

**February 16, 2021**  
**Employer's all-units proposals**

**1. PROPOSAL 1: Employment Equity Groups**

*New definitional language in the collective agreement as follows:*

For the purposes of the Collective Agreement, Equity Groups are defined as:

- i. Federal Contractor Program (FCP) Equity Groups: women, visible minorities (racialized groups), Aboriginal persons (Indigenous), and persons with disabilities; and
- ii. LGBTQ2

Employees may self-identify as being from one or more equity groups using procedures established by the Employer for the purposes of such self-identification.

**2. PROPOSAL 2: LGBTQ2**

*Editing to the current collective agreement as follows:*

The renewal collective agreement will be amended to reflect LGBTQ2 throughout.

**3. PROPOSAL 3: Intersectionality**

*New definitional language in the collective agreement as follows:*

For the purposes of the Collective Agreement, Intersectionality is defined as the classification of self-identification information for employment equity purposes, considering combinations of two or more of the equity groups.

**4. PROPOSAL 4: Gender Neutral Pronouns**

*Editing to the current collective agreement as follows:*

The renewal collective agreement will be amended to adopt the use of the gender neutral and inclusive pronoun "they" throughout.

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**5. PROPOSAL 5: Tuition Cost Fund**

**15.17 TUITION COSTS FUND**

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.

~~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~~ the Professional Development Fund Committee of the Union. An annual report on the disbursement of monies, indicating the name, bargaining unit and amount provided to each recipient, shall be submitted in writing by the Union to the Employer ~~Labour/Management Committee by no later than September 30<sup>th</sup> of each year.~~

**6. PROPOSAL 6: Sexual Violence Survivor Fund**

**15.29 SEXUAL VIOLENCE SURVIVOR FUND**

~~For the contract year~~ Effective September 1, 2021 ~~2018-2019~~, and each September 1 thereafter, the Employer will provide to CUPE 3903's Trans Feminist Action Caucus a total amount of \$50,000 to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence.

By September 30, 2022 and by each September 30 thereafter, the Union will provide a report to the Employer indicating the amount of money that was spent in the previous 12-month period.

~~For the contract year 2019-2020, \$10,000 will be provided to CUPE 3903's Trans Feminist Action Caucus and \$40,000 will be provided to the Sexual Violence Response Centre. The Sexual Violence Response Centre will meet quarterly with the Union, or at reasonable request, to discuss access to and distribution of these monies.~~

**7. PROPOSAL 7: Domestic, Sexual, and/or Gender-based Violence Leave**

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

An employee may request and take a domestic, sexual and/or gender-based violence leave where they or their child experiences or is threatened with domestic, or sexual and/or gender-based violence. This leave will be to allow the employee to seek medical attention, counselling, victim and support services, legal assistance or to relocate. The employee, if requested to do so, will provide reasonable proof signed by a qualified practitioner.

Upon approval of such a leave the employee will be entitled to a paid leave of up to six-thirty-fifths and the total leave may extend for up to the duration of the academic term. The details or extent of the violence threatened or experienced need not be disclosed to the Employer and the Employer will maintain confidentiality regarding the nature of the employee's leave. In the case of an extended absence beyond ten (10) days, the employee to the best of their ability, shall keep their supervisor informed of the anticipated date of the employee's return.

**8. PROPOSAL 8: Sexual, Gender and Gender Identity Harassment, Racial and Ethnic Harassment**

**4.03 Sexual, Gender and Gender Identity Harassment, Racial and Ethnic Harassment**

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4.03.6 When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Executive Director from the York University Centre for Human Rights, Equity and Inclusion (the Centre).

~~The employer shall not use information provided by a complainant-employee respecting sexual and/or gender harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.~~

...

4.03.8 The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. The Employer will adhere to the timelines in the University's Procedures for determining whether to proceed with a formal investigation. Such an investigation will proceed under the University's Procedures and the investigator will be appointed from a list of internal investigators agreed to by

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the Employer and the Union.

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**4.03.11 Grievance Response and Redress**

Within ~~fourteen (14)~~ twenty (20) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:

- (i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
- (ii) what redress shall be awarded or continued.

...

~~**4.04 Racial and Ethnic Harassment**~~

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~~4.04.6 When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Executive Director from the York University Centre for Human Rights, Equity and Inclusion (the Centre).~~

~~The employer shall not use information provided by a complainant-employee respecting sexual and/or gender harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.~~

...

~~4.04.8 The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. The Employer will adhere to the timelines in the University's Procedures for determining whether to proceed with a formal investigation. Such an investigation will proceed under the University's Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.~~

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- ~~(ii) what redress shall be awarded or continued.~~