* + These response proposals are provided without prejudice to the Employer’s right to table additional, new and/or amended proposals in the course of collective bargaining negotiations and in response to Union proposals. They are also made without prejudice to any current or future grievance and the Employer’s position on the interpretation of collective agreement language in any current or future grievance.
	+ The University is willing to retain the services of an experienced labour mediator to assist the parties in achieving a renewal agreement at any point upon the agreement of CUPE 3903-1.
	+ To guarantee there is no disruption to the students of York, the University is also willing to refer all outstanding matters preventing the renewal of the Collective Agreement to interest arbitration at any point upon the agreement of CUPE 3903-1.

**Union Proposal #51**

**22.04**

The Employer shall maintain an online system for postings issued for the academic year. Where significant changes are made to the Employer’s online system, which changes will not impact on the availability above, the Union will be advised and be provided a review of the changes. Where a Notice of Recommended Appointment is required under this Agreement, it will also be made available through this online system.

**Union Proposal # 76 and #77**

10.02.2

**iii)** All mandatory workplace training identified by the Employer including any required AODA, OHSA, sexual violence or WHIMIS and other statutory training applicable to the position shall be performed on paid time within the ten (10) hours specified in 10.02.1.

 **Letter of Understanding**

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.

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 unit 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).

Employees in CUPE 3903 who complete the enhanced training during the pilot will receive remuneration for the time involved at the Marker/Grader rate or Overwork rate if applicable under 10.02.

**Union Proposal # 78**

 **Letter of Understanding – Breastfeeding Facilities**

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.

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.

The University will conduct a review of its campuses and, prior to August 31, 2018, will develop a plan identifying accessible spaces on each campus with guidelines for their availability and use.

**Union Proposal #96**

**3.05.3**

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 and information and direction to the Collective Agreement.

**Union Proposal #100**

21

The employer agrees to provide the union 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). 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 the area designated by the Office of Student Affairs adjacent to the East Bear Pit of the Ross Building.

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.