

Summary of Negotiated Changes to the CUPE Local 3904, Unit 1 (2017-2021) Collective Agreement

The collective agreement between the university and CUPE Local 3904, Unit 1, representing part-time and sessional Contract Lecturers expired on August 15, 2017.

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 5, 2018.

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 HR Consultant at <https://www.ryerson.ca/hr/contact/consulting-services/>

Highlights of the Agreement

Duration:

Four-year collective agreement - August 16, 2017 to August 15, 2021.

Compensation

Base Salary Minima and Maxima

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

	August 16, 2017 to August 15, 2018	August 16, 2018 to August 15, 2019	August 16, 2019 to August 15, 2020	August 16, 2020 to August 15, 2021
ATB	1.75%	1.75%	2.00%	2.00%
Base Salary Min	\$65,569.36	\$66,716.82	\$68,051.16	\$69,412.18
Base Salary Max	\$83,855.85	\$85,323.33	\$87,029.79	\$88,770.39

Starting Salary Flexibility

The University retains the right to appoint Contract Lecturers up to the value of five (5) Service Adjustments above the minimum of the salary scale or in unusual circumstances the Dean has the right to hire an applicant up to the maximum of the salary scale. The value of up to five (5) Service Adjustments above the minimum of the salary scale is outlined below:

	August 16, 2017 to August 15, 2018	August 16, 2018 to August 15, 2019	August 16, 2019 to August 15, 2020	August 16, 2020 to August 15, 2021
Value of up to 5 Service Adjustments above the minimum of the salary scale	\$78,069.36	\$79,216.82	\$80,551.16	\$81,912.18

ACTION REQUIRED: CLAC would provide a written recommendation to the Dean that includes their rationale regarding the hiring of the applicant up to the value of five (5) Service Adjustments above the minimum of the salary scale or in unusual circumstances up to the maximum of the salary scale. The Dean would approve the recommendation and forward to the Vice-Provost, Faculty Affairs for approval.

Across-the-Board adjustments

- **Year 1** - on August 16, 2017 each instructor who continued to be an active Contract Lecturer will receive an Across-the Board increase of 1.75%
- **Year 2** - on August 16, 2018 each Contract Lecturer who continues to be an active Contract Lecturer will receive an Across-the Board increase of 1.75%
- **Year 3** - on August 16, 2019 each Contract Lecturer who continues to be an active Contract Lecturer will receive an Across-the Board increase of 2.00%
- **Year 4** - on August 16, 2020 each Contract Lecturer who continues to be an active Contract Lecturer will receive an Across-the Board increase of 2.00%

ACTION REQUIRED: The HR Client Services Unit will implement the ATB adjustment for Contract Lecturers with a Fall 2017 and Winter 2018 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 the June 1, 2018 pay for part-time and full sessional Contract Lecturers and June 29, 2018 for reduced sessional Contract Lecturers.

Once the salary adjustments are implemented HR will provide reports to each Faculty that include revised annual base salaries.

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.

Service Adjustment

There is no change to the Service Adjustment amount. It remains at \$2,500 and eligibility remains the same as in the previous collective agreement. For clarity, it was noted that the Contract Lecturer shall advance the value of a Service Adjustment the semester **after** they have accumulated one seniority credit.

Eligibility for a Service Adjustment is based on the existing rules, that is, Contract Lecturers will be eligible to receive a Service Adjustment for each two semesters of sessional appointment and/or for each three semesters of part-time appointments, or a combination thereof. The Spring/Summer semester is excluded with respect to eligibility for a Service Adjustment. As such, only the Fall and/or Winter semesters are included.

ACTION REQUIRED: *Each School or Department, is required to track Contract Lecturers' seniority (experience) credits to determine eligibility for a Service Adjustment when calculating salaries for each appointment.*

Job Security

Continuing Appointments:

The University agreed to appoint seventy (70 up from 60) of the most senior Contract Lecturers to continuing appointments of four years (up from three years), for the Fall and Winter terms only, commencing in the Fall 2018 academic year.

The Contract Lecturer's workload will be reviewed over the last three academic years in order to determine their workload for the four year appointment. The courses to which the Contract Lecturer will be assigned will not be posted as work available for discharge and the Contract Lecturers will not be required to apply each academic year. The same severance provisions apply.

Currently, Contract Lecturers are eligible to receive 80% of their remaining salary for two consecutive terms if disability commences during their appointment. Effective in the Fall 2018 term, those with a continuing appointment, as outlined above, will be eligible

to receive 80% of their remaining salary for an additional consecutive term of their disability.

ACTION REQUIRED: *The Union will provide a list to the Office of the Vice-Provost, Faculty Affairs (OVPFA) of the 70 most senior Contract Lecturers. The OVPFA will advise departments of the Contract Lecturers eligible for continuing appointments. Departments/Schools will then review the workload assignments of the individual Contract Lecturers over the previous three academic years to determine if it will be either a full sessional, reduced sessional or part-time appointment. The Dean will then confirm the appointment details in a letter of appointment. The OVPFA will provide Departments/Schools with the template letter of appointment. The OVPFA will take appropriate action to update the confirmation of appointment letter.*

Time Off for Union Activities

The University will provide to the local Union \$115,000 per annum to be used by the local union to compensate bargaining unit members who are also employees of the University, to undertake union/management activities.

ACTION REQUIRED: *The Office of the Vice-Provost, Faculty Affairs will take appropriate action to transfer the lump sum amount to the local union.*

Class Size and Teaching Delivery

Where a section size is exceeded as of the count date there are now two scenarios of support for extra students, depending on whether TA/GA support is academically required to deliver the course/sections.

Scenario #1: Where TA/GA support not academically required to deliver the courses/sections (as of count date), the CL may:

- i. Elect to be compensated for total number of students over the aggregate at rate of \$80 per student for first 33 extra students, and \$90 for each additional student beyond 33; **OR**
- ii. Elect to give up compensation and elect to receive appropriate TA/GA support; **OR**
- iii. Subject to mutual agreement between Contract Lecturer and Chair/Director, if the CL has elected payment as per (i) above, a portion of these funds may be allocated to the Dept./School to hire TA/GA support for the Contract Lecturer

Scenario #2: Where TA/GA support is academically required to deliver the course/section, the Contract Lecturer will be provided TA/GA support. Additionally, they will receive 20% of the total extra student payment as calculated in (i) above.

TA/GA support will be made available as soon as the total number of students is confirmed but no later than the third week of the commencement of the term.

ACTION REQUIRED: *Prior to an offer being made to a Contract Lecturer the Chair/Director will determine if TA/GA support is academically required, and communicate that at the time of offer. The Contract Lecturer will be responsible for requesting TA/GA support if eligible. The OVPFA will develop a form to assist Department/Schools with the implementation of the TA/GA support. The OVPFA will provide training on the use of this form. The OVPFA will conduct appropriate analytics with information received.*

Benefits

Extended Health Insurance (for those with appointments over 9 semester hours per semester)

The University increased:

- Effective April 1, 2018 - Vision entitlement from \$700/24 months to \$800/24 months for any combination of eye glasses and/or contact lenses and/or laser eye surgery
- Effective April 1, 2018 - Coverage for dental - major restorative covered at 65% and implant coverage to 65% of the alternative (e.g. bridge or denture)
- Included a maximum of \$3,500 per person per year on all dental excluding orthodontia
- The University will implement a drug card with a \$9 dispensing fee cap and mandatory generic substitution as soon as reasonably possible and the University will communicate the implementation date to the local union.

Compensation-in-lieu of Benefit Payment (for those with appointments below 9 semester hours per semester)

- Effective August 16, 2018, compensation-in-lieu of benefits at a rate of 3.00% (up from 2.50%) of gross salary for the duration of their appointment.
- Effective August 16, 2018, Contract lecturers with part-time appointments who do not receive benefits from another constituent Union group at the University are entitled to the compensation-in-lieu of benefits at a rate of 3.00%.

ACTION REQUIRED: *HR Pensions and Benefits Unit will make the necessary changes to the benefit plans and communicate with employees and the local Union.*

Professional Expense Reimbursement Fund

The University confirmed the amount of money it reimburses the Union for Contract Lecturers that are eligible for professional expense reimbursements at a total of \$190,000 (up from \$140,000) for sessional Contract Lecturers for each of the four (4) years of the contract, to be administered by the Union.

For part-time hourly appointments (less than 9 semester hours per term) the University will provide the Union with \$70,000 annually (up from \$50,000) for professional expense reimbursements for these Contract Lecturers, to be administered by the Union.

In addition, the University will provide the Union \$25,000 annually (up from \$20,000) to assist the Union in the administration of the fund.

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

Appointment Procedure

Postings

The following items represent additional steps or amendments to the original requirements for posting:

- Restricted work will be posted on a course or section basis and will not form part of a multi-course package with unrestricted work. Restricted work is not available for application. Such hiring decisions are within management's discretion and are not grievable.
- For the Fall semester postings shall be issued not later than May 30 (previously May 15).
- Applicants may elect to receive electronic notification of when postings are available. It is no longer a requirement to send copies of the postings to Contract Lecturers. Departments/Schools will, for the life of this Collective Agreement, send an email to Contract Lecturers reminding them to access the Unit 1 online recruitment application in order to apply for posted position vacancies. (Note: the pervious version of this document stated that the University will send an email to Contract Lecturers reminding them to access to the Unit 1 online recruitment application in order to apply for posted position vacancies. This has been clarified to indicate that Departments/Schools will carry out this activity).

Application

- The recruitment and application language in the collective agreement is amended to reflect the online recruitment tool, as well as the online offer of employment and acceptance.
- The Contract Lecturer's letter of appointment will include a hyperlink to the Collective Agreement on the Vice-Provost, Faculty Affairs' and Human Resources' web sites.

ACTION REQUIRED: *Unit 1 postings that contain restricted work shall be identified as such on the poster, OVPFA to provide template language in this regard. The OVPFA will communicate revised Fall posting date to Schools and Departments and the revised term of office for CLAC members. Schools/Departments to send e-mail (Ryerson e-mail address and CL's personal email on file) to Contract Lecturers on the posting dates (May 30th, November 1st and February 1st) reminding them to access the Unit 1 on-line recruitment tool to apply for Unit 1 vacancies. These CL's include those currently employed in the Department/School, those with Priority of Consideration, and those who have taught in the Department/School within the past six consecutive terms. HR Systems and Development will ensure hyperlink is included in the template letter of appointment.*

Selection

The following items represent additional steps or amendments to the composition, term and responsibilities of the CLAC:

- The Chair of the committee must write a brief report to the Dean, VP ECI, the Union and the OVPFA, explaining how appointments to the CLAC will serve EDI goals.
- In Schools/Departments with ten or more tenure stream faculty the Chair can increase the size of the CLAC by one additional member.
- The term of office for CLAC members shall be September 1st to August 31st. The Chair of the CLAC shall report the names of the members to the CLAC to the Office of the Vice-Provost, Faculty Affairs by June 15th for the upcoming term of office. (**Note:** The previous version of this document indicated that the new term of the CLAC would be May 1st to April 30th – this is no longer the case)
- The parties agreed to delete that the decision of the CLAC is to be made by majority vote since decisions are not made in this manner.
- At the end of the annual hiring cycle the CLAC must draft a report to the Dean, VP ECI, the Union and the VPFA, explaining how equity, diversity and inclusion obligations were addressed in recruitment and selection process.
- The parties confirmed that the Union representative is to be present only at the CLAC decision meeting(s) and their role is to observe the process.

ACTION REQUIRED:

- *The Office of the Vice-Provost, Faculty Affairs will provide to the Union, at the beginning of each semester (Fall and Winter) a digital list of the names of the CLAC members for each department, the name of the CLAC Chair in each department and verification that each member has completed the requisite training workshop.*
- *The OVPFA and HR will update CLAC training to reflect the negotiated changes.*
- *The Chair of the CLAC will be responsible for providing EDI reports to the Dean, VP ECI, the Union and the OVPFA. The OVPFA will monitor and track receipt of these reports.*

Inclusive Hiring Practices

The parties agreed to discuss the implementation of an applicant diversity self-id survey and associated protocols as part of the application process. The parties also agree to discuss the University's intention to designate one member of the CLAC as an equity representative who will receive specialized training from OVPECI. Discussions will also include the role of the equity representative on the CLAC and the content of the training.

ACTION REQUIRED: *The OVPECI, OVPFA and HR will meet with the Union to discuss the diversity self-id survey and the equity representative on CLACs.*

Seniority

Seniority credits lapse automatically after a period of six consecutive terms (previously 24 consecutive months) during which the Contract Lecturer has no employment relationship with the University. When a Contract Lecturer's seniority credits have lapsed they will have no accumulated seniority points to be considered in the hiring decision, and they will be considered a new hire for the purposes of Seniority, Teaching Assessments, and Salaries.

ACTION REQUIRED: *Departments/Schools are responsible for tracking seniority credits and implementing this change. HR Projects and Development will implement accordingly.*

Duties and Obligations

- It is now articulated that Contract Lecturers shall prepare for the courses they teach in accordance with the course outline as determined by the Department/School or the program's curriculum committee.
- Previously the collective agreement indicated that Contract Lecturers' duties may include limited research. This is has been deleted since research is not a requirement for the role.

- Mandatory Contract Lecturer orientation sessions will be held during the term of the Contract Lecturers' appointment.
- The parties clarified that Contract Lecturers acknowledge their responsibility to serve a diverse student population and to create an equitable, diverse and inclusive atmosphere of mutual respect in which students may learn.
- The submission dates for Contract Lecturers to submit their currency reports were amended in order to ensure that the Faculty Course Survey results are available to the Contract Lecturer to attach to their reports. The submission dates for these reports can be found in Attachment A. In cases where the submission date is beyond the terminal date of the CL's appointment, submission will not be an considered an activity that requires additional compensation.
- The Contract Lecturers' Faculty Course Survey results will automatically be released to their Chairs/Directors after the applicable currency report submission date.
- The parties clarified that in cases where a Contract Lecturer carries out course coordination of multiple sections, this would require compensation through extra payment in terms of a semester hour equivalent.

ACTION REQUIRED:

- *Departments/Schools will be responsible for organizing the mandatory orientation sessions.*
- *The Contract Lecturer is responsible for submitting their currency report online through the following form:*
<https://cas.ryerson.ca/login?service=https://ccs.cf.ryerson.ca/facultyAnnualReport/>
- *The OVPFA will collaborate with CCS to ensure that Chairs/Directors receive Contract Lecturers' FCS results immediately after the currency report submission dates.*
- *In cases where Contract Lecturers are assigned course coordination duties, Departments/Schools will provide Contract Lecturers with the appropriate semester hour payment.*

Leaves

Pregnancy Leave:

- Clarified that Contract Lecturers who are the birth mother are entitled to pregnancy leave and during pregnancy leave the University shall pay 97% (up from 93%) of the Contract Lecturer's salary minus any payments they are entitled to under the *Employment Insurance Act*

- Supplemental Unemployment Benefit (SUB) payments and other earnings will not exceed 97% (up from 93%) of the Contract Lecturer's normal weekly earnings
 - For the first week (previously two weeks) they will receive 97% of their salary from the University.
 - For the next 16 weeks (previously 15 weeks) they shall receive payments equal to the difference between the sum of the weekly EI benefits and other earnings received by the Contract Lecturer and 97% of the actual salary which they were receiving on the last day worked prior to commencing pregnancy leave.
 - SUB payment will be calculated using the weekly EI benefit payable to the Contract Lecturer without regard to any election to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

Partner Leave: Partner leave now includes a five day leave of absence with pay following the birth or **adoption** (new) of their child.

Parental Leave:

- Contract Lecturers are provided with up to four weeks of SUB payments if they have taken a pregnancy leave and up to five weeks of SUB payments if they have not (previously no distinction between the two - just five weeks).
- Where they are only taking a parental leave and the one week EI waiting period has not already been served by a partner the University will provide the employee with 97% of their salary during the waiting, which will count as one of the five weeks of SUB payments.

Bereavement Leave: It was noted that this type of leave may be granted for the death of persons other than family where there is a significant relationship.

ACTION REQUIRED: HR Client Services will be responsible for implementing these changes.

Assessments

Contract Lecturer Assessment Form

There were minor amendments to the Contract Lecturer Assessment form that include the alternate delivery modes (online and hybrid/flipped) and clarifying that scholarship is demonstrated by the Contract Lecturer through lecture or classroom/online discussion or resource materials developed for the course. The form also clarifies that the assessor and the Contract Lecturer must have a conversation prior to the assessment in order to clarify the nature of the class format/delivery and to identify areas of specific focus.

ACTION REQUIRED: Revised form to be used by assessors in conducting evaluations. The Office Vice-Provost, Faculty Affairs will post the revised fillable form on its website.

Orientation

When Faculty specific orientation sessions are offered the Dean must provide the Union with two weeks' notice of the session, and provide the Union with a copy of the agenda. The Union may make a presentation at the meeting (no longer than 20 minutes), and may hand out an orientation package. The Union must be advised of their time slot on the agenda no later than three days prior to the session.

ACTION REQUIRED: The Deans' offices will ensure compliance with this Article.

Severance

When determining the value of one week's pay, for the purpose of calculating severance, this will include any extra student payment, overload payment, compensation for activities which fall outside the appointment period, and lump sum payments.

ACTION REQUIRED: HR Client Services will calculate the appropriate amount of severance in compliance with this Article. The OVPFA will draft the MOU for signature of the parties.

Employment Insurance Hours

The Union confirmed its practice that for Employment Insurance purposes only that each hour of work per academic semester shall equal four (4) hours for Employment Insurance purposes only and such hours are pro-rated should the Contract Lecturer not teach the complete semester.

ACTION REQUIRED: HR Client Services will continue to take appropriate action.

Facilities

Department/Schools shall provide Contract Lecturers with reasonable facilities and equipment as are required for the performance of their duties. They shall have access to use general departmental photocopy, printing and other regular office equipment in their Department/School.

ACTION REQUIRED: *The Department/School will ensure compliance with this Article.*

Indirect Supervision in the School of Nursing: Clinical Supervision of Practicums

The parties negotiated a new compensation standard for indirect supervision (clinical supervision of practicums) for all new hires as of August 16, 2015 and such hires are paid at the negotiated rate in the collective agreement as outlined in Article 17.6(b) of the Unit 1 Collective Agreement. Contract Lecturers who had an indirect clinical practicum appointment in respect of the 2014-2015 academic year or who taught such courses in the 2012-2013 and 2013-2014 academic years are grand-parented with respect to teacher/student ratio and rates of pay.

ACTION REQUIRED: *School of Nursing to take appropriate action.*

Workplace Civility

A new Article has been agreed to regarding workplace civility. In assessing whether bullying or personal harassment may have occurred, the definitions and standards set out in the University's Workplace Civility and Respect Policy and the Guide to Civility, while not forming part of the collective agreement, shall be considered. The internal steps outlined in these policies shall be exhausted before filing a grievance. The parties confirmed that the Contract Lecturer has the right to union representation throughout the process.

Discrimination/Harassment Complaints

We have updated the process for dealing with complaints of discrimination or harassment. They shall be raised with Human Rights Services or the Chair/Dean. Human Rights Services will conduct an investigation appropriate to the circumstances and forward the results to the Dean, who will issue their decision to the complainant, in writing, within a reasonable timeframe. The Contract Lecturer may, at any point in the process, refer the complaint to the Human Rights Tribunal. The Contract Lecturer is able to consult with their Union representative throughout the process.

Accommodation for Religious Observances and Persons with Disabilities

The University reaffirmed its commitment to fostering a collegial study and work environment that is free of discrimination and harassment based on prohibited grounds outlined in the Ontario Human Rights Code. Contract Lecturers may request reasonable accommodation in the workplace for temporary or permanent disability and/or accommodation for religious observances in accordance with appropriate University policies. The University will continue to educate and communicate to all stakeholders about their role and obligations in accordance with the University's accommodation policies and processes.

HEALTH AND SAFETY

The University re-affirmed its commitment to maintain a joint health and safety committee as prescribed by the Occupational Health and Safety Act and its commitment to a healthy and safe work environment and the promotion of the health and safety of the employees as required under the Occupational Health and Safety Act and the University's Occupational Health and Safety policy statement.

ATTACHMENT A – CUPE LOCAL 3904 UNIT 1 CURRENCY REPORT SUBMISSION DATES

Type of Appointment		Submission Date
Fall term	Winter Term	
August 16 to June 15 - full or reduced sessional		June 1st
August 16 to January 15 - Fall full or reduced half sessional and then obtains a consecutive full or reduced half sessional appointment in the Winter term	January 16 to June 15 - full or reduced half sessional	June 1st
August 16 to January 15 - full or reduced half sessional		January 15th
	December 16 to May 15 - full or reduced half sessional	May 15th
August 23 to December 31 - part time		January 15th
	January 1 to May 8 - part time	May 15th
August 23 to May 8 - Part time		May 15th
August 23 to Dec 31 - Part time and then obtains a consecutive full or reduced half sessional appointment in the Winter term	December 16th to May 15th - Full or reduced half sessional	May 15th