

Supersedes the [January 13, 1993](#) agreement that failed at Referendum.

**Memorandum of Agreement
Between
Simon Fraser University
and the
Administrative/Professional Staff Association**

The negotiating committees for the University and APSA agree to unanimously recommend to their principals the ratification of the following Memorandum of Agreement.
Unless otherwise stated, all changes will become effective on ratification by APSA or the University, whichever occurs later.

1. Term
This agreement will be for the term July 1, 1992 to June 30, 1993.
2. Salaries
Effective April 1, 1993; 0.75% general salary scale increase.
3. Step Progression
Amend Policy AD 9-6, Section 3.07, to read:
Step Progression - the movement of employees' actual salaries through the salary range assigned to a continuing position. Step progression will occur annually unless performance has been demonstrated to be unsatisfactory."
4. Step Progression for Temporary Employees
Amend Policy AD 9-6, Section 5.04, by replacing the last paragraph with the following:
"Temporary employees will be eligible for step progression if they have been continuously employed in the same temporary position for six months prior to the date that step progression is implemented."
5. Supervisory Differentials
Amend Policy AD 9-6, Section 5.10, by adding the following:
"...and the actual salary of the supervisor will normally be greater than the salary of the highest paid employee supervised."
6. Parental Leave
Policy AD 9-8 will be amended to conform to the provisions of the Employment Standards Act as amended by the Employment Standards Amendment Act, 1991.
(Note: the provisions for reimbursement for the birth mother which are outlined under the current section 7.05 of Policy AD 9-8 will not be changed.)
The following provisions will also be added to Policy AD 9-8:
 - a) Upon presentation of a medical certificate, a continuing employee on maternity or parental leave shall be entitled to paid sick leave (as outlined in section 11.01 of Policy AD 9-8) for illnesses related to pregnancy or birth which occur during the leave.
 - b) In the event that the birth mother dies or is totally disabled during the maternity leave period specified in the Act, the birth father shall be entitled to both maternity and parental leave without pay under the terms and conditions which would otherwise apply to the birth mother under the Act.
 - c) A birth father or adoptive parent who has returned to work for at least two (2) months following a parental leave and who has received the Unemployment Insurance (UI) parental benefit shall be entitled to reimbursement of the difference between the UI parental benefit and her/his normal salary for the duration of the UI parental benefit period. Claims for reimbursement must be submitted to Human Resources.
7. Study Leave
Amend Policy AD 9-11, Section 4.02, to read:
"After the completion of any study leave option recipients of leaves will return to the University for one year or will refund, on a prorated basis, the financial assistance received from the University."
Add a new section 6.06 to read:
"During study leave, benefits will be maintained and will be based on the employee's nominal salary."
8. Extended Health Plan

Effective the first of the month following ratification, the extended health plan will be amended to add:

(1) the cost of hearing aids for employees and spouses to age sixty-five (65) years to a maximum of \$500 in a five year period. Repairs, maintenance, batteries or other accessories will not be covered.

(2) MEDEX. In the event of an emergency medical situation while travelling worldwide, twenty-four hour medical assistance will be provided to employees and their dependents through MEDEX Assistance Corporation (see attached).

(3) the cost of oral contraceptive drugs purchased from a pharmacist on the prescription of a physician.

9. Dental Plan

Effective the first of the month following ratification, the dental plan will be amended to add: 50% of the cost of orthodontia services (Part C) in the Dental Fee Schedule up to a lifetime maximum of \$2000 for the employee and the employee's spouse.

10. Professional Development Allowance

The University agrees to provide continuing employees who have completed one year's service with a professional development allowance of \$100 per calendar year beginning with the calendar year 1993. (See Appendix A.)

11. Medical Services Plan

The University agrees that effective the first of the month following ratification, the University will pay 25% of the required premiums for the Medical Services Plan.

12. Merit Pay

The parties agree to establish a joint committee to investigate the concept of merit pay and to report back to their principals by October 15, 1993 recommending a program that it believes can be successfully implemented. If the university and the APSA membership approve the program in principle, the implementation of a merit program, including the cost thereof, will be one of the items discussed during negotiations on total compensation for the 1993/94 contract year.

13. Working Conditions

A letter interpreting Policy AD 9-13 (see Appendix B) will be sent to Vice-Presidents, Deans, Directors, Chairs and Supervisors.

14. Binding Arbitration

The Basic Agreement will be amended by:

(1) deleting the current article 8 and adding a new Article 8 (see Appendix C); and

(2) deleting the last sentence of Article 13. Duration of Agreement and adding the following:

“Should the parties determine that they cannot reach agreement without assistance, at the written request of either party, the parties together shall select a mediation officer. The mediator shall be selected by the parties within ten (10) working days of the date of the notice initiating the mediation. Should the parties fail to agree on a mediator, the Associate Chair (Mediation Division) Labour Relations Board of British Columbia shall be asked to name one. At such time as the mediation officer is named:

(a) all unresolved items save those deleted by mutual agreement shall be submitted to the mediation officer;

(b) the mediation officer shall:

(i) where further direct negotiation would be meaningful, direct the parties to resume negotiation, without third-party assistance, for such period of time as the officer deems appropriate;

(ii) where third-party assistance is necessary to resolve a bargaining impasse, attempt to mediate a resolution; and

(iii) only after (i) and (ii) above have been exhausted without resolution, make recommendations for settlement which recommendations shall not be binding upon the parties and shall be submitted to the Association Group for ratification and the Board of Governors for approval.

(c) each party shall pay one-half (1/2) of the fees and expenses of any mediation officer called upon to act under this Agreement.”

For the University

WA Yule

C Smart

For APSA

GB Houghton

DB Armstrong

Jacque Breadon

K.J. Thornton

14/05/93

93/05/14

Date

Date

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