

CUPE 3908 Unit 1 – A Manual for Members

As a member of Unit 1 of the Canadian Union of Public Employees (CUPE) Local 3908, you are one of hundreds of talented and dedicated instructors, markers, tutorial leaders, workshop leaders, academic counsellors, academic skills counsellors and lab demonstrators at Trent University in Peterborough, Ontario, Canada.

This booklet is for you. In it, we aim to outline and demystify some of the basic tenets of our Collective Agreement, the document that sets the rules for our working life at Trent.

In exchange for union dues (3% of gross pay), you have access to the expertise of stewards, the help of members of the CUPE 3908 Executive Committee, as well as the larger resources of CUPE Ontario and CUPE National. CUPE represents 570,000 workers nation-wide, including people employed as technicians, labourers, skilled trades people and professionals in sectors like health care, municipalities, libraries, social services, public utilities, transportation, emergency services, airlines, and universities. More than half of CUPE workers are part-time and more than half are women.

As an added benefit, CUPE 3908 is a great way to connect with colleagues, get involved in the Trent community and support social justice issues in the larger Peterborough community. We are here because we care, and because together we can do more.

Contact Us

For more information, or to discuss anything from funding deadlines to information on grievances or beyond, please be in touch!

You can:

- **phone:** 705.775.CUPE (775-2873)
- **e-mail:** info@cupe3908.org
- **online:** visit our website at www.cupe3908.org
- **facebook:** search CUPE 3908
- **drop in:** our office is located in room 203 at Stewart House, 292 London Street (just east of Scott House) at Catharine Parr Traill College in downtown Peterborough. The office is staffed by a part-time office manager.
- **send mail:**
CUPE 3908
Trail College, Trent University
Box 300, 310 London Street
Peterborough, ON
K9H 7P4
- **Send inter-office mail:**
CUPE 3908
Trail College
Room 203, Stewart House

Some Important Dates

Job Postings

Positions should be posted by the following dates (see s. 5.05.01 of Collective Agreement):

| <u>Academic Session</u> | |
|-------------------------|-------------|
| Fall/Winter | April 1 |
| Winter | September 1 |
| Summer | February 1 |

Offers of Appointment

Offers of appointment should be sent by the following dates (see s.5.12.01 of Collective Agreement):

| <u>Academic Session</u> | |
|-------------------------|-----------|
| Fall/Winter | May 1 |
| Winter | October 1 |
| Summer | March 1 |

CUPE3908 Annual General Meeting

Usually held late October, please see our website (www.cupe3908.org) for this year's date.

Right of First Refusal (p.11)

Requests for evaluations must be submitted within 30 days of course start. Report of results must be delivered to you within 30 days of course completion. Appeals may be made in writing to the Dean of Arts and Science within 10 days of receiving this report.

Health Benefits Claims (p.15)

Must be submitted by May 30th.

Professional Development Fund (p.16)

There are three deadlines during the year, see our website for details

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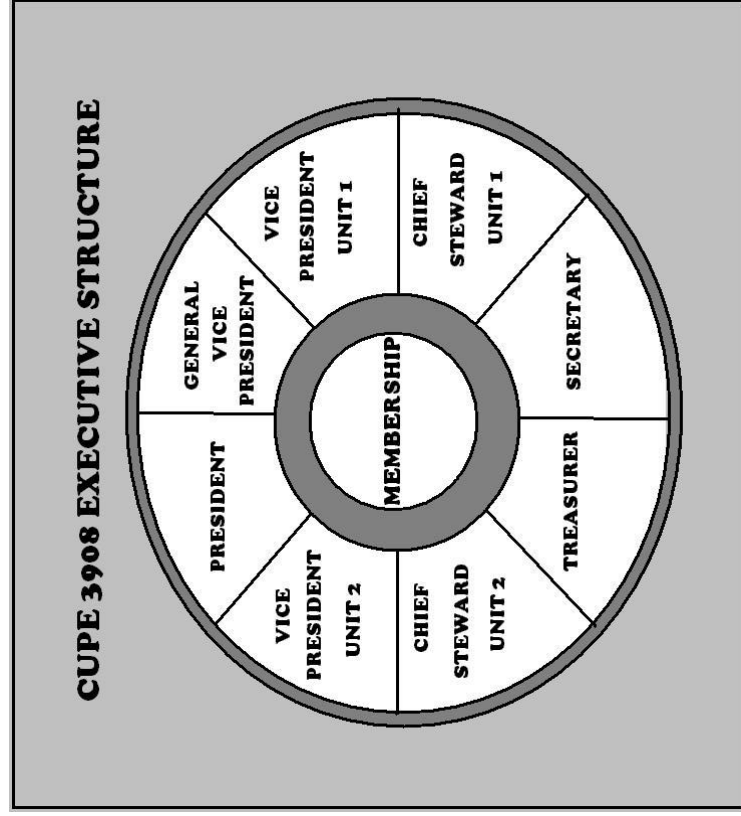
About our union

Structure of CUPE 3908

CUPE 3908 is composed of two Bargaining Units.

Unit 1 includes Contract Faculty (course instructors, some markers, tutorial leaders, workshop leaders, academic counsellors, academic skills counsellors and lab demonstrators).

Unit 2 includes Student Academic Workers (teaching assistants, markers). These are Graduate and Undergraduate students who are also employed at Trent University. Each Unit has its own Collective Agreement with the University.



Union Executive

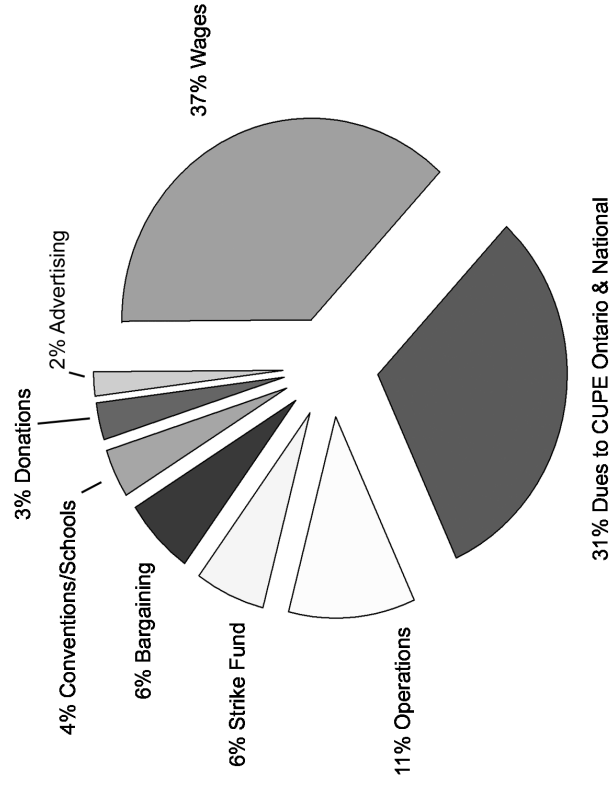
The Local's Executive oversees member interests through interaction and negotiation with university management. Together with the day-to-day operation of the Local, it also administers a professional development fund and the CUPE 3908 Award for Excellence in Part-Time Teaching.

CUPE 3908 finances - Where does your money go?

Income

Our revenues in 2008-9 were approximately \$200 000. 83% of this money comes in the form of union dues. Another 16% is Trent University's contribution as required by our Collective Agreements. The remaining 1% is interest on investments.

Expenses (2008-9 Budget)



Why a union?

Labour unions have been major political organizations throughout the 20th century and are credited with the establishment of a wide range of worker's rights that we now take for granted, including minimum wages, safety standards and the 40-hour work week.

Unions enable workers to enter a relationship of collective bargaining with employers, establishing favourable working conditions, health benefits, rules about hiring and termination, and policies that help to balance the relationship of power.

Part-time and contract workers are amongst the most vulnerable, even in an academic environment like Trent University. While providing in many cases identical services and an equal quality of education, compared to full-time, permanent and tenure-track faculty, part-time workers are paid significantly less and have little job security.

History and evolution of CUPE 3908

CUPE 3908 Unit 1 workers were originally represented by the Canadian Union of Educational Workers (CUEW) Local 8. The CUEW began in 1973 and was certified to represent contract faculty workers at Trent University under the Ontario Labour Relation Act in 1985. The 1994 CUEW Members Manual, describes their 'raison d'être' as "a democratic way to ensure that part-time faculty were not arbitrarily exploited or disposed of." CUPE local 8 signed six agreements with Trent University covering the ten years between 1986 and 1996.

Like many academic locals, CUEW contract faculty workers at Trent joined CUPE in the 1990s. As the largest public sector union in Canada, CUPE was more powerful, more politically active and had more resources than CUEW. Upon joining with CUPE, CUPE local 8 became CUPE 3908. This gave the local a larger profile, affiliations with CUPE National and CUPE Ontario, and

the opportunity to work with academic workers across the province and country.

In 1997, a new agreement was signed between CUPE local 3908 and Trent University, and subsequent agreements have been signed with Trent from 1997 until the most recent Collective Agreement that expires in 2010.

In 1999 CUPE 3908 organized the Student Academic Workers at Trent, and two bodies, Unit 1 and Unit 2 were born.

Restructuring

For years, CUPE 3908 Unit 1 and Unit 2 each functioned with its own executive board, administering its own collective agreement. However, in the summer of 2006, Unit 2 members saw an opportunity to pursue the idea of amalgamating Unit 1 and Unit 2 under one executive.

The idea of having more than one Unit under one executive in an academic local is not uncommon. CUPE local 3903 at York University in Toronto, for example, is very successful having three Units under one executive. Given this, the Unit 2 trailblazers took their proposal to the Unit 1 Executive. At the Annual General Meeting in autumn of 2006, new bylaws were written and passed and CUPE 3908 Units 1 and 2 came together in solidarity under one executive committee.

The benefits of this amalgamation were seen immediately. Bringing the units together has allowed the membership and executive to gain a better understanding of all the different workers in the local, and the unique issues affecting members. Combining office staff and accounting services has also been of great benefit, providing a more stable financial and administrative structure. The amalgamation is very important for the future of collective bargaining as well. Eventually coordinating the duration of Unit 1 and Unit 2 collective agreements will allow all 3908 members to

bargain at the same time, thereby streamlining the bargaining process and increasing solidarity.

Mission of CUPE 3908

1. To protect, maintain, and advance the interests of the members of the local;
2. To regulate relations between the employer and the employees by means of collective bargaining and joint consultation;
3. To assist in improving the quality of education at Trent University through active participation in the determination of teaching methods, curriculum, and course content;
4. To develop and maintain professional standards of skill, to maintain fair rates of pay and terms and conditions of employment for members in recognition of their skill, and to work to ensure work opportunities for member within its jurisdiction;
5. To take such actions as are necessary and/or appropriate to advance the labour movement and social justice as a whole;
6. To organize, educate and mobilize the members of the local such that they actively direct and participate in all the activities of the union;
7. To do all things necessary to attain the above objectives.

CUPE 3908 Committees

In working towards our mission, CUPE 3908 members serve on various committees, including:

- Senate Representative (non-voting): Units 1 & 2
- Teaching Award Sub-Committee: Unit 1
- Presidential Advisory Committee on Human Rights: Units 1 & 2
- Joint Health & Safety Committee: Units 1 & 2

If you would like to become involved, call 775.CUPE (2873) or email info@cupe3908.org.

What's in the Collective Agreement?

collective agreement

–noun

1. the contract, written or oral, made between an employer or employers and a union on behalf of all the employees represented by the union.
2. the schedule of wages, rules, and working conditions agreed upon.

The Collective Agreement (CA) between CUPE 3908 Unit 1 and Trent University not only defines the more obvious aspects of your relationships with Trent, such as rates of pay and durations of sick leave, but also establishes CUPE as your representative and resource if and when your rights are violated. It pays to know what these rights are.

The Unit 1 CA is in effect between September 1, 2007 and August 31, 2010 (alternatively, the Unit 2 CA is from September 1, 2008 to August 31, 2011). During this time, it governs:

- our pay
- the terms of our appointments and reappointments, and
- our performance evaluations.

As well, the Agreement outlines the terms and conditions of:

- all types of leaves
- benefits, and professional development allowances, and
- procedures for resolving conflicts between us and our employer, individually or collectively.

For a copy of the Agreement, with details on everything from academic and personal freedom, to employment equity, to the nitty-gritty wage rates, holidays and the terms for a strike, refer to the Collective Agreement. Copies are available on our website, www.cupe3908.org, or from the office, Room 203, Stewart House, 292 London Street, Peterborough.

Right of First Refusal/seniority

One of the more important rights we have is our Right of First Refusal (RFR). In many ways, this is the closest thing to "seniority" that we have. Once a member has Right of First Refusal for a given position, they must be offered the appointment each time that position is posted.

However, Right of First Refusal is not a right that a department can grant – it is a right that a member must claim for him/herself. Right of First Refusal can be accorded to members for the positions of Course Instructor, Tutorial Leader, Workshop Leader, and Clinical Instructor-Nursing.

In order to claim Right of First Refusal for a position, a member must have:

- held and completed the position twice, at least once in the fall-winter session;
- requested a formal evaluation from your department twice and been evaluated as at least "generally satisfactory" the first time and at least "fully competent" the second.

To obtain a formal evaluation, members must make a written request to their department Chair within the first four weeks of the appointment. Making this written request within the time frame is crucial. Once requested, the department is required to give a written formal evaluation within 30 days after the appointment is completed (or by Sep 30 for summer courses). Formal evaluations may or may not include classroom visits by the Chair. This is entirely at the Chair's discretion. For more on the evaluation procedure, see Section 5.08.04 of the Collective Agreement.

Somewhat different rules apply regarding evaluation for members working for the Academic Skills Center. See section 5.09 in the Agreement for details. Eligibility for course assistants and Language Assistants for RFR are subject to the process outlined in Appendix I of the Collective Agreement.

Right of First Refusal is yours, and cannot be lost unless:

- a member has not held any positions with the department at the same level or higher over 24 continuous months;
- the course in question hasn't been offered for five academic years;
- your performance in the position deteriorates significantly upon subsequent appointments.

If, at a further evaluation, your performance is evaluated as less than competent, you will be given written notice and asked to meet with the Chair to discuss ways to improve performance. If on a subsequent appointment, you are evaluated as less than fully competent, you will lose the claim to RFR on that position.

For information on Competing Claims for Right of First Refusal, as well as further information on hiring practises and job protection, see section 5.08 of the Agreement, the FAQ section of the website, or call the CUPE office at 705.775.CUPE (775-2873).

Grievance processes

If you are experiencing problems in your workplace, you should contact your Union representative **as soon as possible**. Some of the issues that your Union can help with include:

- Disagreements over job duties (e.g. being asked to work more hours or do work other than what you were hired to do)
- Payroll issues (e.g. being underpaid, being paid late)
- Hiring queries (finding out why you didn't get a job for which you applied)
- Discrimination
- Harassment
- Conflicts with your supervisor
- Failure to honour provisions of your contract
- Accommodation required due to disability

Confidentiality: All issues discussed with your Union representative are confidential, and may not be disclosed without your permission. Initially, your Steward will record the details of your complaint, and advise you of options for resolving it.

Before a formal grievance is filed, reasonable efforts should be made to discuss and resolve the dispute. A member who believes they might have a grievance should normally discuss the matter with their immediate supervisor, within twenty (20) working days of the incident or original circumstance giving rise to the complaint. A Union official can accompany the member at this stage, at the member's discretion. If you have any concerns about discussing a potential grievance with your supervisor, contact your Steward or the CUPE office (see below).

The grievance process has a total of four phases, each more formal than the previous one. A Grievance Officer will work with you through the entire process and ensure that all concerns are

addressed at the level most appropriate. There are time limits for filing grievances, which is why it is important to contact your Union as soon as possible. However, even if you think that too much time has passed, it may still be possible to resolve your issue—call your Steward or the CUPE office.

In addition to individual grievances, there is provision in the Collective Agreement for the union to file group and policy grievances. To reach us, call 705.775.CUPE (775-2873).

Resources within the Local

Our Local is rich with knowledge about working at Trent, and about navigating the sometimes murky waters of administrivia.

Some of the resources within the Local include:

- The Professional Development Fund
- health benefits
- grievance procedure
- collective bargaining
- workplace safety information
- discrimination, harassment and human rights policies
- executive board and officers
- office manager
- accounting and trustees
- solidarity

Benefits and Opportunities

There are many opportunities and benefits to working as a member of CUPE 3908's Unit 1. Some you should know about are:

Health Benefits

All CUPE Unit 1 members **who have an appointment that exceeds three months and have no other coverage** (through other employment or your spouse) are entitled to claim up to \$600 towards certain health care expenses for themselves and their dependents per academic year (September 1 to April 31). These expenses include medication prescribed by a doctor or dentist, basic dental care, and eyewear. For more details, see the claims form on our website (see below) or call us.

The Health Benefits Fund is currently capped at \$30,000 for 2009. This means that once \$30,000 has been claimed (for example, by 60 members each claiming \$500), the fund is depleted and no further claims can be reimbursed. For this reason, we encourage you to claim expenses as soon as possible. CUPE 3908 is in the process of working to raise the amount, and the breadth of care available. See the benefits section at www.cupe3908.org for full details.

To make a claim, you must submit a claim form along with original receipts to Campbell and Company. To get a health claim form, download one from the forms section of our website or call the CUPE office at 705.775.2873 (775-CUPE) and request one to be mailed to you.

If you require more comprehensive health insurance than the Health Benefits Fund provides, and you meet the criteria above, you can buy into the university's extended health/dental care plan at your own expense. Call us or visit our website for more information on the costs, coverage, and procedure for buying into this plan.

The Professional Development Fund

Every year CUPE disburses \$21,000 to its members via the Professional Development Fund (PDF). Members are entitled to apply for up to \$1500 per year. A call for submissions is sent out three times per year, for summer (1); fall (2); winter (3) deadlines, via email and regular mail (for those without email accounts on file at the union office).

The PDF is **not** a competition. If an application meets the criteria, funds will be disbursed. The amount available for distribution is dependent on the number of applicants in a given season.

To qualify for the Professional Development Fund, members need to have held a position of 100 hours or more, for a period of three months or more. The Fund is not available to members replacing someone in a position, or to graduate students. The Fund is available to those on educational leave.

Right of First Refusal

For information on your Right of First Refusal, refer to the section on 'Our Rights'

Teaching Awards

Students, faculty, alumni and staff are invited to nominate Unit 1 members for the CUPE 3908 Award for Excellence in Teaching each year. Nominated members are those who have a strong impact on students' learning, demonstrate outstanding and inspirational teaching, and demonstrate excellence in the classroom.

Unit 1 part-time instructors are also eligible for the Symons Teaching Award. Visit www.trentu.ca/teachingawards for more details.

Tuition waiver for family members

If you hold Right of First Refusal or have been employed for at least three previous academic sessions, your spouses and children can have their tuition waved for undergraduate and graduate studies. The waiver covers the equivalent of undergraduate fees and does not include ancillary fees.

Travel costs / Provisions for travelling to Oshawa

Though this is not a facet of the Collective Agreement, if a CUPE member is teaching in Oshawa, Trent provides transportation. The trip is about 40 minutes long. For more information, or to arrange transportation, call Julian Blackburn College (JBC) at 748-1011 x1229.

Claiming Mileage

Members who commute from out of town can claim mileage expenses. Expense forms are available at department offices and are dealt with in accordance with current university practices. If any member has an issue with obtaining expense forms, receiving compensation or any other information about claiming mileage, please contact the local immediately.

Appendix: Common Abbreviations

CUPE 3908

CA: Collective Agreement
PDF: Professional Development Fund
RFR: Right of First Refusal

Legislation & bureaucracy

OHSA: Ontario Health and Safety Act
ESA: Employment Standards Act
OLRA: Ontario Labour Relations Act
EI: Employment Insurance
CPP: Canada Pension Plan
ROE: Record of Employment

Unions & affiliated labour organizations

CUPE: Canadian Union of Public Employees
OPSEU: Ontario Public Service Employees Union
TUFA: Trent University Faculty Association
CAUT: Canadian Association of University Teachers
PDLC: Peterborough District Labour Council
OUWCC: Ontario University Workers Coordinating Committee
GSA: Graduate Students Association
TCSA: Trent Central Student Association

Trent administration

BOG: Board of Governors
PEG: President's Executive Group
HR: Human Resources
CASSC: Colleges and Student Services Committee

Colleges and campuses

JBC: Julian Blackburn College
CC: Champlain College
TC: Traill College
LEC: Lady Eaton College
OC: Otonabee College
GC: Gzowski College
UOIT: University of Ontario Institute of Technology (Trent Durham Campus)

