**2024-02-07 CUPE 3903 Unit 2 Bargaining Counterproposals**

*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.*

***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~~*

| Counterproposals approved by Bargaining Team and on which we’ve reached agreement with the Employer |
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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.

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| **Proposal #** | **UNIT Article # Title** | **CA Language 2020–23** | **Change/ Rationale** | **CUPE Latest Proposal** | **ER Latest Proposal** | **Agreed changes signed-off by both parties** |
| 17. | U2 12.04.1  (Article 12 – Appointments) | Preamble: For the purposes of the 2020-2023 collective agreement, recognizing the shared goal of increasing representation in appointments of candidates who self-identify as Indigenous or Racialized the parties have agreed to prioritize appointment of such candidates as set out in 12.04.1(ii).    Appointments shall be made as follows:    [...]  (ii) Pool of Candidates with Required and Preferred Qualifications:  (a) Where no appointment is made under (i), then the appointment shall be made from among the candidates with the required and preferred qualifications, according to the provisions of 12.04.1(iv) and, for appointment processes commencing subsequent to September 1, 2021, according to the provisions of 12.04.1(ii)(b-f):  (b) Where there is one or more candidates who as per Article 12.06.1 holds incumbency in respect of the course and are in the pool of candidates with required and preferred qualifications and who self-identify as Indigenous or racialized, and  (c) Where the data indicates that the Academic Unit in which the appointment is occurring has not met the threshold targets for representation of Indigenous or racialized as per Article 5.03.4;  (d) Then the appointment to the position shall be made to an Indigenous or racialized candidate; and if there is more than one such candidate the appointment shall be made according to the provisions in Article 12.04.1(iv);  (e) Where such an appointment is made as per (d) and there is a candidate who does not self-identify as Indigenous or racialized and who would have otherwise been appointed to the position by virtue of their seniority and who has incumbency under Article 12.06(1) then such a candidate shall be dealt with under the Letter of Understanding re “Priority for Indigenous or racialized Candidates - Article 12.04.1”.  (f) No grievance will be filed challenging an appointment made under (d).  (iii) Pool of Candidates with Required Qualifications:  Where no appointment is made under Article 12.04(ii) because no candidate has the required and preferred qualifications, then the appointment shall be made from among the candidates with the required qualifications and according to the provisions in Article 12.04.(iv).    (iv) (a) The candidate with the most experience gained in applicable teaching, demonstrating, tutoring and marking within the University, subject to Articles 12.09 and 12.10, shall be appointed and, where applicable prior experience is equal, the candidate with the desirable qualifications shall be appointed, except in the case of:    LONG-SERVICE OVERRIDE:  [...] | Clarifies language that prioritizes appointments of Indigenous or racialized candidates in a pool of candidates with required qualifications | ***[February 7, 2024]***  Preamble: For the purposes of the 2020-2023 collective agreement, recognizing the shared goal of increasing representation in appointments of candidates who self-identify as Indigenous or Racialized the parties have agreed to prioritize appointment of such candidates as set out in 12.04.1(ii).    Appointments shall be made as follows:    [...]  (ii) Pool of Candidates with Required and Preferred Qualifications:  (a) Where no appointment is made under (i), then the appointment shall be made from among the candidates with the required and preferred qualifications, according to the provisions of 12.04.1(iv) and, for appointment processes commencing subsequent to September 1, 2021, according to the provisions of 12.04.1(ii)(b-f):  (b) Where there is one or more candidates who as per Article 12.06.1 holds incumbency in respect of the course and are in the pool of candidates with required and preferred qualifications and who self-identify as Indigenous or racialized, and  (c) Where the data indicates that the Academic Unit in which the appointment is occurring has not met the threshold targets for representation of Indigenous or racialized as per Article *~~5.03.4~~* ***5.03.5***;  (d) Then the appointment to the position shall be made to an Indigenous or racialized candidate; and if there is more than one such candidate the appointment shall be made according to the provisions in Article 12.04.1(iv);  (e) Where such an appointment is made as per (d) and there is a candidate who does not self-identify as Indigenous or racialized and who would have otherwise been appointed to the position by virtue of their seniority and who has incumbency under Article 12.06.***1****~~(1)~~* then such a candidate shall be dealt with under the Letter of Understanding re “Priority for Indigenous or racialized Candidates - Article 12.04.1”.  (f) No grievance will be filed challenging an appointment made under (d).  [...]    (iii) Pool of Candidates with Required Qualifications:  Where no appointment is made under Article 12.04*~~.1~~*(ii) because *~~there is no candidate who holds incumbency and~~* no candidate  **holds incumbency or** has the required and preferred qualifications*~~or there is no candidate who holds incumbency~~* , then the appointment shall be made from among the candidates with the required qualifications and according to the provisions in Article 12.04.(iv).    (iv) (a) The candidate with the most experience gained in applicable teaching, demonstrating, tutoring and marking within the University, subject to Articles 12.09 and 12.10, shall be appointed and, where applicable prior experience *~~is equal and where the data indicates that the Academic Unit in which the appointment is occurring has not met the threshold targets for representation of Indigenous or racialized as per Article 5.03.4, the candidate who self-identifies as indigenous or racialized shall be appointed, and where two or more candidates have equal applicable prior experience and also self-identify as indigenous or racialized, the candidate~~* **(APE) is equal and where the Internal Self-Representation Data indicates that the hiring unit has not met the representation thresholds in Article 5.0.3.4 for Indigenous or Racialized, the candidate who self-identifies as Indigenous or Racialized will be appointed. Where two or more candidates with equal APE self-identify as Indigenous or Racialized,** the candidatewith the desirable qualifications shall be appointed, except in the case of:    LONG-SERVICE OVERRIDE:  (b) Where a candidate has a total of at least five years of service in the bargaining unit in each of which they have accrued applicable prior experience for one Type 1 position or its equivalent as provided by *~~12.06~~ ~~(ii)~~* ***12.07*** and have at least three more years of such service than the number of years of such service of the candidate otherwise entitled to the position as per (iv)(a), they shall be appointed;  [...] | ***[January 17, 2024]***  Preamble: For the purposes of the 2020-2023 collective agreement, recognizing the shared goal of increasing representation in appointments of candidates who self-identify as Indigenous or Racialized the parties have agreed to prioritize appointment of such candidates as set out in 12.04.1(ii).    Appointments shall be made as follows:  [...]  (ii) Pool of Candidates with Required and Preferred Qualifications:  (a) Where no appointment is made under (i), then the appointment shall be made from among the candidates with the required and preferred qualifications, according to the provisions of ~~12.04.1(iv) and, for appointment processes commencing subsequent to September 1, 2021, according to the provisions of~~ 12.04.1(ii)(b-f):  (b) Where there is one or more candidates who as per Article 12.06.1 holds incumbency in respect of the course and are in the pool of candidates with required and preferred qualifications and who self-identify as Indigenous or racialized, and  (c) Where the data indicates that the Academic Unit in which the appointment is occurring has not met the threshold targets for representation of Indigenous or racialized as per Article *~~5.03.4~~* ***5.03.5***;  (d) Then the appointment to the position shall be made to an Indigenous or racialized candidate; and if there is more than one such candidate the appointment shall be made according to the provisions in Article 12.04.1(iv);  (e) Where such an appointment is made as per (d) and there is a candidate who does not self-identify as Indigenous or racialized and who would have otherwise been appointed to the position by virtue of their seniority and who has incumbency under Article 12.06.***1****~~(1)~~* then such a candidate shall be dealt with under the Letter of Understanding re “Priority for Indigenous or racialized Candidates - Article 12.04.1”.  (f) No grievance will be filed challenging an appointment made under (d).  (iii) Pool of Candidates with Required Qualifications:  Where no appointment is made under Article 12.04(ii) because no candidate **holds incumbency or** has the required and preferred qualifications, then the appointment shall be made from among the candidates with the required qualifications and according to the provisions in Article 12.04.(iv).  (iv) (a) The candidate with the most experience gained in applicable teaching, demonstrating, tutoring and marking within the University, subject to Articles 12.09 and 12.10, shall be appointed and, where applicable prior experience **(APE)** is equal **and where the Internal Self-Representation Data indicates that the hiring unit has not met the representation thresholds in Article 5.0.3.4 for Indigenous or Racialized, the candidate who self-identifies as Indigenous or Racialized will be appointed. Where two or more candidates with equal APE self-identify as Indigenous or Racialized**, the candidate with the desirable qualifications shall be appointed, except in the case of:  LONG-SERVICE OVERRIDE:  (b) Where a candidate has a total of at least five years of service in the bargaining unit in each of which they have accrued applicable prior experience for one Type 1 position or its equivalent as provided by *~~12.06~~ ~~(ii)~~* ***12.07*** and have at least three more years of such service than the number of years of such service of the candidate otherwise entitled to the position as per (iv)(a), they shall be appointed;  [...] |  |
| 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.\*\* | ***[February (?), 2024]***  ~~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**  12.06.1 Notwithstanding the required and preferred qualifications, a candidate who has held a given position within the past 36 months shall be deemed to meet both the required and preferred qualifications for the position provided that the nature and/or substance of the course have not been substantially altered. For candidates who are members of the Affirmative Action Pool the latter time will be increased to 42 months. Similarly, on the occasion of an employee returning to the bargaining unit from a contractually limited appointment of more than 36 months, the latter time limit will be increased to 42 months.  12.06.2 A candidate who has had a grievance upheld per *~~12.17.3~~* ***12.18.3***, provided that the posting for the appointment grieved did not contain an error and that the successful grievor possesses reasonable qualifications required for the position, shall be deemed incumbent.  [...]  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. | ***[January 17, 2024]***  ~~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**  12.06.1 Notwithstanding the required and preferred qualifications, a candidate who has held a given position within the past 36 months shall be deemed to meet both the required and preferred qualifications for the position provided that the nature and/or substance of the course have not been substantially altered. For candidates who are members of the Affirmative Action Pool the latter time will be increased to 42 months. Similarly, on the occasion of an employee returning to the bargaining unit from a contractually limited appointment of more than 36 months, the latter time limit will be increased to 42 months.  12.06.2 A candidate who has had a grievance upheld per *~~12.17.3~~* ***12.18.3***, provided that the posting for the appointment grieved did not contain an error and that the successful grievor possesses reasonable qualifications required for the position, shall be deemed incumbent.  [...]  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. |  |