**Bargaining Proposals, 2023–26**

**CUPE 3903 new proposals presented at bargaining November 17, 2023**

*CUPE 3903 proposals are tabled without prejudice to the Union’s tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations, and the Union’s interpretation of collective agreement language in any current or future grievance. Unless otherwise agreed any article or provision expiring during the life of the 2020–2023 Collective Agreement is hereby renewed.*

**New language, with respect to the 2020-2023 CA**

| **NEW proposals presented at the bargaining table, November 17, 2023.** |
| --- |

NOTE: The {!} symbol follows the Universal Design for Learning principle of adding a visual/text marker in addition to colour changes for accessibility. It is not part of the text of proposed changes.

The proposal numbers refer to the location of the proposals in the Bargaining Proposals Comparative Chart dated 17 November.

| UNIT 2 PROPOSALS [NEW as of November 17, 2023] | | | | |
| --- | --- | --- | --- | --- |
|  | **UNIT Article # Title** | **CA Language 2020–23** | **Description of Changes and/or Rationale** | **CUPE Latest Proposal** |
| 59. | **U1 & U2 10.5**  **U3 15.08**  **Protection from Technological Change** | **[NEW]** | Enhances protection against technological changes affecting bargaining unit work | ***[November 17, 2023]***  ***[U1]***  **10.05.7 Protection from Technology Changes**  **No employee in the bargaining unit shall suffer a reduction of regular earnings as a result of any technological change introduced during a work assignment.**  **10.05.8 The Employer will not, without training, require an employee to use technological skills other than those agreed to at the time of hiring. The Employer shall bear all costs associated with the training. Any such employer-required training shall be paid at the tutor 3 rate.**  **10.05.9 Where there are changes in new or existing practices with respect to computing and information technology that, if implemented, will directly affect employees and/or conditions of employment, the union should receive written notification a minimum of 90 days prior to any such changes (e.g., any plan to significantly change methods of course delivery).**  **10.05.10 Immediately following the written notification a minimum of 90 days prior to any change in existing practices with respect to computing and information technology, the employer and the union will discuss establishing a Joint Committee to consider the implications of this new technology and to make recommendations to the Employer, including suggestions for minimizing any negative impact to employees directly affected by the changes.**  –  ***[U2]***  **10.05.6 Protection from Technology Changes**  **No employee in the bargaining unit shall suffer a reduction of regular earnings as a result of any technological change introduced during a work assignment.**  **10.05.7 The Employer will not, without training, require an employee to use technological skills other than those agreed to at the time of hiring. The Employer shall bear all costs associated with the training. As in 10.04.5, any such employer-required training shall be paid at the tutor 3 rate.**  **10.05.8 Where there are changes in new or existing practices with respect to computing and information technology that, if implemented, will directly affect employees and/or conditions of employment, the union should receive written notification a minimum of 90 days prior to any such changes (e.g., any plan to significantly change methods of course delivery).**  **10.05.9 Immediately following the written notification a minimum of 90 days prior to any change in existing practices with respect to computing and information technology, the employer and the union will discuss establishing a Joint Committee to consider the implications of this new technology and to make recommendations to the Employer, including suggestions for minimizing any negative impact to employees directly affected by the changes.**  --  ***[U3]***  15.08 TECHNOLOGY  **15.08.1** Where communication and the dissemination of information are deemed  indispensable to the normal functioning of the faculty councils or departments/  divisions (e.g., the scheduling of Senate, Council, departmental and/or course  meetings), hard copy versions of this information shall be posted and readily  accessible to all CUPE members of the appropriate body.  **15.08.2** Where on-line applications are required for internal bursaries, scholarships or  awards administered by the Faculty of Graduate Studies, hard copy versions  of these application forms will be made available to the union at their request  on behalf of specific CUPE 3903 employees for whom on-line access is not  reasonably available. No Unit 3 employee’s application will be rendered  ineligible owing to difficulties with internal electronic applications.  **15.08.3** If a graduate assistant is unable to perform assigned duties due to a lack of  technological skills or knowledge they will be assigned different duties or a  different graduate assistantship, with no reduction in their remuneration under  Article 10.02.  **15.08.4 Protection from Technology Changes**  **No employee in the bargaining unit shall suffer a reduction of regular earnings as a result of any technological change introduced during a work assignment.**  **15.08.5 The Employer will not, without training, require an employee to use technological skills other than those agreed to at the time of hiring. The Employer shall bear all costs associated with the training. Any such employer-required training shall be paid at the tutor 3 rate.**  **15.08.6 Where there are changes in new or existing practices with respect to computing and information technology that, if implemented, will directly affect employees and/or conditions of employment, the union should receive written notification a minimum of 90 days prior to any such changes (e.g., any plan to significantly change methods of course delivery).**  **15.08.7 Immediately following the written notification a minimum of 90 days prior to any change in existing practices with respect to computing and information technology, the employer and the union will discuss establishing a Joint Committee to consider the implications of this new technology and to make recommendations to the Employer, including suggestions for minimizing any negative impact to employees directly affected by the changes.** |
| 93. | **Letter of Intent** | **[NEW}** | IPAL job description: classifies IPAL instructors as Team Lecturers | ***[November 17, 2023]***  **LETTER OF INTENT–IPAL TEAM LECTURERS**  **The parties agree that members assigned sole or principal responsibility for the presentation of courses within the Integrated Physical Activity for Life (IPAL) program within the School of Kinesiology and Health Sciences shall be classified as Team Lecturers (in accordance with article 10.04.2). For the purposes of calculating salary and experience, it is recognized that three 8-week sections of 1.5 student contact hours per week in fall/winter constitute a 0.5 Type 1 position.** |
| 94. | **Letter of Understanding** | **[NEW]** | LoU deems PKIN instructors qualified for IPAL positions reasonably connected to area of specialization or courses taught | ***[November 17, 2023]***  **LETTER OF UNDERSTANDING– PKINs**  **Notwithstanding the required and preferred qualifications, a candidate who has held a position as a PKIN instructor within the past 36 months shall be deemed to meet both the required and preferred qualifications for positions in the IPAL program, provided their area of specialization or the courses they have previously taught are reasonably connected to that of the position. For candidates who are members of the Affirmative Action Pool or members of one or more equity-seeking groups, the time will be increased to 42 months.**  **Note for clarity: “reasonably connected” means falling within a general category of body-based or movement practice or skill. For example: pilates, tai chi, ballroom dance, meditation, swimming, yoga, tennis, first aid, etc.** |
| 83. | Article 15 – General  **15.32 Credentials Leave** | **[NEW]** | Provides course release for leave to update credentials after 5 years of employment in the bargaining unit | ***[November 17, 2023]***  **15.32 Credentials Leave**  **After 5 years of service within the bargaining unit, members shall be entitled to a leave to update their credentials and may elect one of the following options for their proposed credentials leave:**   * **Option A—Two consecutive semesters of leave at a rate of 3.0 FCE pay and the equivalent APE** * **Option B—One semester of leave at a rate of 1.5 FCE pay and the equivalent APE o**   **Credentials leave may be preceded by a non-teaching semester for a total of up to four consecutive semesters of leave.**  **During the credentials leave, members would receive all the benefits they would otherwise receive if they were teaching.** |
| 89. | **ARTICLE 27 COMPENSATION FOR RESTRUCTURING** | **[NEW]** | Compensates for work lost due to restructuring | ***[November 17, 2023]***  **ARTICLE 27 COMPENSATION FOR RESTRUCTURING**  **Employees in a hiring unit undergoing restructuring will be compensated for loss of work intensity due to this restructuring. In order to be eligible for this compensation, members must meet the following requirements:**   1. **Have a minimum average annual teaching intensity of 1 Type 1 or equivalent positions over the previous 5 contract years,** 2. **Have been offered 2/3 or less of their average number of Type 1 or equivalent positions based on the previous 5 contract year period** 3. **Have applied for bargaining unit positions in accordance with their “normal” historical application profile and shall have been available for appointment to these positions.**   **Members who meet these requirements shall receive a one-time payment of 1/2 of the rate for each position less than their average number of Type 1 or equivalent positions over the previous 5 contract years.**  **For example, if an employee who meets the requirements 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 the employee will receive 1/2 of the rate for 1 Type 1 or equivalent position.** |
| 77. | Art. 15.15 Research Leaves | **[\*\*RESERVED\*\*]** |  | ***[November 17, 2023]***  **[\*\*RESERVED\*\*]** |
| 95. | **Job Stability** | **[NEW]**  **[\*\*RESERVED\*\*]** |  | ***[November 17, 2023]***  **[\*\*RESERVED\*\*]** |
| 84. | Art. 23.04 Conversions/Affirmative Action Pool | **[\*\*RESERVED\*\*]** |  | ***[November 17, 2023]***  **[\*\*RESERVED\*\*]** |
| 85. | Art. 24 LSTAs | **[\*\*RESERVED\*\*]** |  | ***[November 17, 2023]***  **[\*\*RESERVED\*\*]** |
| 87. | NEW Art. 25 TCAs | **[NEW]**  **[\*\*RESERVED\*\*]** |  | ***[November 17, 2023]***  **[\*\*RESERVED\*\*]** |
| 88. | NEW Art. 26 LSSP (formerly TLSP) | **[NEW]**  **[\*\*RESERVED\*\*]** |  | ***[November 17, 2023]***  **[\*\*RESERVED\*\*]** |