

Summary of Negotiated Changes to the CUPE Local 3904, Unit 1 (2024-2027) Collective Agreement

From: Dr. Patrizia Albanese, Vice-Provost, Faculty Affairs

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

Date: April 1, 2025

The collective agreement between the University and CUPE Local 3904, Unit 1, representing part-time and sessional contract lecturers expired on August 15, 2024.

A new collective agreement between the University and CUPE Local 3904, Unit 1 was ratified by the Union on February 26, 2025 and approved by the Negotiations Committee of the Board of Governors on March 10, 2025.

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, 2024 - August 15, 2027.

COMPENSATION AND BENEFITS

Base Salary Minima and Maxima

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

	August 16, 2024 to August 15, 2025	August 16, 2025 to August 15, 2026	August 16, 2026 to August 15, 2027
ATB	6.00%	2.50%	2.50%
Base Salary Min	\$75,806.37	\$77,701.53	\$79,644.07
Base Salary Max	\$96,947.83	\$99,371.53	\$101,855.82

Across-the-Board adjustments

- **Year 1** - on August 16, 2024 each instructor who continued to be an active instructor will receive an Across-the Board increase of 6.00%
- **Year 2** - on August 16, 2025 each instructor who continues to be an active instructor will receive an Across-the Board increase of 2.50%
- **Year 3** - on August 16, 2026 each instructor who continues to be an active instructor will receive an Across-the Board increase of 2.50%

Extra Student Pay and Academically Required Academic Assistant Support for Marking

The Parties added some new options as they relate to Extra Student Pay (ESP) when Academically Required Academic Assistant (AA) support is deemed necessary for a given section(s) the Contract Lecturer (CL) assumes.

It is still the case that if a CL assumes sections with enrolments above the section size caps (the caps remain unchanged), they can elect:

- i) to receive ESP at the rate of \$80.00 per student for the first 33 extra students and at the rate of \$90.00 per student for each additional student beyond the 33 students per section; or
- ii) give up all the ESP compensation and to elect instead that appropriate AA support be provided; or
- iii) Subject to mutual agreement between the Contract Lecturer and the Chair/Director, if the Contract Lecturer has elected payment as per (i) above, a portion of these funds may be allocated to the Department/School to hire AA support for the Contract Lecturer.

What is new is another scenario regarding situations where one or more sections is deemed to academically require AA support.

In these cases, the Contract Lecturer will receive 20% of the total ESP for that section (if applicable). The successful applicant for a section that is determined to require Academic Assistant marking support (not tutorial or lab support) may provide the Chair of the CLAC with a rationale/explanation as to why AA support in the form of marking support is not required and how the Contract Lecturer can perform all of the academically related marking duties of the course themselves. The Chair of the CLAC will respond to the Contract Lecturer and the Unit One Vice-President with an explanation clarifying why AA support is required, or the Chair of the CLAC may accept the Contract Lecturer's proposal, thereby removing the academically required status of the course and providing the Contract Lecturer with full marking obligations and the corresponding full ESP (not reduced to 20%). The Contract Lecturer may, if they choose, consult and seek the advice of or attend with their Union representative at any point during the discussion with the Chair of the CLAC.

In cases where a Contract Lecturer receives a contract to teach multiple courses/sections and the contract contains both courses/sections that academically require AA support to deliver the

course/section as well as courses/sections that do not academically require AA support to deliver the course/section and the Contract Lecturer elects to do the marking work themselves and take the full ESP in the sections that do not academically require Academic Assistant support, the Contract Lecturer shall be paid the full ESP for those course(s)/section(s) where they perform all the marking themselves, and they will receive 20% of the ESP for those course(s)/section(s) where AA support is academically required as noted in the scenario above.

In calculating the ESP for those sections that do not academically require Academic Assistant support, the academically required sections are not included in the count of the number of sections being taught by the Contract Lecturer, nor are the number of students taught in the academically required sections included in the ESP calculation. For example, if the Contract Lecturer is teaching four sections and one is an academically required section, then the extra student pay for the non-academically required sections is based on three sections and the student enrolment in those three sections. The ESP (if any) for the one academically required section is based solely on that section and the student enrolment in that section.

Finally, the parties agreed that if Academic Assistant support for marking was deemed academically required, and the Academic Assistant failed to perform more than 50% of the hours allocated to grading, the Chair/Director of the Department/School will communicate with the Contract Lecturer to discuss alternatives to ensure the duties of the Academic Assistant not being carried out are fulfilled so that there is no negative impact on the students in the course. Such alternatives may include:

- i. Hiring a replacement Academic Assistant to carry out the balance of the duties assigned to the original Academic Assistant who is no longer available, or
- ii. Providing the Contract Lecturer the opportunity to carry out the marking duties that would have been carried out by the Academic Assistant who is no longer available with the expectation that the Contract Lecturer would receive extra compensation for assuming this additional marking, such compensation to be discussed and agreed to with the Chair/Director, or
- iii. Some mutually agreeable alternate arrangement.

Overload Pay

The amount for an overload section (for contract lecturers assuming a course/section on top of a full half-session load of five sections) was increased from \$6,300 to \$7,000. No extra student pay applies to an overload section.

Service Adjustment

Effective August 16, 2025, the Service Adjustment value increased from \$2,500 to \$2,550. Eligibility remains the same as in the previous collective agreement.

Benefit Modifications

For sessional and reduced sessional contract lecturers the coverage for psychological or social work counselling was increased from \$900/year to \$1,500/year.

The allocation of funds for the part-time contract lecturers benefit coverage was maintained at its current level.

The University continues to offer participation in a Group RRSP and the maximum contribution was increased from 6% to 6.5% of the Contract Lecturer's actual salary as a Unit 1 Contract Lecturer.

ACTION REQUIRED: The HR Client Services Unit will implement the ATB adjustment for contract lecturers with a Fall 2024 and/or Winter 2025 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 23, 2025 for contract lecturers with part-time appointments (those with contract end dates of May 8) and on July 4, 2025 for contract lecturers with sessional or reduced sessional appointments (those with contract end dates of May 15 or June 15).

HR Client Services will send a spreadsheet with the Winter 2025 revised annual base salaries to each Faculty to be used for Spring 2025 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.

Chairs will need to ensure that Contract Lecturers with multiple course appointments who have one (or more) section(s) requiring academically required Academic Assistant Support, only apply the reduction (down to 20%) of the Extra Student Pay to the individual sections that are deemed to require Academic Assistant support for academically required reasons.

Chairs will need to address situations where Academic Assistants assigned to provide marking support who fail to perform more than 50% of the marking hours for a Contract Lecturer.

The Pension & Benefits unit in HR have implemented the psychological or social work counselling entitlement effective May 1, 2025, as well as the modification to the Group RRSP maximum contribution percentage, effective the April 25, 2025 pay date.

Union Release Time

The University will provide the Union with \$130,000 (up from \$125,000) 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 for sessional and reduced session contract lecturers were increased over the term of the agreement with year one remaining at \$190,000, increasing to \$210,000 for years two and three. The Fund continues to be administered by the Union.

For part-time appointments (less than 9 semester hours per term) the Fund was maintained at \$70,000 and increased to \$95,000 for year two and \$110,000 for year three. The Fund continues to be administered by the Union.

In addition, the University will provide the Union \$40,000 annually (up from \$35,000) 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 (subject to courses being available), will not be posted as work available for discharge and the contract lecturer will not be required to apply each academic year.

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.

SEVERANCE ENTITLEMENT

It was confirmed that a decision by a Contract Lecturer with six or more seniority credits not to accept available work and to permanently stop teaching does not meet the criteria for severance eligibility.

POSTING PROCESS

The timing of notification to successful applicants and their response to offers was modified. The Chair/Director will notify the successful candidate by email, within ten business days following final approvals, and the successful candidate will have five business days from the date of the email to respond and either accept or reject the appointment.

A new Letter of Understanding was agreed to relating to Stand-By sections. The model is meant to address the uncertainty as to whether certain sections will have sufficient enrolment to run, but recognizing that there is a benefit to posting sections together so that if they do run, will result in a scheduling outcome where the successful applicant will not have a scheduling conflict if the Standby sections do run. The parties agreed to the following posting modification:

Standard section(s) are those that are expected to run based on historical enrolment numbers and student intention data and which are paid based on the terms of the collective agreement. Standby sections are those with less likelihood to run than Standard sections based on uncertainty around student demand for the course.

In order to facilitate scheduling, no more than one (1) Standby section can be included in any package with other Standard sections. Standby sections cannot be offered on a standalone basis or in a package consisting of only Standby sections. If a Standard section is cancelled due to low enrollment, the required notice or payment in lieu of notice will be provided. Standby section(s) are sections that are scheduled and will only be opened if student demand warrants it. The decisions to open Standby sections will be made no later than one (1) week before the start of classes. Should a decision be made not to open a Standby section, no payment in lieu of notice will be offered.

A School/Department may not be able to offer Standby sections in a semester where open enrolment dates or other factors (such as the start of the teaching term) do not allow for the notice period of one week before the start of classes to notify contract lecturers.

If a School/Department other than TRSM wishes to implement the above process, they will notify the Union, the Dean's Office and the Office of the Vice-Provost Faculty Affairs at least ten days prior to the posting deadlines.

If the CLAC in a given School/Department needs clarification on how to utilize the above process, they will contact the relevant Director in the Office of the Vice-Provost Faculty Affairs for direction.

ACTION REQUIRED: Chairs/Directors considering adopting the Stand-By section model of posting are encouraged to consult with the Office of the Vice-Provost, Faculty Affairs regarding the process and if the decision is made to proceed, to ensure to notify the Union, Dean's Office and OVPFA ten days prior to the posting deadline.

SELECTION PROCESS

Where two or more applicants are deemed relatively equal by the CLAC, then the accumulated experience credits (seniority) shall be the determining factor. The parties agreed that “relatively equal” refers to within a 10 percent difference in scoring (being 10% of the highest scoring applicant).

DUTIES AND OBLIGATIONS – TEACHING AND NON-TEACHING

If a Contract Lecturer has outside employment obligations that interfere with their ability to attend their assigned classes at the time and place scheduled, the Contract Lecturer will forfeit those sections and a replacement instructor who can attend at the time and place the section(s) are scheduled will be hired.

Contract Lecturers are expected to participate in departmental course review and planning activities as they relate to their assigned course(s) during the term of their appointment. Any participation in department course review and planning activities beyond their term of appointment may be compensated subject to the provisions that relate to an off-contract hourly rate of pay.

Contract Lecturers are required to submit course outlines and grade breakdowns when requested, and final grades by the deadline determined by the University each term.

TEACHING ASSESSMENTS

The parties agreed to modify the in-class teaching assessment process. Moving from a model of required in-class assessments between 6 and 8 in number, the parties agreed to the following schedule and potential modification to the schedule:

Semester #1: the Contract Lecturer shall be assessed once per semester.
Semester #2: the Contract Lecturer shall be assessed once per semester.
Semester #3: the Contract Lecturer shall be assessed once per semester.
Semester #4: the Contract Lecturer shall be assessed once per semester.
Semester #5: the Contract Lecturer shall be assessed once per semester.
Semester #6: the Contract Lecturer shall be assessed once per semester.

If a Contract Lecturer completes four to six hours of modules/core teaching development offerings for Contract Lecturers delivered by the Centre for Excellence in Learning and Teaching (CELT) within the first three semesters they have contracts, with such modules/offerings being a combination of synchronous or asynchronous, then the teaching assessments in semesters #4, #5 and #6 will be waived. If a Contract Lecturer elects the option to complete such CELT modules/offerings they must provide proof of completion to their Chair/Director in advance of the scheduling of teaching assessments in semesters #4, #5 and #6.

A total of six (6) assessments may be conducted, or three (3) assessments if a Contract Lecturer completes the four to six hours of CELT modules/offerings.

Notwithstanding the schedule of assessments immediately above, after the assessment is completed in Semester # 2, if the Contract Lecturer's teaching is deemed to be overall good performance (with no areas of concern) based on relevant evidence, including the previous year's teaching assessment(s), the Chair of the CLAC may, at their discretion, reduce the teaching assessments for the following terms by up to two (2) assessments in total.

If the Chair of the CLAC decides to reduce the number of teaching assessments, they will advise the Contract Lecturer of this reduction, in writing, with a copy to the Union. This written documentation will be placed in the Contract Lecturer's Service Record File.

The total number of assessments would thus range from two (2) to three (3) assessments if they complete the four to six hours of CELT modules/offering, or if they do not participate in the four (4) CELT modules/offering and do not have any assessments waived by the Chair of the CLAC, there could be up to six (6) assessments.

The following table outlines the variations to teaching assessment available.

		Number of assessments	Timing of assessments
Variant 1	Normal	6	One per semester across 6 semesters
Variant 2	Normal with CLAC reduction	4-5	One per semester in first 2 semesters, with up to 2 reduced over remaining 4 semesters
Variant 3	Completion of CELT modules	3	One per semester in first 3 semesters
Variant 4	Completion of CELT modules with CLAC reduction	2	One per semester in first 2 semesters

The parties agreed that an in-class teaching assessment could be conducted for a Contract Lecturer holding a Continuing Appointment in the limited circumstance where the three members of the CLAC exercise their discretion and determine, based on documented evidence of a Letter of Discipline, to conduct a teaching assessment of a Contract Lecturer with a Continuing Appointment.

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 based on written confirmation from the Contract Lecturer that they will be participating in the CELT modules/offerings which may reduce the number of in-class assessments required. The Chair will ensure the in-class assessment reports are sent to the Contract Lecturer and Chair/Director for the Service Record File. The Union is not required to be copied on the assessment report.

STUDENT SURVEYS

The parties agreed to end use of the Faculty Course Survey and adopt the five-question Course Operation Survey (COS) that assesses the student experience in the course that is utilized by teaching faculty in the Toronto Metropolitan Faculty Association. The COS is not to be used to assess teaching effectiveness in the Contract Lecturer hiring process.

LEAVES

The parties agreed to include in the list of Leave entitlements access to Sexual or Domestic Violence Leave and Gender Affirming Surgery Leave.

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

PRIORITY ACCESS TO TEACHING FOR PhD STUDENTS AND POST-DOC FELLOWS

The parties agreed to form a joint committee to discuss the concept of PhD students and Postdoctoral Fellows accessing teaching opportunities in order to develop their teaching skills in advancement of potential careers for teaching at the University level.

The discussions of the joint committee may result in an agreement to be implemented within the term of this agreement or the next agreement, but if not, will inform each party on this issue in advance of collective bargaining for a subsequent renewal collective agreement.