

PROPOSALS FOR DISCUSSION AT THE MARCH 19 BARGAINING MEETING

These proposals are tabled without prejudice to the Union's tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations, and the Union's interpretation of collective agreement language in any current or future grievance.

#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER PROPOSAL
1	U1 10.03.1 U3 10.02	Grant-in-aid	March 19: Proposal to increase Grant-in-Aid rates by an amount equivalent to an increase of 1% each year of the collective agreement, effective September 1, 2020.	
2	U1 10.04.1 U2 10.04.1 U3 10.02	Wages	March 19: Proposal to increase salary and authorized replacement rates by 1% each year of the collective agreement, effective September 1, 2020. Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Collective Agreement with respect to compensation.	
3	U1 10.04.4	NEW: Penalty for late pay cheques	December 22: <u>For any appointment that has commenced, where the Employer fails to remit payment on the regular pay day the Employer shall pay an additional 5% of the monthly salary for the appointment to the Employee as a penalty.</u>	
4	U1 10.07	NEW: Penalty for late GIA payments	March 19: <u>Except in exceptional circumstances, Grant-in-Aid payments should be deposited no later than the regular pay day for each contract month.</u> <u>If the Employer fails to meet one of the above deadlines, the Employer shall pay a penalty to the Union equivalent to 10% of the payment remitted late, payable to the Ways and Means Fund for each incident.</u>	

5	U1 10.12	<p>NEW: Increase GFA and penalty for late payments</p>	<p>March 19: Proposal to increase GFA rates by an amount equivalent to an increase of 1% each year of the collective agreement, effective September 1, 2020.</p> <p>The Faculty of Graduate Studies shall 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><u>If the Employer fails to meet one of the above deadlines, the Employer shall pay a penalty to the Union equivalent to 10% of the payment remitted late, payable to the Ways and Means Fund for each incident.</u></p>	
6	U1 10.18 U2 10.15 U3 10.10.4	<p>Link to PDF doesn't work/ URL isn't accurate</p>	<p>March 19: The parties agree that dental, drug, vision care and family benefits will be provided through an ASO Plan administered by the York University Department of Total Compensation (Pension and Benefits).</p> <p>Information about vision, extended health care and dental benefits can be accessed at <u>via following:</u> https://hr.info.yorku.ca/</p> <p><u>Click on Current Employees, which then requires a Passport York login; that brings you to</u> https://yulink-new.yorku.ca/</p> <p><u>Under Employee Resources, click on Pension & Benefits; that brings you to</u> https://yulink-new.yorku.ca/group/yulink/pension-and-benefits</p> <p><u>Under My Benefit Enrolment, you'll find a link to the PDF of "Active Benefits Booklet--unit 1, 2 and 3"</u></p>	
7	U1 10.21 U2 10.17 U3 10.10 (6)	<p>NEW: Remove the \$2000 limit on paramedical</p>	<p>March 19: <u>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 of each paramedical category, up to a maximum of \$3000.</u></p>	

8	U1 15.13.4 U2 15.12.4 U3 15.09.3	Childcare Fund: fund becoming permanent	March 19: A Child Care Fund in the amount of \$260,000 will be made available in each of 2018-19 and 2019-2020. Effective September 1, 2020, and every 12 months thereafter, the Employer agrees to contribute \$260,000 to the Childcare Fund annually. Allocations from the Fund will be made by the Union. An Annual Report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.	
9	U1 15.17 U2 15.20 U3 10.12	Clarify Tuition Cost Fund adjudication process	<p>March 19: 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> <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 the Professional Development Fund Committee of the Union. An annual report on the disbursement of monies shall be submitted in writing by the Union to the Labour/Management Committee by no later than September 30th of each year.</p>	<p>February 16: The Employer shall transfer \$12,500 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund,</p> <p>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 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 30th of each year.</p>
10	U1 15.29 U2 15.25 U3 26	Sexual Assault Survivors Support Fund: determining amount and making the	March 19: 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.	February 16: For the contract year Effective September 1, 2021 2018-2019, and each September 1 thereafter, the Employer will provide to CUPE 3903's Trans

		fund permanent	<p><u>By September 30, 2022 and by each September 30 thereafter, the Union shall submit an annual report on the disbursement of monies in the previous 12-month period to the Labour/Management Committee.</u></p> <p>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.</p>	<p>Feminist Action Caucus a total amount of \$50,000 to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence.</p> <p><u>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.</u></p> <p>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.</p>
11	U1 Letter of Intent 6	NEW: Penalty for late ITO payments	<p><i>March 19:</i> <u>The Faculty of Graduate Studies will 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.</u></p> <p><u>If the Employer fails to meet one of the above deadlines, the Employer shall pay a penalty to the Union equivalent to 10% of the payment remitted late, payable to the Ways and Means Fund for each incident.</u></p>	
12	U1 15.09.2	Priority pool extension for Executive service: Eliminate discrimination for accessing different CA rights, especially for members with disabilities	<p><i>December 22:</i> 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</p>	

			<p>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><u>A member's eligibility for a program extension on the basis of executive service shall not be affected by that member accessing or having accessed other program extension provisions outlined in the collective agreement.</u></p>	
13	U1 15.09.4	<p>Priority pool extension for Bargaining Team service: Eliminate discrimination for accessing different CA rights, especially for members with disabilities</p>	<p>December 22: Full-time graduate students who have served on the CUPE 3903 bargaining team 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. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on service on the union bargaining team, 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</p>	

			<p>students which are granted shall be granted for part-time status.</p> <p><u>A member's eligibility for a program extension on the basis of Bargaining Team service shall not be affected by that member accessing or having accessed other program extension provisions outlined in the collective agreement.</u></p>	
14	U1 Letter of Understanding	NEW: Include Fellowship in Collective Agreement	<p><i>December 22:</i> <u>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. The York Graduate Fellowship will not be reduced in any amount unless the Unit 1 member has received a scholarship worth at least \$35,000 a year. 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 members shall count as additional income on top of and in addition to the Fellowship amount given to fulfill the minimum guarantee.</u></p> <p><u>Unit 1 members within 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:</u></p> <p><u>1) receive the Fellowship in three 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</u></p>	

			<p><u>2) receive the amount of the Fellowship divided into four equal installments paid over the summer months on the 25th day of each month in order to guarantee a monthly summer income.</u></p> <p><u>Unit 1 members shall choose how they receive the Fellowship as a part of their TAship offer of appointment. Unit 1 members shall be given the choice to indicate how they receive the Fellowship model on an annual basis as a part of their TAship offer of employment to address the changing financial circumstances often faced by precariously employed graduate students.</u></p> <p><u>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 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 four 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 by which they will receive the Fellowship by the 15th day of the first month of the semester.</u></p>	
15	U1 Letter of Agreement Point A	Priority pool eligibility to members in year 6	<p>December 22: 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; 	

			<p>• must be continuously registered on a full-time basis for the following 12-month period;</p>	
16	U1 12.06 (ii), (iii)	<p>NEW: Unit 1 contracts deadlines, and penalties if the Employer doesn't meet them.</p>	<p>March 19: Each hiring unit shall post its hiring decisions by posting on the hiring unit's CUPE 3903 Bulletin Board the names of the persons offered/appointed to positions.</p> <p>[.....]</p> <p><u>(ii) When practicable, offers of appointment, other than course directorships, shall be issued at least four weeks prior to the start of the term in which the appointment is held.</u></p> <p><u>(iii) Where the Employer fails to issue an Offer of Appointment on or before the dates indicated in 12.07.2 (ii), the Employer shall pay a penalty to the Union equivalent to the 10% of the monies remitted late, payable to the Ways and Means Fund for each incident.</u></p>	<p>February 16: Each hiring unit shall post its hiring decisions by posting on the hiring unit's CUPE 3903 Bulletin Board the names of the persons offered/appointed to positions.</p> <p>[.....]</p> <p><u>(ii) When practicable, offers of appointment, other than course directorships, shall be issued at least four weeks prior to</u> <u>the start of the term in which the appointment is held.</u></p> <p><u>12.07.3 Candidates must confirm their acceptance of an offer of appointment within five calendar days, at which time the offer will expire.</u></p> <p>[.....]</p> <p>APPENDIX "B" TA OFFER OF APPOINTMENT: If you accept this offer of appointment, please complete, sign, and return the attached copy of this form to me <u>within five calendar days.</u> (Any delay in responding may delay your first salary payment.)</p>
17	U1 15.09.1 U2 15.08.01 U3 11.05.03	<p>Increase Executive Service Funding</p>	<p>December 22: In recognition of the fact that service on the 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 eight <u>ten</u> 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 Committee as seen fit by the Union.</p>	