

# Bargaining Report Back – January 22nd

<i>Issue</i>	<i>Our Proposals (As of Dec 20th)</i>	<i>Employer's Responses (As of Dec 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></p> <p>Employer's counters presented 20th</p> <p>Employer's counters presented Nov 27<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>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, tabled an even more confusing proposal to allow employer right to appoint between 70 and 80 grad students to CDs</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>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> – 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>Hiring</b> – Tabled proposals on equity based hiring procedure but used unclear definition of intersectionality established by employer's counter proposal on 5.03.1</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>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>  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>Defining Under-representation</b>  Proposal tabled to address employer's conflated concern that hiring unit data and confidentiality will be harder to manage than union argues – also lacks clarity on ability to grieve equity based hirings</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>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> - Permanent ASL interpreter at a minimum of 30 hours a week</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> – clean and accessible breastfeeding facilities with access to refrigeration</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>  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 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 – employer trying to trade OHRC grounds for the guarantee of 2 years of funding for those with extensions</p>

	<b>Office of Equity, Diversity and Inclusion at York</b>	Employer NO
<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>Employer's counter to LSTA presented Nov 13<sup>th</sup></p> <p>Employer's counters presented Nov 27th</p> <p>Employer counters presented on December 4th</p>	<b>Authorized replacements</b> – shall not be unreasonably denied. In Nursing, members will be permitted to serve as authorized replacements for preceptored courses	<b>Authorized replacements</b> – no counter proposal
	<b>“Hot Shot” clause</b> - delete	<b>“Hot Shot” clause</b> – Employer NO
	<b>Incumbency</b> – If you've taught course once, you have incumbency and remain qualified to teach course. Clarify that course title change or course code change does not erode incumbency.	<b>Incumbency</b> – No change to length of incumbency, 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> – to be emailed: Employer NO
	<b>NRAs</b> – maintain online database	<b>NRAs</b> – Employer YES
	<b>NRAs</b> – contract deemed offered upon expiry of NRA	<b>NRAs</b> – contract deemed offered upon expiry of NRA: no counter proposal
	<b>BT seniority credit</b> – 1 type 1	<b>BT seniority credit</b> – Employer YES
	<b>Tuition Waiver</b> – lower eligibility and increase value	<b>Tuition Waiver</b> – Employer NO
	<b>Work History</b> – provide online access for members	<b>Work History</b> – Employer YES
	<b>Appointment start date</b> – clarify that appointments start Sept 1, Jan 1 or May 1	<b>Appointment start date</b> – “Contracts will set out a formal start and a formal termination date.”
	<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>Qualifications</b> – no counter proposal
	<b>Offers of Appointment</b> – remove exception for issuing offers after deadlines	<b>Offers of Appointment</b> – hard no from employer
	<b>Long-Service Override</b> – clarify that LSO can be used to protect high seniority/low intensity members in relation to CSSP	<b>Long-Service Override</b> – hard no from employer
	<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>CSSP</b> – no work load guarantee, but a proposal to include a right of first refusal that would undermine seniority; CSSP status to increase to 5 years
	<b>Conversions</b> – Automatic Conversions for those who meet the eligibility for the Conversion Pool and opt for a Conversion.	<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.
<b>Markham Campus</b> – at least 50% of tenure-track positions to go to members of Unit 2 Conversion Pool	<b>Markham Campus</b> – no counter proposal	
<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>Internal hiring process</b> – no counter proposal	
<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>CLAs</b> – no counter proposal	
<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>LSTAs</b> – maintain at 7 appointments per year, some, but not all, LSTAs could be 4 or 5 years (at discretion of department) no other improvements to program, increase ceiling in total number of LSTAs to 75 from 60. Proposed equity language	

	<p><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.</p> <p><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><b>Unit 1 Seniority</b> – Employer will define seniority attached to unit 1 positions and notify unit 1 members of their seniority.</p>	<p><b>SRCs</b> – no counter proposal</p> <p><b>Employer stated that for major unit 2 issues such as conversions, LSTAs, and CLAs they will not be tabling formal counters but see their proposals on these issues as counters to the union’s proposals</b></p> <p><b>Deemed Qualified</b> – no counter proposal</p> <p><b>Unit 1 Seniority</b> – Employer YES</p>
<p><b><u>Union Rights and Communications</u></b></p> <p>Presented to employer Nov 13<sup>th</sup></p> <p>Employer counters presented Nov 20th</p> <p>Employer’s counters presented Nov 27th</p> <p>Employer counters presented on Dec 4th</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>Email</b> Retention of email and library services for 2 years after last contract and upon retirement</p> <p><b>Exec Honoraria</b> Upping executive Honoraria 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>Information</b> Employer proposal only addresses payroll file and online applications – no inclusion of hard copy apps problematic. Tables unclear counter proposal on giving incoming members union information. Information sent out to new graduate student members – Employer Yes</p> <p><b>Email</b> Employer tables access to email for 12 months following completion after last contract. Employer tabled proposal on removal of rights to reject email use and union rejects that proposal for all three units</p> <p><b>Exec Honoraria</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><b>Class Sizes</b> No counter proposal</p> <p><b>Online Courses</b> Deletes Letter of Understanding on Atkinson Correspondent and Internet courses and includes contact and office hours under definitions. Removes language that regulates class size for online courses</p>
<p><b><u>Professional Development</u></b></p> <p>Presented to employer Nov 20<sup>th</sup></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>Unit 2 Research Leaves</b> - Maintain current number and value of Research Leaves. Include equity provision.</p>

Employer's counter on Research leaves presented Nov 27th	<b>Increase to Professional Development Fund</b> Increase fund to \$225,000 per contract year	<b>Increase to Professional Development Fund</b> \$137,500
	<b>Unit 1 Research Costs Fund</b> Extend what is covered under research costs and increase amount to \$125,000 per contract year	<b>Unit 1 Research Costs Fund</b> \$100,000 but no inclusion of list of what constitutes research costs
	<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.	<b>Professional Expense Reimbursements</b> \$275,000 but did not increase individual maximum
	<b>Tuition Costs fund</b> Increase fund to \$15,000	<b>Tuition Cost Fund</b> Increase to \$12,500
	<b>Conference Travel Fund</b> Establish fund of \$125,000 per contract year to support grad students attending conferences	<b>Conference Travel Fund</b> No counter proposal
<b><u>Student Evaluations</u></b>  Employer presented proposal Oct 16 <sup>th</sup>  Union response given Nov 13 <sup>th</sup>  Employer counters presented on December 4th	<b>Union rejects employer's proposal</b>	Employer tables proposal to evaluations being available through restricted access online system.  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.
<b><u>Unit 1 Funding</u></b>  Employer presented proposal Nov 13 <sup>th</sup>  Union proposals presented November 27 <sup>th</sup>  Employer counters presented on December 4th	<b>Graduate Funding Assistance</b> Double GFA amounts for u1 and u3	<b>Union rejects employer's proposal</b> 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.
	<b>Minimum Guarantee</b> Proposals to provide u3 members a minimum guarantee of \$15,000 a year and increase Summer assistance amounts, to \$4000 to help offset for York's tuition increase Proposal to extend minimum guarantee to 6 <sup>th</sup> year priority pool members Proposal to protect members from FGS claiming members have waived their Minimum Guarantee because they have turned down a TAship/position Proposal to protect from preferential treatment for summer TAships	
	<b>Student Status and Funding</b> Proposal to protect employment even if student status changes for u1 and u3	<b>Student Status and Funding</b> – only protect employment after 6 weeks from commencement of course
	<b>International Students</b> Reduce international student fees to domestic level	

	<p><b>Fellowship</b> Proposal to include the fellowship in CA – end claw back of scholarships worth at least \$35,000, establish all additional work performed through York University as additional income on top of minimum guarantee, establish communication process for informing graduate students-employees of fellowship payment options, include a choice in how fellowship funds are received to ensure possibility of summer funding for those who need it.</p> <p><b>Unit 3 Funding Protections – to eradicate the effect of the fellowship on u3</b> Proposal to guarantee a minimum number of GA positions and equity hiring language, language to ensure faculty are not charged a higher standard benefit rate when hiring a GA and a penalty for every RAship that is successfully converted to a GAship.</p>	<p><b>Hard no to all other unit 1 funding issues</b></p> <p><b>Unit 3 Funding Protections – hard no from employer</b></p> <p><b>Unit 3 Funding Proposal from employer –</b> remove grant-in-aid from remunerations for GA work to a separate once-per-term payment</p>
<p><b><u>Health and Safety</u></b></p> <p>Union proposals presented November 27th</p>	<p>Proposal to include guaranteed timelines and penalties for late responses to health and safety issues. Also includes CDship for a health and safety coordinator and timelines and penalties around training and payment of health and safety committee members. Employer to pay for one CUPE JHSC member to attend one CUPE course on health and safety per year.</p>	<p>Employer tabled proposal for attendance of one CUPE health and safety course up to ten hours for someone – did not specify 10 hours per year, 30 marker/grader hours for joint health and safety work, no to notifying members of workplace hazards such as bomb threats.</p>
<p><b><u>Wages and Benefits</u></b></p> <p>Union proposals presented December 4th</p>	<p><b>Wages and Late Pay</b> 4% wage increase each year of the collective agreement and add late penalty of 10% for late pay cheques paid to employee.</p> <p><b>Childcare</b> Increase childcare fund to \$400,000 dollars, increase subsidies and contributions to both Keele campus daycares and letter of intent on childcare facilities at Glendon and Markham campuses</p> <p><b>Benefits</b> Increase dental to \$5000/year and add services, increase vision to \$2000/year, increase paramedical to \$5000/per specialty with combined maximum of \$10,000 and add services, increase post-retirement benefits to member benefits levels. Proposals tabled to gain access to automatic enrolment in benefits, year-round coverage from date of last contract and access to the employee and family assistance program EFAP.</p> <p><b>Leaves</b> Proposals tabled to expand amount of and access to LTD. Increases to paid maternity leave and access to gendered violence leave</p>	<p><b>Wages and Late Pay</b> 1.55 each year of collective agreement Childcare</p> <p><b>Childcare</b> Childcare fund increase of \$250,000, hard no to letter of intent on childcare at Glendon and Markham, \$10,000 dollar increase to subsidies for Keele centre facilities but no to contributions to operating budget</p> <p><b>Benefits –</b> No to sun life benefits, increase EHB to \$200,000 but include a summary to LMC and years of collective agreement</p> <p><b>Leaves –</b> No</p>

	<p><b>Funds</b> Proposals tabled to provide rebates/refunds for transportation and on-campus rentals, increase ways and means and increase the trans fund to \$100,000/year, and gain \$100,000/year sexual assault survivors fund, \$50,000/year accessible course content fund and \$40,000/year racial discrimination fund.</p>	<p><b>Funds</b> No to transportation and on-campus rental rebates/refunds, no to sexual assault survivor's fund, no to accessible course content fund, no to racial discrimination fund. Increase to trans fund to \$40,000 and increase ways and means to \$85,000 but no increase to \$10,000 dollars for accessibility for members.</p>
	<p>Other proposals tabled to:</p> <ul style="list-style-type: none"> <li>• Ensure minimum guarantee is not offset by replacement work</li> <li>• Mandate compensation for extra days worked and establish new maximum work hours for nursing in particular</li> <li>• Provide notice for practicum placements</li> <li>• Increase hours for EI to 600 per course</li> <li>• Cover parking and transportation costs</li> <li>• Lower the eligibility for the Tuition Waiver for Spouses and Dependents</li> <li>• Add severance pay</li> <li>• Payment for directed reading and graduate supervision</li> </ul>	<p>Other proposals tabled to:</p> <ul style="list-style-type: none"> <li>• Ensure minimum guarantee is not offset by replacement work – agree in principle but employer believes its best addressed by their unit 1 funding proposal</li> <li>• Mandate compensation for extra days worked and establish new maximum work hours for nursing in particular – EMPLOYER NO</li> <li>• Provide notice for practicum placements – EMPLOYER NO</li> <li>• Increase hours for EI to 600 per course – EMPLOYER NO</li> <li>• Cover parking and transportation costs – EMPLOYER NO</li> <li>• Lower the eligibility for the Tuition Waiver for Spouses and Dependents – EMPLOYER NO</li> <li>• Add severance pay – EMPLOYER NO</li> <li>• Payment for directed reading and graduate supervision – EMPLOYER NO</li> </ul>