

**Memorandum of Agreement
Between
Simon Fraser University
And
Administrative Professional Staff Association (APSA)**

The parties agree to unanimously recommend this MOA to their respective principals for ratification/ approval.

August 15, 2023

Agreed this 15th day of August, 2023.

For APSA



Kris Nordgren
Lead Spokesperson



Jill Sutherland
President



Andrew Boden
Executive Director



Lakshmi Gosyne
APSA Communication &
Engagement Coordinator



Ellen Yap
APSA Member



Tess Williams
APSA Member



Jerome Francis
APSA Member

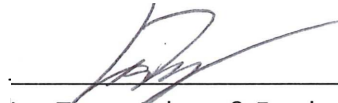
For the University



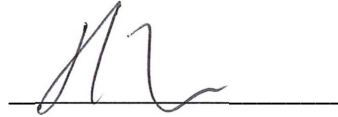
Chris Hatty, Executive Director, Human
Resources & Labour Relations
People, Equity and Inclusion



Christine Palak, Director, Labour & Employee
Relations People, Equity and Inclusion



Lea Tsang, Labour & Employee
Relations Advisor People, Equity and Inclusion



Heidi Vukic, Labour & Employee
Relations Advisor
People, Equity and Inclusion



Geoff Tierney
Lead Spokesperson

Erika Fernandez, Labour & Employee Relations
Assistant People, Equity and Inclusion



Kirk Hill, Assistant Dean
Beedie School of Business

The Parties agree as follows:

A. General Wages Increases:

The Salary Scale shall be increased, effective July 1, 2022, as follows:

- by a flat amount of \$0.25/hour, followed by
- 3.24%

The Salary Scale shall be increased, effective July 1, 2023, as follows:

- 6.75% (based on recognition of a Cost of Living Adjustment (COLA) amount of 1.25% in addition to a 5.5% general wage increase)

The Salary Scale shall be increased, effective July 1, 2024, as follows:

- by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLA MOU (see below).

Memorandum of Understanding

Re: Cost of Living Adjustments (COLAs)

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on July 1, 2024, the "annualized average of BC CPI over twelve months" means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

B. Flexibility Allocation:

Health Spending Account

Recognizing wellness and mental health supports as a priority of both parties, the Flexibility allocation will be used to establish an individual Health Spending Account (HSA) for each eligible APSA member in the amount of \$775 per calendar year to take effect the first of the third month following the date of ratification/approval by both parties:

Subject to the rules of the University's health care provider, the following shall apply:

- The individual allocation of each HSA is subject to the eligible expenses permitted by the University's health care provider - see: <https://www.pac.bluecross.ca/pdf-bin/info/0601.01.002-HSA-flexibility.pdf> [Note: this bullet expanding on "rules of the University's health care provider" and added for clarity]
- eligible members are those who are eligible to participate in the Extended Health and Dental Benefits Plan
- New hires will receive HSA funding pro-rated to the eligible period of their employment in their first calendar year.
- Pro-rated for 2023
- Unused funds may be carried over for up to 12 months

C. Other Compensation Matters:

1. Benefits

Effective the first of the third month following the date of ratification/approval by both parties:

- HSA per Section B above
- APSA item 1.b: agreed (Pay Direct Card)
- APSA item 1.c i.: agreed (add coverage for clinical counsellors)
- APSA item 1.c: Increase Psychological Benefits to \$2000 per year, Include coverage for clinical counselors, social worker and Online cognitive behavioural therapy combined.
- APSA item 1.d: agreed (EFAP access for Temporary Employees)
- APSA item 1.f: agreed (validity of massage therapy referral extended to 12 months)

2. Maternity/Parental Leave

AD10.08 amend section 9.01 and 9.02 as follows:

Maternity

- prior to 9.01e. (i.) add:

“For maternity leaves beginning before January 1, 2024:

- add new 9.01 f., as follows:

For maternity leaves beginning on or after January 1, 2024:

For the duration of the maternity leave, to a maximum of 35 weeks per leave, inclusive of the one-week Employment Insurance (EI) waiting period, a Continuing Employee will continue to receive Normal Salary (bi-weekly) as follows:

- i. for those eligible for EI benefits: at 100% less the maximum EI benefit that may be paid. If actual EI benefits received is less than the maximum EI benefit that may be paid, an upward adjustment will be made to salary upon Human Resources' receipt of the EI stub;
 - ii. for those ineligible for EI benefits: at 40%.
- renumber existing 9.01 e. (iii.) to new 9.01 g. (with the effect that this provision applies to both 9.01(e) and the new 9.01 (f).)

Parental

- prior to 9.02d. add:

“For parental leaves beginning before January 1, 2024

- add new 9.02 e., as follows:

For parental leaves beginning on or after January 1, 2024

- i. for the duration of the parental leave, to a maximum of 35 weeks per leave, inclusive of the one-week Employment Insurance (EI) waiting period, a Continuing Employee eligible for EI benefits will continue to receive Normal Salary (bi-weekly) at 100% less the maximum EI benefit that may be paid, calculated based on a standard not extended EI benefit. If actual EI benefits received is less than the maximum EI benefit that may be paid, an upward adjustment will be made to salary upon Human Resources' receipt of the EI stub;
- ii. A Continuing Employee who resigned within one year of returning to work following the leave shall be required to repay to the University a prorated amount of the difference between the EI benefit and their Normal Salary for the duration of the EI period.

3. Temporary Employee Rights and Redress

Add AD10.07 section 2.02.1, add new 2.03, amend 4.04b.

2.02.1 Effective the first of the third month following the date of ratification/approval by both parties, when an Employee hired as a Temporary Employee becomes a

Continuing Employee in the same position without a break in service exceeding 60 days, the Employee's service, excluding any break periods, will be considered to be continuous for purpose of Vacation Entitlement, sick leave entitlement, salary progression and service awards and for satisfying any waiting periods required for insured benefits.

2.03 Effective the first of the third month following the date of ratification/approval by both parties, the three-month waiting period for benefits will not apply for any Temporary Employee whose position commenced within 60 days of the cessation of a previous Temporary position.

4.04 b. Entitlement - the coverage is effective from the first of the month following a full three months of employment, subject to section 2.03. The Employee must enroll all eligible Dependents as defined by the Plan at the time of application.

Add AD10.07, section 7.06

7.06 Effective on the second regular pay date following the date of ratification/approval by both parties, a Temporary Employee will be paid an extra 7.0% of salary in lieu of continuing benefits.

Add new 8.01 at AD10.19

8. Early termination of Temporary Employee Appointment

8.01 In the event the University wishes to terminate a temporary appointment prior to its expiry, unless the termination is for just cause, the employee will continue to receive salary for (i.) one month; or (ii.) for the balance of the appointment; whichever is less.

4. Continuing CUPE Employees in a Temporary APSA Position

Amend AD10.01, 2.02 definition of Temporary Employee:

Temporary Employee - - an Employee hired into a Temporary Position. Effective the date of ratification/approval by both parties, the rights and entitlements afforded to Temporary Employees pursuant to AD10.06 section 4.02(d) (Step Progression) AD10.11 section 3.01 (Professional Development) policies shall not be adjusted by virtue of the fact that a Temporary Employee held, or is concurrently holding, a continuing position at SFU.

5. Professional Development

Amend AD10.11, replace 2.01; and amend 3.01

~~2.01 A Continuing Employee whose start date falls between January 1 and September 30 is eligible for a reimbursement on January 1 the following year. A Continuing Employee whose start date falls between October 1 and December 31 of one year is not eligible for reimbursement on January 1 immediately following, but will be eligible on January 1 the~~

subsequent year.

2.01 An Employee hired on or after the date of ratification/approval by both parties, is eligible for reimbursement on the next January 1 following their start date.

[Note: for clarity, there is no retro application: an Employee hired prior to ratification/approval is entitled to current language]

3.01 The amount of reimbursement available for Professional Development is:

Continuing Employees: effective January 2009, \$700 per calendar year; effective July 1, 2019, \$1100 per calendar year

Temporary Employees: effective July 1, 2019, \$550 per calendar year.

6. Leave with Pay

AD10.08 delete section 6.02, and add new 11.01

~~6.02 The supervisor may also grant up to two (2) days personal leave with pay per year when an Employee must respond to a domestic emergency or personal problem. This is not intended to supplement the compassionate leave benefit.~~

11. Personal Leave Without Loss of Pay

11.01 Effective the date of ratification/approval by both parties, in addition to all other leaves in sections 3-10, all employees are entitled to two (2) personal days without loss of pay per calendar year (pro-rated for part-time status). Where feasible, employees shall provide their supervisor with at least two (2) weeks notice of a personal leave day. Such leave requests will not be unreasonably denied.

Add to AD10.08

Cultural Leave for Indigenous Employees

Effective on the date of ratification/approval by both parties:

Self-identifying Indigenous employees will be granted a leave of absence with pay for up to two (2) days per calendar year (pro-rated for part time employees), to attend Indigenous ceremonial gatherings or cultural activities in fulfillment of cultural obligations. The employee will seek approval of leave from their supervisor. Such leave requests will not be unreasonably denied.

Leave under this provision is in addition to an Indigenous employee's entitlement to leave under AD10.08 – Compassionate Leave, as applicable. Where a self-identifying Indigenous employee requires more than two (2) days of leave for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid.

D. One-Time Allocations

1. Sustainable Transportation allowance

To offset the expense of commuting to campus, and to supplement the cost of any alternate forms of transportation to campus, all Continuing employees employed on the date of ratification/approval by both parties will be provided a one-time payment in the gross amount of \$500. This payment will be pro-rated for part-time employees and will be subject to any and all applicable statutory deductions.

2. Professional Development Supplement

Amend AD10.11, section 3.01

3.01 The amount of reimbursement available for Professional Development is:

Continuing Employees: effective January 2009, \$700 per calendar year; effective July 1, 2019, \$1100 per calendar year

Effective the date of ratification/approval by both parties, a one-time supplement of \$500

Temporary Employees: effective July 1, 2019, \$550 per calendar year

Effective the date of ratification/approval by both parties, a one-time supplement of \$250