

CUPE 3903 Bargaining Proposal Package as of March 20th 2018

Wages and Benefits (34 Proposals)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
1	U1 10.04.1 U2 10.04 U3 10.02	New	Wages	3.5 increase in each year of collective agreement	<p>Reject and hold to original proposal</p> <ul style="list-style-type: none"> • Increase salary rates in 10.4.1 and authorized replacement rates in 15.04.1 by 2.1% effective September 1, 2017, by 2.2% September 1, 2018 and by 2.3% September 1, 2019. • Increase supplementary graduate assistance in an amount equivalent to 2.1% effective September 1, 2017, by 2.2% on September 1, 2018 and by 2.3% September 1, 2019. • Increase Graduate Financial Assistance rates in 10.12 by an amount equivalent to an increase of 2.1% effective September 1, 2017, by 2.2% September 1 2018 and then by 2.3% September 1, 2019.
2	U1 10.04.4 U2 10.04.7 U3 10.05 (new para)	New	Penalize employer for late pay cheques	For any appointment that has commenced, where the Employer fails to remit payment on the regular pay day the Employer shall pay an additional 5% of the monthly salary for the appointment per month to the Employee as a penalty.	No
3	U1 15.12.2 and 15.12.3 U2 15.12.2 and 15.12.3 U3 15.09.01 and 15.09.02	15.12.2 The employer agrees to contribute annually to operating costs of the Student Centre Childcare facility. In each year of the collective agreement, the amount allocated shall be \$37,000. By September 30 of each academic year the employer will allocate \$40,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. For 2014-	Campus Childcare Facilities	<p>Accept Employer's proposed amount for subsidies but increase operating cost for Student Centre to \$70,000.</p> <p>The Employer agrees to contribute annually to operating costs of the Student Centre Childcare facility. In each year of the collective agreement, the amount allocated shall be \$70,000. By September 30 of each academic year the Employer will allocate \$50,000 to the Student</p>	<p>Reject and Hold</p> <p>Employer proposal presented January 8th</p> <p>15.12.2 The employer agrees to contribute annually to operating costs of the Student Centre Childcare facility. In each year of the collective agreement, the amount allocated shall be \$40,000. By September 30 of each academic year</p>

		<p>15 only, this subsidy amount shall be \$50,000, instead of \$40,000. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee</p> <p>15 13 3 - By September 30 of each academic year the Employer will allocate \$40,000 to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate For 2014-15 only, this subsidy amount shall be \$50,000, instead of \$40,000 An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee</p>		<p>Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee</p> <p>By September 30 of each academic year the Employer will allocate \$50,000 to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee</p>	<p>the employer will allocate \$50,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. For 2014-15 only, this subsidy amount shall be \$50,000, instead of \$40,000. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee</p> <p>15 13 3 - By September 30 of each academic year the Employer will allocate \$50,000 to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate For 2014-15 only, this subsidy amount shall be \$50,000, instead of \$40,000. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee</p>
4	Letter of Intent All Units	New	Campus Childcare Centres at Markham and Glendon Campuses	Letter of Intent on feasibility and need of childcare facilities at Glendon and Markham Campuses in consultation with CUPE 3903	No
5	U1 15.13.4 U2 15.12.4 U3 15.09.03	A Childcare Fund in the amount of \$200,000 will be made available in each of 2015-2016 and 2016-2017 The administration of the Fund will be referred to the Joint Labour Management Committee	Increase to the Childcare Fund	Effective September 1, 2017, the \$200,000 allocated to this fund will be increased to \$260,000. Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.	Reject and Hold Employer counter presented February 20th - A Childcare Fund in the amount of \$260,000 will be made available in each of 2018-2019 and 2019-2020. Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be

					submitted in writing to the Labour/Management Committee.
6	U1 15.26, U2 15.28 U3 22	Effective September 1, 2011 the Employer will provide to CUPE 3903 a total amount of \$100,000 to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. Effective September 1, 2012 increase the total amount to \$150,000. Effective September 1, 2014, the total amount will be increased to \$170,000, and effective September 1, 2015 the total amount will be increased to \$180,000 per year	Increase Extended Health Benefits	Effective September 1, 2017 the Employer will provide to CUPE 3903 a total amount of \$250,000 in each year of the agreement to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement.	Reject and Hold Employer counter presented February 20th On each of September 1, 2018 and September 1, 2019, the Employer 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 to the Labour/Management Committee.
7	U1 10.14 U2 10.11 U3 10.10 (1)	The Employer shall contribute toward the yearly administration cost and eligible claims under an Administrative Services Only ("ASO") Group Dental Plan for each employee	Dental	The employer shall contribute toward the yearly administration cost and eligible claims to the amount of \$3000 dollars a year per employee under an Administrative Services Only ("ASO") Group Dental Plan. Each member shall also receive \$1000 towards the cost of orthodontics and dental implants and these services shall be considered an eligible expense under the ASO Group Dental Plan.	No
8	U1 10.17.1 U2 10.14.1 U3 10.10 (3)	The employer shall contribute toward the yearly administration cost and claims under an ASO Group Vision Care Plan for each employee	Vision	The employer shall contribute toward the yearly administration cost and claims under an ASO Group Vision Care Plan to the amount \$1000 every two years for each employee	No
9	U1 10.20 U2 10.16, U3 10.10 (5)	New	Paramedical	The employer shall contribute toward the yearly administration cost and claims under an ASO Group Paramedical Plan for each employee. The	No

				employer will pay 100% of the costs, up to a maximum of \$6000	
11	U1 10.19 U2 10.17 U3 10.09(6)	For employees in the priority pool other than PhD 6 whose employment is in one term only such that there will be a gap of no more than eight months before their next Unit 1 appointment, they will have Dental, Drug and Vision benefits coverage extended for up to eight months rather than four months. As an administrative matter, any claims after the first four months and before the end of the eight months would not be submitted until the employee returns to work and eligible claims would be promptly paid thereafter.	Provide year-round coverage for all members	For employees in the priority pool other than PhD 6 whose employment is in one term only such that there will be a gap of no more than eight months between their next Unit 1 appointment, they will have Dental, Drug and Vision benefits coverage extended for up to eight months rather than four months. As an administrative matter, any claims after the first four months and before the end of the eight months would not be submitted until the employee returns to work and eligible claims would be promptly paid thereafter.	No
12	U2 15.26	The Employer agrees to provide post-retirement benefits coverage for Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement, in the form of a retiree health care spending account as follows: a) each retiree's health care spending account will have an annual limit of \$1650; b) the total annual Employer contribution to cover post-retirement benefits over the term of this collective agreement is a maximum of \$56,000 in 2011-12, \$70,000 in 2012-13, and \$84,000 in 2013-14 . Any unspent portion of the Employer's annual contribution will be carried forward to the next year.	Post-Retirement Benefits	The Employer agrees to provide post-retirement benefits coverage for Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement, in the form of a retiree health care spending account as follows: a) each retiree's health care spending account will have an annual limit of \$2,100.00; b) the total annual Employer contribution to cover post-retirement benefits over the term of this collective agreement is a maximum of \$100,000 in each academic year. Any unspent portion of the Employer's annual contribution will be carried forward to the next year. The Employer agrees to fully fund drug, dental, vision care, and other negotiated benefits at the level of the current CA for Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement.	Reject and Hold The Employer agrees to provide post-retirement benefits coverage for Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement, in the form of a retiree health care spending account as follows: a) each retiree's health care spending account will have an annual limit of \$1800; b) the total annual Employer contribution to cover post-retirement benefits over the term of this collective agreement is a maximum of \$100,000 in each academic year. Any unspent portion of the Employer's annual contribution will be carried forward to the next year.
16	LTD Plan Text	Members receive 66% of wage at time of disability/leave	Increase LTD payment	10.12.1 (iii) Employees shall receive as monthly benefit 80 % of their wages or \$4,000 whichever is less.	No

17	U1 17.07 U2 17.07 U3 16.09	Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a female employee shall be entitled to paid maternity leave of up to seventeen thirty-fifths of the period of her Appointment Contract(s). Requests for Maternity Leave will be made as soon as practicable, and normally no later than one month before the intended start-date of the leave	Paid Maternity Leave	The union is prepared to exchange an increase to paid maternity leave (proposal 17) in exchange for the acceptance of proposal 32 which establishes “for employment insurance purposes only, a course instructor for a 6-credit course will be deemed to have worked 600 hours. Other assignments will be pro-rated.” Upon written request to the Chair/Dean/Director indicating the expected date of delivery, an employee shall be entitled to paid maternity leave of up to thirty five thirty-fifths of the period of her appointment contract(s). Requests for Maternity Leave will be made as soon as practicable, and normally no later than one month before the intended start-date of the leave.	No
20	U1 15.06 U2 15.05 U3 11.07	When an employee is appointed or assigned duties at a place of work other than the York University campus, the employee shall be reimbursed for those reasonable costs of travel to and from the off-campus place of work which are in excess of the normal costs of travel to and from the employee’s principal residence and the York University campus. Automobile expenditures in this regard shall be reimbursed at a rate of \$.45per kilometre in excess, or whatever kilometreage policy is in effect, whichever is the greater.	Increasing mileage rate and tying to CRA recommended rate; include parking costs	When an employee is appointed or assigned duties at a place of work other than a York University campus, the employee shall be reimbursed for the parking costs associated with that place of work during the hours of the assigned duties that are in excess of the cost of \$10 dollars a day rate.	Reject and Hold The kilometrage paid is the same as extended to all employees of the University and is standard. Add to 15.05: When an employee is appointed or assigned duties at a place of work other than a York University campus, the employee shall be reimbursed for the parking costs associated with that place of work during the hours of the assigned duties that are in excess of the cost of the standard York Lanes day rate.
24	U1 15.29 U2 15.30 U3 26	New	Sexual Violence Survivor Fund	Effective September 1, 2017, the Employer will provide to CUPE 3903’s Trans Feminist Action Caucus a total amount of \$50,000 each year to assist TFAC’s ongoing support of survivors of sexual and/or gender-based violence.	NEW: Effective September 1, 2018, the University Sexual Violence Response Office will be provided with a fund of up to \$50,000 per annum which will be available to provide support for expenses incurred by survivors of sexual and/or gender based violence. The SVRO will meet annually with representative of CUPE to discuss access to and distribution of these monies. This fund

					will be integrated with the existing funds and resources available within the University and externally which are currently referred by the SVRO.
27	U1 15.30 U2 15.31 U3 27	New	Racial Discrimination Fund	Effective September 1 st 2017, the Employer will allocate \$30,000 per contract year to the union to assist racialized members who have experienced racism and discrimination. The fund will be set up and administered by the union. A report of disbursement of funds through the LMC will be made to York.	No. The Employer believes that the appropriate allocation of funding and resources for campus -wide research and review should be conducted through the new VP area of Equity discussed at Senate.

Tuition and Funding					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
35	U3 New Letter of Intent	New	Provide minimum guarantee of \$15,000 per year for U3 members	All members of the bargaining unit shall have a minimum guarantee of \$15,000 per year of extra funding above and beyond the guaranteed 0.5 GAship. Such funding may be in the form of scholarships (excluding York Entrance Scholarships), fellowships, or assistantships.	Reject and hold to original proposal New Article 10.02 Remuneration for Graduate Assistants Effective September 1, 2018, replace existing 10.02 with a new 10.02 to include only wages as follows:
42	U3 10.08	Bargaining unit members assigned a graduate assistantship in the fall/winter session of 2011-2012 (September 1 to April 30) and who are registered full-time in summer will receive GA summer assistance in the immediately following summer term (May 1 to August 31) of that year in the amount of \$1,200. This amount will be increased to \$1,300 for the summer 2013 and increased to \$1750 for the summer 2014. Effective May 1, 2015 this amount will be increased to \$3000.		Bargaining unit members assigned a graduate assistantship in the fall/winter session and who are registered full-time in summer will receive GA summer assistance in the immediately following summer term of that year in the amount of \$4000.	
45	U1 10.12.3 U3 10.09	New	Reduce international fees to domestic level	Bargaining unit members enrolled as international students shall pay the domestic tuition rate	No

47	U1 and U3 Letter of Intent on Fellowship	New	Include Fellowship in Collective Agreement – edited January 4th	Union counter to employer's proposal on unit 1 funding presented February 28 th – Must include specific amount for trigger of claw back of scholarships, deadlines and penalties for late GIA/GFA pay cheques, the agreed upon reference to the MOS in the letter of intent 6 for unit 1 and letter of intent 1 for unit 3, and the proposed letter of intent on fellowship. See separate document	See Employer funding proposal below with revised language clarifying the removal of the work commitment
48	Adding 10.10 Protection of GA positions Renumbering of 10.10 Benefits to 10.11 Benefits and 10.11 Research Costs Fund to 10.12	New	To ensure the protection of GA positions/unit 3 jobs under the fellowship model	<p><i>New – To incentivize research and high-quality training opportunities to graduate students under the fellowship model.</i></p> <p>48.1 The University will implement a Graduate Assignment Protocol that will support incentivizing research at York University by providing graduate students the choice and opportunity to partake in high quality training in research.</p> <p>48.2 The program will ensure all incoming Master's student are provided with an informed choice, clearly articulated in their letter of offer to either (a) accept an opportunity to a GAship with a Principle Investigator (PI) who is in receipt of external research funding which will provide the student with or; (b) a fellowship.</p> <p>In the event a PI cannot find a masters student or requires further assistants, the PI shall be committed to give preference to hiring PhD students.</p> <p>The University will match 50% of the PI's research funding to cover the GAship.</p> <p>48.3 A minimum of one-third of positions will be filled by people in one or more of the designated employment equity group. Hiring units must provide proof of having followed the documented application and hiring process.</p>	<p>Add to Unit 3 Letter of Intent HQT</p> <p>Graduate Assistant Assignment Protocol</p> <p>The University will implement a Graduate Assistant Assignment Protocol that will support the incentive of research at the University and the provision of high-quality training opportunities in research for graduate students.</p> <p>Under a 2-year program from September 1, 2018 to August 31, 2020 the University will create and offer a Graduate Assistant Training 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 as part of that PI's research team.</p> <p>The GAT fund will distribute up to the total of \$60,000 in each academic year to Principal Investigators who are in receipt of external research funding and commit to hiring a Graduate Assistant. Individual allocations under this fund will be provided to Principal Investigators with a value of up to \$2,000.00.</p> <p>The GAT Fund shall be administered by the Office of the VPRI which will be tasked with establishing a non-competitive equitable process for the</p>

				<p>48.4 The employer shall guarantee that the standard benefit rate for Unit 3 GA's shall not exceed 31% in any faculty or department.</p> <p>48.5 The employer shall provide the union with a list of graduate students who are not in the bargaining unit and are registered full time at York University and are receiving financial assistance from or through York University for Research or academic activities which the employer says are predominantly for the purposes of advancing the student's progress towards fulfilment of their program and degree requirements.</p> <p>The employer shall provide the union with a list of graduate students who are not in the bargaining unit and are registered full-time at York University and are receiving financial assistance from or through York University for research or academic activities which the employer says are predominantly for the purposes of advancing the students' progress towards fulfillment of their program and degree requirements. The employer shall provide the list by November 1st of each collective agreement year and it shall include the following information:</p> <ol style="list-style-type: none"> a. the graduate student's full name, b. the graduate student's available contact information, including but not limited to any email addresses, phone numbers, and mailing addresses, c. the department(s) with respect to which the research or academic activities are to be performed; d. The program with respect to which the research or academic activities are to be performed; e. the names of any persons (including faculty members) or organization(s) involved in directing the research or 	<p>distribution of the funds for high quality training experiences. CUPE 3903 will be consulted in the establishment of this process.</p> <p>The University will take steps to ensure that researchers are advise of the distinction between Graduate Assistants (GA) and Research Assistants (RA), including the appropriate posting of GAs in order to avoid bargaining unit assignments being improperly awarded to Research Assistants.</p> <p>In those situations where a graduate student considers that the assignment for which they have been engaged is not properly a Research Assistantship they ought discuss this first with the faculty researcher and, if not satisfied, raise this with the Union.</p>
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				<p>academic activities to be performed;</p> <p>f. the graduate student's program and degree requirements; and,</p> <p>g. a summary of the employer's position that the research or academic activity is predominantly for the purposes of advancing the students' program and degree requirements.</p>	
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Job Security and Workload					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
50	U1 15.04.1 U2 15.03.1	Such authorized replacement is intended to fill short-term emergency staffing needs normally not exceeding one month during the fall/winter session or an equivalent period during any other session.	Ensure authorized replacements are available	<p>Such authorized replacement is intended to fill short-term emergency staffing needs normally not exceeding one month during the fall/winter session or an equivalent period during any other session. Requests for authorization shall not be unreasonably denied.</p> <p>In the Department of Nursing, employees will be permitted to serve as authorized replacements for preceptored courses when colleagues are unavailable.</p>	<p>Reject and hold to original proposal</p> <p>Employer counter presented January 15th</p> <p>15.03.1 Letter of Understanding – Nursing</p> <p>In negotiations in 2017-2018 the parties discussed issues that were arising around the assignment and expectations for Course Directors on practicum courses. This included the timing of assignments, the occasional need for replacements and the obligations and responsibility of the Course Directors around student support and availability.</p> <p>Recognizing the need for clarity, it is agreed that the Faculty of Health will establish a Committee of two practicum Course Directors appointed by CUPE 3903 and two persons appointed by the Dean to review the process and to consider and report back on any possible improvements.</p>

53	U2 12.06.1	Notwithstanding the required and preferred qualifications, a candidate who has held a given position within the past 36 months shall be deemed to meet both the required and preferred qualifications for the position provided that the nature and/or substance of the course have not been substantially altered. For candidates who are members of the Affirmative Action Pool the latter time will be increased to 42 months. Similarly, on the occasion of an employee returning to the bargaining unit from a contractually limited appointment of more than 36 months, the latter time limit will be increased to 42 months.	Expand and improve incumbency language	Notwithstanding the required and preferred qualifications, a candidate who has held a given position within the past 60 months shall be deemed to meet all of the qualifications for the position provided that the nature and/or substance of the course have not been substantially altered. For candidates who are members of the Affirmative Action Pool the latter time will be increased to 66 months. It is further understood that a course-title change and/or a course-code change shall not by themselves be viewed as a substantial alteration for the purposes of this article.	<p>Reject and Hold</p> <p>Employer counter proposal November 20th</p> <p>12.06.1 - It is further understood that a course-title change and/or a course-code change shall not by themselves be viewed as a substantial alteration for the purposes of this article.</p>
60	U2 11.01.3	The qualifications for all positions in the bargaining unit must be reasonable and demonstrably relevant to the posted positions, including in cases where tutor positions are posted in Unit 1 and Unit 2.	<p>To limit U2 required qualifications to those asked of Unit 1 members</p> <p>Nursing- specific language added to phase out the onerous and ageist expectations on bargaining unit members</p>	<p>In the School of Nursing, qualifications posted for all positions in the bargaining unit must be demonstrably relevant to the posted position. Qualifications for clinical practice shall include bachelor, master or doctoral degree or equivalent from a program accredited by the College of Nurses of Ontario (CNO). No additional qualifications will be required.</p> <p>Note Qualifications will be demonstrably relevant in accordance with, and not exceed, those established by the CNO.</p>	<p>Employer presented counter on February 8th</p> <p>ADD: In the department of Nursing, qualifications set with respect to proof of practice will be reasonably connected to the duties of the position.</p>
62	U2 12.01	12.01 (vii) Articles 12.03.1 (Long-Service Override) and 12.03.2 (circumstances in which candidates have equal applicable prior experience) will apply and employees participating in the Continuing Sessional Standing Program exercise may make use of the Article 6 grievance procedure in respect of any courses posted in the exercise that they were not offered but believe they should have been offered pursuant to the terms of the Continuing Sessional Standing Program	To ensure that high-seniority/low-intensity members are not displaced from teaching appointments.	12.01 (vii) Article 12.03.1 (Long-Service Override) shall apply to all positions offered under the CSS program, regardless of whether the employee seeking to invoke Long-Service Override provisions is herself a member of the CSS pool. The LSO provision may not be used for more than 1 FCE by a member who is not in the CSSP to obtain work otherwise offered to a CSSP member. Article 12.04.2 (circumstances in which candidates have equal applicable prior experience) shall apply to all applicants in the CSS pool. Employees participating in the Continuing Sessional Standing Program exercise may make use of the Article 6 grievance procedure in respect of any courses posted in the exercise that they were not offered but believe they should have been offered pursuant to the	<p>Employer Response December 4th</p> <p>No. This runs contrary to the design of the CSSP</p>

				terms of the Continuing Sessional Standing Program.	
63	U2 12.01	<p>Continuing Sessional Standing Program Guarantee</p> <p>Employees with Continuing Sessional Standing who have a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the previous 5 contract years and who are offered 2/3 or less of their average number of Type 1 or equivalent positions based on the previous 5 contract year period will, upon application, receive as a one-time payment of 1/4 of the rate for each position less than their average number of Type 1 or equivalent positions. For example, if an employee with Continuing Sessional Standing has an average annual teaching intensity of 3 Type 1 or equivalent positions over the previous 5 contract years and is offered 2 Type 1 or equivalent positions, then upon application the employee will receive 1/4 of the rate for 1 Type 1 or equivalent position . If the employee is for a second time offered 2/3 or less of her average annual number of Type 1 or equivalent positions based on the previous 5 contract years, the employee will receive a one-time payment of 1/8th the rate for each position less than their average number of Type 1 or equivalent positions .</p> <p>To qualify for the payment described in the paragraph above an employee must have:</p> <p>(a) provided notice of participation in the Continuing Sessional Standing exercise to all applicable hiring units (i.e., all hiring units whose curriculum includes courses for which, if offered as Unit 2 bargaining unit work, she would be the most senior incumbent candidate); and</p> <p>(b) additionally applied for bargaining unit positions in accordance with her “normal” historical application profile and was available for appointment to these positions .</p>	CSSP Guarantee	<p>Amend paragraph: <u>Continuing Sessional Standing Program Guarantee</u></p> <p><u>Employees with Continuing Sessional Standing shall be offered teaching appointments in the amount of 1 Type 1 or equivalent positions in each contract year in which an employee has Continuing Sessional Standing.</u></p> <p><u>Members with historic teaching profiles in more than one hiring unit may be offered positions by any of these hiring units.</u></p> <p><u>In the event the employer fails to offer teaching appointments as per above, the employee will receive a payment for 1 Type 1 positions in the current contract year, and applicable prior experience credit for 1 Type 1 positions.</u></p> <p>Amend paragraph: <u>Cessation of Continuing Sessional Standing</u></p> <p><u>Employees who meet the eligibility criteria for Continuing Sessional Standing shall maintain this status for a minimum of three contract years and shall continue in this status for successive three contract year periods provided that as of the September 1 at the end of each 3 contract year period, she has a minimum average annual teaching intensity of 1 Type 1 or equivalent positions over the three contract year period just completed.</u></p> <p><u>In the event that the employee’s average annual teaching intensity, excluding any compensation received as CSS guarantee, is lower than 1 Type 1 or equivalent positions at the end of a three contract year period, she will no longer have Continuing Sessional Standing.</u></p>	<p>Reject and hold</p> <p>CSSP 12.01</p> <p>Revise section <i>Cessation of Continuing Sessional Standing</i>:</p> <p>Cessation of Continuing Sessional Standing</p> <p>Employees who meet the eligibility criteria for Continuing Sessional Standing shall maintain this status for a minimum of <u>five</u> contract years and shall continue in this status for successive <u>five</u> contract year periods provided that as of the September 1 at the end of each <u>five</u> contract year period, she has a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the <u>five</u> contract year period just completed. In the event that the employee’s average annual teaching intensity is lower than 2 Type 1 or equivalent positions at the end of a <u>five</u> contract year period, she will no longer have Continuing Sessional Standing.</p>

		<p>An employee who is twice offered 2/3 or less of her average number of Type 1 or equivalent positions based on the previous 5 contract years and has received the two one-time payments described above may either elect to opt out of the program or accept the number of positions offered. An employee who elects to opt out of the Continuing Sessional Standing Program shall communicate such election in writing to Faculty Relations.</p> <p>Cessation of Continuing Sessional Standing Employees who meet the eligibility criteria for Continuing Sessional Standing shall maintain this status for a minimum of three contract years and shall continue in this status for successive three contract year periods provided that as of the September 1 at the end of each 3 contract year period, she has a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the three contract year period just completed. In the event that the employee's average annual teaching intensity is lower than 2 Type 1 or equivalent positions at the end of a three contract year period, she will no longer have Continuing Sessional Standing.</p>			
65	U2 Article 23 Various sections	<p>23 .02 .2 Identification – The criteria for inclusion in the Affirmative Action Pool shall be submitted to the Labour/Management Committee which will identify those individuals who qualify. The Committee shall afford to all those employees who believe that they meet the criteria an opportunity to satisfy the Committee as to their eligibility.</p> <p>U2 23.03.03 An individual may apply for a probationary tenure-stream position to a Dean/Principal. Where an application is submitted directly to a Dean/Principal the Dean/Principal will consult with the relevant hiring unit(s) concerning the application.</p> <p>U2 23.04</p>	Conversions	<p>23.02.02 Identification – The criteria for inclusion in the Affirmative Action Pool shall be submitted to the Labour/Management Committee which will identify those individuals who qualify. The Employer shall notify each candidate of their eligibility by October 1. The Committee shall afford to all those employees who believe that they meet the criteria an opportunity to satisfy the Committee as to their eligibility.</p> <p>U2 23.03.03 An individual may apply for a probationary tenure-stream position to the hiring unit by the 31st of January, or to a Dean/Principal by the 28th of February of each year. Where an application is submitted directly to a Dean/Principal the Dean/Principal will consult with the relevant hiring unit(s) concerning the</p>	<p>Replace existing 23.04 (ii) with a new 23.04(ii) and amend 23.04(iv) as follows:</p> <p>23.04 Recommendations</p> <p>(i) The employer shall provide incentive funding to a hiring unit(s) recommending an affirmative action pool member to a tenure stream position. This funding will normally cover the differential between the starting salary of the appointment and the cost of three full course directorships. The employer shall make \$130,000 available in incentive funding in each year of the collective agreement.</p> <p>(ii) For each of the 2017-2018 year, the 2018-2019 year and the 2019-2020 year, the Office of the Vice-President</p>

		<p>(i) The employer shall provide incentive funding to a hiring unit(s) recommending an affirmative action pool member to a tenure stream position. This funding will normally cover the differential between the starting salary of the appointment and the cost of three full course directorships. The employer shall make \$130,000.00 available in incentive funding in each year of the collective agreement.</p> <p>(ii) For the 2014-2015 year, the 2015-2016 year and the 2016-2017 year, the Office of the Vice President Academic and Provost shall make at least eight recommendations in 2014-2015, eight recommendations in 2015-2016 and eight recommendations in 2016-2017 of Affirmative Action Pool members for full-time faculty positions to the tenure stream, with a minimum of six recommendations to the professorial stream over the three years. A minimum of six recommendations from among candidates who self-identify as a member of one or more of the designated employment equity groups will be made over the three years.</p> <p>(iv) Normally, tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by January 15 for appointments commencing the following July 1.</p> <p>(v) If an applicant is not recommended by the School or Department, an explanation will be provided to the applicant upon request.</p>		<p>application. Applicants will be provided with a written, dated receipt acknowledging their application.</p> <p>[New Article] U2 23.03.05</p> <p>(i) Applications shall consist of the following documents. The single-spaced page limit for each document is indicated in parentheses.</p> <p>(a) cover letter (maximum 2 pages), (b) curriculum vitae, (c) statement of research interests (maximum 2 pages), (d) statement of teaching philosophy and pedagogical interests (maximum 2 pages), (e) teaching dossier that includes a summary of student evaluations (maximum 20 pages), and (f) a minimum of 2 references to be confidentially submitted directly by the referees to the hiring unit and/or the Dean. A minimum of one referee may be internal to York University and a minimum of one referee may be external to York University (at the discretion of the candidate).</p> <p>(ii) Employment Equity status for all applicants will be determined on the basis of the self-identification information from their most recent blanket and/or specific application.</p> <p>U2 23.04</p> <p>(i) The employer shall provide incentive funding to a hiring unit(s) recommending an affirmative action pool member to a tenure stream position. This funding will normally cover the differential between the starting salary of the appointment and the cost of three full course directorships. The employer shall make \$243,750 available in incentive funding in each year of the collective agreement.</p> <p>(ii) In each year of the Collective Agreement, 2017-18, 2018-19 and 2019-20, the Office of the Vice President Academic and Provost shall make recommendations of, at minimum, and whichever is greater:</p>	<p>Academic and Provost shall make at least two (2) recommendations in 2017-2018, two (2) recommendations in 2018-2019 and two (2) recommendations in 2019-2020 of Affirmative Action Pool members. These recommendations will be for full-time faculty positions to the professorial or alternate tenure stream. A minimum of 1/3 of recommendations for appointments will be from among candidates who self-identify as a member of one or more of the designated employment equity groups.</p> <p>(iii) During this period, should any member of the Affirmative Action Pool be appointed to a tenure-stream position as a result of a normal search process, the hiring unit receiving the appointment will be entitled to receive incentive funding under Article 23.04(i).</p> <p>(iv) Normally, tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by May 1st for appointments commencing the following July 1.</p> <p>(v) If an applicant is not recommended by the School or Department for a tenure stream position, an explanation will be provided to the applicant on request.</p> <p>NEW SRC PROGRAM</p> <p>23.2 SRC Program</p> <p>23.2.1 As set out below and subject to the Agreement of YUFA to update Article 12.32 in its Collective Agreement as set out below, the employer agrees to offer Special Renewable Contracts to Unit 2 members who, as of September 1 preceding the date of the award of a Special Renewable Contract, are in in the "Affirmative Action Pool".</p> <p>'Special Renewable Contracts' (SRCs) are full-time faculty appointments in the YUFA</p>
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				<p>a) fifteen recommendations per year, or b) recommendations equal to 15% of the tenure-track hires in that academic year.</p> <p>In each year, at least 50% of the recommendations will be for members from one or more of the five designated employment equity-seeking groups. Hiring units must provide written documentation of having followed this process.</p> <p>In each year, at least 25% of the recommendations will be for members that have been in the Affirmative Action Pool for 10 years or more.</p> <p>(iv) Tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by April 15 and the Provost's announcement to the York community shall be made by April 30. Appointments shall commence July 1. The employer agrees that failure to meet the aforementioned deadlines will result in a penalty of \$10,000 payable to the union.</p> <p>(v) [New] New full-time faculty appointed pursuant to Article 24 will be appointed to hiring units they have regularly taught in as documented in their curriculum vitae.</p> <p>(vi) If an applicant is not recommended by the School or Department, a written explanation will be provided to the applicant upon request.</p> <p>(vii) [New] The Conversion selection process for both the Professorial and Alternate Stream will consist of the following steps: 1) Faculty Relations will send an electronic and paper notice to members eligible for conversion by October 1. 2) Applicants will submit their applications as per 23.03.03.</p>	<p>bargaining unit and initial appointments will be for a term of five years,. The normal teaching load will be 3.5 full course equivalents (FCEs). SRCs will be expected to contribute to collegial service in the unit to which they are appointed. SRCs will have a normal starting salary of \$85,000 per annum.</p> <p>23.2.2 Six (6) SRCs will be awarded for 2017-18, six (6) SRCs will be awarded for 2018-19, and a further six (6) SRCs will be awarded for 2019-20.</p> <p>23.2.3 APPLICATIONS An individual may apply for an SRC to the Dean or Principal or to a hiring unit or units. Applications will include a current CV and are expected to address the quality of the applicant's teaching.</p> <p>23.2.4 CROSS APPOINTMENT SRCs may be cross appointed between and/or among two or more hiring units. Hiring units may wish to discuss with cognate/sibling units, intra- or inter-Faculty, their needs and priorities and how they are currently met by the eligible employee.</p> <p>23.2.5 RECOMMENDATIONS TO THE VICE-PRESIDENT ACADEMIC AND PROVOST Units wishing to appoint an eligible employee to an SRC, either within a hiring unit or on a cross-appointed basis, will make a recommendation through the Dean to the Vice-President Academic and Provost. Recommendations will be forwarded to the Vice-President Academic and Provost on or before March 1 for appointments commencing the following July 1. Selection of applicants for recommendation and appointment will be</p>
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				<p>3) Each hiring unit that received conversion applications shall form a conversions committee that shall rank applicants on the basis of four parameters, i) CUPE 3903 seniority, ii) equity status, iii) application package and iv) departmental need.</p> <p>4) The conversions committee shall short-list candidates for an interview based on these four criteria (as per 3). Short-listed candidates will be asked a standard set of questions.</p> <p>5) All records related to the interview process shall be available to both the Dean and the Union in the case of an appeal.</p> <p>6) Each hiring committee will document in writing their reasons why the candidate from one or more employment equity groups under-represented in the bargaining unit (or bargaining units in the case of cross-appointments), were not selected by the hiring committee.</p>	<p>based on the quality of the candidate's teaching and academic need in the unit(s) involved.</p> <p>23.2.6 RENEWAL</p> <p>Applications for renewal will be assessed by a committee of full-time faculty members in the hiring unit(s) on the basis of the unit's academic needs and the quality of an applicant's teaching and contributions to collegial service. Renewal applications will include at least one collegial letter in respect of teaching, based on classroom visits, syllabi and other course materials, student course evaluations, at least one collegial letter in respect of service, an updated CV, a candidate's statement, and collegial letters regarding any professional development or new course proposals/curricular innovation if appropriate (though not required). Collegial letters will be from full-time faculty members of the hiring unit(s) where the appointment is held.</p> <p>A renewed term will be <u>5 years</u>.</p> <p>Letter on Career Advancement Program</p> <p>The University Academic Plan 2015-2020 notes that key enablers in meeting the University's paramount goal of academic excellence are increasing the full-time faculty complement and improving student / faculty ratios.</p> <p>In support of these efforts the University will, for the period from September 2018 to August 31, 2020, establish and offer a voluntary Career Advancement Program for interested Unit 2 members through the Associate Vice-President Teaching and Learning.</p> <p>The Program will be developed to provide support and resources to Unit 2 members</p>
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					<p>for professional development in:</p> <ul style="list-style-type: none"> • teaching and learning • the scholarship of teaching and learning, • integration of research into the curriculum and class room experience. <p>The Program will include sessions or modules designed to assist individual career development, including the development of a teaching dossier. In addition to sessions and modules, the Program will also include individual coaching and mentoring. Overall, the Program is intended to assist Unit 2 members in the development of a competitive application file for a full-time faculty position at York or elsewhere, in the professorial stream or in the alternate stream.</p> <p>[Note that nothing prevents Unit 2 members applying from all other posted YUFA positions and not only may they compete but the University has negotiated with YUFA that they are required to be granted an interview if they meet the position prima facie qualifications.]</p> <p>Union Failsafe Option</p> <p><u>If this is accepted by March 28, 2018</u>, it is agreed that the Union may otherwise ratify the Collective Agreement without acceptance of the changes to 23 and 23.2 above and instead exercise an option to refer these issues to an interest arbitrator.</p> <p>Within 30 days following ratification of the renewal Collective Agreement the Union may provide notice in writing of its lack of acceptance of this provision of the Collective Agreement and its intent to instead proceed to binding interest</p>
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					<p>arbitration on this provision.</p> <p>The parties will jointly agree upon an Arbitrator within ten days failing which Arbitrator Kevin Burkett will be asked to select an arbitrator to serve. The Arbitrator appointed under this agreement may establish their own procedure and their decision will be binding.</p> <p>The Arbitrator will then determine what, if any, changes should be made to Article 23 and 23.2.</p>
69	U2 23.08.1	New	<p>Promote "internal" U2 candidates for CLA Appointments</p> <p>Proposal Amended Nov 13/17 - equity language – 1/3 to 50%</p>	<p>The Office of the Vice President Academic and Provost shall ensure that at least 30% of all recommendations across the University for Contractually Limited Appointments each year shall be offered to qualified Unit 2 members.</p> <p>In the event a hiring unit appoints more than one CLA in a given year, at least 50% of these appointments shall be offered to qualified Unit 2 members.</p> <p>In each year, a minimum of 50% of total CLA appointments from unit 2 will be made from people in one or more of the five designated employment equity groups under-represented in the hiring unit (or hiring units in the case of cross-appointments). Intersectional Employment Equity data for the hiring unit will be used as a guide. Hiring units must provide written documentation of having followed this process.</p>	No. See response to 65

70		<p>Long Service Teaching Appointments (LSTAs) 24.02.1 LSTAs will be awarded for a three year period and will consist of contract assignments comprising 3 full course equivalents in each of the three years of the term. Effective September 1, 2015, LSTAs will consist of contract assignments comprising a minimum, of 3 full course equivalents and, subject to availability, up to 3.5 full course equivalents in each of the three years of the term, subject to the condition that the employee has incumbency in the additional 0.5 full course equivalent assignment or is qualified for and has taught the additional 0.5 FCE assignment 2 of the last 4 times it was offered. Effective September 1, 2014 compensation for these 3 or 3.5 full course equivalents will be the current applicable rate for the position plus an amount equivalent in value to 1/8th the rate of a type 1 position per full course equivalent.</p> <p>24.02.4 Courses assigned as part of an LSTA are subject to the course cancellation provisions of article 12.16.1 – 12.16.2.</p> <p>24.05 LSTAs will be awarded on the basis of hiring unit teaching needs, quality of the applicants teaching file, and the applicant's number of years in the Affirmative Action Pool.</p> <p>24.07 In the 2014-2015 contract year a minimum of 7 LSTAs will for be offered for September 1, 2015, in the 2015-2016 contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2016, and in the 2016-2017 contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2017. To the extent practicable a minimum of one third of the total number of LSTAs over the three year period will be made from among those who belong to one or more of the four employment equity groups (ie, aboriginal people, persons with disabilities, visible minorities and women).</p>	<p>Long Service Teaching Appointments</p>	<p>24.02.1 LSTAs will be awarded initially for a <u>five year</u> period and will consist of assignments comprising 3.5 full course equivalents in each of the <u>five years</u> of the term. Effective September 1, 2017 compensation for these 3.5 full course equivalents will be the current applicable rate for the position plus an amount equivalent in value to 1/8th the rate of a type 1 position per full course equivalent.</p> <p>24.02.4 Courses assigned as part of an LSTA are subject to the course cancellation provisions of article 12.17. <u>In the event of a course cancellation a replacement course will be found.</u></p> <p>24.05 LSTAs will be awarded on the basis of hiring unit teaching needs, quality of the applicant's teaching file, and the applicant's number of years in the Affirmative Action Pool. <u>Teaching need will be viewed in the context of the University's historic reliance on the applicant's teaching and the applicant's university-wide teaching experience and will consider the provisions of Article 12.05.4 and 11.01.3.</u></p> <p>24.07: In the <u>2017-2018</u> contract year a minimum of <u>10</u> LSTAs will be offered for September 1, <u>2018</u>, in the <u>2018-2019</u> contract year a minimum of <u>10</u> LSTAs will be offered to eligible applicants for September 1, <u>2019</u>, and in the <u>2019-2020</u> contract year a minimum of <u>10</u> LSTAs will be offered to eligible applicants for September 1, <u>2020</u>. To the extent practicable a minimum of one third of the total number of LSTAs over the three year period will be made from among those who belong to one or more of the <u>five</u> employment equity groups (i.e. aboriginal people, persons with disabilities, visible minorities, women, <u>and LGTBQ</u>).</p> <p>...</p>	<p>Reject and hold</p> <p>Employer counter presented January 15th</p> <p>24.02.1 LSTAs will be awarded for a three <u>to five year</u> period, <u>depending on academic need and the recommendation of the hiring unit</u>, and will consist of contract assignments comprising 3 full course equivalents in each of the three <u>to five years</u> of the term....</p> <p>24.07 In the 2017-2018 contract year a minimum of 7 LSTAs will for be offered to eligible applicants for September 1, 2018, in the 2018-2019 contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2019, and in the 2019-2020 contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2020. To the extent practicable a minimum of forty four percent (44%) of the total number of LSTAs over the three-year period will be made from among those who belong to one or more of the employment equity groups.</p> <p>...</p> <p>24.10 Employees holding an LSTA may submit a written application to renew the LSTA for another three-year term. Written applications must be submitted no later than January 31 of the third year of the LSTA (e.g., no later than January 31, 2017 for an LSTA that expires August 31, 2018). To be eligible for renewal applicants must have had their teaching reviewed by a member of the full-time faculty in the hiring unit(s) pursuant to Article 24.06 above over the course of their current LSTA. Applications will be assessed on the basis of the quality of an applicant's teaching, evidence of which will include the review pursuant to Article 24.06</p>
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		<p>24.10 Employees holding an LSTA may submit a written application to renew the LSTA for another three-year term. Written applications must be submitted no later than January 31 of the third year of the LSTA (eg, no later than January 31, 2013 for an LSTA that expires August 31, 2013. To be eligible for renewal applicants must have had their teaching reviewed by a member of the full-time faculty in the hiring unit(s) pursuant to Article 24.06 above over the course of their current LSTA. Applications will be assessed on the basis of the quality of an applicant's teaching, evidence of which will include the review pursuant to Article 24.06 (July 17, 2015 / 13:25:49) 92366-1_YorkU_CUPE3903-2_p086.pdf .1 81 above. Applications will also be assessed on the basis of the unit's academic planning needs. All applications must also include a current CV. Applications shall not be unreasonably denied. The total number of LSTAs in any contract year will not exceed sixty.</p>		<p>24.10 Employees holding an LSTA may submit a written application to renew the LSTA for another <u>five</u>-year term. Written applications must be submitted no later than January 31 of the <u>fifth</u> year of the LSTA (e.g., no later than January 31 of a <u>given</u> year for an LSTA that expires August 31 <u>of that same calendar year</u>). To be eligible for renewal applicants must have had their teaching reviewed by a member of the full-time faculty in the hiring unit(s) pursuant to Article 24.06 above over the course of their current LSTA. Applications will be assessed on the basis of the quality of an applicant's teaching, evidence of which will include the review pursuant to Article 24.06 above. <u>Applications will also be assessed on the basis of the unit's academic planning needs which will include consideration of the criteria in Article 24.05.</u> The total number of LSTAs in any contract year will not exceed <u>84</u>.</p>	<p>above. Applications will also be assessed on the basis of the unit's academic planning needs. All applications must also include a current CV. Applications shall not be unreasonably denied. The total number of LSTAs in any contract year will not exceed <u>seventy five</u>.</p>
72		New	NEW SRC program	<p>Union counter presented to Employer February 28th</p> <p>New:</p> <p><u>There shall be 10 Special Renewable Contracts in each of the 2017/18, 2018/19 and 2019/20 years, awarded in order of years of service, from among persons (excluding YUFA retirees, except those YUFA retirees who have returned to the CUPE 3903 Unit 2 bargaining unit from SRC positions in the YUFA bargaining unit) who have taught at an intensity of 2.5 FCEs over the previous 3 years (may include approved leaves).</u></p> <p><u>The initial term of each contract is five (5) years. The contract shall be renewed for an additional</u></p>	<p>Please see proposal 65 for employer's most up to date language on SRCs</p>

				<p><u>five (5) year term and one further final three (3) year term.</u></p>	
74	U2 12.05.5	New	<p>“Deemed qualified” language for high seniority members</p>	<p>Union Counter presented February 28th 2018 Add to 12.05.4: ... <u>(d) Where the academic qualification being relied on to establish equivalency is teaching experience at the post-secondary level, the teaching experience must include teaching experience in the course, closely related courses, and/or closely related departments, fields or disciplines.</u></p> <p>Amend 11.01.3 by addition of following paragraph: ... <u>Applicants for a position who have been in the Affirmative Action pool for at least 5 years and who have teaching experience in the posted course or a closely related course, or a closely related academic department, field or discipline will be deemed to meet the posted required, preferred and desirable qualifications for positions in first, second and third year courses.</u></p> <p>Union’s original language Members who have been in the AA pool for at least 5 years and who during this period have held at least 1 full course directorships will be grandparented with respect to posted qualifications requiring a PhD, and/or PhD (ABD or near completion) and ongoing doctoral research and publications. These members will be deemed to meet all requirements of posted positions in departments and in academic areas that they have previously taught based on their years of teaching experience at York University.</p>	<p>No. Have already limited the academic decision making as is – nothing wrong with obligation to demonstrate qualifications for a position</p>

Equity (19 Proposals)

#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
76	U1 10.02.2 U2 10.04.5 U3 15.03	Delete and Replace	Paid Equity Training	<p>(i) Any employer-required training or orientation shall be paid at the marker grader rate over and above the regular salary. Training shall normally shall take place during the period of time that the employee holds the position. Any employer required training or orientation of more than ten hours shall be reimbursed for those hours beyond ten hours, at the Overwork Rate.</p> <p>(ii) 10 hours per term will be allocated to mandatory training under the AODA, OHSA, and any other anti-violence, -harassment and discrimination training agreed to between the Employer and the Union. Where the employer is requiring that an employee attend training or orientation the employee will be provided with timely, advance notice.</p>	<p>Reject and Hold</p> <p>Employer counter proposal November 20th Unit 1 10.02.2 <u>iii</u>) All mandatory workplace training identified by the Employer including any required AODA, OHSA, sexual violence or WHIMIS and other statutory training applicable to the position shall be performed on paid time within the ten (10) hours specified in 10.02.1.</p>
77	U1 4.03.1 (vi) U2 4.03.1 (vi) U3 4.03.1 (vi)	New	Sexual Violence Training	Provide mandatory paid anti-sexual violence training for all CUPE 3903 members as stipulated by 10.02.2(ii) in the Unit 1 collective agreement and 10.04.5 in the Unit 2 collective agreement. Such training shall be designed and delivered in consultation with CUPE 3903.	<p>Reject and Hold</p> <p>Presented verbally by employer on November 13th Considering paid training for CDs but not TAs</p> <p>Employer counter proposal November 20th Unit 1 Letter of Understanding CUPE 3903 will be consulted in the development of training on the University's Policy on Sexual Violence required by Provincial regulation. Such consultations will occur no later than three months following the ratification of the renewal collective agreement.</p> <p>Enhanced training on sexual violence will be made available to employees through an application process in a pilot project that will run from September 1, 2018 unit</p>

					<p>August 31, 2020. The enhanced training is specifically intended for employees who believe that the training will be of particular benefit to them based on the circumstances or requirements of their position(s).</p> <p>Employees in CUPE 3903 who complete the enhanced training during the pilot will receive remuneration for the time involved at the Marker/Grader rate or Overwork rate if applicable under 10.02.</p> <p>Unit 2 Letter of Understanding CUPE 3903 will be consulted in the development of training on the University's Policy on Sexual Violence required by Provincial regulation. Such consultations will occur no later than three months following the ratification of the renewal collective agreement.</p> <p>Enhanced training on sexual violence will be made available to employees through an application process in a pilot project that will run from September 1, 2018 unit August 31, 2020. The enhanced training is specifically intended for employees who believe that the training will be of particular benefit to them based on the circumstances or requirements of their position(s).</p> <p>Employees in CUPE 3903 who complete the enhanced training during the pilot will receive remuneration for the time involved at the Marker/Grader rate.</p>
78	U1 15.01.2 U2 15.07.1 U3 11.08.3	New	Breastfeeding Facilities	Union counter presented February 28, 2018 In negotiations for the 2017-2020 Collective Agreement the Union raised its desire to ensure the accessibility and availability of breastfeeding facilities for its members.	In negotiations for the 2017-2020 Collective Agreement the Union raised its desire to ensure the accessibility and availability of breastfeeding facilities for its members.

				<p><u>The parties have agreed to an accommodation procedure around breastfeeding in June 2014 which is available on the Employer's and Union's website.</u></p> <p>The University will ensure that there is accessible and available space where persons may nurse and/or breastpump on each of its campuses. The availability of these locations will be promoted online along with a contact number so that individuals who wish may make arrangements for access.</p>	<p>The University has a posted family status accommodation guideline on-line and has existing available locations which may be accessed through the Centre for Human Rights. <u>The parties have also agreed to an accommodation procedure for breastfeeding.</u></p> <p>The University will ensure that there is accessible and available space where persons may nurse and/or breastpump on each of its campuses. The availability of these locations will be promoted online along with a contact number so that individuals who wish may make arrangements for access.</p>
79	U1 10.01.1	ADD NEW PARAGRAPH at end of article	Add equity group consideration to hiring process for 'tickets'	<p>Union will withdraw this proposal if the employer drops their proposal on tickets</p> <p>A minimum of 50% from one or more of the five employment equity groups will be appointed. Intersectional Employment Equity data for the bargaining unit will be used as a guide.</p>	<p>Reject this component, which is separate from the discussion on 5.03, and hold to original proposal specifically on tickets</p> <p>Employer add to counter on proposal 79 on January 8th</p> <p>UNIT 1 Amend 10.01.1(vi)</p> <p>10.01.1(vi) Where a Program is filling a ticketed course directorship opportunities they will, where all other factors and qualifications are equal, provide preference to an applicant who is a member of an Employment Equity group.</p>
80	U1 10.01.1	New	Distribution of tickets	<p>Union will withdraw this proposal if the employer drops their proposal on tickets</p> <p>A minimum of 2 tickets shall be allocated per Faculty with employees represented by CUPE 3903 to ensure equitable distribution</p>	<p>Course Directors / Tickets</p> <p>10.01.1 The parties recognize that the employer wishes to provide teaching opportunities for full-time graduate students. Such students will normally be employed in tutor 1, tutor 2, tutor 3, tutor 4, tutor 6, tutor 7, or writing instructor positions. However, during any twelve</p>

					<p>month period ending 31 August, the employer reserves the right to appoint such students to no more than <u>fifty five</u> course director positions (not including any course director positions to which full-time graduate students are appointed when there have been no suitably qualified candidates with applicable prior experience in Unit 2 for course director positions originally posted in Unit 2) and may increase this number from <u>fifty five</u> to <u>sixty five</u> course director positions where there are at least ten course director positions in the total number which have not been offered in the Unit 1 or Unit 2 bargaining unit in the previous three years. Further, the employer reserves the right to appoint such students to an as yet undetermined number of additional positions in the Faculty of Education which will be based on the number of "net new" course director positions in the faculty, subject to a process to be worked out between the parties via the Labour/Management Committee. In the event that Faculty of Education does not use all of their allotted positions, they will not be transferable to, nor can they be borrowed by, other Faculties.</p> <p>Union Failsafe Option</p> <p><u>If this occurs by March 28, 2018,</u> it is agreed that the Union may otherwise ratify the Collective Agreement without acceptance of the change to 10.01.1 above and instead exercise an option to refer this issue to an interest arbitrator.</p> <p>Within 30 days following ratification of the renewal Collective Agreement the Union may provide notice in writing of its lack of acceptance of this provision of the Collective Agreement and its intent to</p>
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					<p>instead proceed to binding interest arbitration on this provision.</p> <p>The parties will jointly agree upon an Arbitrator within ten days failing which Arbitrator Kevin Burkett will be asked to select an arbitrator to serve. The Arbitrator appointed under this agreement may establish their own procedure and their decision will be binding.</p> <p>The Arbitrator will then determine what, if any, changes should be made to Article 10.01.1.</p> <p>Also:</p> <p>If the Union agrees to an increase in number of tickets as above then the Employer will accept the Union proposal 80, by which there would be a minimum of two tickets per Faculty</p>
83	12.04.2 (ii)	New	AMENDED NEW: Equity protection	<p>Union’s response to Employer counter presented on November 27th - Union AGREED to employer counter proposal, pending 83a agreement</p> <p>Save and except for courses taught under 12.21, when a position is being posted in the hiring unit for the first time, priority will be given to applicants with the most applicable prior experience that meet the Required and/or Preferred qualifications as posted and who are members of one or more of the five employment equity seeking groups otherwise under-represented in the hiring unit for bargaining unit work, using the process and definition of intersectionality established in 5.03.</p>	<p>Employer counter presented on November 27th</p> <p>12.04(2) (ii) Save and except for courses taught under 12.21, when a position is being posted in the hiring unit for the first time, priority will be given to applicants with the most applicable prior experience that meet the Required and/or Preferred qualifications as posted and who are members of one of the employment equity seeking groups otherwise underrepresented in the hiring unit for bargaining unit work using the process and definition of intersectionality established in 5.03.</p>
83A	12.21 (iii)	Amend – add new iii)	NEW proposal Nov 13/17 to add equity protection	Union counter to address employer’s concern presented on January 25th	No

35				<p>iii) Within the term of the Collective Agreement, hiring units will ensure that a minimum of 50% of requests to design courses shall be made to individuals who are members of 1 or more of the 5 employment equity seeking groups.</p>	
85	U1 4.04.13	New	Create an of Office of Equity, Diversity, Inclusion, and Intersectionality	<p>During negotiations the parties discussed the advancement of Equity, Diversity, Inclusion, and Intersectionality. The President confirmed to Senate that a VP level position will be created to lead on issues of equity, engagement and inclusion. The proposed time-lime for implementation is the 2018/19 academic year.</p> <p>A Council of Equity, Diversity and Inclusion will be established to support the work of the VP equity, engagement and inclusion. This Council, drawn from faculty, staff and students, will act in an advisory capacity.</p>	<p>Not a bargaining issue.</p> <p>However prior to this proposal being made to the University the President had confirmed to Senate that VP level position will be created to lead on issues of equity, engagement and inclusion.</p> <p>See Minutes of Senate.</p>
88	U1 22.04 U3 14.04	New	York to provide equity-group data on who is and is not accepted into graduate school	<p>York will make every effort to encourage applications by, and admissions of, qualified women, Aboriginal persons, racialized people ("visible minorities"), and persons with disabilities and LGBTQ-identified persons. To assess traditional imbalances in the recruitment of students from disadvantaged groups, York will track who applies, who is offered and who is accepted to graduate school, in terms of identification in one or more of the equity-seeking groups. This will be tracked both university wide and by each program</p>	<p>No. This is a request for academic / grad studies data and not employment data. Furthermore The University has just entered into an agreement to work with others and requires an opportunity to develop, design and plan forward based on the new Universities Canada Seven Principles.</p> <p>The University has committed to develop an equity, diversity and inclusion action plan in consultation with students, faculty, staff and administrators, and particularly with individuals from under-represented groups. This will also be best addressed as part of a campus-wide plan under the new Office.</p>
91	U1 12.03.2	12 03 2 Ph D students who have disabilities and who have not completed their academic requirements shall gain an additional year of	AMEND & ADD: Family- & marital-status as reason for	A PH.D student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation and who	Reject and hold to our proposal on issue

		priority pool entitlement. (See also Article 15 10) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15 10.	academic extension, clarity on priority pool funding, and MG.	as a result have not completed their academic requirements, shall gain an additional <u>2 years</u> of priority pool entitlement. Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15 10.	Employer counter proposal presented November 13 th A PH.D student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation and who as a result have not completed their academic requirements, shall gain an additional year of priority pool entitlement. Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15 10.
94	U1 4.01.1 U2 4.01.1 U3 4.01.1		Accommodation Procedure	<p>The Employer shall follow its its <u>accommodation</u> procedures as may be amended from time to time in implementing the duty to reasonably accommodate to the point of undue hardship members' needs arising from the protected grounds listed in article 4.01 and/or the Ontario Human Rights Code. All members shall have the right to union representation at each step in the accommodation process. The accommodation process is confidential.</p> <p>Where the Employer is reviewing or amending its procedures and/or otherwise if CUPE 3903 wishes, there will be consultation to discuss the process procedure and best practices for accommodation.</p> <p>The employer and the Union will establish regular, and no less than quarterly, <u>monthly</u> meetings to review those accommodation requests and plans where union representation has been sought.</p> <p>An accommodation process will be initiated <u>completed</u> within thirty (30) days following the provision of all required necessary medical or other information satisfactory to the University (including the results of any required independent medical evaluation), that identifies barriers, restrictions and/or limitations arising from the prohibited ground.</p>	<p>Employer counter presented on January 21st 2017</p> <p>Add additional language to end of their original counter –</p> <p>An accommodation process will be initiated within thirty (30) days following the provision of all necessary medical or other information satisfactory to the University, (including the results of any required independent medical evaluation), that identifies barriers, restrictions and/or limitations arising from the prohibited grounds.</p> <p>Counter proposal resented by Employer November 13th The Employer shall follow its procedures as may be amended from time to time in implementing the duty to reasonably accommodate to the point of undue hardship members' needs arising from the protected grounds listed in article 4.01 and/or the Ontario Human Rights Code. All members shall have the right to union representation at each step in the accommodation process. The accommodation process is confidential.</p>

					<p>Where the Employer is reviewing or amending its procedures and/or otherwise if CUPE 3903 wishes, there will be consultation to discuss the process and best practices for accommodation.</p> <p>The employer and the Union will establish regular, and no less than quarterly, meetings to review those accommodation requests and plans where union representation has been sought.</p>
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Communications and Union Rights

#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
97	U2	New	Retention of Library Services upon Retirement	The Employer agrees to maintain in perpetuity Library for members following retirement	

Professional Development

#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
103	U2 15.21	Effective September 1, 2012 the employer will allocate \$250,000 for the distribution of a Professional Expense Reimbursement which will be made available to Unit 2 employees on the following basis: \$350 for each type 1 or equivalent position (prorated for type 2 or "partial" appointments) to a maximum of \$1,050 per year. At the end of each contract year the unexpended portion of these funds shall be rolled over for following years with the following condition: any individual PER allocations which remain unspent after 3 years of initial allocation will be reabsorbed into the fund. The criteria and procedures regarding the administration of the Professional Expense Reimbursement will be subject to the approval of the Labour/Management Committee.	Extending Professional Reimbursements	Effective September 1, 2017 the employer will allocate \$275,000 for the distribution of a Professional Expense Reimbursement which will be made available to Unit 2 employees on the following basis: \$375 for each type 1 or equivalent position (prorated for type 2 or "partial" appointments) to a maximum of \$1,150 per year. At the end of each contract year the unexpended portion of these funds shall be rolled over for following years with the following condition: any individual PER allocations which remain unspent after 3 years of initial allocation will be reabsorbed into the fund. The criteria and procedures regarding the administration of the Professional Expense Reimbursement will be subject to the approval of the Labour/Management Committee.	Reject and Hold Effective September 1, 2018 the employer will allocate \$275,000 for the distribution of a Professional Expense Reimbursement fund which will be made available to Unit 2 employees on the following basis: \$375 for each type 1 or equivalent position (prorated for type 2 or "partial" appointments) to a maximum of \$1,150 per year. At the end of each contract year the unexpended portion of these funds shall be rolled over for following years. The criteria and procedures regarding the administration of the Professional Expense Reimbursement will be subject to the approval of the Labour/Management Committee.

104	U1 15.15	<p>The employer shall maintain a fund to defray research costs incurred by full time graduate students who hold or have held a position in the bargaining unit. In 2011- 2012 the amount allocated to the fund shall be \$80,000. Effective September 1, 2012, the amount allocated to the fund shall be \$100,000. Any unexpended monies shall be retained in the fund.</p> <p>The Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the Employer, and the Dean of the Labour/ Management Committee. All research costs grants shall be in varying amounts up to \$1,500 per academic year. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.</p>	Unit 1 Research Costs Fund	<p>The employer shall maintain a fund to defray research costs, including printing, incurred by full time graduate students who hold or have held a position in the bargaining unit. Effective September 1, 2018, the amount allocated to the fund shall be \$110,000 per contract year. Any unexpended monies shall be retained in the fund. All research costs grants shall be in varying amounts up to \$1,800 per academic year.</p> <p>The Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the Union, one full-time faculty member selected by the Employer and the Dean of Graduate Studies or designate, using criteria and procedures approved by the labour/management committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.</p>	<p>Reject and Hold</p> <p>Employer counter presented February 20th</p> <p>The employer shall maintain a fund to defray research costs incurred by full time graduate students who hold or have held a position in the bargaining unit. Effective September 1, 2018, the amount allocated to the fund shall be \$110,000 per contract year. Any unexpended monies shall be retained in the fund. All research costs grants shall be in varying amounts up to \$1,600 per academic year.</p> <p>The Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the Union, one full-time faculty member selected by the Employer and the Dean of Graduate Studies or designate, using criteria and procedures approved by the labour/management committee.. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.</p>
107	U1 15.16 U2 15.19 U3 19	Effective September 1, 2011, the employer agrees to contribute \$125,000 to the Professional Development Fund.	Amend and add Increase Professional Development Fund	Effective September 1, 2018, the employer agrees to contribute \$137,000 per contract year to the Professional Development Fund.	<p>Effective September 1, 2018 the employer agrees to contribute \$150,000 to the Professional Development Fund per contract year.</p> <p>The purposes, criteria, procedures, eligibility and priorities for distribution of these monies shall be established by the Labour/ Management Committee. \$15,000 of this money shall be specifically earmarked for individual member activities while participating in the Career Advancement Program.</p> <p>The monies shall be handled by the union, in accordance with the decisions of the</p>

					Labour/ Management Committee. An annual report on the disbursement of the monies shall be submitted in writing to the Labour/ Management and the Associate Vice-President Teaching and Learning. Any unspent monies shall roll over into the subsequent contract period.
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Pedagogy					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
108	U1 16 U2 16	See current collective agreement	Class size - Amend and add November 20th Amended for clarity	U2 16.03 A course director shall be assigned assistance and/or additional compensation to reflect course enrolments above fifty as follows: (a) The assistance assigned shall be at least in the form of marker/grader assistance; (b) The assistance shall be at least at the rate of fifteen hours for each block of five students, or portion thereof, exceeding fifty; (c) Assistance shall be provided from the commencement of the course where the projected enrolment exceeds fifty, but the assistance may be modified so as to reflect the actual enrolment as of the first official enrolment reporting date in each session; (d) Where the projected enrolment is fifty or less but actual enrolment as of the first official enrolment reporting date in each session exceeds fifty, assistance shall be provided as per (a) and (b). (e) In any event, hiring units are not permitted to enroll beyond one block of five additional students, or portion thereof. 16.05.4 With respect to Clinical Course Directorships in the Department of Nursing, additional payment for 12 hours, 8 hours or 16 hours per week (depending on clinical day) shall be	No

				<p>distributed at the marker/grader rate for each additional student above and beyond the group sizes specified below:</p> <p>Clinical course size caps:</p> <p>1900-7 students (total of 42 hours max)</p> <p>2522-7 students (total of 144 hours max)</p> <p>2523-7 students (total of 192 hours max)</p> <p>2731-6 students (total of 96 hours max)</p> <p>4131-6 students (total of 192 hours max)</p> <p>3524-7 students for mental health and 4 students for peds (total of 144 hours max)</p> <p>4526-7 students (total of 144 hours max)</p> <p>4525-8 students</p> <p>4527-14 students</p> <p>4150-12 students</p> <p>CCDs must agree to taking on additional students and are not required to do so</p>	
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Health and Safety (1 Proposal)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
110	U1 15.02 U2 15.02 U3 11.03			<p>D 15.02.7 ADD NEW final paragraph: The employer will ensure CUPE 3903 has representation on all committees or working groups that address health and safety, community safety, accessibility, sexual violence and any other committees about safety and/or human rights issues</p> <p>E 15.02.8 ADD NEW: Workplace hazards, including repairs to Automatic Door Openers, emergency lights, emergency call buttons will be addressed with 5 working days. A written follow up to inspection reports, with clear deadlines, will be sent to the JHSC within 10 working days of receiving the report. All 3903 members shall be immediately notified, via email and via LCD screens on all campuses, of but not limited to the following: (a) bomb threats,</p>	

				<p>(b) any event which triggers an evacuation or other emergency response procedures, (c) any event which triggers calls to emergency response services, (d) any threats targeting particular groups on matters of race, gender, religion, ethnicity, ability, or sexuality, and (e) any other threats to the York community that may impact the wellbeing and safety of campus members.</p> <p>Grievances resulting from a failure to adhere this article as a whole shall be filed at Step 4.</p>	
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