



**WLUSA**

**RATIFICATION  
MEETING**

Wednesday, July 5<sup>th</sup>, 2023





# AGENDA

1. Land Acknowledgement
2. Appointment of Anti-Harassment Officer
3. Housekeeping
4. In-Camera Presentation and Discussion regarding disclosure of tentative agreement
5. Rise and Report for In-Camera Session
6. Voting





# LAND ACKNOWLEDGEMENT

We acknowledge that Laurier is on the  
traditional territory of the  
Haudenosaunee,  
Anishnawbe, and Neutral peoples and  
on the Haldimand Tract.

I am grateful to be able to live and work  
on this land.





# Appointment of Anti-Harassment Officer

## Anti-Harassment Declaration

Let us not take thought for our separate interests but let us help one another.

A member of OSSTF has the right to an equitable work and union environment free from the destructive effects of discrimination and harassment.

Anyone who feels targeted by harassment or discrimination must be able to speak up and know their concerns will be responded to immediately in accordance with OSSTF Policies and Procedures which are available on the provincial website.





# Housekeeping - Hybrid

All attendees must wait for the meeting moderator to acknowledge you, before you can speak.

Zoom participants are on mute. You must use the raise hand gesture in order to queue up in the participants pane to speak.

In-person people must queue up behind one of two microphones located in the room so that all attendees can hear you.

You do not need to queue up at this time. After the presentation, there will be a session to ask questions for clarification.

There is a **Hard stop at 4:00 pm**, to conduct voting.



# What does “in-camera” mean?

In-camera is described as a closed meeting that covers information not recorded in the minutes or divulged to the public. Such sessions may discuss personnel, financial, or other sensitive decisions that must be kept secret.

This meeting is confidential. If you are not a Member or an employee of OSSTF and its local bargaining unit WLUSA, you must leave this meeting now.



# MOTION

Be it resolved that WLUSA membership and its invited guests go in-camera to receive a presentation and discuss the tentative agreement between WLUSA and The University.

Moved by: Lauren Bourdages

Seconded By: Jayne Kelso



# Recap

- CBC met 16 times between October 2022 and April 2023 to develop and analyze a survey to serve as a mandate from our Members.
- May 23<sup>rd</sup>, 2023 the Brief Proposal was presented to the membership.
- The table team met with the University nine (9) times exchanging proposals between May 2023 and June 23<sup>rd</sup>, 2023 to reach this tentative agreement.





# Article 3

- Reduction in print copies of the CA in favor of electronic format
- Clarity that all Members have the right to participate in the Association activities
- No more bulletin boards.
- Release Time for General Meetings increased
  - **NEW** start time is **3:30 pm** on the last Wednesday of September, November, January and March



# Article 9

- Increased time for New Member Orientation Sessions
  - 30 minutes to 60 minutes.



# Article 11

- Removed requirement to post HR content to bulletin boards (i.e., seniority list, job postings) in favor of electronic postings.



# Article 12

- 12.1.9 and 12.1.10 for Temporary Position/Appointments (aka people in the floater pool) changed from 70 working days to 70 days worked.
- 12.1.10 increased lieu of benefits for Temporary Position/Appointments
  - From 4% to 5%
- 12.2.1 (Probationary Period) and 12.8.3 (Trial Period) updated to reflect new letter salary bands.
- 12.7.8.1.2 increased the length to return from a limited-term management position from 12 months to 24 months



# Article 14 – Priority Placement

- Clarity on compensation practice for people who reactivate priority placement (14.3) after accepting a Limited-Term Position.
  - **NEW:** When Priority Placement is re-activated, the member will receive the salary they were earning at the time their position was made redundant, or the salary they are earning in the limited term, whichever is higher



# Article 16 – Recall Rights

- Requirement to send notice to recall workers by registered mail removed in favor of electronic means (16.3).
- 16.5, when recalled to a position that is at a lower grade level, the person will receive salary for that position.
  - Previously, the member would be earning their former higher rate if applicable for 12 months into the position they were recalled into before the lower salary adjustment would take place.



# Article 17

- The unintentional offensive vulgar slang word has been removed from the Job Evaluation Submission process and replaced with intended term “shall”.



# Article 18

- Replaced several instances of the term equity “seeking” groups with equity “deserving” groups





# Article 19 - (OLA Bill 26)

- 19.4.1.ii - Updated part of the sexual harassment definition to read:

“Sexual harassment includes conduct of a sexual nature such as, but not limited to, sexual ~~assault~~ **misconduct**, verbal abuse or threats, unwelcome sexual invitations or requests, demands for sexual favours, or unwelcome and repeated innuendos or taunting about a person's body, appearance or sexual orientation, and **may** constitute sexual harassment when ...”



# Article 19

- Replaced several instances of “Dispute Resolution & Sexual Violence Support” with “Office of Human Rights and Conflict Management” due to renaming of the department.



# Article 20

- Modernized 20.3 formally Video Display Terminals with:

## 20.3 Continuous Visual Work

20.3.1 Members who are required to conduct visual work continuously, in a concentrated manner, either through prolonged screen-time or other task(s) that require visual stimulation, will be provided an opportunity to engage in alternate work duties once per hour.



# Article 20

- 20.5.3 under Ergonomics we removed language about a manager providing a response to changing it to read “The manager will meet with the Member to discuss an appropriate action plan based on the recommendations within thirty (30) calendar days ...”
- Contains updated language for clarity that SHERM conducts the ergonomic assessments.
- Updated 20.6.4 to department reference to read Office of Human Rights and Conflict Management



# Article 22

- 22.2.4 - Housekeeping item to reflect the definition of Part-Time Members with continuing status is 910-1249 regular scheduled working hours per year when determining eligibility to receive domestic tuition fees
- 22.1.2 updated to reference the new “Summary of Annual Performance Form”



# Article 23

- 23.10.2 (On-Call) appended “...as soon as possible within sixty (60) minutes if work can be conducted remotely.”
- 23.11.3 (Call Back) removed reference to manager and telephone to read “If a Member is **required** to **perform critical job duties**, from their home or from a remote location or to **engage in a conversation** to conduct work, the Member will **respond to issues related to their designated area of support** and will be paid ....”
- 23.2.5.i updated to allow a schedule change when its “..**mutually** agreed upon by the Member and Manager...”



# Article 25 - Leaves

- Housekeeping changes removing gendered language in favor of gender-neutral references and corrections to renumbering errors from the last changes to the CA.
- 25.1.5 updated language to clarify that the Member must give notice to their supervisor if they are **not returning** from their leave **or** if they are **returning prior to the original date of return**.
- **NEW** 25.10.X Paid Holidays and Floater days will not count towards time-limited periods within the collective agreement including, but not limited to Trial Period, Probationary Period, Temporary Positions.

# Article 25

- 25.9 updates removing specific positions and clarity on the closure of **physical** campuses
- 25.9.5 updated for members who do not provide on campus essential services (defined by 25.9.3 and 25.9.7) will work remotely if operationally feasible.
- **NEW** 25.9.7 The University shall maintain a confidential up-to-date list of Members providing essential services and provide a revised copy to the Association within seven (7) days of any change.





# Article 25

- 25.11.1.2 for Pregnant members, replaced “...immediate Supervisor...” with “Human Resources” that may request a document from the Member’s treating practitioner stating the estimated birth date.
- 25.11.4 change of compensation practice from compensating members as defined by the EI “Extended Parental” with EI “Standard Parental” leave.
- 25.11.4.8 Appended “The Member will be required to repay the University in either a lump sum or equal instalments over a maximum period of 12 months.” should a member not return to work under some conditions.

# Article 25

- **NEW** 25.12.2 In addition to the entitlement available under Article 25.12.1 (Personal Leave), two (2) additional days of leave, without loss of compensation and benefits, may be taken by Members for the purpose of the observance of religious / creed-related holidays that are not identified as Paid Holidays under this Collective Agreement.



# Article 25

- 12.16 Sick Leave – updated reimbursements to \$50 dollars per certificate required by the University.
- Updated the form name from Medical Certificate of Disability to Medical Information Form.
- 12.16.2.iii removed “..where this is no other care available”
- 25.16.7 added language to clarify if an absence is due to illness or injury occurring within 30 days of a Member returning to regular hours and duties from the original absence, that is classified as a continuation not a new absence.



# Article 25

- 25.16.8 should a Member exhaust their short-term sick leave balance, and the Member did **NOT** enroll in the University Long-Term Disability Plan, the Member has an option to request a Leave of Absence without Compensation as per Article 25.1.



# LOU's

- Removed:
  - NEG-17-006 Federal Budget Changes related to Pregnancy Leave
  - NEG-20-002 Working From Home Joint Steering Committee
- Renewed:
  - SA-03-001: Supervisory Accountability
  - SA-05-002: Contractors - Revenue Canada Guidelines
  - NEG-11-009: New Campuses
  - NEG-11-012: Medical Certificate of Disability
  - NEG-14-002: Police Criminal Record Checks and Credit History Checks



# LOU's

- Renewed Continued:
  - NEG-14-003: Seniority Calculation
  - NEG-14-004: EI Premium Reduction Program
  - NEG-14-008: Pension Plan 1:1 Threshold
  - NEG-14-009: Exclusions from the Bargaining Unit
  - NEG-14-010: Pay Equity
  - NEG-14-011: Post-Retirement Benefits
  - NEG-17-002: Job Security
  - NEG-20-001: Professional Development Fund
  - NEG-20-003: Parking User Experience Group
  - NEG-20-004: New Joint Job Evaluation Plan Project
  - NEG-20-005: Cognos Reporting
  - NEG-20-006: Research Support Funds



# LOU's

- **NEW NEG-23-001** Joint Job Evaluation & Pay Equity Steering Committee will meet with Human Resources to discuss and update the Maintenance Plan, with a commitment to have the work completed within six (6) months of ratification of this Collective Agreement. LOU with updates to Article 17 expected after the Maintenance Plan is updated.
- **NEW NEG-23-002** The Medical Information Form (previously known as the Medical Certificate of Disability) ... The Parties agree, within 30 days of ratification, to meet and discuss the Form, and potential modifications.



# Appendix E

- **NEW** International Students Overcoming War (ISOW)
  - Requires unique experience to qualify for the ISOW Assistant position.
    - hired or renewed as limited term positions for a period of up to 24 months.
    - will not be subject to Internal Postings (Article 12).
- **NEW** Lab Technician and Cartographer (Geography)
  - out of province travel.
  - Defined hours of work and travel conditions for work done in the Northwest Territories.







# Time for the BIG items!

Remote Work - Benefits – Compensation



# Article 23

- Updating Label to replace “Working From Home” with “Remote Work”
- **NEW** LOU SA-23-00X – updated LOU SA-22-006 outlining an appeals process and access to Union support to aid Members through the process.



# Article 26 Benefits

- Deleted 26.7 Guaranteed Housing Loan
- 26.1.6 increased salary in lieu of benefits from 4% to 5% for Part-Time Members scheduled to work few than 910 hours per year. (same as Temporary Positions 12.1.10)
- Status Quo with WLUFA's Full-Time Collective Agreement 28.3 prescribing AC facility rates. TBD



# Article 26 Benefits

- 26.6 Parking
  - Allowed reduction of spaces from 925 to 800 in Waterloo and 29 to 25 in Kitchener.
  - Allowed reduction to gold lot enforcement hours to Monday through Friday from 7am until 6pm.
  - WLUSA Gold Parking Rates (Currently \$20.06 bi-weekly)
    - July 1<sup>st</sup>, 2023: 2.5%
    - July 1<sup>st</sup>, 2024: 2.5%
    - July 1<sup>st</sup>, 2025: 2.5%



# Article 26 Benefits

- **NEW** 26.1.7.1 implement **Prior Authorization** on prescription drug coverage;
- 26.1.8 The University shall reimburse the Member for the cost of the Request for Brand Name Drug Coverage **and the Prior Authorization Drug form**, to a maximum of ~~\$30.00~~ 50.00 per form.
- In exchange for Benefits Enhancements:
  - Coverage for Vaccines - \$3,000 lifetime maximum
  - Obesity (weight loss) Drugs – increase coverage to \$5,000 lifetime



# Article 28 Compensation

- 28.4.2 (Promotions and Transfers) In those situations where a Member is requested to temporarily take on all, or a significant part of the duties and responsibilities of a position of a higher grade level, the Member will receive acting pay, which is defined as follows:
  - (a) a premium of five percent (5%) of their regular hourly rate **or a premium of eight percent (8%) of their regular hourly rate, for tasks that are more complex, specialized skills or supervisory in nature** or
  - (b) the minimum of the salary band for the work being performed, **whichever is greater.**

# Article 28 Compensation

- Article 28: Compensation
- 28.1.4 Members in Temporary Positions/Appointments will be paid according to the following:
  - 28.1.4.1 When hired to replace a Member who is absent and, if required to perform the essential duties, the Member in the temporary position/appointment will be compensated at step 1 of the grade level of the absent Member.



# Article 28 Compensation

- 28.1.4.2 When hired to perform temporary work not normally associated with a Member's continuing position, the rate of pay will be, in accordance with the level of difficulty of the tasks or the qualifications required:
  - (i) Minimal Skills and Experience Required - \$17.25
  - (ii) Moderate Skills and Experience Required - \$22.00
- 28.1.4.3 Rate of pay in Article 28.1.4.2 will receive the same percentage increase as per Article 28.2.1.



# Article 28 Compensation

- 28.2 Salary Adjustment
  - 28.2.1 During the term of this Agreement, the salary grid will be adjusted as follows:
    - (i) Effective July 1, 2023 – 3.0% increase
    - (ii) Effective July 1, 2024 – 3.0% increase
    - (iii) Effective July 1, 2025 – 3.0% increase





# Questions for Clarity

In-person people please que up behind a microphone.

Zoom people, please que up by using the raise hand gesture.

Please wait until the meeting moderator recognizes you before you speak.

Remember to say your first and last name first before you ask a question.

**Hard stop at 4pm**





# Rise and Report

## **MOTION:**

Be it resolved that the Membership and its invited quest rise and report from an in-camera session regarding a tentative agreement between WLUSA and the University.

Moved by: Jayne Kelso  
Seconded by: Lauren Bourdages





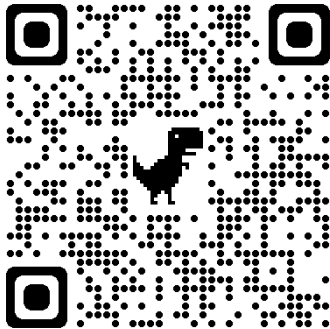
# Voting Procedures:

- Zoom attendees will vote by online poll.
- In-person attendees will vote by ballot.
- Results will be tabulated in accordance with WLUSA Bylaw 14.3
- Results when known will be communicated as pass or fail as per WLUSA bylaw 14.3.3.2.

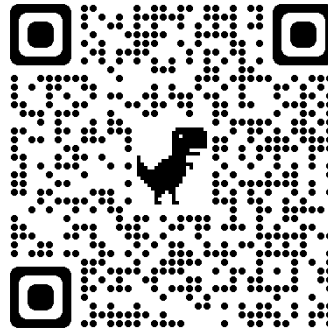


# Voting:

- Voting Ends 4:30pm or earlier
- Follow us on Instagram or Twitter for the ratification vote results:



[https://twitter.com/WLUSA\\_OSSTF](https://twitter.com/WLUSA_OSSTF)



[https://www.instagram.com/wlusa\\_osstf/](https://www.instagram.com/wlusa_osstf/)