

**CUPE 3903 Extension Framework – December 14, 2020:** This proposal framework is tabled without prejudice to the Union’s tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations, and the Union’s interpretation of collective agreement language in any current or future grievance.

<b>WAGES, BENEFITS AND FUNDS</b>				
<b>#</b>	<b>Article Number</b>	<b>Prior Collective Agreement Language</b>	<b>Rationale</b>	<b>Proposed Collective Agreement Language</b>
		Framework for discussing monetary items	Salary, benefits and permanent funds	Increase salary rates, funds and benefits within the framework of Bill 124, drawn from 1% of the full costing of the CAs
1	U1 10.04.4	NEW	Penalty 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 to the Employee as a penalty.
2	U1 10.07	NEW	Penalty for late GIA payments	<b>Except in exceptional circumstances, Grant-in-Aid payments should be deposited no later than the regular pay day for each contract month.</b>  <b>If the Employer fails to meet one of the above deadlines, the Employer shall pay a penalty to the Union of \$_____, payable to the Ways and Means Fund for each incident.</b>

3	U1 10.12	The Faculty of Graduate Studies will make best efforts to post the monies to the students' accounts by November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term.	Penalty for late GFA payments	<p>The Faculty of Graduate Studies shall <del>make best efforts to</del> post the monies to the students' accounts by November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term.</p> <p><b>If the Employer fails to meet one of the above deadlines, the Employer shall pay a penalty to the Union of \$_____, payable to the Ways and Means Fund for each incident.</b></p>
4	U1 15.13.4 U2 15.12.4 U3 15.09.3	A Child Care Fund in the amount of \$260,000 will be made available in each of 2018-19 and 2019-2020. 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.	Childcare Fund	<p><del>A Child Care Fund in the amount of \$260,000 will be made available in each of 2018-19 and 2019-2020.</del> <b>Effective September 1, 2020, and every 12 months thereafter, the Employer agrees to contribute \$_____ to the Childcare Fund annually.</b> 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.</p>
5	U1 15.17 U2 15.20 U3 10.12	<p>The Employer shall transfer \$12,500 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/ conferences related to their employment. Any unexpended monies shall be retained in the Fund.</p> <p>The Tuition Costs Fund shall be administered by a four-person committee consisting of two members of the bargaining units selected by the union, one full-time faculty member</p>	Professional Development and Tuition Cost Funds	<p>The Employer shall transfer \$_____ from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/ conferences related to their employment. Any unexpended monies shall be retained in the Fund.</p> <p><del>The Tuition Costs Fund shall be administered by a four-person committee consisting of two members of the bargaining units selected by the union, one full-time faculty member selected by</del></p>

		selected by the employer, and the Director of the Centre for Support of Teaching or designate, using criteria and procedures approved by the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.		<del>the employer, and the Director of the Centre for Support of Teaching or designate, using criteria and procedures approved by the Labour/Management Committee</del> <b>the Professional Development Fund Committee of the Union.</b> An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.
6	U1 15.27 U2 15.30 U3 22	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.	Extended Health Benefits Fund	<del>On each of September 1, 2018 and September 1, 2019,</del> <b>Effective September 1, 2020, and every 12 months thereafter, the Employer will provide to CUPE 3903 a total amount of \$_____ annually</b> 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 15.29 U2 15.25 U3 26	For the contract year September 1, 2018-2019, the Employer will provide to CUPE 3903's Trans Feminist Action Caucus a total amount of \$50,000 to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence.  For the contract year 2019-2020, \$10,000 will be provided to CUPE 3903's Trans Feminist Action Caucus and \$40,000 will be provided to the Sexual Violence Response Centre. The	Sexual Assault Survivors Support Fund	<del>For the contract year September 1, 2018-2019,</del> <b>Effective September 1, 2020, and every 12 months thereafter,</b> the Employer will provide to CUPE 3903's Trans Feminist Action Caucus a total amount of \$50,000 annually to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence.  <del>For the contract year 2019-2020, \$10,000 will be provided to CUPE 3903's Trans Feminist Action Caucus and</del>

		Sexual Violence Response Centre will meet quarterly with the Union, or at reasonable request, to discuss access to and distribution of these monies.		<del>\$40,000 will be provided to the Sexual Violence Response Centre. The Sexual Violence Response Centre will meet quarterly with the Union, or at reasonable request, to discuss access to and distribution of these monies.</del>
8	U1 Letter of Intent 6	NEW	Penalty for late ITO payments	<p><b>The Faculty of Graduate Studies will post the monies to the students' accounts by November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term.</b></p> <p><b>If the Employer fails to meet one of the above deadlines, the Employer shall pay a penalty to the Union of \$____, payable to the Ways and Means Fund for each incident.</b></p>
9	U2 15.27	<p><b>POST-RETIREMENT BENEFITS</b></p> <p>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, defined for the purposes of post-retirement benefits only as the voluntary severance of the employment relationship with the University at or following the date on which the employee first became eligible to receive a monthly pension from the York University Pension Plan, in the form of a retiree health care spending account as follows:</p>	Post-retirement benefits	<p><b>POST-RETIREMENT BENEFITS</b></p> <p>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, defined for the purposes of post-retirement benefits only as the voluntary severance of the employment relationship with the University at or following the date on which the employee first became eligible to receive a monthly pension from the York University Pension Plan, in the form of a retiree health care spending account as follows:</p> <p>a) each retiree's health care spending account will have an annual limit of</p>

		<p>a) each retiree's health care spending account will have an annual limit of \$1800 (in line with paramedic benefits)</p> <p>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 year.</p> <p>Any unspent portion of the Employer's annual contribution will be carried forward to the next year;</p> <p>In order to be eligible for the post-retirement benefits the employee must:</p> <p>a) be enrolled in the York University Pension Plan;</p> <p>b) provide written notice to Pensions and Benefits that she is retiring and permanently sever her employment relationship with the University in the Unit 2 bargaining unit;</p> <p>c) retire the first of the month following the end of her last unit 2 contract; d) elect to receive a monthly pension from the York University Pension Plan.</p> <p>Employees who retire according to the terms of this article shall be accorded a continuation of email privileges, subject to availability.</p>		<p><del>\$1800</del> <b>\$3000</b> (in line with paramedic benefits)</p> <p>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 year.</p> <p>Any unspent portion of the Employer's annual contribution will be carried forward to the next year;</p> <p>In order to be eligible for the post-retirement benefits the employee must:</p> <p>a) be enrolled in the York University Pension Plan;</p> <p>b) provide written notice to Pensions and Benefits that she is retiring and permanently sever her employment relationship with the University in the Unit 2 bargaining unit;</p> <p>c) retire the <del>first of the month</del> <b>within 36 months</b> following the end of her last unit 2 contract; d) elect to receive a monthly pension from the York University Pension Plan.</p> <p>Employees who retire according to the terms of this article shall be accorded a continuation of email privileges; <del>subject to availability.</del></p>
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10	U3 Letter of Understanding – Graduate Assistant Training	NEW	Joint GAT Fund Committee	<p><b>(i) The Employer and the Union shall share oversight responsibilities for the Graduate Assistant Training (GAT) Fund through the creation of a joint GAT Fund Committee. The Committee shall consist of an equal number of representatives from both parties to oversee, implement, and administer the Fund. A representative of each party shall be designated as a joint Chair. The Committee shall meet once each semester. The Committee shall also be tasked with establishing a non-competitive equitable process for the distribution of the funds.</b></p> <p><b>(ii) The Employer shall provide the Union with a GAT Fund report once per term (Oct 15; Feb 15; Jun 15) that shall include the following:</b></p> <p><b>(1) all applications to the Fund; (2) all Graduate Assistant postings arising out of awards from the Fund, and; (3) the distribution of funds, including the posting number, the Principal Investigator’s name, the Union member’s information, and the amount awarded.</b></p> <p><b>(iii) The amount of \$175,000.00 from the Unit 3 GA Bursary Fund will be reallocated to the GAT Fund for every year of the collective agreement (CA). Any unspent monies from the GAT</b></p>
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				Fund will be rolled over into the next year of the CA.
11	U3 Letter of Understanding – Graduate Assistant Training	NEW	Matching costs and funding	<p><b>(i) The Employer shall cover 85% of the standard benefit rate associated with the hiring of an employee into a Unit 3 position. The Employer shall take steps to ensure that Principal Investigators face no institutional barriers to hiring Graduate Assistants. The Employer shall guarantee that the portion of the standard benefit rate that a Principal Investigator must cover in hiring a Unit 3 GA shall not exceed 15% in any faculty or department.</b></p> <p><b>(ii) The Employer shall match 50% of the Principal Investigator’s research funding to cover the cost of wages associated with the hiring of an employee into a Unit 3 position.</b></p>

**TUITION AND FUNDING**

#	Article Number	Prior Collective Agreement Language	Rationale	Proposed Collective Agreement Language
12	U1 15.09.2	<p>Full-time graduate students who have served on the CUPE 3903, CUPE Ontario or National Executive, or OUWCC Executive for at least six months may, on the basis of such service, submit petitions for academic extensions for a total of twelve months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on service on the union executive, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing, including the basis upon which she decided that the effect of such service upon the progress of the student's work was not sufficient to grant the petition, to the individual with a copy to the Union. Such a request shall not be unreasonably denied. Petitions of full time graduate students which are granted shall be granted for full-time status with an additional year in the priority pool and petitions of part-time students which are</p>	<p>Eliminate discrimination for accessing different CA rights, especially for members with disabilities</p>	<p>Full-time graduate students who have served on the CUPE 3903, CUPE Ontario or National Executive, or OUWCC Executive for at least six months may, on the basis of such service, submit petitions for academic extensions for a total of twelve months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on service on the union executive, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing, including the basis upon which she decided that the effect of such service upon the progress of the student's work was not sufficient to grant the petition, to the individual with a copy to the Union. Such a request shall not be unreasonably denied. Petitions of full time graduate students which are granted shall be granted for full-time status with an additional year in the priority pool and petitions of part-time students which are</p>

		granted shall be granted for part-time status.		granted shall be granted for part-time status.  <b>A member's eligibility for a program extension on the basis of executive service shall not be affected by that member accessing or having accessed other program extension provisions outlined in the collective agreement.</b>
13	U1 15.09.4	Full-time graduate students who have served on the CUPE 3903 bargaining team may, on the basis of such service, submit petitions for academic extensions for a total of twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on service on the union bargaining team, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing, including the basis upon which she decided that the effect of such service upon the progress of the student's work was not sufficient to grant the petition to the individual with a copy to the union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status with an additional year in	Eliminate discrimination for accessing different CA rights, especially for members with disabilities	Full-time graduate students who have served on the CUPE 3903 bargaining team may, on the basis of such service, submit petitions for academic extensions for a total of twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on service on the union bargaining team, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing, including the basis upon which she decided that the effect of such service upon the progress of the student's work was not sufficient to grant the petition to the individual with a copy to the union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status with an additional year in the

		the priority pool and petitions of part-time students which are granted shall be granted for part-time status.		<p>priority pool and petitions of part-time students which are granted shall be granted for part-time status.</p> <p><b>A member's eligibility for a program extension on the basis of bargaining team service shall not be affected by that member accessing or having accessed other program extension provisions outlined in the collective agreement.</b></p>
14	U1 Letter of Understanding	NEW	Include Fellowship in Collective Agreement	<p><b>When the minimum guarantee is fulfilled in the form of the York Graduate Fellowship, no additional work or performance of tasks are required to receive the full amount of the York Graduate Fellowship. The York Graduate Fellowship will not be reduced in any amount unless the Unit 1 member has received a scholarship worth at least \$35,000 a year. Additional work, in the form of a TAsip, GAsip, RAsip, work-study program, or internship undertaken by Unit 1 members who qualify for the minimum guarantee, will not erode the amount of the minimum guarantee when it is given in the form of the Fellowship. All additional work performed by Unit 1 members shall count as additional income on top of and in addition to the Fellowship amount given to fulfill the minimum guarantee.</b></p>

			<p><b>Unit 1 members within the priority pool who receive the York Graduate Fellowship to satisfy the minimum guarantee component of their funding package will be notified of this by the 10th day of the first month of the new semester and they will have the choice to:</b></p> <p><b>1) receive the Fellowship in three equal installments which will be posted directly to their student account by the 30th day of the first month of the new term in order to pay their tuition directly. Unit 1 members who choose to receive the Fellowship in the form of 3 equal installments posted directly to their student account will not be charged interest on tuition; or</b></p> <p><b>2) receive the amount of the Fellowship divided into four equal installments paid over the summer months on the 25th day of each month in order to guarantee a monthly summer income.</b></p> <p><b>Unit 1 members shall choose how they receive the Fellowship as a part of their TAsip offer of appointment. Unit 1 members shall be given the choice to indicate how they receive the Fellowship model on an annual basis as a part of their TAsip offer of employment to address the changing</b></p>
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				<p>financial circumstances often faced by precariously employed graduate students.</p> <p><b>Unit 1 members who do not indicate how they choose to receive the Fellowship will not be considered to be waiving their minimum guarantee. No member of the bargaining unit will be deemed to have waived their right to the minimum guarantee until a Union representative and the member have signed an agreement with the Employer stating an intention to do so. If the student has failed to indicate how they wish to receive the amount of the fellowship, they will automatically receive the form of the Fellowship as four equal installments over the summer months paid on the 25th day of each month, unless they indicate otherwise to the Faculty of Graduate Studies. The Employer is responsible for communicating to each Unit 1 member the method by which they will receive the Fellowship by the 15th day of the first month of the semester.</b></p>
15	U1 Letter of Agreement  Point A	<p>Eligibility criteria are:</p> <ul style="list-style-type: none"> <li>• member of the bargaining unit during the preceding 12-month period, including those on leaves of absence under the collective agreement;</li> <li>• in the Priority Pool;</li> </ul>	Priority pool eligibility to members in year 6	<p>Eligibility criteria are:</p> <ul style="list-style-type: none"> <li>• member of the bargaining unit during the preceding 12-month period, including those on leaves of absence under the collective agreement;</li> <li>• in the Priority Pool;</li> </ul>

	<ul style="list-style-type: none"> <li>• have applied where appropriate and accepted when offered a teaching assistantship or other work;</li> <li>• must be continuously registered on a full-time basis for the following 12-month period;</li> </ul> <p>[...]</p>		<ul style="list-style-type: none"> <li>• have applied where appropriate and accepted when offered a teaching assistantship or other work;</li> <li>• <del>must be continuously registered on a full-time basis for the following 12-month period;</del></li> </ul> <p>[...]</p>
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<b>WORKLOAD, PEDAGOGY AND JOB SECURITY</b>				
<b>#</b>	<b>Article Number</b>	<b>Prior Collective Agreement Language</b>	<b>Rationale</b>	<b>Proposed Collective Agreement Language</b>
16	U1 10.02.2 (iii)	NEW	Paid voluntary training on job requirements	<b>Reserve</b>
17	U1 12.07.2 (ii)	NEW  The current clause would become (i) and the additions would follow (i).	Establishing deadlines for Unit 1 contracts	<b>Except in exceptional circumstances, Offers of Appointment for the Fall/Winter session will be issued by July 7.</b>
18	U1 12.07.2 (iii)	NEW	Establishing deadlines for Unit 1 contracts	<b>Except in exceptional circumstances, Offers of Appointment for the Winter session will be issued by November 1.</b>
19	U1 12.07.2 (iv)	NEW	Establishing deadlines for Unit 1 contracts	<b>Except in exceptional circumstances, Offers of Appointment for the Summer session will be issued by April 1.</b>
20	U1 12.07.2 (v)	NEW	Penalty for late offers of appointment	Where the Employer fails to issue an Offer of Appointment on or before the dates indicated in 12.07.2 (ii), 12.07.2 (iii) and 12.07.2 (iv), the Employer shall pay a <b>penalty to the Union of \$_____</b> , payable to the <b>Ways and Means Fund</b> for each incident.
21	U1 16.04.(e) U2 16.04.(e)	(e) Where the group is in the Faculty of Fine Arts Departments of Music and Dance, and where the principal focus of the course is performance involving movement, dancing, choreography,	Addressing job security, workload and student success	(e) Where the group is in the Faculty of Fine Arts Departments of Music and Dance, and where the principal focus of the course is performance involving movement, dancing, choreography,

		singing or playing of instruments. It is understood that (e) does not apply when the group is being led by the course director. It is also understood that (e) is not meant to include orchestras, bands or choirs;		singing or playing of instruments. <del>It is understood that (e) does not apply when the group is being led by the course director.</del> It is also understood that (e) is not meant to include orchestras, bands or choirs;
22	U1 16.05.1 U2 16.05.1	<p>With respect to teaching groups in which students are formally enrolled:</p> <p>(i) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of ten hours for each block of three students, or portion thereof, exceeding:</p> <ul style="list-style-type: none"> <li>• Teaching Group (a): twenty-five for a one-hour group, thirty for a one-and-one-half hour or two-hour group;</li> <li>• Teaching Group (b): forty;</li> </ul> <p>(ii) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of eleven hours for each block of 3 students, or portion thereof, exceeding:</p> <ul style="list-style-type: none"> <li>• First year 9-credit Foundations tutorials (g): twenty-five</li> <li>• Second year 9-credit Foundations tutorials (h): twenty-eight</li> </ul>	Addressing job security, workload and student success	<p>With respect to teaching groups in which students are formally enrolled:</p> <p>(i) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of ten hours for each block of three students, or portion thereof, exceeding:</p> <ul style="list-style-type: none"> <li>• Teaching Group (a): <del>twenty-five</del> <b>twenty</b> for a one-hour group, <del>thirty</del> <b>twenty-five</b> for a one-and-one-half hour or two-hour group;</li> <li>• Teaching Group (b): <del>forty</del> <b>thirty-five</b>;</li> </ul> <p>(ii) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of eleven hours for each block of 3 students, or portion thereof, exceeding:</p> <ul style="list-style-type: none"> <li>• First year 9-credit Foundations tutorials (g): <del>twenty-five</del> <b>twenty</b></li> <li>• Second year 9-credit Foundations tutorials (h): <del>twenty-eight</del> <b>twenty-three</b></li> </ul>

23	U1 16.05.3 (ii) U2 12.16.5	Effective September 1, 1999, 1000-level Foundations tutorials will have a trigger set at 25 and an upper class size limit of 28. 2000-level Foundations tutorials will have a trigger set at 28 and an upper class size limit of 31.	Addressing job security, workload and student success	Effective September 1, 1999, 1000-level Foundations tutorials will have a trigger set at <del>25</del> <b>20</b> and an upper class size limit of <del>28</del> <b>23</b> . 2000-level Foundations tutorials will have a trigger set at <del>28</del> <b>23</b> and an upper class size limit of <del>31</del> <b>26</b> .
24	U1 16.05.3 (iii) U2 12.16.6	Normally, the size of 1000-level foundations tutorials shall not exceed 25 at the November 1 count, and the size of 2000-level Foundations tutorials shall not exceed 28 at the November 1 count.	Addressing job security, workload and student success	Normally, the size of 1000-level foundations tutorials shall not exceed <del>25</del> <b>20</b> at the November 1 count, and the size of 2000-level Foundations tutorials shall not exceed <del>28</del> <b>23</b> at the November 1 count.
25	U2 10.04.1	NEW	Per Hayes award	<b>Clinical Course Directors</b>
26	U2 10.04.2	NEW	CCD definition	<b>“Clinical Course Director” shall be defined as an individual whose primary activity is to provide practical instruction to students in clinical and lab settings on the application of practical knowledge, where the primary activity is limited to clinical or public health practice, and where the teaching, supervising (direct and indirect), and mentoring of students in the clinical and lab settings, and associated duties, are directly related to the practicum of the students’ programs.</b>
27	U2 10.05.8	NEW	Addressing workload, training and professional development	<b>If the Employer requires an individual to attend additional orientations, course-specific orientations, professional development, orientations at third party agencies, or</b>

				<b>train-the-trainer sessions in excess of 16 hours or 24 hours as limited by the provision above, they shall be paid at the marker/grader rate.</b>
28	U2 11.01.3	The qualifications posted for all positions in the bargaining unit must be reasonable and demonstrably relevant to the posted position, including in cases where tutor positions are posted in Unit 1 and Unit 2. In the Department of Nursing, qualifications set with respect to proof of practice will be reasonably connected to the duties of the position.	Eliminating the Proof of Practice requirement	The qualifications posted for all positions in the bargaining unit must be reasonable and demonstrably relevant to the posted position, including in cases where tutor positions are posted in Unit 1 and Unit 2. In the Department of Nursing, qualifications <del>set with respect to proof of practice</del> will be reasonably connected to the duties of the position. <b>The Employer shall not require employees to furnish letters from third party agencies providing proof of practice.</b>
29	U2 11.13	Subject to the limitations arising out of the confirmation of a practicum arrangement with a third party, placement confirmations for clinical course directors (CCDs) in the School of Nursing shall be posted at least two weeks in advance of the start date.	Penalty for late offers of appointment	Subject to the limitations arising out of the confirmation of a practicum arrangement with a third party, placement confirmations for clinical course directors (CCDs) in the School of Nursing shall be posted at least <del>two</del> <b>eight</b> weeks in advance of the <b>contract</b> start date.  <b>If the Employer posts a confirmation less than four weeks in advance of the contract start date, the Employer shall pay to the appointed CCD a penalty of 10% of the CCD's salary for that academic session pursuant to the contract(s) and the collective agreement.</b>

30	U2 12.01	<p><b>CONTINUING SESSIONAL STANDING PROGRAM</b> Eligibility</p> <p>Bargaining unit employees shall be granted Continuing Sessional Standing upon the completion of three consecutive contract years (September 1 to August 31) with an average annual minimum teaching intensity of 2 Type 1 or equivalent positions over the three years. Further:</p> <p>(i) All employees who met the criteria outlined above as of September 1, 2014 will be granted Continuing Sessional Standing effective the date of ratification of the 2014-2017 collective agreement.</p> <p>(ii) All employees with Continuing Sessional Standing will retain this status unless and until such status ends pursuant to the terms set out below.</p> <p>(iii) The contract year (September 1 to August 31) will be used for the purposes of determining whether the eligibility criteria for Continuing Sessional Standing have been met.</p> <p>Appointment Process</p> <p>(i) A list of employees who have Continuing Sessional Standing shall be produced by the Employer by October 1st of each year.</p> <p>(ii) On or before each November 1st, employees with Continuing Sessional Standing shall, for each applicable</p>	CSSP	<p><b>CONTINUING SESSIONAL STANDING PROGRAM</b> Eligibility</p> <p>Bargaining unit employees shall be granted Continuing Sessional Standing upon the completion of <del>three</del> <b>five</b> consecutive contract years (September 1 to August 31) with an average annual minimum teaching intensity of <del>2</del> <b>1</b> Type 1 or equivalent positions (<b>0.5 Type 1 for members of EE groups OR 1 Type 1 over three consecutive years, TBD in bargaining</b>) over the <del>three</del> <b>five</b> years. Further:</p> <p>i. All employees who met the criteria outlined above as of September 1, 2014 will be granted Continuing Sessional Standing effective the date of ratification of the 2014-2017 collective agreement.</p> <p>ii. All employees with Continuing Sessional Standing will retain this status unless and until such status ends pursuant to the terms set out below.</p> <p>iii. The contract year (September 1 to August 31) will be used for the purposes of determining whether the eligibility criteria for Continuing Sessional Standing have been met.</p> <p>Appointment Process</p>
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	<p>hiring unit, submit an updated curriculum vitae and provide notice of intent to participate in the Continuing Sessional Standing appointment exercise by filling out the appropriate section of the Blanket Application Form.</p> <p>(iii) By no later than January 22nd, a list of all of the courses identified for Unit 2 posting for the upcoming Summer, Fall and Winter Terms as of this date will be posted electronically in a location accessible to employees and the Union.</p> <p>(iv) By no later than January 22nd, hiring units will offer employees who have provided notice of their intent to participate in the Continuing Sessional Standing Program courses from the posted list for which they are the most senior qualified candidate among employees participating in the Continuing Sessional Standing Program in the hiring unit according to the process in 12.03.1 and 12.03.2.</p> <p>(v) Offers of appointment will be copied to the other participating candidates in the hiring unit and all offers of appointment will be copied to the Union.</p> <p>(vi) A three-week deadline will be provided for offers to be accepted, counted from January 22nd.</p> <p>(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</p>		<p>i. A list of employees who have Continuing Sessional Standing shall be produced by the Employer by October 1st of each year. <b>The Employer will notify each eligible member and invite them to apply for the program by either mail and/or email.</b></p> <p>ii. On or before each November 1st, employees with Continuing Sessional Standing shall, for each applicable hiring unit, submit an updated curriculum vitae and provide notice of intent to participate in the Continuing Sessional Standing appointment exercise by filling out the appropriate section of the Blanket Application Form.</p> <p>iii. By no later than January 22nd, a list of all of the courses identified for Unit 2 posting for the upcoming Summer, Fall and Winter Terms as of this date will be posted electronically in a location accessible to employees and the Union</p> <p>iv. <del>By no later than January 22nd, hiring units will offer employees who have provided notice of their intent to participate in the Continuing Sessional Standing Program courses from the posted list for which they are the most senior qualified candidate among employees participating in the Continuing Sessional Standing Program in the hiring unit according</del></p>
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		<p>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.</p> <p>(viii) Following the conclusion of the Continuing Sessional Standing Program exercise, assignments which were not accepted will be posted during the common posting periods, together with other assignments not included in the Continuing Sessional Standing Program exercise.</p> <p><b>Continuing Sessional Standing Program Guarantee</b></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</p>		<p><del>to the process in 12.03.1 and 12.03.2.</del></p> <p><b>Appointments will be made to the most senior qualified candidate (art. 12.04.1) among employees participating in the Continuing Sessional Standing Program in the hiring unit according to the process in articles 12.03.1 and 12.03.2. Where qualified candidates are of approximately equal seniority and one candidate is a member of a designated equity group the offer will be made to that candidate. The hiring units shall appoint no less than 65% of their CSSP positions to members of designated equity seeking groups.</b></p> <p><b>By no later than January 22nd, hiring units will issue a “Notice of Recommended Appointment” marked CSSP in the form contained in Appendix A to employees who have provided notice of their intent to participate in the CSSP.</b></p> <p>v. <b>Participants in the CSSP shall be appointed to no less than 1 Type 1 or equivalent positions per contract year.</b> Offers of appointment will be copied to the other participating candidates in the hiring unit and all offers of</p>
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		<p>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> <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</p>		<p>vi. appointment will be copied to the Union.</p> <p>A three-week deadline will be provided for offers to be accepted, counted from January 22nd. <b>After the expiration of the CSSP Notice of Recommended Appointment, and in the absence of a query or grievance, all contracts will be issued forthwith.</b></p> <p>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 CSSP 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 CSSP.</p> <p>viii. Following the conclusion of the CSSP exercise, assignments which were not accepted will be posted during the common posting periods, together with other assignments not included in the CSSP exercise.</p> <p>Continuing Sessional Standing Program Guarantee</p>
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		<p>Sessional Standing Program shall communicate such election in writing to Faculty Relations.</p> <p><b>Cessation of Continuing Sessional Standing</b>  Employees who meet the eligibility criteria for Continuing Sessional Standing shall maintain this status for a minimum of five contract years and shall continue in this status for successive five 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 five 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 five contract year period, she will no longer have Continuing Sessional Standing.</p>		<p>Employees with Continuing Sessional Standing who have a minimum average annual teaching intensity of <del>2</del> <b>1</b> Type 1 or equivalent <b>positions (0.5 Type 1 for members of EE groups OR 1 Type 1 over three consecutive years, TBD in bargaining)</b> over the previous <b>3</b> contract years and who are offered 2/3 or less of their average number of Type 1 or equivalent positions based on the previous <b>3</b> contract year period will, upon application, receive as a <del>one-time</del> 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 <b>3</b> 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. <del>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.</del></p> <p>To qualify for the payment described in the paragraph above an employee must have:</p>
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			<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> <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 <b>3</b> contract years and has received <del>the two one-time</del> 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><b>Cessation of Continuing Sessional Standing</b></p> <p>Employees who meet the eligibility criteria for the Continuing Sessional Standing shall maintain this status <b>in subsequent years until such time as they provide notice that they elect to withdraw from the Program.</b> <del>for a minimum of five contract years and shall</del></p>
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				<p>continue in this status for successive five 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 five 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 five contract year period, she will no longer have Continuing Sessional Standing.</p>
31	U2 12.24	NEW	Addressing workload issues and student success	<p><b>Where an employee is required to conduct a make-up exam, attend a make-up practicum day, work an additional day, or attend an orientation, they shall be compensated at the marker/grader rate for each hour worked. This will not apply to the clinical course directors.</b></p>
32	U2 15.03.1	NEW		<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. <b>Requests for authorization shall not be unreasonably denied.</b></p> <p><b>In the Department of Nursing, employees will be permitted to serve as authorized replacements for</b></p>

				<b>preceptored courses when colleagues are unavailable.</b>
33	U2 16.03.1	NEW	Workload issues, class size, and student success	<p><b>A clinical course director responsible for direct supervision shall have a clinical group size limit of 6 students.</b></p> <p><b>A clinical course director responsible for indirect supervision shall have a clinical group size limit of 14 students, or 12 IEN students, or 8 students in a community clinical grouping.</b></p>
34	U2 16.03.1 (a)	NEW	Workload issues, class size, and student success	<b>The School of Nursing is not permitted to enrol students above those class size limits without the permission of the clinical course director. The clinical course director shall be compensated an extra \$1000 per additional student, per contract.</b>
35	U2 24.02.1	LSTAs will be awarded for a three to five year period, depending on academic need and the recommendation of the hiring unit, and will consist of contract assignments comprising 3 full course equivalents and, subject to availability, up to 3.5 full course equivalents in each of the three to five 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	LSTAs	LSTAs will be awarded for a three to five year period, depending on academic need and the recommendation of the hiring unit, and will consist of contract assignments comprising 3 full course equivalents and, subject to availability, up to 3.5 full course equivalents in each of the three to five 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

		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.		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. <b>The Employer shall issue a notice stating the name and the courses assigned for each semester and shall post the notice on:</b> <a href="https://cupejobs.uit.yorku.ca/#">https://cupejobs.uit.yorku.ca/#</a>
36	TBD	NEW		<p><b>ALBERTYN APPOINTMENTS</b></p> <p><b>LONG SERVICE REWARD</b></p> <p>Employees who, effective September 1, 2020, are at or above the normal retirement age or who have 30 or more years of service in a teaching capacity at York University (excluding CUPE 3903 Unit 2 retirees and YUFA retirees), and who have held at least one CUPE 3903 Unit 2 teaching contract over the previous 3-year period, shall be offered a severance package including a payment in the amount equivalent to two years of salary paid at the highest salary level they have received. Employees may opt to take this severance package at any point during the 2020-2023 Collective Agreement, upon the expiry of which the offer is void.</p>

			<p><b>ELIGIBILITY</b></p> <p>The Employer will offer an Albertyn Appointment to all eligible members annually beginning with the commencement of the 2020 CUPE 3903 Unit 2 collective agreement.</p> <p>Employees who, effective September 1 preceding the date of the award of an Albertyn Appointment (AA), have fewer than 30 years of service and Applicable Prior Experience equivalent to 50 Type 1 units of APE (or 45 for members of one of the designated employment equity groups), and who have taught in the CUPE 3903 Unit 2 bargaining unit at an average intensity of 2.5 FCEs over the three previous years, including approved leaves, shall be offered an AA.</p> <p>Non-bargaining unit experience accrued under Article 12.08 shall not apply for the purposes of meeting the above eligibility requirement.</p> <p><b>NOTE:</b> For the purposes of eligibility, one year of service shall consist of any CA year in which the Employee held a teaching position in the CUPE 3903 Unit 1 or CUPE 3903 Unit 2 bargaining units.</p>
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			<p><b>TERM OF APPOINTMENT AND COMPENSATION</b></p> <p><b>AAs shall be awarded for a 10-year period and shall consist of teaching assignments comprising 3.5 FCEs in each of the 10 years of the term. Employees may opt to accept an AA at any point during the 2020-2023 Collective Agreement provided they meet the eligibility criteria above. Effective September 1, 2020, compensation for these 3.5 FCEs shall be the current applicable rate for 5.5 FCEs.</b></p> <p><b>Members shall not apply for nor be appointed to any other course in the CUPE 3903 Unit 2 bargaining unit during the period of the Albertyn Appointment.</b></p> <p><b>The Employer shall provide members with the opportunity to request preferred courses. The Employer shall attempt to assign members to their preferred courses if possible, provided no other hiring provisions in this collective agreement would be violated. Except where necessary to meet accommodation needs the final decision on course assignment shall rest with the Employer. The Employer shall have sole discretion in the assignment of the teaching positions</b></p>
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			<p>based on the teaching needs of the Faculty or hiring unit(s).</p> <p><b>CROSS APPOINTMENT</b></p> <p>Albertyn Appointments may be cross appointed between and/or among two or more hiring units or Faculties. The hiring unit or Faculty shall be noted in the AA offer.</p> <p><b>SEVERANCE</b></p> <p>At the conclusion of the 10-year period, members will retire on August 31 in the final year of the Albertyn Appointment and upon retirement shall forfeit all seniority in the CUPE 3903 Unit 2 bargaining unit. Upon retirement, members shall receive a severance payment from York University in an amount equivalent to 11 FCEs at the current applicable rate.</p> <p>Employees may opt to retire before the end of the 10-year period. If they do so, they will receive a severance payment from York University in an amount equivalent to 1 FCE at the current applicable rate per full year of service in the AA. Upon retirement, members shall forfeit all seniority in the CUPE 3903 Unit 2 bargaining unit.</p>
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				<p>It is understood that by retiring from the AA (early or at the end of the 10-year period) and collecting severance members forfeit the opportunity for additional Albertyn Appointments should they become re-employed by the University after retirement.</p>
37	U3 Letter of Understanding - Misclassification of Graduate Assistants	NEW	Job classification	<p>(i) In recognition of the continuing difficulties ascertaining who falls within the scope of the bargaining unit, the parties agree that, before Research Assistant funds are released to a full-time graduate student, the Faculty of Graduate Studies must review the Research Assistantship for the following criteria:</p> <ul style="list-style-type: none"> <li>i. Set work hours/hourly pay</li> <li>ii. Direct supervision that is not directly tied to a dissertation, thesis, or MRP project</li> <li>iii. Clerical or administrative work</li> <li>iv. Tasks in aid of a supervisor's research</li> <li>v. Research that will be published under someone else's name</li> <li>vi. Work that aids in the development of the faculty or department's curriculum, policies, regulations and/or academic development</li> <li>vii. Work in support of a research centre</li> </ul>

				<p><b>If the Research Assistant position meets any of criteria above, it must be reclassified as a Graduate Assistantship.</b></p> <p><b>The Faculty of Graduate Studies is required to provide a report each term to the Union summarizing the results of the foregoing criteria review of RAships.</b></p> <p><b>(ii) For every Research Assistant position that is successfully converted to a GAsip, the Employer shall pay a penalty of \$5000 to the Union's Ways and Means fund.</b></p>
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**EQUITY**

#	Article Number	Prior Collective Agreement Language	Rationale	Proposed Collective Agreement Language
38	U1 17.21 U2 17.23 U3 16.19	<p>DOMESTIC OR SEXUAL VIOLENCE LEAVE</p> <p>An employee may request and take a domestic or sexual violence leave where they or their child experiences or is threatened with domestic or sexual violence. This leave will be to allow the employee to seek medical attention, counselling, victim and support services, legal assistance or to relocate. The employee, if requested to do so, will provide reasonable proof signed by a qualified practitioner.</p> <p>Upon approval of such a leave the employee will be entitled to a paid leave of up to six-thirty-fifths, and the total leave may extend for up to the duration of the academic term. The details or extent of the violence threatened or experienced need not be disclosed to the Employer, and the Employer will maintain confidentiality regarding the nature of the employee's leave. In the case of an extended absence beyond ten (10) days, the employee to the best of their ability, shall keep their supervisor informed of the anticipated date of the employee's return.</p> <p>Where an employee has exhausted their sexual violence leave and sick</p>		<p>DOMESTIC, OR SEXUAL, <b>AND/OR GENDER-BASED</b> VIOLENCE LEAVE</p> <p>An employee may request and take a domestic, or sexual, <b>and/or gender-based</b> violence leave where they or <del>their child</del> <b>anyone for whom they have care responsibilities</b> experiences or is threatened with domestic, or sexual, <b>and/or gender-based</b> violence. This leave will be to allow the employee to seek medical attention, counselling, victim and support services, legal assistance or to relocate. The employee, if requested to do so, will provide reasonable proof signed by a qualified practitioner.</p> <p>Upon approval of such a leave the employee will be entitled to a paid leave of up to six-thirty-fifths, and the total leave may extend for up to the duration of the academic term. The details or extent of the violence threatened or experienced need not be disclosed to the Employer, and the Employer will maintain confidentiality regarding the nature of the employee's leave. In the case of an extended absence beyond ten (10) days, the employee to the best of their ability, shall keep their supervisor informed of the anticipated date of the employee's return.</p>

		leave and any other leave entitlement under this agreement, they may be eligible for Long Term Disability, subject to the terms of the Plan (Article 10.13).		Where an employee has exhausted their <b>domestic, sexual, and/or gender-based</b> violence leave and sick leave and any other leave entitlement under this agreement, they may be eligible for Long Term Disability, subject to the terms of the Plan (Article 10.13).
39	U2 4.04.8	The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. Such an investigation will proceed under the University Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.	Grievance procedure and investigations	The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. <b>The Employer will engage a trained investigator to undertake the formal investigation, including in respect of health and safety (e.g. harassment) complaints, within 2 days upon receipt of the complaint.</b> Such an investigation will proceed under the University Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.
40	U2 12.26	NEW	Equity hiring	<b>In any given hiring unit, the Employer shall appoint members of the five employment equity groups (i.e. Aboriginal people, persons with disabilities, visible minorities, women, and LGBTQ individuals) to a minimum of 65% of all the CUPE courses being offered in the department (after calculating LSTA and CSSP appointments). The Employer shall make 50% of such appointments to BIPOC members (with priority given to Black and Indigenous people).</b>

41	U2 24.07	<p>In the 2018-2019 contract year a minimum of 7 LSTAs will for be offered for September 1, 2019, in the 2019-2020 contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2019. To the extent practicable a minimum of one third of the total number of LSTAs over the two-year period will be made from among those who belong to one or more of the five employment equity groups (ie, aboriginal people, persons with disabilities, visible minorities, women and LGBTQ).</p>	Equity hiring for LSTAs	<p>In the <b>2020-2021</b> contract year a minimum of 7 LSTAs will for be offered for September 1, <b>2021</b>, in the <b>2021-2022</b> contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, <b>2022</b>, in the <b>2022-2023</b> contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, <b>2023</b>. <del>To the extent practicable a</del> <b>A minimum of 65%</b> of the total number of LSTAs over the two-year period will be made from among those who belong to one or more of the five employment equity groups (ie, Aboriginal people, persons with disabilities, visible minorities, women and LGBTQ). <b>The Employer shall make 50% of such appointments to BIPOC members (with priority given to Black and Indigenous people).</b></p>
42		<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 the 2014-2015 year, the 2015-2016 year and the 2016-2017 year, the Office of the Vice President Academic</p>	Equity hiring for conversions	<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 <b>\$250,000</b> available in incentive funding in each year of the collective agreement.</p> <p>(ii) <b>In each year of the collective agreement, the Office of the Vice</b></p>

		<p>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 on request.</p>		<p><b>President Academic and Provost shall make the greater of:</b></p> <p><b>a) five recommendations per year,</b></p> <p><b>or</b></p> <p><b>b) recommendations equal to 20% of the tenure-track hires in that academic year. That percentage will only apply to departments where CUPE 3903 holds at least 40% of the Course Directorships.</b></p> <p><b>For example, if in an academic year the Employer has decided to make 200 tenure track appointments throughout the University, of which 80 are in departments in which CUPE 3903 holds at least 40% of the Course Directorships, the Employer must make a minimum of 16 recommendations for that academic year.</b></p> <p><b>(iii) In each year, at least 65% of all recommendations for conversion to tenure-stream positions will be for members from one or more of the five designated employment equity-seeking groups (ie, Aboriginal people, persons with disabilities, visible minorities, women and LGBTQ individuals). From those, a minimum of 50% of the</b></p>
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				<p><b>recommendations will be for BIPOC members. Hiring units must provide written documentation of having met these thresholds.</b></p> <p>(iv) Tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by <b>April 15 and the Provost's announcement to the York community shall be made by April 30.</b> Appointments shall commence July 1.</p> <p>(v) If an applicant is not recommended by the School or Department, a <b>written</b> explanation will be provided to the applicant upon request.</p>
43	U1 10.01.1 (vi)	NEW	Equity hiring for tickets	<p><b>Every collective agreement year, the Employer shall appoint a minimum of 50% of the ticketed course directorships to qualified candidates who identify with one or more of the five employment equity groups (i.e., Aboriginal people, persons with disabilities, visible minorities, women and LGBTQ individuals).</b></p> <p><b>As individuals experience the effects of belonging to one or more of these categories simultaneously, the Employer shall make appointments in accordance with the principle of intersectionality (e.g. the Employer shall prioritize appointment of an individual identifying with two or more of the designated groups over the</b></p>

				<p>appointment of an individual identifying with one of the groups). This is consistent with the Ontario Human Rights Commission's approach that accounts for both people's multiple lived realities and the social context of discrimination. Intersectional employment equity data for the bargaining unit will be used as a guide.</p>
44	U1 4.03.1 U2 4.03.1 U3 4.03.1	NEW	Sexual Violence Training	<p>The Employer shall 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>
45	U1 10.02.2 (iii) U2 10.04.5 U3 15.03	NEW	Paid Equity Training	<p>iii) The Employer shall allocate 10 hours per term to mandatory training under the <i>Accessibility for Ontarians with Disabilities Act</i>, the <i>Occupational Health and Safety Act</i>, and any other anti-violence, anti-harassment or anti-discrimination training agreed to between the Employer and CUPE 3903.</p>
46	U1 10.01.1 (v)	(v) Preference will be given to applicants with least prior experience as a ticketed course director. Units may establish their own eligibility criteria with respect to year or years of program and/or progress toward completion; any such criteria will be communicated by the Unit to potential applicants.	More equitable distribution of ticketed courses	(v) Preference will be given to the <b>senior most qualified applicant who has not previously held a ticketed course</b> or with the least prior experience as a ticketed course director. Units may establish their own eligibility criteria with respect to year or years of program and/or progress toward completion; any

				such criteria will be communicated by the Unit to potential applicants.
47	U1 10.01.1 (vii)	NEW	Fair distribution of tickets	<b>A minimum of two ticketed course directorships shall be allocated to each faculty with employees represented by CUPE 3903 to ensure equitable distribution of ticketed directorships across faculties.</b>
48	U1 APPENDIX F		Revising the blanket application form	See separate document for amendments
49	U1 U2 U3	NEW	Definitional clause for intersectionality	<b>Reserve</b>
50	U1 22.02 U2 22.02 U3 14.02	The employer undertakes in consultation with the union to provide the union with information pertinent to the operations of the University and relevant to the bargaining unit, including, but not limited to, the following: (i) The electronic transfer, updated by 1 November each year, for current fall/winter appointments and by 1 July each year for summer appointments and with intermittent updates, as practicable, of a dataset of contracts of bargaining unit members since 1 May 1983, containing the following information for each contract:  payroll number name address (as contained on the Payroll file) telephone number (as available on the	Collection of Identity disaggregated data for purpose of employment equity analysis.	The Employer undertakes in consultation with the union to provide the union with information pertinent to the operations of the University and relevant to the bargaining unit, including, but not limited to, the following:  (i) The electronic transfer, updated by 1 November each year, for current fall/winter appointments, <b>by 1 March each year for winter appointments</b> , and by 1 July each year for summer appointments and with intermittent updates, as practicable, of a dataset of contracts of bargaining unit members since 1 May 1983, containing the following information for each contract:  payroll number name address (as contained on the Payroll file) telephone number (as available on the

	<p>Payroll file)  Email address  sex  date of birth (when available)  faculty  department  starting pay date  ending pay date  category of appointment  position code  number of assignments or hours  salary paid  vacation pay additional amount  Names of employees who participate in the Pension Plan</p> <p>The necessary costs of converting the dataset to a format which can be used by the union will be shared by the parties.</p> <p>(ii) Information which the Employer is obligated to provide by other articles of this agreement. Articles which require the regular transfer of information are: 3.03, 4.04, 10.01.2, 10.02.4 (i) and (ii), 10.18(iv), 11.01.3, 11.06, 12.06, 16.07, and 22.02 (i) and (iv).</p> <p>(iii) Upon written request from the union, and within a reasonable period of time, additional information pertaining to the operations of the University and relevant to the bargaining unit, and of the sort normally made available to the union, provided that:</p> <p>(a) the employer shall not be required to</p>		<p>Payroll file)  Email address  sex  <b>gender</b>  <b>identify as LGBTQ2+</b>  <b>identify as Racialized</b>  <b>identify as Indigenous</b>  <b>identify as a person with Disabilities</b>  date of birth (when available)  faculty  department  starting pay date  ending pay date  category of appointment  position code  number of assignments or hours  salary paid  vacation pay additional amount  Names of employees who participate in the Pension Plan</p> <p>The parties agree to convert the dataset to a format which can be used by the Union, and the necessary costs of <del>converting the dataset to a format which can be used by the Union</del> <b>and</b> will be shared by the parties.</p> <p><b>(ii) The electronic transfer, updated by 1 November, 1 March, and 1 July each year and with intermittent updates, as practicable, of a dataset of program and enrolment information of all bargaining unit members, containing the following information for each</b></p>
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		<p>prepare reports or analyses of data not normally prepared in the course of the University's operations or that cannot be provided by the making of minor modifications in reports normally prepared;</p> <p>(b) the employer shall not be required to supply information which is deemed by the employer to be confidential with respect to the employer's formulation of its own position on interpretation or renegotiation of this agreement or subsequent agreements.</p> <p>(iv) Further, the employer agrees to provide to the union, within one month of the start of each academic session, a list of available telephone numbers of members of the bargaining unit appointed to that session.</p>		<p><b>member with student status:</b></p> <p><b>SISID (student number)</b>  <b>Name</b>  <b>Address (as available in SIS file)</b>  <b>Telephone number (as available in SIS file)</b>  <b>Email address(es) (as available in SIS file)</b>  <b>Study session</b>  <b>Candidacy level (year of study)</b>  <b>Program faculty</b>  <b>Academic qualification(s)</b>  <b>Subject</b>  <b>Program</b></p> <p><del>(ii)</del> <b>(iii)</b> Information which the Employer is obligated to provide by other articles of this agreement. Articles which require the regular transfer of information are: 3.03, 4.04, 10.01.2, 10.02.4 (i) and (ii), 10.18(iv), 11.01.3, 11.06, 12.06, 16.07, and 22.02 (i) and (iv).</p> <p><del>(iii)</del> <b>(iv)</b> Upon written request from the union, and within a reasonable period of time, additional information pertaining to the operations of the University and relevant to the bargaining unit, and of the sort normally made available to the union, provided that:</p> <p>(a) the employer shall not be required to prepare reports or analyses of data not normally prepared in the course of the University's operations or that cannot be provided by the making of minor</p>
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				<p>modifications in reports normally prepared;</p> <p>(b) the employer shall not be required to supply information which is deemed by the employer to be confidential with respect to the employer's formulation of its own position on interpretation or renegotiation of this agreement or subsequent agreements.</p> <p>(iv) Further, the employer agrees to provide to the union, within one month of the start of each academic session, a list of available telephone numbers of members of the bargaining unit appointed to that session.</p>
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<b>HEALTH AND SAFETY</b>				
<b>#</b>	<b>Article Number</b>	<b>Prior Collective Agreement Language</b>	<b>Rationale</b>	<b>Proposed Collective Agreement Language</b>
51	U1 17.22 U2 17.24 U3 16.21	NEW	Quarantine/ Self-Isolation	<p><b>The Employer shall grant an employee paid leave at full salary, up to the equivalent of the prescribed leave of her Appointment Contracts, if the employee is not able to perform the duties of her position,</b></p> <p><b>(a) because of an order of a public health authority that applies to the employee;</b></p> <p><b>(b) because the employee is under individual medical investigation, supervision, or treatment related to an infectious disease;</b></p> <p><b>(c) because the employee is in quarantine or isolation or is subject to a control measure (which may include, but is not limited to, self-isolation), and the quarantine, isolation or control measure was implemented as a result of information or directions related to an infectious disease issued to the public, in whole or in part, or to one or more individuals, by a public health official, a qualified health practitioner, Telehealth Ontario, the Government of Ontario, the Government of Canada, a municipal council or a board of health,</b></p>

				<p>whether through print, electronic, broadcast or other means;</p> <p>(d) because the employee is providing care or support to an individual referred to in (U1 17.22.1, U2 17.24.1, U3 16.21.1) because of a matter related to an infectious disease that concerns that individual, including, but not limited to, school or daycare closures; or</p> <p>(e) because the employee is directly affected by travel restrictions related to an infectious disease and, under the circumstances, cannot reasonably be expected to travel back to Ontario.</p>
52	U1 17.22.1 U2 17.24.1 U3 16.21.1	NEW	Quarantine/ Self-Isolation	Subclause (d) above applies with respect to any individual for whom the member has care responsibilities.

UNION RIGHTS				
#	Article Number	Prior Collective Agreement Language	Rationale	Proposed Collective Agreement Language
53	U1 15.09.1 U2 15.08.01 U3 11.05.03	In recognition of the fact that service on the union executive limits the ability of employees to make themselves available for employment, the employer agrees to pay the union by 30 September of each year the equivalent of the salary of eight course directors, in full satisfaction of the employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 agreements. These monies shall be distributed among the members of the Executive as seen fit by the Union.	Increase Executive Service Funding	In recognition of the fact that service on the union executive limits the ability of employees to make themselves available for employment, the employer agrees to pay the union by 30 September of each year the equivalent of the salary of <del>eight</del> <b>ten</b> course directors, in full satisfaction of the employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 agreements. These monies shall be distributed among the members of the Executive as seen fit by the Union.