CUPE 3903 Revised Proposals

**April 10, 2024**

**Key to changes:**

**CUPE changes in the March 25 and April 4 comprehensive package relative to previous passes**

***CUPE changes in the April 10 comprehensive package relative to April 9***

*~~Deletions in the April 3 comprehensive package relative to March 25~~*

*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.*

| **Union Proposal** | **Description** | **Response** | **Notes** |
| --- | --- | --- | --- |
| **ALL UNITS** | | | |
| **Wages**  U1/U2/U3  (#19) | Increases for both for Bill 124 period, 2020–23, to cover that period’s 15.8% inflation and for the Renewal CA.  (Retro increases listed as % above existing 1%/year and, in parentheses, incl. existing 1%.)  **Retroactive increase**:   * 2020–21: **3% (4%)** ~~3.25% (4.25%)~~ * 2021–22: **3.25% (4.25%)** ~~3.5 (4.50%)~~ * 2022–23: ***3.25% (4.25%)*** *~~3.5% (4.5%)~~*   **Renewal Collective Agreement (CA)**   * 2023–24: ***4.0%*** *~~4.25%~~* * 2024–25: ***3.5%*** *~~3.75%~~* * 2025–26: ***3.0%*** *~~3.25%~~* | (Retro increases listed as % above existing 1%/year and, in parentheses, incl. existing 1%.)  **Retroactive increase**:   * 2020–21: 1.0% (2.00%) * 2021–22: 1.75% (2.75%) * 2022–23: 2.75% (3.75%)   **Renewal CA increases:**   * 2023–24: 3% * 2024–25: 2.75% * 2025–26: ***2.75*** *~~2.5~~%* |  |
| **Grant-In-Aid**  U1 10.03.1  U3 10.02  (#44) | Increase Grant-in-Aid (GIA) rates in the same manner and to the same degree as the proposed increases to wages  **Retroactive increase**:   * 2020–21: **3% (4%)** ~~3.25% (4.25%)~~ * 2021–22: **3.25% (4.25)%** ~~3.5 (4.50%)~~ * 2022–23: ***3.25% (4.25%)*** *~~3.5% (4.5%)~~*   **Renewal Collective Agreement (CA)**   * 2023–24: ***4.0%*** *~~4.25%~~* * 2024–25: ***3.5%*** *~~3.75%~~* * 2025–26: ***3.0%*** *~~3.25%~~* | **Retroactive increase**:   * 2020–21: 1.0% (2.00%) * 2021–22: 1.75% (2.75%) * 2022–23: 2.75% (3.75%)   **Renewal CA increases:**   * 2023–24: 3% * 2024–25: 2.75% * 2025–26: ***2.5****~~2.25~~%* |  |
| **Graduate Financial Assistance (GFA)** (#46)  U1 Article 10.12  U3 Article 10.08 | Proposal to increase Graduate Financial Assistance (GFA) rates in the same manner and to the same degree as the proposed increases to wages (including retroactive increases for the period of 2020-2023, increases for the period of 2023-2026, and inflation indexation beginning in 2025).  **Retroactive increase**:   * 2020–21: **3% (4%)** ~~3.25% (4.25%)~~ * 2021–22: **3.25% (4.25)%** ~~3.5 (4.50%)~~ * 2022–23: ***3.25% (4.25%)*** *~~3.5% (4.5%)~~*   **Renewal Collective Agreement (CA)**   * 2023–24: ***4.0%*** *~~4.25%~~* * 2024–25: ***3.5%*** *~~3.75%~~* * 2025–26: ***3.0%*** *~~3.25%~~* | * NO to ATB increases (University does not consider GFA to be a part of the ATB increases) * ***Increase to GFA rates (below) as of Sept 1, 2024*** * **Retroactive increases:**   + 2020-21: 0% (1%)   + 2021-22: 0% (1%)   + 2022-23: 0% (1%) * **Renewal CA increase:**   + 2023-24: 0%   + 2024-25: 0%   + 2025-26: 0% (no indexation)   ***Lump-sum increases to GFA***  ***For graduate students paying international tuition fees:***   | ***Effective Date*** | ***New GFA Rate*** | | --- | --- | | ***September 1, 2024*** | ***$1299 (to end of first year in Priority Pool)***  ***$1547 (second year or later of Priority Pool)*** |   ***For graduate students paying domestic tuition fees:***   | ***Effective Date*** | ***New GFA Rate*** | | --- | --- | | ***September 1, 2024*** | ***$778 (to end of first year in Priority Pool)***  ***$974 (second year or later year of Priority Pool)*** | |  |
| **Protection from Technological Change** (#60)  U1/U2 Article 10.5  U3 Article 15.08 | ~~Enhances protection against~~ **Provides uniform language in all three collective agreements on** technological changes affecting bargaining unit work by providing for training **and** notice~~, and joint committee to address~~ |  |  |
| **Benefits—ASO Plan** | * Switch Post-Retirement Benefits to the regular ASO plan (U2 Art. 15.27) * Increase per year coverage for paramedical services for members and dependents to $4000 (from $3000) * Increase cap on individual paramedical services to $2600 (from $2000) * Increase vision care coverage to $600 (from $400) every 24 months for members and dependents * Add new 50% coverage for orthodontics * Add new coverage for Hearing Aids (up to $3000) * Increase extension of vision, dental, and drug and paramedical services benefit to 7 months (from 5) after contract |  |  |
| **Childcare** (#34)  U1 Article 15.13  U2 Article 15.12  U3 Article 15.09 | * Increase funding on-campus childcare facilities   + Co-op (operating funds) $50,000→increase to **$60,000***~~65,000~~*   + Lee Wiggins (operating funds) $50,000→increase to **$60,000***~~65,000~~*   + (No increase to Lee Wiggins members’ subsidies $50,000) * Increase union-administered childcare fund to **$*280,000****~~295,000~~*in 2023-24, *$****290,000****~~310,000~~*in 2024-25, and **$*300,000****~~325,000~~*in 2025-6. | 1% increase in childcare fund in each of the 2023-24, 2024-25, and 2025-26 contract years | Union countered, March 25. Dropping increase to members’ subsidies; Union counter Apr 4: dollars, not % |
| **CUPE 3903 Benefits Fund** (#38)  U1 Article 15.27  U2 Article 15.30  U3 Article 22 | Increase Extended Health Benefits Fund **to $500,000** ~~by 30%~~ in 2023-24, **to $525,000** ~~5% in~~ 2024-25, and **to $550,000** ~~5% in~~ 2025-6. | 1% increase in each of the 2023-24, 2024-25, and 2025-26 contract years | Union countered, March 25. Expressing increases in dollar amounts. Dropping increase per year |
| **Ways & Means Funds** (#41)  U1 Article 20  U2 Article 20.1  U3 Article 18 | * Increase **to $300,000** ~~by 30%~~ in 2023-24, **$315,000** ~~5%~~ in 2024-25, and **$330,000** ~~5%~~ in 2025-6 * Increase disability accommodations fund from $10,000 to $25,000 | * 1% increase in each of the 2023-24, 2024-25, and 2025-26 contract years. * $10,000 from accommodation fund to be put into main fund (ER already has legal obligation to accommodate disabilities) | Union counter Apr 3: dollars, not %, decrease year 1 demand |
| **Mentoring Fund** (#7)  [NEW] U1 Article 15.30  [NEW] U2 Article 15.32  [NEW] U3 Article 11.15 | Introduce a new mentorship fund of $~~20,000~~***10,000*** per year, to be operated under the aegis of the Union, for the purpose of providing mentoring, professional development opportunities, and other supports, with an emphasis on mentoring members of employment equity groups. |  | Union countered, Mar 24: decrease to $10,000 |
| **UHIP Fund**  U1 Article 15.20  U3 Article 23 | Increase fund:   * 2023-24: **$95,000** * 2024-25: **$95,000** * 2025-26: **$95,000** | Increase fund:   * 2023-24: 1% * 2024-25: 1% * 2025-26: 1% |  |
| **Accommodations for members experiencing racial harassment, discrimination, and violence** (#1)  [NEW] Article 4.04 | Add accommodations and supports (related to work, study, housing, and/or extracurricular activities) for racialized members who experience racial discrimination, harassment, and/or violence **as a pilot project** | NO.  Letter (not part of CA) from Interim Vice-President Equity, People & Culture pointing Union to existing “multiple initiatives, including but not limited to: the Security Services Review, the Framework and Action Plan on Black Inclusion, and the DEDI Strategy” | Union countered,  April 9 |
| **Support For Members Experiencing Racial Discrimination, Harassment, and Violence Fund**  [NEW] U1 Article 15.30  [NEW] U2 Article 15.32  [NEW] U3 Article 27 | ER contributes $50,000/year to new and ongoing union-administered fund to support racialized members experiencing racial discrimination, harassment, and/or violence. | NO.  Letter (not part of CA) from Interim Vice-President Equity, People & Culture pointing Union to existing “multiple initiatives, including but not limited to: the Security Services Review, the Framework and Action Plan on Black Inclusion, and the DEDI Strategy” |  |
| **Executive Service** (#59)  U1 Article 15.09.1  U2 Article 15.08.1  U3 Article 11.05.3 | Increase the ER’s contribution to Executive honoraria from the equivalent of eight to fourteen course directorships to cover increase in size of executive since this was first negotiated. |  |  |
| **Continuation of Library and Email Services Following Completion of Contract** (#61)  U2 Article 15.28  U1 15.26 | * Continuation of work email services ***for 3 years*** after completion of contract * *~~Increase continuation of library services from 12 months to 36 months after completion of contract~~* * ***Proposed formation of joint committee to explore extended email access and library access*** |  |  |
| **Workplace Accommodations**  [NEW] LOA | ***Letter of Agreement to*** Empower Employee Well Being–CUPE 3903 Monthly Review committee to review accommodations process under Disability Support Program | Agrees in principle, but instead of including language in the body of CA, proposes a Letter of Agreement (needs to be renewed next CA) | ***Union agreed to ER’s LOA counterproposal*** |
| **Human Rights Code Based Program Extensions**  U1 Article 15.10  U2 Article 15.09  U3 Article 11.06 | * ***Revised proposal*** to increase program extensions for graduate students who suffer injury or illness from 12 to 24 months * Rename article | * NO to increasing illness/injury extension provision * proposed *eliminating* language on illness/injury extensions * Agreed to renaming article |  |
| **UNIT 1** | | | |
| **OHRC-Based Extension of Priority Pool Entitlement** (#14)  U1 Article 12.03.2 | Increase Ontario Human Rights Code based extensions from 1 to 2 years |  |  |
| **York Fellowship** (#51)  U1 Letter of Agreement: Additional Funding For Priority Pool Members | * Increase York Fellowship for international students (to $10,000) to offset high levels of tuition they pay * Make students in the sixth year of their PhD eligible for the York Fellowship | * No response. |  |
| **Graduate Student Bursary Fund** (#48)  Article 15.14 | Increase fund:   * 2023-24: **$245,000** * 2024-25: **$245,000** * 2025-26: **$245,000** | Increase fund:   * 2023-24: 1% * 2024-25: 1% * 2025-26: 1% | Union countered, March 25. Expressing increases in dollar amounts. Dropping increase per year |
| **EE Data on Ticketed Courses** (#13)  Article 10.01.3 | * Include intersectionality totals for appointees * Fix dates for reporting information to Union to provide it to Equity Officer | * No to intersectionality totals— providing data by multiple EE groups creates privacy breach * Agreed to three fixed dates for reporting EE data on appointees to Equity Officer * Provide data to Equity Officer by specific dates |  |
| **UNIT 2** | | | |
| **Job Stability** (#73)  **1) Sessional Standing Program (CSSP) Guarantee**  Article 12.01.3  **2) Long Service Teaching Appointment (LSTA)**  **Article 24.07,**  Letter of Agreement  **3) Conversions**  Article 23.04 (ii)  **4) Transitional Continuing Appointment (TCA)**  LOA TCA → Article 25 [NEW]  **5) Long Service Reward**  LOA TLSP →Article 26 [NEW]  **6) Special Renewal Contract (SRC)**  Memorandum of Settlement | **Job Stability Package**   1. **CSSP**—double compensation (when work drops below ⅔ average) to ½ and ¼ 2. **LSTAs**—**revised LSTA language that broadens eligibility to all members in the Affirmative Action pool and makes permanent program at 6 per year of CA with half for equity candidates (based on existing equity language for conversions in 2020–23 CA)** ~~21 (incl. 7 equity) divided over years 2–3 of CA~~ 3. **Conversions**—**6 per year of CA with half for equity candidates (based on existing equity language for conversions in 2020–23 CA)** ~~10/year~~ 4. **TCA**—made permanent part of CA to assist members to retire 5. **Long Service Reward** (Severance)—make Time-Limited Severance Program (TLSP) permanent 6. **SRCs**—18 during CA **with half for equity candidates (based on existing equity language for conversions in 2020–23 CA)** | **Job Stability Program (JSP)**   * Entry requires 1.5 over 3 years (w/1.5 in final year) + assessment of quality of teaching file * Entry at 1 FCE for equity candidates * Teaching guarantee of 2.0 FCE (min) – 3.0 FCE (max) * New intensity “cap” of 3.0 for all new member * Gradual transition to 50% of bargaining unit work into program by 2040   ER: Bargaining on job stability should continue the work of the Joint Job Stability Committee (JSC)  *[offer of March 7, 2024 included transition year before the beginning of the JSP in which Union would get 4 LSTAs & continuation of TLSP; in addition, ER offered 2 conversions in each of the final 2 years of the CA]* |  |
| **Compensation for Restructuring** (#92)  U2 [NEW] Article 27 | ~~Compensates~~ **Revised proposal to compensate** for work lost due to restructuring at rate of ½ average workload over 5 years for anyone w/min 1 Type 1 over 5 years |  |  |
| **Restructuring of Kinesiology Courses (PKIN→IPAL)**  U2 [NEW] Letter of Understanding | Deems current PKIN instructors qualified for new IPAL courses ***if they have 5 years of service and*** have taught w/in last 36 months, or ***have 3 years of service and have taught within the last*** 48 ***months*** for equity & Affirmative Action Pool members. |  |  |
| **IPAL Team Lecturers**  U2 [NEW] Letter of Intent (LoI) | Classifies IPAL instructors (Kinesiology) as Team Lecturers | No. IPAL instructors continue to be classified as Tutor 2 (type 2). |  |
| **Post-Retirement Benefits** (#88)  U2 Article 15.27 | Improve post-retirement benefits language by providing for continuation of email & library privileges |  |  |
| **Postings (Nursing)** (#76)  U2 Article 11.01.3 | Clarifies meaning of “reasonably connected” as falling within a general category of clinical practice. |  |  |
| **UNIT 3** | | | |
| **Funding commitment for priority pool members** (#97)  Article 10.10 | Clarification of language   * ***Changed wording from “the 25th of each month” to “by the final month of each semester”*** |  | Union countered, April 10 |
| **Letter of Agreement: Graduate Assistant Training Fund** (#104) | * Open up the application all faculty members for ***40*** individual allocations, covering ***$4,000*** per allocation **for hiring the selected Graduate Assistant** * ***Unused funds will roll over to the next collective agreement year.*** * ~~Option 1: Open up the application to all faculty members and course directors for~~ **~~60 80~~** ~~individual allocations,~~ **~~covering 80% of the full cost of hiring the selected Graduate Assistant $3,500 for a 0.5 and $7,000 for a 1.0 allocation for hiring the selected Graduate Assistant~~** * ~~Option 2: Open up the application to all faculty members and course directors for~~ **~~50 80~~** ~~individual allocations,~~ **~~covering 80% of the full cost of hiring the selected Graduate Assistant $4,000 for a 0.5 and $8,000 for a 1.0 allocation for hiring the selected Graduate Assistant~~** * ~~Have two calls for an invitation to apply for the GAT Fund~~ | * 40 individual allocations * $4,000 ~~$2,000~~ per allocation * One call for application to principal investigators | Union countered, April 10 |