

Briefing Note

regarding negotiated changes to the CUPE Local 3904, Unit 2 Collective Agreement (2021 – 2024)

The collective agreement between the university and CUPE Local 3904, Unit 2, representing Continuing Education Contract Lecturers (CECLs) expired on August 31, 2021.

A new collective agreement between the university and CUPE Local 3904, Unit 2 was ratified by the Union and the Board of Governors on September 28, 2022.

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 Kate Reade, Senior Human Resources Partner supporting The Chang School at kate.reade@ryerson.ca.

Highlights of the agreement

Duration

- Three-year collective agreement: September 1, 2021 to August 31, 2024

Compensation

Rates of Pay for Credit Courses

Effective Fall 2021 term - \$169.88 per hour

Effective Fall 2022 term - \$171.58 per hour

Effective Fall 2023 term - \$173.30 per hour

ACTION REQUIRED: The HR Client Services Unit implemented the salary adjustment for CECLs with a Fall 2021, Winter 2022 and Spring/Summer appointment(s), which were retroactive to the start date of each CECL's appointment. HR Client Services calculated the appropriate retro payment.

Implementation of the retroactive pay occurred in two steps. CECLs and other who had contract paid on the bi-weekly deferred pay schedule in Fall 2021, Winter 2022 and Spring/Summer 2022 terms received the retroactive amounts they were entitled to on the **December 9, 2022** bi-weekly deferred pay date. For those who are paid on the monthly pay schedule (primarily faculty members), they received the retroactive amounts they were entitled to on the **December 15, 2022** monthly pay date.

CECLs and those on the bi-weekly deferred pay schedule who held contracts in Fall 2022 received their retroactive pay adjustment on the **January 6, 2023** bi-weekly deferred pay date. For those on the monthly pay schedule they received the retroactive amounts they were entitled to on the **January 13, 2023** monthly pay date.

The Office of the Vice-Provost, Faculty Affairs, in consultation with HR and The Chang School, will issue a general salary communication letter.

Monetary Non-Base Items

Health Benefits

The University agreed to pay the premiums for a health benefits plan for CECLs who do not have healthcare benefits through other constituent groups at the University.

This provides an extended health care plan for prescription drug coverage for CECLs and their dependent(s). CECLs who do not have benefit coverage through another employee group at the university are eligible for this plan once they have completed their first three teaching terms. The CECL and their dependent(s) shall each receive 90% reimbursement up to a \$350 annual maximum, per person.

This plan commences January 1, 2023.

ACTION REQUIRED: The Pensions and Benefits Office will oversee the implementation of this health benefits plan.

Professional Expense Reimbursement Fund

The University agreed to continue to provide a professional expense reimbursement fund (PERF) 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:

- \$125,000 by September 15th, 2021;
- \$125,000 by September 15th, 2022;
- \$125,000 by September 15th, 2023

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

Administration of the Professional Expense Reimbursement Fund

The University agreed to continue to provide the union with funds for the purpose of managing and administering the Benefits and Professional Expense Reimbursement Fund. The funds were increased by \$5,000 to \$30,000, to be provided by September 15th of each year of the collective agreement. 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 \$30,000 on September 15th of each year of the collective agreement for the purpose of managing and administering the Professional Expense Reimbursement Fund.

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:

- \$60,000 by September 15, 2021
- \$70,000 by September 15, 2022
- \$75,000 by September 15, 2023

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

Tuition Waiver

The University shall waive the tuition fee of three (3) credit courses per academic year, offered through The Chang School, up to a maximum of \$2,250 per academic year, for CECLs who are active employees at the time of registration.

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 three-year, two term (Fall and Winter terms only) appointments for the fifty (50) (previously forty (40)) most senior CECLs, as identified on

the seniority list, starting in Winter 2023 term and concluding the Fall 2025 term, with details to be confirmed in a letter of appointment..

- The number of credit course sections that will be assigned to the CECL for the applicable terms will be the number of sections assigned to the CECL in the Fall 2021 and Winter 2022 terms, subject to no more than two (2) sections per term.
- A CECL on the list who has not been assigned the maximum of two credit course sections for the Fall and Winter terms in the time period from Winter 2023 to Fall 2025 (based on their Fall 2021 and Winter 2022 appointments) 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.
- **NEW:** CECLs on the Continuing Appointment list will be required to submit a Currency Report of Academic and Professional Activities by May 30th of each completed year of their Continuing Appointment to their respective Academic Coordinator and Program Director.

ACTION REQUIRED: The Chang School will identify the 50 most senior CECLs and identify the number of credit course sections these CECLs obtained in the Fall 2021 and Winter 2022 terms in order to determine the number of credit course sections they will be assigned for the period from the Winter 2023 to Fall 2025 terms.

Job Posting

Job Posting Dates:

Previously, position vacancies were posted three times in an academic year: for Fall, Winter and Spring/Summer. Positions will now be posted twice per year.

Term	Date
For the Fall and Winter Term*	June 12 th
For the Spring/Summer Term	February 15 th

*Where applicable the University shall post ancillary postings for the Winter term.

Posting Time Period: For the Fall/Winter, and Spring/Summer terms each position vacancy shall be posted for a period of ten (10) calendar days (previously seven (7)

calendar days for Spring/Summer term) 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). Postings will now include information regarding the general approaches to teaching and learning for the course.

Rubrics: Commencing in Fall 2023, the rubric for each section/course will be provided to the Union as soon as they are prepared.

Offers: Offers of appointment will be issued up to 40 days after the final date of postings:

- For the Fall Term by July 30
- For the Winter Term* by November 1
- For the Spring/Summer term by March 24

*Successful applicants will receive email notification of Winter term sections on July 30.

Qualification/Selection Criteria: When evaluating applicants the Selection Committee must consider the following new additions to the qualification/selection criteria:

Currency:

Evidence of having maintained up-to-date knowledge **(including practice skills, where appropriate)** and achievement in their field/**discipline.**

Teaching Skills and Effective Interaction:

Evidence of ability to include equity, diversity and inclusion into their teaching. They are not required to be members of an equity-seeking group.

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 calendar day posting period for Spring/Summer. The Chang School will ensure that postings information is updated accordingly and that rubrics are provided to the union commencing Fall 2023. Training will be updated to include the amended selection criteria for 'Currency' and 'Teaching Skills and Effective Interaction'.

Appointment Procedure

Spring/Summer Semester: It was agreed that the Spring/Summer semester consists of three teaching periods, as follows:

1. the Spring period, with courses running in a condensed 7 week format in May and June;
2. the Summer period, with courses running in a condensed 7 week period in June and July/August;
3. and the Spring-Summer period, with courses running for 13 weeks between May and July/August.

Moving forward, a CECL may teach up to three (3) courses across all three teaching periods in the Spring/Summer semester. However, they may only teach two (2) courses in each individual Spring or Summer teaching period. On an exceptional basis, a total of four (4) sections may be taught within the Spring/Summer semester, with a limit of three (3) courses in each individual Spring or Summer teaching period being taught in any one teaching period.

Relatively Equal Pool

The parties agreed that applicants who have obtained their desired number of sections up to the maximum number of sections shall not be included in the selection process and in any relatively equal pool for any vacancies that exceed their desired number of sections up to the maximum number of sections that they are entitled to.

ACTION REQUIRED: The Chang School will take appropriate action to ensure Spring/Summer courses are assigned appropriately and that the relatively equal pool is administered according to the new provision.

Duties

CECLs are responsible for making up the content of any missed classes and the manner in which the content of the missed class is made up will be approved by the Academic Coordinator and the Program Director and communicated to the students;

ACTION REQUIRED: CECLs, the Academic Coordinator and Program Director will coordinate approval.

Termination Prior to Commencement of Appointment

In the event that a conditional offer of appointment contract must be nullified the CECL shall be notified no later than 48 hours prior to the commencement of classes (previously 24 hours).

If a conditional offer of appointment is nullified, the Chang School will not be required to re-post the vacancy and will appoint the next qualified applicant on the ranking list of the position vacancy to teach the course.

ACTION REQUIRED: The Chang School will ensure proper notice of cancellation is provided to CECLs within the new timeline and that if applicable the next qualified applicant on the ranking list is appointed.

Academic Freedom and Intellectual Property

A new provision which outlines CECLs' Academic Freedom and Intellectual Property rights was added to the Collective Agreement.

The provision outlines that the CECLs' right to academic freedom must be exercised in compliance with the terms of their teaching contract and the priorities and practices of the Chang Schools, as well as, where applicable, the practices of the Academic Schools/Departments with whom the Chang School partners to offer courses.

CECLs are the sole holders of copyright of their own lectures and in all copyrightable material produced pursuant to their Duties and Obligations. A CECL who creates a copyrighted work in their course of their normal duties and responsibilities shall grant the University a non-exclusive, royalty-free, irrevocable and non-transferable licence to use such works in other, non-commercial teaching and/or SRC activities of the University subject to copyright requirements of academic journals and other vehicles of scholarly publication.

ACTION REQUIRED: The local union will communicate this information to CECLs.

Joint Working Group to Define “Effective Interaction”

The university and the union agreed to form a joint committee to review the current application of the “effective interaction” selection criteria. The working group will aim to define what objective metrics selection committees are to use to assess candidates against this selection criteria, and define what information application may provide to selection committees in order that they can be appropriately assessed against this selection criteria and such information shall be included in the job postings.

The joint working group will make recommendations to the Vice-Provost, Faculty Affairs and the President of the Union by December 31, 2022.

ACTION REQUIRED: The Chang School, the Office of the Vice-Provost, Faculty Affairs and the local union will work together to establish the joint working group.

Faculty/Course Survey (FCS)

The parties committed to ongoing discussions to reach an agreement regarding a revised FCS. It was agreed that the FCS tool used for CECLs will be the same as the tool used by members of the Faculty Association. Once the revised and agreed to FCS is completed it will replace the current Appendix A and shall form part of the Collective Agreement.

ACTION REQUIRED: The Office of the Vice-Provost, Faculty Affairs and the local union will continue discussions on the format and content of the FCS and implement accordingly.

The English Language Institute (ELI) (Previously the REAL Institute)

A new article has been added which outlines how the Collective Agreement provisions are modified to apply to the ELI.

ACTION REQUIRED: The Office of the Vice-Provost, Faculty Affairs will work with the ELI on ensuring the CA provisions are appropriately applied.

Updated: January 2023