

January 15, 2018

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

In response to the requests and proposals made at the bargaining table, the University is prepared to enter into a renewal of the existing Collective Agreement for a three (3) year term running until August 31, 2020 as amended by the additions and amendments below.

For ease of review, the University has presented the amendments using the proposal numbers on the tracking document shared amongst the parties.

In addition to these proposals and as part of this full settlement package for a renewal agreement, the University would also enter into the following agreement:

In addition to the amendments set out below, it is agreed that the Union may at any point prior to January 31, 2018 identify any of its proposals or the University proposals from the tracking document (including proposals from amongst those set out below) to binding interest arbitration and the Arbitrator who is agreed upon by the parties will issue a decision on which, if any of these proposals should form part of the renewal agreement of CUPE 3903-2.

Proposal #1 Wages 10.04.1

Increase salary rates in 10.4 and authorized replacement rates in 15.03.1 by 1.55% effective September 1, 2017, September 1, 2018 and September 1, 2019.

Proposal #1B Vacation 10.04.1

No change to existing language although those employees with in excess of five (5) years of cumulative service shall receive vacation pay of 6% as required by the amended Employment Standards Act.

Proposal #3 Campus Childcare Facilities

15.12.2 - The employer agrees to contribute annually to operating costs of the Student Centre Childcare facility. In each year of the collective agreement, the amount allocated

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shall be \$40,000. By September 30 of each academic year the employer will allocate \$50,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. For 2014-15 only, this subsidy amount shall be \$50,000, instead of \$40,000. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee

15.13 3 - By September 30 of each academic year the Employer will allocate \$50,000 to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate For 2014-15 only, this subsidy amount shall be \$50,000, instead of \$40,000 An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee

Proposal #5 Childcare Fund 15.13.4

A Childcare Fund in the amount of \$250,000 will be made available in each of 2018-2019 and 2019-2020. Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

Proposal #6 Extended Health Benefits 15.26

On each of September 1, 2018 and September 1, 2019, the Employer will provide to CUPE 3903 a total amount of \$200,000 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.

Proposal #10 Benefits Plan 10.19

All bargaining unit members shall receive the benefits enrolment form and/or link to a benefit enrolment form along with either a benefit booklet and/or a link to the benefits

available with the written offer of employment.

Proposal #12 Post-Retirement Benefits 15.26

The Employer agrees to provide post-retirement benefits coverage for Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement, in the form of a retiree health care spending account as follows:

- a) each retiree's health care spending account will have an annual limit of \$1650;
- b) the total annual Employer contribution to cover post-retirement benefits over the term of this collective agreement is a maximum of \$100,000 in each academic year.

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

Proposal #13 EFAP 10.22

The Employer shall provide access to all members and their family to the Employee Assistance Program (EFAP) for the remainder of any academic year in which an employee has worked under a contract.

Proposal #18 Sexual Violence and/or Gender-based Violence Leave 17.21

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 and or to relocate. The employee, if requested to do so, will provide reasonable proof signed by a qualified practitioner.

Upon approval of such a leave the employee will be entitled to a paid leave of up to four 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 employees return.

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Proposal #23 Ways and Means 20.01

Effective September 1, 2018 the employer will contribute \$85,000 to this fund in each year of 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.

In addition, the University will commit to up to \$10,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer).

Proposal #26 Trans Fund 15.21

Effective September 1, 2018, \$40,000 will be allocated to this Fund annually. Allocations from the Fund will be made by the Union based upon pre-established and posted guidelines.

An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.

Proposal #50 15.03.1 Letter of Understanding - Nursing

In negotiations in 2017-2018 the parties discussed issues that were arising around the assignment and expectations for Course Directors on practicum courses. This included the timing of assignments, the occasional need for replacements and the obligations and responsibility of the Course Directors around student support and availability.

Recognizing the need for clarity, it is agreed that the Faculty of Health will establish a Committee of two practicum Course Directors appointed by CUPE 3903 and two persons appointed by the Dean to review the process and to consider and report back on any possible improvements.

Signed off * **Proposal #51 22.01**

The Employer shall maintain and update an online system for postings and notices of

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recommended appointment issued for the academic year and archived postings and NRAs. Where significant changes are made to the Employer's online system for postings, which changes will not impact on the availability above, the Union will be advised and be provided a review of the changes at LMC.

Proposal #53 **12.06.1 Add**

It is further understood that a course-title change and/or a course-code change shall not by themselves be viewed as a substantial alteration for the purposes of this article.

Signed-off * **Proposal #56** **15.08.3**

Employees shall be entitled to accrue 1 Type 1 applicable prior experience credits for every twelve months of service on the CUPE 3903 or national executive, including service on the CUPE 3903 executive or national executive served while a full-time graduate student employee in Unit 1 or Unit 3. Employees shall further be entitled to accrue 1 Type 1 applicable prior experience credits for service on the bargaining team, including service on the CUPE 3903 while a full-time graduate student employee in Unit 1 or Unit 3. Service on the bargaining team must be for at least half the bargaining session and service greater than half but less than the full session shall be prorated in increments of 1 type 2 applicable prior experience credit (i.e. credit will be 1, 2 or 3 type 2 credits).

The Union Chair or designate will provide a signed list of the credits by May 1 of each year.

Signed-off * **Proposal #58** **12.09.02**

The University will develop, during the life of the 2017 to 2020 Collective Agreement, a system to allow members online access to their individual work histories.

Proposal #54 **12.21** new 2nd sentence:

Contracts will set out a formal start and a formal termination date.

Proposal #63 CSSP 12.01

(a) Add new section “Right of First Refusal” after section Appointment Process and before section “Continuing Sessional Standing Guarantee:

Right of First Refusal

Eligibility

An employee participating in the Continuing Sessional Standing Program is eligible for right of first refusal, terms for which are defined below, for a course identified for posting for the upcoming Summer, Fall or Winter Term in the following circumstance:

- (i) The employee has been awarded the course the most recent two times the course has been awarded through the Continuing Sessional Standing Program, where the previous two times have occurred within 36 months prior to the start of the term in which the course is to be offered.
- (ii) The nature and/or substance of the course has not been substantially altered.
- (iii) There is no formal evaluation in the employee’s professional performance and service file that raises concerns about the employee’s teaching of the course unless such a formal evaluation has been superseded by one indicating that all concerns have been addressed.

Terms of Right of First Refusal

Where an employee becomes eligible for right of first refusal for a course, the following conditions apply:

- (i) In each of the next three instances in which the course has been identified for posting for the upcoming Summer, Fall or Winter Term, the course will be offered to the employee by no later than January 22nd without need of posting the course per clause (ii) of the Appointment Process, provided that there is not a gap in time of more than 24 months from one instance to the next. If a period exceeding 24 months passes since the last assignment of the course to the employee under right of refusal, the employee’s eligibility for right of first refusal for the course will end.
- (ii) If concerns are raised in a formal evaluation about the employee’s teaching of the course under right of first refusal, the employee’s eligibility for right of first refusal for the course will end.
- (iii) An employee who is eligible for right of first refusal for a course must indicate so in the appropriate section of the employee’s Blanket Application.

- (iv) Once an employee has been offered a course three times under right of first refusal per (i) above, the employee must requalify for right of first refusal.
- (v) Letters of offer for course assignments awarded under right of first refusal will indicate so.

- (b) Revise section Cessation of Continuing Sessional Standing

Cessation of Continuing Sessional Standing

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 five 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.

Proposal #65 Conversions 23.04 ii

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 Recommendations

(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 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.

(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 May 1st 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.

Proposal #70 Long Service Teaching Appointments 24.02.1, 24.07 and 24.10

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 in each of the three to five years of the term....

24.07 In the 2017-2018 contract year a minimum of 7 LSTAs will for be offered to eligible applicants for September 1, 2018, in the 2018-2019 contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2019, and in the 2019-2020 contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2020. To the extent practicable a minimum of forty four percent (44%) of the total number of LSTAs over the three-year period will be made from among those who belong to one or more of the employment equity groups.

24.10 Employees holding an LSTA may submit a written application to renew the LSTA for another three-year term. Written applications must be submitted no later than January 31 of the third year of the LSTA (e.g., no later than January 31, 2017 for an LSTA that expires August 31, 2018).

To be eligible for renewal applicants must have had their teaching reviewed by a member of the full-time faculty in the hiring unit(s) pursuant to Article 24.06 above over the course

of their current LSTA. Applications will be assessed on the basis of the quality of an applicant's teaching, evidence of which will include the review pursuant to Article 24.06 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 seventy five.

Proposal #71 24.11

Members who hold an LSTA and who do not have a summer contract shall maintain access to email and library services and will be able to access any individual PER allocations and /or Research Grant funds, Conference Travel Funds or Professional Development funds or other funds during this period as if an active member.

Proposal #77 Sexual Violence Training Letter of Understanding

CUPE 3903 will be consulted in the development of training on the University's Policy on Sexual Violence required by Provincial regulation. Such consultations will occur no later than three months following the ratification of the renewal collective agreement.

Enhanced training on sexual violence will be made available to employees through an application process in a pilot project that will run from September 1, 2018 until August 31, 2020. The enhanced training is specifically intended for employees who believe that the training will be of particular benefit to them based on the circumstances or requirements of their position(s).

Employees in CUPE 3903 who complete the enhanced training during the pilot will receive remuneration for the time involved at the Overwork rate.

Proposal #78 Letter of Understanding – Breastfeeding Facilities

In negotiations for the 2017-2020 Collective Agreement the Union raised its desire to ensure the accessibility and availability of breastfeeding facilities for its members.

The University has a posted family status accommodation guideline on-line and has existing available locations which may be accessed through the Centre for Human Rights.

The University will conduct a review of its campuses and, prior to August 31, 2018, will develop a plan identifying accessible spaces on each campus with guidelines for their availability and use.

Proposal #79 5.03 and 5.03.1

Remove last paragraph

While not a designated group under the Federal Contractors Program the parties recognize and wish to remove any employment barriers and barriers to fair representation for employees that self-identify as LGBTQ. Implementation of LGBTQ identified employees as the fifth Employment Equity group within the Collective Agreement will be done so as not to interfere with the Employer's Federal Contractors Program obligations.

Proposal #82 Equity Protection - 12.04.2(i)

Where the applicants for a position have no previous applicable prior experience, or have equivalent applicable prior experience and meet the same levels of Required and/or Preferred qualifications as posted, the position shall be awarded to a candidate who is also a member of one or more of the employment equity seeking groups otherwise underrepresented in the hiring unit for bargaining unit work using the process and definition of intersectionality established in 5.03.

Proposal #83 Equity Protection 12.04(2) (ii)

Save and except for courses taught under 12.21, when a position is being posted in the hiring unit for the first time, priority will be given to applicants with the most applicable prior experience that meet the Required and/or Preferred qualifications as posted and who are members of one of the employment equity seeking groups otherwise underrepresented in the hiring unit for bargaining unit work using the process and definition of intersectionality established in 5.03.

Proposal #90 5.03

Unless otherwise agreed upon, underrepresentation shall be understood to mean fewer bargaining unit members that identify as belonging to one or more of the equity seeking

groups than the availability data for the Greater Toronto Area reports.

Having regard to the above and available data, for the 2017 - 2020 Collective Agreement the following minimum thresholds will be used when applying intersectional equity data:

1) Where there are fewer than 44% members in the hiring unit doing bargaining unit work that identify as women and/or where there are fewer than 30% of members in the hiring unit who identify as racialized people (“visible minorities”), then an applicant that self identifies as a racialized woman will be appointed.

2) if there are no racialized women candidates, then a candidate from the more underrepresented group will be appointed.

3) if there are no candidates under (1) or if the hiring unit has met both thresholds in (1), then a candidate that self-identifies as an Indigenous (Aboriginal) person and/or a person with a disability will be hired.

4) if there are no candidates from the under-represented groups or if the hiring unit has met the thresholds under (1), then a candidate that self identifies as LGBTQ will be hired.

Hiring unit data for the most recent consecutive three contract years (or, during implementation, such period up to three contract years as is available) shall be used to establish hiring unit representation.

Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.

Proposal #94 Accommodation Procedure 4.01.1

The Employer shall follow its procedures as may be amended from time to time in implementing the duty to reasonably accommodate to the point of undue hardship members’ needs arising from the protected grounds listed in article 4.01 and/or the Ontario Human Rights Code. All members shall have the right to union representation at each step in the accommodation process. The accommodation process is confidential.

Where the Employer is reviewing or amending its procedures and/or otherwise if CUPE 3903 wishes, there will be consultation to discuss the process and best practices for accommodation.

The employer recognizes the right of an employee to union representation if they wish at any stage of the process of accommodation.

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The employer and the Union will establish regular, and no less than quarterly, meetings to review those accommodation requests and plans where union representation has been sought.

Proposal #95 Information

Add to 22.01 (b)

The Employer and the Union agree that the online application system is to be preferred for obtaining and maintaining accurate and timely information for their respective use. Applicants will be required to use that system and to provide and update their email address, mailing address and a telephone number.

Amend Article 22.02. (i) as follows:

...

address (as contained in the Payroll file and/or on-line application)

telephone number (as available in the payroll file and/or online application)

...

Amend Article 12.01.1 as follows:

12.01.1 All applicants for positions...must apply directly, providing....

Proposal #98

Employees shall have a continuation of work email access for a period of twelve months following the completion of their contract. Email access may be discontinued following the completion of the one year term of access.

Proposal #100

The employer agrees to provide the union free of charge, except as otherwise specified in this article, with the use of suitable, serviced office space, in a building fully accessible when needed (i.e. with accessible washrooms, door openers, ramps and/or elevators), with a telephone line, the telephone charges to be borne by the union, and a Telecommunication Device for the Deaf (TDD). The union shall have the use of the

internal University postal service for union business, external mailing costs of the union to be borne by the union, and shall be given a University mailing number. The employer shall allow the union to use the University duplicating services, computing facilities, word processing equipment, and audio-visual equipment on the same basis and at the same rates established by the employer for University users. The employer shall provide the union with suitable meeting rooms as required, free of charge and on the same basis as other voluntary associations within the University which shall include the ability to book available meeting rooms on campuses where the union does not have a permanent office. The employer shall provide the union with use of a designated bulletin board in each department/division for the display of union notices, job postings and other union-related materials. If not the case as a result of the foregoing, each campus will have a dedicated bulletin board for use by the union. The employer shall also provide the union with a lighted bulletin board in an area adjacent to the East Bear Pit of the Ross Building.

Should one be deemed required, any move from the union's current office space will be subject to the same terms, conditions, and negotiations as those enjoyed by any other bargaining unit. Further, the employer will make best efforts to ensure that any new office space is equal to or better than the current facilities.

Proposal #102 Research Leaves 15.15

In each year of the collective agreement 2017-2018, 2018-2019 and 2019-2020 an annual Research Leave Fund will be maintained at a value of the equivalent of 9 type 1 positions to provide up to 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 2017-18 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.

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.

Over the three years a minimum of forty four percent of the awards among the applicants otherwise assessed as meriting an award will be made to applicants who self-identify as a member of one or more of the designated employment equity groups. In the event that the number of applicants assessed as meriting an award does not allow for forty four percent of the awards to be made to applicants who have self-identified as a member of one more of the designated employment equity groups the Research Leave Adjudicating Committee will so report to the Joint Labour Management Committee on an annual basis.

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

Proposal #103 15.21

Effective September 1, 2018 the employer will allocate \$275,000 for the distribution which will be made available to Unit 2...

Proposal #106 Tuition Cost Fund 15.20

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.

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Proposal #107 Professional Development Fund 15.19

Amend existing language to begin...

Effective September 1, 2018, the employer agrees to contribute \$137,500 to the Professional Development Fund in each year of the collective agreement...

Proposal #110A Health & Safety

The Employer will increase the amount of paid time available for participation in JOHSC by 30 Tutor 1 hours per academic year.

Signed off ***Proposal #110B Health & Safety**

The Employer shall provide certification training, delivered by the Workers' Health and Safety Centre, to three members of the CUPE 3903 Joint Health and Safety Committee. It is understood that this is inclusive of the obligation, contained in the Joint Health and Safety Agreement between the Administration and CUPE 3903 signed and dated 1 December 1994, to certify one additional member beyond the legal requirement. Further, upon request to the Joint Health and Safety Committee, in each contract year one worker member of the Committee may attend at a CUPE health and safety course of their choice for up to a maximum of sixteen hours and the employer shall reimburse for all reasonable expenses associated with such training.

Proposal F Amend Article 10.05 as follows

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.

10.05.2 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.

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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.