

Quality Jobs:

Tackling
Precarious Work
in Post-Secondary
Education at the
Bargaining Table

October 2018

QUALITY JOBS

As precarious work is growing in the post-secondary sector, locals need to find ways to defend good jobs, protect job security, and ensure that all workers have access to equal rights and protections on the job.

By developing a bargaining strategy aimed at making progressive gains in each round of bargaining, locals can protect workers and turn precarious jobs into decent jobs.

This guide focuses on a number of key areas which locals should look at when drafting and considering collective agreement language.

Each section of this guide includes a brief overview of the issue, as well as sample collective agreement language from a variety of sources, including other unions and other CUPE sectors.

Table of contents:

Access to information: Essential tools to fight precarity	3
Preventing precarity: Limits on precarious positions and contracting out	5
Job security: Reversing precarity	10
Wages and benefits: Ensuring equal pay for equal work	14
Pensions: Providing security for the future	17
Rights and protections: Improving working conditions and preventing exploitation	19

PSE BARGAINING RESOURCE

ACCESS TO INFORMATION: ESSENTIAL TOOLS TO FIGHT PRECARIETY

It's hard to fight precarity when you don't know what's happening with job postings and classifications. Similarly, when your members don't know their rights, they can't speak out when their rights are being violated by the employer.

Your agreement should include language covering:

- Regular disclosure of information by the employer to the local on:
 - Number of employees by job status (regular, seasonal, temporary, casual, full-time, part-time), job classification, salary or wage grade, and job title;
 - Starting dates, seniority, and hours of work;
 - Department and campus (if applicable); and
 - Changes in employee status.
- Routine disclosure of contact information for all members of the bargaining unit by the employer, including personal email addresses.
- The right of all members of the bargaining unit to receive an orientation session provided by the union at the beginning of their employment.

Your local should also develop tools and systems for tracking this information to identify changes over time.

SAMPLE LANGUAGE

Access to Information:

Information

XX.01 Contact Information

The employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual) and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

XX.02 New employees

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative, as designated by the Union. The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

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XX.03 Orientation Sessions

Where the employer conducts staff orientation sessions, the union will be provided an hour during such session to make a presentation about membership in the Union. The employer will leave the room during the union presentation.

XX.04 Notification of new hires

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

CUPE 4627, Vancouver Community College Employees

6.7 Union Information

- 6.7.1 The College will provide the names of new employees to a designated Shop Steward at each campus biweekly.
- a) The College will provide information regarding employee data and information in electronic format on a quarterly basis. The information will include name, employee class (permanent, temporary, term, casual and student workers), job title, campus, department, position number, leave status, bi-weekly hours, and current pay grade.
 - b) When available and upon request, the College will provide home address, phone number and personal email addresses.
 - c) The following reports, or equivalent, shall be provided to the Union electronically and in text form on a biweekly basis: XHRSEN and XHRSTUD
- 6.7.2 The College will provide a monthly list of new, transferred, promoted and resigned employees to the Union.
- 6.7.3 The College will make every reasonable effort to provide the Union with information it requests in a timely manner.

CUPE 116, University of British Columbia Graduate Students Society

4.05 Union Orientation Meeting for New Employees

A Union representative shall be given an opportunity to meet and acquaint new employees with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

Such meeting shall take place within regular working hours, without loss of pay, for a maximum of thirty (30) minutes at such time as mutually agreed between the Union and the Employer at the beginning of each semester.

If required, an additional orientation meeting(s) may take place part way through the semester.

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PREVENTING PRECARIETY: LIMITS ON PRECARIOUS POSITIONS AND CONTRACTING OUT

Obviously, it's better not to have workers hired in precarious positions in the first place, rather than trying to protect them once they are precarious. Language limiting the employers' ability to use temporary postings, to contract out work, or to rely on part-time and casual workers can help to protect the quality of jobs within the bargaining unit.

Elements to consider in your bargaining strategy include:

- Limits on the use, length, and renewal of temporary positions.
- Limits on the use of part-time and casual positions.
- Ensuring a minimum complement of full-time workers (rather than allowing the employer to erode full-time, permanent positions through attrition).
- Giving priority to full-time and permanent positions when creating new or merging existing positions.
- Language to prevent contracting out.

SAMPLE LANGUAGE

Limits on use of temporary positions:

CUPE 3338, Simon Fraser University

(b) Continuing Employee: A continuing employee shall mean an employee hired with no predetermined termination date.

(c) Temporary Employees: A temporary employee is an employee hired with a predetermined termination date. If temporary employment continues for longer than four (4) months of continuous employment in the same position, the employee shall be considered a "continuing employee." The benefits and pay in lieu of benefits for temporary employees will be as per Article 52.

Change(s) in position number or minor changes in job duties shall not be considered a change in position for the purpose of the definition of "continuing employee."

No full-time position shall be filled for a period of more than four (4) months by terminating and rehiring the same temporary employee, or by terminating and hiring a series of temporary employees.

Notwithstanding the preceding paragraph, in special cases, a temporary non-recurring full-time or part-time position may be created for a period of more than four (4) months but no more than twelve (12) months. Job postings for such positions shall state the predetermined termination date. The Union shall be given a written explanation of the special circumstances of each such case. Employees filling such positions will become continuing employees after four (4) months as outlined above. However, such an employee will not be eligible for involuntary transfer upon reaching her/his predetermined termination date, but she/he will be placed on the laid off list, and if the position is reopened, the employee shall be recalled to that position as outlined in Article 14.

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CUPE 2950, University of British Columbia Library, Clerical and Theatre Workers

3.05 Temporary Employee

(A) A temporary employee shall mean an employee who is hired to fill short-term positions, normally of less than three months duration, or to fill vacancies resulting from leaves of absence or maternity leaves where such positions cannot be filled through temporary promotion. Extensions or reappointments to the same position “normally of less than three months duration,” noted above, shall be by mutual agreement.

SAMPLE LANGUAGE

Limits on use of casual employees:

HEU Health Services and Support Facilities Subsector Master Agreement

Addendum on Casual Employees

Casual employees shall be employed only to relieve in positions occupied by regular fulltime and regular part-time employees that could not be reasonably expected to be filled by employees working in float pool positions, where float pools exist, provided that a casual employee shall not be used for a period in excess of ninety (90) calendar days in any one position. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:

- (1) vacation relief;
- (2) sick leave relief;
- (3) education relief;
- (4) maternity leave relief;
- (5) compassionate leave relief;
- (6) union business relief;
- (7) educational leave relief;
- (8) such other leave relief as is provided by the Collective Agreement; or
- (9) in an emergency where an extraordinary workload develops, a casual employee may be used to do work having a duration of ninety (90) calendar days.

SAMPLE LANGUAGE

Limits on use of part-time positions:

CUPE 534, Town of Espanola

- 2.3.3 It is further understood that at no time will the number of Seasonal Full Time Employees exceed 15% of the permanent work force.

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CUPE 2409, Academic Workers Union of Northwest Community College

- 2.3.3 Part-time employees shall be hired only after available work has been offered to all regular employees with less than one hundred (100) percent of a full workload who are qualified to perform the work. The College will make every effort to combine available part-time work to create a regular position before a part-time employee is hired.

SAMPLE LANGUAGE

Ensuring a minimum complement of full-time workers:

Ontario University Workers Coordinating Committee Common Language Proposal:

- XX.01 The management agrees that it will maintain a workforce of not less than [X] of full-time, permanent employees until the expiry date of the Collective Agreement.

CUPE 233, Ryerson University

Letter of Understanding #9

The University agrees to maintain the complement of thirty-two (32) full-time career trade positions and sixty-one (61) full-time career custodial positions. As a result, the CUPE Local 233 complement shall be ninety-three (93) positions.

The University agrees to maintain the complement set out above for the duration of the collective agreement. To that end, the University shall make every reasonable effort to staff vacant positions that are related to complement levels as quickly as possible.

SAMPLE LANGUAGE

Giving priority to full-time positions:

CUPE 3967, Regina Qu'Appelle Regional Health Authority

27.24 Maximizing Full-Time Employment

It is the intent of the Employer that, insofar as the efficient operation of the Employer is concerned the Employer will:

- employ as many full time Employees as is reasonably possible;
 - where viable, when posting part time positions, incorporate the most hours feasible out of the predictable available work;
 - minimize the use of relief work.
- a) Purpose
- to govern the review and allocation of hours with the goal of maximizing full time employment
 - discussion will take place between the Employer and the Local of the Union prior to any implementation

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b) Maximizing Hours in Part Time Positions

As part-time positions are vacated and approved for staffing, discussion shall take place between the Employer and the Local of the Union and subject to an agreement between the Employer and the Local of the Union, shifts may be redistributed in the following manner:

- i) when departmental reorganization is contemplated, the Employer will meet with the Local of the Union to discuss the creation of full-time positions and/or the maximization of part-time positions;
 - ii) where positions are vacated, shifts will be distributed to part-time Employees, in order of seniority with the aim of incorporating the most hours in a position.
- c) If all shifts are not redistributed as per b) or if mutual agreement cannot be reached as to the redistribution of additional hours, a part-time position will then be posted.

New Letters of Appointment for part-time Employees will be issued when additional regular hours are added to their schedule.

Application of b) may result in part-time encumbered positions becoming full time.

- d) If part-time positions within a specific functional area are vacated simultaneously, where operationally feasible, the Employer shall combine the positions into a full-time position or a larger part-time position and post as per e) (iii).
- e) i) Where a relief Employee is identified as working ongoing and regularly scheduled shifts, the Employer will review the schedule with a view to incorporating those hours into schedules of senior part-time Employees in the department, who desire them;
- ii) Where (i) is not applicable, a new permanent part-time position will be created and posted;
- iii) The Local of the Union and the Employer will meet to discuss the circumstances under which newly created positions will be posted. In some cases, the posting provisions may be, by mutual agreement, specific to a particular department.

SAMPLE LANGUAGE

Preventing contracting out:

CUPE 116, University of British Columbia

24.03 Contracting Out

It is agreed between the parties that this Article shall prevail over other provisions or articles of the Collective Agreement, Letters of Understanding, any other ancillary documents, or practices.

The University shall not contract out services or work where the University has employees that normally provide the work or services, except in the following circumstances:

1. The University does not have the equipment necessary to provide the required work.
2. The University does not have employees who regularly perform such work or are skilled in such work and where such jobs will not be required on a continuing basis in the future.
3. Emergency situations.

PSE BARGAINING RESOURCE

In the above noted circumstances, no employee shall be laid off, suffer a reduction in classification, or have recall withheld because of contracting out.

Where the University is considering contracting out work or services, the University will consult with the Union before calling for tenders or awarding contracts. The consultation process shall be governed by the Letter of Understanding: Contracting Out of the Collective Agreement.

The University shall provide the Union with a copy of the Notification of Project form for all projects undertaken by Project Services or the Construction Office.

Notwithstanding the above, the University may contract out renovation, maintenance, repair or construction project work valued at fifty thousand dollars (\$50,000.00) or more. For the purposes of determining total project value, the costs of material, labour, and administrative costs will be included in the total. Employees affected by this provision shall be assigned other work in their current classification at their current rate of pay. Once these assignments have taken place, priority may be given to filling future vacancies in the same classifications with individuals affected by this provision.

Any posting or seniority requirements under the Collective Agreement may be waived in order to place an employee into a vacancy. It is also understood by the parties that the positions affected by this provision shall be reduced through attrition.

For more suggestions on language regarding contracting out, check out CUPE's guide: Our Best Line of Defence: Taking on Privatization at the Bargaining Table.

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JOB SECURITY: REVERSING PRECARITY

Finding ways to provide precarious workers with greater job security and options for advancement is essential. This can take the form of converting part-time or temporary jobs to full-time, permanent jobs; regularization of contract positions; and other forms of advancement for workers.

Options for contract language include:

- Converting part-time positions to full-time positions.
- Converting temporary or term positions into permanent positions.
- Regularization for contract faculty.
- Right of first refusal and other forms of security for contract employees.

SAMPLE LANGUAGE

Converting part-time positions to full-time positions:

CUPE 4627 Vancouver Community College Employees

- 3.1.10 When reasonable, the College will combine part-time, temporary work which is ongoing, to create permanent positions equal to or greater than 14 hours per week in accordance with Clause 3.1.9. The work to be combined will normally be in the same classification or pay grade.

Ontario Developmental Services Coordinated Bargaining Package

- XX.01 Local representatives from both the Employer and the Union shall meet to review the use of part-time positions within the agency. The parties shall discuss the issues surrounding the conversion of part-time positions to full-time positions. The Employer shall make available all relevant information in order for the parties to have an informed discussion.
- XX.02 Where work schedules can accommodate the use of fewer part-time positions, the employer shall work with the local union to convert part-time positions into full-time positions. The goal shall be to convert, where possible, a minimum of 5% of current part-time positions to full-time each year of this agreement.
- XX.03 For the purpose of establishing a conversion formula, part-time employees are any employees who are not full-time as set out in the local collective agreement. When converting part-time positions into full-time positions, conversions shall occur as per the job posting language in the applicable collective agreement.

PSE BARGAINING RESOURCE

SAMPLE LANGUAGE

Converting temporary or term positions into permanent positions:

CUPE 4627, Vancouver Community College Employees

- 3.1.9 Once a position has existed for 24 continuous months, it will be posted as a permanent position. In exceptional circumstances, a position may continue to be temporary with the approval of both Parties. Approval will not be unreasonably withheld. A temporary position equal to or greater than 14 hours per week which has existed for a continuous 12 months and can reasonably be expected to be ongoing will be established as a permanent position and will be posted, subject to the provisions of Clause 2.2.2.
- 3.1.10 When reasonable, the College will combine part-time, temporary work which is ongoing, to create permanent positions equal to or greater than 14 hours per week in accordance with Clause 3.1.9. The work to be combined will normally be in the same classification or pay grade.

HEU Agreement with Sodexo

- 46.13 A casual employee who has worked a minimum of 20 hours per week for 12 consecutive weeks shall be awarded a benefits-eligible, regular float position. The casual employee may decline the position but must do so in writing at which time the 12 consecutive week period described above will start over.

SAMPLE LANGUAGE

Regularization for contract faculty:

Vancouver Community College Faculty Association

4.12 Regularization

- 4.12.1 Subject to Article 4.1.3, term faculty members who have held appointments at one-half time or more for at least 380 days within a continuous 24 month period shall be granted a permanent regular appointment without probation on the first of the month following completion of the said 380 duty days, provided such faculty members have received a successful evaluation in keeping with Article 16, (Evaluation of Probationary Regular and Term Faculty Members).
- 4.12.2 In departments or areas where faculty members are unable to accumulate 380 duty days within a continuous 24 month period, these faculty members shall receive a permanent regular appointment pursuant to Article 4.12.1 where the faculty members have undertaken an instructional assignment equal to that of the regular instructional assignment of regular faculty member(s) in the department or area.
- 4.12.6 Part-time regular faculty members who have held additional term appointments for at least 380 days within a continuous 24 month period shall have the time-status of their regular appointment increased. The increased amount shall be equal to the time-status of the additional term appointment(s) maintained by the faculty member for at least 380 days within a continuous 24 month period. The increase in time status shall come into effect on the first of the month following the completion for the said 380 days.

PSE BARGAINING RESOURCE

SAMPLE LANGUAGE

Right of first refusal and other forms of security for contract employees:

CUPE 3909 Unit 2, University of Manitoba Sessionals

11.6 Right of First Refusal (RFR)

A Sessional Instructor who has been appointed to teach the same degree credit course in a specific department in any three (3) separate Academic Terms and has performed satisfactorily in those Appointments shall earn the Right of First Refusal (RFR). RFR entitles the Sessional Instructor to receive future offers of Appointment to teach one (1) section of that degree credit course per Academic Term when the course is offered as a Sessional Instructor Appointment.

CUPE 3913 Unit 2, University of Guelph Lecturers

Appendix 1, Right of First Refusal

Notwithstanding the provisions of 11.02 (b), the following will apply with respect to application of the Right of First Refusal to an available Sessional Lecturer work assignment. A Sessional Lecturer who has successfully completed a work assignment (i.e. for a particular course) shall be eligible to exercise a RoFR to a work assignment for that same course, should a Sessional Lecturer work assignment be made in one (1) of the immediately following four (4) semesters.

CUPE 3903 Unit 2, York University Sessionals

12.01 Continuing Sessional Standing Program

Eligibility

Bargaining unit employees shall be granted Continuing Sessional Standing upon the completion of three consecutive contract years (September 1 to August 31) with an average annual minimum teaching intensity of 2 Type 1 or equivalent positions over the three years. Further:

- (i) All employees who met the criteria outlined above as of September 1, 2014 will be granted Continuing Sessional Standing effective the date of ratification of the 2014-2017 collective agreement.
- (ii) All employees with Continuing Sessional Standing will retain this status unless and until such status ends pursuant to the terms set out below.
- (iii) The contract year (September 1 to August 31) will be used for the purposes of determining whether the eligibility criteria for Continuing Sessional Standing have been met.

Appointment Process

- (i) A list of employees who have Continuing Sessional Standing shall be produced by the Employer by October 1st of each year.

PSE BARGAINING RESOURCE

- (ii) On or before each November 1st, employees with Continuing Sessional Standing shall, for each applicable hiring unit, submit an updated curriculum vitae and provide notice of intent to participate in the Continuing Sessional Standing appointment exercise by filling out the appropriate section of the Blanket Application Form.
- (iii) By no later than January 22nd, a list of all of the courses identified for Unit 2 posting for the upcoming Summer, Fall and Winter Terms as of this date will be posted electronically in a location accessible to employees and the Union
- (iv) By no later than January 22nd, hiring units will offer employees who have provided notice of their intent to participate in the Continuing Sessional Standing Program courses from the posted list for which they are the most senior qualified candidate among employees participating in the Continuing Sessional Standing Program in the hiring unit according to the process in 12.03.1 and 12.03.2.
- (v) Offers of appointment will be copied to the other participating candidates in the hiring unit and all offers of appointment will be copied to the Union.
- (vi) A three week deadline will be provided for offers to be accepted, counted from January 22nd.
- (vii) Articles 12.03.1 (Long-Service Override) and 12.03.2 (circumstances in which candidates have equal applicable prior experience) will apply and employees participating in the Continuing Sessional Standing Program exercise may make use of the Article 6 grievance procedure in respect of any courses posted in the exercise that they were not offered but believe they should have been offered pursuant to the terms of the Continuing Sessional Standing Program.
- (viii) Following the conclusion of the Continuing Sessional Standing Program exercise, assignments which were not accepted will be posted during the common posting periods, together with other assignments not included in the Continuing Sessional Standing Program exercise.

Continuing Sessional Standing Program Guarantee

Employees with Continuing Sessional Standing who have a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the previous 5 contract years and who are offered 2/3 or less of their average number of Type 1 or equivalent positions based on the previous 5 contract year period will, upon application, receive as a one-time payment of 1/4 of the rate for each position less than their average number of Type 1 or equivalent positions. For example, if an employee with Continuing Sessional Standing has an average annual teaching intensity of 3 Type 1 or equivalent positions over the previous 5 contract years and is offered 2 Type 1 or equivalent positions, then upon application the employee will receive 1/4 of the rate for 1 Type 1 or equivalent position. If the employee is for a second time offered 2/3 or less of her average annual number of Type 1 or equivalent positions based on the previous 5 contract years, the employee will receive a one-time payment of 1/8th the rate for each position less than their average number of Type 1 or equivalent positions.

CUPE 4627, Vancouver Community College Employees

3.2 *Filling Vacancies*

- 3.2.1 In filling job vacancies as provided in Article 3.1 Vacancies of this Agreement, first consideration will be given to qualified internal applicants.
- 3.2.2 Casual employees with 425 hours of service, temporary employees, probationary employees and permanent employees may compete for job vacancies on an equal basis.
- 3.2.3 The College will only consider outside applicants if no employee covered by Clause 3.2.2 is appointed to the vacancy.

PSE BARGAINING RESOURCE

WAGES AND BENEFITS: ENSURING EQUAL PAY FOR EQUAL WORK

Ensuring that part-time, temporary, casual and contract employees receive the same wages and benefits as other employees is not just good for workers in precarious positions; it also takes away any financial incentive for the employer to use precarious forms of employment.

Here are some things you should consider when negotiating language on wages and benefits:

- Equal pay for equal work: no employee doing the same job as their colleagues should be paid less simply for being on contract or part-time. This includes undergraduates doing the same work as graduate students.
- Part-time, contract, and temporary employees should ideally have access to benefits, and if not, they should be compensated for the lack of benefits, with compensation based on the proportion of payroll the employer pays in benefits.
- In recognition of the inconvenience of short-term work, benefits can be extended beyond the length of the contract or over the off-season for seasonal workers.
- The local can also ask for funding to provide benefits that are not provided by the employer or to provide benefits to employees who don't qualify for the employers' plan.

SAMPLE LANGUAGE

Equal pay for equal work:

CUPE 2409, Academic Workers Union of Northwest Community College

5.5 Temporary Employees

The salary scale and placement procedure for regular employees as set out in this Article shall also apply to temporary employees.

5.6 Part-Time Employees

Salary for part-time non-instructional employees will be calculated as the product of the salary for the employee's step and the ratio of the employee's workload to that of a full-time workload as defined in Article 13.

SAMPLE LANGUAGE

Access to benefits:

CUPE 805, 1051, 1778, 1779, PEI Health Council

3.9 "Permanent Part-Time Employee" is a person who works less than the fully prescribed hours of work on a recurring and regularly scheduled basis and who has completed the probationary period, and is entitled to all the benefits of this Agreement on a pro rata basis.

PSE BARGAINING RESOURCE

CUPE 3324, Paramedics Union of Prince Edward Island

- 27.01 (b) Part-time employees who work at least 40% of full-time hours, shall be eligible to participate in the group medical, dental, life insurance and LTD plans, cost shared equally with the Employer.

CUPE 3338, Simon Fraser University

52.01 Benefit Entitlement

- (a) Temporary Employees will be entitled to the following benefits:
- (i) Compassionate Leave in accordance with Article 38
 - (ii) Witness or Jury Duty Leave in accordance with Article 40.01
- (b) During the first four months of continuous employment in any position, a temporary employee shall receive nine (9) percent of her/his straight time hourly rate of pay (as calculated from the salaries in the wage appendices) in lieu of all benefits (except those noted in (a) above), for all regular hours worked in the temporary position. After four (4) continuous months in the same position, a temporary employee shall receive sixteen (16) percent of her/his straight time hourly rate of pay in lieu of all benefits except those previously noted for all further regular hours worked in the temporary position for as long as the temporary employee remains continuously employed in the same position.

SAMPLE LANGUAGE

Extended benefits for short-term contracts and seasonal workers:

CUPE 3903 Unit 1, York University Teaching Assistants

10.16 Drug Plan

10.16.1 The employer shall contribute toward the yearly administration cost and claims under an ASO Group Drug Plan for each employee.

10.16.2 The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of her Appointment Contract(s). Effective September 1, 2015, the Employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of her Appointment Contract(s).

CUPE 501, City of Charlottetown

Schedule B, Seasonal Employees

B27 – Group Health and Dental

The Employer shall pay one-half (½) of each seasonal employee's assessment for both Group Health and Dental Plan. While in receipt of the Entry Level Seasonal Employee rate of pay, there shall be no entitlement to the Group Health and Dental Plan.

PSE BARGAINING RESOURCE

SAMPLE LANGUAGE

Funding for the local to provide benefits:**CUPE 3903 Unit 2, York University Sessionals*****15.28 Cupe 3903 Benefits Fund***

Effective September 1, 2011 the Employer will provide to CUPE 3903 a total amount of \$100,000 to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. Effective September 1, 2012 increase the total amount to \$150,000. Effective September 1, 2014, the total amount will be increased to \$170,000, and effective September 1, 2015 the total amount will be increased to \$180,000 per year.

PSE BARGAINING RESOURCE

PENSIONS: PROVIDING SECURITY FOR THE FUTURE

Pensions provide workers with the income security they need for a dignified retirement, but few precarious workers at post-secondary institutions are members of employer-sponsored pension plans, even though virtually all post-secondary institutions sponsor a pension plan.

Workplace pension plans typically have minimum service or earning requirements that must be met before workers can participate in the pension plan. These rules often effectively exclude part-time, temporary and contract workers. Provincial pension laws set minimum standards that pension plans are obligated to meet. It is typical for these laws to require that part-time members become eligible to join the plan after 2 years of continuous service with annual earnings of at least 35% of the “Yearly Maximum Pensionable Earnings” (a limit set by the federal government annually - 35% of the 2017 YMPE is \$19,355). It is important to note that these provincial rules are minimum standards, and that it is possible for pension plans to offer more lenient eligibility rules. Plans cannot have more stringent eligibility rules.

The local rules governing eligibility into a pension plan are typically set out in a pension plan text – the legal document that sets out the terms of a pension plan. The relationship between pension plan texts and collective agreements is complicated and will vary from local to local. In some cases, plan changes can be bargained through the collective agreement process. In others, they cannot. If your local wants to improve eligibility rules to your workplace pension plan, you should work with your National Representative, who can access research and resources in order to advise on the best strategy for your local.

Locals should carefully consider where pensions fit into their bargaining priorities. Low income seniors are also eligible for federal pensions, such as the Guaranteed Income Supplement. The GIS, however, is subject to a “clawback” of 50%, which means that for every dollar of income a worker gets through a workplace pension, they lose 50 cents of GIS. Small workplace pension payments may simply offset income that a low-income senior would have received from GIS. It is difficult to predict future earnings and the persistence of precarity over an individual’s working life; today’s young low-wage, precarious workers cannot know if they will qualify for GIS later in life. This dynamic should be discussed and carefully considered.

PSE BARGAINING RESOURCE

SAMPLE LANGUAGE

CUPE 3903, Unit 2 York University Sessionals

10.10.2

All offers of Appointment will include the following statement: “If you are not a member of a full-time pension plan and are not eligible to be a member of a full-time pension plan at York University or elsewhere, you are eligible to participate in the York University Plan on the first day of the month coincident with or next following the date on which you have earnings of at least equal to the September 1 course director rate* in each of two consecutive contract years . If you meet this eligibility criterion and wish to participate in the York University Pension Plan you should contact the Pension and Benefits Office.”

*Note that the “course director rate” referenced in 3903’s CA was \$16,779 in 2016, which is several thousand dollars below 35% of the 2016 YMPE. This means that CUPE 3903 members with only one course director position would not have been eligible to participate in the plan, had the plan only followed the minimum provincial eligibility standard (35% of YMPE). But by using the collective agreement to improve upon this minimum eligibility standard, CUPE 3903 effectively opened up participation in the pension plan to more of its members.

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RIGHTS AND PROTECTIONS: IMPROVING WORKING CONDITIONS AND PREVENTING EXPLOITATION

One of the persistent challenges for workers is trying to do the job without the same rights and protections as other workers. This can especially be the case when it comes to resources or opportunities. Ensuring equal access can go a long way in improving working conditions for precarious workers.

Make sure your collective agreement includes language covering:

- Workplace protections for temporary, casual and contract workers.
- Advance notice of schedules.
- Equal access to resources that are necessary to do the job.

SAMPLE LANGUAGE

Advance notice for schedules:

HEU Health Services and Support Facilities Subsector Master Agreement

19.01 Scheduling Provisions

- (a) (i) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective date.
- (ii) If the Employer alters the scheduled work days of an employee without giving at least fourteen (14) calendar days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 21. Notice of the alteration shall be confirmed in writing as soon as possible.

SAMPLE LANGUAGE

Advance notice for the end of contracts:

CUPE 4627, Vancouver Community College Employees

18.2.11

Temporary employees with 6 months to 3 years of continuous service will receive 2 weeks' notice of layoff.

18.2.12

Temporary employees with 3 years or more of continuous service will receive an additional week's notice for each additional completed year of service to a maximum of 8 weeks' notice.

PSE BARGAINING RESOURCE

SAMPLE LANGUAGE

Access to resources:

CUPE 3903 Unit 1, York University Teaching Assistants

15.01.1 Office Space & Facilities

The employer shall ensure that hiring units allocate to employees appropriate and reasonably uniform space (where such space is controlled by the hiring unit), and the use of other facilities, services and equipment as required for the performance of their duties and responsibilities. The employer shall also provide such other reasonable services needed for the performance of professional duties and responsibilities as are offered to other members of the University and can be provided at no additional cost to the employer. An employee who holds a position at Atkinson College will be provided with access to a mailbox in the department in which the employee holds the position.

15.01.2

The employer shall ensure that employees are provided with adequate access to and use of available libraries, laboratories, duplicating services, office supplies, computing facilities, audio-visual equipment and any other existing University facilities required for the performance of their contractual responsibilities.

CUPE 3903 Unit 2, York University Contract Faculty

15.15 Research Leaves

In each year of the collective agreement 2014-2015, 2015-2016 and 2016- 2017 an annual Research Leave Fund will be maintained at a value of the equivalent of 9 type 1 positions to provide up to three Research Leaves in each of those contract years for employees meeting the eligibility criteria for the Affirmative Action (“Conversion”) Pool. For one of the Research Leaves starting in 2012-13 priority will be given to assist an employee in the completion of their PhD. In addition to the above the Employer will award a Research Leave open to all members of the bargaining unit.

15.16 Research Grants Fund

The Employer shall maintain a fund for the purpose of encouraging individual research and study and of defraying research costs incurred by members of the bargaining unit. Effective September 1, 2011 the amount allocated shall be \$190,000. Any unspent monies shall remain in the Fund for future distribution. The Research Grants Fund shall have two categories:

1. Each Major Research Grant shall consist of an amount equivalent to the current salary rate of one course directorship. The number of such grants shall be determined by the Labour/Management Committee. Should a ‘Cap Exempt’ employee receive a Major Research Grant, she shall abide by the Cap on positions as set forth in Article 12.03.1(v) and (vi) during the academic year in which the grant is held. Successful applicants shall receive one Type 1 applicable prior experience credit and shall designate a position previously held to which she wishes the prior experience to be attributed.
2. All other Research Grants shall be in varying amounts up to \$8,000. Unless otherwise specified, the allocation of funds to the various research grants and the criteria for eligibility in the competitions for them shall be determined by the Labour/Management Committee. All awards shall be based on the academic merit of the proposals submitted for assessment to the four-person Selection Committee which shall consist of two members

PSE BARGAINING RESOURCE

of the bargaining unit selected by the union, one full-time faculty member, and the Associate Vice-President (Research) or designate. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

15.17 Conference Travel Fund

The Employer shall maintain a Conference Travel Fund to support contract faculty members of the University attending scholarly/professional/artistic conferences Effective September 1, 2011 the amount allocated to the Fund shall be \$100,000 per contract year. Any unspent monies shall be retained in the Fund for future distribution. The criteria and procedures governing the administration of the Conference Travel Fund shall be determined by the Labour/Management Committee. The Conference Travel Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the union, one full-time faculty member, and the Associate Vice-President (Research) or designate. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

15.18 Teaching Development Fund

The Employer shall maintain an annual Fund of the monetary equivalent of the current salary rate for two course directorships plus \$15,000 for the purpose of assisting employees to develop a new program of study, new courses and teaching materials, and/or their teaching skills. The Teaching Development Fund shall have two categories:

1. Each Major Teaching Development Grant (to a maximum of two) shall consist of an amount equivalent to the current salary rate of one course directorship. To be eligible for this grant, employees must be in the bargaining unit or have been in the bargaining unit within the ten months preceding the application deadline, and they must have held at least one Type 1 or equivalent position(s), (or accrued applicable prior experience of one Type 1 position or equivalent positions under the leave provisions in each of the two twelve month periods ending 31 August preceding the application date. Should a 'Cap Exempt' employee receive a Major Teaching Development Grant, she shall abide by the Cap on positions as set forth in Article 12.03.1(v) and (vi) during the academic year in which the grant is held. Successful applicants shall receive one Type 1 applicable prior experience credit and shall designate a position previously held to which she wishes the prior experience to be attributed.
2. All other Teaching Development Grants (to a maximum of 5) shall be \$1,000 each.

15.19 Professional Development Fund

Effective September 1, 2011 the Employer agrees to contribute \$125,000 to the Professional Development Fund. The purposes, criteria, procedures, eligibility and priorities for distribution of these monies shall be established by the Labour/Management Committee. The Director of the Centre for the Support of Teaching shall be invited to participate in the deliberations of the Committee. The monies shall be handled by the union, in accordance with the decisions of the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee. Any unspent monies shall roll over into the subsequent contract period. The Parties suggest that the Committee consider the following two priorities:

- (1) to assist new employees within the first two years of employment in the bargaining unit in the development of their professional competence and ability; and
- (2) to assist employees in upgrading their qualifications for full-time academic appointments.

PSE BARGAINING RESOURCE

15.21 Professional Expense Reimbursement

Effective September 1, 2012 the employer will allocate \$250,000 for the distribution of a Professional Expense Reimbursement which will be made available to Unit 2 employees on the following basis: \$350 for each type 1 or equivalent position (prorated for type 2 or “partial” appointments) to a maximum of \$1,050 per year. At the end of each contract year the unexpended portion of these funds shall be rolled over for following years with the following condition: any individual PER allocations which remain unspent after 3 years of initial allocation will be reabsorbed into the fund. The criteria and procedures regarding the administration of the Professional Expense Reimbursement will be subject to the approval of the Labour/Management Committee.