will hear each side of the story, calling back each person to address contradictions as required.
 - i. A face to face meeting is not required, but is an option if agreeable to all parties
- c. The **Ex-Officio** shall issue a report on the subject, in consultation with the **Coordinator**
- d. In the event the aforementioned procedure (4a-4c) is insufficient, or in the event that the **Ex-Officio** or **Coordinator** is involved in the complaint, or in the event that there is a clear conflict of interest with regards to the **Coordinator** or **Ex-Officio** and a named party, the process shall immediately move to 4e
- e. Should any of the conditions in 4d arise, an external mediator with labour/Union/harassment experience shall be retained by the Union, being paid out of the Arbitration or Professionals budget line items. A list of acceptable mediators is provided herein. The Arbiter will issue a report including their resolutions to the **Coordinator**. The conditions under which the Arbiter is hired or retained shall include the clause that the decision, findings and resolutions – which shall remain confidential – shall not and must not cause undue harm to the Union.
- f. The report shall remain on file with the **Coordinator**.

4. External Mediators

- a. These individuals form the list of mediators who may be employed
- b. This list may be changed by standard amending procedures from time to time
- c. The DRP may use another without recourse to (b) if the named individuals have retired or are unable to do so by virtue of illness or similar
- d. Names:
 - i. Zorica Bosancic – zorikab@shaw.ca (604-880-9841)
 - ii. Mike Dumler – mike@mdulmler.ca (604-340-6774)

Ratified February 2012

L. Hiring Policy

The work of the Hiring Committee Shall be guided by the following policy:

As a prelude to every Hiring Committee's work, the committee members should enter into a discussion about the principles of affirmative action and how they plan to implement those principles for the current hiring. The Hiring Committee shall have a set of selection criteria, a written hiring guideline, a reasonable time line and meeting minutes for use in the event of disputes. The selection criteria shall be prepared before the job is posted, and the content of the job postings shall match the selection criteria.

L.1. Affirmative Action

TSSU is committed to the principle of affirmative action and job postings will indicate the policy.

Affirmative action facilitates the involvement of members in the union regardless of, but not limited to, sex, sexual orientation, gender, age, marital status, physical disability, previous and current psychiatric or psychotherapeutic treatment, color, race, religious or political beliefs, national origin, whether they are a part-time or full-time student, and whether or not they have children and/or dependents.

The principles of affirmative action will be applied at every step in the hiring process.

L.2. Hiring Committee Composition

Hiring for the TSSU will be conducted with a minimum four member committee consisting of, but not limited to, one salaried officer, one Trustee (or one executive in the event that there is not a Trustee available) and at least two general members, who shall be eligible for stipend according to the union's stipend allocation policy. Without participation of general members, the Hiring Committee shall not conduct any key step in the hiring process. The structure of the Hiring Committee shall be maintained at all times throughout the hiring procedure and even if a member of the committee opts out, the committee shall continue and seek another alternate member to restore the structure of the committee as soon as possible.

Normally, the Hiring Committee shall be ratified at a General Membership meeting prior to the hiring process.

L.3. Advertisement

All the job postings shall be sent out at least 10 business days before the application deadline. No applications shall be accepted after the application deadline.

In every posting, there shall be included job duties listing the minimum qualifications normally expected for the position, duration of the hiring process, application deadline, possible interview dates, and contact information. It shall be clearly indicated in the postings that it is the applicant's responsibility to ensure that the Hiring Committee receives their application package. The Hiring Committee will comply with the TSSU Privacy Policy to protect the candidates' personal information. The applicants shall include only the photocopies of important documents in their application packages.

The applicant shall specifically inform the Hiring Committee of any difficulties in advance, e.g. schedule conflict that the applicant may encounter, to get reasonable adjustment for the interview.

To facilitate equitable participation in the work of the union, job postings should be sent to a number of constituency groups on campus including, but not limited to, TSSU members by emails and postings on union boards, Aboriginal Students Association, Association for Students of African Descent, Students of Color Caucus, Out on Campus, Women's Center, as well as the more traditional posting avenues, such as the PEAK, and campus TV displays.

Job postings will indicate that, the preference will be given to TSSU members and that volunteerism with TSSU is an asset. However, where continuity for long term service is desired, priority may be placed on candidates external to the membership. Job postings will stipulate that TSSU uses affirmative action standards in all its hiring practices.

L.4. Confidentiality

The discussion of selection among candidates for any position shall be held in confidence by all members of the Hiring Committee.

L.5. Shortlisting and Selection of Candidates

Usually, every candidate will be interviewed. However, where the number of applications exceeds five, a short list of interview candidates may be compiled. The short list shall include three primary candidates and two secondary candidates. Only those applicants who have been short listed will be contacted. The three primary candidates will be interviewed. The two secondary candidates may be interviewed when necessary. The candidates to be interviewed shall be notified no less than one week (or 5 business days) before the interview time.

Each member of the Hiring Committee shall review all applications and rank order the applicants using the guidelines of the TSSU Hiring Policy and the qualifications listed in the job posting.

The rank ordered lists will be reviewed by the whole Hiring Committee and a short list will be compiled using a consensus model.

Between the deadline for the job applications and the set-up of interviews with short listed candidates, the time period will be no longer than three weeks.

If possible, all interviewees shall be interviewed within one day. Every member of the Hiring Committee shall participate in both the interview and the selection. The selection of candidates shall be based on both the application package and the interview. The selection results shall be produced within one week after the interview.

After the selection, the Hiring Committee shall submit a brief hiring report to both the Executive and the General Membership. The selection results shall be ratified by the General Membership meeting before released to the applicants. At least one backup candidate shall be suggested for the position in the event of the best candidate's refusal to take the job.

Cooperating with TSSU **Coordinator**, the Hiring Committee shall produce and send an offering letter signed by the **Chair** of the Hiring Committee and a contract signed by TSSU **Chair** or **Secretary-Treasurer** to the selected candidate.

L.6. Adjudication of Conflict of Interest

Where disputes or questions arise regarding conflict of interest in the Hiring Committee, the matter shall be referred to the Dispute Resolution Panel to be struck according to the TSSU Dispute Resolution Policy.

A conflict of interest includes, but is not limited to, the situations described in the TSSU ByLaws, O: Conduct of Elected Officials. For example, a close on-going relationship between a member of the Hiring Committee and an applicant would be considered a conflict of interest.

Ratified: Sept. 30, 2004 GM

M. Issuing of Keys Policy

Salaried officers and Executive members shall be the only members issued keys as a standard procedure. Staff persons shall also be issued keys. Upon the election of a new Executive a key requisition shall be made out for keys by the **Coordinator**. The payment of the deposit shall be the responsibility of the person who will be in possession of the keys. Upon the end of the Executive member's term that Executive member shall return the keys if requested by the Executive committee. If that request is not honoured the final paycheque or stipend will be held and no further stipends will be issued by the Union, until proof has been provided to the **Coordinator** that the key(s) has (have) been returned. If a member has been issued a key after completion of a formal key request through the Executive Committee, that member is required to pay the key deposit. It will be the responsibility of the **Coordinator** to keep track of who has been issued keys and whether or not the keys have been returned.

Ratified February 13, 2001

Updated May 27, 2008

Amended at the September 29, 2021 GM

N. Office Closure Policy

The TSSU Offices will be closed if for any reason Simon Fraser University is declared closed to the public. The TSSU Offices will also be closed if one or more of the Salaried Officers, taking into account one or more of the listed "Indicators of Risk" feels that their safety is threatened.

Indicators of Risk:

- busses not running due to issues of safety,
- severe weather or weather warnings,
- relevant road closures due to weather,
- environmental issues or factors such as (but not limited to) painting, tarring of the roof, spilled chemicals, excessive noise, and ventilation issues,
- other situations that could pose a threat to a person or persons in the office.

If a Salaried Officer is not in the office and determines that the office should be closed, both offices shall be phoned and a message left on the voice mail indicating that they won't be in due to issues of risk. If a Salaried Officer is in the office and needs to close the office, a note shall be left on the door indicating that the office is closed.

Ratified June 13, 2001

O. Office Use Policy

It should be first pointed out that the office resources are reserved primarily for activities directly related to TSSU business. TSSU resources are limited, and it is often difficult to accommodate all members' requests for use of the computer, photocopier or other resources within the offices. It should also be made clear that the use of the union office, as well as the use of the resources within, is to be used first and foremost to conduct the daily activities of the union.

Those wishing to use the offices must inform the Salaried Officers when they would like to use the facilities, and together they can establish a convenient time for office use that will not impede the ability of the Salaried Officers to accomplish their work.

If committee members require the use of the office and its resources on a regular basis outside of regular office hours for union business (*e.g.* committee research) they are required to make a formal request to the Executive Committee outlining reasons why they should have a key to the office. The final decision for issuing of keys shall be made by the Executive Committee.

Committee members who wish to use the offices must use the sign in/out book available in each of the offices. Members using the office who are not Executive Members must identify themselves as such, and keep the door of the office closed unless an Executive is present.

*Ratified February 13, 2001
Revised at May 29, 2007 GM*

P. Per Diem Policy

For individuals participating in a Union-funded conference or event, the following amounts will be provided as meal per diem for meals taking place during the scheduled conference days:

	Travel in Canada	Travel in USA	Travel in Rest of World
Breakfast	\$10.00	\$12.00	\$12.00
Lunch	\$14.00	\$16.00	\$16.00
Dinner	\$26.00	\$32.00	\$32.00
Full Day	\$50.00	\$60.00	\$60.00

These funds may be provided by the Union in advance of the conference or event, upon request.

Ratified July 12, 2016

Q. Petty Food Policy

Those committees that are not empowered to spend their budgets through their own decision making process are allowed \$100/semester for meeting refreshments [This money shall be accounted for in the “meeting” expense line].

R. Personal Information Operational Policy

The TSSU is committed to protecting the privacy, confidentiality, accuracy and security of personal information collected to use and retain in the course of conducting our trade union duties.

The following policy has been developed to ensure that TSSU operational practices concerning the collection, use, disclosure and protection of personal information meets the requirements of the *British Columbia – Personal Information Protection Act*. Updated versions of the *TSSU Personal Information Operational Policy* will be posted on the TSSU website at www.tssu.ca. Copies are also available from the TSSU offices, located in AQ5129 and 5130 at Simon Fraser University.

The purpose of the act is to govern the collection, use and disclosure of personal information by organizations in a manner that recognizes both the right of individuals to protect their personal information and the need of organizations to collect, use or disclose personal information for purposes that a **reasonable** person would consider appropriate under the circumstances.

What is Personal Information?

The act defines “personal information” as information about an identifiable individual and includes employee personal information but does not include the name, business contact information or work product information of an employee or organization.

What Information is the TSSU Responsible for Protecting?

The TSSU is responsible for protecting personal information in its possession including personal information that has been received from a third party (*e.g.* SFU Human

Resources) or personal information that may not be in the custody of the TSSU but which has been transferred to a third party.

Collecting, Using and Disclosing Personal Information The TSSU collects personal information in order to:

- maintain a complete record of membership in the union
- maintain communication with members and respond to their enquiries
- investigate and settle grievances, appeals and claims
- collect and manage dues and assessments
- provide notification of elections, referendums and strike votes
- assist the union in representing its members with respect to employment under our collective agreements
- verify eligibility for strike pay and benefits
- provide information about union membership programs and benefits
- administer the business of the union such as correspondence, research (e.g. membership surveys), collective agreement negotiations and working with other unions and related organizations, process stipends, salaries and other financial transactions
- provide web information services such as email bulletins

Personal information may be collected, used or disclosed for any of these identified purposes set out above. If personal information is needed for any purpose other than those set out above, the TSSU will not use or disclose it without obtaining additional consent.

How does the Union Gather Personal Information?

The collection, use and disclosure of information depends on gathering information from the following sources:

- employee lists and copies of contracts supplied by SFU Human Resources
- membership applications
- grievance, appeal or claim forms
- individual's interactions with the union – for example, email, correspondence and telephone
- communications with labour, student and other related organizations

Protection of Personal Information

In order to protect personal information in the union's possession or control, the TSSU has made reasonable security arrangements to protect personal information such as:

- access to personal information is limited to selected employees, volunteers and officers who require access to the information in the performance of their jobs or duties
- security safeguards are in place to prevent unauthorized access on computer systems
- the union will not collect or disclose personal information for purposes other than what has been listed in this operational policy
- the union will do its best to ensure that personal information is accurate and current
- as a matter of course any membership lists or information will not print a member's social insurance or employee number(s) unless a specific need for this information to be included has been identified and measures are being followed to ensure that there is no unauthorized or inappropriate distribution of this information

Elected officers, staff or volunteers found to be abusing personal information can be subject to disciplinary procedures outlined in the TSSU bylaws

How do Individuals Access their Personal Information?

Requests should be addressed to the **TSSU Coordinator**

Address: Teaching Support Staff Union

AQ 5129/5130

8888 University Way Simon Fraser University Burnaby, BC, V5A 1S6

E-mail: tssu@sfu.ca

Email subject heading should read **ATTN: Coordinator**

All requests should state as specifically as possible what information you are requesting. Responses to such requests will be made as soon as possible, usually within thirty (30) days. If for some reason the **Coordinator** is unable to respond within this timeline then the inquirer will be advised.

There may be some types of information the union is prohibited from providing, such as information about another individual that cannot be separated from your information or information that cannot be disclosed for legal reasons.

The TSSU strives to ensure that the personal information we have on file is accurate and as up-to-date as necessary for the identified purposes for which it is being used.

Anyone who is aware of inaccurate personal information in the union's possession should contact the **Coordinator** so that steps can be taken to correct the information.

Can People Decline to Have their Personal Information Collected, Used or Disclosed?

Yes. Anyone including members may notify the union that they do not wish to have their personal information collected, used or disclosed and the union must adhere to these requests unless doing so would frustrate the union's ability to fulfill a legal obligation. However, when a member declines to have their personal information

collected, used or disclosed, this may restrict the union's ability to represent their interests. The member will be informed if this is the case.

Filing a Complaint

Any complaint relating to this *Personal Information Operational Policy* or any of the procedures should be forwarded to the attention of the TSSU **Coordinator**. The **Coordinator** will investigate the complaint and inform the union and the complainant of the necessary steps to resolve the issue. This may include amending the operational policy and changing union practices.

If the union is not able to resolve a complaint or if a complainant is unsatisfied with the resolution or has any other concerns about the TSSU's collection, use and disclosure of personal information the complainant may contact the Office of the Provincial Privacy Commissioner. The TSSU **Coordinator** will provide this contact information upon request.

*Ratified at October 27, 2004 GM
Amended at October 29, 2008 GM*

S. Representatives Policy

S.1. External and Internal Representation

Any external or internal TSSU representative position will be reviewed and ratified on an annual basis. The representative shall provide a semesterly report to the TSSU along with their stipend request. TSSU representatives are elected by the general membership to express and advance the interests of TSSU and are accountable to the membership. They should centre the interests of the entire membership and not their individual views.

S.2. Occupational Health and Safety Representatives

The TSSU Occupational Health and Safety Representatives (OHS reps) are elected by the general membership and shall serve as representatives (and/or alternate representatives) of the TSSU membership on SFU's Local Joint Health and Safety Committees (LJHSCs) and Central University Joint Health and Safety Committee (CUHSC). The Occupational Health and Safety Commissioner, with the assistance of the assigned Executive Resource Person, will appoint OHS reps to SFU Joint Health and Safety Committees. Normally, the Occupational Health and Safety Commissioner and the assigned Executive Resource Person shall serve as the TSSU representatives on CUHSC, while the remainder of OHS reps shall serve on LJHSCs.

OHS Reps are responsible for contributing to protecting the health and safety rights of TSSU members and conducting, with the support of other members of such committees, health and safety inspections and accident investigations. OHS Reps are expected to attend, or arrange for an alternate, for all of their assigned LJHSC meetings and report

back on LHSC activities and issues to the THSC regularly. Time spent on activities, including preparation, for SFU's Committees is compensated by SFU, and OHS reps shall also attend and participate in the regular TSSU Health and Safety Committee (THSC) meetings, for which they will also be eligible to claim a standard committee stipend.

The Occupational Health and Safety Commissioner, with the assistance of the assigned Executive Resource Person, must ensure that the interests of TSSU members are appropriately represented at all SFU Joint Health and Safety Committees by appointing, supporting, and removing TSSU health and safety representatives, as necessary. Potential removal of an OHS Rep shall follow the TSSU Committees Policy: Removal of Volunteers.

S.3. Graduate Student Society (GSS) Representatives

The TSSU has one voting seat on Council ("GSS Rep") of the Simon Fraser Graduate Student Society (GSS) and may appoint one representative and up to two alternate(s) who shall be able to exercise that voting power in the event the GSS Rep is unable to attend. The GSS Rep or their alternate is paid by the GSS for attending meetings and participating in the affairs and governance of the GSS.

Election Process

The GSS Rep and up to two alternates ("GSS Delegates") shall be elected by the TSSU Membership, through a democratic process with notice provided to the membership in advance of the nomination period. GSS Delegates must be members in good standing of the GSS and TSSU. The terms of GSS Delegates will last one year commencing in May. Nominations and elections shall normally occur in the Spring Semester. In the event of vacancies, a by-election may be held through an equivalent democratic process to the regular election cycle.

Duties

The GSS Rep shall attend and participate in all meetings of the GSS that they are required to attend and shall arrange for one of the alternates to attend and participate if they cannot. GSS Delegates shall exercise their voting rights to advance the best interests of the Union and commit to uphold the fiduciary duties required of a Councillor.

The GSS Delegates shall periodically report back to the General Membership and/or Executive as appropriate, present news of interest to the Union and seek input and guidance regarding votes.

Stipend

GSS Delegates are eligible to claim stipends equal to the standard committee stipend.

Amended July 4, 2022

S.4. Simon Fraser Student Society (SFSS) Council Representative

The TSSU has one voting seat on Council ("SFSS Rep") of the Simon Fraser Student Society (SFSS) and may appoint one representative and up to two alternate(s) who shall be able to exercise that voting power in the event the SFSS Rep is unable to attend. The SFSS Rep or their alternate is paid by the SFSS for attending meetings and participating in the affairs and governance of the SFSS.

Election Process

The SFSS Rep and up to two alternates ("SFSS Delegates") shall be elected by the TSSU Membership, through a democratic process with notice provided to the membership in advance of the nomination period. SFSS Delegates must be members in good standing of the SFSS and TSSU. The terms of SFSS Delegates will last one year commencing in May. Nominations and elections shall normally occur in the Spring Semester. In the event of vacancies, a by-election may be held through an equivalent democratic process to the regular election cycle.

Duties

The SFSS Rep shall attend and participate in all meetings of the SFSS that they are required to attend and shall arrange for one of the alternates to attend and participate if they cannot. SFSS Delegates shall exercise their voting rights to advance the best interests of the TSSU and commit to uphold the fiduciary duties required of a Councillor.

The SFSS Delegates shall periodically report back to the General Membership and/or Executive as appropriate, present news of interest to the Union and seek input and guidance regarding votes.

Stipend

SFSS Delegates are eligible to claim stipends equal to the standard committee stipend.

Added July 4, 2022

S.5. Vancouver District Labour Council (VDLC) Representatives

The Vancouver and District Labour Council (VDLC) delegates (four and an alternate) shall be responsible for representing the TSSU at VDLC meetings. Delegates shall report back matters of interest in the VDLC to the Membership at each GM. Delegates will also report matters of interest to the VDLC of the activities of the TSSU (e.g. bargaining, workplace action, extraordinary events in the TSSU workplace). VDLC delegates shall receive a standard committee stipend on the condition that they attend at least one VDLC meeting each semester.

Potential removal of a VDLC delegate shall follow the TSSU Committees Policy: Removal of Volunteers. Delegate terms will last one year and nominations will commence in the November GM of the year and will close in the January GM. Ratification of the VDLC delegate will occur at the January GM. For non-contested positions the voting will be in

the form of a yes-no ballot for each candidate. In the event that there are more than four candidates (or more than two candidates for alternate) then the candidates will be marked in order of preference. The candidates receiving the majority of votes will be deemed the winner.

Amended at July 22, 2021 GM

T. Salaried Officers Benefits Policy

Current as of May 31, 2022

Preamble

1. This policy represents the conditions of employment for the Salaried Officers (SOs) of the Teaching Support Staff Union (TSSU).
2. SOs receive benefits based on those benefits that TAs, TMs, and Sessionals receive through the Collective Agreement and associated Memorandums & Letters. SOs have an obligation to first obtain those benefits through the Collective Agreement, and only if those benefits listed below are not available to them, shall the associated section of this policy apply.
3. Hours of work rates of pay and benefits for SOs shall be determined by the General Membership. To ensure that the Union is engaging in fair labour practices, once an SO has accepted terms of employment – assumed their elected position – rollbacks of salary, benefits, or hours allotted, cannot take effect until the end of the affected SO's one year term. Remuneration and paid hours of work can increase at any point in the SO's term to reflect increases in workload or other changing conditions. In no case shall rates of pay for SOs exceed the highest rate of pay for Teaching Assistants.

T.1. Job Description

There are six (6) elected Salaried Officers (SOs) in the TSSU: **Chief Steward I, Chief Steward II, Coordinator, Organiser I, Organiser II, and Secretary-Treasurer**. The job descriptions for each of these elected salaried officials are contained in bylaw E.2 of the Union. The Union recognizes the changes that may occur in the details of the job descriptions depending upon the focus of the people elected for the various positions and the composition of the Executive at any one time.

Amended May 31, 2022

T.2. Benefits

All benefits for the SOs of the Union, in past practice, follow those included in the Collective Agreement for the Union membership. The benefits listed below are either not explicitly included in the Collective Agreement or need clarification for the particulars of the SO's job. Each benefit is of importance to the working context of the SOs.

T.2.1. Transportation

The SO will be paid the equivalent of an East Parking Lot semesterly pass on Burnaby Mountain Campus for each semester in which the SO holds office. This money may also be used towards other transportation costs such as a bus pass.

Expired or expiring outgoing SO parking passes will be replaced by Visitor's parking for no more than two weeks during the period the SO is training an incoming SO. Requests for parking benefits other than the above will be assessed on a case-by-case basis by the Union Executive.

T.2.2. Medical

1. Upon proof of premium payment, the Union will pay the same percentage for the Medical Service Plan (MSP) and Extended Health Benefit (EHB) premiums for the SO and their dependents as the University Administration pays for TSSU members holding an appointment as per Article 27.A., Benefits and Leaves, in the *Collective Agreement*.
2. The Union will pay the same percentage of the cost for an alternative insurance carrier if the SO is not eligible for MSP, at the same rate as the University Administration pays for non-MSP eligible TSSU members holding an appointment as per Article 27.A., Benefits and Leaves, in the *Collective Agreement*.

T.2.3. Dental Plan

1. Upon proof of premium payment, the Union will pay the same percentage for the Dental Plan premiums for the SO, and their dependents, at the same rate as the University Administration pays for TSSU members holding an appointment as per Article 27.A., Benefits and Leaves, in the *Collective Agreement*.
2. SOs may choose an insurance provider other than Pacific Blue Cross but will be reimbursed according to the Dental Plan referred to in Article 27.A., Benefits and Leaves, in the *Collective Agreement*.

T.2.4. Childcare

Upon proof of payment, an SO with children (under twelve [12] years of age) will be paid fifty percent (50%) of monthly childcare expenses up to a maximum of three hundred dollars (\$300) per child per month.

T.2.5. Sick Leave

During their appointment the SO is entitled to access paid sick leave in accordance with Article 27.C. on Sick Leave for TAs, TMs, GFs, and Sessional Instructors in the *Collective Agreement*.

In the event that an SO is unable, through illness or other temporary disability, to perform their duties, the SO shall inform the TSSU office as soon as possible. Normally, medical documentation is not required for short-term absences. The Union Executive

may ask for medical documentation for absences. The Union Executive may ask for medical documentation for absences of more than three (3) days where the employee has scheduled duties. Medical documentation may also be requested for any absence if the Union Executive believes that there is an excessive use of sick leave or if sick leave is being abused.

The SO's remuneration and benefit coverage will continue while they are off sick for one (1) month or until the end of their appointment, whichever period is shorter. For absences extending more than one (1) month, the SO's benefits will continue until the end of their term of appointment.

T.2.6. Maternity and Parental Leave

1. Maternity and Parental Leave without pay shall be available to an SO on the same basis as the total durations for Maternity and Parental Benefits as available under the Employment Insurance Act and its associated regulations. For greater clarity, there shall be no hours worked threshold applied to qualify for these leaves.
2. Extensions of up to six (6) additional weeks leave without pay shall be available where the SO is unable to return to work for a medical reason related to the birth or where the child is at least six (6) months of age before coming into the SO's custody, and if 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.
3. Notice Requirements and Commencement of Leave
 - a. An SO of the TSSU who requests parental leave for the adoption or caring of a child shall be required to provide proof to the Union Executive of adoption or birth of the child.
 - b. An SO 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 SO shall provide as much notice as possible.)
 - c. The SO who has been granted maternity or parental leave must provide four (4) weeks' notice in writing of the date the SO intends to return to work.
 - d. Where a pregnant SO gives birth before requesting maternity leave or before commencing maternity leave, the Officer's maternity leave will be deemed to have started on the date the Officer gave birth.
4. Return to Work
 - a. On resuming employment from maternity or parental leave, the SO shall be reinstated in all respects in the position previously occupied by the SO.
 - b. This section (5) does not apply in the event that the SO's term of office has expired.
5. MSP Coverage

- a. While an SO is on maternity or parental leave MSP coverage shall be maintained by the union.

T.2.7. Family Care Family Leave

An SO of the TSSU is entitled to five (5) days of paid family leave per term of office to meet the responsibilities related to the care, health, or education of a child in the SO's care or for the health of any other member of that SO's immediate family.

T.2.8. Compassionate Leave

An SO of the TSSU may be granted up to five (5) days paid leave per term of office in the event of the death or serious illness striking a close family member or friend of the SO.

T.2.9. Court Appearances

TSSU shall grant paid leave to any SO called upon to perform jury duty, or required by subpoena to appear in Court. The SO shall inform the Union Executive as soon as the SO is advised of such requirement. The SO shall pay to TSSU any honoraria, other than expenses, paid to that SO by the Crown for those times when the SO had scheduled working hours.

T.2.10. Vacation Time and Pay

The SO will receive three (3) weeks of paid vacation time during that SO's term in office at the rate of one (1) week per semester, which must be fully exhausted before the end of the yearly term. It will be expected that the Officer will consult with the Executive Committee as to the time(s) chosen with sufficient notice, so that any needed arrangements can be made for employee's period of vacation.

Statutory and University holidays and University closures are not considered part of the vacation period.

The SO's vacation must be fully used up before the end of each yearly term. Furthermore, the unutilized vacation time will not be paid out except under extraordinary circumstances, such as when the union is in bargaining, with the approval of the General Membership.

The paid statutory and University holidays are not considered as vacation days.

T.3. Working Conditions

The working conditions listed below are working conditions, which are not explicitly included in the Collective Agreement. Each working condition is of importance to the working context of the SOs.

T.3.1. Hours of Work

Under normal circumstances, **Organiser I & II**, **Chief Steward I & II**, the **Coordinator**, and the **Secretary-Treasurer** are allotted twenty-five (25) working hours per week, forty-nine (49) weeks

per year (1225 hours annually). The actual work schedule shall be determined in consultation with the other SOs and the Union Executive, taking into account the needs of the Union and of the SO in question, where possible. Each SO will be responsible for publicly posting a schedule of regular work hours for each semester during which the SO is employed. The hours of work should fall within the normal business hours of the University.

It is the responsibility of each SO to monitor the number of hours the SO has worked over the course of a given day and/or pay period. This allows for flexibility in work schedules, so that the fluctuations in work-load can be recognized and appropriately dealt with. SOs will be responsible for making up missed hours or compensating for extra hours accumulated. SOs shall be allowed to accumulate a reasonable excess or deficit of hours if said excess or deficit will be corrected within a reasonable period. However, each SO is expected to notify the Executive Committee without delay of any excess or deficit over ten (10) hours.

If a reorganization of hours requires a Salaried Officer (SO) to be absent from the officer for five (5) or more consecutive business days, the following procedure will be followed:

- 1) Salaried Officer must notify the executive within a minimum of ten (10) business days in advance, if possible.
- 2) At the next executive meeting (or a special executive meeting if no executive meeting is scheduled within the ten (10) days) the Salaried Officer will present a plan for the reorganization.
- 3) Every effort will be made to come to a mutual agreement about the reorganization.
- 4) If mutual agreement cannot be reached, the matter will be put to a vote in the executive. In this case, the dispute and plan for reorganization will be presented objectively to the membership at the next General Membership meeting.

SOs are generally expected to rectify excesses in hours worked by taking paid vacation at a time mutually acceptable to the SO and the Union Executive, where possible. Any other workload concerns, including a request for a workload review, should be brought to the attention of the Union Executive without delay.

Amended May 31, 2022

T.3.2. Work Breaks

Each SO will receive a thirty (30) minute eating break for every five (5) hours worked. Another thirty (30) minutes will be set aside for the SO to have two fifteen (15) minute breaks during each shift. It will be the SO's responsibility to delegate how this time is distributed during the work day. An SO may choose not to take these breaks, as workload requires.

These breaks shall be paid in cases where the SO is required to be in the office (e.g. to answer telephone calls) during the allotted break time.

T.3.3. Optional Extra Hours

It is recognized by the Union that during certain times of the term, year, and Collective Agreement, individual SO positions require work above the regular assigned weekly hours. During these times, additional hours may be allotted to SOs by the Executive.

1. When an SO is absent for a period of one week or more, the remaining SOs may each take up to five (5) hours per week to compensate for the extra work required of them. Requests for compensation for these optional extra hours shall include a detailed description of the additional work done by the SO to compensate for the absent SO. Incomplete requests shall be rejected.
2. For the processing of contracts, up to twenty-five (25) extra hours per semester are available to be allotted by the Executive amongst the Coordinator and other SOs.
3. To prepare for and attend Department Orientations, up to twenty (20) optional extra hours are available to be allotted by the Executive amongst the Organizers and other SOs.
4. To prepare for and attend arbitrations, up to twenty (20) optional extra hours are available to be allotted by the Executive to the Chief Stewards and other SOs.
5. To prepare for and mobilize a strike, up to twenty (20) optional extra hours per semester are available to be allotted by the Executive amongst the Coordinator, Organizers, and other SOs.
6. Should one or more SO positions either become vacant or be staffed by a Stipended Officer or other member, the reassigned duties and extra hours of work shall be determined by the Executive in accordance with By-Law E.2.11.

Other than as stated above, the SOs will not be eligible for any compensation for extra hours of work during each week, unless approved by the General Membership

Amended at July 18 2023 GM

T.3.4. Payments from SFU for Hours

Where SFU pays SOs for work performed, for example for TA/TM day presentations, for duties performed for SFU's Health and Safety Committees, and other similar instances, such payments shall not result in duplicate payment of hours. Hours paid by SFU shall not be counted towards SO hours.

Included in July 18 2023 GM

T.3.5. Issues Pertaining to Contract Negotiations, Strikes and Lockouts

In the event of a strike by or lockout of TSSU members, SOs will be expected to report to work as usual. Should access to the Union Officers be blocked by the University as a result of job action or lockout, the revised duties of the SOs will be determined by the Executive. SOs will continue to receive their normal pay during such periods (*c.f.* motion passed at the GM of January 29, 2002).

Extra hours worked by SOs during periods of strike or lockout will be compensated according to the Contract Committee Stipend schedule.

T.3.6. Job Training

During a transitional period where newly elected SOs take office as per *By-Law E.1.4*, there will be a two week training period for the incoming Officer. The outgoing SO will conduct on the job training during this period. SOs will be expected to provide this training and to write a comprehensive exit report as their final tasks as an elected SO of the Union. Both the incoming and the outgoing SOs will be paid during this training period.

T.4. Termination of Office

- 1) If the SO terminates their employment, then that SO shall provide written notice at least two weeks in advance, unless there are extenuating circumstances.
- 2) The Union can terminate the elected SO's employment through the process of recall. Any SO may be recalled by referendum ballot of the TSSU membership, according to the process detailed in TSSU *By-Law E.4*.
- 3) Compensation Eligibility

An SO who is terminated by the Union is eligible for compensation for length of service based on the following formula:

- after three (3) months consecutive employment, one (1) week's pay.
- after one (1) full term of office, two (2) weeks pay.

A week's pay is calculated by totaling the SO's wages, excluding overtime, earned in the last 8 weeks in which the SO worked normal hours, and dividing this amount by 8.

Annual vacation pay is payable on this compensation.

TSSU is not required to pay compensation on termination if:

- the SO has quit
- the SO has not completed 3 months of consecutive employment
- the SO was dismissed for just cause
- the Union has given an SO advance written notice of successful recall equal to the number of the week's pay for which the SO is eligible.

TSSU may give an SO a combination of recall notice and compensation equal to the number of week's pay for which the employee is eligible.

T.5. Employment Conflict and Resolution

In the case of employment conflict, and its resolution, the issues will be taken to the Internal Relations Committee **without delay**. The Internal Relations Committee shall investigate the matter and may invoke the Dispute Resolution Policy. The approach to deal with labour conflict is based on mediation.

T.6. Rates of Pay

T.6.1. Rates of Pay

The pay of the elected SO shall not exceed that of the highest rate of pay of Teaching Assistants as calculated by the formula. Any approvals for retroactive pay or overtime, beyond those outlined in the bylaws and policies, need to be passed by the General Membership at one of the monthly meetings.

The SO's rate of pay shall be calculated as the as the mean between the rates of pay of a Graduate Teaching Assistant 1 (GTA1) and Graduate Teaching Assistant 2 (GTA2) exclusive of vacation pay plus \$0.40/hour in lieu of pension and RRSP. The formula is as follows, SO Rate of Pay = $\left[\frac{\{GTA 1 \text{ (Base Unit (BU) wage) + Scholarship GTA 1 + GTA 2 + Scholarship GTA 2}\}}{\text{Max Hours per BU 42}} \right] + 0.40$. See the Collective Agreement for precise definitions and values.

The SO Rate of Pay shall be recalculated commensurate with any TA compensation changes and retroactive wage increases on the same schedule as for TAs.

Amended: July 22, 2022 GM

T.6.2. Statutory and University Holidays

There are nine (9) statutory holidays in BC: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, and Christmas Day. In addition to these statutory holidays, the University designates Boxing Day and Easter Monday as holidays. The TSSU also recognizes May Day (May 1st) as a holiday. The paid statutory and University holidays are not considered as vacation days.

T.6.3. Additional Religious Holidays

Any SOs who wish to observe additional religious holidays will be given leave of absence without pay.

T.6.4. University Closure

Should the University, or the area of the University containing the Union Offices, be officially declared temporarily closed due to environmental conditions, utility disruptions, road conditions, "acts of God", or other reasons beyond the control of the SOs, the SOs working on campus 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.

University closures are not considered as vacation days.

*Ratified at Sept. 30, 2004 GM
Amended at Nov. 22, 2017 GM
Amended March 26, 2020 GM*

U. Salaried Executive Officers and Committee Commissioners Benefits Policy

Preamble

1. This policy represents the conditions of employment for the Salaried Executive Officers (SEOs) and the Commissioners of the Teaching Support Staff Union (TSSU).
2. The SEOs and Commissioners receive benefits based on those benefits that TAs, TMs, and Sessionals receive through the Collective Agreement and associated Memorandums & Letters. SEOs and Commissioners have an obligation to first obtain those benefits through the Collective Agreement, and only if those benefits listed below are not available to them, then the equivalent section of this policy shall apply.
3. Hours of work rates of pay and benefits for SEOs and Commissioners shall be determined by the General Membership. To ensure that the Union is engaging in fair labour practices, once an SEO or Commissioner has accepted terms of employment – assumed their elected position – rollbacks of salary, benefits, or hours allotted cannot take effect until the end of the affected SEO or Commissioner’s one year term. Remuneration and paid hours of work can increase at any point in their term to reflect increases in workload or other changing conditions. In no case shall rates of pay for SEOs and Commissioners exceed the highest rate of pay for Teaching Assistants.

U.1. Job Description

There are three elected Salaried Executive Officers (SEOs) in the TSSU - **Chair, Trustee I, and Trustee II** - and two elected Commissioners - **Solidarity and Social Justice (SSJC) Commissioner and Occupational Health and Safety (OHS) Commissioner**. The job descriptions for each of these Salaried Elected Officials and Commissioners are contained in bylaw E.2 of the Union. The Union recognizes the changes that may occur in the details of the job descriptions depending upon the focus of the people elected for the various positions and the composition of the Executive at any one time.

U.2. Benefits

The benefits listed below are either not explicitly included in the Collective Agreement or need clarification for the particulars of the SEO’s or Commissioner’s job.

U.2.1. Transportation

SEOs will be paid 20% and Commissioners 40% of an east parking lot semesterly parking pass on Burnaby Mountain Campus for each semester in which they hold office. This money may be used towards any transportation costs incurred.

Expired or expiring outgoing SEO or Commissioner parking passes will be replaced by Visitor's parking for no more than two weeks during the period the SEO or Commissioner is training an incoming SEO or Commissioner. Requests for parking benefits other than the above will be assessed on a case by case basis by the Union Executive.

U.2.2. Medical

1. Upon proof of premium payment, the Union will pay the same percentage for the Medical Service Plan (MSP) and Extended Health Benefit (EHB) premiums for the SEO and Commissioner, and their dependents, at the same rate as the University Administration pays for TSSU members holding an appointment as per Article 27.A., Benefits and Leaves, in the *Collective Agreement*.
2. The Union will pay the same percentage of the cost for an alternative insurance carrier if the SEO or Commissioner is not eligible for MSP at the same rate as the University Administration pays for non-MSP eligible TSSU members holding an appointment as per Article 27.A., Benefits and Leaves, in the *Collective Agreement*.

U.2.3. Dental Plan

1. Upon proof of premium payment, the Union will pay the same percentage for the Dental Plan premiums for the SEO and Commissioner, and their dependents, at the same rate as the University Administration pays for TSSU members holding an appointment as per Article 27.A., Benefits and Leaves, in the *Collective Agreement*.
2. SEOs and Commissioners may choose an insurance provider other than Pacific Blue Cross, but will be reimbursed up to the amount, and at the rate, according to the Dental Plan referred to in Article 27.A., Benefits and Leaves, in the *Collective Agreement*.

U.2.4. Childcare

Upon proof of payment, an SEO with children (under twelve [12] years of age) will be paid fifty percent (50%) of monthly child care expenses up to a maximum of three hundred dollars (\$300) per child per month.

U.2.5. Sick Leave

During their appointment, the SEOs and Commissioners are entitled to access paid sick leave in accordance with Article 27.C. on Sick Leave for TAs, TMs, GFs, and Sessional Instructors in the *Collective Agreement*.

In the event that an SEO or Commissioner is unable, through illness or other temporary disability, to perform their duties, the SEO or Commissioner shall inform the TSSU office as soon as possible. Normally, medical documentation is not required for short-term absences. The Union Executive may ask for medical documentation for absences. The Union Executive may ask for medical documentation for absences of more than three (3) days where the employee has scheduled duties. Medical documentation may also be

requested for any absence if the Union Executive believes that there is an excessive use of sick leave or if sick leave is being abused.

The SEO's or Commissioner's remuneration and benefit coverage will continue while they are off sick for one (1) month or until the end of their appointment, whichever period is shorter. For absences extending more than one (1) month, the SEO's and Commissioner's benefits will continue until the end of their term of appointment.

U.2.6. Maternity and Parental Leave

1. Maternity and Parental Leave without pay shall be available to an SEO or Commissioner on the same basis as the total durations for Maternity and Parental Benefits as available under the Employment Insurance Act and its associated regulations. For greater clarity, there shall be no hours worked threshold applied to qualify for these leaves.
2. Extensions of up to six (6) additional weeks leave without pay shall be available where the SEO or Commissioner is unable to return to work for a medical reason related to the birth or where the child is at least six (6) months of age before coming into the SEO's or Commissioner's custody, and if 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.
3. Notice Requirements and Commencement of Leave
 - a. An SEO or Commissioner of the TSSU who requests parental leave for the adoption or caring of a child shall be required to provide proof to the Union Executive of custody or birth of the child.
 - b. The SEO or Commissioner 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 SEO shall provide as much notice as possible.)
 - c. The SEO or Commissioner who has been granted maternity or parental leave must provide four (4) weeks' notice in writing of the date the SEO or Commissioner intends to return to work.
 - d. Where a pregnant SEO or Commissioner gives birth before requesting maternity leave or before commencing maternity leave, the Officer's maternity leave will be deemed to have started on the date the Officer gave birth.
4. Return to Work
 - a. On resuming employment from maternity or parental leave, the SEO or Commissioner shall be reinstated in all respects in the position previously occupied by the SEO or Commissioner.
 - b. This section (5) does not apply in the event that the SEO's or Commissioner's term of office has expired.
5. MSP Coverage

- a. While an SEO or Commissioner is on maternity or parental leave MSP coverage shall be maintained by the union.

U.2.7. Family Care Family Leave

An SEO or Commissioner of the TSSU is entitled to five (5) days of paid family leave per term of office to meet the responsibilities related to the care, health, or education of a child in the SEO's or Commissioner's care or for the health of any other member of that SEO's or Commissioner's immediate family.

U.2.8. Compassionate Leave

An SEO or Commissioner of the TSSU may be granted up to five (5) days paid leave per term of office in the event of the death or serious illness striking a close family member or friend of the SEO.

U.2.9. Court Appearances

TSSU shall grant paid leave to any SEO or Commissioner called upon to perform jury duty, or required by subpoena to appear in Court. The SEO shall inform the Union Executive as soon as the SEO is advised of such requirement. The SEO shall pay to TSSU any honoraria, other than expenses, paid to that SEO by the Crown for those times when the SEO had scheduled working hours.

U.2.10. Vacation Time and Pay

The Salaried Executive Officers (SEO) and Commissioners will receive three (3) weeks of paid vacation time during that SEO's or Commissioner's one year term in office at the rate of one (1) week per semester for SEOs and five (5) hours per semester for Commissioners, which must be fully exhausted before the end of the yearly term. It will be expected that the SEO or Commissioner will consult with the Executive Committee as to the time(s) chosen with sufficient notice, so that any needed arrangements can be made for the SEO's or Commissioner's period of vacation.

Statutory and University holidays and University closures are not considered part of the vacation period. Statutory and University holidays should calculate one day separately as one-fifth of the SEO's weekly pay and 1 hour for Commissioners.

U.2.11 Statutory and University Holidays

There are nine (9) statutory holidays in BC: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, and Christmas Day. In addition to these statutory holidays, the University designates Boxing Day and Easter Monday as holidays. The TSSU also recognizes May Day (May 1st) as a holiday. The paid statutory and University holidays are not considered as vacation days.

U.2.12. Additional Religious Holidays

Any SOs who wish to observe additional religious holidays will be given leave of absence without pay.

U.2.13. University Closure

Should the University, or the area of the University containing the Union Offices, be officially declared temporarily closed due to environmental conditions, utility disruptions, road conditions, "acts of God," or other reasons beyond the control of the SEOs or Commissioners, the SEOs or Commissioners working on campus 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.

University closures are not considered as vacation days.

The SEO's or Commissioner's vacation must be fully used up before the end of each yearly term, and unutilized vacation time will not be paid out except under extraordinary circumstances, such as when the union is in bargaining, with the approval of the General Membership.

The paid statutory and University holidays are not considered as vacation days.

U.3. Job Training

During a transitional period where newly elected SEOs and Commissioners take office as per By-Law E.1.4, there will be a two-week training period for the incoming Officer. The outgoing SEO or Commissioner will conduct on the job training during this period. SEOs and Commissioners will be expected to provide this training and to write a comprehensive exit report as their final tasks as an elected SEO or Commissioner of the Union. Both the incoming and the outgoing SEOs and Commissioners will be paid during this training period.

U.4. Termination of Office

1. If the SEO or Commissioner terminates their employment, then that SEO or Commissioner shall provide written notice at least two weeks in advance, unless there are extenuating circumstances.
2. The Union can terminate the elected SEO's or Commissioner's employment through the process of recall. Any SEO or Commissioner may be recalled by referendum ballot of the TSSU membership, according to the process detailed in TSSU By-Law E.4.
3. Compensation Eligibility
 - a. An SEO or Commissioner who is terminated by the Union is eligible for compensation for length of service based on the following formula:
 - after three (3) months consecutive employment, one (1) week's pay.
 - after one (1) full term of office, two (2) weeks pay.

- b. A week's pay is calculated by totaling the SEO's or Commissioner's wages, excluding overtime, earned in the last 8 weeks in which the SEO or Commissioner worked normal hours, and dividing this amount by 8. Annual vacation pay is payable on this compensation.
- c. TSSU is not required to pay compensation on termination if:
 - the SEO or Commissioner has quit
 - the SEO or Commissioner has not completed 3 months of consecutive employment
 - the SEO or Commissioner was dismissed for just cause
 - the Union has given an SEO or Commissioner advance written notice of successful recall equal to the number of the week's pay for which the SEO or Commissioner is eligible.

TSSU may give an SEO or Commissioner a combination of recall notice and compensation equal to the number of week's pay for which the employee is eligible.

U.5. Employment Conflict and Resolution

In the case of employment conflict, and its resolution, the issues will be taken to the Internal Relations Committee without delay. The Internal Relations Committee shall investigate the matter and may invoke the Dispute Resolution Policy. The approach to deal with labour conflict is based on mediation.

U.6. Rates of Pay

The pay of the elected SEO or Commissioner shall not exceed that of the highest rate of pay of Teaching Assistants as calculated by the formula below. Any approvals for retroactive pay or overtime, beyond those outlined in the bylaws and policies, need to be passed by the General Membership at one of the monthly meetings.

The SEO's or Commissioner's rate of pay shall be calculated as the mean between the rates of pay of a Graduate Teaching Assistant 1 (GTA1) and Graduate Teaching Assistant 2 (GTA2) exclusive of vacation pay plus \$0.40/hour in lieu of pension and RRSP. The formula is as follows: $\text{SEO or Commissioner Rate of Pay} = \frac{[\text{GTA 1 (Base Unit (BU) wage)} + \text{Scholarship GTA 1} + \text{GTA 2} + \text{Scholarship GTA 2}]}{\text{Max Hours per BU 42}} / 2] + 0.40$. See the Collective Agreement for precise definitions and values.

The SEO or Commissioner Rate of Pay shall be recalculated commensurate with any TA compensation changes and retroactive wage increases on the same schedule as for TAs.

Added October 20, 2021 GM

V. Sessional Seniority Assertion Policy

Our collective agreement language places no limit on the number of courses for which a Sessional Instructor may assert seniority. In recognition of bargaining history where

TSSU's Contract Committee believed a limit would be necessary, and the need for Sessional Instructors to be able to acquire sufficient work to earn a living wage equivalent salary, the TSSU membership has decided the following:

1. TSSU shall not pursue a selection grievance where a Sessional Instructor has already asserted seniority and received an appointment for 4 courses in a semester.
2. TSSU shall not pursue a selection grievance where a Sessional Instructor has already asserted seniority and received an appointment for 8 courses in an academic year (Fall to Summer).

This policy does not and shall not limit the ability of Sessional Instructors to apply for an unlimited number of courses. This policy only limits the ability of TSSU to pursue a selection grievance.

W. Sessional Seniority List Tie-Breaking Policy

Each semester the generation of a new seniority list for Sessional Instructors results in a new set of ties, where multiple instructors have taught the same number of semesters. The following procedure shall be used to create an order among the Sessional Instructors involved in the tie:

1. The Sessional Instructors shall be ordered with those with the earliest first semester taught at SFU as a Sessional Instructor coming first. For these purposes, this shall be the actual first semester taught as a Sessional, regardless of breaks in service.
2. If any ties remain, the Sessional Instructors shall be ordered by creation of an ordered list using a hardware random number generator or pseudo-random number generator of statistical quality equivalent to or exceeding that of the Mersenne Twister algorithm. In the case of a pseudo-random number generator the seed shall be determined by a process of chance yielding at least 20 binary digits.

The tie-breaking procedure shall be on the public calendar, and open to any TSSU member to attend. Any computer code or algorithm used to break ties must be available for inspection, compilation, testing and distribution by any TSSU member.

Amended at January 22, 2019 GM

X. Stipend Policy

Preamble

The TSSU operates thanks to the hard work and dedication of its volunteers who are often students struggling to make ends meet. In recognition of the volunteer work and

financial hardships of many TSSU members, members who volunteer their time to the Union are eligible to apply for a small stipend, as outlined below. The TSSU also recognizes that the value of this stipend often does not reflect the amount of work done by a volunteer, and, therefore, except in cases of negligence or gross misconduct, stipends will be granted automatically.

X.1 Process for Executive Stipends

At an Executive meeting close to the end of the semester, stipended Executive members shall submit a written report for discussion and constructive feedback. The report should summarize completed tasks, duties and projects as well as any work not completed, and identify both successful methods of carrying out duties and problems to watch out for. The report should also identify any union procedures or structures which make it difficult for the member to carry out assigned duties and, if possible, make recommendations for change.

All non-SO Executive members may claim a pro-rated stipend for each month of their term. If a non-SO Executive member has attended an Executive meeting during the month or provided regrets to that meeting with an accompanying report summarizing completed tasks, duties and projects as well as any work not completed, then the stipend request for that month will normally be granted automatically.

Upon submission of an exit report and updated institutional memory document and completion of training of the new Executive member, an outgoing non-SO Executive member may claim up to one month's stipend for the month following the end of their term.

Unless otherwise specified, the non-SO executive stipends are:

- **Secretary-Treasurer:** \$1120 per semester or \$280/ month.
- All other non-SO Executive positions: \$360 / semester or \$90 / month.

Stipend requests for any one semester must be submitted by the end of the first week of the following semester. However, if an Executive member is not appropriately notified, an exception to the time limit will be granted.

X.2. Process for Salaried Executive Officer Pay

Elected Salaried Executive Officers (SEOs) positions—the **Chair**, **Trustee I**, and **Trustee II**— are considered salaried positions based on five (5) hours of work per week.

Hours of Work

Under normal circumstances, the Chair and Trustees I & II are allotted five (5) working hours per week, forty nine (49) weeks per year (245 hours annually). The actual work shall be determined by the needs of the membership and the Union Executive, taking into account the situation of the SEO in question, where possible. It is the responsibility of each SEO to monitor the number of hours the SEO has worked over the course of a

given pay period to allow for fluctuations in workload to be recognized and appropriately dealt with. SEOs will be responsible for compensating for extra hours accumulated or making up missed hours. SEOs shall be allowed to accumulate a reasonable excess or deficit of hours if said excess or deficit will be corrected within a reasonable period of time. Each SEO is expected to notify the Executive Committee without delay of any excess or deficit over ten (10) hours.

Leaves

Leaves for Salaried Executive Officers shall be equal to the Leaves set out in the Salaried Officer Policy Section 1, articles, E., F., G., H., & I.

Vacation Time and Pay

The Salaried Executive Officers (SEO) and Commissioners will receive three (3) weeks of paid vacation time during that SEO's one year term in office at the rate of one (1) week per semester for SEOs and five (5) hours per semester for Commissioners, which must be fully exhausted before the end of the yearly term. It will be expected that the Officer will consult with the Executive Committee as to the time(s) chosen with sufficient notice, so that any needed arrangements can be made for the SEO's period of vacation.

Statutory and University holidays and University closures are not considered part of the vacation period. Statutory and University holidays should calculate one day separately as one-fifth of the SEO's weekly pay and 1 hour for Commissioners.

The SEO's vacation must be fully used up before the end of each yearly term, and unutilized vacation time will not be paid out except under extraordinary circumstances, such as when the union is in bargaining, with the approval of the General Membership. The paid statutory and University holidays are not considered as vacation days.

Added July 4, 2022

X.3. Process for Commissioner Stipends

The Solidarity & Social Justice Commissioner and the Occupational Health & Safety Commissioner will be entitled to be paid a wage at the same rate as Salaried Officers, to a maximum of 60 hours per month, and shall submit a regular request for these hours. Stipend requests will normally be granted automatically.

At an Executive meeting close to the end of the semester, Commissioners shall submit a written report for discussion and constructive feedback. The report should summarize completed tasks, duties and projects as well as any work not completed, and identify both successful methods of carrying out projects and problems to watch out for. Commissioners are expected to submit an Exit Report at the completion of their term of office instead of the usual semesterly report. The Exit Report should resemble the

semesterly report but cover the entire term of office, with special attention to recommendations.

Amended July 4, 2022

X.4. Process for Committee Stipends

All members of Union committees and TSSU representatives on external committees must be ratified at a General Membership meeting. Members may join committees and be ratified retroactively at the next General Membership meeting. These committee members shall be eligible for a semesterly stipend up to a maximum of \$150, with the following exception: If the work of the committee falls within the regular duties of an Executive member, they shall not be eligible for a committee stipend. However, if an Executive member sits on a committee whose work falls outside of their regular duties as specified in the By-laws, that Executive member shall be eligible for a committee stipend.

The stipend for the Internal Relations Committee includes \$50 for each additional meeting after the first two in a given semester.

Near the end of the semester, the Salaried Officer primarily responsible for the committee shall notify committee members to submit stipend requests. Committee members shall submit a written request for their stipend no later than the first week of the following semester which includes a short summary of their activities/duties on the committee for the semester and specifies the dollar amount of the stipend requested, up to the maximum. If a committee member is not appropriately notified, and exception to the time limit will be granted. Stipend requests will normally be granted automatically, in the case of questionable circumstances, the **Coordinator** will consult with **Organiser I** and **Organiser II**, Chief Stewards or Commissioner.

X.5. Process for Steward Stipends

All departmental Stewards who have been ratified by the members in their own department shall be eligible for a semesterly stipend up to a maximum of \$250. Near the end of the semester, the Chief Steward shall notify stewards to submit stipend requests. Stewards shall submit a written request for their stipend no later than the first week of the following semester which includes a short summary of their activities/duties as a Steward for the semester and specifies the dollar amount of the stipend requested, up to the maximum. If a Steward is not appropriately notified, an exception to the time limit will be granted. Stipend requests will normally be granted automatically, in the case of questionable circumstances, the **Coordinator** will consult with **Organiser I**, **Organiser II**, **Chief Steward I** or **Chief Steward II**.

X.6. Process for Ex Officio Stipend

The *Ex Officio* member may claim a pro-rated stipend for each month of their term at the rate of \$360 / semester or \$90 / month. If the *Ex Officio* has attended an

Executive meeting during the month or provided regrets to that meeting with an accompanying report summarizing completed tasks, duties and projects as well as any work not completed, then the stipend request for that month will normally be granted automatically. Upon submission of an exit report and updated institutional memory document and completion of training of the new *Ex Officio*, the outgoing *Ex Officio* may claim up to one month's stipend for the month following the end of their term.

Stipend requests for any one semester must be submitted by the end of the first week of the following semester, though if the *Ex Officio* is not appropriately notified, an exception to the time limit will be granted.

Added July 4, 2022

X.7. Stipending Sub-Committees & Short-Term Committees

Sub-committees and ad hoc committees may form at any time. However, in the event that the amount of work associated with sub/ad hoc committees becomes equivalent to a general committee, the members must be ratified by the general membership. Members may join committees and be ratified retroactively at the next General Membership meeting. Once ratified, the sub/ad hoc committee members shall have the same responsibilities and rights as a general committee member.

Ratified at Oct. 18, 2001 GM
Amended at January 31, 2008 GM
Amended at October 2010 GM
Amended at July 30, 2015 GM
Amended at July 12, 2016 GM
Amended at November 22, 2017 GM
Amended at March 26, 2020 GM

X.8. Contract Committee, Membership Mobilization Committee

Each member of the Contract Committee or Membership Mobilization Committee will be entitled to claim a monthly stipend of \$100 for up to six (6) hours of committee work, with each hour thereafter paid at the rate of \$20 per hour, up to a total of \$1,200 per month. Monthly totals will not be allowed to 'roll over' into the next month's totals without approval from the General Membership.

Chief Steward I will be entitled to claim additional hours at their regular wage rate up to \$1200 per month for Contract Committee work done in excess of their regularly salaried hours. This request shall be reviewed for approval by two Contract Committee members as designated by the Contract Committee. This money shall be paid as a salary and will come from the Contract Committee fund.

In order to confirm that the hours of work submitted by the members is appropriate, processed stipend request forms shall be provided on a monthly basis to the following people for verification:

- **Chief Steward I** for Contract Committee stipends;
- The mutually agreed upon Organizer (as stipulated in E.2.8) for Membership Mobilization Committee stipends.

X.9. Solidarity & Social Justice Committee

Each member of the Solidarity & Social Justice Committee will be entitled to claim a monthly stipend of \$50 for up to three (3) hours of committee work, with each hour thereafter paid at the rate of \$20 per hour, up to a total of \$200 per month. Monthly totals will not be allowed to “roll over” into the next month’s totals without approval from the General Membership.

Added: July 22, 2022 GM

X.10. Occupational Health & Safety Commissioner, and Solidarity & Social Justice Commissioner

The Solidarity & Social Justice Commissioner and the Occupational Health & Safety Commissioner will be entitled to be paid a wage at the same rate as Salaried Officers, to a maximum of 60 hours per month, and shall submit a regular request for these hours.

Ratified at Jan. 27, 2004 GM

Updated: July 15, 2009 GM

Updated: July 30, 2015 GM

Amended: November 22, 2017 GM

Amended: September 19, 2018 GM

Amended: March 26, 2020 GM

Amended: March 24, 2021 GM

Amended: October 28, 2021 GM

X.11. Conferences

Individuals who participate in a Union-sanctioned conference or workshop lasting over four hours or taking place over the course of more than one day shall be eligible for a Committee Stipend at the current Committee rate. To receive the stipend, the attendee(s) must file a report with the **Secretary-Treasurer** and be available to present the report to the General Membership and/or Executive Committee as required. This policy shall apply to any member in good standing, including SOs.

If a Union member loses wages from within the bargaining unit to attend authorized Union business, then the Union will reimburse those wages.

*Ratified: November 2011
Revised: October 2014
Revised: May 2015
Revised October 2016*

X.12. Stipend Policy: Poll worker compensation

Polling officers shall be remunerated at an hourly rate that is no lower than the BC minimum wage and no higher than the living wage as calculated for the current year in Metro Vancouver as defined by the campaign Living Wage for Families BC to be paid out by stipend ideally within 2 weeks after the vote has ended, but no later than the end of the semester.

*Ratified at Nov. 27, 2007 GM
Revised: May 30th, 2024*

X.13. Stipend Policy: Stewards

Basic Duties (approximately 10 hrs/month) - \$250

- General communications: serving as a conduit for communication between the TSSU Executive and TSSU members within the Steward's department, maintaining a list of members within the department, circulating TSSU literature within the department, and encouraging members within the Steward's department to attend monthly General Membership meetings. The Steward should be available to act as the first contact for members who have concerns over working conditions, and will channel those issues to the Chief Stewards. (around 3 hrs/mon)
- Inquiries: being informed and available for members who want information or raise concerns around their work or union matters. (around 3 hrs/mon)
- Meetings: attendance at Stewards' (at least two/semester) and General Membership meetings (at least two/semester). When attendance at a Stewards' or General Membership meeting is not possible, Stewards should send regrets and arrange for another member from their department to attend in their place. (around 2-3 hrs/mon)
- Brief Steward's report and stipend request: at the end of the semester, the Steward will summarize the work they have done over the semester, including meetings attended, issues in their department, member participation in union matters, etc. (1/2 hr/sem)

*Ratified at Sept. 30 2003 GM
Amended at the January 31, 2008 GM
Amended at the November 22, 2017 GM*

Y. Strike Policy (Job Action Policy)

Definitions

- a. "Member" shall mean a member of the Teaching Support Staff Union as defined in Bylaws,
- b. "Member of the bargaining unit" shall refer to a member of the TSSU who is employed with the University (i.e., possesses a contract) for the current semester in a position; covered by the Collective Agreement), for which TSSU is the voluntary recognized bargaining agent, or for which TSSU is the certified bargaining agent.
- c. "Struck work" includes, but is not limited to, any work performed by a member of the bargaining unit that the Strike Committee has decided has been struck.

Y.1. Supremacy

- a. Where a directive in this policy is at odds with a directive elsewhere in the bylaws, the bylaws shall take precedence.
- b. Where a directive here is contrary to the law, only that directive shall be considered invalidated.
- c. Where this policy outlines rates of pay that differ from a policy for pay for elected officers, then this policy shall apply.

Y.2. Access to Graduate Studies

- a. The TSSU does not wish to negatively affect the ability of Members to complete their studies. No member of the TSSU shall be – by virtue of job action – barred from participating in activities required of them as students, including, but not limited to:
 - i. Attending classes and completing assignments as students;
 - ii. Defending theses and participating in comprehensive exams;
 - iii. Performing uncompensated activities directly related to graduate progress.

Every member must make all reasonable efforts to reschedule or relocate all activities directly related to their graduate studies so as not to cross any picket line and not to diminish the impact of any struck work.

- b. In the event the University (i) is picketed/under a work stoppage and (ii) a member must perform a task as allowed under a(i)-(vi), the member in question shall:
 - i. report to the Picket Captain on duty and provide:
 - i. their full name;
 - ii. their student number;
 - iii. a brief description of what business they shall undertake on campus; and

- iv. their signature.
- ii. Undertake to anonymously report any attempt by an officer or employee of the University to incite them to violate the strike by performing struck work

Y.3. Access to Residences

- a. The TSSU shall not stop a member from returning to their place of residence on an SFU campus or to a residence to which they have been invited, although a Picket Captain may direct them to take an alternate route to avoid crossing picket lines;
- b. In the event an SFU Campus is picketed/under a work stoppage, the member should report to the picket captain

Y.4. Strike Solidarity

No Member shall:

- a. perform any struck work
- b. facilitate substitutions or in any way aid the administration/employer in getting said work done, i.e., by finding a substitute
- c. perform struck work for another if ordered to do so
- d. obscure the fact that another has done such work
- e. notify the employer in advance of their willingness or unwillingness to cross a picket line, unless directed by the Strike Committee. These decisions need only be made at the time a member encounters a picket line. The early notification requested by the employer is meant to allow said employer to arrange for others to scab your job, dock your pay, and reduce union solidarity, against the principles of the TSSU.

Y.5. Strike Committee

- a. Once a successful job action vote (“strike vote”) has been held, a Special General Meeting (“SGM”) shall be called by the Executive to relate the situation and to convene the Strike Committee.
- b. The Committee shall consist of seven (7) committee members as follows:
 - i. The **Chief Steward I, Organiser I, and Organiser II**, one of whom (to be mutually agreed upon) shall chair the committee as well as resource it;
 - ii. One (1) representative from the Executive Committee, who is not a Salaried Officer;
 - iii. One (1) representative from the Contract Committee;
 - iv. One (1) representative from the Membership Mobilization Committee;
 - v. One (1) general member, who is not an Executive Officer.

- c. Strike Committee members who are not salaried officers shall be eligible for a stipend on the same basis as members of MMC, to be paid from the Strike Fund wherever possible.
- d. The General Membership at the SGM shall select the general member by simple majority of those present
- e. The members of the Executive and Contract Committees shall select the representatives from their committees, though the Chief Stewards shall not be permitted a vote in the selection of either.
 - i. The General Membership at the SGM shall ratify the selections made by these Committees via simple majority
- f. Any member who is not present for two (2) meetings shall be liable to temporary or permanent removal by the Strike Committee, which may appoint a replacement.
 - i. Replacements must be ratified by a motion presented at a General Membership
 - ii. Meeting within 2 weeks of the removal
- g. The Strike Committee's meetings shall be open to general members provided it is not put *in camera* by a two-thirds majority of those present
- h. The Strike Committee shall be responsible for setting and implementing policy relating to any and all job-action the Union shall undertake in consultation with the Executive, Salaried Officers and the General Membership, which it shall report to

Y.6. Strike Pay

Strike pay is not a substitute for one's salary. The TSSU offers strike pay to Members to offset the cost of living during a difficult time

Strike pay shall not be given to any Member who violates this policy, an act of the Strike Committee, the Bylaws or who performs struck work as defined herein

Strike pay shall only be provided to those who actively assist with job action during the strike

- i. To be eligible for strike pay, a Member must be losing monetary compensation as a result of strike and perform job-action duties as assigned by the Strike Committee and verified by the picket captains.
- ii. The system by which the duties shall be verified, the scheduling of said work and what form said work may take shall be decided by the Strike Committee.
- iii. Any Member who performs struck work or crosses the picket line without reporting to the picket captain or for an illegitimate reason shall forfeit their pay.

Y.7. The Rate of Strike Pay

The rate of weekly strike pay is set at:

- \$100 for 6 or more but less than 12 hours.

- \$250 for 12 or more but less than 24 hours; and
- \$400 for 24 or more hours.

In the case of a strike lasting more than one week where members are losing wages or scheduled pickets of the same or longer duration, elected officers of the union shall be paid strike pay at the rates above in lieu of any payments available under any policy outlining pay for elected officers. The same shall apply to members of committees with stipends that increase with hours, including the strike committee, contract committee, and membership mobilization committee. Subsequent to a strike, where members receive payments from the employer for periods of work which they were on strike, then elected officers of the union shall receive payments on an equivalent basis.

The Strike Committee shall have the authority to account for unique or unusual circumstances and deal with matters of strike pay, accessibility, and accommodation, including, but not limited to:

- \$50/week is additionally available to those with one or more dependant minors
 - Where two members share dependents, only one shall be eligible for the pay
- Where the member is working 36 or more hours per week and is also taking on a leadership role, such as an elected officer, strike committee member, picket captain, or media spokesperson, they shall be able to claim for an additional \$100 of weekly strike pay.

Y.8. Penalties

- The strength of a strike is dependent on a strong membership. Performing struck work reduces the ability of the Union to function.
- Where a Member performs struck work:
 - Their name shall be liable to be published to the membership
 - They shall pay a fine equal to 100% of the wages provided by the University for the work performed, regardless if the duties undertaken were undertaken for one's own contract or in substitution for another; this amount shall include amounts deducted for health, vacation, income tax, EI & CPP benefits; it is for the gross amount of the salary.
 - Moreover, they shall pay a fine of \$500.00 (five-hundred dollars) in addition to the above. This fine shall be liable to interest at 3% above prime beginning 30 days after notice is served
 - The Union is authorized to pursue legal action against those who refuse to pay the above fines or levies provided for in this policy, in which case the settlement sought shall include all the above plus any and all legal fees accrued in securing settlement.
 - In the event the individual guilty of performing struck work holds an office in the TSSU or is a member of a committee, their stipend and/or salary shall be withheld.

Y.9. Appeals Process

- a. Immediately following the ratification of the Collective Agreement by the Membership, the Strike Committee shall be immediately dissolved and reconstituted as the Appeals Committee (hereafter “the Committee”)
 - i. Each member of the Strike Committee shall serve on the Appeals Committee unless opting out/resigning
 - ii. If a member resigns, their replacement must derive from the same constituency (*e.g.* a Steward replaces a Steward)
 - i. A Chief Steward may be replaced by another Signing Officer
 - ii. All replacements shall be elected and ratified by the General Membership as with the Strike Committee
- b. Upon ratification of the Collective Agreement by the Membership, the TSSU shall use its legal writs to compel, by all reasonable and legitimate means, SFU to turn over lists of those Members who received pay during periods where such work was lawfully interdicted.
- c. Announcements
 - i. Upon the receipt of the list, the Committee shall announce, via the TSSU mailing list, that the appeals process is opened and that appeals must be lodged within fourteen (14) days
 - ii. A reminder e-mail shall be sent 5 days before the end of this period
 - iii. Posters shall be dispatched to Stewards announcing the same
 - iv. Emails shall furthermore be sent to all involved, individually, and informing them that:
 1. Based on the preponderance of evidence, the Committee believes the individual violated the Labour Code or the policies of the TSSU by scabbing;
 2. Penalties shall be assessed;
 3. They have the right to appeal the decision to the Committee;
 4. To appeal the decision they must provide written notice to the Appeals Committee by delivering said notice to the Privacy Officer of the Union at AQ 5130
- v. Appeals
 1. The Appeals Committee shall develop, ratify, and publish its own mechanisms and processes for handling appeals, that are consistent with the principles of natural justice, procedural fairness, and the TSSU bylaws and policies
 2. Moral or ethical disagreement with trade unionism or the TSSU shall not be a basis for appeal.

3. Any consideration of undue hardship or other such issues, shall be considered in the context that Members have been under hardship during a job action/strike.
4. The Appeals Committee shall issue a progress report to the General Membership at least every two months from the deadline for filing an appeal, until the process is completed.
5. All decisions, proceedings and minutes from the Appeals Committee shall be stored as confidential documents per the requirements of the TSSU Privacy Policy Privacy Acts, kept under seal by the TSSU Privacy Officer.

Y.10. Expenses & Use of Strike Fund

- a. The annual strike fund contribution line item in the budget may be accessed as follows:
 - i. By the Executive, to organize a Strike Vote and to prepare for initial and special meetings; (i.e., to convene the Strike Committee)
 - ii. By the Contract Committee or the Executive, for legal consultation or strike avoidance; and
 - iii. At least 30% shall be reserved for the use of the Strike Committee
- b. 95% of the accrued amount in the Strike Fund itself is expressly reserved for strike pay; the remainder is accessible for strike-related expenses and strike avoidance, through vote of the Strike Committee.

Ratified: March 2012

Amended March 2015

Amended at the November 22, 2017 GM

Amended: July 22, 2022

Amended: February 19, 2023

Amended June 5, 2023

Z. Petty Cash Policy

1. Management of Funds

- a. The **Coordinator** and the **Secretary-Treasurer** are the primary managers of the fund. All reimbursements must be approved with a signature from either the **Coordinator** or the **Secretary-Treasurer**.
- b. The Petty Cash Fund will be primarily maintained and balanced by the **Coordinator**. A monthly record of expenditures must be recorded in a digital spreadsheet for accounting purposes and attached to the Executive meeting minutes monthly. All expenditures must be supported by signed vouchers and original receipts.

- c. There shall be no more than \$100.00 in the Petty Cash Fund. Monies in excess of \$100 in the Petty Cash Fund must be deposited in the TSSU bank account and the deposit recorded in the bookkeeping system.
- d. Purchases and reimbursements from the Petty Cash Fund shall not exceed \$30. Purchases above this amount must be reimbursed through cheque or e-transfer.

2. Procedures

- a. Expenditures from the Petty Cash Fund are for incidental purchases.
- b. All expenditures must be accompanied by an original, dated receipt detailing the purchase and attached to a petty cash voucher.
- c. The petty cash voucher must be signed by the person being reimbursed.
- d. The petty cash voucher will include: date, dollar value, and items, name and signature of person being reimbursed, and the signature of a signing authority.

3. Storage

- a. The Petty Cash Fund must be kept in a locked cash box in a secure location (or a location that is not immediately visible) in the Union office.
- b. The **Coordinator** and **Secretary-Treasurer** will be the primary key holders of the cash box.

There must be at least one extra key kept by the Privacy Officer.

Ratified May 2014

Amended June 2018

Amended at the September 29, 2021 GM

AA. Conference Recruitment and Selection Policy

Preamble

TSSU sends members to conferences to express its solidarity with, to learn from, and to contribute to the contingent academic labour movement. Participation usually involves sending three [3] member delegates annually to the Coalition of Student Employee Unions (CSEU) conference, and the Primary Member Representative Spokesperson to bargaining and two member delegates to the Coalition of Contingent Academic Labour (COCAL) conference every other year, in the even years. Conferences usually take place in July or August. Participation can be as either presenters or delegates (or both); in the case of presenting, early preparation is especially helpful.

The **Coordinator** and the **Secretary-Treasurer** should begin research prior to the first GM in January into the locations and dates of the conferences.

Participation should be budgeted for and included in a separate “Conferences” subline to the Staff and Member Development line of the budget to be presented at the February General Membership meeting.

The Executive shall decide how many, if any, member delegates will be sent to a given conference and all information and motions regarding recruitment, eligibility, budgeted costs, applications, or selection of delegates for conferences, must be presented to, voted on, and ratified by the General Membership at least four [4] months before the conference is scheduled to occur to allow time for transportation to and accommodation at the location of the conference to be arranged.

AA.1. Recruitment of Member Delegates

The following recruitment process shall apply to all conferences unless otherwise stated in the Bylaws and Policies or decided by the General Membership.

AA.1.1. Eligibility criteria

To be eligible for selection as a TSSU Member delegate or presenter for conferences, applicants must:

1. be a member in good standing with the TSSU;
2. be willing and able to attend the conference and work in accordance with the TSSU’s principles, goals, values, and policies; and
3. be an involved and ratified (or elected) member of at least one [1] TSSU committee or the TSSU Executive.

AA.1.2. Opening and Closing Recruitment Period

1. Applications will open at the February GM meeting, after the budget has been presented and voted on.
2. The deadline must fall no less than two [2] weeks before the selection results will be announced, preferably before the end of March.
3. Applicants shall have no less than one [1] month to apply.
4. The selection committee reserves the right to extend the deadline, provided that this new deadline does not violate any of the above stipulations. Any extension of the deadline must be presented to the GM immediately.

AA.1.3. How to Apply

Applicants should prepare a brief summary of the following:

1. How long the applicant has been a member of the TSSU;
2. The applicant’s role(s) in TSSU, including work done on any committees;
3. How the applicant will contribute and represent the TSSU as a member delegate or presenter at the conference(s);
4. How the applicant plans to apply their experience at the conference to their TSSU role(s), activism, and/or work.

Applications should be sent by the recruitment deadline to the email address designated to the selection committee. On occasion, the selection committee may also request the completion of an application form.

AA.1.4. Notice of Member Delegate Recruitment

The TSSU is an equal opportunity employer and, thus, notice of a motion to open recruitment of member delegate positions must be provided at the GM and include the following:

1. Notice of the recruitment period
2. The full eligibility criteria
3. The full selection criteria
4. Details on how to apply
5. Detailed information about the conference (e.g., conference dates, location, etc.), member delegates' responsibilities while attending the conference, and any corresponding stipends as per the TSSU stipend policy for conferences

AA.2. Selection of Member Delegates

AA.2.1. Selection Committee

A selection committee will be elected by the GM during the GM meeting when the motion to open recruitment is presented.

1. The selection committee shall consist of two [2] executive members and at least one [1] general member, to a maximum of three [3] general members.
2. Members of the selection committee may not apply to be delegates or presenters at the conferences they are considering.

AA.2.2. Selection Criteria

Selection criteria may differ based on the details of the conference and will be decided by the Executive prior to the GM presentation and opening of recruitment. These criteria will provide all eligible applicants equal opportunity for selection.

Applications will be reviewed based on the following criteria:

1. The applicant is currently a TSSU member in good standing;
2. The applicant is involved with the TSSU (e.g., regularly attends meetings, participates in committee meetings and work, or regularly attends rallies and other organised events);
3. The applicant has sufficient knowledge of the TSSU and the subject matter of the conference to represent the union (e.g., TSSU values, history, committee work, collective agreement, and the employer-union relationship.);
4. The applicant's goals for attending the conference align with TSSU principles, values, and goals;
5. The applicant's plans for applying their conference experience align with TSSU principles, values, and goals;

6. The applicant offers details about what they may bring to the TSSU through this experience;
7. This conference offers the applicant a fruitful learning experience that would positively impact their membership.

AA.2.3. Selection Process

1. Following the application deadline, the selection committee members will each review the applications and rank their individual preferences based on the selection criteria.
2. The selection committee will then meet to discuss and collectively create a ranked list of the applications based on the selection criteria.
3. The top ranked applicants will be notified via email of the selection and will be asked to confirm availability.
 - a. Should an applicant no longer be available, the position will go to the next available applicant on the ranked list.
1. Once confirmed, the decision will be presented at the following GM, including an updated budget, and the **Coordinator** will make all arrangements (e.g., conference admission, travel, financial reimbursement) with the selected applicants.
 - a. Should the **Coordinator** be unavailable or be an applicant, this responsibility will pass to the **Secretary-Treasurer** or another member of the Executive who is not also an applicant.
 - b. All unsuccessful applicants will be notified prior to the GM presentation.

AA.3. Member Delegate Responsibilities

Selected applicants are expected to conduct themselves in a professional and respectful manner at all times while attending the conference. Their primary responsibilities during attendance are to

1. represent the TSSU values, principles, and goals and share TSSU experience with other conference delegates;
2. gain knowledge of union work being done elsewhere;
3. build meaningful connections with other relevant unions and groups.

Upon return, the selected applicants are expected to write a brief summary of their experience and present this summary to the GM. The summary should include:

1. the relevant issues discussed at the conference and how they apply to the TSSU;
2. recommendations for TSSU based on knowledge gathered at the conference;
3. what meaningful connections were built with other unions and groups.

AA.4. Budget

The **Coordinator** and **Secretary-Treasurer** shall do all research necessary for budgeting for conferences. Budgeting for conferences should consider all transportation to and from the conference location, accommodation at the conference (given shared accommodation if possible), any and all conference registration fees, and *per diem*

allowances for each delegate to be used for transportation and meal costs during the stay at the conference.

AA.5. COCAL

The Coalition of Contingent Academic Labour (COCAL) is a North American group that works to improve working conditions for contingent faculty (e.g., non-tenured, sessional teaching faculty) in academia. The coalition hosts a biennial conference that TSSU member delegates attend. All recruitment and selection policies for member delegates at conferences will apply to those attending the COCAL conference, with the addition of the following:

AA.5.1. Eligibility Criteria

The Executive may decide to send up to three [3] representatives:

1. One delegate must be the current Member Representative spokesperson for collective bargaining, and sitting on the Contract Committee
 - a. If more than one spokesperson applies, their applications will be reviewed by the selection committee and the most appropriate and qualified applicant will be selected
1. Two TSSU member delegates from the GM. Members who have held, currently hold, or have been offered for the semester following the conference, a sessional or ELC/ITP instructor position or equivalent, or who sit on the Contract Committee, will be given priority.

AA.6. Special Circumstances

Should the Executive become aware of a conference with a registration deadline less than two [2] months away, or extensions for other reasons are required, the processes and deadlines outlined in this policy may be expedited or extended by the TSSU Executive, or the Executive may decide instead not to send representatives. Any consequent Executive decisions must be presented at the next possible GM and ratified at the following GM or ratified where necessary at a Special General Membership meeting.

Added October 20, 2021 GM

AB. TSSU Workplace Accommodation Fund Policy

Preamble

At the bargaining table in 2023, the Employer refused to move on the issue of covering costs for medical documentation process but agreed to settle an existing grievance for the amount of \$5,000 of damages to TSSU. The Employer agreed that paying for the costs of such medical documentation for workplace accommodation is an important equity issue. The Employer encouraged all of the Unions to seek a change for SFU to

cover this as a standard practice but refused to “break ground” with TSSU. In the interim, the \$5,000 grievance settlement was meant to provide an immediate stopgap for TSSU members who incur costs for medical documentation for the workplace accommodation process.

Members are encouraged to include TSSU as early and often as possible in seeking workplace accommodation. Members are also encouraged to seek reimbursement through any Federal Government Program that can assist with these costs.

For Students: [Appendix 8 | StudentAid BC](#)

For Canadian citizens generally: [Canada Disability Benefit Act](#)

Terms of Reference:

1. The one-time \$5,000 award for the Return to Work General Grievance shall be held in trust by TSSU and used for the purposes outlined herein. It shall be deposited and held in a dedicated savings account as soon as reasonably possible.
2. The fund may be accessed by TSSU’s financial signing authorities to reimburse costs associated with obtaining medical documentation incurred by TSSU members seeking workplace accommodation, provided the eligibility criteria below are met:
 - a. The member sought a workplace accommodation and
 - b. The member incurred costs associated with obtaining medical documentation required by the Employer.
3. In extraordinary circumstances, the fund may be accessed to pay the costs of obtaining required medical documentation in advance.
4. Members shall be reimbursed in order of application until the fund is depleted. The Chief Steward(s) shall be responsible for approving requests under this policy.

Added February 28, 2024 GM

AC: TSSU TA Training, Conference, and Related Travel Fund Policy

Background

In the 2019 and 2022 rounds of bargaining the Public Sector Employers’ Council (PSEC) mandates allocated funds for improving Collective Agreements in ways other than general wage increases.

During the 2019 bargaining round, TSSU and SFU agreed to allocate available funds to training and professional development initiatives. SFU failed to make satisfactory

arrangements for accessing the funds, so the 2019 funds have remained unused. In our most recent round of bargaining, TSSU negotiated to allocate the existing Service Improvement Allocation funds from the 2019-2022 agreement and the Flexibility Allocations newly available under the 2022 PSEC mandate for a “TSSU TA Training, Conference and related travel Fund,” hereinafter referred to as the “Training Fund.” The amount available in this fund is in excess of \$800,000 .

Terms of Reference

The Training Fund is designed to disburse the accumulated funds as efficiently as possible through one-time disbursements to TSSU members who worked as Teaching Assistants (TAs) or Graduate Facilitators (GFs) in Fall 2023, Summer 2024, Fall 2024, or Spring 2025.

Purpose:

1. This fund aims to support the professional development of TAs and GFs. Applicants will be asked to indicate their intended use of the funds, which may include:
 - a. supporting or assisting the pursuit of training or professional development relevant to being a TA or GF, including but not limited to costs of registration, travel, and materials.
 - b. For the purposes of administering the fund, attending conferences in one's discipline shall be considered training or professional development relevant to being a TA or GF.

Eligibility:

2. Applicants must:
 - a. be a TSSU member;
 - b. have been employed as a TA or GF in Fall 2023, Summer 2024, Fall 2024, or Spring 2025; and
 - c. not have already received a disbursement from the Training Fund

Timeframe for Applications:

3. Applications for the fund will be accepted starting in the Summer 2024 term for a period of 3 weeks, from July 8 to July 26, 2024. Applications will open for a three week period during the second month of each subsequent term until the Fund is exhausted.

Disbursement of Funds:

4. Disbursements will be made in the amount of \$500 per applicant. If the Fund's balance is insufficient to provide each successful applicant \$500, disbursements

- will be prorated to ensure an equal amount is distributed to each applicant.
5. Funds will be disbursed via SFU's payroll system and, wherever possible, as a scholarship.
 6. Funds will be disbursed to eligible applicants within the same semester of their application.
 7. If a disbursement is not accepted or deposited within 90 calendar days of the date of issue, it will be forfeited. Affected applicants may reapply in the following semester and will be considered eligible.

Supporting documentation:

8. Applicants should provide documentation to substantiate their application. This could include, but is not limited to:
 - a. a TUG form indicating time allocated for professional development;
 - b. conference travel tickets or receipts;
 - c. training course costs, tickets, or registration; or
 - d. professional-development-related material costs or receipts.

Disbursement Processing

9. Applications and disbursements will be processed promptly after the application period closes.
10. TSSU's process for approving applications shall involve at least two "responsible officers," as assigned by the Executive: Coordinator, Chair, Trustee I, Trustee II, and Secretary-Treasurer. These responsible officers shall use internal union records and outreach to applicants to verify membership and send funding decisions to SFU as soon as possible and no later than two weeks after receiving the application data from SFU. If deemed necessary, the responsible officers will audit applications and supporting documentation at random. Still, this audit process shall not impede sending funding decisions to SFU.

Ratified: May 30th, 2024

Appendix A: Childcare Fund Background and Terms of Reference

Background

The TSSU Member Childcare fund was originally created with an annual \$50,000 contribution paid for from members taking a reduced pay increase in 2001. The fund was administered by SFU through financial aid. Over the decades, SFU applied opaque criteria to funding leading to huge surpluses and then misappropriated the funds. This led to multiple grievances and settlements in the hundreds of thousands of dollars. As part of the 2015 strike settlement, the decision making on funding was transferred to TSSU while the administration of the fund remains with SFU. This structure and the responsibilities of each party are outlined in Article 30 (page 70) of the 2019-2022 TSSU/SFU Collective Agreement.

In 2016, the TSSU membership voted on terms of reference and decided that the fund should be available to all members with a very simple application system that did not impose barriers such as providing documentation up front. The monthly payment amounts were based on the monthly SFU Childcare Society (CCS) rates. This system was implemented in coordination with SFU.

In the years after 2016, the system worked well and the large surplus from the settlements allowed substantial payouts each year, well in excess of the ~\$50,000 annual contribution. This surplus eventually ran out, resulting in the fund payments needing to be pro-rated. In 2020, TSSU members again voted to put part of a wage increase towards the fund resulting in annual \$215,000 contribution, sufficient to allow restoration of the previous payment amounts. Over the years these terms of reference have been amended to deal with this shifting funding landscape.

TSSU Childcare Fund Terms of Reference

All TSSU Members as defined by the TSSU bylaws with children under the age of 13, or those with children requiring additional care due to a physical, mental, or developmental disability up to the age of 18, are eligible to apply.

Funds will be provided based on SFU Childcare Society (CCS) rates as at September 1, 2017 according to the age of each child on the first day of the semester. Funds will be allocated according to the following tiers (corresponding to the SFU CCS fee structure): 0-36 months, 3-5 years, 5-12 years. The SFU CCS UniverCity 0-36 month and 3-5 year programmes will be used as the basis for those respective tiers. In the case of children with special needs, including those over the age of 13, funds will be provided based on the 0-36 month rate.

For greater clarity, the 0-36 month rate applies from birth until the day before the child's third birthday, the 3-5 year rate applies from the child's 3rd birthday until the day before their 5th birthday and the 5-12 year rate from their 5th birthday until the day before

their 13th birthday. Where a child is born during the semester, the rate shall be prorated based on the number of weeks the child is born into the semester. So, a child born in the 7th week of a 17 week semester, would receive 11 weeks / 17 weeks ≈ 65% of the rate.

Effective Fall 2018 disbursement rates shall be:

Classification	Rate
TSSU member	50% of one month's CCS rate as at September 1, 2021

Where there are insufficient funds from the university allocation, or in carryover of accumulated funds, then support will be prorated so that total disbursements do not exceed 35% of the annual university allocation in the Fall semester, and 30% of the annual university allocation in each of the Spring and Summer Semesters.

TSSU's process for funding decisions shall involve at least two "responsible officers," the Coordinator and at least one of those in the following positions as assigned by the executive: Trustee I, Trustee II, and Secretary-Treasurer. These responsible officers shall use internal union records, requests for information from staff, and outreach to applicants to verify membership and to send back the funding decisions to SFU as soon as possible, but no later than two (2) weeks after receiving the application data. A small number of applicants, typically 5%, shall be randomly selected by the responsible officers to be asked to provide supporting documentation, but this audit process shall not impede the sending back of funding decisions to SFU. The funding decisions shall be summarized by the responsible officers to the executive each semester, and a brief annual report made by the executive to a General Membership Meeting in the Spring Semester each year.

Supporting documentation shall be one of the following:

- Canada child tax benefit (CCTB) notice
- Birth certificate
- Passport
- Applicants lacking these documents may present a duly notarized affidavit or sworn statement or similar official documentation supporting the existence of the child/children.

SFU Child Care Society rates as at September 1, 2021:

Age Category	SFU CCS rate (average of monthly rate for 5 days at East and West)

0-36 months	\$1375
3-5 years	\$995
5-12 years	\$505

*Approved Feb. 22, 2017 GM
Amended July 18, 2018 GM
Amended Nov. 22, 2018 GM
Amended by Referendum April 19, 2020 SGM
Amended January 28, 2021 GM
Amended October 20, 2022 GM*

Appendix B: Elections Policy

The method of voting, counting and resolving ties shall be the same using electronic or paper ballots. Due to possible software constraints the formatting of electronic ballots may be different than described below.

1. Method of voting
 - a. Each voter shall have one transferable vote.
 - b. A voter in recording their vote on a printed voting paper
 - i. must place on their voting paper the figure 1 opposite the name of the candidate for whom they are voting;
 - ii. may indicate the order of their preference for as many other candidates as the voter pleases by placing against the candidates' respective names the figures 2, 3, 4 and so on.
 - c. A voter in recording their vote on a plain voting paper:
 - i. must write on their voting paper the name of the candidate for whom they are voting;
 - ii. may indicate the order of their preference for as many other candidates as the voter pleases by writing the candidates' names in order of preference.
2. Sorting the papers
 - a. The Returning Officer shall examine the papers and shall sort them into parcels according to the first preference recorded for each candidate, rejecting any that are invalid.
3. Counting the papers
 - a. The Returning Officer shall count the papers in each such parcel and shall credit each candidate with a number of votes equal to the number of valid papers on which a first preference has been recorded for that candidate.
 - b. If the vote for any one candidate equals or exceeds the votes of all the other candidates combined, that candidate shall be declared elected. c.
 - i. If not, the Returning Officer shall exclude together the two or more candidates with the least votes if the total vote of such two or more candidates does not exceed the vote of the candidate next above, otherwise the returning officer shall exclude the candidate having the fewest votes.
 - ii. The papers of the excluded candidates shall be transferred to whichever of the continuing candidates is marked by that voter as that voter's next available preference, and the votes thus transferred shall be added to the first preference votes of those candidates.
 - iii. Any paper on which no further preference is marked shall be set aside as non-transferable and the total of such papers shall be recorded.
4. Ties

- a. If when a candidate has to be excluded, two or more candidates have each the same number of votes and are lowest on the poll, the candidate with the lowest number of votes at the earliest stage in the count, at which the candidates in question had an unequal number of votes, shall be excluded.
- b. If two or more candidates are still equal and lowest, the Returning Officer shall decide which shall be excluded.

5. Definitions

- a. The expression 'first preference' means the figure 1 standing alone opposite the name of a candidate or the name of the candidate given first in the list in order of preference by the voter.
- b. The expression 'valid voting paper' means a voting paper on which a first or only preference is unambiguously expressed.
- c. The expression 'invalid voting paper' means a voting paper on which no first or only preference is expressed, or on which any first preference is void for uncertainty.
- d. The expression 'continuing candidate' means any candidate not yet excluded.
- e. The expression 'next available preference' means a second or subsequent preference recorded in consecutive numerical order for a continuing candidate, passing over earlier preferences for candidates already excluded.
- f. The expression 'transferable paper' means a voting paper on which a next available preference is unambiguously expressed.
- g. The expression 'non-transferable paper' means a voting paper on which no next available preference for a continuing candidate is expressed, or on which any next available preference is void for uncertainty.

*Ratified at October 26,-2005 GM
Amended January 2014
Amended June 20, 2020 GM
Amended February 24, 2021 GM*

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SIGNED (Salaried Officer): _____
SIGNED (on behalf of the Executive): _____

*Ratified October 18, 2001
Amended: November 22, 2017 GM
Amended: March 22, 2018 GM*