

April 19, 2021

Employer Proposal Unit 2

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 Agreement to any one item is subject to agreement to all items under the section headings of “Other Proposals Withdrawn” and “Employer Proposals”.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Other Proposals Withdrawn:

Any proposals/items not otherwise addressed in this document are understood and agreed to be withdrawn.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 2

1. Employer Proposal re CUPE Unit 2 Article 15.12.4 – Childcare

See attached April 19, 2021 proposal

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

2. Employer Proposal re CUPE Unit 2 Article 15.30 - Extended Health Benefits Fund

See attached April 19, 2021 proposal

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

3. Employer Proposal re Unit 2- Article 10.04.2 - Definition of Clinical Course Director

See Employer proposal of March 8, 2021

Relates to CUPE proposal #26 (December 14, 2020)

4. Employer Proposal re Unit 2 – Article 11.01.3 & 12.02 - Current Practice Qualifications

See Employer proposal of March 8

Relates to CUPE proposal #28 (December 14, 2020)

5. Employer Proposal re Unit 2 – Article 11.13 – Offers of Appointment (Practicum placements)

See attached April 19, 2021 proposal

Relates to CUPE proposal #29 (December 14, 2020)

6. Employer Proposal re CUPE Unit 2 Article 17.23 – Domestic or Sexual Violence Leave

See Employer proposal of Feb 16, 2021

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

7. Employer proposal re CUPE Unit 2 Article 4.04.8 - Investigation Procedures

See attached April 19, 2021 proposal

Relates to CUPE proposal #39 (December 14, 2020)

8. Employer Proposal re CUPE Unit 2 Article 4.03.1 - Sexual Violence Training

See Employer proposal of Feb 18, 2021

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

9. Employer Proposal re CUPE Unit 2 Article 22.02 - Information to Union

See Employer proposal of Feb 18, 2021

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

10. Employer Proposal re CUPE Unit 2 new Article 10.13 - 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

Reserve - Albertyn Weekends

1. CUPE proposal #9 re Post-retirement benefits
2. CUPE proposal #30 re CSSP
3. CUPE proposal #35 re LSTAs
4. CUPE proposal #36 Job stability programs
5. CUPE proposal #40 re equity hiring
6. CUPE proposal #41 re equity hiring for LSTAs
7. CUPE proposal #42 re equity hiring for LSTAs
8. CUPE proposal #49 re definition of intersectionality
9. CUPE proposal #54 re equity – Articles 5.03 and 12.04.2
10. All University proposals in relation or response to the above items in this Section of the document

April 19, 2021

Employer Proposal re Unit 2 Article 15.12.4

Corresponds to CUPE proposal #4

15.12.1 Childcare Fund

15.12.4 ~~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 30th of each year.

April 19, 2021

Employer Proposal re Unit 2 Article 15.30

corresponds to CUPE proposal #6

15.30 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 30th of each year.

March 8, 2021

Employer Proposal re Unit 2 Article 10.04.2 Definitions

corresponds to CUPE proposal #26

Add a new definition of Clinical Course Director to Article 10.04.2 Definitions as follows:

10.04.2 DEFINITIONS

“COURSE DIRECTOR” shall be defined as an individual assigned sole or principal responsibility for the design and/or presentation of a course (except where the course is a 1000-level College Course) or an individual assigned these responsibilities in a team-taught course. For the purposes of calculating salary and experience, it is recognized that one course director position normally consists of three contact teaching hours per week in the fall/winter session, or the pro-rated equivalent in other sessions. It is also recognized, however, that there are anomalies which deviate from this norm for a variety of reasons which may include but are not limited to: the nature and level of the course and pedagogy involved; the amount of out-of-class preparation time; the size of the class; the number of weeks in the session and/or reasonable Faculty/Unit practices. The Parties agree that the identification of a position as an anomaly may justify remunerating that position at a salary higher or lower than specified in Article 10.04.1. In such cases, the parties shall negotiate and agree upon the remuneration for such positions. This provision applies to the identification of any position with anomalous contact hours created after June 23, 1994, or to any proposed changes to any existing position with anomalous contact hours effective after June 23, 1994. Where the parties fail to agree upon the remuneration for any such position, the question may be referred directly to Arbitration in accordance with Article 7.10.

“CLINICAL COURSE DIRECTOR” shall be defined as an individual with current registration to practice as a Registered Nurse (RN) and whose primary role is to provide practical instruction, demonstration of nursing practices, assessment/evaluation, and communication with students. The primary role of a Clinical Course Director (CCD) may also include management or oversight of the teaching and learning environment. CCDs are responsible for implementing course elements, standards, learning outcomes and assessments as determined by the Course Director and the School of Nursing. A CCD’s responsibilities are primarily exercised in experiential learning settings – whether at the University or at a remote site - where their students develop, apply, practice, and assimilate skills and information required to meet the qualifications to become an RN, to meet their academic program requirements, and build student confidence and success.

March 8, 2021

Employer Proposal re Unit 2 Articles 11.01.3 and 12.02

corresponds to CUPE proposal 28

11.01.3 The qualifications posted for all positions in the bargaining unit must be reasonable and demonstrably relevant to the posted position, including in cases where tutor positions are posted in Unit 1 and Unit 2. In the Department of Nursing, qualifications set with respect to ~~proof of~~ current practice will be reasonably connected to the duties of the position.

12.02 APPLICATIONS

12.02.1 (i) All applicants for positions must apply directly and in writing, providing an updated application (specific or general, see Appendix F) and current curriculum vitae, unless a current curriculum vitae is already on file, to each of the hiring units in which she seeks employment. In the School of Nursing, applicants will be responsible for highlighting in a separate section of their current curriculum vitae any required current practice qualifications. A general application shall be submitted between 15 November and 31 January, and shall apply to all positions in the hiring unit for all academic sessions that commence during the twelve months following 31 January. The employer agrees to notify all employees of the dates for submitting general applications. The employer undertakes that no appointments shall be made prior to 31 January. Any applications submitted outside of these dates shall be specific to a particular position(s).

Note: Consistent with, but not as part of the above proposal, starting with the 2021-22 posting exercises the School of Nursing would revise its postings for Clinical Course Director positions to substitute the current phrasing regarding Proof of Practice with new phrasing regarding the documentation of any required current practice qualifications. That phrasing would read as follows: *Current practice, defined as 144 hrs worked in [type of care setting, e.g., acute pediatric care setting] over the last 12 months prior to the submission of this application. Applicants are required to highlight this required current practice qualification in a separate section of their current CV submitted with their application. This information will include*

- *the type of work (i.e., specific nature of the clinical practice)*
- *the location(s) where it was performed*
- *the number of hours completed*

April 19, 2021

Employer Proposal re Unit 2 Article 11.13

corresponds to CUPE proposal #29

Subject to the limitations arising out of the confirmation of a practicum arrangement with a third party, placement confirmations for clinical course directors (CCDs) in the School of Nursing shall be posted at least ~~two~~ four weeks in advance of the start date.

February 16, 2021

Employer Proposal re Unit 2 Article 17.23

Corresponds to CUPE proposal #38

17.23 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.

April 19, 2021

Employer Proposal re Unit 2 Articles 4.03 and 4.04

Corresponds to CUPE 3903 proposal #39

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

Revise clauses in Article 4.03 *Sexual, Gender and Gender Identity Harassment* and clauses in Article 4.04 *Racial and Ethnic Harassment* to more clearly harmonize the applicable grievance procedures with the University's procedures for dealing with such complaints:

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

...

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 the Employer and the Union.

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4.03.11 Grievance Response and Redress

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

April 19, 2021

Employer Proposal re Unit 2 Articles 4.03 and 4.04

Corresponds to CUPE 3903 proposal #39

- (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~~

...

~~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.~~

...

~~4.04.11 — 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.~~

February 18, 2021

Employer Proposal re Unit 2 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 10.04.5; and

(vi) to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8.

February 18, 2021

Employer Proposal re Unit 2 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:

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April 19, 2021

Employer Proposal re Unit 2 Article 10.13

corresponds to CUPE 3903 March 19, 2021 proposal #7

Revise Article 10.13 *Drug Plan* to include reference to paramedical services as follows:

10.13 DRUG & PARAMEDICAL SERVICES PLAN

- 10.13.1 The employer shall contribute toward the yearly administration cost and claims under an ASO Group Drug & Paramedical Services Plan for each employee.
- 10.13.2 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).
- 10.13.3 All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.