

**April 19, 2021**

**Employer Proposal Unit 1**

This is a comprehensive package proposal. Agreement to any one item is subject to agreement to all items under the section headings of “Other Proposals Withdrawn” and “Employer Proposals”. The University reserves the right to withdraw any or all of the proposals set out at the section, “Employer Proposals” if all items not agreed to.

***Other Proposals Withdrawn:***

Any proposals/items not otherwise addressed in this document are understood and agreed to be withdrawn.

***Employer Proposals:***

**Note:** Items highlighted in **Yellow** are new or revised proposals.

**Unit 1:**

1. Revised Employer Proposal re Unit 1, Article 12.07.2 – Deadlines for Unit 1 Contracts and Acceptance of Appointments

**See attached April 19, 2021 proposal**

Relates to CUPE proposals #17-20 (December 14, 2020)

2. Employer Proposal re CUPE Unit 1 Article 15.13.4 – Child Care

**See attached April 19, 2021 proposal**

Relates to CUPE proposal #4 (December 14, 2020)

3. Employer Proposal re CUPE Unit 1 Article 15.27 – Extended Health Benefits Fund

**See attached April 19, 2021 proposal**

Relates to CUPE proposal #6 (December 14, 2020)

4. Revised Employer Proposal re Unit 1, Article 12.07.2 – Deadlines for Unit 1 Contracts and Acceptance of Appointments

**See #1 above**

5. Employer Proposal re CUPE Unit 1 Article 17.21 – Domestic or Sexual Violence Leave

See Employer proposal of Feb 16, 2021

Relates to CUPE proposal #38 (December 14, 2020)

6. Employer Proposal re CUPE Unit 1 Article 10.01.1 – Tickets

See Employer proposal of Feb 16, 2021

Relates to CUPE proposal #43 (December 14, 2020)

7. Employer Proposal re CUPE Unit 1 Article 4.03.1 - Sexual Violence Training

See Employer proposal of Feb 18, 2021

Relates to CUPE proposal #44 (December 14, 2020)

8. Employer Proposal re CUPE Unit 1 Article 10.02.2 (iii) - AODA and OHSA Training

See Employer proposal of Feb 18, 2021

Relates to CUPE proposal #45 (December 14, 2020)

9. Employer Proposal re CUPE Unit 1 Article 10.01.1 – Distribution of tickets

See Employer proposal of Feb 16, 2021

Relates to CUPE proposal #47 (December 14, 2020)

10. Employer Proposal re CUPE Unit 1 Blanket Application Form

See Employer proposal of Feb 18, 2021

Relates to CUPE proposal #48 (December 14, 2020)

11. Employer Proposal re CUPE Unit 1 Article 22.02 - Information to Union

See Employer proposal of Feb 18, 2021

Relates to CUPE proposal #50 (December 14, 2020)

12. Employer Proposal re CUPE Unit 1 new Article 10.16 - Paramedical Plan

**See attached April 19, 2021 proposal**

Relates to CUPE proposal #7 (March 19, 2021)

***Reserve – Compensation***

1. CUPE proposal re “Increase salary rates, funds and benefits within the framework of Bill 124, drawn from 1% of the full costing of the CAs”.
2. Dollar amount re CUPE proposal #6 – Extended Health Benefit Funds

**April 19, 2021**

**Employer Proposal re Unit 1 Articles 12.06 and 12.07**

Corresponds to CUPE 3903 proposals #1, and #17-20

*NOTE: BLUE TEXT REFLECTS CHANGES AS BETWEEN THE UNIVERSITY'S FEBRUARY 16, 2021 AND APRIL 19, 2021 PROPOSALS*

Delete Article 12.06 and revise Article 12.07 and *Appendix "B" TA Offer of Appointment* to add new deadlines relating to offers of appointment and a commitment to the expeditious payment of salary where payment of the first month's salary is late where the deadlines for making and accepting offers have been met:

**~~12.06~~ — NOTIFICATION OF APPLICANTS FOR POSITIONS**

~~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. Where practicable, this information will be posted in the hiring unit at least four weeks before the commencement of classes with a copy to the union. For summer positions such posted Notice will indicate which positions, if any, fulfil the employer's priority pool obligations.~~

**12.076 WRITTEN OFFER OF APPOINTMENT**

12.076.1 Appointments shall be made in writing by a letter or letters similar to the "Offer of Appointment" form contained in Appendix B. The employer shall send the appointee two copies of the "Offer of Appointment." If the appointee accepts the offer, one copy shall be signed and returned to the hiring unit, and the other will be retained by the appointee. A Revenue Canada TD1 form shall be included with the first "Offer of Appointment" sent to an employee for each academic session.

12.076.2 (i) ~~When practicable, course directors shall be advised in writing of appointments two months prior to the beginning of the term in which the course will be offered in order to allow adequate preparation time offers of appointment for the Fall/Winter session will be issued by July 7.~~

~~(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.~~

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**Employer Proposal re Unit 1 Articles 12.06 and 12.07**

Corresponds to CUPE 3903 proposals #1, and #17-20

(ii) When practicable, offers of appointment for the Winter session will be made by December 1.

(iii) When practicable, offers of appointment for the Summer Session will be made by April 1.

12.076.3 Candidates must confirm their acceptance of an offer of appointment within five ~~calendar~~ working days, at which time the offer will expire.

12.06.4 Where the deadlines in 12.06.2 and 12.06.3 above are met and the Employer does not process the first month's salary on a regular pay date in the initial month of the contract, it will issue an off-cycle payment as soon as practicable thereafter.

**12.076.345 CANCELLATION OF APPOINTMENTS**

When a position which has been offered in writing is cancelled for reasons of insufficient enrolment in the course in question, and no assistantship of equivalent monetary value is found for the employee, she shall receive one-eighth of the salary for the position as severance pay. When a position which has been offered in writing is cancelled for any other reason, and no assistantship of equivalent monetary value is found for the employee, she shall receive two-fifths of the salary for the position as severance pay. Where the cancelled appointment had been allocated under the priority pool provisions of this agreement, an assistantship of equivalent monetary value shall be found for the employee.

**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 within five ~~calendar~~ working days. (Any delay in responding may delay your first salary payment.)

**April 19, 2021**

**Employer Proposal re Unit 1 Article 15.13.4**

corresponds to CUPE proposal #4

**15.13.1 Childcare Fund**

**15.13.4** ~~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, 2021, 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 by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30<sup>th</sup> of each year.~~

**April 19, 2021**

**Employer Proposal re Unit 1 Article 15.27**

corresponds to CUPE proposal #6

**15.27 CUPE 3903 Benefit Fund**

On each of September 1, 2018 and September 1, 2019, Effective September 1, 2021, and every 12 months thereafter, the Employer agrees to contribute 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 by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30<sup>th</sup> of each year.

**February 16, 2021**

**Employer Proposal re Unit 1 Article 17.21**

Corresponds to CUPE proposal #38

**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.



**February 16, 2021**

**Employer Proposal re Unit 1 Article 10.01**

Corresponds to CUPE proposals #43 and #47

**ARTICLE 10 – POSITIONS AND RATES OF PAY**

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, the employer reserves the right to appoint such students to no more than fifty-five (55) type one full 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) during any twelve-month period ending 31 August. ~~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 either the Faculty of Environmental Studies or the 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.~~ In identifying courses to be made available as ticketed course opportunities, hiring units will give first consideration to courses that were not taught by an employee in the Unit 2 bargaining unit in the immediately preceding contract year.

Notwithstanding Article 10.01.2, the employer further reserves the right to appoint such students to additional positions equal to one-third of the number of Research release-time stipends granted each year to holders of SSHRC Research Grants. If a hiring unit has an even number of research release-time stipends in a single year, the ratio shall be achieved by averaging the positions over two or more years.

The Administration will ensure – and verify through report – that released courses are being distributed on the basis of one Unit 1 ticket for each group of two Unit 2 replacement appointments. The courses filled must have been taught in the previous year by a faculty member on release, or by a faculty member now taking on courses of released colleagues, or courses that the faculty member on leave had been scheduled to teach. These Unit 1 tickets shall not exceed the forenoted ratio. The Administration will report as soon as the grants are accepted and again, when the appointments begin.

Effective 2015-16 the ticket application process is as follows:

- (i) PhD students wishing to apply for a ticketed course directorship will do so by January 31st using the standard Application for Teaching Assistantship Positions in Appendix F.
- (ii) Applications for ticketed course directorships will additionally include, along with the Application Form in Appendix F:

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**Employer Proposal re Unit 1 Article 10.01**

Corresponds to CUPE proposals #43 and #47

- a. A letter indicating the applicant's interest in teaching a course; how teaching a course fits with the applicant's future career aspirations; the subject matter the applicant is most qualified to teach; and the term or terms in which the applicant would be available to teach the course;
- b. A statement from the applicant's supervisor indicating a ticketed course director position at this stage is appropriate and will not negatively affect the applicant's progress in the Program.
- c. Units may also require references from one or more course directors for whom the applicant has served as a teaching assistant.

Units may wish to provide additional guidance regarding item (ii)(a) above; such additional guidance will be communicated by the Unit to potential applicants.

- (iii) Programs will identify the potential ticketed course opportunities and will communicate the list of opportunities to applicants by no later than April 1. If the Program will have no ticketed course directorship opportunities, it will advise the applicants by no later than April 1. Applicants may indicate their preference for a specific opportunity by April 15.
- (iv) Applicants will be assessed and ranked on the basis of their applications. Units may optionally include an interview process; if an interview process is included, the interview process and its role in the applicant assessment will be communicated to applicants. In all cases, appointment decisions will be communicated to applicants by May 15.
- (v) Preference will be given to applicants with least prior experience as a ticketed course director. Units may establish their own eligibility criteria with respect to year or years of program and/or progress toward completion; any such criteria will be communicated by the Unit to potential applicants.
- (vi) A minimum of two ticketed courses directorships will be made available to each faculty to ensure the equitable availability of ticketed course directorship among those faculties who may wish to use ticketed courses directorships.
- (vii) For each faculty utilizing ticketed course directorships for a period from September 1 to August 31, 50% of the ticketed course directorships must be prioritized for qualified candidates who self-identify as being from one or more of the Equity Groups. As among qualified candidates from Equity Groups, individuals who self-identify as being from two or more Equity Groups will be further prioritized to be awarded the position. Where there are no qualified candidates for a ticketed course directorship from among the prioritized course directorships from an Equity Group, the position will be awarded in the normal fashion as set out on this Article.

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**Employer Proposal re Unit 1 Article 4.03**

Corresponds to CUPE proposal #44

**4.03 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT**

4.03.1 The union and the employer recognize the right of employees to work in an environment free from sexual, gender and gender identity harassment, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that sexual, gender and gender identity harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in her student status or employment status as result of suffering work-related sexual, gender or gender identity harassment. In keeping with this objective the parties agree:

- (i) to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion;
- (ii) to co-operate with Centre for Human Rights in the development of educational programs for CUPE 3903 members and contract administrators;
- (iii) to follow the procedures set forth in Article 4.03.4 respecting the separation of parties to a sexual and/or gender harassment dispute.

The employer further agrees:

- (iv) to continue to sponsor educational programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community ~~with a view to developing a mandatory program including sexual harassment and sexual assault (sexual violence); and~~
- (v) to provide sexual violence training through the Centre for Sexual Violence Response, Support and Education, with such training to be paid for in accordance with Article 10.02.2(ii); and
- (vi) to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8.

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**Employer Proposal re Unit 1 Article 10.02**

Corresponds to CUPE proposals #45

Revise Article 10.02.2(ii) and Appendix A: TA Workload Form to provide for up to 5 hours of mandatory Occupational Health and Safety and AODA training within the 270 hours of a full TA assignment:

- 10.02.2 (i) All work of a teaching assistant assigned and/or approved by the course supervisor shall be included in the hours noted above. This work may include, but is not limited to, preparation for classes, preparation of written or audio-visual materials, attending lectures, teaching, leading discussions and supervising laboratories, rating students' work, holding office hours, consulting with students, invigilation of tests and exams, writing and grading tests, examinations and lab sets, grading essays, term papers and problem sets, setting up experiments, conducting field trips, and conferring with the supervisor as required by the teaching assistant's teaching duties.
- (ii) Any employer-required training or orientation of fewer than ten hours, or fewer than fifteen hours in the case of a first appointment as an employee of York University, shall be included in the hours specified in Article 10.02.1 and normally shall take place during the period of time that the employee holds the position. Such training may include up to five (5) hours of mandatory Occupational Health and Safety and AODA training, and Sexual Violence training. Any employer-required training or orientation of more than ten hours shall be reimbursed for those hours beyond ten hours, at the Overwork Rate. Where the employer is requiring that an employee attend training or orientation the employee will be provided with timely, advance notice.

APPENDIX A  
TA WORKLOAD FORM –  
ASSIGNMENT OF DUTIES TO TEACHING ASSISTANTS  
*(Original to Teaching Assistant, copy to Assistant to the Chair and Course Supervisor and CUPE 3903)*

\_\_\_\_\_  
Course Supervisor

\_\_\_\_\_  
Course

\_\_\_\_\_  
Teaching Assistant

\_\_\_\_\_  
TA Position (e.g. Tutor, Marker/Grader etc.)

**February 18, 2021**

**Employer Proposal re Unit 1 Article 10.02**

Corresponds to CUPE proposals #45

\_\_\_\_\_  
Sec./Tut. # and No. of Students Faculty/Hiring Unit  
Per group (where applicable)

ASSIGNED DUTIES (AS TOTAL NUMBER OF HOURS)  
*(TAs need not be assigned duties in all categories)*

**1st MEETING DATE:** \_\_\_\_\_

**2nd MEETING DATE:** \_\_\_\_\_

<b>A) POSSIBLE DUTIES</b>	<b>Details</b>	<b>Hours – 1st Mtg.</b>	<b>Hours – 2nd Mtg.</b>
Tutorial, Lab, Studio Hours			
Lecture Attendance			
<b>Office Hours</b>			
Preparation			
Grading – Assignment/Test #1			
Grading – Assignment/Test # 2			
Exam Grading			
Meetings			
Invigilation			
Training (Up to 10 hours which may include up to 5 hours for mandatory Occupational Health and Safety and AODA, and sexual violence training)			

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**Employer Proposal re Unit 1 Article 10.02**

Corresponds to CUPE proposals #45

Training for a first-time employee of York University (up to an additional 5 hours)			
Email communications where required for the proper instruction of the subject matter of the course (e.g. computer skills and internet courses)			
<b>B) POSSIBLE DUTIES WITH CONSENT</b>			
Lecturing			
<b>Email other than as described above</b>			
Other (Please Detail)			
Total Hours (Max. 270/Full TAs hip)			

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**Employer Proposal re Unit 1 Appendix F: Application for Teaching Assistantship**

Corresponds to CUPE proposals #48

Revise Unit 1 Blanket Application to add the opportunity for applicants to add the pronouns by which to refer to them and to insert the University's current self-identification survey distributed to new and continuing employees on a confidential basis:

APPENDIX F  
APPLICATION FOR A TEACHING ASSISTANTSHIP POSITION  
YORK UNIVERSITY  
UNIT 1

(If you are registered at York as a full-time graduate student)

NAME TELEPHONE  
*surname given name & pronouns*

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**Employment Equity (completion of this section is voluntary):**

**The information below is important for the CUPE 3903 Joint Employment Equity Committee. A high response rate is critical to the ongoing development of the CUPE 3903 Employment Equity Plan. We ask that you please self-identify by checking one or more of the boxes below and submit it to the departmental administrative assistant. Please note that in order for this information to be useful we need you to include your Employee Number.**

~~Visible Minorities~~ ~~Aboriginal People~~ ~~Persons with Disabilities~~ ~~Women~~

Employee Number \_\_\_\_\_

***Insert the University's Self-Identification Survey sent to new and continuing employees on a confidential basis:***

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**February 18, 2021**

**Employer Proposal re Unit 1 Appendix F: Application for Teaching Assistantship**

Corresponds to CUPE proposals #48

**A. Visible minorities (racialized)** are persons, other than Aboriginal peoples, who are non-Caucasian in race or non-white in colour, regardless of birthplace.

Based on this definition, are you a visible minority (racialized)? Yes  No

If yes, you are invited to check all that apply:

- Arab
- Black (e.g., African, American, Canadian Caribbean)
- Chinese
- Filipino
- Japanese
- Korean
- Non-White Latin American (including indigenous persons from Central and South America)
- Non-White West Asian (e.g., Iranian, Lebanese, Afghan)
- South Asian/East Indian (e.g., Bangladeshi, Pakistani, Indian from India, East Indian from Guyana, Trinidadian, Sri Lankan, East African)
- South East Asian (e.g., Burmese, Cambodian/Kampuchean, Laotian, Malaysian, Thai, Vietnamese, Indonesian)

**B. Persons with disabilities** are those that have a long-term or recurring physical, mental, sensory, psychiatric or learning impairment and who:

- a) consider themselves to be disadvantaged in employment by reason of that impairment, or
- b) believe that an employer or potential employer is likely to consider them to be disadvantaged in employment by reason of that impairment. This also includes persons whose functional limitations owing to their impairment have been accommodated in their current job or workplace.



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**Employer Proposal re Unit 1 Appendix F: Application for Teaching Assistantship**

Corresponds to CUPE proposals #48

<p><b><u>Based on this definition, are you a person with a disability?</u></b>      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>
<p>C. <b><u>An Aboriginal (Indigenous) person is a North American Indian, Métis, or Inuit and/or a Treaty Indian or a Registered Indian and/or member of an Indian Band/First Nation.</u></b></p> <p><b><u>Based on this definition, are you an Aboriginal (indigenous) person?</u></b>      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>
<p>D. <b><u>What is your gender identity?</u></b></p> <p><input type="checkbox"/> <b><u>Man</u></b>      <input type="checkbox"/> <b><u>Woman</u></b>      <input type="checkbox"/> <b><u>Trans*</u></b>      <input type="checkbox"/> <b><u>Gender Non-conforming</u></b></p> <p><u>Trans* includes, for example trans, transgender, transsexual, genderqueer, two-spirit, trans woman, trans man, non-binary</u></p>
<p>E. <b><u>LGBTQ2 is an umbrella term for persons who identify, for example as, lesbian, gay, bisexual, transgender, two-spirited, genderqueer, questioning, or who otherwise express gender or sexual diversity. Do you identify as LGBTQ2?</u></b></p> <p><input type="checkbox"/> <b><u>Yes</u></b>      <input type="checkbox"/> <b><u>No</u></b></p> <p><u>*Trans includes, for example trans, transgender, transsexual, gender queer, two-spirit, trans woman, trans man, non-binary</u></p>
<p>F. <b><u>If under representation in certain designated groups is found, we will conduct focus group sessions to gain more information about potential barriers to employment. This will assist us in creating a work environment where every employee feels valued, respected and supported in achieving their career goals.</u></b></p> <p><b><u>May the Employment Equity Officer contact you to participate in focus groups?</u></b>      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>

**February 18, 2021**

**Employer Proposal re Unit 1 Appendix F: Application for Teaching Assistantship**

Corresponds to CUPE proposals #48

G.  I choose not to complete the self-identification survey at this time.

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**NOTE: If you are a person with a disability and wish to discuss workplace accommodation please contact the University's Employee Well Being Office:**

**<http://www.yorku.ca/hr/units/employeerelations/ewb.html>**

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**February 18, 2021**

**Employer Proposal re Unit 1 Article 22.02.1 - Information**

Corresponds to CUPE proposals #50

Revise Article 22.02.1 to provide for a third information report by 1 March of each year for Winter appointments:

22.02 (i) The employer undertakes in consultation with the union to provide the union with information pertinent to the operations of the University and relevant to the bargaining unit, including, but not limited to, the following: (i) The electronic transfer, updated by 1 November each year, for current fall/winter appointments, by 1 March each year, for winter appointments, and by 1 July each year for summer appointments and with intermittent updates, as practicable, of a dataset of contracts of bargaining unit members since 1 May 1983, containing the following information for each contract:

...

**April 19, 2021**

**Employer Proposal re Unit 1 Article 10.16**

corresponds to CUPE 3903 March 19, 2021 proposal #7

Revise Article 10.16 *Drug Plan* to include reference to paramedical services as follows:

**10.16 DRUG & PARAMEDICAL SERVICES PLAN**

- 10.16.1 The employer shall contribute toward the yearly administration cost and claims under an ASO Group Drug & Paramedical Services Plan for each employee.
- 10.16.2 The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of her Appointment Contract(s). Effective September 1, 2015, the Employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of her Appointment Contract(s).
- 10.16.3 All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.