

**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 3903-1.

UNIT 1

February 20, 2018 2PM

Wages and Benefits (34 Proposals)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
1a.	U1 10.04.1	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 10.4.1 and authorized replacement rates in 15.04.1 by 1.7% effective September 1, 2017, September 1, 2018 and September 1, 2019. • Increase 2016-17 supplementary graduate assistance in an amount equivalent to 1.7% effective September 1, 2017, September 1, 2018, September 1, 2019. • Increase Graduate Financial Assistance rates in 10.12 by an amount equivalent to an increase of 1.7% effective September 1, 2017, September 1 2018 and September 1, 2019.
1b.	U1 10.09	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	10.09 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 those who have five or more cumulative years of

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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>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	U1 10.04.4	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	U1 15.12.2 and 15.12.3	<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 shall be submitted in writing to the Labour/Management Committee</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. For 2014-15 only, this subsidy amount shall be \$50,000, instead of \$40,000. An annual report on</p>	<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 \$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 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. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee</p>

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				the expenditure of this money shall be submitted in writing to the 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> <p>The employer shall develop accessible and affordable childcare services at Markham Centre</p>	No. Addressed by #5 below

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				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	U1 15.13.4	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	U1 15.26,	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	U1 10.14	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	U1 10.17.1	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	U1 10.20	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. Existing plan is a very good plan, particularly for part time employees.
10	U1 10.19	New	Automatic Enrolment in Benefits Plan for all Members	Union Counter presented on January 11th 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 10.19	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	U1 10.22	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	U1 10.15.3	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. This proposal is unworkable where employees may or may not be eligible for sick leave and/or have applied or provided all that is required for LTD coverage.
15	U1 10.15.1	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 \$8,200 (if the fall/winter earnings are less than \$8,200, 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	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 Committee. It is further recognized and understood	No. Note that the carrier name in the Collective Agreement and the Union proposal is incorrect. We propose amending the Collective Agreement to reflect the existing LTD carrier.

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		Plan		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. Existing plan is excellent.
17	U1 17.07	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	U1 17.21	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 of the employee's leave. In the case of an extended	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 employer will maintain confidentiality regarding

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				<p>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 greater of the average rate of accrual during the two</p>	<p>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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				twelve-month periods immediately preceding the leave, or the rate of accrual at the point of the commencement of the leave.	
19	U1 15.06.2	New	Cover Public Transit Costs	The employer will reimburse employees 100% for all public transit costs.	No. Review developments in regard to UPASS.
20	U1 15.06	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	U1 20.01	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. In addition, \$10,000 will be allocated to the Fund	Increase Ways and Means		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 Union. An annual report on the disbursement of monies shall be submitted in writing to the

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		each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer).			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).
24	U1 15.29	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.	University addressing this issue as a campus wide concern through the Sexual Violence Response Centre.
25	U1 15. 28	New	Accessible Course Content Fund	In each year of the collective agreement the Employer shall allocate \$50,000 to the Accessible Course Content Fund for the purpose of offsetting the cost of any supplies, resources, and technology used by the bargaining unit employee for the purpose of making any and all course content accessible in compliance with the Accessibility for Ontarians with Disabilities Act. Applications to the fund shall be managed by 3903 and an annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.	The University addresses these issues in accordance with its legal obligations and the provision of monies to a specific CUPE 3903 controlled Fund is not the best approach to academic accessibility.
26	U1 15.21	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	AGREED: 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.

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27	U1 15.30	New	Racial Discrimination Fund	<p>LANGUAGE AMENDED BY UNION ON FEBRUARY 8th</p> <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 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.</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.
28	U1 15.04.1	Authorized Replacement:...Such authorized replacement is intended to fill short-term emergency staffing needs normally not exceeding one month during the fall/winter session or an equivalent period during any other session	Ensure the minimum guarantee is not offset by replacement work	All wages earned as a result of such authorized replacement shall not count towards the minimum guarantee.	A(i) of the "Letter of Agreement" states that "Wages earned at the Overwork or Replacement Rate shall not count toward the Minimum Guarantee."
32	U1 10.03.2	For employment insurance purposes only a course instructor for a 6-credit course will be deemed to have worked 535 hours. Other assignments will be pro-rated.	Increase hours for EI	For employment insurance purposes only, a course instructor for a 6-credit course will be deemed to have worked 600 hours. Other assignments will be pro-rated.	No. This request ought be withdrawn as improper as it is made solely for the purposes of seeking increased access to EI.

Tuition and Funding (14 Proposals)					
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36	U1 10.12	Beginning in the Fall of 2012 all members of the bargaining unit who are visa students shall receive for each term in which they are registered full time and pay fees \$775 per term. Beginning in the Fall	Double GFA amounts	Beginning in the Fall of 2017 all members of the bargaining unit who are visa students shall receive for each term in which they are registered full time and pay fees \$1550 per term. Visa students in the	We have increased GFA by 1.7% in each year of the collective agreement per 1a.

		<p>of 2014 this amount will increase from \$775 per term to \$875 per term; beginning September 1, 2015 this amount will increase to \$1085 per term. Beginning in the Fall of 2012 visa students in the second year of the priority pool or a later year in the priority pool will receive in each term for which they are registered and pay fees \$925 per term. Beginning in the Fall of 2014 this amount will increase from \$925 per term to \$1025 per term; beginning September 1, 2015 this amount will increase to \$1295 per term.</p> <p>All other members of the bargaining unit shall receive for each term in which they are registered full-time and pay fees \$590 per term. Beginning in the Fall of 2014 this amount will increase from \$590 per term to \$ 610 per term; beginning September 1, 2015 this amount will increase to \$630 per term; and beginning September 1, 2016 this amount will increase to \$649 per term. Beginning in the Fall of 2012 all other members of the bargaining unit in the second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full-time and pay fees \$740. Beginning in the Fall of 2014 this amount will increase from \$740 per term to \$765 per term; beginning September 1, 2015 this amount will increase to \$790 per term; and beginning September 1, 2016 this amount will increase to \$814 per term. The Faculty of Graduate Studies will make best efforts to post the monies to the students' accounts by November 1 for the fall term, March 1 for the winter term and July 1 for the summer term.</p>		<p>second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full-time and pay fees \$1850 per term.</p> <p>All other members of the bargaining unit shall receive for each term in which they are registered full-time and pay fees \$1180 per term. All other members of the bargaining unit in the second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full-time and pay fees \$1480 per term.</p> <p>The Faculty of Graduate Studies will make best efforts to post the monies to the students' accounts by November 1 for the fall term, March 1 for the winter term and July 1 for the summer term.</p>	
38	U1 Letter of Agreement: Additional Funding for Priority Pool Members	Note – Although not in the priority pool or in the bargaining unit during the preceding 12 month period, PhD 1 students are eligible for the minimum guarantee in their first year	ADD to current collective agreement language on eligibility: Include members in final term of year 6	ADD: Although they may not be continuously registered for the following 12-month period, PhD 6 students shall also receive the minimum guarantee	No. Aim is completion to be achieved faster with the reduction in work obligation. Not paying to extend period.
39	U1 Letter of Agreement: Additional	New	FGS claiming members have waived their Minimum	new bullet point: No member of the bargaining unit will be deemed to have waived their right to the Minimum Guarantee until a Union representative	This is addressed by the language in the Employer response to Union proposal 47.

	Funding for Priority Pool Members		Guarantee because they have turned down a TAship/position	and the member have signed an agreement with the Employer stating an intention to do so	
40	U1 12.08.2	Where a full-time graduate student holds a teaching assistantship and loses her full-time status after the commencement of her appointment and retains her position, she shall retain that position in Unit 1 for the duration of the appointment	Include members that withdraw from full-time status	Where a full-time graduate student holds a teaching assistantship and loses, or withdraws from, her full-time status after the commencement of her appointment, she shall retain that position in Unit 1 for the duration of the appointment	Add new after existing: Where a full-time graduate student who holds a teaching assistantship withdraws from full-time status more than six (6) weeks after the commencement of the term, she shall retain that teaching assistantship for duration of the appointment
41	U1 12.02.1	12.02.1 First priority in the allocation of available summer teaching assistantships shall be given to qualified graduate visa student applicants. 12.02.2 Second priority in the allocation of summer teaching assistantships shall be given to qualified applicants who do not hold major external scholarships. 12.02.3 Effective May 1, 2003, an applicant may be appointed to a maximum of three summer teaching assistantships over their normal priority pool entitlement during their program of study. 12.02.4 This maximum shall not apply to visa students, nor in cases where a summer teaching assistantship is in fulfilment of the minimum guarantee to a maximum of four summer teaching assistantships. A report of such cases will be made to the Labour/Management Committee.	Preventing preferential treatment for summer TAships	<u>The Summer Teaching Assistant Hiring process is as follows:</u> (i) <u>Blanket applications will be submitted as per article 12.01.1.</u> (ii) <u>Applicants will be assessed and ranked on the basis of their applications as per 12.01.2.</u> (iii) First priority in the allocation of available summer teaching assistantships shall be given to qualified graduate visa student applicants. (iv) Second priority in the allocation of summer teaching assistantships shall be given to qualified applicants who do not hold major external scholarships (v) <u>Third priority in the allocation of summer teaching assistantships shall be to qualified applicants with dependent children or parents.</u> 12.02.2 Effective May 1, 2003, an applicant may be appointed to a maximum of three summer teaching assistantships over their normal priority pool entitlement during their program of study. 12.02.3 This maximum shall not apply to visa students, nor in cases where a summer teaching assistantship is in fulfilment of the minimum guarantee to a maximum of four summer teaching assistantships. A report of such cases will be made to the Labour/Management Committee.	<u>The Summer Teaching Assistant Hiring process is as follows:</u> (i) Blanket applications will be submitted as per article 12.01.1. (ii) Applicants will be assessed and ranked on the basis of their applications as per 12.01.2. (iii) First priority in the allocation of available summer teaching assistantships shall be given to qualified graduate visa student applicants. (iv) Second priority in the allocation of summer teaching assistantships shall be given to qualified applicants who do not hold major external scholarships 12.02.2 An applicant may be appointed to a maximum of three summer teaching assistantships over their normal priority pool entitlement during their program of study. 12.02.3 This maximum shall not apply to visa students, nor in cases where a summer teaching assistantship is in fulfilment of the minimum guarantee to a maximum of four summer teaching assistantships. A report of such cases will be made to the Labour/Management Committee.
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	No.

				registered as either a full-time or part-time student at York University	
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.
46	U1 12.03.02 U1 15.09.2 U1 15.09.4	<p>12 03 2 Ph D students who have disabilities and who have not completed their academic requirements shall gain an additional year of priority pool entitlement. (See also Article 15 10) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15 10.</p> <p>15.09.2 Full-time graduate students who have served on the CUPE 3903, CUPE Ontario or National Executive, or OUWCC Executive for at least six months may, on the basis of such service, submit petitions for academic extensions for a total of twelve months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status) Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean When considering petitions based on service on the union executive, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work 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 such service 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 with an additional year in the priority pool and petitions of part-time students which are granted shall be granted for part-time status</p> <p>15.10 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 (part-time graduate students may submit</p>	<p>AMEND and ADD to Program Extensions</p> <p>WITHDRAW 12.03.2 from 46 and AMEND #91</p>	<p>15.09.2 Full-time graduate students who have served on the CUPE 3903, CUPE Ontario or National Executive, or OUWCC Executive for at least six months may, on the basis of such service, submit petitions for academic extensions for a total of twelve months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean When considering petitions based on service on the union executive, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. 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 such service 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 with an additional year in the priority pool which shall include the minimum guarantee to be paid in the summer previous to the additional year of funding and petitions of part-time students which are granted shall be granted for part-time status.</p> <p>15.09.4 Full-time graduate students who have served on the CUPE 3903 bargaining team, on the basis of such service, submit petitions for academic extensions for a total of twelve months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean When considering petitions based on service on the union executive, the Dean of Graduate Studies shall take into</p>	See 91

		<p>petitions for part-time status) Full and part-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 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</p> <p>Masters candidates who held a full or partial teaching assistantship, and who subsequently have been granted a full-time academic extension for up to 12 months beyond Faculty of Graduate Studies guidelines per this article, also shall be allocated an additional teaching assistantship</p>		<p>account the effect of such service upon the progress of the student's work. 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 such service 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 with an additional year in the priority pool which shall include the minimum guarantee to be paid in the summer previous to the additional year of funding and petitions of part-time students which are granted shall be granted for part-time status.</p>	
47	U1 Letter of Intent on Fellowship	New	Include Fellowship in Collective Agreement	When the minimum guarantee is fulfilled in the form of the York Graduate Fellowship, no additional work or performance of tasks are required to receive the full amount of the York Graduate Fellowship.	<p><u>Proposal #47 Minimum Guarantee</u></p> <p><i>Revise Letter of Agreement: Additional Funding for Priority Pool Members as</i></p>

			<p>The York Graduate Fellowship will not be clawed back unless the Unit 1 member has received a scholarship worth at least \$35,000 a year.</p> <p>Additional work, in the form of a TAship, GAship, RAship, work-study program, or internship undertaken by Unit 1 members who qualify for the minimum guarantee, will not erode the amount of the minimum guarantee when it is given in the form of the Fellowship. All additional work performed by Unit 1 shall count as additional income on top of and in addition to the Fellowship amount given to fulfill the minimum guarantee.</p> <p>Unit 1 members of the priority pool who receive the York Graduate Fellowship to satisfy the minimum guarantee component of their funding package will be notified of this by the 10th day of the first month of the new semester and they will have the choice to 1) receive the Fellowship in 3 equal installments which will be posted directly to their student account by the 30th day of the first month of the new term in order to pay their tuition directly. Unit 1 members who choose to receive the Fellowship in the form of 3 equal installments posted directly to their student account will not be charged interest on tuition or 2) receive the amount of the fellowship divided into 4 equal installments paid over the summer months on the 25th day of each month in order to guarantee a monthly summer income. Unit 1 members shall choose how they receive the Fellowship as a part of their teaching assistantship offer of appointment. Students shall be given the choice to indicate how they receive the Fellowship model yearly as a part of their teaching assistantship offer of employment to address the changing financial circumstances often faced by precariously employed graduate students.</p> <p>Unit 1 members who do not indicate how they choose to receive the fellowship will not be considered to be waiving their minimum guarantee. No member of the bargaining unit will be deemed to have waived their right to the Minimum Guarantee until a Union representative and the member have signed an agreement with the Employer stating an</p>	<p><i>follows:</i></p> <p>LETTER OF AGREEMENT: ADDITIONAL FUNDING FOR PRIORITY POOL MEMBERS</p> <p>The Union may initiate a meeting with the Dean of FGS or designate, the member, a representative of Faculty Relations and the Union to be held as expeditiously as possible with a view to discussing the concerns of members . Note – Grievances Regarding the Letter of Agreement may be initiated at Step 4 of the grievance process.</p> <p>Mindful of the financial obstacles graduate students are experiencing in light of Government decisions which transfer more of the burden for financing a university education to the student via tuition fees, the employer will guarantee an offer of additional support for members of the Priority Pool as outlined below . This support is for the 12-month period beginning with September.</p> <p>It is recognized that many members currently receive additional funding opportunities and what is listed below is a minimum guaranteed level of financial support. However, such guaranteed extra funding as outlined below shall not apply to those whose funding provides them with a level of support greater than their priority pool entitlement coupled with this supplementary funding.</p> <p>Nothing herein shall be read or construed as a bar to any member receiving financial support that is greater than the above</p>
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				<p>intention to do so. If the student has failed to indicate how they wish to receive the amount of the fellowship, they will automatically receive the form of the Fellowship as 4 equal installments over the summer months paid on the 25th day of each month unless they indicate otherwise to the Faculty of Graduate Studies. The employer is responsible for communicating to each Unit 1 member the method that they will receive the Fellowship by the 15th day of the first month of the semester.</p>	<p>minimum guarantee, nor does it require or permit students to undertake tasks which require exceeding an average of 10 hours of work per week, or a maximum of 1.5 teaching assistantships in a 12-month period (beginning with the fall term).</p> <p>A. All members of the Priority Pool who are eligible shall be informed by September 15 whether they will be offered TA, GA, RA activity for the fall, or that the funding under the minimum guarantee will be offered in the winter or summer terms:</p> <p>Eligibility criteria are:</p> <ul style="list-style-type: none"> • member of the bargaining unit during the preceding 12-month period, including those on leaves of absence under the collective agreement; • in the Priority Pool; • have applied where appropriate and accepted when offered a teaching assistantship or other work; • must be continuously registered on a full-time basis for the following 12-month period; • have total funding including major external scholarships not greater than the priority pool entitlement plus \$5000 for
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					<p>2008-2009, 2009-2010 and 2010-2011 [see 12 .03 .1(iii)].</p> <ul style="list-style-type: none"> • must be available to undertake some form of TA, GA or RA activity should it be necessary in at least one of the three terms in the 12 month period starting with the fall . It is expected that such TA, GA and RA activities will normally be offered in the summer term . The bargaining unit members who have established to the satisfaction of the Faculty of Graduate Studies they are only available in one particular term will have priority for minimum guarantee funding activity in that term. <p>Note – Although not in the priority pool or in the bargaining unit during the preceding 12 month period, PhD 1 students are eligible for the minimum guarantee in their first year.</p> <p>(i) The minimum guarantee will be \$5000 in 2008-09; 2009-10; and 2010-11 of extra funding above the priority pool entitlement over the 12-month period. Such funding may be in the form of scholarships (excluding York Entrance Scholarships), fellowships (e.g., the York Fellowship), assistantships, (e.g. research</p>
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					<p>assistantships, graduate assistantships, additional teaching assistantships, matching fund graduate assistantships) or internships (not including bursaries or tuition rebates). Wages earned at the Overwork or Replacement Rate shall not count towards the Minimum Guarantee.</p> <p>(ii) Where the performance of tasks is required in exchange for additional financial support, the reasonable preferences and legitimate needs/concerns of the person shall be taken into consideration and all reasonable efforts will be made to accommodate them . The person will normally have 3 working days to confirm acceptance of an offer of a minimum guarantee assignment.</p> <p>(i) It is understood that no member will be required to perform work or duties in excess of 135 hours per term without the members consent .</p> <p>However, it is recognized that, in exceptional circumstances, members have been allowed to perform more than 135 hours of teaching assistantship duties during a single term . It is understood that such practices</p>
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					<p>may continue in exceptional circumstances and with the mutual agreement of the member and the hiring unit and the academic approval of the program director, the Dean of Graduate Studies and the supervisor (if appointed).</p> <p>(ii) a) Scholarships and Research Assistantships do not require the performance of tasks.</p> <p>b) The priority in the allocation of GA funds is to provide financial support to graduate students. For the minimum amount of funding – \$5125 in 2014-2015, \$5253 in 2015-2016 and \$5384 In 2016-2017 – a graduate student cannot be required to work in the performance of tasks for more than a total of 135 hours. For clarity, GAships for the purpose of satisfying the Minimum Guarantee are subject to the same requirements regarding meetings of the supervisor and employee to discuss assigned duties and responsibilities as set out in Article 10.01 (Hours of Work) of the Unit 3 collective agreement.</p> <p>By no later than September 1, 2016 except as otherwise</p>
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					<p>provided in the Collective Agreement all GAships for the purpose of satisfying the Minimum Guarantee (\$5125, \$5253, \$5384) shall be electronically posted by the hiring unit on a site accessible to employees and the Union. The following posting deadlines shall apply other than in exceptional circumstances (e.g., circumstances in which a position has not been identified in time to meet the applicable posting deadline):</p> <p>August 1st for positions scheduled to begin in September; December 1st for positions scheduled to begin in January; and April 1st for positions scheduled to begin in May.</p> <p>GAship postings shall be clearly labelled as Unit 1 and shall identify, to the extent possible:</p> <ul style="list-style-type: none"> (i) the duties, responsibilities and tasks; (ii) reasonable qualifications of the position; (iii) the number of hours of the graduate assistantship; (iv) the start and end date of the GAship; (v) application process and application deadline; (vi) information and documents,
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					<p>e.g., an up-to-date CV, required for application</p> <p>Postings shall indicate that priority in the assignment of the position will be given to applicants for whom the position will satisfy the Minimum Guarantee .</p> <p>Hiring Units will make available a common application form or template (hard copy or electronic); in the absence of a unit-designed template or form, the model form in Appendix F shall be used.</p> <p>(iii) The Faculty of Graduate Studies will use its best offices and all reasonable efforts to resolve any problems which the member brings to its attention. Upon acceptance of the assignment the person will be provided with a written description of the assignment. Anyone assigned to positions three weeks after the deadline for registration will have hours proportionally reduced without any reduction in pay.</p> <p>B. It is not intended that the additional funding (excluding teaching assistantship work), as outlined in A(i) would be used, nor would the Dean of Graduate Studies approve the use of such funds, for employment tasks for which CUPE</p>
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					<p>3903 holds certification . Neither would the funds be used for work which would otherwise require hiring an employee in another certified Bargaining Agent or maintaining the position of an employee in another bargaining unit.</p> <p>C. By September 15 FGS will inform each student, through the graduate program office, whether or not they will be offered TA, GA/RA activity for the fall, or that the funding under the minimum guarantee will be offered in the winter or summer. In the latter case, FGS will make its best efforts to inform students by November 30 and in any event no later than December 15 whether the activity will be offered in the winter or the summer term. Once informed of how the minimum guarantee will be met under this provision, any other scholarship, fellowship, research assistantship or income from York will be in addition to the minimum guarantee save and except for major scholarships as set out on the FGS website which may be offset against the York Fellowship.</p> <p>The parties have reviewed the various aspects of this program during negotiations and have exchanged documents, as embodied in the November 12, 1998 Letter of Understanding, in order to confirm how this Letter</p>
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					<p>should best be given effect. In the event of a conflict between the November 12 1998 Letter of Understanding and this Letter of Agreement, this Letter of Agreement shall govern.</p> <p>D. FGS will provide those who are eligible for the minimum guarantee with a form by March 15 on which form they may indicate the term(s) in which they prefer to work (as per A(ii)) any term(s) in which, because of exceptional circumstances, they consider themselves to be unavailable for a minimum guarantee assignment and the reasons they consider themselves to be unavailable. Such reasons may include:</p> <ul style="list-style-type: none"> • The member will be unavailable for on-campus activity because she will be engaged in off campus activity associated with the program of study approved according to FGS Regulations for students absent from campus. • The bargaining unit member will be unavailable for medical circumstances, child care responsibilities or other compassionate grounds, but not on approved leave of absence from the program. • The graduate program director
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					<p>and supervisor/and or advisor has certified that additional activity will jeopardize the bargaining unit member's ability to make satisfactory academic progress in the term in question and the Dean of FGS approves.</p> <p>These forms must be returned no later than May 1. FGS will make reasonable efforts to assign persons in conformity with bona fide requests. Should exceptional circumstances arise subsequent to the member returning the form, then the member should complete and re-submit a new and amended form as soon as practicable.</p> <p>E. Where a member in the priority pool has the minimum guarantee component of their funding package satisfied by the York Fellowship this funding will be divided into 3 equal installments paid in each term in which they are registered full time and are paying fees. No member of the bargaining unit will be deemed to have waived their right to the Minimum Guarantee until a Union representative and the member have signed an agreement with the Employer stating an intention to do so.</p>
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Job Security and Workload (27 Proposals)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
49	U1 10.04.2 and 10.04.3	New	Unit 1 Seniority		AGREED:

					<p>10.04.2 The Employer will notify unit 1 members of the seniority points attached to each tutor position by including the seniority points for each position in the posting.</p> <p>10.04.3 The Employer will specify the seniority value for the course being offered as a part of the offer of appointment.</p>
50	U1 15.04.1	Such authorized replacement is intended to fill short-term emergency staffing needs normally not exceeding one month during the fall/winter session or an equivalent period during any other session.	Ensure authorized replacements are available	<p>Such authorized replacement is intended to fill short-term emergency staffing needs normally not exceeding one month during the fall/winter session or an equivalent period during any other session. Requests for authorization shall not be unreasonably denied.</p> <p>In the Department of Nursing, employees will be permitted to serve as authorized replacements for preceptored courses when colleagues are unavailable.</p>	<p>15.03.1 Letter of Understanding - Nursing</p> <p>In negotiations in 2017-2018 the parties discussed issues that were arising around the assignment and expectations for Course Directors on practicum courses. This included the timing of assignments, the occasional need for replacements and the obligations and responsibility of the Course Directors around student support and availability.</p> <p>Recognizing the need for clarity, it is agreed that the Faculty of Health will establish a Committee of two practicum Course Directors appointed by CUPE 3903 and two persons appointed by the Dean to review the process and to consider and report back on any possible improvements.</p>
51	U1 22.04		Employer's responsibility to maintain an online postings and NRA database	.	<p>AGREED:</p> <p>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.</p>

Equity (19 Proposals)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal

76	U1 10.02.2	Delete and Replace	Paid Equity Training October 30th Amended for clarity	<p>(i) Any employer-required training or orientation shall be paid at the marker grader rate over and above the regular salary. Training shall normally shall take place during the period of time that the employee holds the position. Any employer required training or orientation of more than ten hours shall be reimbursed for those hours beyond ten hours, at the Overwork Rate.</p> <p>(ii) 10 hours per term will be allocated to mandatory training under the AODA, OHSA, and any other anti-violence, -harassment and discrimination training agreed to between the Employer and the Union. Where the employer is requiring that an employee attend training or orientation the employee will be provided with timely, advance notice.</p>	<p>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.</p>
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	<p>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 employer is responsible for maintaining the cleanliness and safety of these facilities at all times.</p>	<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> <p>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.</p>
79	U1 10.01.1	ADD NEW PARAGRAPH at end of article	Add equity group consideration to hiring process for 'tickets'	<p>A minimum of 50% from one or more of the five employment equity groups will be appointed. Intersectional Employment Equity data for the bargaining unit will be used as a guide.</p>	<p>Amend 10.01.1(vi)</p> <p>10.01.1(vi) Where a Program is filling a ticketed course directorship opportunities they will, where all other factors and qualifications are equal, provide preference to an applicant who is a member of an Employment Equity group.</p> <p>Amend 5.03:</p> <p>Remove last paragraph</p> <p>Amend 5.03.1:</p> <p>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</p>

					Employment Equity group within the Collective Agreement will be done so as not to interfere with the Employer's Federal Contractors Program obligations.
80	U1 10.01.1	New	Distribution of tickets	A minimum of 2 tickets shall be allocated per Faculty with employees represented by CUPE 3903 to ensure equitable distribution	<p>Course Directors / Tickets</p> <p>10.01.1 The parties recognize that the employer wishes to provide teaching opportunities for full-time graduate students. Such students will normally be employed in tutor 1, tutor 2, tutor 3, tutor 4, tutor 6, tutor 7, or writing instructor positions. However, during any twelve month period ending 31 August, the employer reserves the right to appoint such students to no more than sixty course director positions (not including any course director positions to which full-time graduate students are appointed when there have been no suitably qualified candidates with applicable prior experience in Unit 2 for course director positions originally posted in Unit 2) and may increase this number from sixty to seventy course director positions where there are at least ten course director positions in the total number which have not been offered in the Unit 1 or Unit 2 bargaining unit in the previous three years. Further, the employer reserves the right to appoint such students to an as yet undetermined number of additional positions in the Faculty of Education which will be based on the number of "net new" course director positions in the faculty, subject to a process to be worked out between the parties via the Labour/Management Committee. In the event that Faculty of Education does not use all of their allotted positions, they will not be transferable to, nor can they be borrowed by, other Faculties.</p> <p>Union Failsafe Option</p>

					<p>To avoid a strike, lockout or disruption in the University academic year over the issue of Course Directors / Tickets, it is agreed that the Union may otherwise ratify the Collective Agreement without acceptance of the change to 10.01.1 above and instead exercise an option to refer this issue to an interest arbitrator.</p> <p>Within 30 days following ratification of the renewal Collective Agreement the Union may provide notice in writing of its lack of acceptance of this provision of the Collective Agreement and its intent to instead proceed to binding interest arbitration on this provision.</p> <p>The parties will jointly agree upon an Arbitrator within ten days failing which Arbitrator Kevin Burkett will be asked to select an arbitrator to serve. The Arbitrator appointed under this agreement may establish their own procedure and their decision will be binding.</p> <p>The Arbitrator will then determine what, if any, changes should be made to Article 10.01.1.</p> <p>Also:</p> <p>If the Union agrees to an increase in number of tickets as above then the Employer will accept the Union proposal 80, by which there would be a minimum of two tickets per Faculty</p>
84	U1 5.03.2	New	Employment Equity Report	<p>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</p>	<p>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/</p>

				employee retention from equity groups demonstrated through concrete results.	
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>	The President has confirmed to Senate that VP level position will be created to lead on issues of equity, engagement and inclusion.

				<p>RECOMMENDATION D: The new Office of Equity, Diversity and Inclusion should 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>	
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86	U1 5.02	<p>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.</p>	Anti-Racism Report	<p>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>	<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	U1 15.01.9	New	Accommodations	Where ASL interpreters have been requested but are not available, and/or to facilitate informal respectful communications among Employee 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>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 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	U1 22.04	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	U1 22.02 (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,	No. This is not practicable / achievable. Blanket applications make it impractical to breakdown by position application.

				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 to the Ways and Means Fund.	
90	U1 5.03	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.	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	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. 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 threshold under (1) then a candidate that self identifies as LGBTQ will be hired. Hiring unit data for the most recent consecutive

				used to establish hiring unit representation. Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.	three contract years (or, during implementation, such period up to three contract years as is available) shall be used to establish hiring unit representation. Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.
91	U1 12.03.2	12 03 2 Ph D students who have disabilities and who have not completed their academic requirements shall gain an additional year of priority pool entitlement. (See also Article 15 10) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15 10.	AMEND & ADD: Family- & marital-status as reason for academic extension, clarity on priority pool funding, and MG.	12.03.2 Ph.D. students who have disabilities, marital-, and/or , marital-, and/or family-status obligations for which they require accommodation and who have not completed their academic requirements shall gain an additional 2 years of priority pool entitlement which shall include the minimum guarantee to be paid in the summer previous to the additional year of funding. (See also Article 15.10.) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship for each of 2 years pursuant to the terms of Article (15.10.)	AMEND 12 03 2: A PH.D student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation and who as a result have not completed their academic requirements, shall gain an additional year of priority pool entitlement. Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15 10.
92	U1 15.10	15.10 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 (part-time graduate students may submit petitions for part-time status) Full and part-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 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 upon the progress of the student's work If	ADD: Family status/obligation as reason for academic leave	15.10 Full-time graduate students who have a disability or disabilities and/or, marital-, and/or family-status obligations for which they require accommodation, may submit petitions for academic extensions for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status) Full and part-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 Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean Such petitions shall be kept	Amend 15.10: 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 (part time graduate students may submit petitions for part time status). Full time and part 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. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean.

		<p>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.</p> <p>Masters candidates who held a full or partial teaching assistantship, and who subsequently have been granted a full-time academic extension for up to 12 months beyond Faculty of Graduate Studies guidelines per this article, also shall be allocated an additional teaching assistantship.</p>		<p>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, and/or marital- and/or family status obligations 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, and/or marital- and/or family status obligations 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.</p> <p>Masters candidates who held a full or partial teaching assistantship, and who subsequently have been granted a full-time academic extension for up to 24 months beyond Faculty of Graduate Studies guidelines per this article, also shall be allocated an additional teaching assistantship.</p>	<p>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 <u>Student Accessibility Services</u> 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.</p> <p>Masters candidates who held a full or partial teaching assistantship, and who subsequently have been granted a full-time academic extension for up to 12 months beyond Faculty of Graduate Studies guidelines per this article, also shall be allocated an additional teaching assistantship.</p>
94	U1 4.01.1	New	Accommodation Procedure	<p>The Employer shall follow its 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.</p>	<p>Add to Unit 1 -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</p>

				<p>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>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>
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Communications and Union Rights (7 Proposals)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
95	All Units 22.02		Information	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	<p>Add to 22.01 (b)</p> <p>The Employer and the Union agree that the online application system is to be preferred for</p>

				<p>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>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 22.02. (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>Amend Article 12.02.1 as follows:</p> <p>12.01.1 All applicants for positions...must apply directly, providing....</p> <p>:</p>
96	U1 3.05.3	New	Union membership information		<p>AGREED:</p> <p>NEW 12.01.1</p> <p>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>
98	U1	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.	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	U1. 15.09.3	In recognition of the fact that service on the union	Increase to Executive Honoria	In recognition of the fact that service on the	No

		<p>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.</p>		<p>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.</p> <p>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.</p>	
100	U1 21		<p>Union Space on all York Campuses and Bulletin Boards in all Academic Buildings</p>	<p>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). <u>At Glendon and Markham campuses, the employer agrees to</u></p>	<p>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,</p>

				<p><u>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>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>	<p>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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Professional Development (6 Proposals)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
104	U1 15.15	<p>The employer shall maintain a fund to defray research costs incurred by full time graduate students who hold or have held a position in the bargaining unit. In 2011- 2012 the amount allocated to the fund shall be \$80,000. Effective September 1, 2012, the amount allocated to the fund shall be \$100,000. Any unexpended monies shall be retained in the fund.</p> <p>AI The Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the Employer, and the Dean of the Labour/ Management Committee. I research costs grants shall be in varying amounts up to \$1,500 per academic year. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.</p>	Unit 1 Research Costs Fund	<p>The employer shall maintain a fund for the purpose of encouraging individual research and study and to defray research costs incurred by full time graduate students who hold or have held a position in the bargaining unit. Research costs shall include but are not limited too: language translation, accessibility costs, printing and photography charges, camera rentals, space rentals, recording devices, transportation costs, media accommodations and adaptive technologies. 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 Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the Employer, and the Dean of the Labour/ Management Committee. All research costs grants shall be in varying amounts up to \$3,500 per academic year. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.</p>	<p>The employer shall maintain a fund to defray research costs incurred by full time graduate students who hold or have held a position in the bargaining unit. Effective September 1, 2018, the amount allocated to the fund shall be \$110,000 per contract year. Any unexpended monies shall be retained in the fund. All research costs grants shall be in varying amounts up to \$1,600 per academic year.</p> <p>The Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the Union, one full-time faculty member selected by the Employer and the Dean of Graduate Studies 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>
105	U1 15.27	New	Conference Travel Fund	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.	No. This is properly addressed through applications under Professional Development fund.

				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.	
106	U1 15.17 U2 15.20	<p>The Employer Shall transfer \$10, 000 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/ conferences related to their employment. Any unexpended monies shall be retained in the Fund.</p> <p>The Tuition Costs 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>	Tuition Cost Fund	The Employer shall transfer \$15,000 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/conferences related to their employment. Any unexpended monies shall be retained in the Fund.	<p>Tuition Cost Fund 15.17</p> <p>The Employer shall transfer \$12,500 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/conferences related to their employment. Any unexpended monies shall be retained in the Fund.</p>
107	U1 15.16	<p>Effective September 1, 2011, the employer agrees to contribute \$125,000 to the Professional 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</p>	Increase Professional Development Fund	<p>Effective September 1, 2017 the employer agrees to contribute \$225,000 to the 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</p>	<p>Amend existing language to begin...</p> <p>Effective September 1, 2018, the employer agrees to contribute \$137,500 to the Professional Development Fund per contract year.</p>

		<p>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>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. 	
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Pedagogy (2 Proposals)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
108	U1 16	See current collective agreement	<p>Class size - Amend and add</p> <p>November 20th Amended for clarity</p>	<p>16.03 A course director, including course directors of online and blended courses, shall be assigned assistance and/or additional compensation to reflect course enrolments above twenty-five as follows:</p> <p>(a) For every 25 students enrolled in a course, assistance shall be provided in the form of an 1.0 teaching assistantship in the form of an additional tutorial leader, marker grader or lab instructor.</p> <p>(b) Assistance shall be provided from the commencement of the course where the projected enrolment exceeds twenty-five, but the assistance may be modified so as to reflect the actual enrolment as of the first official enrolment reporting date in each</p>	No.

				<p>session;</p> <p>(c) Where the projected enrolment is twenty-five or less but actual enrolment as of the first official enrolment reporting date in each session exceeds twenty-five, assistance shall be provided as per (a)</p> <p>(d) Where official enrolment of a group exceeds the appropriate enrolment level at which additional assistance in the form of a 1.0 teaching assistantship in the form of tutorial leader, marker-grader, or lab instructor is provided by more than 20%, the employer shall provide additional assistance as per (a)</p> <p>16.05.1 With respect to teaching groups in which students are formally enrolled:</p> <p>(i) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of twelve hours for each block of three students, or portion thereof, exceeding:</p> <ul style="list-style-type: none"> • Teaching Group (a): twenty for a one-hour group, twenty for a one-and-one-half hour or two-hour group; • Teaching Group (b): forty; <p>(ii) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of eleven hours for each block of 3 students, or portion thereof, exceeding:</p> <ul style="list-style-type: none"> • First year 9-credit Foundations tutorials (g): twenty • Second year 9-credit foundations tutorials (h): twenty <p>(iii) For the triggers articulated in Article 16 05 1(ii) only, hiring units are not permitted to enrol above those triggers without the permission of the tutorial instructor. The letter of offer for Foundations tutorials will</p>	
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				<p>be revised so that the employee can indicate whether or not she agrees in advance to allow enrolments to rise above the trigger. Failure to return the letter of offer by the time indicated in Article 12. 13 will be taken as indication that permission has been granted, until such time as the letter of offer is returned.</p> <p>(iv) The level of assistance required by this article shall be calculated on the basis of enrolments recorded for the 1 November official enrolment reporting date for fall and fall/winter courses, the 1 February official enrolment reporting date for winter courses, the 1 March official enrolment reporting date for winter/summer courses and as of the deadline date for withdrawal without academic penalty for courses in each of the summer sessions. Where assistance is paid pursuant to this article, such payment shall be made in one lump sum as soon as practicable after the dates specified above.</p> <p>(v) Where additional compensation per (iv) already has been paid to an employee who subsequently is replaced, the replacement employee shall be entitled to assistance/additional compensation at the appropriate rate per 16. 05. 1, pro-rated to the portion of the academic session remaining at the time of her appointment.</p> <p>16.05.3 (i) It is understood that the figures specified in 16 05 1(i) are not intended to represent norms in class size;</p> <p>(ii) In any event, enrolments shall not exceed:</p> <ul style="list-style-type: none"> • Teaching Group (a): twenty-five for a one-hour group, twenty-five for a one- and-one-half hour or two-hour group; • Teaching Group (b): fifty; • Teaching Group (c): fifteen for a two-hour or three-hour group; • Teaching Group (d): twenty • Teaching Group (e): twenty 	
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				<ul style="list-style-type: none"> • First year 9-credit Foundations tutorials (f): twenty-five; • Second year 9 credit Foundations tutorials (g): twenty-five; <p>16.05.4 With respect to Clinical Course Directorships in the Department of Nursing, additional payment for 12 hours, 8 hours or 16 hours per week (depending on clinical day) shall be distributed at the marker/grader rate for each additional student above and beyond the group sizes specified below: <u>Clinical course size caps:</u> 1900-7 students (total of 42 hours max) 2522-7 students (total of 144 hours max) 2523-7 students (total of 192 hours max) 2731-6 students (total of 96 hours max) 4131-6 students (total of 192 hours max) 3524-7 students for mental health and 4 students for peds (total of 144 hours max) 4526-7 students (total of 144 hours max) 4525-8 students 4527-14 students 4150-12 students CCDs must agree to taking on additional students and are not required to do so</p>	
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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 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	The Employer will increase the amount of paid time available for participation in JOHSC by 30 Tutor 1 hours per academic year.

				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.	
110 B	15.02.5			.	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 academic 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.
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 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.	Not required. Legal and statutory obligation and if there is a concern then should be discussed and enforced.
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
A	U1 Funding			<p>Proposal #A U1 Funding</p> <p>1. <i>Replace existing Article 10.03.1 with new Article 10.03.1 below.</i></p> <p>10.03.1 REMUNERATION FOR TEACHING ASSISTANTS Remuneration for a full teaching assistantship in each 12 month period consists of two tutor 1 assignments or their equivalent, paid at the rates set out in Article 10.04.1.</p> <p>2. <i>Revise 10.03.2 as follows:</i> 10.03.2 a) For Employment Insurance purposes only a course director for a 6 credit course will be deemed to have worked 535 hours. Other assignments will be pro-rated. (b) The rate of a course directorship will be substituted for the rate of a teaching assistantship including grant-in-aid for the purpose of satisfying the additional guaranteed funding for Priority Pool Members specified in the Letter of Agreement: Additional Funding for Priority Pool Members. For clarity, if the rate of a teaching assistantship including GIA is \$14,000 and the rate of a course directorship is \$16,000, the additional guaranteed funding for Priority Pool members set out in the Letter of Agreement will be in addition to the course directorship rate and not in addition to the teaching assistantship rate such that if the total amount based on the teaching assistantship rate is \$20,000 the total amount for Priority Pool members with a course directorship will be \$22,000.</p> <p>3. <i>Replace existing Article 10.12 (Graduate Financial Assistance) with a new Article 11 as follows.</i></p> <p>New Article 11. FUNDING FOR TEACHING ASSISTANTS</p> <p>In recognition that teaching assistants are full-time graduate students, the following funding is provided to support their studies. Effective September 1, 2018, individuals holding a full teaching assistantship which is either their first as a doctoral student or is a second or subsequent teaching assistantship as part of their Priority Pool entitlement, will receive Teaching Assistant Financial Support, contributing to their total minimum funding commitment from the University to support their full-time graduate studies. The value of the Teaching Assistant Financial Support will vary depending on the individual's number of years in the Priority Pool and/or eligibility to continue in the Priority Pool and whether or not they pay international tuition fees. The components of Teaching Assistant Financial Support are as follows:</p> <p>11.1 Teaching Assistant Financial Support ("Direct-Deposit TA Financial Support")</p> <p>This support is deposited to teaching assistants' student accounts in equal amounts in each term over the 12 month period September 1st to August 31st in which they are registered as full time students. Direct Deposit TA Financial Support consists of two components: Graduate Financial Assistance (GFA) and Supplementary Graduate Assistance (SGA). Graduate Financial Assistance varies depending</p>

on the individual's number of years in the Priority Pool and whether they pay international tuition fees. Supplementary Graduate Assistance is a set amount for the first full teaching assistantship in each contract year. Effective the 2016-17 contract year this amount is \$3705 for a full Teaching Assistantship. Supplementary Graduate Assistance is prorated for less than a full Teaching Assistantship.

11.1.1 Graduate Financial Assistance

Visa Graduate Student Employees Paying International Fees

In the 2016-17 contract year, all members of the bargaining unit who are visa students shall for each term in which they are registered full-time and pay international fees receive \$1085 per term. Effective the 2017-18 contract year, this amount will be increased to \$1103, in the 2018-19 contract year to \$1122, and in the 2019-20 contract year to \$1141. In the 2016-17 contract year members of the bargaining unit who are visa students and who are in the second year of the priority pool or a later year in the priority pool shall receive in each term for which they are registered full-time and pay international fees \$1295 per term. Effective the 2017-18 contract year, this amount will be increased to \$1317, in the 2018-19 contract year to \$1339 and in the 2019-20 contract year to \$1362,

Graduate Student Employees Paying Domestic Fees

In the 2016-17 contract year, all other members of the bargaining unit shall for each term in which they are registered full-time and pay fees receive \$649 per term. Effective the 2017-18 contract year, this amount will be increased to \$660, in the 2018-19 contract year to \$671, and in the 2019-20 contract year to \$682, In the 2016-17 contract year members of the bargaining unit who are in the second year of the priority pool or a later year in the priority pool shall receive in each term for which they are registered full-time and pay fees \$814 per term. Effective the 2017-18 contract year this amount will be increased to \$828, in the 2018-19 contract year to \$842, and in the 2019-20 contract year to \$856.

11.2 A schedule of Direct-deposit Teaching Assistant Financial Support for domestic and visa graduate student employees for a full teaching assistantship is set out below (based on 2016-17 rates):

A. Visa graduate student employees who pay international fees

- (i) Up to end of first year in the Priority Pool (typically first 2 years of doctoral program):

<i>Graduate Financial Assistance</i>	\$1085 per term (\$3255 per year)
<i>Supplementary Graduate Assistance</i>	\$1235 per term (\$3705 per year)
Total TA Financial Support:	\$2320 per term (\$6960 per year)

- (ii) Second and subsequent years in Priority Pool:

<i>Graduate Financial Assistance</i>	\$1295 per term (\$3885 per year)
<i>Supplementary Graduate Assistance</i>	\$1235 per term (\$3705 per year)
Total TA Financial Support:	\$2,530 per term (\$7,590 per year)

				<p>B. Graduate student employees who pay domestic fees</p> <p>(iv) Up to end of first year in the Priority Pool (typically first 2 years of doctoral program):</p> <table> <tr> <td><i>Graduate Financial Assistance</i></td> <td>\$649 per term (\$1947 per year)</td> </tr> <tr> <td><i>Supplementary Graduate Assistance</i></td> <td>\$1235 per term (\$3705 per year)</td> </tr> <tr> <td>Total TA Financial Support:</td> <td>\$1,884 per term (\$5,652 per year)</td> </tr> </table> <p>(v) Second and subsequent years in Priority Pool:</p> <table> <tr> <td><i>Graduate Financial Assistance</i></td> <td>\$814 per term (\$2442 per year)</td> </tr> <tr> <td><i>Supplementary Graduate Assistance</i></td> <td>\$1235 per term (\$3705 per year)</td> </tr> <tr> <td>Total TA Financial Support:</td> <td>\$2,049 per term (\$6,147 per year)</td> </tr> </table> <p>11.3 Where a course directorship is assigned, Direct-deposit TA Financial Support does not include Supplementary Graduate Assistance. In such circumstances, Direct-deposit TA Financial Support includes Graduate Financial Assistance only.</p>	<i>Graduate Financial Assistance</i>	\$649 per term (\$1947 per year)	<i>Supplementary Graduate Assistance</i>	\$1235 per term (\$3705 per year)	Total TA Financial Support:	\$1,884 per term (\$5,652 per year)	<i>Graduate Financial Assistance</i>	\$814 per term (\$2442 per year)	<i>Supplementary Graduate Assistance</i>	\$1235 per term (\$3705 per year)	Total TA Financial Support:	\$2,049 per term (\$6,147 per year)
<i>Graduate Financial Assistance</i>	\$649 per term (\$1947 per year)															
<i>Supplementary Graduate Assistance</i>	\$1235 per term (\$3705 per year)															
Total TA Financial Support:	\$1,884 per term (\$5,652 per year)															
<i>Graduate Financial Assistance</i>	\$814 per term (\$2442 per year)															
<i>Supplementary Graduate Assistance</i>	\$1235 per term (\$3705 per year)															
Total TA Financial Support:	\$2,049 per term (\$6,147 per year)															
B	U1 10.05			<p>Amend the existing Article 10.05 as follows:</p> <p>10.05.1) Once an employee has been appointed to a course director position for a particular session she will not be required to convert that course to an alternate mode of delivery.</p> <p>10.05.2) 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 1 employee's application will be rendered ineligible owing to difficulties with internal electronic applications.</p> <p>Remainder of 10.05 stays as is, renumbered to reflect removal of 10.05.3.</p>												
D	U1 13.07			<p>Amend 13.07.1 as follows:</p> <p>13.07.1 The results of the University's common set of course evaluation questions may be made available to students but shall not otherwise be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement. Per Article 12.24 such evaluations, or a summary of, may also be placed in an employee's Professional Performance and Service File with the employee's written agreement.</p>												
E	U1 APPENDIX "B" TA OFFER OF APPOINTMENT			<p>Amend existing Appendix "B" as follows:</p> <p>If you accept this offer of appointment, please complete, sign, and return the attached copy of this form to me within seven days.</p>												

