

Briefing note regarding negotiated changes to the CUPE Local 3904, Unit 2 (2017 – 2021) Collective Agreement

The collective agreement between the university and CUPE Local 3904, Unit 2, representing Continuing Education Contract Lecturers expired on August 31, 2017.

A new collective agreement between the university and CUPE Local 3904, Unit 2 was ratified by the Union and the Board of Governors on July 11, 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 clarification please do not hesitate to contact Rhonda Kupfer, Senior Human Resources Consultant for The Chang School at rkupfer@ryerson.ca.

Highlights of the agreement

Duration

- Four-year collective agreement: September 1, 2017 to August 31, 2021

Compensation

Rates of Pay for Credit Courses

Effective Fall 2017 term - \$157.65 per hour

Effective Fall 2018 term - \$161.67 per hour

Effective Fall 2019 term - \$164.90 per hour

Effective Fall 2020 term - \$168.20 per hour

ACTION REQUIRED: The HR Client Services Unit will implement the salary adjustment for Contract Lecturers with a Fall 2017, Winter 2018 and Spring/Summer appointment(s), which will be retroactive to the start date of each Contract Lecturer's appointment. HR Client Services will calculate the appropriate retro payment. For Continuing Education Contract Lecturers salary adjustments were reflected on their August 24, 2018 pay and on the September 14, 2018 for continuing education courses paid on a monthly basis. The Office of the Vice-Provost, Faculty Affairs, in consultation with HR and The Chang School, issued a general salary communication letter.

Monetary Non-Base Items

Payment beyond the Terminal Date of the Appointment

Continuing Education Contract Lecturers who are required to participate in and/or complete activities related to their duties which have been scheduled beyond the terminal date of their appointment will be paid \$100 per hour for the agreed upon activities. The Continuing Education Contract Lecturer will be paid a minimum of two (2) hours, or the amount of time required to carry out the agreed upon activities, whichever is greater.

ACTION REQUIRED: The Program Director, in collaboration with the Academic Coordinator and the Contract Lecturer are to agree on the type of participation required and the amount of time needed to complete the activity (ies). The Agreement will be confirmed in writing by the Program Director. The Chang School initiates payment for the agreed upon hours using a Personnel Action Form (PAF). Payroll in Human Resources will process the payment. The Chang School will develop a form to facilitate discussion and agreement between the Continuing Education Contract Lecturer and the Program Director.

Payment in cases of termination after Commencement of Classes

In cases where classes are cancelled less than 24 hours in advance of the day classes start, the Continuing Education Contract Lecturer will be paid the equivalent of 9 hours of work (from 6 hours of work).

ACTION REQUIRED: The Chang School will take appropriate action to ensure the CECL receives the 9 hours of payment.

Benefits Fund

The University agreed to continue to transfer one-time lump sum payments each year to the Union in order for the Union to purchase a benefits plan and/or to reimburse bargaining unit members for benefits related expenses, subject to the union fulfilling its reporting requirements to the University. This fund continues to be managed and administered by the local union. The lump sum amounts are as follows:

- \$80,000 by March 1st, 2018;
- \$95,000 by March 1st, 2019;
- \$95,000 by March 1st, 2020;
- \$95,000 by March 1st, 2021

The University agreed to transfer a one-time lump sum payment of \$25,000 within thirty (30) days of ratification for outstanding unpaid claims.

ACTION REQUIRED: The Chang School will transfer the one-time lump sum payments to the local union.

Professional Development Fund

The University agreed to continue to provide a professional development reimbursement fund (PDRF) to reimburse individual members for eligible expenses. The University will transfer lump sum payments to the Union who will continue to administer the fund, subject to the Union fulfilling its reporting requirements to the University. The lump sum amounts are as follows:

- \$80,000 by March 1st, 2018;
- \$100,000 by March 1st, 2019;
- \$100,000 by March 1st, 2020;
- \$100,000 by March 1st, 2021

ACTION REQUIRED: The Chang School will transfer the one-time lump sum payments to the local union.

Administration of Benefits Fund and Professional Development Fund

The University agreed to continue to provide the union with \$25,000 on March 1st of each year of the collective agreement for the purpose of managing and administering the Benefits and Professional Development. The transfers are subject to the Union providing the appropriate Annual Reconciliation Report(s).

ACTION REQUIRED: The Chang School will transfer to the local union \$25,000 on March 1st of each year of the collective agreement for the purpose of managing and administering the Benefits and Professional Development.

Union Representation – Release Time

The University increased the amount of money provided to the Union for release time. The one-time only lump sum payments are as follows:

- \$45,000 by September 15, 2017
- \$50,000 by September 15, 2018
- \$50,000 by September 15, 2019
- \$50,000 by September 15, 2020

ACTION REQUIRED: The Chang School will transfer the funds to the local union.

Severance

It was clarified that if a Continuing Education Contract Lecturer's work which they have traditionally taught is no longer offered by the University through the Chang School to members of the bargaining unit for a period of six (6) consecutive terms and the Continuing Education Contract Lecturer is not qualified to teach other CUPE 3904, Unit 2 work available they shall be eligible to elect a one-time only severance entitlement.

In determining the value of one (1) week's pay the University shall average the per semester salary of the Continuing Education Contract Lecturer over the best four (4) academic semesters (previously the *last* four (4) academic semesters) they have taught and divide the average per semester salary by a standard term of 14 weeks. It was confirmed that the value of one week's pay will include any extra student payment compensation for activities which fall outside the appointment period, and lump sum payments.

Upon accepting the severance entitlement, the Continuing Education Contract Lecturer shall not be eligible to apply for any future CUPE 3904 Unit 2 work for a period of not less than two (2) years (previously three (3) years). The Continuing Education Contract Lecturer shall carry forward no seniority points upon any application for vacancies posted after the two (2) year period.

ACTION REQUIRED: The Office of the Vice Provost, Faculty Affairs and HR Services will calculate the appropriate severance payments where applicable.

Tuition Waiver

The University shall waive the tuition fee of three (3) (previously two (2)) credit courses per academic year, offered through The Chang School, up to a maximum of \$750.00 (previously \$500) per course, for Continuing Education Contract Lecturers only who meet specified conditions.

ACTION REQUIRED: Clients Services in Human Resources will take appropriate action to implement this change.

Non-Monetary Items

Job Security – Continuing Appointments

The university agreed to provide two-year, two term (Fall and Winter terms only) appointments for the forty (40) (previously thirty (30)) most senior Continuing Education Contract Lecturers, as identified on the seniority list. These appointments will be made under the following conditions:

- The credit course sections to which the Continuing Education Contract Lecturer will be assigned will not be posted as work available for discharge. As such, the Continuing Education Contract Lecturers will not be required to apply each academic year for the credit course sections assigned pursuant to this letter; and
- The credit course sections to which the Continuing Education Contract Lecturer is assigned shall not count towards the 28% of restricted work as outlined in Article 11.01.D. of the Collective Agreement;

- The number of credit course sections that will be assigned to the Continuing Education Contract Lecturer for the applicable terms will be the number of sections assigned to the Continuing Education Contract Lecturer in the Fall 2017 and Winter 2018 terms, subject to no more than two (2) sections per term.
- The appointment will span the time period from the Winter 2019 to Winter 2022 terms for the Fall and Winter terms only and the details will be confirmed in a letter of appointment.
- The Continuing Education Contract Lecturer who has not been assigned the maximum of two credit course sections for the Fall and Winter terms only in the time period from Winter 2019 to Winter 2022 may apply for posted work and will be subject to the limit of two credit course sections in total per semester, irrespective of the source of such work.
- The Continuing Education Contract Lecturer shall have access to the severance provisions as outlined in Article 21 of the Collective Agreement.

ACTION REQUIRED: The Chang School will identify the 40 most senior CECLs and identify the number of credit course sections these Contract Lecturers obtained in the Fall 2017 and Winter 2018 terms in order to determine the number of credit course sections they will be assigned for the period from the Winter 2019 to Winter 2022 terms. The Chang School will track this work and ensure that it is not counted towards the 28% restricted work. The Office of the Vice Provost, Faculty Affairs, in collaboration with HR and The Chang School, will prepare a template letter of appointment for Contract Lecturers who obtain continuing appointments.

Job Posting

Job Posting Dates:

Term	Date
For the Fall Term	June 12 th (previously June 15 th)
For the Winter Term	November 1 st
For the Spring/Summer Term	March 1st

Posting Time Period: For the Fall and Winter terms each position vacancy shall be posted for a period of ten (10) calendar days (previously seven (7) calendar days) within The Chang School. For the Spring/Summer term, each posting vacancy shall be posted for a period of seven (7) calendar days within The Chang School. The closing time for applications will be 11:59 p.m. on the final calendar day.

Posting Information: On the above posting dates, The Chang School will provide the Union with a list of the restricted courses (i.e. work that is not subject to the posting provisions).

Conditional Offers: Conditional offers of appointment for the Fall term or the Fall and Winter term for credit and non-credit courses shall be issued by July 30; by December 4 (previously December 1) for the Winter term; and by April 9 for the Spring/Summer term.

Training to Selection Committee Members: The Chang School will provide the Union with a list of the selection committee members and the dates that such members received training.

Qualification/Selection Criteria: When evaluating applicants the Selection Committee must consider the following in regards to *Teaching Skills and Effective Interaction*:

Evidence of teaching effectively to adult learners and/or evidence of teaching effectively in a post-secondary environment which may include relevant assessment tools or equivalent documentation; evidence of ability to interact effectively with adult learners and colleagues in a diverse and inclusive environment; ability to work effectively in groups; ability to resolve conflicts constructively; ability to carry out the duties and obligations of a Continuing Education Contract Lecturer in accordance with Article 12; ability to empathize with others and consider varied perspectives.

ACTION REQUIRED: The Chang School will take appropriate action to provide the required information to the local union as mentioned above. The on-line application system will be amended to reflect the 10 and 7 calendar day posting periods. Training will be updated to include the amended selection criteria for 'Teaching Skills and Effective Interaction'.

Webpage Profiles and Storage

The Chang School will communicate to Continuing Education Contract Lecturers, through appropriate venues that they may include their webpage profile on The Chang School web site and that The Chang School provides Continuing Education Contract Lecturers with access to secured storage for materials, such as exams, tests, quizzes, etc.

ACTION REQUIRED: The Chang School will take appropriate action to communicate this to Contract Lecturers.

Discrimination/Harassment Complaints

The parties agreed to update the process for dealing with complaints of discrimination or harassment. They shall be raised with Human Rights Services or the 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 Continuing Education Contract Lecturer may, at any point in the process, refer the complaint to the Human Rights Tribunal. The Continuing Education Contract Lecturer is able to consult with their Union representative throughout the process.

ACTION REQUIRED: Representatives of the University who deal with discrimination/harassment complaints will ensure that the above provisions are enacted.

Workplace Civility

A new provision was added regarding Workplace Civility. The University and the Union are committed to an environment where all members of the community are free from bullying and personal harassment. 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 Continuing Education Contract Lecturer has the right to union representation throughout the process.

ACTION REQUIRED: Representatives of the University who deal with workplace bullying and personal harassment issues will ensure that the University's Workplace Civility and Respect policy and the Guide to Civility are used to assess whether bullying and personal harassment may have occurred.

Accommodation

A new provision was added regarding Accommodation. It confirms the University's commitment to fostering a collegial study and work environment that is free of discrimination and harassment. Academic Assistants may request reasonable accommodation in the workplace 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 policies and processes.

Health and Safety

The parties agreed that the University will maintain a joint health and safety committee as prescribed by the Occupational Health and Safety Act and confirmed 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.

Prepared: September 2018