

June 30, 2021 Employer Without Prejudice or Precedent Comprehensive Proposal for Settlement Only – Open for acceptance until 11:59 pm on Friday, July 09, 2021

IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT FOR UNIT 3

BETWEEN:

YORK UNIVERSITY

(the “Employer”)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903

(the “Union”)

**MEMORANDUM OF SETTLEMENT FOR A RENEWAL
COLLECTIVE AGREEMENT – UNIT 3**

1. This Memorandum of Settlement is tabled without prejudice to the employer’s tabling of amended proposals in the course of collective bargaining from July 1 – July 4, 2021.
2. The term of the renewal collective agreement shall be from the date of ratification to August 31, 2023 and shall have no retroactive effect whatsoever other than as expressly set out herein.
3. Immediately following ratification of the renewal Collective Agreement, \$80,000 shall be transferred from the Professional Development Fund to the Ways and Means Fund on a one-time, without prejudice or precedent basis.
4. Employees in the bargaining unit as of the date of ratification will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, 2020 up to the date of ratification and what they would have received during the same period of time had the wage rates been increased effective September 1, 2020 by 1%. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.

5. Upon ratification of the renewal Collective Agreement the Letter of Understanding at Schedule "D" will be implemented according to the terms therein.
6. The renewal collective agreement shall be in the same form as the predecessor 2017-20 Collective Agreement other than as modified by Schedule "A", "B" and "C" to this Memorandum of Settlement.
7. All other proposals not included in this Memorandum of Settlement are withdrawn.
8. The final form of the renewal collective agreement is subject to a housekeeping review including, for example, consecutive numbering of all Articles and numerical consistency in references to Articles throughout the collective agreement.

Dated in Toronto on July _____ 2021

For the Union:

For the Employer:

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Schedule "A" to Memorandum of Settlement for A Renewal Collective Agreement

Agreed Items Signed by the Parties

1. Unit 3 Article 10.12 - Sign Off on Agreed to Language

10.12 TUITION COSTS FUND

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.

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 Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.

2. Unit 3 Article 26 – Sign Off on Agreed to Language

26 SEXUAL VIOLENCE SURVIVOR FUND

~~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.

By September 30, 2022 and by each September 30 thereafter, the Union will provide a report to the Office of Faculty Relations through the Labour/Management Committee indicating the amount of money that was spent in the previous 12-month period.

~~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.~~

Schedule “B” to Memorandum of Settlement for A Renewal Collective Agreement

Proposals Regarding Salary, Graduate Funding and Collective Agreement Funds

1. Article 10.02 (Salary Rates)

Increase salary rates by 1%

- (a) September 1, 2020
- (b) September 1, 2021
- (c) September 1, 2022

2. Article 10.02 (Grant-In-Aid)

Increase Grant-In-Aid by an amount equivalent to 1%

- (a) September 1, 2020
- (b) September 1, 2021
- (c) September 1, 2022

3. Article 10.08 (GA Financial Assistance)

Increase GA Financial Assistance by an amount equivalent to 1%

- (a) September 1, 2020
- (b) September 1, 2021
- (c) September 1, 2022

4. Collective Agreement Funds

Increase the following Funds by 1% in each of the 2020-21, 2021-22, and 2022-23 contract years:

Article 15.09.3	Childcare Fund
Article 18	Ways and Means Fund
Article 19	Professional Development Fund
Article 22	CUPE 3903 Benefits Fund
Article 23	UHIP Fund
Article 25	Equity Fund

Schedule "C" to Memorandum of Settlement for A Renewal Collective Agreement

Other Proposals

1. **The CUPE 3903 Unit 3 policy grievances of August 13, 2020 and September 1, 2020 are withdrawn on a without prejudice and without precedent basis.**

2. **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 ~~\$120,00~~ \$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.
 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 ~~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.
 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

3. Article 3.05 Classification of Bargaining Unit Work

3.05 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.

4. Article 15.09.3

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.

5. Article 22

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 year.

6. Article 16.20

16.20 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

7. Article 4.03 (4.03.1)

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.

8. Articles 4.03 (4.03.6, 4.03.8 and 4.03.11) and 4.04

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.

...

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:

- (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.~~

9. Article 15.03 and Appendix D: Graduate Assistant Workload Form

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)

...

10. Article 14.02 - Information

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:

...

11. Article 10.10(2)(a)

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.

Other Proposals – Albertyn Discussions

1. **Article 5.04 – Employment Equity Committee**
Revise as applicable based on Unit 2 discussions with Albertyn

Schedule "D"

Letter of Understanding

Between

CUPE 3903 ("Union")

And

York University ("the University")

RE: Safe Return to Work in the Context of COVID-19

Whereas the University is engaged in ongoing planning for the phased return to campus following the easing of COVID-19 pandemic-related restrictions.

And whereas the Province of Ontario "the Province" entered Step 2 of its "Roadmap to Reopen" on June 30, 2021.

And whereas the University does not anticipate the regulatory framework (O. Reg 488/21: Rules for Areas in Step 2) will result in any substantive change to the in-person teaching planned for the Summer 2021 term.

And whereas, although the Province will allow for larger capacity limits for in-person instructional activities, the University will not alter the structure or form of those courses that have been approved for Summer 2021 in the middle of the term

And whereas, the University anticipates further guidance from the Ministry of Colleges and Universities (MCU) applicable to return to campus for the 2021-2022 academic year and is expected for early July for the post-secondary sector in Ontario.

And whereas, this guidance from MCU will be instrumental for the ongoing Fall and Winter 2021-2022 planning efforts as the University anticipates that recommendations about physical distancing and capacity limits, along with other issues (e.g., any potential travel restrictions for international students) will be provided.

And whereas the University will support Employees working on campus with ventilation systems circulating fresh air in accordance with the latest recommendations and guidance set by the American Society of Heating, Refrigerating and Air-Conditioning Engineers.

And whereas, the University will continue to observe all applicable public health guidelines as determined by the Province and by Toronto Public Health and the guidelines from any MCU communication.

And whereas, the University will continue to comply with all required municipal bylaws and provincial orders, including those that pertain to physical distancing, capacity limits for indoor/outdoor gatherings and events, screening, and the mask and face covering mandate.

And whereas the University is adopting appropriate measures for a safe and healthy phased return to campus.

Therefore, the Parties agree that:

- 1) Up to six (6) representatives from both the Union's Executive and the Employer, will meet in the month following the signing of this agreement, and will be scheduled to meet monthly over the Summer 2021 and Fall 2021 term with the purpose of engaging in discussions related to the phased return to campus.

- 2) Employees who require medical and/or family status accommodation relating to the phased return to campus may seek accommodation in accordance with university processes supported by the Employee Well-Being Office.