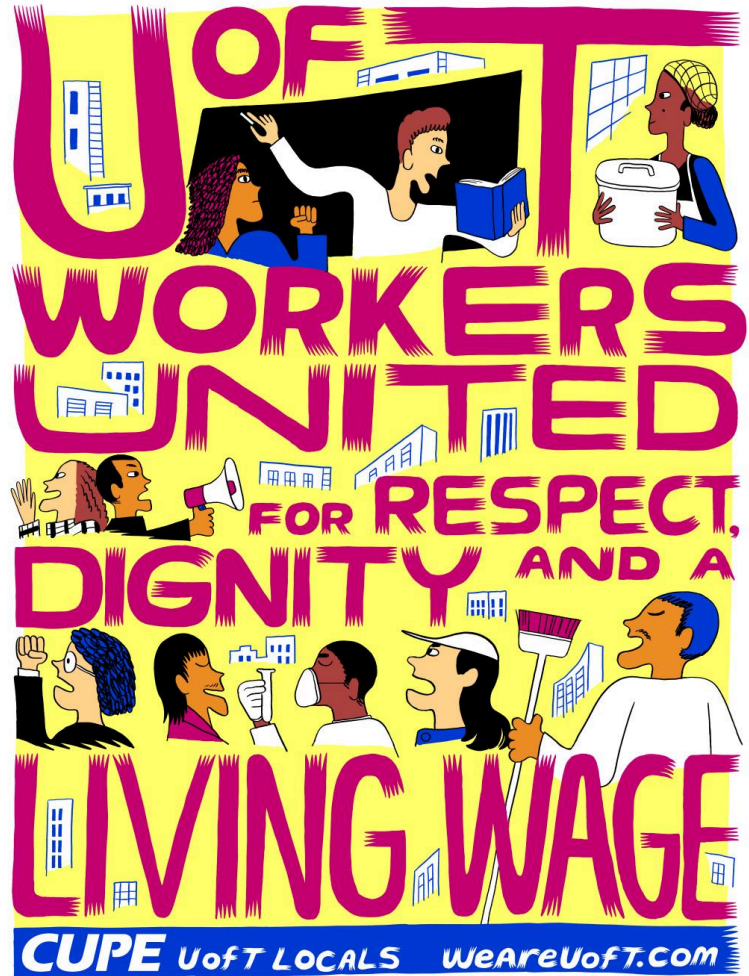


# CUPE 3261: FTPT, Casual, and 89 Chestnut 2024 Tentative Agreement Summaries

## United We Win!

In the summer of 2023, you and your coworkers in CUPE 3261 began a unified bargaining campaign to unite our three bargaining units, FTPT, Casual and 89 Chestnut. Recognizing that workers are stronger together, we expanded our coordination to include CUPE 3902, uniting over 8,000 workers in the struggle for respect, dignity and living wage. From the beginning, the university has insisted on keeping us divided, but you organized, built collective power, and **together you are part of the first unified campaign at the University of Toronto.** Five bargaining units entered contract negotiations united and united we won. We are strong together.

Just after midnight on Sunday, your Bargaining Team signed a Tentative Agreement (TA). A Tentative Agreement means that your team and the employer's team have tentatively agreed to a contract. It is now up to you as the members to vote on the agreement, after which it would then become your Collective Agreement (CA) – your contract for the next three years.



**Your CUPE 3261 FTPT, Casual, and 89 Chestnut Negotiating Committees unanimously recommend that you vote YES to ratify these tentative agreements.**

Our goal, from the beginning, has been to improve our economic conditions. The rising cost of living and Bill 124 wage constraints that we faced have made this even more important. The Tentative Agreements for both CUPE 3261 and 3902 members includes across-the-board wage increases of 9%, 2%, 1.8% (or 5.7%, 2%, 1.8% for Casual and 89 Chestnut members who were not subject to the same 3 years of wage restraint as FTPT). This alone does not meet the cost of living. **That said, the Tentative Agreements won in both CUPE 3902 and 3261 include substantial financial wins that have never previously been achieved in a single Collective Agreement, and that your employer has historically rejected. These wins put more money in your pocket through additional means.**

On the last day of bargaining you secured:

- FTPT: **\$25 minimum wage for all workers (more than 400!)** who would remain below \$25 after 9% – includes Cashier, Building Patrol, Service Worker Caretaking, and Maintenance Worker II
- Chestnut: **\$25 minimum wage for all non-tipped workers (more than 40)** who would remain below \$25 after 5.7% – includes Cashier/Hostess, Food Service Worker, Room and Public Area Attendant, and Make Ready Team
- Casual: Hospitality worker clothing allowance, stronger equal pay for equal work language, improved conversion criteria

You achieved the above wins thanks to your unity and solidarity. You also secured substantial gains in bargaining before this past weekend. **The majority petition, strike vote, and rallies all helped to put pressure on U of T to win these gains, including:**

- Raising shift premiums to \$1/hr for FTPT, eliminating the food service carve-out, and establishing equivalent premiums at 89 Chestnut
- Employer to pay a 85% of the extended health premium (up from 75%)
- Employer to pay a 90% of the dental insurance premium (up from 80%)
- Realignments of cooks to \$25.50/hr
- Equitable shift distribution language and 4 paid sick days for Casuals

## Next Steps

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Early next week, we will hold ratification meetings at each campus to go through the Tentative Agreement together and cast our votes.

**Meeting dates, times, and locations will be finalized by the end of this week and communicated to all members.**

If accepted by the membership, the Tentative Agreement becomes the new Collective Agreement. If the tentative agreement is voted down by any unit, that unit will immediately commence a strike.

**Read on for a summary of each tentative agreement, and for links to the full TA document.**

## FTPT Unit Summary

### Wages

When we first went to the table the University said “we are not interested in establishing a living wage”. **On Sunday night we won one of our major goals of \$25/hour for every single member!** We also succeeded in achieving a wage realignment for cooks. Even though we didn't receive all the realignments we were fighting for, it was a move that the University had fought strongly against for months – we must ratify this to set a new precedent to win more realignments in the future.

#### Across the boards wage increases

	July 1, 2023 (retro)*	July 1, 2024	July 1, 2025
<b>All classifications</b>	9%	2%	1.8%

\*The average retroactive payment for a full-time member who has been employed by the university since July 1st, 2023 is estimated to be approximately \$3,000 before taxes. Actual retroactive payment will depend on your hourly wage rate, employment status and hire date.

#### Individual classification adjustments

	Classification	July 1, 2023 (retro)	Upon ratification
<b>Realignment</b>	Cook	9% (\$24.90)	\$25.50
<b>Increases to \$25/hr</b>	Service Worker Caretaking	9% (\$24.82)	\$25.00
	Cafeteria Worker	9% (\$24.61)	
	Cashier	9% (\$23.87)	
	Building Patrol I	9% (\$24.74)	
	Maintenance Worker II	9% (\$24.90)	
<b>Merging to the higher classification**</b>	Building Patrol II	9% (\$24.61)	\$25.00 (Building Patrol I rate)
	Stores Technician I	9% (23.85)	\$25.10 (Stores Technician II rate)
	Laboratory Animal Technician II	9% (\$26.31)	\$27.35 (Laboratory Animal Tech III rate)
	Veterinary Technologist I	9% (\$30.03)	\$32.46 (Veterinary Technologist II rate)

\*\* Members in these classifications have the ability to opt-out of joining the higher paid classification and rates.

## Benefit Costs

Not only did we successfully fight off benefit changes that we didn't want and knew would further increase our premiums, we won historic changes to reduce our cost of benefit premiums – a cost share with the University **that hasn't changed since at least 1991!**

- Extended Health premiums: Decrease member's contribution from 25% of the cost to 15% of the cost – **meaning members will be spending 40% less for the same benefit**
- Dental premiums: Decrease member's contribution towards Dental premiums from 20% to 10% – **meaning members will be spending 50% less for the same benefit**

See the cost savings below for the average Full-Time employee: \*

Type	Benefit	Cost per pay cheque now	Cost per pay cheque upon ratification	Total savings per pay cheque
Family	Dental	\$20.67	\$10.34	\$28.35
	Extended Health	\$45.06	\$27.04	
Individual	Dental	\$8.24	\$4.12	\$9.14
	Extended Health	\$12.55	\$7.53	

\* Based on current benefit rates which we expect to go up on July 1st as usual – however you will still experience savings because the employer's share of the cost has increased and we did not accept benefit improvements.

## Premiums

### Shift Premiums

- Afternoon shift premium (applies to shifts where the majority of hours worked fall between 4PM and midnight)
  - **Increase from \$0.65/h to \$1.00/hr**
  - **Elimination of the “carve out”** which required food service workers to work the majority of their hours between 7PM and midnight to receive the same premium
- Overnight shift premiums (applies to shifts where the majority of hours worked fall between midnight and 8AM)
  - **Increase from \$0.75 to \$1.00/hr**

### Red Seal Premium

- New Red Seal Premium which previously only existed in the 89 Chestnut CBA: **\$1.00/hr for employees in the Chef, Sous Chef, Head Cook or Cook classifications who hold a Red Seal certification**

## Other Monetary

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### Probationary Rates

Delete the probationary/start rates (which are 10% less than the full rate) for all classifications:

- Upon ratification all members currently making the probationary wage rate will immediately move to the full rate
- All future hires will now immediately receive the full rate (**for a new member making \$25/hr this means an extra \$1,800 during their 90 days on probation**)

### Safety Boot/Shoe Allowance

- \$175 to **\$200/year**

### Standby Pay – Snow Removal

- Increase standby pay for Landscape Technicians from two (2) hours' pay/week to **five (5) hours pay/week** upon ratification

### Paid Holidays

- An employee whose regularly scheduled day of work falls on a statutory holiday and who is not required to work on that day shall be paid no less than their regularly scheduled hours for that statutory holiday
  - For example: It was previously the case that a part-time member would earn less when off on a stat holiday

### Educational Assistance for Employees

- Various improvements and increases to course reimbursement maximums

### Temporary assignments to lower classifications

- Members temporarily assigned to lower classifications will not have their pay reduced for **four (4) weeks** instead of the previous two (2) weeks.
- Limit temporary assignments to lower classifications to **six (6) months** instead of the previous which was **unlimited**.

## Other

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### Job Security

Strengthen the job security article titled “Work Done by Supervisors or Non-Bargaining Unit Employees” by striking out the word “regularly”. The article will now read:

- **“Employees who are not in the bargaining unit will not regularly perform the duties normally carried out by those employees who are covered by this Agreement, except for the purposes of instructions, experimenting, investigation, or in emergencies when regular employees are not available.”**

Paid Personal Days

- **One (1) additional paid personal day to a total of five (5)**
- In cases where an employee's regular shift is greater than eight (8) hours, a day shall be considered as the length of the employee's regular shift.
  - For example: A Building Patrol member at UTM who works 4 x 10 hour shifts a week, will now be able to use one personal day to take off one 10 hour shift

Retirement Bridge

- **Reinstatement of the retirement bridge in effect from March 31, 2024 to May 31, 2026**

Training

- **No more training on our own time!** Any and all required training shall be provided by the employer during members' regular hours of work if possible, and in all cases members will be compensated for attending the training
- ASIST (Applied Suicide Intervention Skills Training) to be provided to all Building Patrol members in the unit

Leaves

- Bereavement Leave
  - Change leave from five (5) *consecutive* days to *consecutive working* days, and make language more inclusive. This means that weekends will no longer count towards bereavement leave.
- Administrative Leave
  - Increase the leave for executive members to assist in the administration of the union from thirty-two (32) to forty-eight (48) hours per month and guarantee this leave for whichever member the union chooses. This will allow us to ensure our secretary treasurer has the time required to administer the local's finances.
- Compassionate Care Leave
  - Add "Family Caregiver Leave" to applicable leaves per the *Employment Standards Act*

Aramark Seniority

- Recognize seniority for former Aramark Food Service Employees for purposes of differentiating seniority rights within that group of members

Misc

- Length of agreement: 3 years
- Sessional employees will be provided with their schedule four (4) weeks in advance of their return from sessional leave
- Increase the size of the negotiating committee by one (1)
- Improvements to the information the union receives about our membership
  - Include employee personnel number wage rates on dues lists
  - Include wage rate on membership list and provide quarterly list of the location of food service members
- LOI on bargaining timeline which implicitly recognizes that CUPE 3261 can bargain all units in parallel
- Temporary workers will not have to repeat the probationary period if rehired within 12 months
- Remove the section on coaching letters from the the article on discipline and make a new article

[See the full FTPT Tentative Agreement here](#)

## 89 Chestnut Unit Summary

### Wages

When we first went to the table the University said “we are not interested in establishing a living wage”. **On Sunday night we won one of our major goals of \$25/hour for every single non-tipped member!** We also succeeded in achieving a wage realignment for cooks. Even though we didn’t receive all the realignments we were fighting for, it was a move that the University had fought strongly against for months – we must ratify this to set a new precedent to win more realignments in the future.

#### Across the boards wage increases

	January 1, 2024 (retro)	January 1, 2025	January 1, 2026
<b>All classifications</b>	5.7%	2%	1.8%

#### Individual classification adjustments

	Classification	January 1, 2024 (retro)	Effective date of ratification
<b>Realignment</b>	Cook	5.7% (\$24.84)	\$25.50
	Lead Hand Food Service Worker**	5.7% (\$26.20)	\$26.29
<b>Increases to \$25/hr</b>	Food Service Worker	5.7% (\$24.53)	\$25.00
	Room and Public service Attendant	5.7% (\$24.75)	
	Cashier	5.7% (\$23.80)	
	Make Ready Team	5.7% (\$24.83)	
<b>Minimum Wage Rate</b>	Any classification below \$18/hr after 5.7% wage increase	5.7%	\$18/hr ... and \$19/hr in 2025 ... and \$20/hr in 2026

\*\* Align with FTPT Unit Lead Hand Cafeteria Worker rate



## Benefits

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Not only did we successfully fight off benefit changes that we didn't want and knew would further increase our premiums, we won historic changes to reduce our cost of benefit premiums – a cost share with the University **that hasn't changed since at least 1991!**

- Extended Health premiums: Decrease member's contribution from 25% of the cost to 15% of the cost – **meaning members will be spending 40% less for the same benefit**
- Dental premiums: Decrease member's contribution towards Dental premiums from 20% to 10% – **meaning members will be spending 50% less for the same benefit**

See the cost savings below for the average Full-Time employee:\*

Type	Benefit	Cost per pay cheque now	Cost per pay cheque upon ratification	Total savings per pay cheque
Family	Dental	\$20.96	\$10.48	\$29.58
	Extended Health	\$47.76	\$28.66	
Individual	Dental	\$8.35	\$4.18	\$9.49
	Extended Health	\$13.31	\$7.99	

\* Based on current benefit rates which we expect to go up on July 1st as usual, however, we still anticipate you will experience savings because the employer's share of the cost has increased and we did not accept benefit improvements.

### Sick Leave

- Establish **15 weeks of paid sick leave** in alignment with FTPT Unit

### Child Care Benefit Plan

- Establish in alignment with FTPT Unit

## Premiums

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### Shift Premiums

- Establish \$1/hr shift premium in alignment with FTPT Unit: All workers for which the majority of their shift falls between the hours of 4PM and 8AM will receive **an extra \$1/hr**

### Red Seal Premium

- Expand the \$1.00/hr to **cooks** who have received their Red Seal certification

## Other Monetary

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### Probationary Rates

Delete the probationary/start rates (which are 20% less than the full rate) for all classifications:

- Upon ratification all members currently making the probationary wage rate will immediately move to the full rate
- All future hires will now immediately receive the full rate (**for a new member making \$25/hr this means an extra \$3,600 during their 90 days on probation**)

Other changes to probation in alignment with FTPT contract:

- Enroll new employees in benefits after 30 working days, and other alignment changes

### Boot/Shoe Allowance

- \$175 to **\$200/year**

### Educational Assistance for Employees

- Various improvements and increases to course reimbursement maximums in alignment with FTPT Unit

## Other

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### Meals

- Expand meal allowance to all 89 Chestnut unit members

### Vacation

- Align vacation entitlements with FTPT Unit by July 1, 2025:
  - Employees with between 1 and 5 years of service will move from 2 weeks vacation to **3 weeks**
  - After 6 years, vacation **increases by one day each year** until it reaches a maximum of 5 weeks after 15 years of service

### Training

- Any and all required training shall be provided by the employer during members' regular hours of work if possible, and in all cases members will be compensated for attending the training

### Leaves

- Paid Personal Days
  - **One (1) additional paid personal day to a total of five (5)**
  - Align with FTPT Unit language to allow for half paid personal days, and other minor changes

- Bereavement Leave
  - Align with FTPT Unit: Allow for 5 consecutive working days, more broad qualification of family members to which bereavement applies, no reduction in bereavement for grandparents and grandchildren
- Administrative Leave
  - Allow 89 Chestnut members elected to the union executive access to the same administrative leave as FTPT Unit. This will allow us to ensure our secretary treasurer has the time required to administer the local's finances.
- Compassionate Care Leave
  - Add "Family Caregiver Leave" to applicable leaves per the *Employment Standards Act*

#### Shift Assignment and Seniority

- Amend *LOU #8: Seniority* to clarify practise of how available hours of work are to be distributed to employees

#### Misc

- Length of agreement: 3 years
- Eliminate the language in *LOU #5: Housekeeping* which previously prohibited the union from taking a dispute on room assignments to arbitration
- Allow Cashier/Hostess workers to be combined with the Food Service Worker classification. Those that opt not to be combined will be "grandparented".
- Improvements to the information the union receives about our membership
  - Include employee personnel number wage rates on dues lists
- New Terms of employment in alignment with FTPT
  - Establish sessional appointments (existing employees will have the option of becoming "sessional" only if they choose to do so)
  - Establish Temporary and Term positions
- New employee meetings:
  - Changes to Article 4: Relationship and Article 6: Representation to further align with FTPT and grant meetings to union representatives with new employees
- LOI on bargaining timeline which implicitly recognizes that CUPE 3261 can bargain all units in parallel
- Establishment of the retirement bridge in effect from **March 31, 2024 to November 30, 2026**

#### Minor Changes

- Remove the section on "board of arbitration" in Article 9 to accurately reflect current practise
- Add LTD and rename life insurance plan in Article 20: Benefits
- Delete previous retirement allowance which was not in effect (and replacing it with the Bridge)

[See the full 89 Chestnut Tentative Agreement here](#)

**Casual Unit Summary**

**Wages**

Casual workers will see an increase of 5.7%, retroactive to July 1, 2023, a 2% increase on July 1, 2024, and 1.8% increase on July 1, 2025. At the same time, a new minimum wage will apply retroactive to July 1, 2023. Any worker below \$18 will be bumped up, retroactive to July 1, 2023, followed by \$19 this July 1, and \$20 on July 1, 2025.

The new rates would mean an 8.7% increase for minimum wage workers, 5.6% increase this July, and a 5.3% increase July 2025.

We also won equal pay for equal work language — any casual worker who does the same work as a Full-Time Part-Time (FTPT) worker will be eligible for the same pay rate.

**Across-The-Board Wage Increase**

	<b>July 1, 2023 (retro)</b>	<b>July 1, 2024</b>	<b>July 1, 2025</b>
<b>All classifications</b>	5.7%*	2%	1.8%

\*5.7% due to the 2.6% and 2.7% increases from 2021 and 2022 while FTPT received 1% and 1%.

**Minimum Wage Rate\*\***

	<b>July 1, 2023 (retro)</b>	<b>July 1, 2024</b>	<b>July 1, 2025</b>
<b>Any classification below \$18/hr after 5.7% wage increase, below 19\$ after 2% increase, and below \$20 after 1.8% increase</b>	\$18/hour	\$19/hour	\$20/hour

\*\*Any classifications below the minimum rate after the ATB increase is applied is bumped up

Same Pay for Same Work

For the first time, we won language on equal pay for equal work (referred to as ‘same pay for same work’ in the contract). This language opens the door for casual employees who perform the same work as a FTPT worker to be paid the equivalent FTPT job rate within the “temp” wage schedule.

*This does not kick in automatically — it is up to us to determine which jobs are the same since the university takes the position that our work is not the same. Moving forward, we will reach out to casual workers to confirm which classifications are doing the same work and start the process of fighting for Full-Time rates.*

## Other Monetary

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### Paid Sick Days

- Employees will receive an additional two paid sick days, **bringing the total to four days per year. These paid sick days can be used at any point during the year.**

### Boot/Shoe Allowance

- \$175 to **\$200/year**

### Hospitality Worker Clothing Allowance

- Hospitality workers can now claim a new **clothing allowance of \$75 per year** for any work attire. This allowance is designed to help hospitality workers offset the cost of maintaining and purchasing the required formal clothing.

## Other

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### Shift Distribution

- New language that **requires shifts to be distributed equitably**, taking into account employee availability

### Scheduling

- Schedules must be posted one week in advance based on the employee's availability

### Training

- Any and all required training shall be provided by the employer during members' scheduled hours of work if possible, and in all cases members will be compensated for completing the training
- ASIST (Applied Suicide Intervention Skills Training) to be provided to all Building Patrol members in the unit

### Conversion

- FTPT conversion calculation changed from 23 bi-weekly pay periods per year for two years to 46 by-weekly pay periods over two years.
- This modification offers greater flexibility. Under the current rules, only six weeks per year are allowed to fall below the 40% threshold. The new rules will permit 12 weeks to be spread across both years.

### Late/Incorrect Pay

- New language to ensure the university rectifies late payments of more than \$50 within seven working days

Leaves & Preferred Hiring

- New study/research leave allowing members to take 12 months off for any academic-related leave without losing preferred hiring status
- New language ensuring any ESA-related leaves do not impact preferred hiring status

Hired into FTPT

- Any casual employee hired into a FTPT position with equivalent core duties and responsibilities can apply hours worked as a casual toward the probationary period
- For casuals hired into FTPT positions, 2000 casual hours will equal one-year seniority, an improvement from the previous 2080 hours.

Misc

- Length of agreement: 3 years
- Increase the size of the negotiating committee by one (1) to five (5)
- Improvements to the information the union receives about our membership
  - Include wage rates on the membership list
- The union will receive gratuity data for *all* tipped positions, not just those at Hart House
- Housekeeping Changes
  - Clarify vacation pay to be paid in accordance with the Employment Standards Act
- LOI on bargaining timeline which implicitly recognizes that CUPE 3261 can bargain all units in parallel

[See the full Casual Tentative Agreement here](#)