**2024-01-17 CUPE 3903 Bargaining Counterproposals**

***Guide to formatting of text in proposals in this table:***

**New language, with respect to the 2020-2023 Collective Agreement (CA)**

*New language, with respect to the previous pass of the party*

~~Language that has been removed, with respect to the 2020–2023 CA~~

*~~Language that has been removed, with respect to the previous pass of the party~~*

Highlight in green parts (or all) of text that we and the ER agree on.

| Counterproposals approved by Bargaining Team to be presented to the Employer in bargaining in January 2024. |
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**Notes on the organization of the chart:**

* The date of the latest version of a proposal presented at the bargaining table is indicated in square brackets in bold, italicized text (e.g., ***[July 31, 2023]***).
* Occasional clarifying editorial notes within a proposal (that are not part of the proposal) also appear in bold, italicized text within square brackets ***[like this]*** and may be highlighted in yellow for additional clarity.
* Ellipses within square brackets [...] indicate where existing CA language not affected by a proposal has been left out to save space.
* **the Proposal # should be the same as the original proposal in the** [**Bargaining Proposals Chart 2023–26 (BT members)**](https://docs.google.com/document/u/0/d/1R_cYdkvCDFIi0POhCWutLXxbXtTKjYvaLOlRhu6-WR4/edit)**.**

| **Counterproposals** | | | | | |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Proposal #** | **UNIT Article # Title** | **CA Language 2020–23** | **Description of Changes and/or Rationale** | **CUPE Latest Proposal** | **ER Latest Proposal** | **Sign-off?** |
| 112 | ALL UNITS  ARTICLE 5  LABOUR/MANAGEMENT COMMITTEES | 5.01 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of three representatives from each party. The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. However, neither the Employer nor the Union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint Chair, and the two persons so designated shall alternate in presiding over meetings. Either Chair may call meetings on at least two weeks’ notice to the other members of the Committee. As appropriate, the parties may invite the Union and Employer representatives on the Security Advisory Council to attend a Labour/Management Committee Meeting to address any security issues on the agenda. | CUPE:  1) Accepts Employer’s proposed clean-up of the language and division into 3 sub-articles.  2) Creates exceptions for exec members and staff re: advance notice in 5.01.3 | ***[approved by BT December 14, 2023]***  5.01.1 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of three representatives from each party. **Each party shall inform the other of the names of the three representatives.**  5.01.2 The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. However, neither the Employer nor the Union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint **Co-**Chair, and the two persons so designated shall alternate in presiding over meetings. Either **Co~~co~~**-Chair may call meetings on at least two weeks’ notice to the other members of the Committee.  5.01.3 ~~As appropriate, the parties may invite the union and employer representatives on the Security Advisory Council to attend a Labour/Management Committee meeting to address any security issues on the agenda.~~ **In addition to each party’s three representatives, either party may have other persons who are regularly engaged in labour management activity attend the meeting with advance notice to the other party. *Advanced notice shall not be required in the case of CUPE 3903 staff members or executive officers.* As appropriate, either party may also propose to the other that guests with relevant knowledge or expertise attend to speak to specific agenda items.** | ***[November 24, 2023]***  5.01.1 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of three representatives from each party. **Each party shall inform the other of the names of the three representatives.**  5.01.2 The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. However, neither the Employer nor the Union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint **Co-**Chair, and the two persons so designated shall alternate in presiding over meetings. Either **Co~~co~~**-Chair may call meetings on at least two weeks’ notice to the other members of the Committee.  5.01.3 ~~As appropriate, the parties may invite the union and employer representatives on the Security Advisory Council to attend a Labour/Management Committee meeting to address any security issues on the agenda.~~ **In addition to each party’s three representatives, either party may have other persons who are regularly engaged in labour management activity attend the meeting with advance notice to the other party. As appropriate, either party may also propose to the other that guests with relevant knowledge or expertise attend to speak to specific agenda items.** |  |
| 60. | U1 15.09.1  U2 15.08.1  U3  11.05.3  EXECUTIVE SERVICE | In recognition of the fact that service on the union executive limits the ability of employees to make themselves available for employment, the employer agrees to pay the union by 30 September of each year the equivalent of the salary of eight course directors, in full satisfaction of the employer’s obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 collective agreements. These monies shall be distributed among the members of the executive as seen fit by the union. | Increase the Executive honoraria from eight to **fourteen** to cover increase in size of executive since this was first negotiated. | ***[November 24, 2023 “reserved” – new proposal approved by members Dec 1, 2023, to be presented in Jan 2024]***  In recognition of the fact that service on the union executive limits the ability of employees to make themselves available for employment, the employer agrees to pay the union by 30 September of each year the equivalent of the salary of ~~eight~~**fourteen** course directors, in full satisfaction of the employer’s obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 collective agreements. These monies shall be distributed among the members of the executive as seen fit by the union. |  |  |
| 63. | U1 10.04.4  U2 10.04.2 | “**TUTOR 3**” shall be defined as an individual who marks and grades students’ work, and who may perform related duties such as consultation with students and invigilation, but who is not assigned principal responsibility for the design and/or presentation of a course or for the conduct of tutorial groups. | Clarifying Tutor 3 workload, hours, and remuneration | ***[Approved by U1/U2 BT, January 8, 2024]***  “TUTOR 3” shall be defined as an individual who marks and grades students’ **submitted** work, ***~~assignments and exams~~****~~,~~* and who may perform ***duties*** related ~~duties~~ ***~~directly~~* to that marking/grading** such as consultation with students and invigilation, but who is not assigned principal responsibility for the design and/or presentation of a course or for the conduct of tutorial groups **and is not the primary point of contact for students**. **Tutor 3 hours of work shall be determined in accordance with the terms and conditions for marker grader assistance set out in 16.05.1, 16.05.2, and 16.05.3**. | ***[November 30, 2023]***  “TUTOR 3” shall be defined as an individual who marks and grades students’ **submitted** work, and who may perform related duties **to that marking/grading** such as consultation with students and invigilation, but who is not assigned principal responsibility for the design and/or presentation of a course or for the conduct of tutorial groups **and is not the primary point of contact for students**. |  |
| 124 | UNIT 2  LETTERS OF INTENT  LETTER OF INENT1. | It is agreed that, if the employer publishes a posting circular indicating the positions in Unit 2, clearly identified as such, and identifying, to the extent possible, the course, the classification and reasonable qualifications of the position, the salary, the projected class enrolment (where relevant) and the application deadline, and copies of the circular are posted on bulletin boards by the hiring unit, corresponding hiring units and all relevant Graduate Programs within the University (and a copy is forwarded to the union), the provisions of Article 11 shall be deemed satisfied in respect to those positions included in the circular. | Update language of LoI 1 to reflect current practice | ***[Approved by U2 BT January 8, 2024]***  It is agreed that, if the employer publishes a posting circular indicating the positions in Unit 2, clearly identified as such, and identifying, to the extent possible, the course, the classification and reasonable qualifications of the position, the salary, the projected class enrolment (where relevant) and the application deadline, and copies of the circular are posted ~~on bulletin boards~~ **electronically** by the hiring unit, corresponding hiring units and all relevant Graduate Programs within the University (and a copy is forwarded to the union), the provisions of Article 11 shall be deemed satisfied in respect to those positions included in the circular. | ***[november 24, 2023]***  It is agreed that, if the employer publishes a posting circular indicating the positions in Unit 2, clearly identified as such, and identifying, to the extent possible, the course, the classification and reasonable qualifications of the position, the salary, the projected class enrolment (where relevant) and the application deadline, and copies of the circular are posted ~~on bulletin boards~~ **electronically** by the hiring unit, corresponding hiring units and all relevant Graduate Programs within the University (and a copy is forwarded to the union), the provisions of Article 11 shall be deemed satisfied in respect to those positions included in the circular. |  |
| 78. | UNIT 2  12.04.1 (v), 12.05, and LOU Priority for Racialized and Indigenous Candidates  APPOINMTMENTS CAP | 12.04.1 (v) Employees will have a cap on the number of appointments they are permitted to accept. The cap will be 5.5 type 1 or equivalent positions in the 12-month period beginning May 1 and 4.5 type 1 or equivalent positions in the fall/winter term. Fractional appointments shall count towards the cap. The Employer will take reasonable steps to identify and remedy breaches of this Article which could include cancelling appointments that put the member over the cap – see Appendix B. The  Employer will provide a report on the performance of the cap to the Labour Management Committee in March and June of each year.  [...]  12.05 INCUMBENCY  [...]  12.10.1 Experience gained for appointments held while a full-time graduate student  employee in Unit 1 shall count as applicable prior experience as defined in  Article 12.02.2, including executive service, per Article 15.08.3. Except where  provisions of Article 12.05.2 apply, a candidate for their first appointment to a  position in Unit 2 must clearly establish, per Article 12.02.1, their competence  and ability to perform the duties and responsibilities of the position. An employee’s Unit 1 Professional Performance and Service File may be used as a source of information in determining competence and ability, in accordance with Articles 8, 12 and 13.  [...]  LETTER OF UNDERSTANDING  PRIORITY FOR INDIGENOUS OR RACIALIZED CANDIDATES – ARTICLE 12.04.1  [...]  [1.] (b) The Payment will not occur where it results in the Senior Employee being paid  above the rate equivalent to the limits on appointments outlined in 12.04.1(v) in the academic year in which these circumstances occur.  [...]  4. This Letter of Understanding will expire with the commencement of the renewal collective agreement following the 2020-23 collective agreement, unless this Letter of Understanding is renewed by the parties. | Makes the appointments cap easier to find in the CA by separating the cap language from 12.04.1(v) where it falls under the Long Service Override. (Also fixes an error in numbering of 12.05–12.06 and ensures consistent references throughout CA.  \*\*Does not change the cap language at all.\*\* | ***[Aproved by BT December 19, 2023]***  ~~12.04.1 (v) Employees will have a cap on the number of appointments they are permitted to accept. The cap will be 5.5 type 1 or equivalent positions in the 12-month period beginning May 1 and 4.5 type 1 or equivalent positions in the fall/winter term. Fractional appointments shall count towards the cap. The Employer will take reasonable steps to identify and remedy breaches of this Article which could include cancelling appointments that put the member over the cap – see Appendix B. The~~  ~~Employer will provide a report on the performance of the cap to the Labour Management Committee in March and June of each year.~~  [...]  12.05 **APPOINTMENTS CAP**  ~~INCUMBENCY~~  **Employees will have a cap on the number of appointments they are permitted to accept. The cap will be 5.5 type 1 or equivalent positions in the 12-month period beginning May 1 and 4.5 type 1 or equivalent positions in the fall/winter term. Fractional appointments shall count towards the cap. The Employer will take reasonable steps to identify and remedy breaches of this Article which could include cancelling appointments that put the member over the cap – see Appendix B. The Employer will provide a report on the performance of the cap to the Labour Management Committee in March and June of each year.**  **12.06 INCUMBENCY**  [...]  12.10.1 Experience gained for appointments held while a full-time graduate student  employee in Unit 1 shall count as applicable prior experience as defined in Article 12.02.2, including executive service, per Article 15.08.3. Except where  provisions of Article ~~12.05.2~~**12.06.2** apply, a candidate for their first appointment to a  position in Unit 2 must clearly establish, per Article 12.02.1, their competence and ability to perform the duties and responsibilities of the position. An employee’s Unit 1 Professional Performance and Service File may be used as a source of information in determining competence and ability, in accordance with Articles 8, 12 and 13.  [...]  LETTER OF UNDERSTANDING  PRIORITY FOR INDIGENOUS OR RACIALIZED CANDIDATES – ARTICLE 12.04.1  [...]  [1.] (b) The Payment will not occur where it results in the Senior Employee being paid  above the rate equivalent to the limits on appointments outlined in ~~12.04.1(v)~~**12.05** in the academic year in which these circumstances occur.  [...]  4. This Letter of Understanding will expire with the commencement of the renewal collective agreement following the ~~2020-23~~ ***2023-26*** collective agreement, unless this Letter of Understanding is renewed by the parties. | ***[December 11, 2023]***  ~~12.04.1 (v) Employees will have a cap on the number of appointments they are permitted to accept. The cap will be 5.5 type 1 or equivalent positions in the 12-month period beginning May 1 and 4.5 type 1 or equivalent positions in the fall/winter term. Fractional appointments shall count towards the cap. The Employer will take reasonable steps to identify and remedy breaches of this Article which could include cancelling appointments that put the member over the cap – see Appendix B. The Employer will provide a report on the performance of the cap to the Labour Management Committee in March and June of each year.~~  [...]  12.05 **APPOINTMENTS CAPS**  ~~INCUMBENCY~~  **Employees will have a cap on the number of appointments they are permitted to accept. The cap will be 5.5 type 1 or equivalent positions in the 12-month period beginning May 1 and 4.5 type 1 or equivalent positions in the fall/winter term. Fractional appointments shall count towards the cap. The Employer will take reasonable steps to identify and remedy breaches of this Article which could include cancelling appointments that put the member over the cap – see Appendix B. The Employer will provide a report on the performance of the cap to the Labour Management Committee in March and June of each year.**  **12.06 INCUMBENCY**  [...]  12.10.1 Experience gained for appointments held while a full-time graduate student employee in Unit 1 shall count as applicable prior experience as defined in Article 12.02.2, including executive service, per Article 15.08.3. Except where provisions of Article 12.05.2 apply, a candidate for their first appointment to a position in Unit 2 must clearly establish, per Article 12.02.1, their competence and ability to perform the duties and responsibilities of the position. An employee’s Unit 1 Professional Performance and Service File may be used as a source of information in determining competence and ability, in accordance with Articles 8, 12 and 13.  [...]  LETTER OF UNDERSTANDING  PRIORITY FOR INDIGENOUS OR RACIALIZED CANDIDATES – ARTICLE 12.04.1  [...]  [1.] (b) The Payment will not occur where it results in the Senior Employee being paid  above the rate equivalent to the limits on appointments outlined in 12.04.1(v)in the academic year in which these circumstances occur.  [...]  4. This Letter of Understanding will expire with the commencement of the renewal collective agreement following the ~~2020-23~~ **2023-26** collective agreement, unless this Letter of Understanding is renewed by the parties. |  |
| 80. | U2 12.22  REQUEST TO DESIGN A COURSE | (ii) If the course is new and is offered within 36 months of the approval required by Senate or if the course has been transformed and is offered within 36 months of completion of the transformation of the course into an on-line or blended course, the course designer will be appointed as the course director the first two times the course is offered within this period if the course is a full course and the first three times the course is offered within this period if the course is a half course, regardless of the provisions of Articles 11 and 12. | Increase the incumbency period for members who have designed a new course. | ***[approved U2 BT December 21, 2023]***  (ii) If the course is new and is offered within **48**~~36~~ months of the approval required by Senate or if the course has been transformed and is offered within **48**~~36~~ months of completion of the transformation of the course into an on-line or blended course, the course designer will be appointed as the course director the first **three**~~two~~ times the course is offered within this period if the course is a full course and the first **four**~~three~~ times the course is offered within this period if the course is a half course, regardless of the provisions of Articles 11 and 12. | ***[December 11, 2023]***  (ii) If the course is new and is offered within **48**~~36~~ months of the approval required by Senate or if the course has been transformed and is offered within **48**~~36~~ months of completion of the transformation of the course into an on-line or blended course, the course designer will be appointed as the course director the first two times the course is offered within this period if the course is a full course and the first three times the course is offered within this period if the course is a half course, regardless of the provisions of Articles 11 and 12. |  |