

June 4, 2021

Employer Proposal Unit 1

This is a comprehensive package proposal. Agreement to any one item is subject to agreement to all items under the section headings of “Other Proposals Withdrawn” and “Employer Proposals”. The University reserves the right to withdraw any or all of the proposals set out at the section, “Employer Proposals” if all items not agreed to.

Other Proposals Withdrawn:

Any proposals/items not otherwise addressed in this document are understood and agreed to be withdrawn.

Employer Proposals:

Note: Items highlighted in **Yellow** are new or revised proposals.

1. Revised Employer Proposal re Unit 1 Article 12.06 & 12.07 – Deadlines for Unit 1 Contracts and Acceptance of Appointments

See attached June 4, 2021 proposal

Relates to CUPE proposals #1 and 17-20 (December 14, 2020)

2. Employer Proposal re CUPE Unit 1 Article 15.13.4 – Child Care

See attached April 19, 2021 proposal

Relates to CUPE proposal #4 (December 14, 2020)

3. Employer Proposal re CUPE Unit 1 Article 15.27 – Extended Health Benefits Fund

See attached April 19, 2021 proposal

Relates to CUPE proposal #6 (December 14, 2020)

4. Employer Proposal re CUPE Unit 1 Article 17.21 – Domestic or Sexual Violence Leave

See Employer proposal of Feb 16, 2021

Relates to CUPE proposal #38 (December 14, 2020)

5. Employer Proposal re CUPE Unit 1 Article 4.03.1 - Sexual Violence Training

See Employer proposal of Feb 18, 2021

Relates to CUPE proposal #44 (December 14, 2020)

6. Employer Proposal re CUPE Unit 1 Article 10.02.2 (iii) - AODA and OHS Training

See Employer proposal of Feb 18, 2021

Relates to CUPE proposal #45 (December 14, 2020)

7. Employer Proposal re CUPE Unit 1 Blanket Application Form

See Employer proposal of Feb 18, 2021

Relates to CUPE proposal #48 (December 14, 2020)

8. Employer Proposal re CUPE Unit 1 Article 22.02 - Information to Union

See Employer proposal of Feb 18, 2021

Relates to CUPE proposal #50 (December 14, 2020)

9. Employer Proposal re CUPE Unit 1 new Article 10.16 - Paramedical Plan

See attached April 19, 2021 proposal

Relates to CUPE proposal #7 (March 19, 2021)

10. Letter of Understanding re CUPE Unit 1 Article 10.02.2 - Professional Development for Teaching Assistants

See attached June 4, 2021

Relates to CUPE proposal #27 (May 3, 2021)

Reserve – Compensation

1. CUPE proposal re “Increase salary rates, funds and benefits within the framework of Bill 124, drawn from 1% of the full costing of the CAs”.
2. Dollar amount re CUPE proposal #6 – Extended Health Benefit Funds

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Employer Proposal re Unit 1 Articles 12.06 and 12.07

Corresponds to CUPE 3903 proposals #1, and #17-20

NOTE: *BLUE TEXT REFLECTS CHANGES AS BETWEEN THE UNIVERSITY'S MAY 21 AND JUNE 4, 2021 PROPOSAL*

Delete Article 12.06 and revise Article 12.07 and *Appendix "B" TA Offer of Appointment* to add new deadlines relating to offers of appointment and a commitment to the expeditious payment of salary where payment of the first month's salary is late where the deadlines for making and accepting offers have been met:

12.06 NOTIFICATION OF APPLICANTS FOR POSITIONS

~~For appointment processes commencing subsequent to November 1, 2021, Each hiring unit shall post its hiring decisions electronically in a location accessible to employees and the union on the hiring unit's CUPE 3903 Bulletin Board the names of the persons offered/appointed to positions. Where practicable, this information will be posted in the hiring unit at least four weeks before the commencement of classes with a copy to the union. For summer positions such posted Notice will indicate which positions, if any, fulfil the employer's priority pool obligations.~~

12.07 WRITTEN OFFER OF APPOINTMENT

- 12.07.1 Appointments shall be made in writing by a letter or letters similar to the "Offer of Appointment" form contained in Appendix B. The employer shall send the appointee two copies of the "Offer of Appointment." If the appointee accepts the offer, one copy shall be signed and returned to the hiring unit, and the other will be retained by the appointee. A Revenue Canada TD1 form shall be included with the first "Offer of Appointment" sent to an employee for each academic session.
- 12.07.2
 - ~~(i) When practicable, course directors shall be advised in writing of appointments two months prior to the beginning of the term in which the course will be offered in order to allow adequate preparation time~~ offers of appointment for the Fall/Winter session will be issued by July 7, including ticketed course directorships.
 - ~~(ii) When practicable, offers of appointment, other than course directorships, shall be issued at least four weeks prior to the start of the term in which the appointment is held.~~
 - (ii) When practicable, offers of appointment for the Winter session will be made by December 1, including ticketed course

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Employer Proposal re Unit 1 Articles 12.06 and 12.07

Corresponds to CUPE 3903 proposals #1, and #17-20

[directorships.](#)

(iii) When practicable, offers of appointment for the Summer Session will be made by April 1, [including ticketed course directorships.](#)

12.07.3 Candidates must confirm their acceptance of an offer of appointment within ten working days, at which time the offer will expire.

12.07.4 Where the deadlines in 12.07.2 and 12.07.3 above are met and the Employer does not process the first month's salary on a regular pay date in the initial month of the contract, it will issue an off-cycle payment as soon as practicable thereafter.

12.07.5 **CANCELLATION OF APPOINTMENTS**

When a position which has been offered in writing is cancelled for reasons of insufficient enrolment in the course in question, and no assistantship of equivalent monetary value is found for the employee, she shall receive one-eighth of the salary for the position as severance pay. When a position which has been offered in writing is cancelled for any other reason, and no assistantship of equivalent monetary value is found for the employee, she shall receive two-fifths of the salary for the position as severance pay. Where the cancelled appointment had been allocated under the priority pool provisions of this agreement, an assistantship of equivalent monetary value shall be found for the employee.

APPENDIX "B" TA OFFER OF APPOINTMENT

...

If you accept this offer of appointment, please complete, sign, and return the attached copy of this form to me within five ten calendar working days. ~~(Any delay in responding may delay your first salary payment.)~~

April 19, 2021

Employer Proposal re Unit 1 Article 15.13.4

corresponds to CUPE proposal #4

15.13.1 Childcare Fund

15.13.4 ~~A Child Care Fund in the amount of \$260,000 will be made available in each of 2018-19 and 2019-2020. Effective September 1, 2021, and every 12 months thereafter, the Employer agrees to contribute \$260,000 to the Childcare 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 by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.~~

April 19, 2021

Employer Proposal re Unit 1 Article 15.27

corresponds to CUPE proposal #6

15.27 CUPE 3903 Benefit Fund

On each of September 1, 2018 and September 1, 2019, Effective September 1, 2021, and every 12 months thereafter, the Employer agrees to contribute 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 by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.

February 16, 2021

Employer Proposal re Unit 1 Article 17.21

Corresponds to CUPE proposal #38

17.21 DOMESTIC, ~~SEXUAL~~, AND/OR GENDER-BASED VIOLENCE LEAVE

An employee may request and take a domestic, ~~sexual~~ and/or gender-based violence leave where they or their child experiences or is threatened with domestic, ~~or sexual~~ and/or gender-based violence. This leave will be to allow the employee to seek medical attention, counselling, victim and support services, legal assistance 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 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 employee's return.

February 18, 2021

Employer Proposal re Unit 1 Article 4.03

Corresponds to CUPE proposal #44

4.03 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT

4.03.1 The union and the employer recognize the right of employees to work in an environment free from sexual, gender and gender identity harassment, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that sexual, gender and gender identity harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in her student status or employment status as result of suffering work-related sexual, gender or gender identity harassment. In keeping with this objective the parties agree:

- (i) to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion;
- (ii) to co-operate with Centre for Human Rights in the development of educational programs for CUPE 3903 members and contract administrators;
- (iii) to follow the procedures set forth in Article 4.03.4 respecting the separation of parties to a sexual and/or gender harassment dispute.

The employer further agrees:

- (iv) to continue to sponsor educational programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community ~~with a view to developing a mandatory program including sexual harassment and sexual assault (sexual violence); and~~
- (v) to provide sexual violence training through the Centre for Sexual Violence Response, Support and Education, with such training to be paid for in accordance with Article 10.02.2(ii); and
- (vi) to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8.

February 18, 2021

Employer Proposal re Unit 1 Article 10.02

Corresponds to CUPE proposals #45

Revise Article 10.02.2(ii) and Appendix A: TA Workload Form to provide for up to 5 hours of mandatory Occupational Health and Safety and AODA training within the 270 hours of a full TA assignment:

- 10.02.2 (i) All work of a teaching assistant assigned and/or approved by the course supervisor shall be included in the hours noted above. This work may include, but is not limited to, preparation for classes, preparation of written or audio-visual materials, attending lectures, teaching, leading discussions and supervising laboratories, rating students' work, holding office hours, consulting with students, invigilation of tests and exams, writing and grading tests, examinations and lab sets, grading essays, term papers and problem sets, setting up experiments, conducting field trips, and conferring with the supervisor as required by the teaching assistant's teaching duties.
- (ii) Any employer-required training or orientation of fewer than ten hours, or fewer than fifteen hours in the case of a first appointment as an employee of York University, shall be included in the hours specified in Article 10.02.1 and normally shall take place during the period of time that the employee holds the position. Such training may include up to five (5) hours of mandatory Occupational Health and Safety and AODA training, and Sexual Violence training. Any employer-required training or orientation of more than ten hours shall be reimbursed for those hours beyond ten hours, at the Overwork Rate. Where the employer is requiring that an employee attend training or orientation the employee will be provided with timely, advance notice.

APPENDIX A
TA WORKLOAD FORM –
ASSIGNMENT OF DUTIES TO TEACHING ASSISTANTS
(Original to Teaching Assistant, copy to Assistant to the Chair and Course Supervisor and CUPE 3903)

Course Supervisor

Course

Teaching Assistant

TA Position (e.g. Tutor, Marker/Grader etc.)

February 18, 2021

Employer Proposal re Unit 1 Article 10.02

Corresponds to CUPE proposals #45

Sec./Tut. # and No. of Students Faculty/Hiring Unit
Per group (where applicable)

ASSIGNED DUTIES (AS TOTAL NUMBER OF HOURS)
(TAs need not be assigned duties in all categories)

1st MEETING DATE: _____

2nd MEETING DATE: _____

A) POSSIBLE DUTIES	Details	Hours – 1st Mtg.	Hours – 2nd Mtg.
Tutorial, Lab, Studio Hours			
Lecture Attendance			
Office Hours			
Preparation			
Grading – Assignment/Test #1			
Grading – Assignment/Test # 2			
Exam Grading			
Meetings			
Invigilation			
Training (Up to 10 hours which may include up to 5 hours for mandatory Occupational Health and Safety and AODA, and sexual violence training)			

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Employer Proposal re Unit 1 Article 10.02

Corresponds to CUPE proposals #45

Training for a first-time employee of York University (up to an additional 5 hours)			
Email communications where required for the proper instruction of the subject matter of the course (e.g. computer skills and internet courses)			
B) POSSIBLE DUTIES WITH CONSENT			
Lecturing			
Email other than as described above			
Other (Please Detail)			
Total Hours (Max. 270/Full TAship)			

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Employer Proposal re Unit 1 Appendix F: Application for Teaching Assistantship

Corresponds to CUPE proposals #48

A. Visible minorities (racialized) are persons, other than Aboriginal peoples, who are non-Caucasian in race or non-white in colour, regardless of birthplace.

Based on this definition, are you a visible minority (racialized)? Yes No

If yes, you are invited to check all that apply:

- Arab
- Black (e.g., African, American, Canadian Caribbean)
- Chinese
- Filipino
- Japanese
- Korean
- Non-White Latin American (including indigenous persons from Central and South America)
- Non-White West Asian (e.g., Iranian, Lebanese, Afghan)
- South Asian/East Indian (e.g., Bangladeshi, Pakistani, Indian from India, East Indian from Guyana, Trinidadian, Sri Lankan, East African)
- South East Asian (e.g., Burmese, Cambodian/Kampuchean, Laotian, Malaysian, Thai, Vietnamese, Indonesian)

B. Persons with disabilities are those that have a long-term or recurring physical, mental, sensory, psychiatric or learning impairment and who:

- a) consider themselves to be disadvantaged in employment by reason of that impairment, or
- b) believe that an employer or potential employer is likely to consider them to be disadvantaged in employment by reason of that impairment. This also includes persons whose functional limitations owing to their impairment have been accommodated in their current job or workplace.

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Employer Proposal re Unit 1 Appendix F: Application for Teaching Assistantship

Corresponds to CUPE proposals #48

<p><u>Based on this definition, are you a person with a disability?</u> Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>C. <u>An Aboriginal (Indigenous) person is a North American Indian, Métis, or Inuit and/or a Treaty Indian or a Registered Indian and/or member of an Indian Band/First Nation.</u></p> <p><u>Based on this definition, are you an Aboriginal (indigenous) person?</u> Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>D. <u>What is your gender identity?</u></p> <p><input type="checkbox"/> Man <input type="checkbox"/> Woman <input type="checkbox"/> Trans* <input type="checkbox"/> Gender Non-conforming</p> <p><u>Trans* includes, for example trans, transgender, transsexual, genderqueer, two-spirit, trans woman, trans man, non-binary</u></p>
<p>E. <u>LGBTQ2 is an umbrella term for persons who identify, for example as, lesbian, gay, bisexual, transgender, two-spirited, genderqueer, questioning, or who otherwise express gender or sexual diversity. Do you identify as LGBTQ2?</u></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><u>*Trans includes, for example trans, transgender, transsexual, gender queer, two-spirit, trans woman, trans man, non-binary</u></p>
<p>F. <u>If under representation in certain designated groups is found, we will conduct focus group sessions to gain more information about potential barriers to employment. This will assist us in creating a work environment where every employee feels valued, respected and supported in achieving their career goals.</u></p> <p><u>May the Employment Equity Officer contact you to participate in focus groups?</u> Yes <input type="checkbox"/> No <input type="checkbox"/></p>

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Employer Proposal re Unit 1 Appendix F: Application for Teaching Assistantship

Corresponds to CUPE proposals #48

G. I choose not to complete the self-identification survey at this time.

NOTE: If you are a person with a disability and wish to discuss workplace accommodation please contact the University's Employee Well Being Office:

<http://www.yorku.ca/hr/units/employeerelations/ewb.html>

...

February 18, 2021

Employer Proposal re Unit 1 Article 22.02.1 - Information

Corresponds to CUPE proposals #50

Revise Article 22.02.1 to provide for a third information report by 1 March of each year for Winter appointments:

22.02 (i) The employer undertakes in consultation with the union to provide the union with information pertinent to the operations of the University and relevant to the bargaining unit, including, but not limited to, the following: (i) The electronic transfer, updated by 1 November each year, for current fall/winter appointments, by 1 March each year, for winter appointments, and by 1 July each year for summer appointments and with intermittent updates, as practicable, of a dataset of contracts of bargaining unit members since 1 May 1983, containing the following information for each contract:

...

April 19, 2021

Employer Proposal re Unit 1 Article 10.16

corresponds to CUPE 3903 March 19, 2021 proposal #7

Revise Article 10.16 *Drug Plan* to include reference to paramedical services as follows:

10.16 DRUG & PARAMEDICAL SERVICES PLAN

- 10.16.1 The employer shall contribute toward the yearly administration cost and claims under an ASO Group Drug & Paramedical Services Plan for each employee.
- 10.16.2 The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of her Appointment Contract(s). Effective September 1, 2015, the Employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of her Appointment Contract(s).
- 10.16.3 All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

June 4, 2021

Letter of Understanding re Article 10.02.2

Corresponds to CUPE #27 (May 3, 2021)

NOTE: *BLUE TEXT REFLECTS CHANGES AS BETWEEN THE UNIVERSITY'S MAY 21 AND JUNE 4, 2021 PROPOSAL*

Letter of Understanding - Professional Development for ~~First-Time~~ Teaching Assistants

The parties agree as follows:

1. Compensation will be provided to up to 500 Teaching Assistants per contract year who have been assigned a current or upcoming ~~their first~~ Teaching Assistantship, in an amount equivalent to the Marker/Grader rate for 5 hours once, upon the ~~for~~ completion of the first-level Record of Completion Certificate (the "Certificate") offered by the University's Teaching Commons, subject to the following:
 - (a) A Teaching Assistant must first obtain confirmation from their academic unit, for presentation to the Teaching Commons, that they have been assigned a current or upcoming ~~their first~~ Teaching Assistantship; and
 - (b) A Teaching Assistant must commence the Certificate offered by the University's Teaching Commons prior to or during their upcoming or current first Teaching Assistantship and must, as determined by the Teaching Commons, complete their Certificate in the same academic year in which they commenced their work towards the Certificate. ~~as they commenced their first Teaching Assistantship.~~
2. To receive the payment referenced at Paragraph 1 above, a Teaching Assistant will present the Certificate to their academic unit. Payment will be provided upon either:
 - (a) commencement of the first appointment following completion of the Certificate in the initial regular monthly payroll of the appointment; or
 - (b) During the appointment in which the Teaching Assistant completes the Certificate provided that the Teaching Assistant presents the Certificate to their academic unit no later than the last day of the month that precedes the last month of their appointment.

June 4, 2021

Letter of Understanding re Article 10.02.2

Corresponds to CUPE #27 (May 3, 2021)

3. Neither a Teaching Assistant's participation in nor payment for completion of the Certificate shall form part of the employer-required training as set out in Article 10.02(ii) of the Collective Agreement. Participation in the Certificate per this Letter of Understanding is voluntary.
4. Participation in the Certificate of Completion program will remain outside the scope of the bargaining unit and the Collective Agreement.
5. This Letter of Understanding shall be placed in the 2020-23 collective agreement booklet and shall form part of the 2020-23 collective agreement. It will expire with the commencement of the renewal collective agreement following the 2020-23 collective agreement and shall be removed from the collective agreement booklet for the renewal collective agreement unless this Letter of Understanding is renewed by the parties.