

Briefing note regarding negotiated changes to the CUPE Local 3904, Unit 3 (2017-2020) Collective Agreement

The collective agreement between the university and CUPE Local 3904, Unit 3, representing Graduate Assistants, Teaching Assistants, Invigilators and Lab Monitors expired on August 31, 2017.

A new collective agreement between the university and CUPE Local 3904, Unit 3 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 your [Human Resources Consultant](#).

Highlights of the agreement

Duration

- Three years and four months: September 1, 2017 to December 31, 2020

Base Compensation

Across the Board (ATB):

The parties agreed to the following ATB increases for all employees in the bargaining unit (i.e. Graduate Assistants, Teaching Assistants, Lab Monitors and non-course related appointments and Invigilators)

- Year 1 - 1.75%
- Year 2 - 1.75%
- Year 3 - 2.0%
- Year 4 - 2.0% pro-rated for four months (that is .66%)

Market Adjustment:

The parties agreed to provide a market adjustment in year 1 and year 2 of the Collective Agreement to the Invigilator pay rate. Market adjustment for each of these two years is 3.25%.

The hourly pay rates are as follows:

Position	Level of Study	September 1, 2017 to August 31, 2018	September 1, 2018 to August 31, 2019	September 1, 2019 to August 31, 2020	September 1, 2020 to December 31, 2020
Graduate Assistants (Ryerson students)	PhD	\$47.22	\$48.05	\$49.01	\$49.33
	Master	\$43.72	\$44.49	\$45.38	\$45.68
Teaching Assistants	Undergraduate (enrolled in 4th year)	\$33.81	\$34.40	\$35.09	35.32
Lab Monitors and non-course related appointments		\$20.41	\$20.77	\$21.18	\$21.32
Invigilators		\$24.36	\$25.58	\$26.09	\$26.26

External applicants will be paid relative to the qualifications required for the performance of the assistantship, normally at the Teaching Assistant rate.

ACTION REQUIRED: The HR Client Services Unit will implement the ATB adjustment for employees with a **Fall 2017, Winter 2018 and Spring/Summer appointment(s)**, which will be retroactive to September 1, 2017 to all employees actively employed on September 1, 2017 or thereafter. HR Client Services will calculate the appropriate retro payment. Salary adjustments will be reflected on the July 27, 2018 pay.

Monetary Non-Base Items:

Union Representation – Release Time:

- Instead of Union release time hours, the University will provide the Union with the following funds to compensate bargaining unit members who are also employees of the University, who undertake Union/Management activities related to the implementation, application, interpretation and/or negotiation of the Collective Agreement:
 - \$70,000 for each September 1 to August 31 of this Collective Agreement; and
 - \$23,334 for the time period of September 1, 2020 to December 31, 2020

- **ACTION REQUIRED:** The Office of the Vice-Provost, Faculty Affairs will arrange the necessary budget transfer to the Union.

General Assistance Fund/Health Benefits Fund:

Effective January 31, 2019 the Fund will be separated into two funds; a General Assistance Fund and a Health Benefits Fund.

- Year 1 of this Collective Agreement-- University will continue to provide the Union with funds for the General Assistance fund.
- Year 2 and 3 of this Collective Agreement-- University will provide a General Assistance and Health Benefits Fund.

The **General Assistance Fund** will continue to be used to address a variety of issues, such as professional development, or bursary-type support that the Union deems appropriate for its members.

The **Health Benefits Fund** will be used solely for the reimbursement of health benefit related expenses.

- The amounts for such funds are outlined below. The Union will use the funds to provide financial assistance to Graduate Assistants and Teaching Assistants. The funds will continue to be administered by the Union.
- The University confirmed the Union's responsibilities with respect to administering these funds, including their reporting requirements for reconciliation and tax purposes.
- For the first and second year the Union will retain any funds not spent by December 31, 2018 and 2019, and any funds not spent by December 31, 2020 shall be subject to negotiations at the next round of collective bargaining.

The University will transfer the following funds to the Union:

	General Assistance Fund	Health Benefits Fund	Total
Year 1 (Jan 31, 2018)	\$375,000		\$375,000
Year 2 (Jan 31, 2019)	\$175,000	\$250,000	\$425,000
Year 3 (Jan 31, 2020)	\$175,000	\$275,000	\$450,000

The University will provide the Union the following amounts to administer these fund:

- January 31, 2018 -- \$25,000;
- January 31, 2019 -- \$30,000;
- January 31, 2020 -- \$35,000.

ACTION REQUIRED: The Office of the Vice-Provost, Faculty Affairs will arrange the necessary budget transfer to the Union.

Health Benefits Working Group:

- A joint working group to explore reasonable and effective options for the provision of health benefits to CUPE Unit 3 members will be established. This working group will review sector practices for the provision of health benefits and consider a variety of options. They will prepare a non-binding report summarizing their discussions and options considered. This report will inform the next round of bargaining.

ACTION REQUIRED: The Office of the Vice-Provost, Faculty Affairs, Human Resources and the Union will establish the working group within six months of ratification of the Collective Agreement.

Equity and Inclusion Fund:

- The University will provide a one-time fund of \$10,000 on January 31 of each year of this Collective Agreement to be available to fund equity and inclusion initiatives. This fund will be administered by the Union and the Union will report on these initiatives and how the money was spent. This report will be provided to the Vice-Provost, Faculty Affairs by October 31, 2020.
- In determining the projects, events or new initiatives the Union may seek input from appropriate offices at the University, including the Office of the Vice-President, Equity and Community Inclusion.

- **ACTION REQUIRED:** The Office of the Vice-Provost, Faculty Affairs will arrange the necessary budget transfer to the Union.

Pay Schedule

It was re-confirmed that employees are paid on a biweekly basis, two (2) weeks in arrears. The University agrees to work with Departments/Schools in order to facilitate the timely payment of wages to employees.

- **ACTION REQUIRED:** Human Resources will work with Departments/Schools in order to facilitate the timely payment of wages to employees. The Supervising Instructor's responsibility in this regard will be included in the 'Guide for Supervising Instructors'.

Appointments

The parties agreed to a few changes that aim to clarify the appointments of Academic Assistants:

- **Appointments:** The parties confirmed that Graduate Assistants or Teaching Assistants are normally registered as a Ryerson University student. It is no longer required that they be registered as a full-time student. The University retains the flexibility to hire GAs or TAs that are not registered Ryerson students where no qualified Ryerson student is available for the appointment.

- **Offers of Appointment & Workload Form:** Offers of appointment to Academic Assistants will confirm the terms and conditions of employment, including hours of work, the start/end date, the assigned duties and the expected hours of work for each duty specified. This information will be outlined in the **workload confirmation sheet** that will be attached to the end of the Academic Assistant's letter of appointment. An updated sample assistantship workload form was drafted. This sample form may be amended by the University, as it deems appropriate. **See Appendix A – sample Assistantship Workload Form.**
- **Exclusive Appointments:** The parties confirmed that appropriate combinations of assistantship duties may result in exclusive appointments for invigilators, lab monitors, markers, graders etc.

ACTION REQUIRED: Departments/School to include in their TA/GA postings the assigned duties and expected hours for the Assistantships. Human Resources will amend the e HR appointment process for TAs/GAs in order that the assigned duties and expected hours pre-populate on the Assistantship Workload Form.

Workload

The parties agreed to a few changes that aim to clarify the duties of Academic Assistants:

- **Invigilation:** Graduate Assistants who carry out classroom invigilation as part of their Graduate Assistant workload assignment will be paid at the GA pay rate. Invigilators hired solely and exclusively to carry out invigilation will be paid a specific invigilator rate of pay.
- **Lab Monitors:** A new provision was added to the Collective Agreement regarding lab monitors. The duties of lab monitors are outlined in this new provision, and it is noted that lab monitor duties shall not include assisting students with their academic work.

Meeting with Supervisor: It was confirmed that it is the joint responsibility of the Supervising Instructor and the Academic Assistant to meet after receipt and acceptance of the letter of appointment and review and confirm the hours of work, the start date/end date, the assigned duties, the expected hours of work breakdown, the standard of performance expected, etc. This information will be contained in the **workload confirmation sheet** discussed above. Both parties are to ensure that the total hours of work as defined in the letter of appointment and workload form are not exceeded on a semester basis, and as such are to meet at the midpoint of the semester to ensure the assigned hours are sufficient to carry out the assigned duties.

ACTION REQUIRED: Supervising Instructors are to ensure that Assistant is paid the appropriate pay rate. Human Resources will take appropriate action to automate the Assistantship Workload Form. Supervising Instructor and Assistant are to monitor the assigned hours to the Assistant. In cases where the SI and/or Assistant become aware that the assigned hours may be exceeded they will meet to resolve the issue, which may include the SI adjusting the course deliverables or any other appropriate action.

Graduate Newsletter:

The University will include in the Graduate Newsletter, information advising Ryerson graduate students to view the e HR career site for TA/GA posted opportunities and a reminder that they can opt in to receive e-mail notifications of posted Assistantship vacancies. The newsletter will be circulated to graduate students prior to the commencement of applicable Fall terms. Further, the Yeates School of Graduate Studies will also include a link on their home page to the Career Opportunities web page on the HR site.

ACTION REQUIRED: Yeates School of Graduate Studies will take appropriate action.

Information to the Union:

The Union will have access to the reporting tool in the human resources management system and should the reporting tool be unavailable a copy of said information will be provided as soon as reasonably possible.

ACTION REQUIRED: Human Resources will take appropriate action.

Grievances and Grievance Arbitration

We have updated the timelines for parts of the grievance process, allowing for ten (10) working days instead of the previous five (5) working days with respect to the Union/employee filing a complaint and the scheduling of the grievance meeting.

ACTION REQUIRED: Representatives of the university who handle grievances will ensure that the above provisions are enacted.

Performance Evaluation of Academic Assistants

- It was confirmed that the employee's Supervising Instructor is required to complete a performance evaluation, and that employees will receive a copy of their performance evaluation.
- It was confirmed that we will move towards providing employees with electronic performance evaluation forms (i.e. PDF fillable form).
- Minor changes were made to the evaluation form for Lab Monitors.

ACTION REQUIRED: Supervising Instructors are to complete the performance evaluation of Graduate Assistants, Teaching Assistants and Lab Monitors using the performance evaluation forms and provide the employee with a copy. OVPFA will create a PDF fillable form of the performance evaluations and post on the appropriate web sites. Performance evaluation of Invigilators only needs to be completed by the Supervising Instructor and provided to the invigilators for those invigilators with an overall rating of unacceptable.

Guide to Supervising Instructor

- The parties confirmed that this Guide will be developed by no later than March 31, 2019. The guide will be a tool to assist Supervising Instructors in discharging their duties in relation to their GA/TA employees in a more effective manner.

ACTION REQUIRED: Office of the Vice-Provost, Faculty Affairs, in collaboration with Human Resources, Learning & Teaching Office and Faculties, will develop the Guide for Supervising Instructors, post the guide on relevant websites, and deliver information sessions to Supervising Instructors.

Accommodation

The University reaffirmed its 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.

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 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 Academic Assistant may, at any point in the process, refer the complaint to the Human Rights Tribunal. The Academic Assistant is able to consult with their Union representative throughout the process.

ACTION REQUIRED: Representatives of the University who deal with workplace bullying and personal harassment issues will ensure that the will ensure that the above provisions are enacted

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 Academic Assistant 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.

Health and Safety

The parties re-confirmed that the University will continue 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.

Prepared: July 20, 2018

APPENDIX A - SAMPLE ASSISTANTSHIP WORKLOAD FORM

Supervising Instructor	Graduate/Teaching Assistant
Course	Section
Faculty/Department/School	Semester/Year

Assigned Duties (as Total Number of Hours)

(Not all duties need to be assigned)

Duties	Approximate Hours Budgeted	Hours Completed to Date (Midpoint Meeting)	Notes
Attending Employer Orientation Workshops and Training			
Conferring with the Supervising Instructor/training			
Preparation duties			
Attending lectures			
Office hours/student consultations			
Serving as tutors			
Supervising/monitoring labs/ demonstration			
Marking assignments/lab reports/term papers			
Marking quizzes/tests/exams			
Invigilation of midterms & final exam			
Other duties			
TOTAL			