

## Briefing Note

### regarding negotiated changes to the CUPE Local 3904, Unit 2 Collective Agreement (2024 – 2027)

The Collective Agreement between the university and CUPE Local 3904, Unit 2, representing Continuing Education Contract Lecturers (CECLs) expired on August 31, 2024.

A new Collective Agreement between the university and CUPE Local 3904, Unit 2 was ratified by the Union and then by the Board of Governors on October 7, 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 clarification please do not hesitate to contact Kate Reade, Senior Human Resources Partner supporting The Chang School at [kate.reade@torontomu.ca](mailto:kate.reade@torontomu.ca).

### Highlights of the agreement

#### Duration

- Three-year Collective Agreement: September 1, 2024 to August 31, 2027

#### Compensation

##### Rates of Pay for Credit Courses

Effective Fall 2024 term - \$180.23 per hour

Effective Fall 2025 term - \$184.74 per hour

Effective Fall 2026 term - \$189.36 per hour

**ACTION REQUIRED:** The HR Operations and Technology Unit will implement the salary adjustment for CECLs with a Fall 2024, Winter 2025 Spring/Summer 2025, and Fall 2025 appointment(s), which will be retroactive to the start date of each CECL's appointment. HR Client Services will calculate the appropriate retro payment. For CECLs salary adjustments will be reflected on their **November 21, 2025** pay and on the **December 15, 2025 pay** for those teaching continuing education courses paid on a monthly basis. 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

Effective January 1, 2026, the University will create a Health Care Spending Account, with a cap of \$350/year, with one year carry forward of unused funds (new). Only members who have completed three semesters of teaching and do not have benefit coverage through another TMU employee group will be eligible.

**ACTION REQUIRED:** The Pensions and Benefits Office will oversee the implementation of this Health Care Spending Account.

### 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, 2024;
- \$125,000 by September 15th, 2025;
- \$125,000 by September 15th, 2027

**ACTION REQUIRED:** The Chang School will transfer the one-time lump sum payments to the 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 Professional Expense Reimbursement Fund. The funds of \$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 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:

- \$75,000 by September 15, 2024
- \$75,000 by September 15, 2025
- \$77,000 by September 15, 2026

**ACTION REQUIRED:** The Chang School will transfer the funds to the Union.

## Joint Health and Safety Committee

For Union members on the Joint Health and Safety Committee it was agreed that the hourly rate for such work will depend on whether the CECL is undertaking JHSC duties while under contract at the time the duties are performed or whether they are not under contract when the duties are performed. If under contract, they will receive their teaching contract hourly rate for JHSC duties performed. If they are not under contract when the JHSC duties are performed, they will receive the \$100/hour.

**ACTION REQUIRED:** The Chang School and HR will implement accordingly.

## Non-Monetary Items

### Job Security – Continuing Appointments

The University agreed to provide three-year, three term, Fall, Winter and Spring/Summer (previously it was Fall and Winter terms only) appointments for the fifty (50) most senior CECLs, as identified on the seniority list, starting in Winter 2026 term and concluding the Fall 2028 term, with details to be confirmed in a letter of appointment.

**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 2024, Winter 2025, and Spring/Summer 2025 terms in order to determine the number of credit course sections they will be assigned for the period from the Winter 2026 to Fall 2028 terms.

### Contract End Date

The contract end date for CECLs was changed from the date of the final exam to the final grade submission date each term. This will allow CECLs to continue to have access to University premises and systems up to the date they must submit their final grades to the University.

**ACTION REQUIRED:** The Chang School will ensure that contract end dates are modified to reflect this change.

## Work after contract end date

The current pay for additional work done after a course contract end date is \$100/hour (minimum two hours). While the hourly rate remains the same, we clarified that with regard to incomplete grades, such extra work would only be compensated if it is done after a student's INC designation has lapsed to a failed (F) grade. All other incomplete grades, submitted prior to the lapse to a failed (F) grade date, will not be deemed or compensated as "extra work".

**ACTION REQUIRED:** The Chang School will implement accordingly.

## Grievance and Arbitration

The Grievance and Arbitration Articles were modified to align with the processes contained in the CUPE Local 3904, Unit 1 and Unit 3 Collective Agreements.

**ACTION REQUIRED:** The Union, the Chang School and OVPFA will ensure that the updated grievance and arbitration processes are followed.

## Faculty/Course Survey (FCS) – Course Operation Survey (COS)

The existing Faculty Course Survey was renamed the Course Operation Survey. The COS is limited to gathering feedback on the student educational experience in the course. This is the same survey used by the Toronto Metropolitan Faculty Association faculty members and the CUPE Unit One contract lecturers for their courses.

**ACTION REQUIRED:** The Office of the Vice-Provost, Faculty Affairs will implement the new Course Operation Survey.

## Qualifications/Selection Criteria

The Qualifications/Selection criteria in Article 11.04.B, relating to Currency and Teaching Skills and Effective Interaction, were modified to reflect that a CECL must demonstrate evidence of their ability to carry out the duties and obligations of a CECL in a respectful manner, and to include reference to the Course Operations Survey.

**ACTION REQUIRED:** The Chang School and selection committee will implement accordingly.

## Extra Student Pay Count Date

It was clarified that the count date that extra student pay would be calculated on for larger classes will be after four (4) weeks into the Fall, Winter and Spring/Summer semesters that run 13 weeks and after two (2) weeks into the Spring or Summer semesters courses that run less than 13 weeks.

**ACTION REQUIRED:** The Chang School will implement and calculate accordingly.

## Duties and Obligations

The Duties and Obligations Article was updated to incorporate certain functions that were acknowledged as normal obligations, but that had failed to be updated in previous Collective Agreements. These updates included such things as preparing the courses they are to teach, invigilating their own exams and using their University email address to receive University communications and to communicate with students.

**ACTION REQUIRED:** The Collective Agreement has been updated accordingly to reflect these changes.

## Leaves

The Bereavement Leave provision was revised broadening to which family members or individuals the leave applied. A new Domestic or Sexual Violence Leave was agreed to.

**ACTION REQUIRED:** The Collective Agreement has been updated accordingly to reflect these changes.

Prepared:     October 2025