

June 25, 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 Agreement to any one item is subject to agreement to all items under the section headings of “Other Proposals Withdrawn” and “Employer Proposals”.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Other Proposals Withdrawn:

Any proposals/items not otherwise addressed in this document are understood and agreed to be withdrawn.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 June 25, 2021
Relates to CUPE proposal of April 27, 2021

2. Employer proposal re proper classification of bargaining unit work

See Employer proposal of June 25, 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)

June 4, 2021

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

June 25, 2021

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 June 25, 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. New Article 3.05 set out at Appendix B.**~~
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 JUNE 4 AND JUNE 25, 2021 PROPOSALS

LETTER OF UNDERSTANDING – GRADUATE ASSISTANT TRAINING FUND

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 ~~\$120,000~~ \$140,000 will be transferred from the Graduate Assistant Bursary Fund to the Graduate Assistant Training Fund, thus reducing the Graduate Assistant Bursary Fund by ~~\$120,000~~ \$140,000.
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 full-time faculty member. The amount available in the GAT Fund in each year will be ~~\$200,000~~ \$220,000 which will be made up of ~~\$120,000~~ \$140,000 transferred from the Graduate Assistant Bursary Fund plus an additional \$80,000. Up to 40 individual allocations to full-time faculty members who make an application under this fund will be provided to PIs per contract year with a value of ~~\$5,000~~ \$5,500.
4. In order to receive GAT Funds a full-time faculty member 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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Employer Proposal re CUPE Graduate Assistant Proposals of April 27 and CUPE Policy Grievances dated August 13, 2020 and September 1, 2020

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 Fall term, March 1 for the Winter term and July 1 for the Summer terms, commencing on November 1, 2021.
6. The GAT Fund shall be administered by the Faculty of Graduate Studies and the Faculty Relations Office, which have ~~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 Paragraph 4 a, b and c above.

The allocation process is as follows:

- a. An invitation to apply for the GAT Fund will be issued from the Faculty of Graduate Studies (“FGS”) to all full-time faculty members with the advice that the GAT Fund is first come, first serve.
 - b. Full-time faculty members will be required to complete an application form and submit the form to FGS.
 - c. FGS will review applications for eligibility.
 - d. Successful applicants shall execute a contract for a Graduate Assistant.
 - e. Following the execution of the contract between the successful applicant and the Graduate Assistant, FGS shall transfer funds to the successful applicant.
7. 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.
 8. 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 ~~\$5,000~~ \$5,500) using unspent GAT Funds from previous years, including from the 2017-20 collective agreement.
 9. GAT Funds will not be used to offset the cost of a GAship offered as a workplace accommodation.

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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

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

June 25, 2021

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

APPENDIX B

3.05 Classification of Bargaining Unit Work

To administer the collective agreement in accordance with Article 3.01, the Faculty of Graduate Studies (FGS) will take proactive steps to advise full-time faculty members that employment relationships as described at Article 3.01 and subject to the Clarity Note at Article 3.01, are employment relationships in which the position is within the CUPE 3903 Unit 3 bargaining unit. The proactive steps undertaken by the FGS will include but are not limited to the issuance of consistent and clear messaging on the University website and direct communications with full-time faculty members with respect to the classification of bargaining unit work.

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.

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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.