

Tentative Collective Bargaining Agreement: U of R Academic Staff

April 1, 2019



UNIVERSITY OF REGINA
FACULTY ASSOCIATION

Townhall Agenda

- Summary of agreement on most recent outstanding issues
- Timeline of agreement
- Breakdown of new Articles
- Recommendation of the URFA Academic Bargaining Team
- Questions and discussion
- Detailed comparison will be available this afternoon.

Better than Admin's "Final Offer"

- Broader application of lump sum payment
- Pension Increase
- FTE Sessionals receive appropriate pay (Sessional IV)

Article 5: Instructor Ratio

- Article 5: We have agreed to exclude instructors currently employed in the Faculty of Nursing from the instructor ratio. Any newly hired instructors in the Faculty of Nursing (including any hired as replacements for existing instructors) will count toward the ratio. As a result we have create a method for those currently employed as instructors to become assistant professors.

Article 13: Sessional Lecturer IV

- Article 13: We have created a new rank for long serving sessionals (Sessional Lecturer IV). Those who have taught 25 courses over 5 years (effectively full time) will achieve this new rank.

Article 23: Liability Insurance

- Article 23: We have agreed on language that makes it clear that academic staff members are covered by the university's liability insurance while they are performing their duties.

Article 23: ROEs

- Article 23: We have agreed to keep the hours reported on Records of Employment for Sessional Lectures at 208 hours per 3 credit hour course.

Article 23: Pensions

- Article 23: Though not included in the language of Article 23, we have agreed that pension contributions for those in the DC pension plan will increase to 16% (8% paid by the University and 8% paid by our members) beginning January 1st, 2021.

Appendix A: Financials

Year	Summary of Agreement
1 (2017-2018)	<ul style="list-style-type: none">• 0% economic adjustment
2 (2018-2019)	<ul style="list-style-type: none">• 0% economic adjustment• Lump sum of \$2,500 (not applied to base salaries) to be paid to full-time and full-time-equivalent academic staff members.
3 (2019-2020)	<ul style="list-style-type: none">• 1.75% economic adjustment• Create Sessional Lecturer IV stipend• Lecturer pay scale set to midpoint between existing Lecturer pay scale and Assistant Professor pay scale• Add one, drop one increment• \$12,000/yr professional development fund for sessional lecturers• Create Program Chair administrative stipend.• Increase all in-scope administrative stipends• Increase APEA by \$600 effective May 1, 2019.
4 (2020-2021)	<ul style="list-style-type: none">• 2% economic adjustment• Increase pension contributions to 16% effective January 1, 2021.

Timeline of Agreement

- No collective agreement since July 2017
- Active bargaining since May 2018
- Hundreds of hours at the table
- Thousands of hours of work
- 40 hours of conciliation

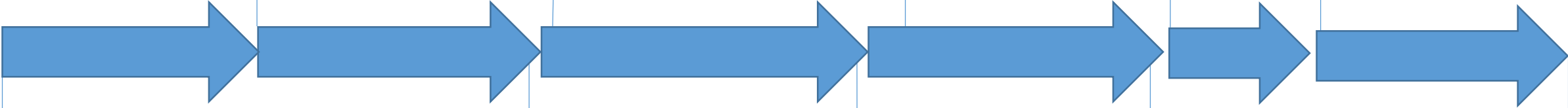
Bargaining began
May 2018

Membership engagement
87% yes to job action
October 2018

Job action
committee active
January 2019

Mediation
March 2019

14 day cooling off
48 hour notice
25 March 2019



Articles opened
April 2017

Articles greened
by October 2018

Articles greened
by December 2018

Articles greened
by January 2019

Articles greened
on March 25 2019

<u>3</u>	13	24
<u>4</u>	<u>14</u>	28
5	16	30
<u>8</u>	17	Apx.A
<u>9</u>	18	<u>Apx.D</u>
10	<u>21</u>	Apx.G
12	23	<u>Def.</u>

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Timeline not to scale

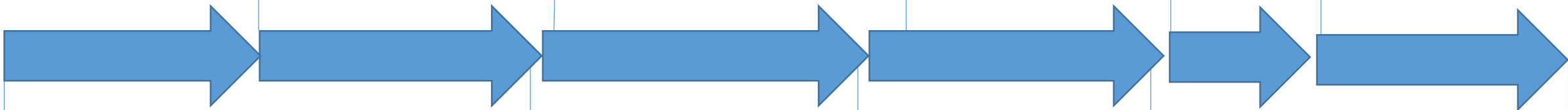
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Underline = housekeeping or clarity issues

Timeline not to scale

Housekeeping

- Updating name of La Cité
- Updating dates
- Removing obsolete items/articles

Articles 3, 4, 8, 9, 14, 21, Definitions

Article 5 – Academic Planning

- 5.1 Planning must take place in a “**timely manner**”
- 5.6 Policies and procedures shall be fair, transparent, **equitable**, and consistent with the terms of the collective agreement.
- 5.7 New MOA
- 5.8 ... sessional lecturers holding preference or **priority status**

MAO on Article 5.7

- Resolves the outstanding grievance
- “Red Circles” current nursing instructors
- Instructors in all faculties may apply for promotion to Assistant Professor. Instructors who meet the qualifications and criteria shall be promoted to that rank.

Article 10 - Information

- 10.1.3 a list of all sessionals holding priority and preference ...
- 10.4 Priority list to be distributed 30 days before the start of semester.

Article 12 – Postings and Appointments

- 12.1.1 Exclude priority sessional postings from standard advertising.
- 12.1.1 URFA informed prior to posting. Posting must be a minimum of 48 hours.
- 12.1.3 Electronic distribution list for academic staff appointments.
- 12.2 Hiring procedures must be maintained by the dean and have the Employment Equity and Diversity Policy appended.
 - 12.2.1 Priority Hiring Procedure Established
 - Priority sessionals notified of course 3 weeks ahead of posting.
 - Priority sessionals respond with “interest”
 - Appropriately qualified priority sessionals are hired.
 - If there are no qualified priority sessionals, course is posted, and hiring procedure followed – preference applies.
 - Written procedures for hiring sessionals must exist and be followed.
- 12.3 Sessional appointment letters to state work outside of contract is voluntary.

Article 13 – Appointment Categories

- 13.3 Rank of Clinical Instructor created parallel to Lab Instructor
- 13.6.2 Create Sessional IV rank
- 13.7.1
 - Preference = 5 contracts over 3 semesters
 - Priority = 25 contracts over 5 years
 - Priority and Preference are faculty based
- 13.7.2 Priority applies for a maximum of 4 courses per semester
- 13.7.4 Procedure for choosing between sessionals with the same status

Article 16 – Performance of Duties

- 16.1.4 Clinical Instructor's duties defined.
- 16.1.5 Duties of a sessional defined as teaching and/or developing courses
- 16.4.6
 - Four month's notice prior to being required to teach early morning, evening or weekend classes (not optional)
 - Twelve hours rest between teaching days (may be waived by the member)
- 16.7.2 New possible start dates for sabbaticals (September 1st and May 1st have been added).

Article 17 – Performance Review

- 17.2.4 Reviews remain every 3 years unless otherwise specified
- 17.2.4 New OPTIONAL review process for senior ranks – “Career Planning Meeting”
- 17.2.5 Career planning has no impact on CGIs
- 17.5 Merit applications other than those based on exceptional performance will consider only previous 3 years.
- 17.8 New dates to indicate your intent to apply for tenure or promotion to senior ranks - Sept. 30th. Documentation by October 31st.

Article 17 – Performance Review

- 17.9 Letters of reference must identify conflicts of interest
- 17.15 Tripartite Board – to be rescinded, comments must be “unsupported by the evidence”
- 17.22 Career mentorship will not generate records for the official file.
- 17.23 Sessional Lecture Review Process
 - Sessionals must be reviewed upon achieving preference and again upon achieving priority at a minimum.
 - Department Heads or equivalents will complete the reviews.
 - Reviews will include students evaluations (in accordance with 17.18) and instructional and student assessment materials
 - Reviews may include report of in class assessment and a teaching dossier
 - Sessionals must be reviewed before priority or preference revoked.

Article 18 – Career-Progress Decisions

- 18.3 Merit will be assessed relative to criteria documents
- 18.3 Apply based on one year exceptional or apply or be nominated for sustained, well-above-average performance
- 18.3 Nominations may be made by initial reviewer, performance review committee, or Dean
- 18.3 Apply for well-above-average in 3rd (when being reviewed); exceptional any time. Time under consideration is 3 years, not since last application
- 18.3 Merit applications/nominations reviewed by initial reviewer, performance review committee
- 18.3 Deans shall forward all applications to Campus Merit Committee.
- 18.3 Campus Merit Committee will have 7 members, all who hold or have held academic rank with tenure. URFA appoints 3 Admin appoints 3. Chair by mutual agreement
- 18.3 Orientation of Campus Merit Committee by both URFA and Admin.

Article 23 – Benefit Provisions

- 23.5.2.3 FTE sessionals get FTE benefits (as per law)
- 23.5.7 Flexible Spending Account = \$1000 (up \$100)
- 23.7 Liability Insurance covers academic staff “... in accordance with Article 16”.

Article 24 - Leaves

- 24.3.2.1 Waiting period for parental leave reduced to one week (Federal government change)
- 24.3.5 Sessionals get parental leave (by law)
- 24.3.5 Sessionals who have worked 1,560 hours in the previous 52 weeks will get Supplemental Employment Benefits
- 24.4 Any one employed by the university for more than 13 weeks shall be granted compassionate care leave.

Article 28 - Duration

- 28.2 New Collective Agreement expires June 30, 2021

Article 30 – Instructional and Information Technology

- 30.2 Clarifies Article 30 only applies to non-sessionals
- 30.2.1 You retain your IP, but the University has the right to use it for 5 years.

MOA with Appendix 30 – Sessional Course Developers

- Sessional Course Developers defined
- Get one opportunity to deliver the course (two if further revision required)
- All other appointments to these courses through normal channels.
- Sessionals get IP. University may use for 5 years. Teaching related use only.
- Appointment letters clarified.

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Add One/Drop One (Instructor II)

2018	July 2019 00:00	July 2019 00:01
	Step 6* (\$82,713)	Step 6* (\$82,713)
Step 6 (\$80,227)	Step 5* (\$80,227)	Step 5* (\$80,227)
Step 5 (\$77,741)	Step 4* (\$77,741)	Step 4* (\$77,741)
Step 4 (\$75,255)	Step 3* (\$75,255)	Step 3* (\$75,255)
Step 3 (\$72,769)	Step 2* (\$72,769)	Step 2* (\$72,769)
Step 2 (\$70,283)	Step 1* (\$70,283)	Step 1* (\$70,283)
Step 1 (\$67,797)		

Add One

Normal CGI

Working Toward a Better U of R

- Work remains to be done.
- We were always negotiating based on the values inherent in our mandate; Equity, Fairness, Justice, and Efficiency.
- Our core objective remains defending the academic mission of the university.

Questions & Discussion

