

**EMPLOYER RESPONSES TO UNION PROPOSALS BY PROPOSAL NUMBER
and EMPLOYER PROPOSALS**

To guarantee there is no disruption to the students of York, the University is willing to refer all outstanding matters preventing the renewal of the Collective Agreement to interest arbitration upon the agreement of CUPE 3903-3.

UNIT 3

February 23, 2018

| Wages and Benefits (34 Proposals) | | | | | |
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| # | Article Number | Prior Collective Agreement Language | Proposed Change | Proposed Collective Agreement Language | Employer Counter Proposal |
| 1a. | U3 10.02 | New | Wages | Union is requesting 4% wage increase each year of the collective agreement | <p>Unit 1</p> <ul style="list-style-type: none"> Increase salary rates in 10.02 by 1.7% effective September 1, 2017, September 1, 2018 and September 1, 2019. Increase 2016-17 supplementary assistance in an amount equivalent to 1.7% effective September 1, 2017, September 1, 2018, September 1, 2019. Increase Graduate Financial Assistance rates in 10.08 by an amount equivalent to an increase of 1.7% effective September 1, 2017, September 1 2018 and September 1, 2019. |
| 1b. | U3 10.04 | New | Increase vacation pay to 6% | All members of the bargaining unit shall be entitled to an additional 4% of salary as vacation pay. Vacation pay shall be calculated, identified separately, and included as part of an employee's regular monthly salary payment unless the employee requests in writing at the time she is | 10.04 All members of the bargaining unit shall be entitled to an additional percentage of their salary as vacation pay. For those employees who have less than five years of cumulative service, vacation pay shall be 4%. For |

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| | | | | <p>appointed that her vacation pay be included in the last regular monthly salary payment.</p> <p>Effective January 1, 2018, vacation pay for all members of the bargaining unit shall increase to 6% of salary.</p> | <p>those who have five or more cumulative years of service they will receive vacation pay of 6%. Vacation pay shall be calculated, identified separately, and included as part of an employee's regular monthly salary payment unless the employee request in writing at the time she is appointed that her vacation pay be included in the last regular monthly salary payment.</p> |
| 2 | U3 10.05 | New | Penalize employer for late pay cheques | For any appointment that has commenced, where the Employer fails to remit payment on the regular pay day the Employer shall pay an additional 10% of the monthly salary for the appointment per month to the Employee as a penalty. | No. Many late payments are caused by factors outside the employer's control including late submission of necessary information. |
| 3 | U3 15.091 and 15.09.2 | <p>15.12.2 The employer agrees to contribute annually to operating costs of the Student Centre Childcare facility. In each year of the collective agreement, the amount allocated shall be \$37,000. By September 30 of each academic year the employer will allocate \$40,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. For 2014-15 only, this subsidy amount shall be \$50,000, instead of \$40,000. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee</p> <p>15 13 3 - By September 30 of each academic year the Employer will allocate \$40,000 to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate For 2014-15 only, this subsidy amount shall be \$50,000, instead of \$40,000 An annual report on the expenditure of this money</p> | Campus Childcare Facilities | <p>The Employer agrees to contribute annually to operating costs of the Student Centre Childcare facility. In each year of the collective agreement, the amount allocated shall be \$80,000. By September 30 of each academic year the Employer will allocate \$80,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. For 2014-15 only, this subsidy amount shall be \$50,000, instead of \$40,000. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee</p> <p>The Employer agrees to contribute annually to operating costs of the York Co-operative Day Care Centre facility. In each year of the collective agreement, the amount allocated shall be \$80,000. By September 30 of each academic year the Employer will allocate \$80,000 to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate.</p> | <p>15.09.1 The employer agrees to contribute annually to operating costs of the Student Centre Childcare facility. In each year of the collective agreement, the amount allocated shall be \$40,000. By September 30 of each academic year the employer will allocate \$50,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. For 2014-15 only, this subsidy amount shall be \$50,000, instead of \$40,000. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee</p> <p>15 09.2 - By September 30 of each academic year the Employer will allocate \$50,000 to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate. An annual report on the expenditure of this money shall be submitted in writing to the</p> |

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| | | shall be submitted in writing to the Labour/Management Committee | | For 2014-15 only, this subsidy amount shall be \$50,000, instead of \$40,000. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee | Labour/Management Committee |
| 4 | Letter of Intent All Units | New | Campus Childcare Centres at Markham and Glendon Campuses | <p>Mindful of the connections between accessible education, job security and affordable childcare, the employer confirms its intent to develop adequate childcare services for CUPE 3903 members and the wider York University community at both Glendon and Markham Campuses during the life of this contract, 2017 to 2020.</p> <p>The employer shall develop accessible and affordable childcare services at Glendon Campus immediately. The employer shall 1) locate and secure a suitable and accessible location for the childcare facility on Glendon campus and 2) fund the initial construction, development and staffing of the childcare facility in accordance with the rules and regulations set out by the Child Care and Early Years Act, 2014. The Employer agrees to contribute annually to operating costs of the Glendon childcare facility. In each remaining year of the collective agreement, the amount allocated shall be \$80,000. Additionally, once the childcare facility has become operational, the Employer will allocate \$80,000 a year for the remaining years of the contract to the Glendon Childcare facility to be used for subsidies for members of CUPE 3903 who use the services of the facility. These childcare services will be developed in consultation with CUPE 3903 and other community groups that have a vested interest in accessible and affordable childcare at Glendon Campus. Failure to follow through on the development of an accessible and affordable childcare facility at Glendon campus during the life of this contract will result in a \$350,000-dollar donation to CUPE 3903's childcare fund.</p> | No. Addressed by #5 below |

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| | | | | The employer shall develop accessible and affordable childcare services at Markham Centre Campus during the next contract period, 2017 to 2020. Although Markham Centre Campus will not be operational until 2021, the employer shall 1) locate and secure a suitable and accessible location for the childcare facility on Markham Centre campus and 2) fund the initial construction, development and staffing of the childcare facility in accordance with the rules and regulations set out by the Child Care and Early Years Act, 2014. These childcare services will be developed in consultation with CUPE 3903 and other community groups that have a vested interest in accessible and affordable childcare at Markham Centre Campus. If final plans or budgets for the Markham Centre Campus are approved by York's decision-making bodies without the inclusion of a childcare facility at Markham Centre Campus, the employer will make a \$350,000-dollar donation to CUPE 3903's childcare fund. | |
| 5 | U3 15.09.3 | A Childcare Fund in the amount of \$200,000 will be made available in each of 2015-2016 and 2016-2017 The administration of the Fund will be referred to the Joint Labour Management Committee | Increase to the Childcare Fund | Effective September 1, 2017, the \$200,000 allocated to this fund will be increased to \$400,000. Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee. | A Childcare Fund in the amount of \$260,000 will be made available in each of 2018-2019 and 2019-2020. Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee. |
| 6 | U3.22, | Effective September 1, 2011 the Employer will provide to CUPE 3903 a total amount of \$100,000 to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. Effective September 1, 2012 increase the total amount to \$150,000. Effective September 1, 2014, the total amount will be increased to \$170,000, and effective September 1, 2015 the total amount will be increased to \$180,000 per year | Increase Extended Health Benefits | Effective September 1, 2017 the Employer will provide to CUPE 3903 a total amount of \$300,000 in each year of the agreement to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. | On each of September 1, 2018 and September 1, 2019, the Employer will provide to CUPE 3903 a total amount of \$220,000 to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee. |

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| 7 | U3 10.10(1) | The Employer shall contribute toward the yearly administration cost and eligible claims under an Administrative Services Only (“ASO”) Group Dental Plan for each employee | Dental | The employer shall contribute toward the yearly administration cost and eligible claims to the amount of \$5000 dollars a year per employee under an Administrative Services Only (“ASO”) Group Dental Plan. Orthodontics and dental implants shall be considered an eligible expense under the ASO Group Dental Plan. | Existing plan is a very good plan, particularly for part time employees. |
| 8 | U3 10.10 (3) | The employer shall contribute toward the yearly administration cost and claims under an ASO Group Vision Care Plan for each employee | Vision | The employer shall contribute toward the yearly administration cost and claims under an ASO Group Vision Care Plan to the amount \$2000 every two years for each employee | No. Existing plan is a very good plan, particularly for part time employees. |
| 9 | U3 10.10 (5) | New | Paramedical | The employer shall contribute toward the yearly administration cost and claims under an ASO Group Paramedical Plan for each employee. The employer will pay 100% of the costs, up to a maximum of \$5,000 per specialty and an overall combined maximum of \$10,000 per person per benefit year for all paramedical specialists including, but not limited to: licensed psychologists and social workers, licensed massage therapists, licensed physiotherapists, licensed naturopaths, licensed chiropractors, licensed podiatrists and chiropodists including the full cost of all orthotics, licensed psychoanalysts, licensed psychotherapists, licensed family therapists, licensed psychiatrists, licensed acupuncturists, licensed audiologists, licensed occupational therapists and shiatz. | No. |
| 10 | U3 10.09 | New | Automatic Enrolment in Benefits Plan for all Members | All bargaining unit members shall receive the benefits enrolment form and/or link to a benefits enrolment form with a benefit booklet and a link to https://3903.cupe.ca/benefits-plan/ with the written offer of employment or written notice of assignment | All bargaining unit members shall receive the benefits enrolment form and/or link to a benefit enrolment form along with either a benefit booklet and/or a link to the benefits available with the written offer of employment. |
| 11 | U1 10.09 | For employees in the priority pool other than PhD 6 whose employment is in one term only such that | Provide year-round coverage for all | For employees who have held a contract for any period in a given academic year, they shall be | No change. |

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| | | there will be a gap of no more than eight months before their next Unit 1 appointment, they will have Dental, Drug and Vision benefits coverage extended for up to eight months rather than four months . As an administrative matter, any claims after the first four months and before the end of the eight months would not be submitted until the employee returns to work and eligible claims would be promptly paid thereafter. | members | eligible for all health-related benefit coverage for that full academic year (i.e. Sept. 1-Aug. 31) | |
| 13 | U3 10.09 | New | Access to EFAP | | AGREED: The Employer shall provide access to all members and their family to the Employee and Family Assistance Program (EFAP) for the remainder of any academic year in which an employee has worked under a contract. |
| 14 | U3 10.10.4 | New | Continuous Coverage from Sick Leave to LTD | The employer agrees to ensure that members covered under this plan receive uninterrupted coverage between the end period of sick leave and the start of LTD. | No. |
| 15 | U3 10.10.4 | | Add LTD to Unit 3 and reduce earnings requirement | The Employer shall contribute towards the yearly premiums of the existing UNUM Long-Term Disability Plan or another Long-Term Disability Plan that provides at least the same level of benefits as the existing UNUM plan (the "LTD Plan") for employees who meet the criteria in (i) and (ii) below: (i) has at least four months of service to the University and will earn at least \$2,000 (if the fall/winter earnings are less than \$2,000, the previous summer's earnings will be taken into account to determine eligibility); and (ii) is not covered by another employer-paid long-term disability plan, shall be enrolled in the LTD Plan All provisions concerning the establishment or maintenance of the UNUM Long Term Disability Plan shall be governed by the Labour/Management | No. |

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| | | | | Committee. It is further recognized and understood that the representatives of the union are equally entitled to being involved in the processing of claims by the members of the Plan including directly interacting with the representatives of the carrier, any third-party broker, and all administrators of the employer handling administrative matters relating to such claims. It is recognized that members may initiate claims by way of contact through the union | |
| 16 | LTD Plan Text | Members receive 66% of wage at time of disability/leave | Increase LTD payment Proposal Amended Nov 13/17 – Increase LTD payment | 10.12.1 (iii) Employees shall receive as monthly benefit 80 % of their wages or \$4,000 whichever is less. | No. |
| 17 | U3 16.09 | Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a female employee shall be entitled to paid maternity leave of up to seventeen thirty-fifths of the period of her Appointment Contract(s). Requests for Maternity Leave will be made as soon as practicable, and normally no later than one month before the intended start-date of the leave | Paid Maternity Leave | Upon written request to the Chair/Dean/Director indicating the expected date of delivery, an employee shall be entitled to paid maternity leave of up to thirty five thirty-fifths of the period of her appointment contract(s). Requests for Maternity Leave will be made as soon as practicable, and normally no later than one month before the intended start-date of the leave. | No. |
| 18 | U3 16.20 | New | Sexual Violence and/or Gender-Based Violence Leave | An employee shall be eligible for gender-based and/or sexual violence leave if they are prevented, by the long-term physical and emotional trauma that stems from being a survivor of gender-based or sexual violence, their normal assigned duties. To qualify for gender-based and/or sexual violence leave the employee must have notified their supervisor as to the expected duration of the leave and, if requested to do so, provide proof of ongoing physical or emotional trauma in the form of an appropriate certificate signed by a qualified practitioner. Under no circumstance will the nature or extent of the gender-based and/or sexual violence experienced by the survivor have to be disclosed to the employer and the employer will ensure complete confidentiality regarding the nature | An employee may request and take a domestic or sexual violence leave where they or their child experiences or is threatened with domestic or sexual violence. This leave will be to allow the employee to seek medical attention, counselling, victim and support services, legal assistance and or to relocate. The employee, if requested to do so, will provide reasonable proof signed by a qualified practitioner. Upon approval of such a leave the employee will be entitled to a paid leave of up to six thirty-fifths and the total leave may extend for up to the duration of the academic term. The details or extent of the violence threatened or experienced need not be disclosed to the employer and the |

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| | | | | <p>of the employee's leave. In the case of an extended absence, the employee, to the best of their ability, shall keep their supervisor informed of the anticipated date of the employees return.</p> <p>If the employee satisfies the above, they shall suffer no reduction in pay for sick leave of up to a total of eight-thirty-fifths of the period of their Appointment Contract(s). In the fall/winter session, one thirty-fifth equals one week in time off and one week in salary. In all other sessions, one thirty-fifth equals one week in time off, but one thirty-fifth of the salary of the employee's appointment contract(s).</p> <p>For employees with at least four months of service to the University, earning a minimum of \$8,200, a gender-based and/or sexual violence leave supplement of up to four months in time off, including the paid gender-based and/or sexual violence leave entitlement as provided for in ARTICLE NUMBER, shall be granted by the Dean/Principal or designate upon submission of an appropriate certificate signed by a legally qualified practitioner that such additional sick leave is required. Again, under no circumstance will the nature or extent of the gender-based and/or sexual violence experienced by the survivor have to be disclosed to the employer and the employer will ensure complete confidentiality regarding the nature of the employee's leave.</p> <p>Where an employee has exhausted their gender-based and/or sexual violence leave and any other leave entitlement under this agreement, they may be eligible for Long Term Disability.</p> <p>Where an employee who qualified for and received LTD benefits returns to work they shall be credited for applicable prior experience during the period of their leave accrued at a rate equivalent to the</p> | <p>employer will maintain confidentiality regarding the nature of the employee's leave. In the case of an extended absence beyond ten (10) days, the employee, to the best of their ability, shall keep their supervisor informed of the anticipated date of the employees return.</p> |

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| | | | | greater of the average rate of accrual during the two twelve-month periods immediately preceding the leave, or the rate of accrual at the point of the commencement of the leave. | |
| 19 | U3 11.07.2 | New | Cover Public Transit Costs | The employer will reimburse employees 100% for all public transit costs. | No. Review developments in regard to UPASS. |
| 20 | U3 11.07 | When an employee is appointed or assigned duties at a place of work other than the York University campus, the employee shall be reimbursed for those reasonable costs of travel to and from the off-campus place of work which are in excess of the normal costs of travel to and from the employee's principal residence and the York University campus. Automobile expenditures in this regard shall be reimbursed at a rate of \$.45per kilometre in excess, or whatever kilometreage policy is in effect, whichever is the greater. | Increasing mileage rate and tying to CRA recommended rate; include parking costs | When an employee is appointed or assigned duties at a place of work other than the York University campus, the employee shall be reimbursed for those reasonable costs of travel to and from the off-campus place of work which are in excess of the normal costs of travel to and from the employee's principal residence and the York University campus. Automobile expenditures in this regard shall be reimbursed at the automobile allowance rate, as set and amended from year to year by the Canada Revenue Agency. When an employee is employee is appointed or assigned duties at a place of work other than the York University campus, the employee shall be reimbursed for the parking costs associated with that place of work. | No. The kilometrage paid is the same as extended to all employees of the University and is standard. |
| 22 | U1 15.28 U2 15.29 U3 11.12 | New | Provide partial refund for campus residence cost | All members of the bargaining unit who reside in university housing on York University campuses shall receive, for each month in which they reside there, \$200 per month as a partial reimbursement for rental payments. | No. |
| 23 | U3 18 | Effective September 1, 2011 the \$10,000 allocated to this Fund will be increased to \$20,000. Effective September 1, 2014 \$30,000 will be allocated to this Fund. Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee. | Increase Ways and Means | Effective September 1, 2017 the \$30,000 allocated to this fund will be increased to \$40,000. Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee. In addition, \$30,000 will be allocated to the Fund | AGREED: Effective September 1, 2018 the employer will contribute \$85,000 to this fund in each year of the collective agreement. Allocations from the Fund will be made by the |

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| | | In addition, \$10,000 will be allocated to the Fund each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer). | | each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer). | <p>Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.</p> <p>In addition, the University will commit to up to \$10,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer).</p> |
| 24 | U3 26 | New | Sexual Violence Survivor Fund | Effective September 1, 2017, the Employer will provide to CUPE 3903's Trans Feminist Action Caucus a total amount of \$100,000 each year to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence. | No. University addressing the issue of support for survivors through new paid leave provision and as a campus wide concern through the Sexual Violence Response Centre. |
| 26 | U3 25.01 | New | Increase to Trans Fund | Effective September 1, 2017, \$100,000 will be allocated to this Fund annually. Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee | <p>AGREED:</p> <p>Effective September 1, 2018, \$40,000 will be allocated to this Fund annually. Allocations from the Fund will be made by the Union based upon pre-established and posted guidelines.</p> <p>An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.</p> |
| 27 | U3 27 | New | Racial Discrimination Fund | <p>Effective September 1st 2017, the Employer will allocate \$40,000 per contract year to the union to assist racialized members who have experienced racism and discrimination. The fund will be set up and administered by the union. A report of disbursement of funds through the LMC will be made to York.</p> <p>York will support the tracking of racial discrimination experienced by members of 3903 on campus through a fund to the amount of \$40,000 to help all unit members meet obligations during this stressful</p> | No. The Employer believes that the appropriate allocation of funding and resources for campus-wide research and review should be conducted through the new VP area of Equity discussed at Senate. |

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| | | | | time. The fund will be set up and administered by the union. A report of disbursement of funds through the LMC will be made to York. | . |

| Tuition and Funding (14 Proposals) | | | | | |
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| # | Article Number | Prior Collective Agreement Language | Proposed Change | Proposed Collective Agreement Language | Employer Counter Proposal |
| 35 | U3 New Letter of Intent | New | Provide minimum guarantee of \$15,000 per year for U3 members | All members of the bargaining unit shall have a minimum guarantee of \$10,000 per year of extra funding above and beyond the guaranteed 0.5 GAship. Such funding may be in the form of scholarships (excluding York Entrance Scholarships), fellowships, or assistantships. | <p>New Article 10.02 Remuneration for Graduate Assistants</p> <p>Effective September 1, 2018, replace existing 10.02 with a new 10.02 to include only wages as follows:</p> <p>Article 10.02 Remuneration for Graduate Assistants</p> <p>Nothing herein is intended to restrict in any way the ability of graduate assistants in the bargaining unit to receive non-employment graduate support (e.g. fellowships, bursaries, awards, scholarships).</p> <p>Employees in the bargaining unit will receive wages for a 270-hour graduate assistantship according to the schedule below, the rates shown to be pro-rated for graduate assistantships of more or less than 270 hours, but in no case shall a graduate assistantship be less than 135 hours.</p> <p>Graduate Assistantship Wage Rates From September 1, 2018 to August 31, 2019: \$ From September 1, 2019 to August 31, 2020: \$</p> <p>Employees in the bargaining unit will not work more than the number of hours of their GAship and no employee will be required to work more</p> |

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| | | | | <p>than 40 hours in any 4-week period except with the employee's written agreement. Further, employees in the bargaining unit will not work more than the number of hours of their GAship without the employee's written agreement and the written agreement of the Dean of FGS or his other designate and any hours worked beyond the number of hours of the employee's GAship will be paid at a pro-rated hourly rate (i.e. the value of a full GAship divided by 270).</p> <p>Effective September 1, 2018 move 10.08 GA Financial Assistance and 10.09 Summer Assistance to a new Article 11 Graduate Assistant Funding and replace Grant-in-Aid with a new GA Supplementary Assistance in Article 11 as follows:</p> <p>Article 11 Graduate Assistant Funding</p> <p>In recognition that Graduate Assistants are full-time graduate students, the following funding is provided in the form of a direct deposit to their student accounts to support their studies:</p> <p>11.1. GA Financial Assistance</p> <p>Effective September 1, 2012 all members of the bargaining unit who are domestic students shall receive \$590 in the fall and winter terms. Beginning in the Fall of 2014 all employees in the bargaining unit shall receive \$630 in the fall and winter terms; beginning in the Fall of 2015 this amount will increase to \$670; and beginning in the fall of 2016, this amount will increase to \$708. Beginning in the fall of 2013 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$740 in the fall and winter terms. Beginning in the fall of 2014 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$790 in the fall and winter terms; beginning in the fall of 2015 this amount will increase to \$840; and beginning in the fall of 2016 this amount will increase to</p> |
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| | | | | | <p>\$888.</p> <p>All members of the bargaining unit who are international students shall receive \$775 beginning September 2012. Beginning in the fall of 2014 all employees in the bargaining unit who are international students shall receive \$875 in the fall and winter terms; beginning in the fall of 2015 this amount will increase to \$975; and beginning in the fall of 2016 this amount will increase to \$1085. Starting in the Fall of 2013 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive \$925 in the fall and winter terms. Beginning in the fall of 2014 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive \$1025 in the fall and winter terms; beginning in the fall of 2015 this amount shall increase to \$1150; and beginning in the fall of 2016 this amount will increase to \$1295.</p> <p>11.2 Supplementary Assistance</p> <p>Graduate students holding a full Graduate Assistantship will receive Supplementary Assistance in the amount of \$3,638. Supplementary Assistance will be provided in equal installments in each term of the GAship in which they are registered full-time and pay fees. Supplementary Assistance will be prorated for less than a full Graduate Assistantship. For example, the Supplementary Assistance for a half graduate assistantship will be \$1,819.</p> <p>11.3 Summer Assistance</p> <p>Bargaining unit members assigned a graduate assistantship in the fall/winter session of 2011-2012 (September 1 to April 30) and who are registered full-time in summer will receive GA summer assistance in the immediately</p> |
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| | | | | | following summer term (May 1 to August 31) of that year in the amount of \$1,200. This amount will be increased to \$1,300 for the summer 2013 and increased to \$1750 for the summer 2014. Effective May 1, 2015 this amount will be increased to \$3000. |
| 43 | U3 15.03 | New | Protect U3 from losing job if their student status changes | Where a full-time graduate student holds a graduate assistantship, and loses, or withdraws from, her full-time status after the commencement of her appointment, she shall retain that position in Unit 3 for the duration of the appointment | Where a full-time graduate student holds a graduate assistantship, and loses or withdraws from her full-time status at any point more than six (6) weeks after the commencement of her appointment, with the agreement of the supervisor, she shall retain that graduate assistantship for the duration of the appointment. |
| 44 | All Units | New | Provide tuition rebates | Bargaining unit members will have all tuition fees fully rebated to them for each semester that they are registered as either a full-time or part-time student at York University | No. |
| 45 | U1 10.12.3 | New | Reduce international fees to domestic level | Bargaining unit members enrolled as international students shall pay the domestic tuition rate | No. |

| Job Security and Workload (27 Proposals) | | | | | |
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| # | Article Number | Prior Collective Agreement Language | Proposed Change | Proposed Collective Agreement Language | Employer Counter Proposal |
| 51 | U3 22 | | Employer's responsibility to maintain an online postings and NRA database | The Employer shall maintain an online database of all postings and Notices of Recommended Appointments issued. Changes to the operation of the database shall require the agreement of the LMC. | AGREED: The Employer shall maintain and update an online system for postings issued for the academic year and archive postings and Notices of Recommended Appointments issued. Where significant changes are made to the Employer's online system for postings, which changes will not impact on the availability above, the Union will be advised and provided a review of the changes at a Labour Management Committee meeting. |

| Equity (19 Proposals) | | | | | |
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| # | Article Number | Prior Collective Agreement Language | Proposed Change | Proposed Collective Agreement Language | Employer Counter Proposal |
| 77 | U1 4.03.1 (vi) | New | Sexual Violence Training | Provide mandatory paid anti-sexual violence training for all CUPE 3903 members as stipulated by 10.02.2(ii) in the Unit 1 collective agreement and 10.04.5 in the Unit 2 collective agreement. Such training shall be designed and delivered in consultation with CUPE 3903. | <p>Add Letter of Understanding</p> <p>CUPE 3903 will be consulted in the development of training on the University's Policy on Sexual Violence required by Provincial regulation. Such consultations will occur no later than three months following the ratification of the renewal collective agreement.</p> <p>Enhanced training on sexual violence will be made available to employees through an application process in a pilot project that will run from September 1, 2018 until August 31, 2020. The enhanced training is specifically intended for employees who believe that the training will be of particular benefit to them based on the circumstances or requirements of their position(s).</p> <p>Employees in CUPE 3903 who complete the enhanced training during the pilot will receive remuneration for the time involved at the Overwork rate.</p> |
| 78 | U1 15.01.2 | New | Breastfeeding Facilities | The employer shall provide all bargaining unit members access to multiple strategically located spaces throughout the Keele, Glendon, and Markham campuses designated specifically for breastfeeding. These facilities will be accessible and outfitted with enough fridge space to accommodate all members using the space, electrical outlets, a sink, and several seating areas so the room can accommodate more than one member using the facility at a time. The employer shall make its best effort to maintain the privacy of these facilities either through an access code or lock and key system. The | <p>ADD to UNIT 1, CBA:</p> <p>Letter of Understanding – Breastfeeding Facilities</p> <p>In negotiations for the 2017-2020 Collective Agreement the Union raised its desire to ensure the accessibility and availability of breastfeeding facilities for its members.</p> <p>The University has a posted family status accommodation guideline on-line and has existing available locations which may be accessed through the Centre for Human Rights.</p> |

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| | | | | employer is responsible for maintaining the cleanliness and safety of these facilities at all times. | The University will ensure that there is accessible and available space where persons may nurse and/or breastpump on each of its campuses. The availability of these locations will be promoted online along with a contact number so that individuals who wish may make arrangements for access. |
| 79 | U3 5.04.1 | | Amend 5.04 | | Amend 5.04 Remove 5.04 Remove last paragraph. Amend 5.04.1: While not a designated group under the Federal Contractors Program the parties recognize and wish to remove any employment barriers and barriers to fair representation for employees that self identify as LGBTQ. Implementation of LGBTQ identified employees as the fifth Employment Equity group within the Collective Agreement will be done so as not to interfere with the Employer's Federal Contractors Program obligations. |
| 84 | U3 5.02.1 | New | Employment Equity Report | Within 2 months of the academic year end, an Employment Equity Report (EER) will be made public in print, online and accessible to all designated groups. The EER will record the <i>progress</i> York has made in each department to meet equity thresholds. When the thresholds have not been met, the hiring unit will be supported to improve its procedures and policies. The EER will focus on strategies to change York's institutional culture to increase employee retention from equity groups demonstrated through concrete results. | Note that the University posts its EE Report online each year. http://yfile.news.yorku.ca/2017/08/21/yorks-2016-statistical-employment-equity-report-is-now-available-online/ |

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| 85 | Letter of Intent for all units | New | Create an of Office of Equity, Diversity, Inclusion, and Intersectionality | <p>RECOMMENDATION A: An Office of Equity, Diversity and Inclusion at York should be established under the direction of a Vice-President or a Vice-Provost, to implement the diversity and inclusion vision of the university. Such an office will also ensure that a diversity and equity lens is used in decision-making, policies and practices. The Office would be located in the heart of the administration and enjoy the resources necessary to ensure the fulfillment of its mandate to drive and track the process of change towards inclusion and diversity.</p> <p>RECOMMENDATION B: A Vice-President or Vice-Provost for Equity, Diversity and Inclusion should be appointed to head the Office of Equity, Diversity and Inclusion and assume responsibility for the implementation of the diversity and inclusion vision at York University. Such an appointment will signal the place of diversity and inclusion at the core of York's mandate.</p> <p>RECOMMENDATION C: The Office of Equity, Diversity and Inclusion would oversee anti-racism training for administration, staff and faculty; the implementation of new structures to address the complaints system for harassment and discrimination; take direct responsibility for the policy, public education and systemic discrimination function of DHPS; oversee the implementation of York's Employment Equity policy; support inclusive curriculum development initiatives; encourage and facilitate research in the areas of equity, diversity and inclusion, so as to produce new knowledge and promising practices; and regularly monitor and publicly report on York University's progress on equity and inclusion.</p> <p>RECOMMENDATION D: The new Office of Equity, Diversity and Inclusion should</p> | The President has confirmed to Senate that VP level position will be created to lead on issues of equity, engagement and inclusion. |
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| | | | | <p>submit a report to the Board of Governors and to the Senate on an annual basis. Such a report should include information on progress on diversity and inclusion goals, on policy and program changes, curriculum and institutional reforms, training for cultural change, communication and accountability. It should be sufficiently transparent and use disaggregated data that is based on the framework as set out OHRC policy guideline "Count Me In" which captures data based on Code protected grounds, inclusive of qualitative and quantitative data collection methods. The following principles are noted within the OHRC guidelines, tracking and reporting data can help organizations to so that there is a clear sense of the impacts on particular groups in the community.</p> <p>RECOMMENDATION E: A Council of Equity, Diversity and Inclusion should be established to support the work of the Office of Equity, Diversity and Inclusion as well as the Vice-President or Vice Provost, EDI. This Council, drawn from faculty, staff and students, will act in an advisory capacity and review the EDI annual progress report on the implementation of diversity and inclusion at York University.</p> <p>RECOMMENDATION F: Diversity and inclusion should be included in the performance evaluation criteria of leadership positions. An example would be adding the following as a fifth criterion to evaluate a chair/director: "A chair-director should be proactive in promoting diversity and inclusion in all areas of academic activity, including admission, hiring, and curriculum"</p> <p>NOTE: It is important to emphasize that the Vice-Provost for EDII will report to York's President AND the EDII Council made up of all stakeholders at York.</p> <p>At the end of the academic year, within two months, the Vice-Provost will hold a public</p> | |
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| | | | | <p>meeting to report on the previous year's activities and accomplishments. This Report will be accessible on York's website and a copy sent to the federal, provincial and municipal governments. The EDII Council will be provided with the resources to issue their own report too. This Report will also be reported on and distributed as outlined above.</p> <p>This annual 'Report Card' will assess progress, steps forward and future goals and objectives. Best practices such as The City of Toronto's Anti-Racism, Access and Equity Policy and Complaints procedure would be integrated in the work at York. This reporting will ensure public accountability of public dollars.</p> | |
| 86 | U3 5.02 | As per Article 4.04.3, the union and the employer agree to maintain the Joint Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment to discuss and investigate systemic and/or individual discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any member of the bargaining unit in her employment relationship, by reason of race, colour, nationality, ancestry, place of origin, or native language (subject to Article 12.02.1). The Committee shall consist of at least two representatives of each party. A representative of each party shall be designated as a joint Chair, and the two persons so designated shall alternate in presiding over meetings. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. The Committee shall have its first meeting within six months of the signing of this agreement. The Committee may make recommendations to the Labour/Management Committee on these matters from time to time. | Anti-Racism Report | The CUPE 3903 representatives on the Advisory Committee on Race/Ethnic Relations, Discrimination and Harassment shall have a minimum of \$50,000 to conduct an Anti-Racism Report at York in 2018. | <p>Letter of Understanding:</p> <p>In negotiations for a renewal agreement for 2017 – 2020, CUPE 3903 and the University discussed a number of issues around equity and diversity, accessibility and accommodations. These included, among other items, proposals on antiracism research, equity research and the enhancement of equity data both for employees and students. The Parties agreed that these issues should be discussed with and reviewed by the new Vice President position at the University with responsibility for equity and inclusion. It is therefore agreed that a consultation meeting will be held by the new Vice President within the first 90 days following the appointment at which CUPE may present and discuss these issues along with any background data and material.</p> |
| 87 | U3 11.03 | New | Accommodations | Where ASL interpreters have been requested but are not available, and/or to facilitate informal respectful communications among Employee | York's process for ASL interpreter support/accommodation is that anyone in need of ASL interpreter accommodation would request same from the University by contacting |

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| | | | | members that are Deaf and hearing staff, faculty, contract administrators, and students, the Employer will make available and promote across all campuses Video Remote Interpreting (VRI) services. | <p>Employee Well Being (EWB).</p> <p>Any employees who identify as hearing impaired and in need of accommodation would work with EWB on appropriate arrangements, which could include ASL interpreter support (as one of a variety of strategies). Interpreter support is requested through DLLL and is arranged by a coordinator, who also serves as coordinator for student ASL interpreter support.</p> <p>The University is piloting the use of an online service for interpreter support in circumstances of interpersonal contact/meetings that are impromptu or arranged on short notice. This VRI system is supported by the Canadian Hearing Society and OIS.</p> |
| 88 | U3 14.04 | New | York to provide equity-group data on who is and is not accepted into graduate school | York will make every effort to encourage applications by, and admissions of, qualified women, Aboriginal persons, racialized people (“visible minorities”), and persons with disabilities and LGBTQ-identified persons. To assess traditional imbalances in the recruitment of students from disadvantaged groups, York will track who applies, who is offered and who is accepted to graduate school, in terms of identification in one or more of the equity-seeking groups. This will be tracked both university wide and by each program | <p>No. This is a request for academic / grad studies data and not employment data. Furthermore The University has just entered into an agreement to work with others and requires an opportunity to develop, design and plan forward based on the new Universities Canada Seven Principles.</p> <p>The University has committed to develop an equity, diversity and inclusion action plan in consultation with students, faculty, staff and administrators, and particularly with individuals from under-represented groups. This will also be best addressed as part of a campus-wide plan under the new Office.</p> |
| 89 | U3 14.02(v) | New | Data Collection: Employer must provide information on hiring and job applications | The employer shall annually provide the union with data showing total numbers of applicants to bargaining unit positions, which positions were assigned to whom, and the associated self-identification categories selected. Failure to comply with the provisions outlined in Articles U1 22.02 (v), U2 22.02 (v), U3 14.02 (v) will result in the employer having to pay a penalty to the union of \$10,000, payable | No. This is not practicable / achievable. Blanket applications make it impractical to breakdown by position application. |

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| | | | | to the Ways and Means Fund. | |
| 90 | U3 5.04 | New ADD to end of second last paragraph, after "... in the Greater Toronto Area. | Provide more concrete definition to what is meant by under-representation Proposal Amended Nov 13/17 to address mechanics of hiring unit count and LGBTQ as non-FCP but CA EE group. | Union counter to employer counter discussed with Greg Long, conciliator, on January 25th Unless otherwise agreed upon, underrepresentation shall be understood to mean fewer bargaining unit members that identify as belonging to one or more of the equity seeking groups than the availability data for the Greater Toronto Area reports. Having regard to the above and available data, for the 2017 – 2020 Collective Agreement the following minimum thresholds will be used when applying intersectional equity data: 1) Where there are fewer than 44% members in the hiring unit doing bargaining unit work that identify as women and/or where there are fewer than 30% of members in the hiring unit who identify as racialized people ("visible minorities"), then an applicant that self identifies as a racialized woman will be appointed. 2) if there are no racialized women candidates, then a candidate from the more underrepresented group will be appointed. 3) if there are no candidates under (1) or if the hiring unit has met both thresholds in (1), then a candidate that self-identifies as an Indigenous (Aboriginal) person and/or a person with a disability will be hired. 4) if there are no candidates from the under-represented groups or if the hiring unit has met the thresholds under (1), then a candidate that self identifies as LGBTQ will be hired. Hiring unit data for the most recent consecutive three contract years (or, during implementation, such period up to three contract years as is available) shall be used to establish hiring unit representation. | AGREED: Unless otherwise agreed upon, underrepresentation shall be understood to mean fewer bargaining unit members that identify as belonging to one or more of the equity seeking groups than the availability data for the Greater Toronto Area reports. Having regard to the above and available data, for the 2017 - 2020 Collective Agreement the following minimum thresholds will be used when applying intersectional equity data: 1) Where there are fewer than 44% members in the hiring unit doing bargaining unit work that identify as women and/or where there are fewer than 30% of members in the hiring unit who identify as racialized people ("visible minorities"), then an applicant that self identifies as a racialized woman will be appointed. 2) if there are no racialized women candidates, then a candidate from the more underrepresented group will be appointed. 3) if there are no candidates under (1) or if the hiring unit has met both thresholds in (1), then a candidate that self-identifies as an Indigenous (Aboriginal) person and/or a person with a disability will be hired. 4) if there are no candidates from the under-represented groups or if the hiring unit has met the thresholds under (1) , then a candidate that self identifies as LGBTQ will be hired. Hiring unit data for the most recent consecutive three contract years (or, during implementation, such period up to three contract years as is available) shall be used to establish hiring unit representation. |

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| | | | | Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee. | Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee. |
| 93 | U3 11.05 | <p>Full-time graduate students who have a disability or disabilities may submit petitions for academic extensions for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines</p> <p>Full-time graduate students who suffer illness or injury may submit petitions for academic extensions for up to a total of twelve months beyond the Faculty of Graduate Studies deadlines</p> <p>Petitions shall be submitted through the Graduate Programme Directors and copied directly to the Dean</p> <p>Such petitions shall be kept confidential</p> <p>When considering these petitions, the Dean shall review medical certification and statements as to the effect of the disability or disabilities, illness or injury upon the progress of the student's work</p> <p>If requested by the member, in the case of a petition based upon a disability or disabilities, the Dean shall also meet with an Officer from the Office of Persons with Disabilities to discuss the petition</p> <p>If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing, including the basis upon which she decided that the effect of the illness, injury, and/or disability or disabilities upon the progress of the student's work was not sufficient to grant the petition, to the individual with a copy to the Union</p> <p>Such a request shall not be unreasonably denied</p> <p>Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status</p> <p>If a petition for full-time status is granted the individual will be provided with funding at a level equivalent in value to the GAship which she held in the previous academic year</p> | <p>Family status/obligation as reason for academic extension and/or leave</p> | <p>amend title and language to include after "disability or disabilities... marital-, and/or family-status obligations for which they require accommodation."</p> <p>And refer to 4.01.1 Accommodation procedure for documentation appropriate to accommodation type.</p> <p>If a petition for full-time status is granted the individual will be provided with funding at a level at least equivalent in value to the GAship to their funding package and will include a GA. which If she held a partial GA in the previous academic year, she will be allocated the same type of partial GA. If she held a full GA in the previous academic year, she will be allocated the same type of full GA.</p> | <p>Amend U3 11.05:</p> <p>Title: Accommodation Petitions</p> <p>A Full time graduate student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation may submit a petition for academic extensions for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines. Full –time graduate students who suffer illness or injury may submit petitions for academic extensions for up to a total of twelve months beyond the Faculty of Graduate Studies dead- lines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. Such petitions shall be kept confidential. When considering these petitions, the Dean shall review medical certification and statements as to the effect of the disability or disabilities, illness or injury or such information as is necessary in respect of any other protected ground upon the progress of the student's work. If requested by the member, in the case of a petition based upon a disability or disabilities, the Dean shall also meet with an officer from the Office of Persons With Disabilities to discuss the petition. If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing, including the basis upon which she decided that the effect of the illness, injury and/or disability or disabilities upon the progress of the student's work was not sufficient to grant the petition, to the individual with a copy to the union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted</p> |

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| | | | | | shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status. If a petition for full time status is granted the individual will be provided with funding at a level equivalent in value to the GAship which she held in the previous academic year. |
| 94 | U3 4.01.1 | New | Accommodation Procedure | <p>The Employer shall follow its <u>accommodation</u> procedures as may be amended from time to time in implementing the duty to reasonably accommodate to the point of undue hardship members' needs arising from the protected grounds listed in article 4.01 and/or the Ontario Human Rights Code. All members shall have the right to union representation at each step in the accommodation process. The accommodation process is confidential.</p> <p>Where the Employer is reviewing or amending its procedures and/or otherwise if CUPE 3903 wishes, there will be consultation to discuss the process <u>procedure</u> and best practices for accommodation.</p> <p>The employer and the Union will establish regular, and no less than quarterly, <u>monthly</u> meetings to review those accommodation requests and plans where union representation has been sought.</p> <p>An accommodation process will be initiated <u>completed</u> within thirty (30) days following the provision of all required necessary medical or other information satisfactory to the University (including the results of any required independent medical evaluation), that identifies barriers, restrictions and/or limitations arising from the prohibited ground.</p> | <p>Add to Unit 3 -4.01.1</p> <p>4.01.1 The Employer shall follow its procedures as may be amended from time to time in implementing the duty to reasonably accommodate to the point of undue hardship members' needs arising from the protected grounds listed in article 4.01 and/or the Ontario Human Rights Code. All members shall have the right to union representation at each step in the accommodation process. The accommodation process is confidential.</p> <p>Where the Employer is reviewing or amending its procedures and/or otherwise if CUPE 3903 wishes, there will be consultation to discuss the process and best practices for accommodation.</p> <p>The employer recognizes the right of an employee to union representation if they wish at any stage of the process of accommodation.</p> <p>The employer and the Union will establish regular, and no less than quarterly, meetings to review those accommodation requests and plans where union representation has been sought.</p> <p>A proposed accommodation plan will be initiated within thirty (30) days following the provision of all necessary medical or other information including any external or independent evaluation that is required to identify the barriers, restrictions and/or limitations resulting arising out of the prohibited ground.</p> |

| Communications and Union Rights (7 Proposals) | | | | | |
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| # | Article Number | Prior Collective Agreement Language | Proposed Change | Proposed Collective Agreement Language | Employer Counter Proposal |
| 95 | U3 14 | | Information | <p>22.02 Within 7 days following the end of each month the Employer shall provide the following employee information. A penalty of \$500 per day will be incurred by the Employer for failing to meet the deadline.</p> <ol style="list-style-type: none"> 1. payroll number 2. name 3. address 4. telephone number (as available through departmental contracts) 5. e-mail address 6. sex 7. date of birth (when available) 8. faculty 9. department 10. starting pay date 11. ending pay date 12. category of appointment 13. position code 14. number of assignments or hours 15. salary paid 16. vacation pay additional amount 17. whether the member is a visa student 18. names of employees who participate in the pension plan | <p>Add to 14.02</p> <p>The Employer and the Union agree that the online application system is to be preferred for obtaining and maintaining accurate and timely information for their respective use. Applicants will be required to use that system and to provide and update their email address, mailing address and a telephone number.</p> <p>Amend Article 14.02 (i) as follows:</p> <p>...</p> <p>address (as contained in the Payroll file and/or on-line application)</p> <p>telephone number (as available in the payroll file and/or online application)</p> <p>...</p> <p>:</p> |
| 96 | U3 3 | New | Union membership information | As part of any offer of admission to a graduate program that includes work-related funding, the Employer will be responsible for providing, in consultation with the union, information on Union membership and entitlements. | <p>New proposed article number</p> <p>3.05 As part of any offer of admission to a graduate program that includes work under this Agreement, the Employer will provide notice of the Union's representational rights, a link to the Collective Agreement and to the CUPE 3903 home page.</p> |

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| 98 | U3 | New | Retention of Email and Library Services | Employees shall have a continuation of email and library access for a period of twenty-four (24) months following the completion of their contract. Email and library access may be cancelled with 48 hour notice after the 24 month continuation has ended. | New proposed article number 11.12 Employees shall have a continuation of work email access for a period of twelve months following the completion of their contract. Email access may be discontinued following the completion of the one-year term of access. |
| 99 | U3. 11.04.3 | In recognition of the fact that service on the union executive limits the ability of employees to make themselves available for employment, the employer agrees to pay the union by 30 September of each year the equivalent of the salary of eight course directors, in full satisfaction of the employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 agreements. These monies shall be distributed among the members of the executive as seen fit by the Union. | Increase to Executive Honoria | In recognition of the fact that service on the union executive limits the ability of employees to make themselves available for employment, the employer agrees to pay the union by 30 September of each year the equivalent of the salary of ten course directors, in full satisfaction of the employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 agreements. These monies shall be distributed among the members of the executive as seen fit by the Union. The Employer agrees to grant paid union leave of up to one thirty-fifth of their current appointment contract(s) each for up to four union members attending the bi-annual National CUPE Convention as official delegates of CUPE 3903 The Employer also agrees to grant similar prorated release time to up to four union members attending the annual Ontario Division CUPE Convention as official delegates of CUPE 3903 It is understood that attendance at the above events is conditional upon both the Union providing adequate advance notice to the Employer as to the scheduling of the event and the delegates appointed and the employee providing as much advance notice to the hiring unit as is both reasonable and practicable and in any event, where known, no less than one calendar month. | No |
| 100 | U3 13 | | Union Space on all York | The employer agrees to provide the union | The employer agrees to provide the union free |

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| | | | <p>Campuses and Bulletin Boards in all Academic Buildings</p> | <p>free of charge, except as otherwise specified in this article, with the use of suitable, serviced office space, in a building fully accessible when needed (i.e. with accessible washrooms, door openers, ramps and/or elevators), with a telephone line, the telephone charges to be borne by the union, and a Telecommunication Device for the Deaf (TDD). <u>At Glendon and Markham campuses, the employer agrees to provide the union, free of charge, with dedicated office spaces meeting the standard university faculty office space size of 11.2 square metres.</u> The union shall have the use of the internal University postal service for union business, external mailing costs of the union to be borne by the union, and shall be given a University mailing number. The employer shall allow the union to use the University duplicating services, computing facilities, word processing equipment, and audio-visual equipment on the same basis and at the same rates established by the employer for University users. The employer shall provide the union with suitable meeting rooms as required, free of charge and on the same basis as other voluntary associations within the University. The employer shall provide the union with use of a designated bulletin board in each department/division for the display of union notices, job postings and other union-related materials. <u>At Markham campus, the employer shall provide the union with the use of a designated bulletin board in each department/division and a minimum of one designated bulletin board in each academic building.</u> The employer shall also provide the union with a lighted bulletin board in the area designated by the Office of Student Affairs adjacent to the East Bear Pit of the Ross Building.</p> | <p>of charge, except as otherwise specified in this article, with the use of suitable, serviced office space, in a building fully accessible when needed (i.e. with accessible washrooms, door openers, ramps and/or elevators), with a telephone line, the telephone charges to be borne by the union, and a Telecommunication Device for the Deaf (TDD). The union shall have the use of the internal University postal service for union business, external mailing costs of the union to be borne by the union, and shall be given a University mailing number. The employer shall allow the union to use the University duplicating services, computing facilities, word processing equipment, and audio-visual equipment on the same basis and at the same rates established by the employer for University users. The employer shall provide the union with suitable meeting rooms as required, free of charge and on the same basis as other voluntary associations within the University which shall include the ability to book available meeting rooms on campuses where the union does not have a permanent office. The employer shall provide the union with use of a designated bulletin board in each department/division for the display of union notices, job postings and other union-related materials. If not the case as a result of the foregoing, each campus will have a dedicated bulletin board for use by the union. The employer shall also provide the union with a lighted bulletin board in an area adjacent to the East Bear Pit of the Ross Building.</p> <p>Should one be deemed required, any move from the union's current office space will be subject to the same terms, conditions, and negotiations as those enjoyed by any other bargaining unit. Further, the employer will make best efforts to ensure that any new office space is equal to or better than the current facilities.</p> |
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| | | | | Should one be deemed required, any move from the union's current office space will be subject to the same terms, conditions, and negotiations as those enjoyed by any other bargaining unit. Further, the employer will make best efforts to ensure that any new office space is equal to or better than the current facilities. | |
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| Professional Development (6 Proposals) | | | | | |
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| # | Article Number | Prior Collective Agreement Language | Proposed Change | Proposed Collective Agreement Language | Employer Counter Proposal |
| 105 | U3 26 | New | Conference Travel Fund | <p>The Employer Shall maintain a Conference Travel Fund to support graduate students of the University attending scholarly, professional/ artistic conferences Effective September 1, 2017 the amount allocated to the Fund shall be \$125, 000 per contract year. Any unexpended monies shall be retained in the Fund.</p> <p>The criteria and procedures governing the administration of the Conference Travel Fund shall be administered by a four person committee consisting of two members of the bargaining units selected by the union, one full-time faculty member selected by the employer, and the Director of the Centre for Support of Teaching or designate, using criteria and procedures approved by the Labour/ Management Committee. An annual report on the Disbursement of monies shall be submitted in writing to the Labour/ Management Committee.</p> | No. This is properly addressed through applications under Professional Development fund. |
| 107 | U1 15.16 | Effective September 1, 2011, the employer agrees to contribute \$125,000 to the Professional | Increase Professional Development Fund | Effective September 1, 2017 the employer agrees to contribute \$225,000 to the | Amend existing language to begin... |

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| | | <p>Development Fund.</p> <p>The purposes, criteria, procedures, eligibility and priorities for distribution of these monies shall be established by the Labour/ Management Committee. The Director of the Centre for the Support of Teaching shall be invited to participate in the deliberations of the Committee. The monies shall be handled by the union, in accordance with the decisions of the Labour/ Management Committee. An annual report on the disbursement of the monies shall be submitted in writing to the Labour/ Management Committee. Any unspent monies shall roll over into the subsequent contract period.</p> <p>The parties suggest that the Committee consider the following two priorities:</p> <ol style="list-style-type: none"> 1. to assist new employees within the first two years of employment in the bargaining unit in the development of their professional competence and ability; 2. to assist employees in upgrading their qualifications for full-time academic appointments. | | <p>Professional Development Fund per contract year.</p> <p>The purposes, criteria, procedures, eligibility and priorities for distribution of these monies shall be established by the Labour/ Management Committee. The Director of the Centre for the Support of Teaching shall be invited to participate in the deliberations of the Committee. The monies shall be handled by the union, in accordance with the decisions of the Labour/ Management Committee. An annual report on the disbursement of the monies shall be submitted in writing to the Labour/ Management Committee. Any unspent monies shall roll over into the subsequent contract period.</p> <p>The parties suggest that the Committee consider the following two priorities:</p> <ol style="list-style-type: none"> 1. to assist new employees within the first two years of employment in the bargaining unit in the development of their professional competence and ability; 2. to assist employees in upgrading their qualifications for full-time academic appointments. | <p>Effective September 1, 2018, the employer agrees to contribute \$137,500 to the Professional Development Fund per contract year.</p> |
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| Pedagogy (2 Proposals) | | | | | |
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| # | Article Number | Prior Collective Agreement Language | Proposed Change | Proposed Collective Agreement Language | Employer Counter Proposal |

| Health and Safety (1 Proposal) | | | | | |
|---------------------------------------|----------------|-------------------------------------|-----------------|---|---|
| # | Article Number | Prior Collective Agreement Language | Proposed Change | Proposed Collective Agreement Language | Employer Counter Proposal |
| 110 A | 15.02.4.1 | | | In each year of the collective agreement, | The Employer will increase the amount of paid |

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| | | | | the Employer agrees to give the Union the equivalent of ONE Course Directorship for the purposes of establishing a Health and Safety fund to recognize the labour involved in health and safety work beyond workplace inspections and health and safety meetings performed by the employee co-chair or designate, including but not limited to: reviewing SAIRs reports, reviewing workplace inspection reports and management responses, drafting recommendations, coordinating workplace inspections, coordinating and scheduling meetings, receiving and responding to employee health and safety concerns and appropriate follow up research, and additional work related to the campus JHSC restructure. | time available for participation in JOHSC by 30 Tutor 1 hours per academic year. |
| 110 B | 15.02.5 | | | The Employer shall provide certification training, delivered by the Workers' Health and Safety Centre, to three members of the CUPE 3903 Joint Health and Safety Committee. It is understood that this is inclusive of the obligation, contained in the Joint Health and Safety Agreement between the Administration and CUPE 3903 signed and dated 1 December 1994, to certify one additional member beyond the legal requirement. Further, ONE WORKER MEMBER OF THE COMMITTEE WILL BE SENT TO A CUPE HEALTH AND SAFETY RELATED COURSE OF THEIR CHOICE PER YEAR. The employer shall reimburse all reasonable expenses associated with such training NAMED IN THIS ARTICLE. | AGREED: The Employer shall provide certification training, delivered by the Workers' Health and Safety Centre, to three members of the CUPE 3903 Joint Health and Safety Committee. It is understood that this is inclusive of the obligation, contained in the Joint Health and Safety Agreement between the Administration and CUPE 3903 signed and dated 1 December 1994, to certify one additional member beyond the legal requirement. Further, upon request to the Joint Health and Safety Committee, in each contract year one worker member of the Committee may attend a CUPE health and safety course of their choice for up to a maximum of sixteen hours and the employer shall reimburse for all reasonable expenses associated with such training. |
| 110 C | 15.02.7 | | | York University and CUPE Local 3903 will continue to respect the functions and guidelines established for the Joint Health and Safety Committee AND WILL ADHERE TO AN AGREED UPON SCHEDULE OF MEETINGS SO THAT | Not required. Legal and statutory obligation and if there is a concern then should be discussed and enforced. |

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| | | | | THE JHSC WILL MEET AT LEAST ONCE EVERY THREE MONTHS AND THERE WILL BE AT LEAST TWO DEDICATED SAFETY MEETINGS PER YEAR. THE SCHEDULE OF MEETINGS WILL BE SET BY SEPTEMBER 30 OF EACH COLLECTIVE AGREEMENT YEAR. | |
| 110 D | 15.02.7 | | | The employer will ensure CUPE 3903 has representation on all committees or working groups that address health and safety, community safety, accessibility, sexual violence and any other committees about safety and/or human rights issues. | No. Should CUPE have concerns about a lack of consultation it should raise them at the JOHSC |
| 110 E | 15.02.8 | | | <p>Workplace hazards, including repairs to Automatic Door Openers, emergency lights, emergency call buttons will be addressed with 5 working days. A written follow up to inspection reports, with clear deadlines, will be sent to the JHSC within 10 working days of receiving the report.</p> <p>All 3903 members shall be immediately notified, via email and via LCD screens on all campuses, of but not limited to the following:</p> <ul style="list-style-type: none"> (a) bomb threats, (b) any event which triggers an evacuation or other emergency response procedures, (c) any event which triggers calls to emergency response services, (d) any threats targeting particular groups on matters of race, gender, religion, ethnicity, ability, or sexuality, and (e) any other threats to the York community that may impact the wellbeing and safety of campus members. <p>Grievances resulting from a failure to adhere this article as a whole shall be filed at Sept 4.</p> | Not an issue of Collective Bargaining. These issues should be raised and discussed as a campus wide JOHSC issue or with Community Safety. |

EMPLOYER PROPOSALS NOT REFLECTED ABOVE

| # | Article Number | | | Employer Proposal |
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| A | U3 15.02 | | | <p>Amend Article 15.02 to add the following:</p> <p>An offer of appointment shall be accepted or declined within 7 days.</p> |
| B | 15.08 | | | <p>Amend Article 15.08 as follows:</p> <p>Where on-line applications are required for internal bursaries, scholarships or awards administered by the Faculty of Graduate Studies, hard copy versions of these application forms will be made available to the union at their request on behalf of specific CUPE 3903 employees for whom on-line access is not reasonably available. No Unit 3 employee's application will be rendered ineligible owing to difficulties with internal electronic applications.</p> <p>If a graduate assistant is unable to perform assigned duties due to a lack of technological skills or knowledge she will be assigned different duties or a different graduate assistantship, with no reduction in her remuneration under Article 10.02.</p> |