

## **Unit 1 (TAs and RAs in lieu) Tentative Collective Agreement, 2019** **Overview**

### **Highlights:**

- Creation of TA training of 5 hours per member at regular rate, starting in 2021
- Lump sum payment of \$100,000 for benefits
- Creation of \$10,000 supplementary benefits fund (in response to our proposal for a trans fund)
- Increase of benefits fund payments from \$232,00 per year to \$237,000 per year
- Increase of family dental supplemental fund from \$24,000 per year to \$30,000 per year
- Expansion of paid pregnancy/parental leave
  - 19 weeks at 90% → 30 weeks at 95% (17 for pregnancy and 13 for parental)
  - 4 weeks at 100% → 6 week at 100%
- Creation of paid family medical leave
  - 8 weeks at 95%
- Wage increases of 1% per year in each of 3 years
- No Concessions
  - We fought off all concessions around guarantee and hours, notably:
    - the employer's desire to erode the standard 130 hours arrangement
    - their desire to end the compounding of additional graduate TAships to get TAs to 260 hours
    - their proposal to limit the ability to defer a TAship past year 4
    - their proposal to make a TA decline into waiving future entitlement
- Preferential Hiring for First Nations, Métis, and Inuit TAs who express interest to work in Indigenous Studies Program **\*\*Tentative\*\***
- No more key deposit payments
- 50% reimbursement of medical notes, to a maximum of \$50.00

### **Universal Changes:**

- Gender neutral pronouns
  - He/she → they
  - His/hers → theirs

## **Article-by-Article changes:**

**\*\*articles not otherwise noted remain unchanged from the existing agreement\*\***

### **Article 1- Scope and Purpose**

- Collective Agreement to be administered in “good faith and in a fair and reasonable manner” (1.04)

### **Article 5- Union Information**

- Leave, with pay, for bargaining team members to attend negotiations (5.02 b)
- Entitlement for union to provide overview of Union at any department or faculty orientation (5.03 c)
- Union has the ability to call in expert advisors (5.04)

### **Article 6- No Discrimination, Harassment, Sexual Harassment**

- Addition of family status, receipt of public assistance, and record of offenses to list of ‘prohibited grounds.’ Expanded definition of ‘disability’ (6.01 b)
- Clear and expanded list of possible grounds that constitute sexual harassment (6.02 d and e)
- Stronger anti-reprisal language (6.03 b)

### **Article 7- Union Security**

- Automatic union membership (7.01 c and d)

### **Article 12- Hours of Work**

- Employer will consider alternative position if a member is appointed to a department outside the one in which they’re registered (12.02 b)
- “The Hours of Work form shall include the nature of tasks of expectations of grading” → provides for clear expectations (12.03 b iii)
- Recognition that time spent at meetings with employment supervisor is to be listed on Hours of Work form (12.03 c)
- Ability to agree to additional hours over and above what is contained in the Hours of Work form (12.04 a), as well as ability to agree to post-contract work (12.06)
- Access to support and leaves for those who have experienced domestic violence (12.04 g)
- Ability to modify duties in event of conflict with academic work (12.08)
- Ability to have different employment and academic supervisor if requested (12.09)

## Article 13- Postings and Appointments

- Ability to defer term if leave of more than 3 weeks is taken (13.01 f)
- Affirmation of employment equity that is reflected in the employer's hiring practices (13.05 e)

## Article 15- Employee Evaluations

- Notice of evaluation increased from 36 hours to 5 business days (15.06)
- Prohibition of electronic monitoring for evaluative purposes (15.07)

## Article 16- Wages

- Compensation for missed wages over \$50.00 to be paid in 'interim' pay period
  - \*\*the hourly wages are contained in Schedule 'A' at the back of the agreement

## Article 17- Instructional Resources

- Coverage by key policy → deposits for keys prohibited (17.01 d)
- Ability to secure no cost storage for personal belongings (17.01 e) and work related materials (17.01 f)

## Article 18- Health and Safety

- Clarity around, and secured access to, joint central health and safety committee (18.03 and 18.03.1)
- Employees to be provided with Job Hazard Analysis at beginning of each contract (18.12.1)
- Right for union to accompany outside health and safety inspectors (18.19)
- Union to be notified any health and safety incidents involving CUPE members (18.21)
- Language around domestic and sexual violence, including access to accommodated work and leaves (18.26, also outlined in 19.14)

## Article 19- Leaves of Absence

- General leave- ability to exchange duties increased from one week to 10 days (19.01 a)
- Addition to semester-long unpaid leave, not counted against guarantee (19.01.1)
- Reimbursement for medical documentation at 50% up to \$50 (19.02 c)
- Family Medical Leave supplementary compassionate care benefits → leave up to 8 weeks paid at 95% of wages
- Pregnancy and Parental Leave → "Option A" expanded from 19 weeks at 90% to 30 weeks at 95% of wages, "Option B" expanded from 4 weeks at 100% to 6 weeks at 100% of wages
- Ability to attend various observances on campus, such as Remembrance Day, Day of Mourning, National Aboriginal Day, Montreal Massacre commemoration

## Article 20- Vacations and Public Holidays

- Wages to include 6% vacation pay (20.01)
- Additional pay for work performed between Dec 24 and 31 expanded to include all work (previously just exams) (20.03)

## Article 21- Benefits

- General Benefits Fund payment increases from \$232,000 per year to \$237,000 per year (21.01 a)
- Creation of new supplementary benefits fund at \$10,000 per year. This was agreed to in response to our proposal around a trans-fund (21.01 a1)

## Article 22- Dental Plan

- Employer contributions for Family Dental Premium offsets increased from \$24,000 per year to \$30,000 per year (22.15)

## Article 23- Term

- 3 year agreement (23.01)

## Article 25- Employee Information **\*\*NEW\*\***

- Outlines process around employment files

## Article 26- Workplace Accommodation **\*\*NEW\*\***

- Clear language on process for securing workplace accommodations and the inclusion of the union (26.01 a)
- Prevention from being required to divulge medical diagnosis (26.01 b)
- Clear return-to-work protocol that involves the union (26.01 c, d, and e)

## Article 27- Intellectual Property

- Employees covered by Joint Intellectual Property Policy

## Schedule A- Wages

- 1% increase in each of 3 years

Classification	Hourly Rate			
	Current	2 <sup>nd</sup> pay date following Date of Ratification	Sept 1, 2020	Sept 1, 2021
Class A (Employees holding an Undergraduate degree)	<b>\$43.63</b>	<b>\$44.07</b>	<b>\$44.51</b>	<b>\$44.95</b>
Class B (Employees not holding an undergraduate degree)	<b>\$25.30</b>	<b>\$25.55</b>	<b>\$25.81</b>	<b>\$26.07</b>

## Letter of Understanding- Gender Affirmation **\*\*NEW\*\***

- Parties commit to meet to discuss supports needed

## Letter of Understanding- Training **\*\*NEW\*\***

- The parties agree to convene a joint committee for the purposes of establishing an Institution-wide or Faculty specific training program for Unit 1 members.
- This training is understood to be a program of professional education and will include instruction on topics in pedagogy and anti-oppression
- Considerations of this committee may include, but are not limited to, the following:
  - integration of existing Faculty specific training programs;
  - integration of existing resources and training opportunities;
  - accessibility;
  - frequency, duration and logistics;
  - method of delivery (i.e., in-person, on-line etc.)
  - possibility of certification.
- The training program will be established no later than September 2021. Once available, the training program shall be mandatory for all Unit 1 members.
- All Unit 1 members who complete the training program, as verified by the Employer, will be paid for 5 additional hours at the applicable rate of pay, in accordance with

Schedule A. Should a Unit 1 member elect to complete the training program more than once, the additional training time will be without pay.

#### Letter of Understanding- Lump Sum Payment (Vacation)

- Payable on the second pay date following the date the parties exchange notice of ratification (the "DOR") each employee with 5 years of service or more shall be provided with 2% vacation pay for earnings during the period from September 1, 2019 to and including the DOR, subject to all applicable statutory deductions and remittances.

#### Letter of Understanding- Lump Sum Payment for Benefits

- The Employer will remit a one-time payment to the Union representing 1% of gross wages earned by bargaining unit members for the period between September 1, 2019 and the DOR, which the Parties agree is equal to \$100,000 for the purposes of enhancing existing benefits. If requested, the Union agrees to provide a summary report to the University accounting for the expenditure of the funds. This payment shall be remitted to the Union no later than February 1, 2020.

#### Letter of Understanding- re/ Grievances

- Language to facilitate the creation of new bargaining unit positions

#### Memorandum of Understanding- Indigenous Studies Hiring

- Language to facilitate preferential hiring for First Nations, Metis, and Inuit persons who express interest in working in Indigenous Studies Program
  - **\*\*this remains subject to the parties agreement after receiving a recommendation from the Indigenous Education Committee\*\***