

# Bargaining Report Back – November 20th

<i>Issue</i>	<i>Our Proposals (As of Nov 20th)</i>	<i>Employer's Responses (As of Nov 20th)</i>
<p><b>Equity</b>  Presented to employer October 30<sup>th</sup></p> <p>Employer's counters presented Nov 13<sup>th</sup> &amp; 20<sup>th</sup></p>	<p><b>Equity-based Procedures/Info</b></p> <p><b>Tickets</b> - 50-percent of tickets from equity group</p> <p><b>Data</b> – Employer must track equity-group data on who is and is not accepted to grad school. Must track and provide information on applications to bargaining units. Must produce an Employment Equity Report</p> <p><b>Hiring</b> – include equity language in hirings where applicants have no applicable prior experience or when position is being posted in hiring unit for first time</p> <p><b>Accommodation Procedure</b>  Proposal to implement an accommodations procedure with firm timelines and deadlines for employer's response to accommodation requests. Includes union representation and confidentiality</p> <p><b>Defining Under-representation</b>  Under-representation to mean fewer bargaining unit members that identify as belonging to one or more of the five equity-seeking groups than the availability data for the Greater Toronto Area reports. Proposal includes minimum thresholds for applying Intersectional Employment Equity data, last 3 contract years as base for hiring unit representation, and proof employer followed process</p> <p><b>Equity Training</b>  10 hours per term mandatory training under the AODA, OHSA, and any other anti-violence, -harassment and discrimination training agreed to between the Employer and the Union and mandatory paid anti-sexual violence training</p> <p><b>Accessibility</b></p> <p><b>Paid interpreter</b> - Permanent ASL interpreter at a minimum of 30 hours a week</p> <p><b>Breastfeeding</b> – clean and accessible breastfeeding facilities with access to refrigeration</p> <p><b>Equity-based Program Extensions</b>  Add family and/or marital status as grounds for both funding and academic program extensions for up to two years including minimum guarantee funding for unit 1 and unit 3</p>	<p><b>Equity-based Procedures/Info</b></p> <p><b>Tickets</b> - Will not consider equity hiring for tickets unless we accept increase to tickets from 35 to 80</p> <p><b>Data</b> – Employer believes equity data for who/whose accepted to grad school is not an employment issue. They also said it is impractical to track equity data for hiring procedures.</p> <p><b>Hiring</b> – no counter proposal tabled. Has not provided definitive response on issue.</p> <p><b>Accommodation Procedure</b>  Counter proposal rejects inclusion of firm timelines and deadlines and instead quarterly consultations with union. Includes accommodations for needs arising from OHRC grounds, union representation and confidentiality.</p> <p><b>Defining Under-representation</b>  No counter proposal tabled. Has not provided definitive response on issue.</p> <p><b>Equity Training</b>  Letter of understanding tabled for anti-sexual violence training with unclear language regarding who decides what is mandatory and union's input into the development of training. All paid trainings coming out of 270s for unit 1s.</p> <p><b>Accessibility</b></p> <p><b>Paid interpreter</b> - Hard no from employer – employees have access to ASL computer programs and interpreters would not appreciate waiting around for instances where they are needed</p> <p><b>Breastfeeding</b> – Letter of understanding that ignores already agreed upon accommodations procedures between the union and employer.</p> <p><b>Equity-based Program Extensions</b>  Counter proposal includes program extension based on OHRC grounds. Lacks clarity on guarantee of length of extensions and inclusion of minimum guarantee in funding extension</p>
<p><b>Job Security</b>  Employer's proposal received October 16<sup>th</sup></p> <p>Presented to employer Nov 6<sup>th</sup></p>	<p><b>Authorized replacements</b> – shall not be unreasonably denied. In Nursing, members will permitted to serve as authorized replacements for preceptored courses</p> <p><b>“Hot Shot” clause</b> - delete</p> <p><b>Incumbency</b> – If you've taught course once, you have incumbency and remain qualified to teach course.</p>	<p><b>Authorized replacements</b> – no counter proposal</p> <p><b>“Hot Shot” clause</b> – Employer NO</p> <p><b>Incumbency</b> – No change to length of incumbency, clarify that course title change or</p>

<p>Employer's counter to LSTA presented Nov 13<sup>th</sup></p>	<p>Clarify that course title change or course code change does not erode incumbency.  <b>NRAs</b> – require to be emailed to members (or mailed if requested)  <b>NRAs</b> – maintain online database</p> <p><b>NRAs</b> – contract deemed offered upon expiry of NRA</p> <p><b>BT seniority credit</b> – 1 type 1  <b>Tuition Waiver</b> – lower eligibility and increase value  <b>Work History</b> – provide online access for members  <b>Appointment start date</b> – clarify that appointments start Sept 1, Jan 1 or May 1</p> <p><b>Qualifications</b> – posted qualifications must be same for Unit 2 as posted for Unit 1 in same position; in Nursing qualifications with respect to proof of practice shall not be permitted  <b>Offers of Appointment</b> – remove exception for issuing offers after deadlines  <b>Long-Service Override</b> – clarify that LSO can be used to protect high seniority/low intensity members in relation to CSSP  <b>CSSP</b> – An actual work load guarantee for members with CSSP status. (5 years of seniority or equity group member – 3 type 1; less than 5 years – 2 type 1)  <b>Conversions</b> – Automatic Conversions for those who meet the eligibility for the Conversion Pool and opt for a Conversion.</p> <p><b>Markham Campus</b> – at least 50% of tenure-track positions to go to members of Unit 2 Conversion Pool  <b>Internal hiring process</b> – promote internal Unit 2 candidates for all tenure-track hires (with 50% of those going to equity group members)  <b>CLAs</b> – at least 50% of all CLA hires shall go to Unit 2 members (with 50% of those going to equity group members)  <b>LSTAs</b> – those meeting the eligibility requirements will receive an on-going LSTA. LSTAs will consist of 3.5 courses paid at the rate of 5.5 CDs. Members with LSTAs shall maintain access to all resources and services over the summer.  <b>SRCs</b> – members of Conversion pool with 15 or more years of service, with average of 2.5 courses over last 5 years eligible for Special Renewable Contract (5 years in the YUFA bargaining unit). 20 SRCs in first year. 20 SRCs in second year and in 3<sup>rd</sup> year, remaining eligible members receive SRC. SRCs will be 5 years, renewed for an additional 5 years and one further 3 year term.  <b>Deemed Qualified</b> – members in Conversion pool for at least 5 years shall be grandparented in terms of posted qualifications requiring a completed PhD; PhD near completion; and/or on-going research and publications</p>	<p>course code change does not erode incumbency.  <b>NRAs</b> – to be emailed: Employer NO</p> <p><b>NRAs</b> – Employer: maintain online database only for current year, no online archive  <b>NRAs</b> – contract deemed offered upon expiry of NRA: no counter proposal  <b>BT seniority credit</b> – Employer YES  <b>Tuition Waiver</b> – Employer NO  <b>Work History</b> – no counter proposal  <b>Appointment start date</b> – “Contracts will set out a formal start and a formal termination date.”  <b>Qualifications</b> – no counter proposal</p> <p><b>Offers of Appointment</b> – no counter proposal  <b>Long-Service Override</b> – no counter proposal</p> <p><b>CSSP</b> – no counter proposal</p> <p><b>Conversions</b> – 1 Conversion per year (down from 8) to a tenure track position. 4 “conversions” per year to CLA positions (3 year term). Of those CLAs, 1 will be a professorial appointment, 3 will be alt-stream.</p> <p><b>Markham Campus</b> – no counter proposal  <b>Internal hiring process</b> – no counter proposal</p> <p><b>CLAs</b> – no counter proposal</p> <p><b>LSTAs</b> – maintain at 7 appointments per year, no improvements to program, increase ceiling in total number of LSTAs to 70 from 60</p> <p><b>SRCs</b> – no counter proposal</p> <p><b>Deemed Qualified</b> – no counter proposal</p>
<p><b><u>Union Rights and Communications</u></b></p> <p>Presented to employer Nov 13<sup>th</sup></p>	<p><b>Information</b>  Include more comprehensive list of member information to be provided to the union and include a \$500 dollar a day penalty and include information sent to incoming members with offer of admission</p>	<p><b>Information</b>  Employer rejects proposal on information. Tables unclear counter proposal on giving incoming members union information.</p>

	<p><b>Email</b> Retention of email and library services for 3 years after last contract and upon retirement</p> <p><b>U3 BT Service Extension</b> Including program extension for U3 BT service</p> <p><b>Exec Honoria</b> Upping executive Honoria amount paid by York from amount of 8 course directorships to 10 course directorships</p> <p><b>Union Space and Bulletin Boards</b> Include union space on Markham and Glendon campuses and bulletin board spaces in all academic buildings across all 3 campuses</p>	<p><b>Email</b> No counter proposal tabled. Employer still considering union's employer</p> <p><b>U3 BT Service Extension</b> Employer rejects proposal</p> <p><b>Exec Honoria</b> Employer rejects proposal</p> <p><b>Union Space</b> Employer offers ability to book meeting rooms rather than office space. Offer of at least one bulletin board per campus.</p>
<p><b><u>Pedagogy</u></b></p> <p>Presented to employer Nov 20th</p>	<p><b>Class Sizes</b> Lower class size for Course directors to 25 with additional assistance provided in the form of an additional 1.0 teaching assistantship in the form of TA, marker-grader or lab instructor. Lower tutorial class size trigger from 25 to 20 and cap from 30 to 25 Address nursing specific class size issues</p> <p><b>Online Courses</b> Establish compensation and seniority, number of contact and office hours, and connection between course designer and coordinator and include equity language and additional compensation for course design</p>	<p>Employer did not table counter proposals</p>
<p><b><u>Professional Development</u></b></p> <p>Presented to employer Nov 20th</p>	<p><b>Unit 2 Research Leave</b> Increase from 3 to 6 for members of Conversion Pool, with 2 (currently 1) given to assist a member in the completion of a PhD. Open to all members of U2: increase from 1 to 2. Increase value from equivalent to 3 type 1 positions to 5 type 1 positions.</p> <p><b>Professional Expense Reimbursements</b> Increase total amount to \$300,000; increase course amount from \$350 to \$500; increase annual maximum from \$1050 to \$1500.</p> <p><b>Increase to Professional Development Fund</b> Increase fund to \$225,000 per contract year</p> <p><b>Unit 1 Research Costs Fund</b> Extend what is covered under research costs and increase amount to \$125,000 per contract year</p> <p><b>Conference Travel Fund</b> Establish fund of \$125,000 per contract year to support grad students attending conferences</p> <p><b>Tuition Costs fund</b> Increase fund to 20,000</p>	<p>Employer did not table counter proposals</p>
<p><b><u>Student Evaluations</u></b></p> <p>Employer presented proposal Oct 16<sup>th</sup></p> <p>Union response given Nov 13th</p>	<p><b>Union rejects employer's proposal</b></p>	<p>13.07.1 The results of the University's common set of course evaluation questions may be made available to students but shall not otherwise be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement. Per Article 12.24 such evaluations, or a summary of, may also be placed in an employee's Professional Performance and Service File with the employee's written agreement.</p>

<p><b><u>Unit 1 Funding</u></b></p> <p>Employer presented proposal Nov 13th</p>	<p><b>Union rejects employer's proposal</b></p>	<p>Replace existing Article 10.03.1 Remuneration for Teaching Assistants, 10.12 Graduate Financial Assistance, Letter of Intent 6 Tuition Offset, and Letter of Agreement: Additional Funding for Priority Pool Members with a new Article 11. Complete lack of clarity on claw backs of funding, how the fellowship works within this funding model, and the connection between our funding and work. York has been unable to provide answers to our questions concerning these issues.</p>
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