

## UNIT 2

In the Matter of Negotiations for a Renewal Collective Agreement

Between:

York University

-and-

Canadian Union of Public Employees and its Local 3903

April 12, 2012 Employer Proposal ~~18~~ 19

1. These proposals are tabled without prejudice to the Employer's tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations.
2. These proposals are made without prejudice to any future grievance and the Employer's position on the interpretation of collective agreement language in any future grievance.
- ~~3. Changes from Employer Proposal 17 highlighted for easy reference.~~
- ~~4. The Employer withdraws proposed amendment to Article 16.15.2 grievance procedure in view of the agreement on Articles 4.03 and 4.04.~~
5. The Employer withdraws proposed new Article 12.14.3

**APRIL 12, 2012 YORK UNIVERSITY SETTLEMENT OFFER FOR UNIT 2  
IN THE MATTER OF COLLECTIVE BARGAINING NEGOTIATIONS FOR A  
RENEWAL COLLECTIVE AGREEMENT FOR UNIT 2**

**B E T W E E N :**

**YORK UNIVERSITY  
(the “Employer”)**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903  
(the “Union”)**

**MEMORANDUM OF SETTLEMENT FOR A RENEWAL COLLECTIVE  
AGREEMENT – UNIT 2**

**1. The term of the renewal collective agreement shall be from the date of ratification to August 31, 2014 and shall have no retroactive effect whatsoever other than as expressly set out herein.**

2. Upon ratification employees in the bargaining unit will receive a lump sum payment, less deductions required by law, for retroactive pay in an amount equivalent to the difference between what they were paid in accordance with Article 10.04 of the existing collective agreement for the period September 1, 2011 to the date of ratification and what they would have received during the same period in accordance with the September 1, 2011 rates in Article 10.04 of the renewal collective agreement (i.e. the September 1, 2010 rates increased by 2.0% ATB).

3. As expeditiously as practicable after ratification of the renewal collective agreement implement a modification to the existing Paramedical benefit so that employee’s will have up to a maximum of \$2000 per year per plan member for any of the existing Paramedical benefits and will have an overall total maximum of \$3000 for all existing Paramedical benefits.

**AGREED APRIL 5, 2012**

4. As expeditiously as practicable after ratification of the renewal collective agreement implement a modification to the existing Psychological Counseling benefit to broaden the type of counseling available to include Psychoanalyst, Psychotherapist, Social Worker, Family Therapist Psychiatrist.

**AGREED APRIL 5, 2012**

5. The provisions of the renewal collective agreement shall be the same as the predecessor collective agreement, except as amended below. The final form of the renewal collective agreement will be subject to a housekeeping review for numerical consistency and accuracy in cross-referencing.

## **COVER PAGE**

Revise as per date of ratification and term of renewal collective agreement

**AGREED DECEMBER 2, 2011**

## **TABLE OF CONTENTS**

Revise as necessary as per terms of renewal collective agreement

**AGREED DECEMBER 2, 2011**

## **EXECUTIVE DIRECTOR, FACULTY RELATIONS**

Replace references in collective agreement to “Assistant Vice-President (HR & ER)” to “Executive Director, Faculty Relations” (e.g. Articles 4.03.4, 4.04.3(ii), 6.06, 6.07, 6.15.1, and 8.03.2(i)).

**AGREED DECEMBER 9, 2011**

Change all references in the collective agreement to the “Office of the Assistant Vice-President (HR&ER)” to the “Office of the Executive Director Faculty Relations (FR)” and references to the “Office of Academic Employee Relations” to the “Office of Faculty Relations”.

**AGREED NOVEMBER 25, 2011**

## **LIBERAL ARTS & PROFESSIONAL STUDIES**

Change references to “Atkinson” or “Atkinson College” in the collective agreement to “Liberal Arts & Professional Studies” as relevant and appropriate.

**AGREED APRIL 11, 2012**

Revise existing Articles 4.03 and 4.04 as follows:

#### **4.03 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT**

4.03.1 The union and the employer recognize the right of employees to work in an environment free from sexual, gender and gender identity harassment, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that sexual, gender and gender identity harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in her student status or employment status as result of suffering work-related sexual, gender or gender identity harassment. In keeping with this objective the parties agree:

- (i) to co-operate with the aims and purposes of the Centre for Human Rights;
- (ii) to co-operate with Centre for Human Rights in the development of educational programs for CUPE 3903 members and contract administrators;
- (iii) to follow the procedures set forth in Article 4.03.4 respecting the separation of parties to a sexual and/or gender harassment dispute.

The employer further agrees:

- (iv) to continue to sponsor educational programs mounted by the Centre for Human Rights for the University community; and
- (v) to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8.

4.03.2 Sexual Harassment shall be defined as:

- (i) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
- (ii) clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
- (iii) clearly expressed or implied threat of reprisal, actual reprisal, or the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance; and/or

- (iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work and/or study.

4.03.3 Gender Harassment shall be defined as repeated, offensive comments and/or actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) or a group and/or cause personal humiliation, on the basis of sexual orientation, gender or gender identity.

4.03.4 On receipt of a complaint of sexual and/or gender harassment from an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow University Procedures to address the complaint. On a semi-annual basis the Employer will provide the union with a report of the number of members who have made complaints of sexual and/or gender harassment and racism and/or ethnic harassment.

~~Where an employee believes she has been the victim of sexual and/or gender harassment she may, in addition to any other appropriate course of action she wishes to pursue (contacting the Centre for Human Rights, laying a complaint, filing a grievance, etc.), request, through the union or the employer, to discontinue contact with the alleged harasser. Upon receipt of such request, a meeting of the Labour/Management Committee shall be convened within fourteen calendar days. The Committee shall consider such request in light of all of the information available to it. The recommendation of the Committee, including any minority recommendation where applicable, shall be forwarded to the Office of the Assistant Vice-President (HR&ER). Upon receipt of such recommendation(s), the designated officer shall determine whether the relevant parties should be separated. If the decision is to separate the parties, the designated officer shall ensure that the separation is arranged. The designated officer shall, in so far as is practicable, ensure that the complainant-employee and the other party incur no penalty in their employment situation as a result of the separation. The designated officer shall also, where applicable, use her best offices to ensure that neither party incurs a penalty in her student status as a result of the separation. If requested by the complainant-employee and recommended by the Labour/Management Committee, the designated officer shall use her best offices to obtain a waiver of relevant academic regulations including, but not limited to, academic deadlines.~~

~~Decisions with respect to any remediation of the designated officer shall not be grievable except:~~

- (i) the complainant-employee may grieve a decision not to separate the

parties;

- (ii) the complainant-employee or the other party may grieve if she believes that in consequence of the arrangement for separation of the parties she has incurred a penalty in her employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.

~~The employer and the union agree to treat requests that harassment be discontinued, or requests to discontinue contact, as confidential.~~

4.03.5 Decisions ~~with respect to any remediation of the designated officer~~ may be grieved within fourteen days of the receipt of the decision by the employee. ~~Where no decision is made by the designated officer, the employee may grieve per Article 4.03.4 (i) within twenty-eight days of the rendering of the recommendation of the Labour/Management Committee.~~

4.03.6 ~~When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Director from the York University Centre for Human Rights (the Centre).~~

The employer shall not use information provided by a complainant- employee respecting sexual and/or gender harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.

~~4.03.7 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's Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.~~

#### 4.03.8 Informal Resolution

If the grievor requests an informal resolution the following steps will be taken:

(a) The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor and the respondent are members and

representatives of the Employer.

(b) At any point in the process, the grievor may request mediation or a formal investigation.

#### 4.03.9 Mediation

If the grievor requests mediation, the following steps will be taken:

(a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.

(b) If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.

(c) The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and representatives of the Employer.

(d) The outcome of the mediation will result in one of the following:

(i) No resolution is reached and the grievor decides to withdraw the grievance and take no further action.

(ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.

(iii) No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.

#### 4.03.10 Grievance Response and Redress

(a) Within fourteen (14) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:

(i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;

(ii) What redress shall be awarded or continued.

#### 4.03.11 Reprisal

No person shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.

**AGREED APRIL 11, 2012**

#### **4.04 RACIAL AND ETHNIC HARASSMENT**

4.04.1 The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language (subject to Article 12.01.7), race, colour, ethnicity, ancestry, place of origin, nationality, and/or religion, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial and ethnic harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in her student status or employment status as a result of suffering work-related racial or ethnic harassment.

In keeping with this objective, the parties agree:

- (i) to co-operate with the aims and purposes of the Centre for Human Rights;
- (ii) to co-operate with the Centre for Human Rights in the development of educational programs for CUPE 3903 members and contract administrators;
- (iii) to follow the procedures set forth in this article respecting the resolution of a racial/ethnic harassment dispute.

The employer further agrees:

- (iv) to initiate and support educational and research programs mounted by the Centre for Human Rights for the University community; and
- (v) to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8.

4.04.2 Racial/ethnic harassment shall be defined as:



- (i) offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or
- (ii) offensive physical gestures or abuse; and/or
- (iii) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
- (iv) continued differential treatment in the assignment of duties or responsibilities (subject to Article 12.01.7); and/or
- (v) any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to an individual and/or group(s) on the basis of native language (subject to Article 12.01.7), race, colour, ethnicity, ancestry, nationality, place of origin, and/or religion by a person(s) who knows or ought reasonably to know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.

4.04.3 On receipt of a complaint of racism and/or ethnic harassment from an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow University Procedures to address the complaint. On a semi-annual basis the Employer will provide the union with a report of the number of members who have made complaints of sexual and/or gender harassment and racism and/or ethnic harassment.

~~Where an employee believes she has been the victim of racial/ethnic harassment, in addition to any other appropriate course of action she wishes to pursue (contacting the Centre for Human Rights, laying a complaint, filing a grievance, etc.), she may:~~

- ~~(i) request through the union that such harassment be discontinued. Where the union receives such a request, it will notify the appropriate Dean/Principal/Director or designate with a letter which shall read: "Pursuant to Article 4.03.9 (i), the union requests your presence at a meeting to discuss an alleged violation of Article 4." The Dean/Principal/Director or designate shall convene a meeting with the union within ten working days of receipt of such letter. The purpose of the meeting will be to discuss the evidence adduced and to determine whether it is appropriate for the employer to request the harasser to discontinue the demeaning comments, gestures, exclusion, differential treatment and/or other actions. The Dean/Principal/Director or designate shall notify the union within ten working days of the meeting as to what~~

~~action she has taken; and/or~~

- ~~(ii) request, through the union or the employer, to discontinue contact with the alleged harasser. Upon receipt of such request, a meeting of the Joint CUPE 3903 York Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment shall be convened within fourteen calendar days. The Committee shall consider such request in light of all the information available to it. The recommendation of the Committee, including any minority recommendation where applicable, shall be forwarded to the Office of the Assistant Vice-President (HR&ER). Upon receipt of such recommendation(s), the designated officer shall determine whether the relevant parties should be separated.~~

~~If the decision is to separate the parties, the designated officer shall ensure that the separation is arranged. The designated officer shall, in so far as is practicable, ensure that the complainant employee and the other party incur no penalty in their employment situation as a result of the separation. The designated officer shall also, where applicable, use her best offices to ensure that neither party incurs a penalty in her student status as a result of the separation. If requested by the complainant employee and recommended by the Joint CUPE 3903 York Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment, the designated officer shall use her best offices to obtain a waiver of relevant academic regulations including, but not limited to, academic deadlines.~~

4.04.4 Decisions with respect to any remediation~~of the designated officer~~ shall not be grievable except:

- (i) the complainant-employee may grieve a decision not to separate the parties;
- (ii) the complainant-employee or the other party may grieve if she believes that in consequence of the arrangement for separation of the parties she has incurred a penalty in her employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.

~~The employer and the union agree to treat requests that harassment be discontinued, or requests to discontinue contact, as confidential.~~

4.04.5 Decisions with respect to any remediation~~of the designated officer~~ may be

grieved within fourteen days of the receipt of the decision by the employee.  
~~Where no decision is made by the designated officer, the employee may grieve per Article 4.03.10(i) within twenty-eight days of the rendering of the recommendation of the Joint CUPE 3903 York Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment.~~

4.04.6 When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Director from the York University Centre for Human Rights (the Centre).

The employer shall not use information provided by a complainant- employee respecting Racial/Ethnic Harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.

4.04.7 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's Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.

#### 4.04.8 Informal Resolution

If the grievor requests an informal resolution the following steps will be taken:

(a) The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor and the respondent are members and representatives of the Employer.

(b) At any point in the process, the grievor may request mediation or a formal investigation.

#### 4.04.9 Mediation

If the grievor requests mediation, the following steps will be taken:

(a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.

(b) If both parties wish to participate, a mediator will be appointed from among a

panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.

(c) The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and representatives of the Employer.

(d) The outcome of the mediation will result in one of the following:

(i) No resolution is reached and the grievor decides to withdraw the grievance and take no further action.

(ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.

(iii) No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.

#### 4.04.10 Grievance Response and Redress

(a) Within fourteen (14) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:

(i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;

(ii) What redress shall be awarded or continued.

#### 4.04.11 Reprisal

No person shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.

**AGREED APRIL 11, 2012**

## **ARTICLE 4.06 - PRINTING AGREEMENT**

Revise existing Article 4.06.1 as follows:

4.06.1 The ~~Employer~~union shall prepare the final form of this agreement for approval of the Parties prior to printing. The ~~Employer~~union shall assume responsibility for printing, and distributing to its members and the employer, sufficient copies of the agreed upon final form of this agreement. The Parties agree to share equally the costs of printing the agreement. The Employer is also responsible for ensuring that members with visual impairments have access to the collective agreement in an appropriate and accessible format.

**AGREED APRIL 11, 2012**~~Note bene: Union Proposal #118 is still pending and may further amend this article.~~

**10.03.2** Add new 10.03.2 to read: “For employment insurance purposes only a course instructor for a 6 credit course will be deemed to have worked 535 hours. Other assignments will be pro-rated.”

**AGREED APRIL 11, 2012**

#### **10.04 SALARY RATES**

For September 1, 2011 increase the September 1, 2010 rates by 2.0% ATB, for September 1, 2012 increase those rates by 2.0% ATB, and then for September 1, 2013 increase those rates by 2.0% ATB

#### **ARTICLE 10.09**

Revise existing Article 10.09 as follows:

##### **10.09 RECORD OF EMPLOYMENT**

*Upon termination of employment, the Employer shall issue ~~to the-~~  
~~employee~~ a Record of Employment in compliance with Service Canada  
requirements, or within five days, whichever is sooner~~form within five days-~~  
~~of the date of the last monthly payment.~~ Should a paper copy be  
requested by the employee, one shall be provided within five days of a  
written request, following the termination of employment.*

**AGREED FEBRUARY 15, 2012**

## ARTICLE 10.10 PENSION PLAN

Revise existing Article 10.10 as follows:

### 10.10 PENSION PLAN

10.10.1 The employer shall provide for those eligible employees who are not members of a full-time pension plan and who are not eligible to be members of a full-time pension plan at York University or elsewhere an opportunity to participate in the York University Pension Plan (the Plan).

10.10.2 ~~To be eligible for participation in the Plan, employees must have earnings equal to or greater than the 1 September course director rate in each of two consecutive calendar years.~~ All Offers of Appointment will include the following statement: "If you are not a member of a full-time pension plan and are not eligible to be a member of a full-time pension plan at York University or elsewhere, you are eligible to participate in the York University Pension Plan on the first day of the month coincident with or next following the date on which you have received earnings at least equal to the September 1 Course Director rate in each of two consecutive contract years. If you meet this eligibility criterion and wish to participate in the York University Pension Plan you should contact the Pension and Benefits Office."

All eligible members who are not enrolled in the Plan will be notified of their eligibility in writing by ~~February 28~~October 31 each year. This notice of eligibility will include the formula in the Pension Plan for employee and employer contributions to the Plan along with a generic example illustrating employee and employer contributions based on a particular number of Course Directorships as well as the estimated minimum guarantee of the pension entitlement that they would earn by the end of their contract if they chose to enrol. The sample would be in the form of a table that indicates the contributions of the employer and the employee and estimated minimum guarantee value of the pension entitlement per 1 CD, 2 CD and 3 CD.

10.10.3 The union shall select one representative to sit on the All-University Pension Committee and at least one representative to sit on the Board of Trustees of the Plan.

10.10.4 The employer agrees to continue to sponsor educational programs mounted by the Retirement Consultation Centre for the University community.

10.10.5 The employer shall provide the Union with copies of all Plan text amendments.

actuarial valuation reports, financial statements and annual information returns required to be filed with pension regulatory authorities. The employer shall also provide a plain language pension plan booklet, a copy of which can be accessed at [website address] which booklet shall be updated from time to time as necessary.

## **ARTICLE 11 - POSTINGS**

Revise existing Article 11.01.3 as follows:

**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 here tutor positions are posted in Unit 1 and Unit 2.

Revise existing Article 11.02 as follows:

**11.02** Positions shall be posted by the hiring unit on one of its bulletin boards with a copy to the union and to corresponding hiring units in the University where, immediately upon receipt, the position shall be posted. All postings shall contain the following statement: "York University encourages applications from Aboriginal peoples, persons with disabilities, members of visible minorities, and women and invites applicants to review the University's Employment Equity Plan for employees in CUPE 3903, a copy of which is at [web site address]." Each hiring unit will number its postings sequentially as a given number within a series.

## **AGREED MARCH 23, 2012 EXCEPT FOR EMPLOYER'S PROPOSED FIRST SENTENCE**

### **11.05 NEW OR REVISED POSTINGS**

Revise existing Article 11:05.1 as follows:

**11.05.1** Where a hiring unit has made substantive changes in the qualifications to a posting since the last posting for the position in question, or where a position is being posted in the hiring unit for the first time, the posting notice shall be designated as NEW in large, bold type and the changes will be highlighted in the posting. Where a hiring unit has made other changes to a posting since the last posting for the position in question a posting notice shall be designated as REVISED in large, bold type and the changes will be highlighted in the posting.

**AGREED APRIL 10, 2012**

**ARTICLE 12 - APPOINTMENTS**

Revise existing Article 12.03.1 (iv) (b) as follows:

**LONG SERVICE OVERRIDE**

- (b) Where a candidate has a total of at least five years of service in the bargaining unit in each of which she has accrued applicable prior experience for one Type 1 position or its equivalent as provided by 12.06 (ii), and has at least three more years of such service than the number of years of such service of the candidate otherwise entitled to the position as per (iv)(a), she shall be appointed;

Revise existing Article 12.03.1(v) and (vi) as follows:

12.03.1 Appointments shall be made as follows:

~~(v) —Where an employee has exceeded the fall/winter GAP or the cap for the 12-month period commencing in May her/his entitlement under these CAPS will be reduced accordingly in the following 12-month period and the employee may be subject to discipline. It is understood that if the only qualified applicant for a position has reached his or her cap, they may accept the offer without penalty with the consent of the Union and the Office of Academic Employee Relations. In such cases the hiring unit will issue a Notice of Recommended Appointment for the position to all applicants which informs them that the appointment is being made on the basis that no other available applicant was qualified for the position.~~

~~(vii) Employees will have a cap on the number of appointments they are permitted to accept. The cap will be 5.5 type 1 or equivalent positions in the 12 month period beginning May 1 and 4.5 type 1 or equivalent positions in the Fall/Winter term. Fractional appointments shall count towards the cap. The Employer will take reasonable steps to identify and remedy breaches of this Article which could include cancelling appointments that put the member over the cap – see Appendix B. The Employer will provide a report on the performance of the cap to the Labour Management Committee in March and June of each year.~~

~~Notwithstanding (iv), for appointments commencing on or after May 1, 1998, all employees shall be entitled to be appointed to a maximum of 5.5 type 1 or equivalent positions in the 12 month period beginning May 1, of~~



~~which a maximum of 4.5 type 1 or equivalent positions can be accrued in the Fall/Winter.~~

**AGREED APRIL 3, 2012**

**12.08.1 – SENIORITY LISTS**

Add the following new Article 12.08.1:

12.08.1 Beginning March 1, 2013 a seniority list (including all members who have submitted blanket applications for Unit 2 Employment) will be publicly posted at [website address] on March 1 for Summer and Fall/Winter hires. The posted seniority list shall be updated on October 1 and June 1 to include the seniority of those making specific applications.

**AGREED APRIL 11, 2012**

**12.11 NOTIFICATION OF APPLICANTS FOR POSITIONS**

Revise existing Article 12.11.2 as follows:

- 12.11.2(i) Except in exceptional circumstances, the Notice of Recommended Appointment for all but tutor 1 positions in the fall/winter session will be issued by May 31.
- (ii) Except in exceptional circumstances, the Notice of Recommended Appointment for Tutor 1 positions in the fall/winter session will be issued by June 30, ~~or~~ in order to minimize Late Postings under Article 11.10.
- (iii) Except in exceptional circumstances, the Notice of Recommended Appointment for positions in the summer session will be issued by March 7 ~~February 15~~.

**AGREED APRIL 11, 2012**

Revise existing Article 12.11.4 as follows:

12.11.4 A copy of the "Notice of Recommended Appointment" shall be sent to the union.

## 12.14 LATE APPOINTMENTS

Revise existing Article 12.14.1 and .2 to replace “Office of Academic Employee Relations” with “Department of Faculty Relations”.

Revise existing 12.14.3 as follows:

~~12.14.3~~ 3 Where an employee expects to be absent or otherwise not available to respond to a Notice of Recommended Appointment issued in August per 12.14.1 or 12.14.2, s/he may advise a hiring unit that, should any late appointments be processed, a Notice of Recommended Appointment should be sent to ~~an~~ alternative designated address. The employee may then contact the union office in order to have an inquiry or grievance processed on her/his behalf.

### AGREED APRIL 11, 2012

Add a new Article 12.17.5 as follows:

12.17.4 It is further agreed that, where the appointment cannot be cancelled because it has commenced as per 12.16.2, the individual who should have been appointed to the position under the provisions of this agreement shall, if the grievance is upheld without recourse to arbitration, receive the salary and accumulate applicable prior experience and gain incumbency protection per 12.05.2 for the position or, if the grievance is upheld at arbitration, shall be awarded the salary and applicable prior experience and gain incumbency protection per 12.05.2 for the position by the Arbitrator.

12.17.5 It is understood that where the grieved position would put the employee in excess of the cap, or where the employee is already in excess of the cap, the foregoing provision, article 12.17.4, does not apply.

### AGREED APRIL 11, 2012

#### 15.03.1 AUTHORIZED REPLACEMENT

For September 1, 2011 increase the September 1, 2010 rates by 2.0% ATB, for September 1, 2012 increase those rates by 2.0% ATB, and then for September 1, 2013 increase those rates by 2.0% ATB

#### NEW ARTICLE 15.10.4.1 – LISTSERVES

Add a new Article 15.10.4.1 as follows:

Employees will not be removed from Listserves for faculty and graduate students for at least one year after their last contract.

**AGREED MARCH 23, 2012**

#### **ARTICLE 15.12 – CHILDCARE FUND**

In both Article 15.12.2 and 15.12.3 amend “\$30,000” to “\$40,000”.

**AGREED APRIL 11, 2012**

#### **ARTICLE 15.15 – RESEARCH LEAVES**

Amend existing Article 15.15 to read as follows:

##### *15.15 RESEARCH LEAVES*

*In conjunction with ~~the each~~ contract years 2012-13 and 2013-14 of the ~~2008-2011~~ collective agreement an annual Research Leave Fund will be maintained at a value of the equivalent of ~~6-9~~ type 1 positions to provide up to ~~two-three~~ Research Leaves in each of those contract years for employees meeting the eligibility criteria for the Affirmative Action (“Conversion”) Pool. For one of the Research Leaves starting in 2012-13 priority will be given to assist an employee in the completion of their PhD.*

*In addition to the above the employer will award a Research Leave open to all members of the bargaining unit beginning in 2013-14.*

*Employees receiving a Research Leave may teach up to a maximum of 1 type 1 position or its equivalent during the leave. Applications will be reviewed on a competitive basis by the Research Leave Adjudicating Committee, consisting of three full-time faculty members, including a designate of the Associate Vice-President Research, and a supporting Committee secretary. There will also be a non-voting CUPE 3903 participant/observer on the Committee.*

*Research Leave applications shall consist of the following:*

- (a) a description of the proposed project;*
- (b) a statement of the scholarly/creative significance of the project and relationship of the project to the applicant's area(s) of scholarship/creative endeavours and, if relevant, areas of teaching;*
- (c) a statement of the timelines involved in the completion of the project;*
- (d) an updated curriculum vitae, including a statement of current areas of research specialization;*
- (e) a copy of the final report submitted on completion of previous research leave, if applicable.*

*Employees awarded a Research Leave shall submit a final report following completion of the leave, summarizing the work completed on the leave. Submission of a final report is required to be eligible for a subsequent Research Leave.*

*The Research Leave Adjudicating Committee shall submit a written report on the activities of the Committee to the Labour/Management Committee.*

**AGREED APRIL 11, 2012**

~~Note bene: Union Proposal #66 is still pending and may further amend this Article.~~

## **ARTICLE 15.16 – RESEARCH GRANTS FUND**

Replace second and third sentences with the following:

Effective September 1, 2011 the amount allocated shall be \$190,000.

**AGREED MARCH 15, 2012**

## **ARTICLE 15.17 – CONFERENCE TRAVEL FUND**

Replace the second and third sentences as follows:

Effective September 1, 2011 the amount allocated to the Fund shall be \$100,000 per contract year.

**AGREED MARCH 15, 2012**

## **ARTICLE 15.19 – PROFESSIONAL DEVELOPMENT FUND**

Amend the first sentence of Article 15.19 to read as follows:.

Effective September 1, 2011 the Employer agrees to contribute \$125,000 to the Professional Development Fund.

**AGREED MARCH 15, 2012**

Amend existing Article 15.21 to read as follows:

### **15.21 PROFESSIONAL EXPENSE REIMBURSEMENT**

Effective September 1, 2012~~In 2008-09, 2009-10 and 2010-11~~ the employer will allocate ~~\$200,000~~\$250,000 for the distribution of a Professional Expense Reimbursement which will be made available to Unit 2 employees on the following basis: ~~\$325-350~~ for each type 1 or equivalent position (prorated for type 2 or “partial” appointments) to a maximum of ~~\$975-1,050~~ 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. ~~Further, any payments above the forenoted \$200,000 allocated by the employer will be costed against the next collective agreement.~~—The criteria and procedures regarding the administration of the Professional Expense Reimbursement will be subject to the approval of the Labour/Management Committee.

**AGREED APRIL 11, 2012**

## **ARTICLE 15.23 – TRANS FUND**

Amend the first two sentences into a new single first sentence of existing Article 15.23

Effective September 1, 2011 the \$10,000 allocated to this Fund will be increased to \$20,000.

## **AGREED MARCH 15, 2012**

### **ARTICLE 15.25 – ACCOMMODATION**

Add a new second paragraph as follows:

“The University’s process for accommodation of academic employees can be found at the following location: <http://fr.info.yorku.ca>.”

### **ARTICLE 15.26 – POST-RETIREMENT BENEFITS**

Revise existing Article 15.26 as follows:

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 ~~\$1500~~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.~~\$14,000 in 2008-09, \$28,000 in 2009-10, and \$42,000 in 2010-11.~~

Any unspent portion of the Employer’s annual contribution will be carried forward to the next year;

In order to be eligible for the post retirement benefits the employee must:

- a) be enrolled in the York University Pension Plan;
- 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;
- 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.

## **AGREED APRIL 11, 2012**

### **ARTICLE 15.27 - FUND PROTECTION**

Revise existing Article 15.27 as follows:

There will be no diminution in the per employee amount in the funds listed below during the term of this collective agreement as a result of an increase in the number of employees in the bargaining unit as at October 1, ~~2009~~2011 and October 1, ~~2010~~2012. The basis on which growth in the number of employees will be measured is the number of employees as of October 1, 2008. In the case of the funds below where such is indicated, the basis on which growth in the number of employees will be measured is the growth in the number of employees who are eligible to use the funds. As an example of how this Article will apply, if the per employee amount available is \$10 based on 100 employees as of October 1, 2008 and the number of employees increases to 110 as of October 1, ~~2009~~2011, the fund will be supplemented by \$100 in the ~~2011-~~2011-~~second~~ year of the Collective Agreement. If the number of employees is 90 as of October 1, ~~2010~~2012, no supplement will be required and the fund will be \$1000.

Add the following to existing Article 15.27:

- Article 20 – Ways & Means Fund

STET THE BALANCE OF THE ARTICLE.

**AGREED MARCH 15, 2012**

#### **ARTICLE 15.28 – CUPE BENEFITS FUND**

Revise existing Article 15.28 to read as follows:

Effective September 1, 2011 the Employer will provide to CUPE 3903 the 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.

**AGREED APRIL 5, 2012**

#### **ARTICLE 18 CORRESPONDENCE**

Revise existing Article 18.01 as follows:

18.01 Except where otherwise provided, official communications in the form of correspondence between the employer and the union shall be sent as follows:

**TO THE EMPLOYER:** ~~Department of Faculty Office of Academic Employee-~~  
Relations

~~C26 East Office Building~~276 York Lanes

York University  
4700 Keele Street  
Toronto, Ontario M3J 1P3

**TO THE UNION:**

The Executive  
Canadian Union of Public Employees  
Local 3903

~~104 East Office Building~~ [TBD]

York University  
4700 Keele Street  
Toronto, Ontario M3J 1P3

**AGREED DECEMBER 2, 2011**

## **ARTICLE 19 – DURATION AND MODIFICATION OF AGREEMENT**

Revise as per term of renewal collective agreement

19.01 This agreement shall continue in force and effect from the date of ratification to 31 August ~~2011-2014~~ and shall be renewed automatically thereafter for periods of one year each unless either party notifies the other in writing within the period of ninety days before the agreement ceases to operate that it desires to amend or terminate this agreement. Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed or the right to strike or lock out accrues, whichever first occurs.

**AGREED APRIL 11, 2012**

## **ARTICLE 20 – WAYS & MEANS FUND**

Add the following new second paragraph to existing Article 20.01:

“In addition, \$10,000 will be allocated to the Fund each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g. adaptive computer).”



**AGREED APRIL 11, 2012**

**ARTICLE 23 – AFFIRMATIVE ACTION**

Article 23.04 Funding

Revise existing Article 23.04 as follows:

**23.04 FUNDING**

(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.

(ii) For the ~~2008-2009~~2011-2012 year, the ~~2009-2010~~2012-2013 year and the ~~2010-2011~~2013-2014 year, the Office of the Vice President Academic and Provost shall make at least two recommendations in ~~2008-2009~~2011-2012, ~~two~~ three recommendations in ~~2009-2010~~2012-2013 and two recommendations in ~~2010-2011~~2013-2014 of Affirmative Action Pool members for full-time faculty positions to the tenure stream. Over the three years~~In each year~~ a minimum of one recommendation from one or more of the designated employment equity groups will be made.

(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).

(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.

(v) If an applicant is not recommended by the School or Department, an explanation will be provided to the applicant on request.

**ARTICLE 24 - LONG SERVICE TEACHING APPOINTMENTS (LSTAs)**

Revise existing Article 24 as follows:

## **ARTICLE 24 - LONG SERVICE TEACHING APPOINTMENTS (LSTAs)**

### **24.01 ELIGIBILITY**

Employees who effective September 1 preceding the date of the award of an LSTA, have been in the Unit 2 “Affirmative Action Pool” for a minimum of 5 years and who have taught at an intensity of an average of 2.5 FCEs over the three previous years (may include approved leaves) are eligible to apply for a Long Service Teaching Appointment.

### **24.02 TERM OF LSTAs AND COMPENSATION**

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, 2011 compensation for these three full course equivalents will be the current applicable rate for the position plus \$1,600 per full course equivalent, this amount to be increased to \$1,850 per full course equivalent effective September 1, 2012, and \$2000 per full course equivalent effective September 1, 2013.

24.02.2 In assigning teaching positions hiring units will first consider courses in which the employee has incumbency or has held 2 out of the last 4 times it was posted in unit 2.

24.02.3 Employees awarded an LSTA may, through applications for additional contracts, teach up to the applicable Cap in each year of the LSTA.

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.

### **24.03 CROSS APPOINTMENT**

LSTAs 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.

### **24.04 APPLICATIONS**

An individual may apply for an LSTA to a Dean/Principal or to a hiring unit or units. Applications are expected to address the quality of the applicants teaching

and will be forwarded on or before March 1 for appointments commencing the following September 1.

- 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.
- 24.06 Employees who are awarded an LSTA will have their teaching reviewed by a member of the full time faculty in the hiring unit(s), which review will encompass the course syllabus and teaching materials, over the term of the LSTA. The hiring unit will consult with the employee who may suggest one or more names for consideration in the selection of the reviewer. The employee's suggested names will not be unreasonably denied.
- 24.07 In the 2012-13 contract year a minimum of 5 LSTAs will be offered to eligible applicants for September 1, 2012, in the 2013-14 contract year a minimum of 5 LSTAs will be offered to eligible applicants for September 1, 2013, and in the 2014-15 contract year a minimum of 5 LSTAs will be offered to eligible applicants for September 1, 2014. 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).
- 24.08 On or before May 31, the University will advise the Union of the names of the persons who will have an LSTA and the employment equity status of the applicants who applied in that year.
- 24.09 If an applicant is not recommended by the School or Department, an explanation based on Article 24.05 will be provided to the applicant on request.

#### **24.10 APPLICATION FOR RENEWAL OF LSTA**

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, 2013 for an LSTA that expires August 31, 2013).

For the current 7 LSTAs which are scheduled to expire on August 31, 2012 their LSTAs will, on an exceptional one-time-only basis, be extended to August 31, 2013. If they apply for and receive a renewal LSTA the renewal shall be for a 2 year period.

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. 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 fifty-one.

### **Letter of Intent re Core Competencies**

Add a new Letter of Intent 16 as follows:

#### **Letter of Intent 16 – Core Competencies**

The Employer notes that the Employment Equity Plan in respect of employees in the CUPE 3903 bargaining unit provides for the provision of a module on Code-based discrimination and harassment in conjunction with the University's existing School for Academic Administrators and that workshop participants will include chairs, undergraduate program directors, and graduate program directors.

The Employer confirms its intent to implement obligatory participation in the module on Code-based discrimination and harassment for chairs, undergraduate program directors and graduate program directors, appointed or renewed after January 1, 2013.

#### **AGREED APRIL 9, 2012**

Add a new Letter of Intent 17 as follows:

#### **LETTER OF INTENT 17 – UNIVERSITY PROCEDURES FOR DEALING WITH COMPLAINTS OF HARASSMENT OR DISCRIMINATION**

The University will initiate a review of its Procedures for Dealing with Complaints of Harassment or Discrimination in regard to the Procedure's timelines within 90 days of the ratification of the renewal collective agreement. This review will include consultation with CUPE 3903 for its input on the timelines.

#### **AGREED APRIL 11, 2012**

**APPENDIX “B” – CONTRACT TEACHING – OFFER OF APPOINTMENT**

Revise the following paragraphs of existing Appendix “B” as follows:

Would your acceptance of this offer put you over the CAP in Article 12.03? YES  
NO.

If NO and if you accept this offer of appointment, and its terms pursuant to this agreement please complete, sign, and promptly return the attached copy of this form to me within the timeframe set out in the collective agreement. Any delay in responding may delay your first salary payment.

If YES, this offer cannot be accepted by you. A “NO” answer is required for this contract to be valid and for you to be able to accept it.

UNIVERSITY FACULTY RELATIONS

\_\_\_\_\_  
Per:  
CUPE 3903

\_\_\_\_\_  
Date

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Date:

**AGREED APRIL 3, 2012**

Add the following to the Appendix “B” letter:

If you are a person with a disability and wish to discuss workplace accommodation please contact the University’s Employee Well Being Office [insert web address].

**APPENDIX “F” – APPLICATION FOR CONTRACT TEACHING POSITION**

Add the following to Appendix “F”:

If you are a person with a disability and wish to discuss workplace accommodation please contact the University’s Employee Well Being Office [insert web address].

**AGREED DECEMBER 2, 2011**

7. All outstanding proposals are withdrawn.

SIGNED at Toronto this        day of April, 2012

FOR THE EMPLOYER

\_\_\_\_\_  
Per: Alice Pitt

\_\_\_\_\_  
Per: Barry Miller

\_\_\_\_\_  
Per: Rob Lawson

FOR THE UNION

\_\_\_\_\_  
Per: Ryan Toews

\_\_\_\_\_  
Per: Megan Hillman

\_\_\_\_\_  
Per: Roxanne Power

\_\_\_\_\_  
Per: Raj Virk

\_\_\_\_\_  
Per: Mohan Mishra

\_\_\_\_\_  
Per: Russ Armstrong