

CUPE 3902-02 PROPOSALS

red = denied, yellow = movement, green = agreed, gray = withdrawn

Union Proposal	Union Proposal Description	University Response	University Justification
No Discrimination (Article 4)	Updates no discrimination language, expands workplace definition to off-campus, limits mediation terms, removes time limits for sexual violence/harassment complaints, and adds no-reprisal protections.	Agreed on updating no discrimination language, pronoun determination, equity language, harassment, and arbitration. Agreed on no time limit for sexual violence and harassment complaints, and no reprisals language.	The employer considers much of this language repetitive. The employer consistently states they want simpler language (not necessarily clarity). The employer has pointed out some ambiguous language regarding the term "report."
Union Security (Article 6)	Address update	Agreed	They have also agreed to update our address across the CA.
Academic Freedom (Article 7)	Extends academic freedom to Writing Instructors all workers in the unit; protects from retaliation for activism outside the University.	Agreed to extending freedom of speech to WI.	
Information to Employees (Article 8)	Correcting and clarifying benefits information; address update.	Agreed	
Correspondence (Article 9)	Title and email address updates	Agreed	Agreed provided we update President of the union to President of the local

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Labour/Management Relations (Article 10)	Simple title updates	Agreed	
Union Representation (Article 11)	Updating titles of Union representatives.	The employer is proposing concessions in the roles of stewards and union representatives. Agreed	They argue that the current language is confusing.
Progressive Discipline (Article 12)	Ease Union support for discipline; reduce time disciplinary actions remain in personnel file from 36 to 12 24 months	Verbally agreed on quicker communication to the union and 24 months for disciplinary actions on file.	
Grievance Procedure (Article 13)	Simplify hiring grievances; extend the window to file hiring grievances and Suspension/Discharge Grievances. Withdrawn	Employer wants to make hiring grievances available only to those who taught the course.	The employer reargued that they are not interested in the proposed language. The union reminded them that limiting grievances was a concession.
Arbitration (Article 14)	Updated list of arbitrators. Arbitrators shall be mutually appointed.	Employer suggested getting rid of the list of arbitrators and suggested only mutual agreement to be enough. Agreed	The employer argued delays in getting an arbitrator. Suggested mutually appointing them
Appointments - Sessional Lecturers (Article 15)	Expanding emergency posting window; more information regarding job postings (delivery mode, Union notification) and hiring (date, outcome notification deadline to expect results); updated hiring language; better	Employer wants to give job postings 15 days (as U1 has). They also want to remove the name of the selected applicant.	The employer argues fluidity of the process. They argue that knowing the name of successful applicant might generate an emotional shock that prompts people to send

	remuneration for cancelled courses; improved job security.	They want to add “demonstrate teaching excellence and currency and mastery of the subject matter” to those SLs that already have preference. Agreed to delivery mode and updating equity hiring language in job postings. Denied expanding emergency posting window. Currently discussing hiring criteria language. Wages and cancellation pending.	harassing emails. The employer did not reply to our question on how “currency and mastery” would be demonstrated.
Appointments - TAs (Article 16)	Expanding emergency posting window; more information regarding job postings (delivery mode, Union notification) and hiring (date, outcome notification, disclosure of decision); updated hiring language; better remuneration for canceled courses; improved job security; stronger DDAH language (minimum turnaround times and 2 weeks for not registered turnaround), no work on weekends. Motivating working group for DDAH discussion group in exchange of 2 weeks if no turnaround time is available (LOI).	Agreed to delivery mode, updating equity hiring language in job postings, and hiring criteria language. Agrees on clarity needed in DDAHs, no work on the weekend, minimum 96 hours turnaround time, and midterm-review requests.	Employer agrees that DDAH clarity is a priority, but thinks a minimum turnaround time takes away flexibility and might be harmful for students.
Appointments - Writing Instructors (Article 17)	Expanding emergency posting window; more information regarding job postings (delivery mode, expected hours of work and schedule, Union notification) and hiring (date, outcome	Agreed to delivery mode and updating equity hiring language in job postings, and hiring criteria language. Agreed to waiver	The employer argues that there is no way to know how many hours a job might have at time of the job posting. In addition to this, it

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	notification, disclosure of decision; updated hiring criteria language; better remuneration for cancelled courses. Waiver language for returning writing instructors.	language, as well as estimated hours per week and minimum number of hours per contract.	significantly increases administrative work.
Appointments - Undergraduate Tutors (Article 18)	Expanding emergency posting window; more information regarding job postings (delivery mode, Union notification) and hiring (date, outcome notification, disclosure of decision); updated hiring language; better remuneration for canceled courses, potential to increase hours.	Agreed to delivery mode and updating equity hiring language in job postings, and hiring criteria language. 25% remuneration for canceled offer. Letter of Intent for paid professional development meetings mid-term	The employer argues that there is no more work, so a minimum of 10 hours is hard to manage. Willing to discuss not having 10 hours as limit.
Training (Article 19)	Paid training for TAs and UTs (parity with U1), increased optional training for WIs and SLs. Remotivated WIs training.	Agreed on more training for first-time TAs and UT, as well as SLs in Unit 2. Denied more training for returning TAs.	The employer argued that those teaching for the second time have already received training.
Employee Evaluations and Records (Article 20)	Student evaluations cannot be used as the sole reason not to hire or advance someone.	Agreed	
Leaves of Absence (Article 21)	Clarification of language; paid academic, union, and negotiations leaves; expansion of pregnancy, parental/adoption, and bereavement leave rights; aiming to get sick leave equity with U1.	Agreed on union leave, reduced hours threshold for TA sick leave. Other proposals pending.	Still consulting. They find a lot of this language to be complicated.
Professional Development	Relocation of professional reimbursement for	Agreed on \$300 reimbursement for	

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(Article XX)	SLs/WIs (\$200) to a fund up to \$500/yr for all bargaining unit members.	SLs and WIs.	
RRSP Contributions (Article 24)	No four-year wait to receive RRSP for WIs.	Agreed	
General (Article 26)	Better office space allocation, improved library access, access to equipment required to perform duties.	Agreed to improving office allocation and access to equipment.	The employer argues library and internet access is controlled by U of T, who has denied it.
Definitions (Article 27)	Clarifying definition of “academic session.”	Countered with their simplifying language.	Their language implied the removal of the definition of academic session. They are taking this back.
Job Security for Long Serving Writing Instructors (Article 28)	Making job security commitment permanent and easier to access	In discussion	
Health and Safety (Article 30)	Health and Safety updates, including the expansion of the term for JHSC reps.	Agreed	The employer is skeptic on why do we need all of this new language and finds larger periods for Reps unnecessary.
Term of Agreement (Article 31)	Dates of the CA	Agreed	
Appendix C: Advancement Process	Lower eligibility threshold	Accepted fewer courses for advancement, but not lowering years. Still waiting response for the rest.	
Schedule X: Extended Pregnancy	Guarantees four months of paid pregnancy	Denied	

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and Parental/Adoption Leave	leave and four months of paid parental leave, even if contract ends before end of 4-month period.		
Letters of Intent	Renewal.	Agreed to renewing emergency postings LOI. No response to the rest.	