Executive Summary

The main objectives of the negotiations to renew the collective agreement between CUPE 2626 (the employer) and Solidaria (the union) were to simplify language and processes. The new agreement covers the period between September 1, 2017, and August 31, 2020. The pursuit of greater clarity lead to, among other things, the addition of the words, “equalitarian, equitable and collaborative,” as an expression of the working relationship between CUPE 2626 and Solidaria. Further, in the spirit of equity and with the aim of bettering services offered to members of CUPE 2626, the parties negotiated the creation of a new position, Coordinator of Finance and Administration. The executive committee of CUPE 2626 and Solidaria hope that members of CUPE 2626 will accept the new collective agreement during the next General Assembly.

Negotiations

The president, Xavier P-Laberge, the Vice-President, Ro Dineen and the Treasurer, Aia Rafaat, partook in the negotiation process with Solidaria as of the summer 2017. Negotiations proceeded in a spirit of collaboration and mutual respect. After many meetings, an agreement in principle was signed on January 16, 2018. Judicial advice confirmed that the collective agreement conformed to legal standards on January 10, 2018.

Objectives and Results

One of the main objectives of the negotiations was to simplify language and processes. As a result, the new collective agreement now includes only one procedure for grievances for the Employer and the Union, instead of a procedure for each party. In addition, the process for employee evaluations has been simplified. Henceforth, evaluations will occur annually instead of biannually. The latter will take place in consultation with the officers that work closest to the employee being evaluated. There has also been a simplification to the Pension Plan fee schedule such that it is now aligned with the requirements of The Multi-Sector Pension Plan (MSPP).

A number of modifications have also been made to the paid leave benefits. Firstly, all leave benefits that existed in the previous Collective Agreement have been brought together under one umbrella. The total number of paid leave benefits has not changed, however. The language around non-paid leave has been
simplified. Further, modifications were brought to the procedure around transfer leave to include a probationary period followed (or not) by a promotion. Finally, to enhance coherence and consistency, holiday dates during fall and winter sessions now correspond to the way the University of Ottawa presents this information.

Article 17 on working hours also underwent a number of modifications. Regulations around overtime have been clarified and limited. The way overtime is calculated for part-time employees has been clarified to include all weekly hours beyond what the employee has agreed to in their contract.

A second component of the negotiations included changes that enforce current legal employment standards, including protection against abusive and unreasonable firing practices, as well as greater clarity in regard to vacation hours not used by the end of a year of service. In addition, modifications were brought to articles 22 and 23, including (a) the inclusion of protective policies for an employee who might experience complications nearing the end of a pregnancy; (2) the inclusion of employment standards that conform to Ontario Law in the event of a miscarriage or stillbirth which ensures the employee is entitled to pregnancy leave; (3) a longer period of pregnancy and parental leave in order to align ourselves with current legal employment standards imposed by Ontario’s Bill 148.

Finally, in the spirit of equity, a number of modifications have been introduced that affect the employees of CUPE 2626. For example, since temporary employees do not have access to health and pension benefits, we now offer a financial compensation to offset the lack of these important social benefits. In addition, seniority is accumulated on a yearly basis instead of the accumulation of 1820 consecutive working hours. Flexible policies in regard to diverse parental needs (longer or shorter leaves, lighter workloads, etc.) have been introduced. Finally, employees working late at night (after 8 p.m. in the winter and past 9 p.m. the rest of the year) will henceforth see their transportation costs reimbursed.

The final segment of the negotiations included the creation of a new position, that of a Coordinator of Finances and Administration. This position will guarantee the proper functioning of CUPE 2626 by maintaining internal stability between executive mandates as well as by responding to, and protecting, the needs CUPE 2626 members. Indeed, in the last round of negotiations between CUPE 2626 and the
University of Ottawa, members of CUPE 2626 won a health and dental fund of $40,000 annually to assist with expenses that are not covered by their insurance plan. The new position will assist in managing this, as well as all other, funds offered to CUPE 2626 members, including the emergency fund, the conference fund, the financial aid fund and the solidarity fund.

The current Administrative Assistant will transition into this new position, with the expectation that they will take on full responsibility and salary by 2019. As of September 1, 2017, the new position’s hourly pay will increase to $25.51/hr ($23.46 + 8.75%). As more responsibilities are added to the job, the rate will increase to $27.81/hr on September 1, 2018. It will then increase to $30.60/hr on September 1, 2019, when the transition will be complete. This will bring the salary of the Coordinator of Finance and Administration to the same level as the other three Coordinator positions. The other employees of CUPE 2626 have accepted to lower their yearly salary increases to 1% instead 2% for three years in order to offset the costs associated with the creation of the new position.