

Summary of Negotiated Changes to the CUPE Local 3904, Unit 3 (2021-2024) Collective Agreement

From: Dr. Roberta Iannacito-Provenzano, Vice-Provost, Faculty Affairs
To: All Deans, Chairs, Administrators and HR Employees
Date: June 30, 2022

The collective agreement between the university and CUPE Local 3904, Unit 3, representing Graduate Assistants, Teaching Assistants, Invigilators and Lab Monitors expired on December 31, 2020.

A new collective agreement between the university and CUPE Local 3904, Unit 3 was ratified by the union and the Board of Governors on March 29, 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 your [Senior Human Resources Partner](#).

Highlights of the agreement

Duration:

- Three years - January 1, 2021 to December 31, 2023.

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 - 1.00%
- Year 2 - 1.00%
- Year 3 - 1.00%

The hourly pay rates are as follows:

Position	Level of Study	January 1, 2021 to December 31, 2021	January 1, 2022 to December 31, 2022	January 1, 2023 to December 31, 2023
Graduate Assistants (TMU students)	PhD	\$49.82	\$50.32	\$50.82
	Master's	\$46.14	\$46.60	\$47.06
Teaching Assistants	Undergraduate (enrolled in 4th year or JD students in any year)	\$35.67	\$36.03	\$36.39
Lab Monitors and non-course related appointments		\$21.53	\$21.75	\$21.97
Invigilators		\$26.52	\$26.79	\$27.06

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

If hiring a GA who is not a TMU student, the hiring department may pay at the GA rate, but continues to have the discretion to pay at the TA rate to such employees. The university will provide a report to the union on the count date of all non-student appointments, the position hired into and their rate of pay.

ACTION REQUIRED: HR Client Services will implement the ATB adjustment for employees with a **Winter 2021, Fall 2021 and Winter 2022** contract, which will be retroactive to January 1, 2021, to all employees actively employed on January 1, 2021 or thereafter. HR Client Services will calculate the appropriate retro payment. Salary adjustments will be reflected on the June 24, 2022 pay.

Because the ATB adjustments happen January 1 of each year of the agreement, if an Assistant receives a contract in the Fall term that carries over to the Winter term, the contract should be divided into two with the Fall contract being paid until December 31, 2022 and the Winter contract commencing January 1, 2023.

Non-Monetary Items:

Equity, Diversity, and Inclusion

The parties agreed to a commitment to the equal opportunity for employment for those individuals who, due to their gender identity and expression, sexual orientation, race and colour have been traditionally disadvantaged in Canada. These groups also include Indigenous peoples and women. In consultation with the union, it is possible to specifically recruit for a hire from such a disadvantaged group.

- **ACTION REQUIRED:** Consult with your Senior HR Partner if you wish to post for a focussed hire from a traditionally disadvantaged group.

Hiring Priority Sequence for Non-Posted and Posted Work

The parties agreed to slightly modify the factors considered in offering non-posted and posted work. Relative to non-posted work, the university retains discretion to offer opportunities to students entering their first year of a TMU graduate program, followed next by graduate students after their first year. For students after their first year, previously those in receipt of an internal or external scholarship worth \$21,000 were not eligible to receive non-posted work. That restriction has been removed so any graduate student may receive non-posted work.

Relative to posted work, the priority continues to be any graduate student who did not receive work through the non-posting process. The obligation to consider those students with no scholarships or those with scholarships less than \$21,000, before considering graduate students with scholarships worth more than \$21,000 has been removed. In the event a qualified graduate student cannot be found through the posting process, qualified 4th year undergraduate students who applied may be hired. Clarification was inserted that students of any year of the Lincoln Alexander School of Law will be considered in the 4th year undergraduate student category in light of the J.D. degree being an undergraduate program. External applicants are considered only after determining there are no qualified TMU graduate or undergraduate students.

Hiring for Invigilation Contracts

The parties agreed that the hiring priority starts with TMU graduate students, followed by J.D. students enrolled in the School of Law, followed by non-TMU graduate students, external individuals with graduate degrees or other appropriate individuals (undergraduate students may still not invigilate undergraduate exams).

Hiring for Lab Monitors

The parties agreed that the hiring priority starts with TMU graduate students, followed by TMU undergraduate students who are enrolled in the fourth (4th) year of a program and students in any year of the School of Law's J.D. program.

Appointment Contract Implementation

The university shall not reduce the Teaching Assistant's or Graduate Assistance's contract hours and/or pay once the Assistant has accepted their letter of appointment. The Assistant shall receive payment, at the appropriate rate of pay, for all the hours of work in their signed letter of appointment for the applicable semester. Should the hours allocated for one of the

duties in the contract be more than required, rather than pay the Assistant for hours not worked, the Assistant may be reassigned to other duties as provided for in the collective agreement.

In cases where the Supervising Instructor or Assistant become aware that the hours assigned in the Assistant's letter of appointment may be exceeded, the Supervising Instructor and Assistant shall meet to resolve the issue, which may include the Supervising Instructor adjusting the course deliverables, seeking authorization to increase the number of contract hours, or any other appropriate action. If the duties are modified a new Workload Sheet must be submitted to the Assistant and the union. As well, the Workload Sheets are to include the number of registered students in courses supported by Teaching Assistant or Graduate Assistants.

Accommodations

The parties agreed that Assistants may request reasonable accommodation in the workplace in accordance with requisite university policies. It is expected that accommodations will be implemented within a reasonable timeframe.

- **ACTION REQUIRED:** If an Assistant requests accommodation to carry out their duties, connect with your Senior HR Partner, who will involve Workplace Wellbeing Services to facilitate the accommodation process.

Duties

The parties agreed to provide clarity regarding the Assistant's core duties and responsibilities.

- Assistant duties may occur either virtually, in-person or a hybrid of both depending on the mode of delivery for the course.
- The duties of the Assistant have been expanded to include:
 - Monitoring discussion board posting and other digital software
 - Providing academic and technical support during lectures (e.g., via Zoom or D2L)

Assistants are **not** required to develop the grading/marking schemes/guidelines, rubrics, answer keys, or solution sets.

- **ACTION REQUIRED:** Chairs/Directors to update Supervising Instructors about these changes.

Monetary Non-Base Items:

Orientation and Training

- Each Faculty shall arrange a general orientation session which is mandatory for first time Assistant hires. New Assistant contracts will include a minimum of 1.5 hours paid orientation. Thirty (30) minutes will be allotted for the union to present.
- The parties agreed that Assistants will also be paid for participation in mandatory orientation sessions and any departmental level training related to the duties associated with the contract, in accordance with the relevant rates of pay (Article 21).
- New Assistant hires (first time hires, not first time in a given Faculty) will be required to undertake mandatory online training which includes the following: Accessibility for

Ontarians with Disabilities Act (AODA), Workplace Violence Prevention and Response, Access to Information and Protection of Privacy, Environmental Health and Safety, and Workplace Hazardous Materials Information System (WHMIS). Assistants will be assigned four-hour windows to complete this training and these four hours will be included in their contracts, including in their Workload Sheets.

- Assistants will be expected to complete the online training prior to the commencement of their appointment but no later than within two weeks after the start of their contract.
- Payment for such training will be effective for Assistants with contracts beginning in **Fall 2022**.

- **ACTION REQUIRED:** Faculty Offices to ensure Faculty Orientation sessions are organized at the beginning of the Fall and Winter terms. Department Administrators to ensure that any required departmental level orientation is facilitated when needed.

Professional Development/Equity, Diversity, and Inclusion Training

- The University agreed to provide enhanced paid training through the Centre for Excellence in Learning and Teaching (CELT).
- This training is optional and will consist of a one-time per employee (not once each contract) up to two (2) hours of EDI-focused online workshop training.
- As well, an additional optional one and a half (1.5) hour professional development online workshop offered through the CELT.
- Employees who undertake this training will be compensated at the employee's regular rate at the time the workshop(s) are completed and paid conditional on demonstrated completion of the workshop training.
- This paid professional development training will commence in the Fall 2022 semester.

- **ACTION REQUIRED:** The OVPFA will work with the CELT and Department Administrators to facilitate the payment process.

Occupational Health & Safety

Any Assistant on the Joint Occupational Health and Safety Committee will be paid for their participation at their hourly rate.

- **ACTION REQUIRED:** The OVPFA will advise EHS of the change in compensation.

General Assistance Fund

- The parties agreed that the separate General Assistance Fund (GAF) (bursary type support) would remain at \$175,000 for the life of the collective agreement.
- In addition to Graduate Assistants and Teaching Assistants, Lab Monitors now have access to this fund.
- The University will transfer \$25,000 for the corresponding year to the local union funds on January 31st of each year of this collective agreement, for the purpose of managing and administering the GAF. This transfer of funds will occur contingent upon the Union meeting the terms of the relevant article (Article 21).
- The existing balance in the fund at the time of ratification ("current balance") is excluded from the limitation on maximum carry forward and will remain in the fund.
- No more than 50% of each year's allocation shall be allowed to accumulate in the fund, in addition to the current balance, for each year of the Agreement

- If more than 50% of the year's allocation remains unspent at the end of the year, the surplus amount shall be returned to the university.
- The union will provide an annual report to the university on the use of the fund including recipients and the nature of financial assistance, no later than March 15th for the time period January 1st, to December 31st of the previous year.

- **ACTION REQUIRED:** The OVPFA will arrange for the transfer of the funds on January 31st of each year of this agreement.

Health Benefit Fund

- In addition to Graduate Assistants and Teaching Assistants, Lab Monitors now have access to this fund.
- The university will transfer the Health Benefit Fund (HBF) to the union on January 31st of each year of this collective agreement, and each year thereafter, subject to the terms of the respective article. The annual amounts shall be as follows:
 - \$297,120.00 for 2021
 - \$319,637.00 for 2022
 - \$342,556.00 for 2023
- The University will transfer \$25,000 for the corresponding year to the local union funds on January 31st of each year of this collective agreement, for the purpose of managing and administering the HBF. This transfer of funds will occur contingent upon the union meeting the terms of the relevant article (Article 21).
- The union will provide an annual report to the university on the use of the fund including recipients and the nature of financial assistance, no later than March 15th for the time period January 1st, to December 31st of the previous year. This report will be accompanied by a special purpose report prepared and signed by the union's external auditors.
- The existing balance in the fund at the time of ratification ("current balance") is excluded from the limitation on maximum carry forward and will remain in the fund.
- No more than 50% of each year's allocation shall be allowed to accumulate in the fund, in addition to the current balance, for each year of the agreement
- If more than 50% of the year's allocation remains unspent at the end of the year, the surplus amount shall be returned to the university.
- The union will provide an annual report to the university on the use of the fund including recipients and the nature of financial assistance, no later than March 15th for the time period January 1st, to December 31st of the previous year.

- **ACTION REQUIRED:** The OVPFA will arrange the transfer of funds to the union.

Equity Fund

- The university will provide the union with \$10,000 on January 31st of each year of this Agreement to be available to fund equity and inclusion initiatives.
- The union will advise the university which union member(s) will participate in work related to the administration of this fund and the university will continue the employee(s) on pay for administrative duties associated with this fund
- The university will bill the union for the cost of the committee member(s) administration work on the fund, which will be capped at \$2,000 (gross).

- **ACTION REQUIRED:** The OVPFA will transfer the appropriate funds to the union.

University Release Time

- In order 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 the university will provide the union with \$95,000 (up from \$70,000) for each January 1st to December 31st of this collective agreement and each year thereafter of this collective agreement.
- These monies shall be transmitted to the union by January 31st each year and shall be distributed by the Executive of the union as it deems appropriate.

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| <ul style="list-style-type: none">● ACTION REQUIRED: The OVPFA will arrange the necessary budget transfer to the union. |
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Performance Evaluation Forms

Within sixty (60) days of the ratification of this agreement, a Joint Committee will be formed to review and agree upon amendments to the forms used for performance evaluations in Appendix A, B and C of the collective agreement. The amended forms shall be posted on the OVPFA website and shall replace the forms in the appendices. The Committee shall complete its work no later than August 31, 2022 or as otherwise determined in writing by the Parties.