

Bargaining Report Back – December 20th

| <i>Issue</i> | <i>Our Proposals (As of Dec 20th)</i> | <i>Employer's Responses (As of Dec 20th)</i> |
|---|---|--|
| <p>Equity Presented to employer October 30th</p> <p>Employer's counters presented Nov 13th</p> <p>Employer's counters presented 20th</p> <p>Employer's counters presented Nov 27th</p> | <p>Equity-based Procedures/Info</p> | <p>Equity-based Procedures/Info</p> |
| | <p>Tickets - 50-percent of tickets from equity group</p> | <p>Tickets - Will not consider equity hiring for tickets unless we accept increase to tickets from 35 to 80, tabled an even more confusing proposal to allow employer right to appoint between 70 and 80 grad students to CDs</p> |
| | <p>Data – Employer must track equity-group data on who is and is not accepted to grad school. Must track and provide information on applications to bargaining units. Must produce an Employment Equity Report</p> | <p>Data – Employer believes equity data for who/whose accepted to grad school is not an employment issue. They also said it is impractical to track equity data for hiring procedures.</p> |
| | <p>Hiring – include equity language in hiring's where applicants have no applicable prior experience or when position is being posted in hiring unit for first time</p> | <p>Hiring – Tabled proposals on equity based hiring procedure but used unclear definition of intersectionality established by employer's counter proposal on 5.03.1</p> |
| | <p>Accommodation Procedure Proposal to implement an accommodations procedure with firm timelines and deadlines for employer's response to accommodation requests. Includes union representation and confidentiality</p> | <p>Accommodation Procedure Counter proposal rejects inclusion of firm timelines and deadlines and instead quarterly consultations with union. Includes accommodations for needs arising from OHRC grounds, union representation and confidentiality.</p> |
| | <p>Defining Under-representation Under-representation to mean fewer bargaining unit members that identify as belonging to one or more of the five equity-seeking groups than the availability data for the Greater Toronto Area reports. Proposal includes minimum thresholds for applying Intersectional Employment Equity data, last 3 contract years as base for hiring unit representation, and proof employer followed process</p> | <p>Defining Under-representation Proposal tabled to address employer's conflated concern that hiring unit data and confidentiality will be harder to manage than union argues – also lacks clarity on ability to grieve equity based hirings</p> |
| | <p>Equity Training 10 hours per term mandatory training under the AODA, OHSA, and any other anti-violence, -harassment and discrimination training agreed to between the Employer and the Union and mandatory paid anti-sexual violence training</p> | <p>Equity Training Letter of understanding tabled for anti-sexual violence training with unclear language regarding who decides what is mandatory and union's input into the development of training. All paid trainings coming out of 270s for unit 1s.</p> |
| | <p>Accessibility</p> | <p>Accessibility</p> |
| | <p>Paid interpreter - Permanent ASL interpreter at a minimum of 30 hours a week</p> | <p>Paid interpreter - Hard no from employer – employees have access to ASL computer programs and interpreters would not appreciate waiting around for instances where they are needed</p> |
| | <p>Breastfeeding – clean and accessible breastfeeding facilities with access to refrigeration</p> | <p>Breastfeeding – Letter of understanding that ignores already agreed upon accommodations procedures between the union and employer.</p> |
| <p>Equity-based Program Extensions Add family and/or marital status as grounds for both funding and academic program extensions for up to two years including minimum guarantee funding for unit 1 and unit 3</p> | <p>Equity-based Program Extensions Counter proposal includes program extension based on OHRC grounds. Lacks clarity on guarantee of length of extensions and inclusion of minimum guarantee in funding extension – employer trying to trade OHRC grounds for the guarantee of 2 years of funding for those with extensions</p> | |
| <p>Office of Equity, Diversity and Inclusion at York</p> | | |

| | | |
|---|--|---|
| <p>Job Security Employer's proposal received October 16th</p> <p>Presented to employer Nov 6th</p> <p>Employer's counter to LSTA presented Nov 13th</p> <p>Employer's counters presented Nov 27th</p> <p>Employer counters presented on December 4th</p> | <p>Authorized replacements – shall not be unreasonably denied. In Nursing, members will permitted to serve as authorized replacements for preceptored courses</p> | <p>Authorized replacements – no counter proposal</p> |
| | <p>“Hot Shot” clause - delete</p> | <p>“Hot Shot” clause – Employer NO</p> |
| | <p>Incumbency – If you’ve taught course once, you have incumbency and remain qualified to teach course. Clarify that course title change or course code change does not erode incumbency.</p> | <p>Incumbency – No change to length of incumbency, clarify that course title change or course code change does not erode incumbency.</p> |
| | <p>NRAs – require to be emailed to members (or mailed if requested)</p> | <p>NRAs – to be emailed: Employer NO</p> |
| | <p>NRAs – maintain online database</p> | <p>NRAs – Employer YES</p> |
| | <p>NRAs – contract deemed offered upon expiry of NRA</p> | <p>NRAs – contract deemed offered upon expiry of NRA: no counter proposal</p> |
| | <p>BT seniority credit – 1 type 1</p> | <p>BT seniority credit – Employer YES</p> |
| | <p>Tuition Waiver – lower eligibility and increase value</p> | <p>Tuition Waiver – Employer NO</p> |
| | <p>Work History – provide online access for members</p> | <p>Work History – Employer YES</p> |
| | <p>Appointment start date – clarify that appointments start Sept 1, Jan 1 or May 1</p> | <p>Appointment start date – “Contracts will set out a formal start and a formal termination date.”</p> |
| | <p>Qualifications – posted qualifications must be same for Unit 2 as posted for Unit 1 in same position; in Nursing qualifications with respect to proof of practice shall not be permitted</p> | <p>Qualifications – no counter proposal</p> |
| | <p>Offers of Appointment – remove exception for issuing offers after deadlines</p> | <p>Offers of Appointment – hard no from employer</p> |
| | <p>Long-Service Override – clarify that LSO can be used to protect high seniority/low intensity members in relation to CSSP</p> | <p>Long-Service Override – hard no from employer</p> |
| | <p>CSSP – An actual work load guarantee for members with CSSP status. (5 years of seniority or equity group member – 3 type 1; less than 5 years – 2 type 1)</p> | <p>CSSP – no counter proposal</p> |
| | <p>Conversions – Automatic Conversions for those who meet the eligibility for the Conversion Pool and opt for a Conversion.</p> | <p>Conversions – 1 Conversion per year (down from 8) to a tenure track position. 4 “conversions” per year to CLA positions (3 year term). Of those CLAs, 1 will be a professorial appointment, 3 will be alt-stream.</p> |
| | <p>Markham Campus – at least 50% of tenure-track positions to go to members of Unit 2 Conversion Pool</p> | <p>Markham Campus – no counter proposal</p> |
| <p>Internal hiring process – promote internal Unit 2 candidates for all tenure-track hires (with 50% of those going to equity group members)</p> | <p>Internal hiring process – no counter proposal</p> | |
| <p>CLAs – at least 50% of all CLA hires shall go to Unit 2 members (with 50% of those going to equity group members)</p> | <p>CLAs – no counter proposal</p> | |
| <p>LSTAs – those meeting the eligibility requirements will receive an on-going LSTA. LSTAs will consist of 3.5 courses paid at the rate of 5.5 CDs. Members with LSTAs shall maintain access to all resources and services over the summer.</p> | <p>LSTAs – maintain at 7 appointments per year, no improvements to program, increase ceiling in total number of LSTAs to 70 from 60. Proposed equity language</p> | |
| <p>SRCs – members of Conversion pool with 15 or more years of service, with average of 2.5 courses over last 5 years eligible for Special Renewable Contract (5 years in the YUFA bargaining unit). 20 SRCs in first year. 20 SRCs in second year and in 3rd year, remaining eligible members receive SRC. SRCs will be 5 years, renewed for an additional 5 years and one further 3 year term.</p> | <p>SRCs – no counter proposal</p> <p>Employer stated that for major unit 2 issues such as conversions, LSTAs, and CLAs they will not be tabling formal counters but see their proposals on these issues as counters to the union’s proposals</p> | |

| | | |
|---|--|---|
| | <p>Deemed Qualified – members in Conversion pool for at least 5 years shall be grandparented in terms of posted qualifications requiring a completed PhD; PhD near completion; and/or on-going research and publications</p> <p>Unit 1 Seniority – Employer will define seniority attached to unit 1 positions and notify unit 1 members of their seniority.</p> | <p>Deemed Qualified – no counter proposal</p> <p>Unit 1 Seniority – tabled proposal saying would notify seniority attached to position in posting – there is no unit 1 postings but will notify seniority value at time of offer of appointment</p> |
| <p><u>Student Evaluations</u></p> <p>Employer presented proposal Oct 16th</p> <p>Union response given Nov 13th</p> <p>Employer counters presented on December 4th</p> | <p>Union rejects employer’s proposal</p> | <p>Employer tables proposal to evaluations being available through restricted access online system.</p> <p>13.07.1 The results of the University’s common set of course evaluation questions may be made available to students but shall not otherwise be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement. Per Article 12.24 such evaluations, or a summary of, may also be placed in an employee’s Professional Performance and Service File with the employee’s written agreement.</p> |
| <p><u>Unit 1 Funding</u></p> <p>Employer presented proposal Nov 13th</p> <p>Union proposals presented November 27th</p> <p>Employer counters presented on December 4th</p> | <p>Graduate Funding Assistance Double GFA amounts for u1 and u3</p> <p>Minimum Guarantee Proposals to provide u3 members a minimum guarantee of \$15,000 a year and increase Summer assistance amounts, to \$4000 to help offset for York’s tuition increase Proposal to extend minimum guarantee to 6th year priority pool members Proposal to protect members from FGS claiming members have waived their Minimum Guarantee because they have turned down a TAship/position Proposal to protect from preferential treatment for summer TAships</p> <p>Student Status and Funding Proposal to protect employment even if student status changes for u1 and u3</p> <p>International Students Reduce international student fees to domestic level</p> <p>Fellowship Proposal to include the fellowship in CA – end claw back of scholarships worth at least \$35,000, establish all additional work performed through York University as additional income on top of minimum guarantee, establish communication process for informing graduate students-employees of fellowship payment options, include a choice in how fellowship funds are received to ensure possibility of summer funding for those who need it.</p> <p>Unit 3 Funding Protections – to eradicate the effect of the fellowship on u3 Proposal to guarantee a minimum number of GA positions and equity hiring language, language to ensure faculty are not charged a higher standard benefit rate when hiring a GA and a penalty for every RAship that is successfully converted to a GAship.</p> | <p>Union rejects employer’s proposal Replace existing Article 10.03.1 Remuneration for Teaching Assistants, 10.12 Graduate Financial Assistance, Letter of Intent 6 Tuition Offset, and Letter of Agreement: Additional Funding for Priority Pool Members with a new Article 11. Complete lack of clarity on claw backs of funding, how the fellowship works within this funding model, and the connection between our funding and work. York has been unable to provide answers to our questions concerning these issues.</p> <p>Student Status and Funding – only protect employment after 6 weeks from commencement of course</p> <p>Unit 3 Funding Protections – hard no from employer</p> |

| | | |
|---|--|---|
| <p><u>Health and Safety</u></p> <p>Union proposals presented November 27th</p> | <p>Proposal to include guaranteed timelines and penalties for late responses to health and safety issues. Also includes CDship for a health and safety coordinator and timelines and penalties around training and payment of health and safety committee members. Employer to pay for one CUPE JHSC member to attend one CUPE course on health and safety per year.</p> | <p>Employer tabled proposal for attendance of one CUPE health and safety course up to ten hours for someone that isn't certified.</p> |
| <p><u>Wages and Benefits</u></p> <p>Union proposals presented December 4th</p> | <p>Wages and Late Pay 4% wage increase each year of the collective agreement and add late penalty of 10% for late pay cheques paid to employee.</p> <p>Childcare Increase childcare fund to \$400,000 dollars, increase subsidies and contributions to both Keele campus daycares and letter of intent on childcare facilities at Glendon and Markham campuses</p> <p>Benefits Increase dental to \$5000/year and add services, increase vision to \$2000/year, increase paramedical to \$5000/per specialty with combined maximum of \$10,000 and add services, increase post-retirement benefits to member benefits levels. Proposals tabled to gain access to automatic enrolment in benefits, year-round coverage from date of last contract and access to the employee and family assistance program EFAP.</p> <p>Leaves Proposals tabled to expand amount of and access to LTD. Increases to paid maternity leave and access to gendered violence leave</p> <p>Funds Proposals tabled to provide rebates/refunds for transportation and on-campus rentals, increase ways and means and increase the trans fund to \$100,000/year, and gain \$100,000/year sexual assault survivors fund, \$50,000/year accessible course content fund and \$40,000/year racial discrimination fund</p> <p>Other proposals tabled to:</p> <ul style="list-style-type: none"> • Ensure minimum guarantee is not offset by replacement work • Mandate compensation for extra days worked and establish new maximum work hours for nursing in particular • Provide notice for practicum placements • Increase hours for EI to 600 per course • Cover parking and transportation costs • Lower the eligibility for the Tuition Waiver for Spouses and Dependents • Add severance pay • Payment for directed reading and graduate supervision | <p>Employer did not table counter proposals</p> |