



## Highlights of the CUPE 3287 Collective Agreement

September 1, 2010 to August 31, 2014

The collective agreement between U of S and CUPE 3287 was ratified on June 23, 2011; as such, the following terms and conditions now apply to the CUPE 3287 membership.

### **Monetary agreement:**

Salary increases will be retroactive to September 1, 2010 for all employees who were actively employed during the term; retroactive pay from the 2010-2011 academic year will be added on October 2011 paycheques of applicable sessionals. Increases to sessional stipends for 2011 will take effect September 1, 2011.

Year 1 (2010): 4% increase to total stipend;

Year 2 (2011): 4% increase to total stipend plus 4% increase resulting from the retirement savings reallocation;

Year 3 (2012): 4% increase to total stipend;

Year 4 (2013): 3.5% increase to total stipend.

### **Benefits:**

#### ***Health Spending Account***

- increase in the health spending account from \$500 to \$600 per year for each eligible member effective September 1, 2011;
- health spending account eligibility criteria from 12 credit units of teaching per year to 9 credit units of teaching per year;
- expansion of the health spending account (to be renamed flexible spending program) to include the option to pay for taxable health and wellness expenses effective September 1, 2012.

#### ***Critical Illness Fund***

- elimination of the existing self-insured critical illness fund to be replaced by a fully insured critical illness plan.

#### ***Retirement Savings Contribution***

- elimination of the 6% retirement provision (applying to approximately 100 employees) to be replaced by 4% stipend level increase effective September 1, 2011 (year 2 of the agreement as mentioned above);
- the 4% stipend level increase will apply to all members of the bargaining unit.

**Article 12 – Grievances:**

- a written grievance from the union must first be submitted to Human Resources, with a copy to the appropriate dean;
- HR is identified as a party involved in grievance meetings;
- timelines changed as follows:
  - Step 2: if a satisfactory decision is not rendered within the time limits of Step 1, the union has 30 days to refer the written grievance to the AVP, HR with a copy to the VP, Academic; the parties shall meet to discuss the grievance within 30 days of the referral and a written decision shall be rendered within 30 days of the meeting.

**Article 14 – Right of First Refusal (ROFR):**

- creation of a Memorandum of Agreement to discuss the current seniority-based, closed competition hiring process;
- a joint committee will be established and will be responsible for developing an agreed upon proposal within one year from the date of ratification;
- if after one year the joint committee cannot determine an agreed upon proposal, the parties will engage discussions for the same purpose with a mediator to assist in the process.

**Exemption for doctoral students and post doctoral fellows:**

- amendment to the definition of sessional lecturer to exclude a total of fifteen (15) courses per academic year from being in scope of the bargaining unit;
- these courses are to be taught by doctoral students and post doctoral fellows to provide them with teaching experience;
- the provisions of ROFR will not apply to those employed to instruct these courses;
- HR will work with the College of Graduate Studies & Research (CGSR) to confirm process for selection of the candidates, as well as rates of pay and terms of employment.

**Article 15 – Posting:**

- postings will no longer be sent via paper copy to departments; they will continue to be posted on the HR website and bulletin board;
- to the extent possible, postings shall now include term and length of course, day(s) and time of day of course in addition to what was included in the language previously: department or college, course name, course number and number of credit units, location, expected enrolment limit, qualifications required, stipend, and where to apply.

**Article 18 – Teaching Reviews and Assessments (refer to page 4):**

- introduction of regular reviews to be conducted by the department head, dean, or designate for the purpose of providing feedback on employees' course instruction and plans for future professional development;
- regular reviews will be conducted during an employee's first 9 credit units of instruction and then once per every two years of instruction thereafter (in which the sessional has taught more than 15 credit units);
- as a transition to this new model, HR will be working with colleges and departments on how to implement with the expectation that regular reviews must be conducted by August 31, 2012 for all employees who meet the above criteria;
- the employer or employees may still request a more detailed and thorough review, known from the previous collective agreement as the teaching assessment;
- unfavourable outcomes through teaching assessments may be subject to disciplinary action.

**Article 19 – Discipline:**

- introduction of non-disciplinary coaching concept;
- steps of progressive discipline for just cause have been modified to include written reprimand and dismissal;
- written reprimands for issues related to teaching shall include notice of a mandatory teaching assessment;
- where an employee is dismissed, the employee's contract will be terminated and any ROFR held may be revoked at the discretion of the Employer.

Process Map: Article 18 - Teaching Reviews and Assessments

