

CUPE3902

Unit 1

Members' Manual

**Representing Student & Postdoctoral Fellow
academic workers at the University of Toronto**



2021–2022 EXECUTIVE COMMITTEE

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introduction

Welcome to CUPE 3902. This guide is aimed at the student/post-doctoral fellow instructional staff at UofT (TAs, student course instructors, lab demonstrators, tutors, etc), known as Unit 1 of CUPE 3902. Our Union also includes non-student Teaching Assistants and Sessional Instructors (Unit 3), all contract instructional staff at Victoria University in the UofT (Unit 2) and St. Michael's College (Unit 4), as well as Postdocs (Unit 5). Unit 1 negotiated a new collective agreement three years ago. This year, members of Unit 1 will be asked to work with their colleagues across the local to build the foundation for successful bargaining rounds for members of all of our units. The current Unit 1 agreement expires on December 31, 2023.

This guide tells you what to do if you have employment-related problems. It is also a reference to help you understand the services the Union offers, the rights and benefits the Union has won over the years, how you became part of Unit 1, and why you should become an active member of the Union. Please read this guide and keep it handy in case you need it. If you have a question or concern, please contact the Union. All your information will be kept strictly confidential.

Your bargaining unit ("Unit 1") is composed of undergraduate students, graduate students, and post-doctoral fellows who teach, grade, invigilate (as well as many other things) at the University of Toronto. As active employees of the UofT ("the Employer"), we advance our vision of what the University could and should be. In addition to improving wages and working conditions, we also act on a wide range of issues aimed at improving the quality of education at this institution, including training, teaching methods, and course content, and we are part of the broader labour and social justice movements.

The Union gives its members the power to effect change. In other words, membership gives you power. You must sign a membership card in order to participate in your Union. Only members are permitted to attend Union meetings and cast votes. We encourage

all bargaining unit members to sign up and attend meetings. This is your union and you control it!

The Union office is currently unavailable. Due to the pandemic, we largely meet with members virtually: just contact executive officers and staff to schedule a meeting! Also feel free to call 416.593.7057. Our e-mail address is info@cupe3902.org.

Our website is www.cupe3902.org



Being a member of a union means joining forces with your fellow workers to achieve better working and living conditions. You can also get help from your Executive officers and staff. Executive officers are your colleagues elected to determine the political direction of the Union. Chances are that when you call the Union office you will be speaking to a fellow Union member who can relate to your problems and issues.

The Union also employs an Executive Director to oversee operations, three professional labour relations officers (the Staff Representatives) to assist members in employment-related issues, a professional organizer to assist members with mobilization, outreach and organizing efforts (the Staff Organizer), a Financial Administrator who oversees the Local's books, a Benefits Administrator who oversees funds and liaises with benefit providers,

and an Office Coordinator to keep the office running and provide support to the Executive and membership.

If you have job-related questions or problems (including access to Employment Insurance, OHIP/UHIP, or immigration matters), questions relating to the contract (including fairness in hiring, overwork, benefits and funds, harassment, health and safety) or just want information about the Union, we can help. Any help, including legal assistance, that a member receives from the Union is at no cost and is confidential.

Finally, the Union is one of the few places on campus where you can meet other TAs/sessionals from outside your own department. When you get involved and come to meetings, you will discover a whole community of people who share your interests and concerns.

UofT tends to isolate people from their colleagues, while the Union offers a chance to escape that isolation. Look for Union notices on departmental bulletin boards and via e-mail. The office, staff, Executive officers and other Union resources are available to you, so please don't hesitate to use them!

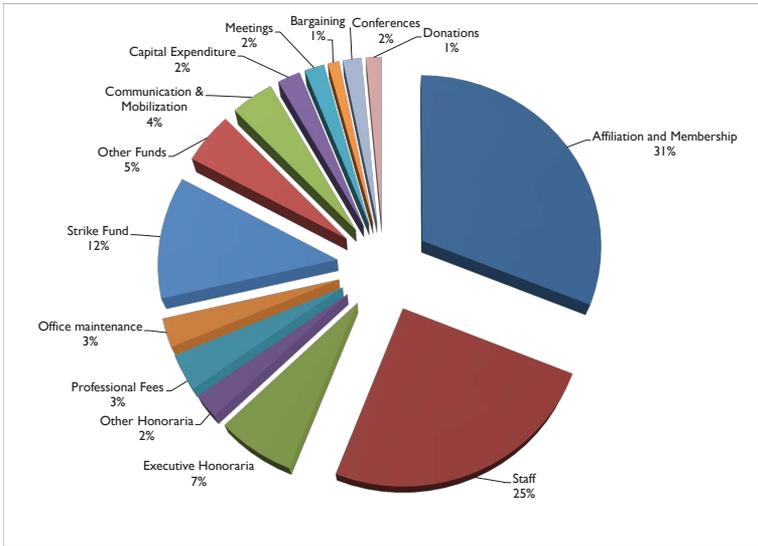
membership & dues

All students and Post-doctoral Fellows (PDFs) who are Teaching Assistants and Course Instructors at UofT are members of what is called the Unit 1 “bargaining unit.” Among other things, this means that everyone gets the same rights under the same contract and has equal access to Union resources. This also means that everyone pays Union dues. Dues are 2.45% of salary and are tax-deductible.

As a member, you should complete the application for Union membership (included in your orientation kit and available in the Union office and through your Member Portal, which you can access through the website) and become a member of the Union. There is a difference between belonging to the bargaining unit and being a member of the Union. Only members of the Union may participate in Union meetings and referenda, access Union financial assistance

funds (see page 18), or serve as Departmental Stewards, Bargaining Committee members, Executive officers or Trustees.

The membership of the Union adopts the annual budget, receives reports from the Secretary-Treasurer on expenditures and revenues, accepts reports of the Executive Committee,



adopts policies and bargaining proposals, elects the bargaining committee, sends members to conferences, conventions, and seminars, and more. Joining and participating in the Union is the best way to ensure that this Union is your Union.

All Union decisions that affect you as a member of Unit 1 come from the membership or its elected bodies.

Membership meetings are held at least once a term and sometimes more often. Stewards (representatives from each Department/ Program) meet monthly and the Executive Committee meets weekly to deal with the regular business of the Union.

your collective agreement

i. what it means

The **Collective Agreement** that you receive from your Department of work **is your contract**. It defines the wages and working conditions of every one of the 8,000 student/postdoc Teaching Assistants and Course Instructors at the UofT. If you want to know your rights as a member of the University teaching staff, look to the Collective Agreement. The current Agreement is the fruit of over 40 years of negotiations with the Employer.

Please contact the Union with any employment-related problems or questions. Sometimes a grievance may need to be filed to resolve a problem. A grievance is a formal process for handling a difference of opinion regarding the interpretation of the contract. The Union has a strong record of winning jobs and money for members through the grievance process.

ii. posting

All jobs that are available to members of the bargaining unit must be posted on bulletin boards, on Department listservs and websites, and usually by email, on a form that identifies the number of hours of the appointment, the qualifications required and duties expected, the estimated enrollment in the class, an employment equity statement, and how to make an application. The Union gets copies of each job posting and worked with the employer to create an online postings database.

iii. hiring

Whether this is your first job or not, you were hired according to the hiring criteria negotiated in the Collective Agreement. The Department, when hiring, first assigns the subsequent appointments (see “job security” pg. 18) and then assigns the remaining positions.

In filling them, the Department must consider the following as per the Collective Agreement: academic qualifications, the need to acquire experience, previous experience, teaching ability, and, for continuing students, previous satisfactory employment under the provisions of the collective agreement.

If you think you have been unfairly denied a job, contact the Union immediately.

iv. job descriptions

You must receive from the Department a “Description of Duties and Allocation of Hours Form” (also known as a “DDAH” or “job description”) within 3 weeks of receiving, and prior to accepting, a job offer. ***The department cannot require you to do any duties until you have seen your job description and accepted the position.***

Your signature on the job description only indicates that you have received the DDAH and reviewed it. Supervisors can reallocate duties (without changing the total hours or significantly changing the nature of duties) during the course of employment. There must be a mid-course review to review hours (which can result in reallocation). Employees concerned about overwork can file a Workload Review Form (prior to doing any overwork) which can result in reallocation or additional pay. You do not have to do any work not specified in your DDAH.

The document is meant to be flexible so as to respond to the reality in the classroom. ***You will need to keep track of the hours you spend on the various duties in order to know whether the job description needs changes.*** This log is for your own purposes ONLY. Departments and supervisors have no right to ask you for this. If you keep a workload log, however, it will be much easier to file a workload review or workload grievance.

Course Instructors do not receive a DDAH; however, they must be given the same resources (including TA resources) as UofT faculty members teaching the same level and size of courses. Their supervisor must make reasonable efforts to address workload in

instances where it exceeds that of a comparable course in the Department or 460 hours (for a full course; 230 half course). CIs must be paid for work that takes place after their contract ends such as deferred exams or grade appeals.

v. training

If this is your first appointment as a TA, you must receive training from the Department and that training must be paid (and allocated as such on your job description). The amount of training varies considerably across Departments but must be at least four hours long for new TAs and six hours long for new CIs. The Union has always made training a priority in bargaining.

If you feel that the training you have received is insufficient, contact your Steward, and we can try to lobby for more hours and/or better quality training. In addition to the first appointment training described above, you are entitled to select up to four hours additional paid training over and above your contract. **You must request the training in writing from your supervisor (download a request form from our website: www.cupe3902.org), and you may use the services of the TA Training Programme.**

vi. getting paid & wage rates

Most members of Unit 1 get paid in equal monthly instalments over the course of the appointment. (You may request that your Department pay you in equal monthly instalments for a period longer than that of your appointment). You have a right to have your first month's pay in the first month of employment (normally September); however, many Departments do not enter the information in a timely fashion and, as a result, TAs and Sessionals get paid on time. If this is a problem in your Department, work with your Steward to ensure that the data are entered prior to the middle of the month. **If you are told you will not get a cheque in September, contact the Union immediately.**

Note: All Unit 1 positions receive an additional 4% of their salary as vacation pay.

Jan. 2021 Wage Rates	
Job Title	Wage
CIs	\$16,602.71/full course*
TAs	\$46.70/hour
CPOs	\$32.57/hour
Peer Assistants	\$40.27/hour
Invigilators	\$43.09/hour
Asst. Invigilators	\$30.77/hour
*includes 4% vacation pay	

vii. getting mail, books, materials, intercampus travel reimbursement

Your Department must provide you with an individual mailbox or mail folder (note that this applies even if you are an undergrad) and, if possible, office space. There must be a Union bulletin board in every Department with the name and contact information for your Department Steward (if not, please let us know). Any books, including course textbooks, and materials required for your job must be provided to you by the Department. For St George/UTM travel reimbursement is at the rate of a return shuttle bus trip. For St George/UTSC or St George/UTIAS travel reimbursement is at the rate of a return TTC trip. For UTSC/UTM travel reimbursement is at the rate of a combined return TTC and shuttle bus trip.

viii. workload

You've got your job and your job description; you've met with your prof; classes begin next week. You also have the pressure of your own academic schedule. How do you balance these conflicting obligations?

Overwork has been a major issue in the Union since we organised in 1973. In 1991, concerns around overwork led to a strike. As part of the settlement of that strike, a joint Labour-Management Work

Study Committee was established which revealed that most TAs/instructors overworked, and that most overwork occurs in marking/grading and preparation.

What should you do if you're overworked?

The Collective Agreement provides a few ways to resolve this problem. First, your supervisor must meet with you within the first month of the start of a given course to discuss ways of avoiding overwork (even if you are a seasoned TA). The purpose of the initial meeting is to discuss your duties and the time required to complete them. If the meeting does not occur, ask your supervisor for the meeting and/or contact the Union office or your Steward.

Second, ***halfway through the course, you are contractually obliged to meet with your supervisor to review the job description.*** You should bring your up-to-date record of hours worked to this meeting in order to review the hours you have worked and the hours you have left. Remember: you must be paid for all the hours you work.

This meeting will frequently result in a change in the distribution of hours and may also result in the addition of hours to the job description (there can be no reduction of hours). If this process is unsatisfactory, or if you feel guilty or coerced into signing a revised job description with which you disagree, contact the Union office or your Union Steward. Your signature only indicates that you have seen and discussed the revised hours, not that you agree with them.

If you anticipate being overworked at any point during your contract (before or after the mid-course review), you should get in touch with the Union. You can file a Workload Review Form with your supervisor (the form is available at the back of the Collective Agreement, in your Department office, from your Steward, and on our website in pdf format). ***Note: to receive compensation for overwork, this form must be filed PRIOR to doing the work.*** The Union has been very successful at getting adjustments in order to bring duties into line with pay received or vice versa. It is your right to be paid for all hours worked.

Course Instructors have a different procedure since their hours of work are not allocated on a job description. If you are facing a heavier workload than another instructor or faculty member teaching a similar course in the same Department, you have a right to discuss your workload issue with the Chair or Course Coordinator in order to either get more support (TA resources) or money to compensate. If you are asked to work more than 470 hours on a full (Y) course (240 for a half course) without extra remuneration, contact the Union to discuss your options.

Working too many hours in a short period of time is a problem that can occur during the marking/grading crunch at the end of a course. You cannot be asked to work more than 40 hours a week or more than 8 hours a day.

The Collective Agreement allows the Union to audit Departments for compliance with workload procedures. The workload audit process allows the Union to address systemic workload issues in particular Departments. If a Department is found to be consistently violating workload procedures, it will not be up to individual members to take action.

ix. discrimination & harassment

While working at UofT, you may find yourself the victim of discrimination or harassment. The Collective Agreement forbids almost all forms of discrimination. Any form of retaliation for exercising Collective Agreement rights (filing a grievance, attending meetings, serving as a steward) is a form of discrimination and is illegal.

If you are a member of the bargaining unit and you face harassment, we can counsel you on your options. All calls to the Union are held in confidence.

x. leaves of absence

Until 2001, our contract permitted only two to four hours of sick time per year! All members are now entitled to between one and three days of sick leave per academic session. Course Instructors are

entitled to 6 days per academic session; those who teach more than one full course equivalent per academic session are entitled to 8 sick days.

Unit 1 members have additional leave provisions under the Collective Agreement.

Upon death of immediate family member, 3 - 5 paid days of ***bereavement leave*** for employees with “contact” hours

Employees are entitled to ***jury duty*** leave at full pay.

1 week of paid ***compassionate leave***.

4 months paid ***serious illness/gender transition leave***.

academic conference leave to travel to and from a conference and discharge your obligations

Pregnancy & Parental Leaves

Employees who give birth are entitled to up to 17 weeks of ***pregnancy leave*** and can elect one of two benefits:

a) 4 months paid leave OR

b) employment insurance top-up plan: 95% of regular pay for up to 17 weeks (note: you must qualify for EI; see Service Canada for details)

An employee who is the parent of a child may take ***up to 63 weeks of parental leave within 78 weeks of a child’s birth or coming into your custody/care OR if pregnancy leave is taken, up to 61 weeks of parental leave immediately following it***. Those who qualify can elect one of two benefits:

a) 4 months paid leave + balance unpaid OR

b) EI top-up plan: 95% of your salary for up to 10 weeks + balance unpaid leave. (note: you must qualify for EI)

xii. job security & subsequent appointments

By April 30 of each year (for Fall/Winter courses) or January 15 (for Summer courses), the department must notify you of your subsequent appointment entitlement to confirm your intention to take up said appointment. The department must give due consideration to your expressed preferences as to the nature (which course) and the location (which campus) of the appointment. The department must fill subsequent appointments “as early as practical”. You are required to respond to this notice within 20 working days. Subsequent appointments are department-specific, such that if you work in multiple departments, only the department where you have worked the most hours owes you a subsequent appointment.

For PhD students, the first two years set the floor for subsequent-appointment entitlements. Subsequent appointments must be at least equal to the total hours of your first or second appointment, whichever is greater. A subsequent appointment can consist of multiple contracts that add up to your hour entitlement. In addition, members whose first or second appointment is at least 35 hours must be offered subsequent appointments of at least 70 hours. ***PhD students are entitled to a total of 6 full appointments (including the first, where they are hired via posted hiring rounds).*** After their fifth subsequent appointment, they are then entitled to 70 hours of work per academic year until they graduate; this work is offered in the same way that regular subsequent appointments are offered.

For Masters students, the third year sets the floor for one subsequent appointment which they will be offered in the following academic session.

If you will not be able to take up an appointment you should request a deferral of your subsequent appointment. This will push your subsequent appointment entitlement to the next academic year. Members have a one-time right to defer a subsequent appointment for any reason. Additional deferrals shall be granted by the hiring department if requested by the member in writing and if due to academic program requirements (e.g., field work). Written requests to defer for any other reasons will be given due consideration by the department. Regardless of whether you accepted your subsequent

appointment in May or February, ***you have the right to defer your appointment until August 15 for the Fall/Winter session or April 15 for the Summer session.***

xiii. guaranteed funding versus wages

Your TAship or Course Instructorship is not funding; it is work. However, the University is allowed to count part of TA or Course Instructor wages toward the “funding guarantee” for those in the “funded cohort”. The funded cohort is either the first year of a Masters and the first 4 years of a PhD, or the first 5 years of a PhD.

Your Department may count up to \$8,043 of TA/CI earnings towards meeting the minimum funding. This funding must increase with inflation, tuition and wage increases as negotiated by the Union. The University cannot make you work for more than \$8200 as part of your funding package (you can work more, but you will get paid over and above your base funding). Departments with lower “work requirements” cannot increase the amount of work counted towards your package from year to year.

This funding structure is the result of Union strength: in January 2000, our members walked off the job for 4 weeks, and the strike resulted in a committee on the issue of funding and tuition. In the 2001/2002 round of bargaining, we got the funding guarantee put into the Collective Agreement.

benefits & funds

i. Employee Financial Assistance Fund (EFAF)

The new Collective Agreement includes a \$3.2 million/year Employee Financial Assistance Fund (EFAF). This fund combined several other financial assistance funds into one large union-administered fund. Under the terms of the Collective Agreement, EFAF monies must be used to provide financial assistance to bargaining-unit members on an objective basis.

It is through the EFAF that the local is able to make progress on many of the priorities identified by the membership, including increased support for unfunded and post-funded members, an increase in the minimum funding package for PhDs and MAs, and financial support for trans members, sexual assault survivors, and other groups with specific needs.

For more details on specific fund timelines and eligibility criteria, please check our website or contact the Vice Chair, Unit 1 at vc1@cupe3902.org.

ii. existing financial assistance funds: CFAF, RADF, IHPAF, UFPAF

Childcare Financial Assistance Fund (CFAF)

The Childcare Financial Assistance Fund (CFAF) will be allocated \$500,000 per year to cover eligible childcare expenses and support primary care needs for members who have/will have performed at least 30 hours of Unit 1 work between September 1 and August 31 of the year in which the application is made. The fund will guarantee a minimum disbursement of up to \$1,000 per child and have a cap of \$3,000 dollars per child, depending on available funds. The eligible age range for primary care expenses will be from birth until September 1 of the calendar year in which the child turns 4. For children with disabilities, the age range will be from birth until the day the child turns 16. Applications will be open in September, with disbursements coming in the Fall semester.

Research Assistants Defence Fund (RADF)

The Research Assistants Defence Fund (RADF) will be allocated \$25,000 per year to compensate student members in divisions 1 and 2 (Humanities and Social Sciences) who are forced to undertake T4 taxable RA work in order to receive the minimum guaranteed funding and have/will have performed at least 30 hours of Unit 1 work between September 1 and August 31 of the year in which the application is made. Applications will be open in July, with disbursements coming in the Summer semester.

International Health Plan Assistance Fund (IHPAF)

The International Health Plan Assistance Fund (IHPAF) will be allocated \$150,000 per year to cover UHIP expenses for members who, because of their international status, must pay for UHIP expense for themselves, their spouse, or dependent child(ren) and who have/will have performed at least 30 hours of Unit 1 work between September 1 and August 31 of the year in which the application is made. Members who receive major external awards that fully replace funding packages will not be eligible. Applications will be open in both February and August, with disbursements coming in the Winter and Fall semesters, respectively.

UofT Family Plan Assistance Fund (UFPAF)

The UofT Family Plan Assistance Fund (UFPAF) will be allocated \$140,000 per year to cover UofT student or postdoc base plan expenses for members who pay for coverage for their spouse and/or dependent child(ren) on their UofT base plan and who have/will have performed at least 30 hours of Unit 1 work between September 1 and August 31 of the year in which the application is made. Applications will be open in both February and August, with disbursements coming in the Winter and Fall semesters, respectively.

iii. new fund: Student Workers Assistance Fund

(SWAF)

The Student Workers Assistance Fund (SWAF) will be allocated the remaining monies in the EFAF to increase funding to \$20,000 for students in the funded cohort, or up to \$15,000 for all other students. It will cover two categories of students:

Category A is students *in the funded cohort* (as defined by SGS) who receive less than \$20,000 of funding and have/will have performed at least 30 hours of Unit 1 work between September 1 and August 31 of the year in which the application is made. Students in the funded cohort receive at least \$15,000 in funding a year from the University, in

addition to having all of their tuition and fees covered by their funding package. For Category A, the fund will disburse the difference between the amount of their funding package and \$20,000 (up to a cap of \$3,000). Applications will be open in both January and June, with disbursements coming in the Winter and Summer semesters, respectively. Category A students are strongly encouraged to apply in January if they are eligible by then.

Category B is students *not in the funded cohort* who receive less than \$15,000 of funding and have/will have performed at least 30 hours of Unit 1 work between September 1 and August 31 of the year in which the application is made. For Category B, the fund will disburse the difference between funding received (including funding directly applied against tuition) and \$15,000 (up to a cap of \$3,000). Applications will be open in June only, with disbursements coming in the Summer semester. If there are remaining monies in the SWAF once the \$3,000 caps are reached for both Categories A and B, they will be disbursed to Category B applicants as a percentage of the remaining gap between their funding and \$15,000.

iv. equity funds

The four Equity Funds address the needs of specific constituencies of the Unit 1 membership through an equity-based lens. They accept applications year-round. Anonymized applications are reviewed monthly by the Equity Funds Subcommittee, which is comprised of members representing the constituencies of each fund. Only the Secretary-Treasurer can access full details of the applications. Members can receive support of up to \$5,000/year through each of these funds. For more information, please visit the Unit 1 Benefits Page on the website or contact the Secretary-Treasurer (st@cupe3902.org).

Sexual and Domestic Violence Survivors Fund (SF)

The Sexual and Domestic Violence Survivors Fund (SF) will be allocated \$25,000 per year to cover eligible expenses for members who are survivors of sexual and/or domestic violence and have performed or secured at least 1 hour of Unit 1 work in the fund year in which they are applying (between September 1 and August 31).

Trans Fund (TF)

The Trans Fund (TF) will be allocated \$80,000 per year to cover eligible expenses for members who self-identify as trans and/or nonbinary and have performed or secured at least 1 hour of Unit 1 work in the fund year in which they are applying (between September 1 and August 31).

International Workers Legal Fund (IWLF)

The International Workers Legal Fund (IWLF) will be allocated \$25,000 per year to cover eligible legal expenses for members who are experiencing legal troubles that interfere with their ability to perform their Unit 1 work and have performed or secured at least 1 hour of Unit 1 work in the fund year in which they are applying (between September 1 and August 31).

Black and Indigenous Workers Fund (BIWF)

The Black and Indigenous Workers Fund (BIWF) will be allocated \$25,000 per year to cover eligible expenses for members who are impacted by anti-Black and/or anti-Indigenous racism and have performed or secured at least 1 hour of Unit 1 work in the fund year in which they are applying (between May 1 and April 30).

v. health benefits

who is eligible?

In order to be eligible for the CUPE Plan you must be a member of CUPE 3902 Unit 1 who has been employed for at least 30 hours of work during the plan year (Sept 1 to August 31). Please verify the deadline for enrolling dependents in the student and PDF plans! Your eligibility for the two different plans are as follows:

i) Plan A (Benefit Plan + HCSA):

If you have enrolled for coverage under the GSU/UTSU/SCSU/APUS or PDF (post-doctoral fellow) plans, once Green Shield Canada received the information that you are eligible for coverage,

you will be enrolled in Plan A, as well as any dependents you have under those plans. If your family member is NOT enrolled in your base plan, they will NOT be given access to the top-up plan.

If you are ineligible for any of the above base plans, you will be enrolled in Plan A.

ii) Plan B (HCSA-only)

Dependents may be added to your Plan, which will give you access to an enhanced Family HCSA. To add any dependents, you may contact Green Shield Canada and they will assist you with adding any eligible dependents to the plan.

If you opt out of an eligible student/PDF plan, you (and your dependents) are no longer eligible for the CUPE 3902 Unit 1 Plan. However, the University will provide a HCSA-only plan (CUPE 3902 Unit 1 Plan B). Under this plan you will be eligible for \$300 (\$600 for families with dependents enrolled in the plan), which can be used for the reimbursement of any eligible medical expenses, according to the CRA guidelines. Once eligible, the coverage effective date will be retroactive to the start of the plan year (Sept 1). Members who are ineligible for a base plan will be eligible for Plan A. Please contact the Union for more details).

how does it work?

The CUPE 3902 Unit 1 Plan works in conjunction with your existing Green Shield base plan (GSU Health and Dental Plan; UTSU Plan; SCSU Plan; APUS Plan; or the Unit 5 PDF Plan). Any medical or dental expenses will first be submitted to your student or postdoc Plan and then to the CUPE Plan. You must create separate profiles for each of your plans through www.greenshield.ca.

Using the personalized claim form available through your Green Shield profile, submit your expenses to your student/PDF Plan using your student/PDF # in SECTION 1. This number has the prefix UTG or PDF. Next, submit the unpaid portion of your expenses to the maximum amounts allowable (see below) to your CUPE plan using your Employee # in SECTION 2 of the form. This number has the

prefix UOT and can be found on your paystubs.

Any health expenses remaining (or expenses covered by neither plan) can be covered by the HCSA (\$300 for an individuals; \$600 for families) if you select “yes” in the appropriate check box in Section 2.

Members may claim the cost of their GSU base plan (or other base plan they are enrolled in) through their Health Care Spending Account. To do so, please submit the HCSA claim form, along with a copy of your student account showing the health plan charges, to Green Shield. If you wish to pay your primary health plan premium out of your HCSA, you would need to submit these premium expenses be to Green Shield.

Example of how the plans interact

Let's say you're a graduate student and Unit 1 member with a prescription drug cost of \$100.

You must first submit the expense to the GSU Plan, which covers eligible prescription drugs at 80% (up to \$5,000). The GSU plan covers \$80 leaving you with \$20 left to pay.

You would then use the CUPE 3902 Top-Up Plan towards the remainder of the cost. The Top-Up Plan covers eligible prescription drugs at 90% of the total bill (up to \$5,000) -- in this case, up to \$90 of the original \$100 bill. Since the \$20 you have remaining to pay is less than 90% of the original expense (\$90), the CUPE Top Up Plan covers the remaining \$20.

After submitting your expenses to both plans, you pay nothing (until you reach the maximum coverage amounts described above).

highlights of the CUPE 3902 Unit 1 Top-up Plan

coverage

Overall combined health coverage max. = \$30,000/person/plan year

dental coverage

80% reimbursement (50% reimbursement for major restorative) up to a combined total of \$1,900/covered person/plan year. (Note: the GSU plan does not cover major restorative, so any expenses under this category go straight to the CUPE 3902 Plan).

Accidental dental up to an additional \$1,000/incident, once your other Green Shield plan coverage has been used to maximum available.

prescription drug coverage

90% up to \$15,000, with a combined coverage cap of \$20,000 (100% combined coverage up to \$6,250, then 90% coverage up to \$15,000 combined total).

vision coverage

Eye exams up to \$90 covered per person every 24 months total reimbursement, inclusive of any amount reimbursed under your other Green Shield plan.

Prescription eyeglasses, contact lenses, and laser eye surgery to a maximum of \$350/covered person/24 months total reimbursement, inclusive of any amount reimbursed under your other Green Shield plan.

mental health support coverage

100% reimbursement of reasonable and customary (R&C) fees, up to \$2500 covered per person/plan year under the CUPE 3902 Unit 1 Top-Up Plan, once your other Green Shield plan coverage has

been used to maximum available. Coverage includes Registered Psychologists, MSWs, Psychotherapists.

paramedical services

Each of the following services reimbursed up to a lesser of \$60 or R&C per visit, inclusive of any amount reimbursed under your other Green Shield plan for a combined total of \$60/visit, with 20 visit maximum per service, with an overall combined maximum paramedical reimbursement under the Top-Up Plan of \$1,200 covered per person/plan year for RMT, Chiropractic, and Physiotherapy, and a cap of \$900 combined total, with \$45 per visit for Naturopathic Doctors and Acupuncturists. There is an overall combined cap for all paramedical services of \$3,300/person/plan year.

speech pathology

100% up to \$1,300 per covered person/plan year, once student/PDF plan coverage has been used to maximum available.

orthotics

Up to \$450 covered person/year total reimbursement, inclusive of any amount reimbursed under a student/PDF plan; with a limit of one.

registered nursing services

If required in home, to a maximum of \$2,500/covered person/plan year, once your student/PDF plan coverage has been used to maximum available.

health care spending account (HCSA)

An annual HCSA allotment of \$300 will be provided per eligible member as part of the Top-Up Plan. This will be available for reimbursement of any eligible medical expenses as per the Income Tax Act not already covered under the Student/PDF plan or the CUPE 3902- Unit 1 Top-Up Plan. Claims can be submitted for any

enrolled family member. For those with a spouse and/or children covered under the CUPE 3902 Unit 1 Top-Up Plan, an additional \$300 HCSA will be added for a total HCSA of \$600.

vi. how do I access the CUPE 3902 Top-Up plan?

The CUPE Top-Up plan is available online at www.greenshield.ca In order to sign in or register to access Plan Member Online Services, locate the “register/log-in” field, and click “GO.” Remember that you will need to create two profiles, one for your student/PDF base plan with the account number beginning “UTG” or “PDF” followed by your student number, and one for your CUPE 3902 Top-Up Plan, with the account number beginning with “UOT” followed by your employee number, which you can get by asking either the department that’s hired you, or by calling the union office at (416) 593-7057.

In order to download the mobile app, navigate to www.greenshield.ca. From the “what you need” pull down menu at the top of the screen, select “GSC on the go.” To contact Green Shield toll free call: 1-888-711-1119.

To register, sign in or submit a claim, you will need your individual ID number.

All individual ID numbers will be in the following format: UOT + Employee number + -00 (the -00 identifies the plan member).

Please note that you will have a separate ID number for your student or PDF plan and when making claims to both plans you will need to enter both numbers.

problem solving & grievances

One of the major resources the Union offers its members is the ability to help solve problems. In a large institution like the UofT and in spite of good intentions on the part of administrators and/

or supervisors, problems will occur. Speaking with your supervisor will often suffice. However, if there is something job-related that is giving you grief, don't stew; call the Union. ***Your communications with CUPE 3902 staff are confidential and staff will never share your personal information without your permission. Nothing moves ahead without your express consent.***

You will receive advice and be presented with choices about how to solve a problem. Sometimes this means a Union official will contact the Chair or your employment supervisor and have an informal talk. Sometimes it involves informing you of your rights and arming you with a strategy. We have skilled and experienced staff at the Union who have dealt with a wide variety of problems in all departments.

A grievance means that the Collective Agreement has not been followed; and the more that members alert the Union to situations where this is the case, the better the Union can help other members who find themselves in similar situations down the road. If you think the Collective Agreement may not have been followed, or if you felt uncomfortable in a situation surrounding your Unit 1 work, don't hesitate to contact grievance.inquiries@cupe3902.org.

If none of the informal routes work, the Collective Agreement provides for a grievance procedure to ensure your rights are protected. The existence of the formal procedure (with the possibility of arbitration) gives the Union power in informal problem-solving. We have won jobs or money for members, ensured proper job postings, prevented unfair evaluations or discharge, addressed harassment in the workplace, helped arrange leaves, and negotiated cash settlements for members who have overworked.

union structure

CUPE 3902 is founded upon democratic principles which ensure that the membership of the Union has the final say in any decision. Since we cannot have a general gathering of all 10,000 members on a weekly basis in order to make decisions, we have developed a structure that is both efficient, and also accountable to the

membership.

i. membership meeting

The ultimate authority in CUPE 3902 is the General Membership Meeting (GMM). Our Bylaws require one meeting of all six units to be held in the Fall and one in the Spring. However, more meetings are normally held because of special needs or issues. During bargaining, separate unit meetings are held for members of each unit to make decisions concerning their own bargaining priorities for their own Collective Agreement.

Members are entitled to at least one week's notice of the time and place of a meeting; however, the Union tries to give more notice than is required. Normally, you will receive notices via the Union listserv. ***Please make sure you are subscribed to our listserv by sending a subscription request to info@cupe3902.org.***

If members want a meeting, there is a process to petition for a membership meeting. Contact the Union for details. In order to have a valid meeting for Unit 1 alone, the presence of at least 30 members is required. For a GMM, 40 members are required. Meetings are run according to Bourinot's Rules of Order, but the Chair tries to make the meetings comfortable and easy to understand.

At meetings, members hear reports of the various officers and committees and about the activities of the Union since the last meeting. In addition, proposals for future changes are made and the membership may approve them, reject them, or make changes to them. Only a GMM may elect or recall members of the Executive Committee or trustees, set the budget and receive financial reports, change the Bylaws, change the strike or strike-fund policies, and make donations of more than \$200. Only Unit Meetings may elect or recall members of the Bargaining Committee, approve bargaining proposals, and approve the taking of strike or ratification votes.

ii. stewards' council

Our Bylaws empower the Stewards' Council to act as a policy-making body and provide representation between membership

meetings. Stewards Council is composed of members who represent their departments (as stewards). Every department requires a steward, and in addition to this, there are also stewards who have responsibility for grievances and mobilizing.

This requires a lot of stewards and there are always positions to be filled! Stewards Council meets monthly to discuss Union matters. If you're interested in finding out more about joining the Stewards Council, please contact chiefsteward@cupe3902.org

iii. grievance committee

In addition to Stewards' Council, there is a separate Grievance Committee for confidential discussion of grievances, with the ability to recommend to the Executive whether a certain grievance should proceed to arbitration.

The Grievance Committee is composed of the Chair of the Union, the Grievance Officer, the Vice-Chairs, five Grievance Divisional Stewards for Unit 1, three Grievance Divisional Stewards for Unit 3, three Grievance Divisional Stewards for Unit 5 as well as two Grievance Stewards for Unit 4 and one for Unit 2.

iv. executive committee

Taking direction from decisions of the membership and Stewards' Council, the Executive Committee ensures the policies and decisions of the Union are implemented. The Executive also brings proposals to the membership and Stewards for changes in policy or direction.

The Executive consists of ten elected positions:

The Chair (makes sure it all happens), the Communications and Recording Secretary (oversees communications and keeps records), the Secretary-Treasurer (oversees finances and records), the Grievance Officer (handles grievances and helps members), the External Liaison Officer (represents the Union to CUPE National and other labour bodies), the Internal Liaison Officer (maintains contact with campus and other groups), Vice-Chair Unit 1, Vice-

Chair Colleges (Units 2, 4 and 6), Vice-Chair Unit 3, and Vice-Chair 5.

The Executive manages the office's day-to-day business, supervises the staff, and coordinates the Union's work on grievances, arbitrations and other legal matters. This committee also ensures that we are in contact with other unions and student organisations and that the Union is represented vis-à-vis the University Administration and various levels of government.

All members in good standing of all units of the Union are eligible to run for any position on the Executive (except for the Vice-Chairs who must come from the appropriate Units) when it is reelected each spring at the Annual General Meeting, or when positions come open at by-elections.

get involved

i. bargaining preparations

Our Collective Agreement expires in December 2023, but preparations to bargain with the Employer, UofT, will began long before that. We need to put pressure on our Employer to make gains each round. Because Unit 1 is comprised of over 6,000 of your fellow workers, it's never too early to get started!

Here are a few ways to get involved.

ii. stewards

Stewards meet monthly to discuss Union matters, and most Executive recommendations that come before the membership have already been through Stewards' Council. It is vital that your Department have a Steward who attends Stewards' Council, to ensure that your Union remains representative of your interests. Contact vc1@cupe3902.org if you would like to become a steward.

iii. caucuses

Caucuses are spaces for equity-seeking groups within the Local to socialize and advocate for their unique interests as workers and members of the wider community. Contact organizer@cupe3902.org to find out more. Caucuses that have been active in the past include:

- women's
- queer
- racialised workers
- international workers
- workers with disabilities
- indigenous workers

iv. action committees

Action committees are dedicated to a specific political or social justice movement.

bds: Advocating for Boycott, Divestment, Sanctions initiatives to end Israel's occupation of Palestinian land.

mental healthcare action committee: Working to expand awareness of, and access to mental healthcare on campus.

flying squad: Supporting striking Locals by going to their picket lines, and rallies around the city.

viii. union committees

These are all open committees, and we hope that you'll consider getting involved with our Local by joining us at any of these committees' meetings.

mobilization committee: MobComm is comprised of stewards, executive members and you! All the meetings are open to members interested in mobilizing. Contact vc1@cupe3902.org if you'd like to attend.

joint health & safety: The Union has representatives on UofT's many Joint Health and Safety Committees (JHSCs). Calls for the Health and Safety Committee go out occasionally; please contact ilo@cupe3902.org to become a Health and Safety representative! Unit 1 JHSC representatives are paid hourly for their participation in Joint Health and Safety Committee meetings.

finance committee: The Finance Committee meets each winter term to prepare the budget for the upcoming fiscal year. A call goes out in the newsletter around February; contact st@cupe3902.org if interested.

Get involved in the Union this year! To get in touch with any of these committees contact vc1@cupe3902.org

history of the union

Our Union was the first legally recognised union of TAs in North America. In 1973, the University administration recommended a 6% salary increase for academic staff and we were not included. The Graduate Students' Union tried to get the University Administration to bargain with them, but the Employer refused.

And so, on June 6, 1973 a group of 7 TAs met to form what later became CUPE 3902. Together with a band of committed volunteers and with the generous financial support of the GSU, they organized to form our Union, a first for student academic workers in Canada.

Before we organized ourselves into our Union, there were some 444 pay categories. In some departments, members were paid by the hour, in others by papers marked. Some worked for as little as a dollar a year! We could be fired without cause, and we had no avenue for appeal. Hiring was, in many cases, an exercise in patronage.

The drive for a Union first met with success at Victoria College. The TAs at Victoria were granted a certificate as Local One, Graduate Assistants' Association (GAA). Since the Arts Departments were transferred from the Colleges to the University in 1974, the Victoria

unit ceased to have any employees. As a result, a Collective Agreement was never entered into and representation rights lapsed. At the same time, the centre of energy shifted to the main UofT campus. We were certified, as Local Two, GAA, in 1975 after a long legal battle and a certification vote.

In our first Collective Agreement, we reduced the 444 pay categories to three, and ensured that everyone working as a TA or Instructor was fairly paid. Hiring procedures were established and a grievance procedure was formulated to solve problems and to settle disputes and differences of opinion between TAs and Course Instructors and the Employer.

At the same time, TAs and Contract Faculty were organizing at York (now Local 3903 of CUPE) and Ryerson (3904). The Union grew rapidly, if chaotically, in the early years, organizing TAs at Lakehead (3905), TAs and contract faculty at McMaster (3906), and Graduate Assistants at OISE (3907).

i. a new national union

In 1980, we became the Canadian Union of Educational Workers (CUEW). CUEW eventually organized Contract Faculty at Trent (3908), TAs and student Instructors at Manitoba (3909), Contract Faculty at Ottawa (which disaffiliated in 1992), and Contract Faculty at Athabasca (3911).

By the early 1990s, CUEW had grown to be the dominant union representing student and contract academic employees in the post-secondary sector. New organizing drives were launched which yielded two more locals—Dalhousie (3912) and Guelph (3913). There were more demands from other TAs and Contract Faculty for organizing drives.

However, CUEW had entered a financial and leadership crisis which resulted in merger discussions with CUPE. By joining the largest public sector union in Canada, we are now part of a much more powerful and politically active organization which has resources far beyond those of CUEW. Although we have a similar degree of autonomy locally as we did under CUEW, we now have a higher

national profile, and can join with other CUPE locals in the university sector to improve the situation for student academic workers across the nation.

Since joining CUPE, our Union has engaged in several activities, with substantial financial support from CUPE National. We fought the ejection of international students from the OHIP system. Although we eventually lost this fight, our intervention helped to reduce the price and increase the coverage of the private for-profit UHIP system which international students are required to purchase. We continue to press the Employer to pay these premiums as part of the Collective Agreement.

More recently, we fought against changes to the Employment Insurance system that made most of our members ineligible for EI even though all pay into the system.

ii. collective bargaining - a brief history

We have signed 19 Collective Agreements with the UofT for what is now Unit 1 since we organized. On four occasions, we had to strike to achieve a fair contract.

In January 2000, our four-week strike got us an additional subsequent appointment for PhD candidates (all of our job security improvements have come through strike action), a doubling of the dental rebate, progressive discipline, improved training/professional development, improved overwork language, sector-leading wage increases, and major improvements to guaranteed graduate funding.

The strike in January 2000 centred on the issue of tuition fees. While we were unable to achieve tuition fee waivers or reductions, our actions at the bargaining table and on the picket lines created the political momentum for major changes that began in 2001. The creation of real funding packages that all grad students can count on had been proposed by CUPE 3902 and the GSU for many years.

But only through our strike was the UofT forced to take action. In 2001-2002, we were able to get these funding guarantees written

into the Agreement. While the new funding arrangements are not ideal from our perspective (for instance, they exclude senior PhD students), they do represent a major improvement to the funding structure at the UofT.

Most recently, we went out on strike in February of 2015. As a result of this action we received two new funds - the Tuition Assistance Fund and the Graduate Student Bursary Fund - the first designed to reduce the financial burden on upper year students beyond the funded cohort and the second to give assistance to our members on the lowest funding packages. Our members who took to the picket lines in 2015 and in years previously can be proud of these achievements; it is through such action we have won better working conditions for our members and better learning conditions for our students.

iii. our growing union

Starting in 1997, the Union began to work with non-student instructional staff to join CUPE 3902. After two applications, and an extended process in front of the Ontario Labour Relations Board, sessionals finally certified in the summer of 2004 with nearly 90% in favour of joining. Just prior to the issuance of the sessionals' certificate, the Union worked with contract instructional staff at Victoria University, successfully certifying in the summer of 2004 with only two votes cast against the Union. Both of these units negotiated a first contract in 2004-2005, a second contract in 2006-2007, and a third in 2009-2010. In April of 2011 sessionals and teaching assistants at St. Michael's College voted to join our Union. Most recently, in April 2013, Postdoctoral Fellows voted to join CUPE 3902 as Unit 5.

All of the improvements in wages and working conditions at the UofT over the past 40 years have required hard work and sacrifice.

iv. our role in the larger labour movement

One of the advantages we gained in affiliating with CUPE was a connection to the rest of the Canadian and international labour movements. Currently, we are affiliated with the Ontario University

Workers' Coordinating Committee (Ontario CUPE university locals), CUPE District Labour Council (Toronto CUPE locals), Toronto and York Region Labour Council (Toronto and York Region unions), CUPE Ontario Division (Ontario CUPE locals), CUPE National (all CUPE locals), and the Canadian Labour Congress (unions across Canada). In addition, we belong to the Coalition of Graduate Employees' Unions (CGEU), the Canadian CGEU, and the Coalition of Contingent Academic Labour (COCAL), which connect us with others in our own sector.

We also work with the Canadian Federation of Students and faculty and friends of Ontario universities. CUPE 3902 Unit 3 (Sessional Faculty) joined the Canadian Association of University Teachers (CAUT) , which includes permanent faculty as well as contract teaching staff. There is no contradiction in belonging both to CUPE and to CAUT. Unit 5 (Postdocs) joined CAUT in 2013. CAUT provides UofT Sessionals and Postdocs with some prestige and professional fellowship, and additional resources such as legal advice, research, and lobbying efforts.

On campus, we work with a coalition of students' unions and other UofT employees, such as library workers, service and facilities workers, administrative staff, and the Graduate Assistants at OISE. We work together to oppose tuition increases, to minimize the effects of provincial cuts on employees at the UofT, and to ensure that university governance favours both students and employees.

We have been working with student groups around the "flat fees" issue over the past few years.

Finally, we coordinate our bargaining with other campus unions and used that strength to make important gains for all workers on the UofT campus.

contact information

Canadian Union of Public Employees

Local 3902

(416) 593-7057

info@cupe3902.org

www.cupe3902.org

Your Executive Officer:

Oscar Bisot, Vice-Chair Unit 1

vc1@cupe3902.org

You are entitled to a safe and dignified workplace. If you are experiencing any problems, please do not hesitate to contact your union.

