

Summary of Collective Agreement Changes by Article:

Article 4:

- Move away from dated language of “gender orientation” to “gender identity and expression”
- Commitment from Employer to move from “sexual orientation” to “sexual identity and expression” following their ongoing legal counsel over the Human Rights Code implications of this language
- Strengthen protection against sexual harassment by emphasizing behaviour that is “unwelcome.”
- Updated list of arbitrators for Sexual Harassment grievances

Article 5:

- Updated language to “workplace harassment” to correspond to Human Rights Code statutes that expand the list of harassing behaviours.
- A time limit on the University’s internal investigations, allowing members to file workplace-harassment grievances faster. Mediation stage now option for the grievor.

Article 7:

- Demographic information to Union less often
- Some information to Union now electronic rather than on paper

Article 8:

- Move away from paper copies of the Collective Agreement to each new employee. Collective Agreement and Union letter now a searchable PDF. Hard copies in the Union office and in each Department.

Article 13:

- Increase from 3-step discipline process to 4-step discipline process
- Possibility for discipline records to be removed from employment file sooner if employee is working satisfactorily

Article 14:

- All members (including undergrads and post-docs) can now file hiring grievances. Graduate preference still applies.
- In hiring grievances, the value of arbitration awards cannot exceed 2 FCE (560 hours at the applicable hourly rate).

- Members have the right to Union representation at the optional “informal stage” of the grievance process.

Article 15:

- Updated list of grievance arbitrators

Article 16:

- Notification of late postings and when to expect postings to be up
- Shortened minimum window (from 20 days to 15 days) to apply for jobs; guarantee that those who apply within the 20 days will have their applications considered if the decision has not yet been made
- Added employment-equity statement to job postings that encourages all qualified applicants to apply
- Hard dates for notification of hiring
- Elimination of “ability,” “competence,” the “University’s need to attract” students, and “prospective enrolment” from the hiring criteria.
- Addition of “teaching ability,” “previous experience” and “the need to acquire experience” to the hiring criteria
- Increase from 5.5 to 6 guaranteed appointments
- One-time right to defer an appointment for any reason without loss. Ability to request additional deferrals.
- Two years instead of just the first year to accumulate hours toward the subsequent-appointment guarantee
- A cap of 280 hours on the subsequent-appointment guarantee (current members with higher guarantees will be grandparented and will not lose hours from their guarantees)
- A guaranteed minimum subsequent appointment of 50 hours (the threshold for health benefits) for anyone who works 35 hours in the first or second year in the bargaining unit.
- In the 5th or 6th appointment, the right of first refusal on one’s job from the previous year
- A statement of the EI-eligible hours from a Course Instructorship included in the letter of offer
- Timeline for negotiation of duties for the new job designation “Peer Assistant”

Article 17:

- Lower threshold (from 70 to 35 hours) for the right to request additional training
- Longer time (from 15 to 25 min) for Union representatives to present at orientation sessions
- Better notice to the Union of orientation sessions

Article 19:

- No singling out for evaluations (everyone in a course has to be evaluated or no one can be)
- Advance notice to Course Instructors of classroom visits
- In the case of a negative evaluation, the evaluation cannot be used against the employee in hiring decisions until the employee has exercised the right to be re-evaluated

Article 20:

- Employer (not employee) must now arrange substitutes when the employee takes a short-term leave
- Academic conference leave now available to all employees and without a maximum number of days
- New 2-month paid leave for surgery, hospitalization, chronic illness, etc.
- Re-naming from gendered language to Non-Birth Parent Leave
- Increased window (from 4 weeks to 6 weeks) within which to take Non-Birth Parent Leave
- Members taking pregnancy leave have increased flexibility as to whether the value of the leave is based on their last term worked or the term from which they take leave (whichever is greater).
- Members taking parental leave have increased flexibility to take either one month of paid leave at 100% (current entitlement) or, for those eligible for EI benefits, 10 weeks at 95% pay.

Article 24:

- Move from 3 calendar days to 3 working days for work release before and after comprehensive exams and defenses

Article 27:

- Clarification of reimbursement right for required travel expenses
- Clarification of grievability of certain Letters of Intent

Letter of Intent: Grievance Timelines:

- The Employer tried to decrease the window within which we could file grievances. We got around that concession with this letter

Tuition Assistance Fund:

- \$700,000/year to be distributed as tuition relief for PhD students who are past guaranteed funding but who have not yet begun the "post-7" funding

Graduate Student Bursary Fund:

- \$400,000/year to be distributed as funding-package top-ups to Unit 1 members who receive only the minimum guaranteed funding amount (currently \$15,000/year)

Letter of Intent: Calculation:

- Hours of work that can be required toward funding decrease annually to 180 at the end of the CA
- Unpublished letter from the Employer committing not to increase the use of RA work in the Faculty of Arts and Sciences

Salaries:

- Wage increases over 4 years of 1%/ 1% / 1.25% / 1.25%. In the first three years, these percent increases occur in two stages per year.

Healthcare

- 2 lump-sum payments of \$400,000 to cover overages on HCSA claims in 2013-2014 and 2014-2015
- Commitment by Union and Employer to attempt to move toward a defined benefit plan at a cost of no less than \$3.2 million/year. If the parties can't agree on a plan, we default to the current HCSA at \$3.2 million/year.
- If a defined benefit plan can be agreed to, members will receive an automatic roll-over from the GSU Plan and a reimbursement annually of the GSU premium (currently \$460/year)

Financial Assistance Fund

- Increase to \$1.2 million/year in benefit funds controlled by the Union
- Two funds removed from this and dealt with elsewhere: the Senior Students Fund (previous \$250,000/year, now separate fund at \$700,000/year) and the Fellowship Defense Fund (\$200,000/year, not needed as hours of work decrease). These amounts remain in the fund and can be re-apportioned
- Bargaining Team's proposed apportionment of this fund is: **Childcare** - \$500,000/year (increase from \$250,000/year); **UHIP Premium Reimbursements** - \$350,000/year (increase from \$175,000/year); **Professional Masters Fund** - \$40,000/year (current level); **RA Reimbursement Fund** - \$150,000/year (current level); **Professional Doctoral Fund** - \$50,000/year (new fund). **Unallocated funds of \$210,000/year: The Bargaining Team suggests that this money could be added to the new Graduate Student Bursary Fund and distributed as funding top-ups to members at the minimum guaranteed funding level, bringing this fund to \$610,000/year.**

Financial Proposals and the Funding Package

Member A: Receives Guaranteed Minimum Funding of \$15,000/year and works 205 hours toward that funding

Immediate (for 2014-2015 year) wage adjustment of \$65 to \$15,065

With wage increases and decrease of required hours:

2015-2016 increase to \$15,362

2016-2017 increase to \$15,881

2017 increase to \$16,445

Assuming (conservative) \$600 annual top-up from the Graduate Student Bursary Fund:

2015-2016 income of \$15,962

2016-2017 income of \$16,441

2017-2018 income of \$17,045

With annual GSU health-plan reimbursement of \$460:

2015-2016 income of \$16,422

2016-2017 income of \$16,901

2017-2018 income of \$17,505