

January 15, 2018

**Package Proposal of York University
For the Renewal of the
CUPE 3903 – 3 Collective Agreement**

In response to the requests and proposals made at the bargaining table, the University is prepared to enter into a renewal of the existing Collective Agreement for a three (3) year term running until August 31, 2020 as amended by the additions and amendments below.

For ease of review, the University has presented the amendments using the proposal numbers on the tracking document shared amongst the parties.

In addition to these proposals and as part of this full settlement package for a renewal agreement, the University would also enter into the following agreement:

In addition to the amendments set out below, it is agreed that the Union may at any point prior to January 31, 2018 identify any of its proposals or the University proposals from the tracking document (including proposals from amongst those set out below) to binding interest arbitration and the Arbitrator who is agreed upon by the parties will issue a decision on which, if any of these proposals should form part of the renewal agreement of CUPE 3903-~~3~~.

Proposal #1 Salary and Funding 10.02, 10.08 and new 11

- Increase 2016-17 graduate assistantship rate in 10.02 by 1.55% effective September 1, 2017
- Increase GA Financial Assistance Rates in 10.08 by an amount equivalent to 1.55% effective September 1, 2017
- Increase the 2017-18 wage rate by 1.55% effective September 1, 2018 and September 1, 2019
- Increase GA Financial Assistant Rates in new Article 11 by an amount equivalent to 1.55% effective September 1, 2018 and September 1, 2019
- GA Supplementary Assistance in new Article 11 will consist of an amount equivalent to the 2017-18 Grant-in-aid rate increased by 1.55% effective September 1, 2018 and will be further increased by an amount equivalent to 1.55% effective September 1, 2019.

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Proposal #1B Vacation 10.04.1

No change to existing language although those employees with in excess of five (5) years of cumulative service shall receive vacation pay of 6% as required by the amended Employment Standards Act.

Proposal #3 Campus Childcare Facilities

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 \$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

15.13 3 - 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 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

Proposal #5 Childcare Fund 15.13.4

A Childcare Fund in the amount of \$250,000 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.

Proposal #6 Extended Health Benefits 15.26

On each of September 1, 2018 and September 1, 2019, the Employer will provide to CUPE 3903 a total amount of \$200,000 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.

Proposal #10 Benefits Plan 10.19

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.

Proposal #13 EFAP 10.22

The Employer shall provide access to all members and their family to the Employee Assistance Program (EFAP) for the remainder of any academic year in which an employee has worked under a contract.

Proposal #18 Sexual Violence and/or Gender-based Violence Leave 17.21

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 four 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 employees return.

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Proposal #23 Ways and Means 20.01

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 Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

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).

Proposal #26 Trans Fund 15.21

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.

An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.

Proposal #35 Funding

New Article 10.02 Remuneration for Graduate Assistants

Effective September 1, 2018, replace existing 10.02 with a new 10.02 to include only wages as follows:

Article 10.02 Remuneration for Graduate Assistants

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).

Employees in the bargaining unit will receive wages for a 270-hour graduate

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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.

Graduate Assistantship Wage Rates

From September 1, 2018 to August 31, 2019: \$

From September 1, 2019 to August 31, 2020: \$

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 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).

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:

Article 11 Graduate Assistant Funding

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:

11.1. GA Financial Assistance

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 \$888.

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.

11.2 Supplementary Assistance

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.

11.3 Summer Assistance

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 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.

Proposal #43 15.03

Where a full-time graduate student holds a graduate assistantship, and loses or

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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 academic term.

*Signed off ** **Proposal #51 22.01**

The Employer shall maintain and update an online system for postings issued for the academic year and archived postings. 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 be provided a review of the changes at LMC.

Proposal #77 Sexual Violence Training 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 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).

Employees in CUPE 3903 who complete the enhanced training during the pilot will receive remuneration for the time involved at the Overwork rate.

Proposal #78 Breastfeeding Facilities Letter of Understanding

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.

Proposal #79 5.03:

Remove last paragraph

Amend 5.03.1: 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.

Proposal #93 11.05: Accommodation Petitions

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 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.

Proposal #94 Accommodation Procedure 4.01.1

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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.

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.

The employer recognizes the right of an employee to union representation if they wish at any stage of the process of accommodation.

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.

Proposal #95 Information Add to 14.02

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.

Amend Article 14.02. (i) as follows:

...

address (as contained in the Payroll file and/or on-line application)

telephone number (as available in the payroll file and/or online application)

*Signed off ** **Proposal #96 Union Membership Information 3.04**

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.

Proposal #98 Retention of Email

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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.

Proposal #100 Union Space 13.01

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 an area 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.

Proposal #107 Professional Development Fund 15.16

Effective September 1, 2018, the employer agrees to contribute \$137,500 to the Professional Development Fund in each year of the collective agreement...

Proposal #110A Health & Safety - 15.02.4.1

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The Employer will increase the amount of paid time available for participation in JOHSC by 30 Tutor 1 hours per academic year.

*Signed-off ** **Proposal #110B Health & Safety - 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, upon request to the Joint Health and Safety Committee, in each contract year one worker member of the Committee may attend at 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.

Proposal G Amend Article 15.02 to add the following:

An offer of appointment shall be accepted or declined within 5 days.

Proposal H Amend Article 15.08 as follows:

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.

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.