

Summary of Tentative Agreement



Three-year contract: Sept. 2021 to Aug. 2024

No Concessions

Financials

- **Wage Increases for All Employees (Base and Above-Base)**
- **Increased Benefits**

Job Security

- **Improvements to Advancement Processes and Criteria**
- **New Work Guarantees for Advanced Employees**
- **Creation of the New Job Category “Applied Music Sessionals” with Wage Increase and Work Guarantee**

Compensation



- Wage increases *across the board*: Annual pay increases of 4% in 2021-2022 (*retroactive*), 4% in 2022-2023 (*retroactive*), and 3% in 2023-2024
- New ranks and job titles with increased pay across categories

Sessional Lecturers

	01.09.2020 Amount	01.09.2021 Amount	01.09.2022 Amount	01.09.2023 Amount
Sessional Lecturer I	\$16,979.33	\$17,658.50	\$18,364.84	\$18,915.79
Sessional Lecturer I - Long Term	\$17,828.30	\$18,541.43	\$19,283.09	\$19,861.58
Sessional Lecturer II	\$18,171.15	\$18,897.99	\$19,653.91	\$20,243.53
Sessional Lecturer II - Long Term	\$18,538.90	\$19,280.46	\$20,051.68	\$20,653.23
Sessional Lecturer III	\$18,603.79	\$19,347.94	\$20,121.86	\$20,725.52
Sessional Lecturer III - Long Term	\$18,975.87	\$19,734.90	\$20,524.30	\$21,140.03

Includes 6% vacation pay (except, Sessional Lecturer I at 4% vacation pay)

Example: One full-year course (1 FCE) taught by SLII

➤ **Current rate based on 2020-21:**

Sessional Lecturer II: \$18,171.15

➤ **New rate for 2022-23:**

Sessional Lecturer II: \$19,283.02 (a difference of 8% or \$1,482.76)

Plus employee will get retro pay of 4% or \$741.38 for each full-year course taught in 2020-21

➤ **New rate for 2022-23 with Long-Term Status**

Sessional Lecturer II - Long Term: \$20,051.68 (a difference 10% or \$1,880.53)

Plus employee will still get retro pay of 4% or \$741.38 for each full-year course taught in 2020-21

Compensation



➤ Other job categories (new and old):

	01.09.2020 Amount	01.09.2021 Amount	01.09.2022 Amount	01.09.2023 Amount
Writing Instructor I	\$47.94	\$49.86	\$51.85	\$53.41
Writing Instructor I - Long Term	\$50.34	\$52.35	\$54.44	\$56.07
Writing Instructor II	\$51.55	\$53.61	\$55.75	\$57.42
Writing Instructor II - Long Term	\$52.58	\$54.68	\$56.87	\$58.58
Writing Instructor II (priority)	\$53.06	\$55.18	\$57.39	\$59.11
Writing Instructor II (priority) - Long Term	\$54.12	\$56.28	\$58.53	\$60.29
Applied Music Sessional	\$95.48	\$99.30	\$103.27	\$106.37
Applied Music Sessional - Long Term	\$100.25	\$104.26	\$108.43	\$111.68
Applied Music Sessional II	\$102.64	\$106.75	\$111.02	\$114.35
Applied Music Sessional II - Long Term	\$104.69	\$108.88	\$113.24	\$116.64
Music Professional - Accompanist (non-teaching)	\$58.73	\$61.07	\$63.51	\$65.42
Music Professional - Accompanist (non-teaching) - Long Term	\$61.66	\$64.13	\$66.70	\$68.70
Music Professional - Recital Adjudication	\$73.00	\$75.92	\$78.96	\$81.33
Music Professional - Recital Adjudication - Long Term	\$76.65	\$79.72	\$82.91	\$85.40
Sessional Instructional Assistant	\$46.92	\$48.79	\$50.74	\$52.26

➤ **Above-Base Wage Increases**

The above-noted wage increases will also apply for employees who are paid above the base rate and who have been employed in each preceding year and whose wage rate has not changed for any reason during that academic year.

Changes to Article 17: “Other Music Professionals”



The Employer and the Union agreed to the following:

- to change the name from “Other Music Professionals” in Article 17 to:
 - Applied Music Sessionals – employees engaged in teaching applied lessons
 - Music Professionals – employees engaged as coaches, accompanists (nonteaching) and as recital adjudicators
- to establish Applied Music Sessional I Long-Term and Music Professional I Long-Term categories and commensurate rates
- to establish an Applied Music Sessional II rank and commensurate rate with a higher rate of pay and a job security commitment for successful applicants
- to establish, through the operation of a Working Group, an Advancement Process from Applied Music Sessional I to Applied Music Sessional II

➤ **Paid Preparation Time for Music Instructors**

- Applied Music Sessionals will be paid four (4) hours of preparation time per student per academic year
- Music Professionals will be paid one (1) hour of preparation time for every ten (10) hours of work as coaches and accompanists

➤ Compensation for Eliminated Positions

- (1) where the position has been eliminated more than one (1) month prior to the commencement of the first class, the employee shall be paid ~~twenty five percent (25%)~~ forty percent (40%) of the amount of the wages applicable to the eliminated position.
- (2) where the position has been eliminated less than one (1) month prior to the commencement of the first class, the employee shall be paid ~~forty percent (40%)~~ fifty percent (50%) of the amount of the wages applicable to the eliminated position.
- (3) where the position has been eliminated after the commencement of the first class, in addition to any wages paid, the employee shall be paid ~~seventy five percent (75%)~~ one hundred percent (100%) of the remaining wages applicable to the eliminated position.

Compensation



➤ **Monthly payments for all workers**

Previously: some hourly workers would not get paid until they had accumulated a certain number of hours

Now: those workers will get paid by the end of the month regardless of how many hours they have worked

Unit 3 Fund



➤ **20%+ Increase Over Last Agreement**

Unit 3 Fund was \$140,000 at the end of last collective agreement.

In each year of the new tentative agreement, it will renew annually as follows:

Year 1: \$160,000

Year 2: \$170,000

Year 3: \$180,000

Health Care Spending Account



➤ Previously

Sessional Lecturers (first half course in the plan year)	Sessional Lecturers (subsequent half-courses)	Sessional Lecturers Maximum allocation per plan year
\$475	\$325	\$1,775

➤ Now

First 34 Hours or 0.17* FCE per plan year *Note: 0.17 may include rounding, i.e., from 1/6 FCE	Each additional 100 hours or 0.5 FCE per plan year	Maximum per plan year
\$500	\$350	\$1,900

5% → 6%

Sessional Lecturer I
Writing Instructor 1
Applied Music Sessional I
Music Professional I
Sessional Instructional Assistant

5% → 7%

Sessional Lecturer I – Long Term,
Sessional Lecturer II,
Sessional Lecturer II – Long Term,
Writing Instructor 1 – Long Term
Writing Instructor 2,
Writing Instructor 2 – Long Term
Applied Music Sessional I – Long Term,
Applied Music Sessional II,
Applied Music Sessional II – Long Term
Music Professional I – Long Term

6% → 8%

Sessional Lecturer III
Sessional Lecturer III – Long Term,
and Writing Instructor 2 (Priority),
Writing Instructor 2 (Priority) – Long Term

New Clauses

- “In addition, at any time during the plan year, a former employee may withdraw the funds from their GRRSP or have funds redirected to a financial institution of the former employee’s choice.”
- “Participating employees may remove funds from the GRRSP in exceptional circumstances that include but are not limited to the Federal Homebuyers Plan, and/or life events, e.g., birth or adoption of a child, or a change in marital status.”

Pension Joint Working Group



- The University and the Union agree to establish a Pension Joint Working Group comprised of three (3) representatives each to discuss and explore issues related to the possibility of employees in the bargaining unit participating in a registered pension plan.
- The Pension Joint Working Group will begin meeting on or after May 1, 2023 with a view to providing recommendations to the Vice-President, People Strategy, Equity & Culture by no later than December 31, 2023.

Job Security and Advancement



Overview

- Less onerous and faster transition for advancement
- Retroactive pay after successful advancement
- Increased work guarantees
- Creation of new rank: Applied Music Sessionals II (as previously discussed)

Job Security and Advancement



Improved SLII Eligibility Criteria

- **Previously:**
six (6) half courses (3 FCE) in the advancing department employment in four (4) of the past six (6) years
- **Now:**
five (5) half courses (2.5 FCE) in the advancing department employment in three (3) of the past seven (7) years

Job Security and Advancement



New Job Security for SLII

All SLIIs will still have annual half-course (0.5 FCE) guarantee

Now:

- an SLII will also get an additional half-course guarantee (0.5FCE) if advanced with an average of 1 FCE in the qualifying years leading to advancement

Job Security and Advancement



New Job Security for SLIII

- One and a half (1.5) FCE, where the advancement to Sessional Lecturer III was based on an average of 1.5 to 1.99 Full Course Equivalents per year in the qualifying years; OR
- Two (2) FCEs where the advancement to Sessional Lecturer III was based on an average of two (2.0) ~~or more~~ Full Course Equivalents per year in the qualifying years; **OR**
- **Two and one half (2.5) FCEs where the advancement to Sessional Lecturer III was based on an average of more than two (2.0) Full Course Equivalents per year in the qualifying years,**

Job Security and Advancement



➤ **Chair's Notification of SL Entitlement**

“the Chair or Chair's designate of the advancing Department will ask in writing no later than March 1st if each Sessional Lecturer III wishes to be assigned teaching in the following academic year.”

➤ **Leaves**

Previously only 1 year, now 2 years

Job Security and Advancement



Improved WI2 Eligibility Criteria:

➤ Previously

five hundred (500) hours in the advancing centre;
or three hundred (300) in two centres;
employment for four (4) of the past six (6) years.

➤ Now

four hundred (400) hours in the advancing centre;
or three hundred (300) in one centre and one hundred (100) in another;
employment for three (3) of the past seven (7) years.

Job Security and Advancement



WI2(P) Advancement Eligibility:

➤ Previously:

WI2s who have worked for at least four (4) consecutive years, with a minimum average of 300 hours per year in the three (3) most recent years

➤ Now

WI2s who have worked for at least three (3) consecutive years, with a minimum average of 300 hours per year in the three (3) most recent years

Job Security and Advancement



New Work Guarantee for WI2

- **Previously:**
nothing
- **Now:**
“Each Writing Instructor 2 will be offered a contract of employment of no fewer than **one hundred (100) hours** in an academic year”

Job Security and Advancement



New Retroactivity for Advanced Wages (SLs and WIs)

- “remuneration immediately and retroactively to the beginning of the first term in which the advancement process was undertaken”

Job Security and Advancement



➤ **Advancement to Applied Music Sessional II**

- AMS Working Group will develop advancement process that, amongst other things, results in **a higher rate of pay and a job security commitment** for successful applicants

➤ **Fairer posting and hiring for Sessional Music Instructors**

Equity, Fairness and Dignity



➤ **Added to Article 4: No Discrimination**

language of origin

personal appearance

mode of dress,

➤ **Employment Equity Data**

The University will gather information from employees, who will be requested to self-identify and participate on a voluntary basis. This information will be provided to the Union annually and discussed at subsequent meeting(s) of the Employment Equity Advisory Committee.

Equity, Fairness and Dignity



➤ **Hiring Criteria**

Candidates who are members of Indigenous, Black, racialized, and 2SLGBTQ+ communities, persons with disabilities, and other equity-deserving groups are encouraged to apply, and their lived experience shall be taken into consideration as applicable to the posted position.

➤ **Gender Identity and Expression**

The Employer and the Union recognize that an individual has the right to determine their own gender identity and gender expression. This includes the right to determine their own pronoun(s).

Equity, Fairness and Dignity



LETTER OF INTENT: GENDER IDENTITY & GENDER EXPRESSION

DATE

President, Canadian Union of Public Employees, Local 3902, Unit 3

As a gender and trans-affirming organization, the University is committed to:

- Supporting the employee's gender identity and gender expression.
- Supporting the everyday use of the employee's chosen name, regardless of their legal documents.
- Identifying barriers to updating and/or maintaining communication records that align with the employee's gender identity and chosen name and work to streamline the process.
- Using the pronoun(s) and honorific specified by the employee.
- Conducting sensitivity training and education around pronoun usage, honorifics and inclusion.
- Recognizing and commemorating Transgender Day of Remembrance and International Day Against Homophobia, Transphobia and Biphobia.

The University understands that employees may face challenges in the workplace while transitioning and will provide support to employees and their colleagues as requested.

Yours truly,

Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto

- **Student Course Evaluations Improvements**
student evaluations, shall not be admissible as the sole determining factor to demonstrate unsatisfactory performance in the discipline procedure, arbitration, **hiring**, or **advancement**.
- **Domestic or Sexual Violence Leave**
“Such leave of absence shall be without loss of pay for up to one (1) month at the employee’s regular rate of pay during the period of the employee’s appointment and the remainder of the ESA entitlement (i.e., the remainder of up to ten (10) individual days and up to fifteen (15) individual weeks) shall be without pay.”



Improving Transition from Part-Time to Full-Time

LETTER OF UNDERSTANDING: TEACHING EXPERIENCE

DATE

President, Canadian Union of Public Employees, Local 3902

During the 2021-2024 round of collective bargaining, the Employer and the Union agreed that employees in this bargaining unit have positively influenced the successful operation of the University of Toronto through their teaching and professional experience.

As such, the Employer encourages employees in this bargaining unit to apply to relevant advertised faculty positions.

The Employer agreed that search committees will consider applications from qualified employees in this bargaining unit in competitions for faculty positions. Experience in this bargaining unit will be relevant to the assessment of teaching excellence as demonstrated in the candidate's application for a faculty position.

**Kelly Hannah-Moffat
Vice-President, People Strategy, Equity & Culture
University of Toronto**