

May 5, 2021

Employer Proposal re CUPE 3903 Unit 3

This is a comprehensive package proposal with respect to negotiations between York University and CUPE 3903 Unit 3. Agreement to any one item is subject to agreement to all items under the section headings of “Other Proposals Withdrawn” and “Employer Proposals”.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Other Proposals Withdrawn:

Any proposals/items not otherwise addressed in this document are understood and agreed to be withdrawn.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

1. Employer Proposal re Unit 3 - Graduate Assistant Training Fund

See Employer proposal of May 5, 2021

Relates to CUPE proposal of April 27, 2021

2. Employer proposal re proper classification of bargaining unit work

See Employer proposal of May 5, 2021

Relates to CUPE proposal of April 27, 2021

3. Employer Proposal re CUPE Unit 3 Article 15.09.3 – Childcare

See attached April 19, 2021 proposal

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

4. Employer Proposal re CUPE Unit 3 Article 22 - Extended Health Benefits Fund

See attached April 19, 2021 proposal

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

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Employer Proposal re CUPE 3903 Unit 3

5. Employer Proposal re CUPE Unit 3 Article 16.19 - 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 3 Article 4.03.1 - Sexual Violence Training

See Employer proposal of Feb 18, 2021

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

7. Employer Proposal re CUPE Unit 3 Article 15.03 - AODA and OHSA Training

See Employer proposal of Feb 18, 2021

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

8. Employer Proposal re CUPE Unit 3 Article 14.02 - Information to Union

See Employer proposal of Feb 18, 2021

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

9. Employer Proposal re CUPE Unit 3 new Article 10.10(2)(a) - 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

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Employer Proposal re CUPE Graduate Assistant Proposals of April 27 and CUPE Policy Grievances dated August 13, 2020 and September 1, 2020

There are six elements to this proposal that the Employer is providing to CUPE 3903 Unit 3. This proposal is part of the Employer's Comprehensive package Proposal with respect to Unit 3 dated May 5, 2021. The six elements are as follows:

1. **Revised Letter of Understanding (LOU) – Graduate Assistant Training Fund and Graduate Assistant Assignment Protocol to extend the GAT Fund for the second and third year of the collective agreement (September 1, 2021 to August 31, 2023). See Appendix A below.**
2. **An amount equivalent to any funds allocated to the GAT Funds for the 2017-20 Collective Agreement that were not spent for the intended purpose of incenting GA positions will be restored to the GAT Fund for future use in accordance with the proposed LOU set out below.**
3. **The CUPE 3903 Unit 3 policy grievance of August 13, 2020 and will be withdrawn on a without prejudice and without precedent basis.**
4. **Letter from the Employer to CUPE 3903 – Upon the renewal of the York-CUPE 3903 Unit 3 collective agreement, the Employer would write to the Union as set out at Appendix B. This letter would not form part of the collective agreement.**
5. **The CUPE 3903 Unit 3 policy grievance of September 1, 2020 and will be withdrawn on a without prejudice and without precedent basis.**
6. **CUPE 3903 Unit 3's collective bargaining proposals numbers 10, 11 and 37, of December 14, 2020 and any subsequent proposals related to those proposals will be withdrawn.**

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Employer Proposal re CUPE Graduate Assistant Proposals of April 27 and CUPE Policy Grievances dated August 13, 2020 and September 1, 2020

APPENDIX A

NOTE: BLUE TEXT REFLECT CHANGES AS BETWEEN THE UNIVERSITY'S MARCH 23 AND MAY 5, 2021 PROPOSALS

LETTER OF UNDERSTANDING – GRADUATE ASSISTANT TRAINING FUND AND GRADUATE ASSISTANT ASSIGNMENT PROTOCOL

1. The University will implement a Graduate Assistant Assignment Protocol that will support the incentivization of research at the University and the provision of high-quality training opportunities in research for graduate students.
2. In order to provide the amount of funding set out at Paragraph 3 below, in each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023, the amount of ~~\$80,000~~ 120,000 will be transferred from the Graduate Assistant Bursary Fund to the Graduate Assistant Training Fund, thus reducing the Graduate Assistant Bursary Fund by ~~\$80,000~~ 120,000.
3. In each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023 the University will offer a Graduate Assistant Training (“GAT”) Fund that will support the incentivization of research at the University and the provision of high-quality training opportunities in research for graduate students working with a Principal Investigator (“PI”) as part of that PI’s research team. The amount available in ~~of~~ the GAT Fund in each year will be ~~\$160,000~~ \$200,000 which will be made up of ~~\$80,000~~ \$120,000 transferred from the Graduate Assistant Bursary Fund plus an additional \$80,000. Up to 40 individual allocations to PI’s who make an application under this fund will be provided ~~to PIs~~ per contract year with a value ~~of \$4,000~~ \$5,000 each.
4. In order to be provided with GAT Funds a PI must:
 - a. Be in receipt of external research funding;
 - b. Commit to hiring a Graduate Assistant in order to have GAT Funds provisionally identified for their use; and
 - c. Have executed a contract for a Graduate Assistant in order to receive the GAT Funds.

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APPENDIX A Continued

5. The University will provide CUPE 3903 Unit 3 with a report on GAT Fund allocations by no later than [November 1 for the end-of the Fall term](#), [March 1 for the Winter term](#) and [July 1 for the Summer terms](#) commencing ~~with the end of the Fall term on November 1~~ 2021.
6. The GAT Fund shall be administered by the Faculty of Graduate Studies and the Faculty Relations Office which will be tasked with establishing a non-competitive equitable process for the distribution of the GAT Fund in accordance with the criteria for receiving funds per a and b above.
7. CUPE 3903 will be consulted in the establishment of the process [referenced at Paragraph 6 above](#).
8. Where a full-time graduate student is hired as a Graduate Assistant using GAT Fund incentive money provided for through this Letter of Understanding this will be deemed to be employment in connection with financial assistance from the University and accordingly the employee will be deemed to be in the CUPE 3903 Unit 3 bargaining unit.
9. In each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023 the parties may agree to increase the value of each individual incentive (i.e., above \$4,000) using unspent GAT Funds from previous years, including from the 2017-20 collective agreement.
10. This Letter of Understanding shall be placed in the 2020-23 collective agreement booklet and shall form part of the 2020-23 collective agreement. It will expire with the expiration of the 2020-23 collective agreement and shall be removed from the collective agreement booklet for the subsequent renewal collective agreement unless this Letter of Understanding is renewed by the parties.

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APPENDIX B

WITHOUT PREJUDICE

Dear *name of CUPE 3903 Recipient as identified by CUPE 3903*,

In recently concluded collective bargaining for the renewal of the York University – CUPE 3903 Unit 3 Collective Agreement, CUPE presented a proposal under the heading of “misclassification of Graduate Assistants”.

As a result of our review of this matter we are writing to:

1. Affirm our agreement that full-time graduate students performing work as described at Article 3.01 and in the circumstances as described at Article 3.01 should be in the Unit 3 bargaining unit
2. Provide clarity as between:
 - a. full-time graduate students who, in connection with the financial assistance they receive from or through the University, may be either:
 - i. A Research Assistant (non-employment) or
 - ii. A Graduate Assistant (employment as set out in the Unit 3 collective agreement); and
 - b. full-time graduate assistants who, unconnected to the financial assistance they receive from or through the University, may be employed by the University in a variety of capacities, including performing research work (in which capacity, they may be described as a research assistant).
3. Describe to you:
 - a. The current way in which the University verifies when a full-time graduate student’s work should be classified as being a Graduate Assistant; and
 - b. The way in which the University plans to verify when a full-time graduate student’s activities in connection with their financial assistance from the University should be classified as being a Research Assistant (non-employment).

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Employer Proposal re CUPE Graduate Assistant Proposals of April 27 and CUPE Policy Grievances dated August 13, 2020 and September 1, 2020

APPENDIX B CONTINUED

A. Distinguishing a Research Assistant (non-employment) from a Graduate Assistant (Employment)

Research Assistants (non-employment) are full-time graduate students at York University engaged in research or academic activities which are predominantly for the purposes of advancing the students' progress towards fulfilment of their program and degree requirements.

Graduate Assistants are as described at the first paragraph at Article 3.01 in the CUPE 3903 Unit 3 – York University collective agreement, as set against the Clarity Note in the second paragraph of Article 3.01.

B. Current Verification of a Graduate Assistant position in the CUPE 3903 Unit 3 collective agreement:

The University, through the Faculty of Graduate Studies, currently verifies appointments that meet the criteria for being a Graduate Assistant position within the scope set out at Article 3.01 of the collective agreement. That verification process is as follows:

1. The position posting is created in the Academic Resources Management System (ARMS)
2. The posting is carried by workflow through to a representative in the Faculty of Graduate Studies for review prior to posting.
3. The posting is reviewed.
4. If the posting is:
 - a. A Graduate Assistant, the posting is approved and flows through to posting for applications; or
 - b. Not a Graduate Assistant, the posting is returned to the PI or other person responsible for the posting, for review.

C. Plan for Verification of Research Assistants (non-employment):

We take the point made by CUPE 3903 Unit 3 during bargaining that while it is useful for the University to have a means to verify graduate student positions within the scope of the Unit 3 bargaining unit, the proper classification of graduate student work or activities as being within or excluded from Unit 3 can be enhanced by similarly verifying those circumstances in which graduate student activities are properly those of a Research Assistant.

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APPENDIX B CONTINUED

Accordingly, I am pleased to inform you that the University is developing a process by which a full-time graduate student's activities, which are in connection with the student's financial assistance from or through the University, will be verified when classified as being a Research Assistant. When complete, verification workflow will be embedded in ARMS which will confirm, prior to transacting and completing any payment information for the Research Assistant, that the activities are in fact consistent with the definition of a Research Assistant provided in Section A above.

Currently, and going forward, such Research Assistants can be arrived at in two ways:

1. There is a conversation between a Principal Investigator ("PI") and a current graduate student about the relation between the PI's area of research or proposed research activities and the student's program and degree requirements; or
2. In Supervision-driven enrolments, new graduate students are offered placement with a PI where an alignment has been confirmed between the PI's research or academic activities and the student's program and academic interests during the York University Graduate Degree Application Process.

The Research Assistant verification process laid out below will address both instances when the process is in place. When a Research Assistant opportunity is created in ARMS, workflow will take that Research Assistant opportunity through to a separate party in the Faculty of Graduate Studies will confirm that the student's proposed research or academic activities are predominantly for the purposes of advancing the students' progress towards fulfilment of their program and degree requirements.

1. If there is such a predominance in the purpose of the activities, the opportunity will be flowed through for processing; or
2. If there is not such a predominance in the purpose of the activities, or if a clear description is not attached, the opportunity will be returned to the staff member that created it.

D. Work Performed by Full-time Graduate Students that is not classified as either a Graduate Assistant or as a Research Assistant (non-employment)

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Employer Proposal re CUPE Graduate Assistant Proposals of April 27 and CUPE Policy Grievances dated August 13, 2020 and September 1, 2020

In closing it is important to note that work may be posted at York University for which a full-time graduate student is a successful applicant, and which is unconnected to the graduate student's financial assistance that they are receiving from or through the

APPENDIX B CONTINUED

University. In such circumstances, the distinction between a Graduate Assistant or a Research Assistant (non-employment) as set out above is not material, as the work or activities in question are neither. This would be the case even where the position is labelled or described in a posting as a research assistant, as the work in question is intended to be employment and not in connection with the graduate student's financial assistance that they are receiving from or through the University.

Thank you for your attention to this matter,
Sincerely,

Dan Bradshaw

April 19, 2021

Employer Proposal re Unit 3 Article 15.09.3

Corresponds to CUPE proposal #4

15.09 Childcare Fund

15.09.3 ~~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 3 Article 22

Corresponds to CUPE proposal #6

22 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 yea

February 16, 2021

Employer Proposal re Unit 3 Article 16.19

Corresponds to CUPE proposal #38

16.19 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 18, 2021

Employer Proposal re Unit 3 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 15.03; and

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

February 18, 2021

Employer Proposal re Unit 3 Article 15.03 and Appendix D: Graduate Assistant Workload Form

Corresponds to CUPE 3903 proposal #45

Revise Article 15.03 and Appendix D: Graduate Assistant Workload Form to provide up to 5 hours for mandatory Occupational Health and Safety and AODA training and Sexual Violence training within the 270 hours of a full GA assignment:

15.03 TRAINING OR ORIENTATION

Any Employer-required training or orientation shall be included in the hours specified in Article 15.02 above 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. Where the Employer is requiring that an employee attend training or orientation, the employee will be provided with timely, advance notice.

...

APPENDIX D – GRADUATE ASSISTANT WORKLOAD FORM

GRADUATE ASSISTANTSHIP WORKLOAD FORM

(Per Article 15.02)

(Original to Graduate Assistant, Copy to Assistantship Supervisor and CUPE 3903)

Graduate Assistant

Graduate Program

Assistantship Supervisor, Faculty, Department

Responsibilities:

(may include, but are not limited to, research, administration, clerical, meeting/communication and/or training/orientation, including up to 5 hours of mandatory Occupational Health and Safety and AODA training, and Sexual Violence training)

...

February 18, 2021

Employer Proposal re Unit 3 Article 14.02 - Information

Corresponds to CUPE proposals #50

Revise Article 14.02(i) to provide for a third information report by 1 March of each year for Winter appointments:

14.02 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 assistantships, by 1 March each year, for winter appointments, with intermittent updates, as practicable and by July 1 for summer assistantships and with intermittent updates, as practicable, of a data set of assistantships of bargaining unit members containing the following information for each assistantship:

...

April 19, 2021

Employer Proposal re Unit 3 Article 10.10(2)(a)

corresponds to CUPE 3903 March 19, 2021 proposal #7

Revise Article 10.10(2) *Drug Plan* to include reference to paramedical services as follows:

10.10 (2) DRUG & PARAMEDICAL SERVICES PLAN

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