

- These proposals are provided without prejudice to the Employer's right to table additional, new and/or amended proposals in the course of collective bargaining negotiations and in response to Union proposals. They are also made without prejudice to any current or future grievance and the Employer's position on the interpretation of collective agreement language in any current or future grievance.
- The University is willing to retain the services of an experienced labour mediator to assist the parties in achieving a renewal agreement at any point upon the agreement of CUPE 3903-2.
- To guarantee there is no disruption to the students of York, the University is also willing to refer all outstanding matters preventing the renewal of the Collective Agreement to interest arbitration at any point upon the agreement of CUPE 3903-2.
- The University proposes a three (3) year renewal agreement and amendment of the cover page and duration provision to reflect the same.
- The University proposes a reasonable pay increase in keeping with sectoral provincial increases and norms.

**PROPOSAL #1      ARTICLE 10.05 – TECHNOLOGY AND INSTRUCTION**

**Amend Article 10.05 as follows:**

~~10.05.1i) — No member shall be required, as part of the duties of a position, to conduct communication with students and/or colleagues in a course through email unless specifically required for the proper instruction of the subject matter of the course.~~

~~10.05.1ii) — Where email communication is not required for the proper instruction of the course, and the employee agrees to conduct email communication, the employee shall determine to what extent email responses are to be provided and shall provide an email contact address.~~

~~10.05..2i) — Where communication and the dissemination of information are deemed indispensable to the normal functioning of the faculty councils or departments/divisions (e.g., the scheduling of Senate, Council, departmental and/or course meetings), hard copy versions of this information shall be posted and readily accessible to all CUPE members of the appropriate body.~~

10.05.1) Once an employee has been appointed to a course director position for a particular session she will not be required to convert that course to an alternate mode of delivery.

~~10.05.3 — Unless specifically required for the proper instruction of a course~~

~~(e.g., in a computer skills or Internet course), course directors and tutorial leaders shall have the right to refuse technology in their courses.~~

- 10.05.2 No member shall be denied a teaching position where technology is required for the proper instruction of the course owing to a lack of technological knowledge or skill without being provided the opportunity to a) access training to upgrade their skills or b) demonstrate their technological competency.
- 10.05.3 Where technology is not required for the proper instruction of the course, no member shall be denied a teaching position owing to lack of technological knowledge or skill.
- 10.05.4 Where technology is required for the proper instruction of the course, the employer shall ensure that the appropriate equipment is readily accessible.

**PROPOSAL #2 Article 12.14 – ACCEPTANCE OF OFFERS**

**Amend 12.14.1 and 12.14.2 as follows:**

12.14.1 Where a fall/winter position arises as a result of a CUPE 3903 employee resigning a position, declining or rejecting an offer, or failing to respond to an offer by or after August 1, a new Notice of Recommended Appointment shall be issued recommending the individual who was the next most senior, qualified applicant for the position. The hiring unit shall automatically deem that the recommendation has been queried and will supply the union office and the Department of Faculty Relations each with the non-confidential information used to select the recommended candidate. If no grievance has been received within eighteen days of the date of issue of the Notice of Recommended Appointment, an offer of appointment will be sent. An offer of appointment in such a circumstance shall be accepted or declined within five days. If a grievance is filed, it will be referred directly to Step Three.

12.14.2 If exceptional circumstances per 11.09.2 require a position to be posted which was not previously posted, the position will be posted on or after August 1 for 48 hours between 9.00 a.m. Monday and 5:00 p.m. Friday (for example, 11:00 a.m. Monday to 11:00 a.m. Wednesday or 11:00 a.m. Friday to 11:00 a.m. Tuesday) per 11.10.1. Following the posting, a Notice of Recommended Appointment will be issued. The hiring unit shall automatically deem that the recommendation has been queried and will supply the union office and the Office of Faculty Relations each with the non-confidential information used to select the recommended candidate. If no grievance has been received within eighteen days of the date of issue of the Notice of Recommended Appointment, an offer of appointment will be sent. An offer of appointment in such a circumstance shall be accepted or declined within five days. If a grievance is filed, it will be referred directly to Step Three

**PROPOSAL # 3 ARTICLE 13.07 – STUDENT EVALUATIONS**

**Amend 13.07.1 as follows:**

13.07.1 ~~The results of any student evaluations conducted by the employer and over which the employer retains sole jurisdiction, shall not be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement. The results of the University's common set of course evaluation questions may be made available to students but shall not otherwise be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement.~~ Per Article 12.24

such evaluations, or a summary of, may also be placed in an employee's Professional Performance and Service File with the employee's written agreement.

**PROPOSAL #4      ARTICLE 23.04 – FUNDING**

**Replace existing 23.04 (ii) with a new 23.04(ii) and amend 23.04(iv) as follows (and subject to YUFA consent):**

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 2014-2015 year, the 2015-2016 year and the 2016-2017 year, the Office of the Vice-President Academic and Provost shall make at least eight recommendations in 2014-2015, eight recommendations in 2015-2016 and eight recommendations in 2016-2017 of Affirmative Action Pool members for full-time faculty positions to the tenure stream, with a minimum of six recommendations to the professorial stream over the three years. A minimum of six recommendations from among candidates who self-identify as a member of one or more of the designated employment equity groups will be made over the three years.~~
- (ii) For each of the 2017-2018 year, the 2018-2019 year and the 2019-2020 year, the Office of the Vice-President Academic and Provost shall make at least five recommendations in 2017-2018, five recommendations in 2018-2019 and five recommendations in 2019-2020 of Affirmative Action Pool members. Of these fifteen recommendations, a minimum of three will be for full-time faculty positions to the tenure stream and the remainder will be for full-time faculty positions in a contractually limited appointment (CLA) of three years in length. Recommendations for tenure stream appointments may be to the professorial stream or the alternate stream. Of the recommendations for CLAs, over the three (3) academic years a minimum of 3 will be to the professorial stream and the remainder will be to the alternate stream, the normal annual teaching load for which will be up to 4 full course equivalents (FCEs). A minimum of 1/3 of recommendations for appointments to the tenure stream and 1/3 of recommendations for a CLA will be from among candidates who self-identify as a member of one or more of the designated employment equity groups.

October 16, 2017

**Proposals of York University  
For the Renewal of the  
CUPE 3903 – 2 Collective Agreement**

---

- (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~~May 1<sup>st</sup> for appointments commencing the following July 1.
- (v) If an applicant is not recommended by the School or Department for a tenure stream position or a CLA, an explanation will be provided to the applicant on request.