

Summary of Negotiated Changes to the CUPE Local 3904, Unit 1 (2021-2024) Collective Agreement

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To: Deans, Chairs/Directors, Administrators and HR Employees

Date: May 3, 2022

The collective agreement between the university and CUPE Local 3904, Unit 1, representing part-time and sessional contract lecturers expired on August 15, 2021.

A new collective agreement between the university and CUPE Local 3904, Unit 1 was ratified by the union and the Board of Governors on March 29, 2022.

This document outlines the highlights of the Agreement along with the action required (where applicable) with respect to implementing the new terms. A new collective agreement will be provided as soon as it is available. Should you require clarifications please do not hesitate to contact your Senior Human Resources Partner.

Highlights of the Agreement

Duration:

Three-year collective agreement - August 16, 2021 - August 15, 2024.

COMPENSATION AND BENEFITS

Base Salary Minima and Maxima

The base salary minima and base salary maxima are as follows:

	August 16, 2021 to August 15, 2022	August 16, 2022 to August 15, 2023	August 16, 2023 to August 15, 2024
ATB	1.00%	1.00%	1.00%
Base Salary Min	\$70,106.30	\$70,807.37	\$71,515.44
Base Salary Max	\$89,658.09	\$90,554.67	\$91,460.21

Across-the-Board adjustments

- **Year 1** - on August 16, 2021 each instructor who continued to be an active instructor will receive an Across-the Board increase of 1.00%
- **Year 2** - on August 16, 2022 each instructor who continues to be an active instructor will receive an Across-the Board increase of 1.00%
- **Year 3** - on August 16, 2023 each instructor who continues to be an active instructor will receive an Across-the Board increase of 1.00%

No changes were negotiated to the class size limits, extra student payment, or academically required TA/GA support provisions.

Any compensation to a contract lecturer for duties under the Health and Safety Article shall be consistent with the Occupational Health and Safety Act and paid by the University at the employee's hourly rate.

Service Adjustment

There is no change to the Service Adjustment. It remains at \$2,500 and eligibility remains the same as in the previous collective agreement.

The university and the union agreed to allocate the Bill 124 "remainder" funds, in addition to the amount paid to part-time contract lecturers in lieu of benefits, towards the development of a benefit plan for part-time contract lecturers. The Bill 124 "remainder" funds include the difference between 1% total compensation for the unit and the 1% ATB cost for the unit. A joint committee with representatives from the union and HR/OVPFA will meet to agree on allocation of the funds to provide assistance with health and dental expenses for part-time Contract Lecturers. If an agreement can be reached by May 31, 2022, these funds will go towards a pool to be used in a new benefit plan providing coverage for part-time contract lecturers.

If this plan described above cannot be implemented, effective September 1, 2022, pay in lieu of benefit coverage for part-time lecturers will increase to 3.8% (up from 3.0%).

ACTION REQUIRED: The HR Client Services Unit will implement the ATB adjustment for contract lecturers with a Fall 2021 and/or Winter 2022 appointment, which will be retroactive to the start date of each contract lecturer's appointment. HR Client Services will calculate the appropriate retro payment. Salary adjustments will be reflected on May 27, 2022 for contract lecturers with part-time appointments (those with contract end dates of May 15) and on July 8, 2022 for contract lecturers with sessional appointments (those with contract end dates of June 15).

HR Client Services will send a spreadsheet with the Winter 2022 revised annual base salaries to each Faculty to be used for Spring 2022 contracts. If Spring contracts are already in the system, Records will update the contracts with new base salaries and calculate retro if required.

On an ongoing basis, each School or Department will continue to track contract lecturers' service history to determine eligibility for an ATB adjustment when calculating salaries for each appointment.

Union Release Time

The university will provide the union with \$125,000 (up from \$115,000) per each twelve (12) month period to compensate its members who are also university employees, to undertake union/management activities.

ACTION REQUIRED: The Vice Provost, Faculty Affairs will arrange for the transfer of the appropriate funds to the local union.

Professional Expense Reimbursement Fund

Professional expenses reimbursement will remain at \$190,000 for sessional contract lecturers instructors for each of the three (3) years of the contract, to be administered by the union.

For part-time appointments (less than 9 semester hours per term) the university will continue to provide the union with \$70,000 annually for professional expenses for these contract lecturers, to be administered by the union.

In addition, the university will provide the union \$35,000 annually (up from \$25,000) to assist the union in the administration of the fund.

ACTION REQUIRED: The Vice Provost, Faculty Affairs will arrange for the transfer of the appropriate funds to the local union.

JOB SECURITY

Continuing Appointments

The university will continue to maintain three-year continuing appointments for the seventy (70) most senior contract lecturers (designated by the union). The courses to which the contract lecturer will be assigned, will not be posted as work available for discharge and the contract lecturer will not be required to apply each academic year. Existing severance provisions continue to apply.

ACTION REQUIRED: The Vice Provost, Faculty Affairs has provided each Faculty office with an updated list of contract lecturers with continuing appointments for distribution to their respective Chairs/Directors who will factor these contract lecturers into their teaching allocation process.

POSTING, SELECTION PROCESS AND EQUITY, DIVERSITY AND INCLUSION

The parties agreed to the definition of the term “Equity Seeking Groups” and its utilization throughout the collective agreement.

The parties agreed to an expansion in the “restricted posting” language. Restricted postings may not form part of a package with unrestricted work. This expansion will now permit Schools/Departments to hire individuals from Equity Seeking Groups without them having to go through the application and selection process, provided that the number of such postings remain at the current level, that is, 15% of the volume of work available for discharge in a Faculty per semester. If a School/Department wishes to utilize this provision to hire from an Equity Seeking Group, they should discuss this with the Dean and obtain advice from their Senior HR Partner.

Previously, if a section was posted as CUPE work, it could not be withdrawn and given to a faculty member. The parties agreed that a position vacancy may be withdrawn, altered or reduced during, or subsequent to, the posting period without requirement for replacement bargaining unit work to be offered. However, the expectation is that once work is posted it will continue to be available for application and withdrawals/alterations/reductions should only occur in exceptional circumstances.

It was agreed that the content of the posting should also contain, where possible and practicable, the days and times the courses/sections are offered.

In terms of CLAC composition, previously only one pre-tenure member was eligible to participate. That restriction has been lifted, but consideration should be given to the amount of service work being allocated to pre-tenure members and whether they have sufficient familiarity with the curriculum to assess applications.

Under the Selection Criteria, the definition of “Teaching Skills” was expanded to include that candidates are required to demonstrate the ability to include equity, diversity and inclusion into their teaching. They are not required to be members of an equity-seeking group.

ACTION REQUIRED: The Office of the Vice-Provost, Faculty Affairs will incorporate these EDI additions into the training for the Contract Lecturer Appointments Committees (CLAC) so that the CLACs can ensure to factor this into their posting and hiring processes.

Training and Selection Process

It is a mandatory requirement for all CLAC members to attend the requisite annual CLAC training. If a reasonable explanation is provided to and accepted by the Chair/Director or Dean for non-attendance, there is a minimum requirement to review a recording of the most recent CLAC training. Should the need arise for an incumbent to be replaced for any reason, the replacement is also required to attend mandatory CLAC training. Members may not serve on the CLAC who have not attended CLAC training.

If the Chair/Director of the Department/School designates another member as Chair of the CLAC, that designate must relay their decisions to the Chair/Director.

Within five (5) days of the CLAC reaching its decision and prior to candidates being notified, the Chair of the CLAC must meet with the Unit 1 Chief Steward, or union designate if the Chief Steward is unavailable, to inform the union of the CLAC's decisions. Previously the Unit 1 Chief Steward was required to be invited to the CLAC's decision making meeting. This meeting now takes place with only the Chair of the CLAC and not the full committee. The Chair of the CLAC, at their discretion, may include other members of the CLAC, an OVPFA or an HR Representative, as deemed necessary.

ACTION REQUIRED: The Office of the Vice-Provost, Faculty Affairs will incorporate these changes to the selection process into the training for the Contract Lecturer Appointments Committees so that the CLACs can ensure to factor this into their hiring processes.

DUTIES AND OBLIGATIONS - TEACHING

Contract Lecturers will not be required to supervise individual undergraduate or graduate students.

The Chair of the CLAC continues to be responsible for the administration of teaching assessments for Contract Lecturers. The Dean's Office does not require receipt of the schedule of teaching assessments.

ACTION REQUIRED: The Chair of the CLAC will ensure contract lecturers in their first six semesters of teaching receive the requisite number of in-class assessments and the reports are sent to the Contract Lecturer, Chair/Director and President of the union, as well as being placed in the contract lecturers Service Record File.

LEAVES

The definition of immediate family of CUPE members, for the purpose of bereavement leave eligibility, has been expanded to now include:

- Spouse - both married and unmarried couples of the same or opposite genders
- Step-parent; Foster-parent
- Step-child; Foster-child
- Step-brother; Step-sister
- Grandparent; Step-Grandparent
- Grandchild; Step- Grandchild (of both the Employee and the Employee's spouse)
- Aunt; Uncle
- Niece; Nephew
- Spouse of the Employee's child
- Brother in-law; Sister in-law
- Relative of the Employee who is dependent on the Employee for care or assistance

ACTION REQUIRED: HR Client Service/System to be updated, as well as those approving and reviewing leave requests. HR Client Services will be responsible for implementing these updates

ACCESS TO FACILITIES

In the event that a Department/School or Faculty is unable to provide shared computer access for Contract Lecturers while on campus, the university will now make alternative arrangements upon request.

ACTION REQUIRED: If the Chair/Director is unable to provide the contract lecturers with a shared computer access in the department, they should consult with the Dean's office to explore access to the necessary resources.