

**EMPLOYER RESPONSES TO UNION PROPOSALS BY PROPOSAL NUMBER
and EMPLOYER PROPOSALS**

To guarantee there is no disruption to the students of York, the University is willing to refer all outstanding matters preventing the renewal of the Collective Agreement to interest arbitration upon the agreement of CUPE 3903-2.

UNIT 2

February 23, 2018

Wages and Benefits (34 Proposals)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
1a.	U2 10.04	New	Wages	4% wage increase each year of the collective agreement	<p>Unit 2</p> <ul style="list-style-type: none"> Increase salary rates in 10.4 and authorized replacement rates in 15.03.1 by Increase salary rates in 10.4.1 and authorized replacement rates in 15.04.1 by 1.7% effective September 1, 2017, September 1, 2018 and September 1, 2019.
1b.	U2 10.08	New	Increase vacation pay to 6%	<p>Language amended and presented to the employer on January 25th</p> <p>All members of the bargaining unit shall be entitled to an additional 4% of salary as vacation pay. Vacation pay shall be calculated, identified separately, and included as part of an employee's regular monthly salary payment unless the employee requests in writing at the time she is appointed that her vacation pay be included in the last regular monthly salary payment.</p> <p>Effective January 1, 2018, vacation pay for all members of the bargaining unit shall increase to 6% of salary.</p>	<p>10.09 All members of the bargaining unit shall be entitled to an additional percentage of their salary as vacation pay. For those employees who have less than five years of cumulative service, vacation pay shall be 4%. For those who have five or more cumulative years of service they will receive vacation pay of 6%. Vacation pay shall be calculated, identified separately, and included as part of an employee's regular monthly salary payment unless the employee request in writing at the time she is appointed that her vacation pay be included in the last regular monthly salary payment.</p>

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2	U2 10.04.7	New	Penalize employer for late pay cheques	For any appointment that has commenced, where the Employer fails to remit payment on the regular pay day the Employer shall pay an additional 10% of the monthly salary for the appointment per month to the Employee as a penalty.	No.
3	U2 15.12.2 and 15.12.3	<p>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 shall be \$37,000. By September 30 of each academic year the employer will allocate \$40,000 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</p> <p>15 13 3 - By September 30 of each academic year the Employer will allocate \$40,000 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</p>	Campus Childcare Facilities	<p>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 shall be \$80,000. By September 30 of each academic year the Employer will allocate \$80,000 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</p> <p>The Employer agrees to contribute annually to operating costs of the York Co-operative Day Care Centre facility. In each year of the collective agreement, the amount allocated shall be \$80,000. By September 30 of each academic year the Employer will allocate \$80,000 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</p>	<p>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 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</p> <p>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</p>

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4	Letter of Intent All Units	New	Campus Childcare Centres at Markham and Glendon Campuses	<p>Mindful of the connections between accessible education, job security and affordable childcare, the employer confirms its intent to develop adequate childcare services for CUPE 3903 members and the wider York University community at both Glendon and Markham Campuses during the life of this contract, 2017 to 2020.</p> <p>The employer shall develop accessible and affordable childcare services at Glendon Campus immediately. The employer shall 1) locate and secure a suitable and accessible location for the childcare facility on Glendon campus and 2) fund the initial construction, development and staffing of the childcare facility in accordance with the rules and regulations set out by the Child Care and Early Years Act, 2014. The Employer agrees to contribute annually to operating costs of the Glendon childcare facility. In each remaining year of the collective agreement, the amount allocated shall be \$80,000. Additionally, once the childcare facility has become operational, the Employer will allocate \$80,000 a year for the remaining years of the contract to the Glendon Childcare facility to be used for subsidies for members of CUPE 3903 who use the services of the facility. These childcare services will be developed in consultation with CUPE 3903 and other community groups that have a vested interest in accessible and affordable childcare at Glendon Campus. Failure to follow through on the development of an accessible and affordable childcare facility at Glendon campus during the life of this contract will result in a \$350,000-dollar donation to CUPE 3903's childcare fund.</p> <p>The employer shall develop accessible and affordable childcare services at Markham Centre Campus during the next contract period, 2017 to 2020. Although Markham Centre Campus will not be operational until 2021, the employer shall 1) locate</p>	No. Addressed by #5 below

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				and secure a suitable and accessible location for the childcare facility on Markham Centre campus and 2) fund the initial construction, development and staffing of the childcare facility in accordance with the rules and regulations set out by the Child Care and Early Years Act, 2014. These childcare services will be developed in consultation with CUPE 3903 and other community groups that have a vested interest in accessible and affordable childcare at Markham Centre Campus. If final plans or budgets for the Markham Centre Campus are approved by York's decision-making bodies without the inclusion of a childcare facility at Markham Centre Campus, the employer will make a \$350,000-dollar donation to CUPE 3903's childcare fund.	
5	U2 15.12.4	A Childcare Fund in the amount of \$200,000 will be made available in each of 2015-2016 and 2016-2017 The administration of the Fund will be referred to the Joint Labour Management Committee	Increase to the Childcare Fund	Effective September 1, 2017, the \$200,000 allocated to this fund will be increased to \$400,000. 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.	A Childcare Fund in the amount of \$260,000 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.
6	U2 15.28	Effective September 1, 2011 the Employer will provide to CUPE 3903 a 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. Effective September 1, 2014, the total amount will be increased to \$170,000, and effective September 1, 2015 the total amount will be increased to \$180,000 per year	Increase Extended Health Benefits	Effective September 1, 2017 the Employer will provide to CUPE 3903 a total amount of \$300,000 in each year of the agreement to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement.	On each of September 1, 2018 and September 1, 2019, the Employer will provide to CUPE 3903 a total amount of \$220,000 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.
7	U1 10.14 U2 10.11 U3 10.10 (1)	The Employer shall contribute toward the yearly administration cost and eligible claims under an Administrative Services Only ("ASO") Group Dental	Dental	The employer shall contribute toward the yearly administration cost and eligible claims to the amount of \$5000 dollars a year per employee under an Administrative Services Only ("ASO") Group Dental Plan. Orthodontics and dental implants shall be	Existing plan is a very good plan.

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		Plan for each employee		considered an eligible expense under the ASO Group Dental Plan.	
8	U2 10.14.1	The employer shall contribute toward the yearly administration cost and claims under an ASO Group Vision Care Plan for each employee	Vision	The employer shall contribute toward the yearly administration cost and claims under an ASO Group Vision Care Plan to the amount \$2000 every two years for each employee	Existing plan is a very good plan
9	U2 10.16,	New	Paramedical	The employer shall contribute toward the yearly administration cost and claims under an ASO Group Paramedical Plan for each employee. The employer will pay 100% of the costs, up to a maximum of \$5,000 per specialty and an overall combined maximum of \$10,000 per person per benefit year for all paramedical specialists including, but not limited to: licensed psychologists and social workers, licensed massage therapists, licensed physiotherapists, licensed naturopaths, licensed chiropractors, licensed podiatrists and chiropodists including the full cost of all orthotics, licensed psychoanalysts, licensed psychotherapists, licensed family therapists, licensed psychiatrists, licensed acupuncturists, licensed audiologists, licensed occupational therapists and shiatz.	No.
10	U2 10.17	New	Automatic Enrolment in Benefits Plan for all Members	All bargaining unit members shall receive the benefits enrolment form and/or link to a benefits enrolment form with a benefit booklet and a link to https://3903.cupe.ca/benefits-plan/ with the written offer of employment or written notice of assignment	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.
11	U2 10.17	For employees in the priority pool other than PhD 6 whose employment is in one term only such that there will be a gap of no more than eight months before their next Unit 1 appointment, they will have Dental, Drug and Vision benefits coverage extended for up to eight months rather than four months . As an administrative matter, any claims after the first four months and before the end of the	Provide year-round coverage for all members	For employees who have held a contract for any period in a given academic year, they shall be eligible for all health-related benefit coverage for that full academic year (i.e. Sept. 1-Aug. 31)	No change.

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		eight months would not be submitted until the employee returns to work and eligible claims would be promptly paid thereafter.			
12	U2 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 \$56,000 in 2011-12, \$70,000 in 2012-13, and \$84,000 in 2013-14 . Any unspent portion of the Employer's annual contribution will be carried forward to the next year.	Post-Retirement Benefits	The Employer agrees to fully fund drug, dental, vision care, and other negotiated benefits at the level of the current CA for Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement.	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.
13	U2 10.19	New	Access to EFAP		AGREED: The Employer shall provide access to all members and their family to the Employee and Family Assistance Program (EFAP) for the remainder of any academic year in which an employee has worked under a contract.
14	U2 10.12.3	New	Continuous Coverage from Sick Leave to LTD	The employer agrees to ensure that members covered under this plan receive uninterrupted coverage between the end period of sick leave and the start of LTD.	No. This proposal is unworkable where employees may or may not be eligible for sick leave and/or have applied or provided all that is required for LTD coverage.
15	U2 10.12.1	The Employer shall contribute towards the yearly premiums of the existing UNUM Long-Term Disability Plan or another Long-Term Disability Plan that provides at least the same level of benefits as the existing UNUM plan (the "LTD Plan") for	Add LTD coverage to U3 & reduce earnings requirement	The Employer shall contribute towards the yearly premiums of the existing UNUM Long-Term Disability Plan or another Long-Term Disability Plan that provides at least the same level of benefits as the existing UNUM plan (the "LTD	No. Note that the carrier name in the Collective Agreement and the Union proposal is incorrect. We propose amending the Collective Agreement to reflect the existing LTD carrier:

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		<p>employees who meet the criteria in (i) and (ii) below:</p> <p>(i) has at least four months of service to the University and will earn at least \$8,200 (if the fall/winter earnings are less than \$8,200, the previous summer's earnings will be taken into account to determine eligibility); and</p> <p>(ii) is not covered by another employer-paid long-term disability plan, shall be enrolled in the LTD Plan</p>		<p>Plan") for employees who meet the criteria in (i) and (ii) below: (i) has at least four months of service to the University and will earn at least \$2,000 (if the fall/winter earnings are less than \$2,000, the previous summer's earnings will be taken into account to determine eligibility); and (ii) is not covered by another employer-paid long-term disability plan, shall be enrolled in the LTD Plan</p> <p>All provisions concerning the establishment or maintenance of the UNUM Long Term Disability Plan shall be governed by the Labour/Management Committee. It is further recognized and understood that the representatives of the union are equally entitled to being involved in the processing of claims by the members of the Plan including directly interacting with the representatives of the carrier, any third-party broker, and all administrators of the employer handling administrative matters relating to such claims. It is recognized that members may initiate claims by way of contact through the union</p>	RBC Life Insurance.
16	LTD Plan Text	Members receive 66% of wage at time of disability/leave	<p>Increase LTD payment</p> <p>Proposal Amended Nov 13/17 – Increase LTD payment</p>	10.12.1 (iii) Employees shall receive as monthly benefit 80 % of their wages or \$4,000 whichever is less.	No. Existing plan is excellent.
17	U2 17.07	Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a female employee shall be entitled to paid maternity leave of up to seventeen thirty-fifths of the period of her Appointment Contract(s). Requests for Maternity Leave will be made as soon as practicable, and normally no later than one month before the intended start-date of the leave	Paid Maternity Leave	Upon written request to the Chair/Dean/Director indicating the expected date of delivery, an employee shall be entitled to paid maternity leave of up to thirty five thirty-fifths of the period of her appointment contract(s). Requests for Maternity Leave will be made as soon as practicable, and normally no later than one month before the intended start-date of the leave.	No.
18	U2 17. 23	New	Sexual Violence and/or Gender-Based Violence Leave	An employee shall be eligible for gender-based and/or sexual violence leave if they are prevented, by the long-term physical and emotional trauma that stems from being a survivor of gender-based or	<p>Add new</p> <p>An employee may request and take a domestic or sexual violence leave where they or their child</p>

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				<p>sexual violence, their normal assigned duties. To qualify for gender-based and/or sexual violence leave the employee must have notified their supervisor as to the expected duration of the leave and, if requested to do so, provide proof of ongoing physical or emotional trauma in the form of an appropriate certificate signed by a qualified practitioner. Under no circumstance will the nature or extent of the gender-based and/or sexual violence experienced by the survivor have to be disclosed to the employer and the employer will ensure complete confidentiality regarding the nature of the employee's leave. In the case of an extended absence, the employee, to the best of their ability, shall keep their supervisor informed of the anticipated date of the employees return.</p> <p>If the employee satisfies the above, they shall suffer no reduction in pay for sick leave of up to a total of eight-thirty-fifths of the period of their Appointment Contract(s). In the fall/winter session, one thirty-fifth equals one week in time off and one week in salary. In all other sessions, one thirty-fifth equals one week in time off, but one thirty-fifth of the salary of the employee's appointment contract(s).</p> <p>For employees with at least four months of service to the University, earning a minimum of \$8,200, a gender-based and/or sexual violence leave supplement of up to four months in time off, including the paid gender-based and/or sexual violence leave entitlement as provided for in ARTICLE NUMBER, shall be granted by the Dean/Principal or designate upon submission of an appropriate certificate signed by a legally qualified practitioner that such additional sick leave is required. Again, under no circumstance will the nature or extent of the gender-based and/or sexual violence experienced by the survivor have to be disclosed to the employer and the employer will</p>	<p>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.</p> <p>Upon approval of such a leave the employee will be entitled to a paid leave of up to six 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.</p>

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				<p>ensure complete confidentiality regarding the nature of the employee's leave.</p> <p>Where an employee has exhausted their gender-based and/or sexual violence leave and any other leave entitlement under this agreement, they may be eligible for Long Term Disability.</p> <p>Where an employee who qualified for and received LTD benefits returns to work they shall be credited for applicable prior experience during the period of their leave accrued at a rate equivalent to the greater of the average rate of accrual during the two twelve-month periods immediately preceding the leave, or the rate of accrual at the point of the commencement of the leave.</p>	
19	U2 15.05.2	New	Cover Public Transit Costs	The employer will reimburse employees 100% for all public transit costs.	No.
20	U2 15.05	When an employee is appointed or assigned duties at a place of work other than the York University campus, the employee shall be reimbursed for those reasonable costs of travel to and from the off-campus place of work which are in excess of the normal costs of travel to and from the employee's principal residence and the York University campus. Automobile expenditures in this regard shall be reimbursed at a rate of \$.45per kilometre in excess, or whatever kilometreage policy is in effect, whichever is the greater.	Increasing mileage rate and tying to CRA recommended rate; include parking costs	<p>When an employee is appointed or assigned duties at a place of work other than the York University campus, the employee shall be reimbursed for those reasonable costs of travel to and from the off-campus place of work which are in excess of the normal costs of travel to and from the employee's principal residence and the York University campus. Automobile expenditures in this regard shall be reimbursed at the automobile allowance rate, as set and amended from year to year by the Canada Revenue Agency.</p> <p>When an employee is employee is appointed or assigned duties at a place of work other than the York University campus, the employee shall be reimbursed for the parking costs associated with that place of work.</p>	No. The kilometrage paid is the same as extended to all employees of the University and is standard.
21	U2 12.18.5	New	Provide notice for	In the Department of Nursing, Placement	

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			practicum placements	confirmations including both the location and the day of the week, shall be posted four (4) weeks in advance of the start date. Anything less than 4 weeks' notice shall be subject to 10% compensation.	No. Not feasible with placement difficulties.
22	U2 15.29	New	Provide partial refund for campus residence cost	All members of the bargaining unit who reside in university housing on York University campuses shall receive, for each month in which they reside there, \$200 per month as a partial reimbursement for rental payments.	No.
23	U2 20.01	Effective September 1, 2011 the \$10,000 allocated to this Fund will be increased to \$20,000. Effective September 1, 2014 \$30,000 will be allocated to this Fund. 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, \$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).	Increase Ways and Means	Effective September 1, 2017 the \$30,000 allocated to this fund will be increased to \$40,000. 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, \$30,000 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: 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).
24	U2 15.30	New	Sexual Violence Survivor Fund	Effective September 1, 2017, the Employer will provide to CUPE 3903's Trans Feminist Action Caucus a total amount of \$100,000 each year to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence.	No. University addressing the issue of supporting survivors as a campus wide concern through the Sexual Violence Response Centre.
26	U2 15.23	New	Increase to Trans Fund	Effective September 1, 2017, \$100,000 will be allocated to this Fund annually. Allocations from the Fund will be made by the Union. An annual report	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

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				on the disbursement of monies shall be submitted in writing to the Labour Management Committee	pre-established and posted guidelines. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.
27	U2 15.31	New	Racial Discrimination Fund	<p>Effective September 1st 2017, the Employer will allocate \$40,000 per contract year to the union to assist racialized members who have experienced racism and discrimination. The fund will be set up and administered by the union. A report of disbursement of funds through the LMC will be made to York.</p> <p>York will support the tracking of racial discrimination experienced by members of 3903 on campus through a fund to the amount of \$40,000 to help all unit members meet obligations during this stressful time. The fund will be set up and administered by the union. A report of disbursement of funds through the LMC will be made to York.</p>	The Employer believes that the appropriate allocation of funding and resources for campus-wide research and review should be conducted through the new VP in the area of Equity.
29	U2 12.20		<p>Mandate compensation for extra days worked.</p> <p>New maximum work hours for nursing in particular</p>	<p>Where an employee is required to conduct a make-up exam, or make-up practicum day, work an additional day or attend an orientation, they shall be compensated at the marker/grader rate for each hour worked.</p> <p>Existing Clinical Course Directors in the Department of Nursing will have a maximum of 16 hours per academic year in orientation. New Clinical Course Directors will have a maximum of 24 hours per year in orientation.</p> <p>Employees contracted as CCDs in the Department of Nursing shall be expected to work 12 week contracts. Anything in addition should be paid at the marker/grader rate.</p>	No.

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30	U2 12.23	New	Payment for graduate student committee work	Contract faculty who serve on master theses, major research papers, and/or doctoral dissertation committees according to OCGS and FGS regulations and, if applicable, graduate program regulations, must be reimbursed for such committee work at the rates specified in Appendix O of the YUFA Collective Agreement, and shall be subject to article 12.04.V	No.
31	U2 12.23	New	Payment for undergraduate directed reading course and senior theses	Contract faculty who supervise undergraduate students in a course of directed reading or in a senior thesis must be reimbursed at a rate of two-sixths the value of a full course directorship at the prevailing rate per student. Contract faculty shall be eligible for all appointments involving supervision of undergraduate students that are performed by full-time faculty members in individual hiring units. These appointments shall include both for-credit and non-for-credit courses offered by the departments, and shall include Honours Thesis courses, Research Practicum courses, Supervised Reading courses, and all other similar offerings. Where it is normally expected that an undergraduate student shall by herself identify a suitable supervisor for the course, Contract faculty approached by students shall not be refused appointment to the respective position by the hiring unit, provided a member has the demonstrable capacity to serve in the supervisory role, equally to, but not necessarily exceeding the one expected from full-time faculty members in the department. Applicable Prior Experience (APE) for these appointments will be equal to that accrued by full-time faculty members for appointments in these positions in respective departments, as per current workload documents used in individual hiring units. The remuneration for these appointments shall be calculated by prorating the prevailing CD rate for the APE as described above, and shall be subject to article 12.04.V	No.

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32	U2 10.03.2	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.	Increase hours for EI	For employment insurance purposes only, a course instructor for a 6-credit course will be deemed to have worked 600 hours. Other assignments will be pro-rated.	No. This request ought be withdrawn as improper as it is made solely for the purposes of seeking increased access to EI.
33	U2 15.22	Employees who, over the past three years, have held an average of 2 .5 type 1 or equivalent positions per year will be eligible to apply for a waiver of the tuition fees for degree credit courses offered by York University on behalf of their spouse and dependent(s) at the domestic rate in accordance with the University's Academic Fee Waiver Policy, which may change from time to time. For clarity, "dependent" is defined as any individual eligible to be claimed as a dependent for York University Benefits Plan purposes."	Lowering the eligibility for the Tuition Waiver for Spouses and Dependents	Employees who, over the past three years, have held an average of 2 type 1 or equivalent positions per year will be eligible to apply for a waiver of the tuition fees for degree credit courses offered by York University on behalf of their spouse and dependent(s) at the domestic rate in accordance with the University's Academic Fee Waiver Policy, which may change from time to time. For clarity, "dependent" is defined as any individual eligible to be claimed as a dependent for York University Benefits Plan purposes."	No.
	U2 Letter of Understanding	...shall receive 3/35 of the grid rate in the severance year for the position of course director for each year of service in which the employee held at least one Type 1 or equivalent position in the bargaining unit.	Add severance pay	...shall receive 6/35 of the grid rate in the severance year for the position of course director for each year of service in which the employee held at least one Type 1 or equivalent position in the bargaining unit.	No.

Tuition and Funding (14 Proposals)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
44	All Units	New	Provide tuition rebates	Bargaining unit members will have all tuition fees fully rebated to them for each semester that they are registered as either a full-time or part-time student at York University	No.

Job Security and Workload (27 Proposals)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal

50	U2 15.03.1	Such authorized replacement is intended to fill short-term emergency staffing needs normally not exceeding one month during the fall/winter session or an equivalent period during any other session.	Ensure authorized replacements are available	Such authorized replacement is intended to fill short-term emergency staffing needs normally not exceeding one month during the fall/winter session or an equivalent period during any other session. Requests for authorization shall not be unreasonably denied. In the Department of Nursing, employees will be permitted to serve as authorized replacements for preceptored courses when colleagues are unavailable.	New 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.
51	U2 22.05		Employer's responsibility to maintain an online postings and NRA database		AGREED: The Employer shall maintain and update an online system for postings issued for the academic year and archive postings and Notices of Recommended Appointments issued. 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 provided a review of the changes at a Labour Management Committee meeting.
52	U2 12.04.1(i)	DELETE and renumber rest of article	Get rid of "hot shot" clause		No
53	U2 12.06.1	Notwithstanding the required and preferred qualifications, a candidate who has held a given position within the past 36 months shall be deemed to meet both the required and preferred qualifications for the position provided that the nature and/or substance of the course have not been substantially altered. On the occasion of an	Expand and improve incumbency language	Notwithstanding the posted qualifications, a candidate who has previously held a given position shall be deemed to meet all of the qualifications for the position provided that the nature and/or substance of the course have not been substantially altered. It is further understood that a course-title	Add to Unit 2 – 12.06.1 Leave existing language and add: It is further understood that a course-title change and/or a course-code change shall not by

		employee returning to the bargaining unit from a contractually limited appointment of more than 36 months, the latter time limit will be increased to 42 months.		change and/or a course-code change shall not be viewed as a substantial alteration for the purposes of this article. Furthermore, substantial alteration shall be deemed to have occurred only if the courses are never considered to be course credit exclusions.	themselves be viewed as a substantial alteration for the purposes of this article.
54	U2 12.11.1 (The CA is misnumbered. It should be changed to 12.12.1)	New	Require NRAs to be emailed to members, or by mail if requested	Add second sentence: Electronic copies of each NRA shall be sent via email to applicants within 48 hours of issue, to the address listed on the members' application. Members shall have the option of receiving the NRAs by mail upon receipt of written request to Faculty Relations	No
55	U2 12.13.6	New	Contract deemed issued upon NRA expiry, even without written offer	Notwithstanding 12.13.1 and 12.13.2, a contract shall be deemed to have been issued immediately after the expiry of the Notice of Recommended Appointment, even where no Written Offer of Appointment has been sent to the applicant.	No. The current language provides timelines.
56	U2 15.08.3	New	Bargaining Team to get seniority credit	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, or CUPE 3903 bargaining team, including service on the CUPE 3903 executive or national executive served while a full-time graduate student employee in Unit 1 or Unit 3	AGREED: Employees shall be entitled to accrue 1 Type 1 unit of applicable prior experience (APE) credit for every twelve months of service on the CUPE 3903 or national executive, including service on the CUPE 3903 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 unit of applicable prior experience credits for service on the bargaining team, including service on the CUPE 3903 bargaining team 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.
57	UNIT 2 15.13	Persons who have held at least three Type 1 positions or equivalent in the bargaining unit during the previous thirty-six months, including at least one position during the twelve-month period preceding application, shall be eligible during the subsequent twelve months for a tuition fee waiver for York University degree credit work, either at the graduate or undergraduate level, approved for a program to which they have been admitted. The limit to the tuition fee waiver in the twelve-month period is the maximum value of fees payable by a part-time student in the program in which she is enrolled. (See also Article 15.20 Tuition Costs Fund.)	Lower eligibility criteria, and increase value of waiver	Persons who have held at least two Type 1 positions or equivalent in the bargaining unit during the previous thirty-six months, including at least one position during the twelve-month period preceding application, shall be eligible during the subsequent twelve months for a tuition fee waiver for York University degree credit work, either at the graduate, professional or undergraduate level, approved for a program to which they have been admitted. The limit to the tuition fee waiver in the twelve-month period is the maximum value of fees payable by a full-time student in the program in which she is enrolled. (See also Article 15.20 Tuition Costs Fund.)	No.
58	UNIT 2 12.09.02	NEW para (make 12.09.2)	Provide access to work histories	In addition, all bargaining unit members will have year-round access to their individual work histories through an online system maintained by the employer, within 90 days of the ratification of the Collective Agreement. In the event that the work history database is inaccessible to employees, the employer agrees to extend all relevant application deadlines by a mutually agreed upon period of time.	AGREED: 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.
59	New language – 12.21.1 Old language – 12.21.2 (eliminate 1 st sentence)	New	Specify appointment start date as Sept. 1, Jan. 1 or May 1	For Fall and Fall/Winter positions, the appointment shall be considered to commence on Sept. 1. For Winter positions, the appointment shall be considered to start on Jan. 1. For Summer positions, the appointment shall be considered to start on May 1.	Add to Unit 2 – 12.21 new 2nd sentence: Contracts will set out a formal start and a formal termination date.

60	U2 11.01.3	The qualifications for all positions in the bargaining unit must be reasonable and demonstrably relevant to the posted positions, including in cases where tutor positions are posted in Unit 1 and Unit 2.	To limit U2 required qualifications to those asked of Unit 1 members Nursing- specific language added to phase out the onerous and ageist expectations on bargaining unit members	See February 16th Proposal	Add: In the Department of Nursing, qualifications set with respect to proof of practice will be reasonably connected to the duties of the position.
61	U2 12.13.2(i) and (ii)	New	Remove exception for issuing offers	(i) With the exception of emergency postings, and in the absence of queries or grievances, Offers of Appointment for the fall/winter session will be issued by July 7. (ii) With the exception of emergency postings, and in the absence of queries or grievances, Offers of Appointment for the summer session will be issued by April 1.	No. We have timelines and need flexibility for emergent situations. It is a big job.
62	U2 12.01	12.01 (vii) Articles 12.03.1 (Long-Service Override) and 12.03.2 (circumstances in which candidates have equal applicable prior experience) will apply and employees participating in the Continuing Sessional Standing Program exercise may make use of the Article 6 grievance procedure in respect of any courses posted in the exercise that they were not offered but believe they should have been offered pursuant to the terms of the Continuing Sessional Standing Program	To ensure that high-seniority/low-intensity members are not displaced from teaching appointments.	12.01 (vii) Article 12.03.1 (Long-Service Override) shall apply to all positions offered under the CSS program, regardless of whether the employee seeking to invoke Long-Service Override provisions is herself a member of the CSS pool. The LSO provision may not be used for more than 1 FCE by a member who is not in the CSSP to obtain work otherwise offered to a CSSP member. Article 12.04.2 (circumstances in which candidates have equal applicable prior experience) shall apply to all applicants in the CSS pool. Employees participating in the Continuing Sessional Standing Program exercise may make use of the Article 6 grievance procedure in respect of any courses posted in the exercise that they were not offered but believe they should have been offered pursuant to the terms of the Continuing Sessional Standing Program.	No. Runs contrary to the design and value of the CSSP and the University therefore is not persuaded to agree.
63	U2 12.01	Continuing Sessional Standing Program Guarantee Employees with Continuing Sessional Standing who have a minimum average annual teaching intensity of 2 Type 1 or equivalent positions	CSSP Guarantee	Continuing Sessional Standing Program Guarantee Employees with Continuing Sessional Standing who as of October 1, 2017 have accumulated 5 years of service or more,	CSSP 12.01 Revise section <i>Cessation of Continuing Sessional Standing</i> :

		<p>over the previous 5 contract years and who are offered 2/3 or less of their average number of Type 1 or equivalent positions based on the previous 5 contract year period will, upon application, receive as a one-time payment of 1/4 of the rate for each position less than their average number of Type 1 or equivalent positions. For example, if an employee with Continuing Sessional Standing has an average annual teaching intensity of 3 Type 1 or equivalent positions over the previous 5 contract years and is offered 2 Type 1 or equivalent positions, then upon application the employee will receive 1/4 of the rate for 1 Type 1 or equivalent position . If the employee is for a second time offered 2/3 or less of her average annual number of Type 1 or equivalent positions based on the previous 5 contract years, the employee will receive a one-time payment of 1/8th the rate for each position less than their average number of Type 1 or equivalent positions .</p> <p>To qualify for the payment described in the paragraph above an employee must have:</p> <p>(a) provided notice of participation in the Continuing Sessional Standing exercise to all applicable hiring units (i.e., all hiring units whose curriculum includes courses for which, if offered as Unit 2 bargaining unit work, she would be the most senior incumbent candidate); and</p> <p>(b) additionally applied for bargaining unit positions in accordance with her "normal" historical application profile and was available for appointment to these positions .</p> <p>An employee who is twice offered 2/3 or less of her average number of Type 1 or equivalent positions based on the previous 5 contract years and has received the two one-time payments described above may either elect to opt out of the program or accept the number of positions offered. An employee who elects to opt out of the Continuing Sessional Standing</p>		<p>or have accumulated fewer than 5 years of service and are members of any one or more of the five employment equity groups, shall be offered teaching appointments in the amount of 3 Type 1 or equivalent positions in each of the three contract years in which an employee is a member of the CSS pool as of October 1, 2017.</p> <p>Employees with Continuing Sessional Standing who as of October 1, 2017 have accumulated fewer than 5 years of service shall be offered teaching appointments in the amount of 2 Type 1 or equivalent positions in each of the three contract years in which an employee is a member of the CSS pool as of October 1, 2017.</p> <p>Members with historic teaching profiles in more than one hiring unit may be offered positions by any of these hiring units. In the event the employer fails to offer teaching appointments as per above, the employees will receive a payment for 2 Type 1 positions in the current contract year, and applicable prior experience credit for 2 Type 1 positions.</p> <p>Cessation of Continuing Sessional Standing</p> <p>Employees who meet the eligibility criteria for Continuing Sessional Standing shall maintain this status for a minimum of three contract years and shall continue in this status for successive three contract year periods provided that as of the September 1 at the end of each 3 contract year period, she has a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the three contract year period just completed.</p> <p>In the event that the employee's average annual teaching intensity, excluding any</p>	<p>Cessation of Continuing Sessional Standing</p> <p>Employees who meet the eligibility criteria for Continuing Sessional Standing shall maintain this status for a minimum of <u>five</u> contract years and shall continue in this status for successive <u>five</u> contract year periods provided that as of the September 1 at the end of each <u>five</u> contract year period, she has a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the <u>five</u> 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 <u>five</u> contract year period, she will no longer have Continuing Sessional Standing.</p>
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64	U2 23.01	<p>In recognition of the substantial contribution to the University community made by long-term employees, of the obstacles that have faced these employees in their attempts to find academic employment, the parties have agreed to establish an Affirmative Action Program as outlined below. The parties agree that this Program is an ongoing commitment.</p>	<p>Changes to the preamble of the Conversions (Affirmative Action) Program</p>	<p>In recognition of the social harm done by precarious academic employment and the substantial contribution to the University community and academic mission made by long-term employees and of the obstacles that have faced these employees in their attempts to find academic employment, the parties have agreed to establish an Affirmative Action Program as outlined below. The parties agree that this Program is a means of promotion that requires an ongoing commitment by YUFA faculty to fully integrate qualified contract faculty.</p>	<p>No. We have worked over past agreements with LSTA, CSSP and other models to provide greater job security and ongoing access to work for those employed within Unit 2.</p>

65	U2 23.04 ii	<p>(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.</p>	Automatic Conversions	<p>ii) Conversions will be automatic upon meeting the eligibility criteria specified in 23.02.1 (i) or (ii). However, employees eligible for conversion to a probationary-tenure stream appointment may decline a conversion appointment and opt instead to remain in the Special Renewable Contract (SRC) program or to remain in the CUPE 3903 Unit 2 bargaining unit under Continuing Sessional status and a Long Service Teaching Appointment.</p>	<p><i>Replace existing 23.04 (ii) with a new 23.04(ii) and amend 23.04(iv) as follows:</i></p> <p>23.04 Recommendations</p> <p>(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.</p> <p>(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 one recommendation in 2017-2018, one recommendation in 2018-2019 and one recommendation in 2019-2020 of Affirmative Action Pool members. These recommendations will be for full-time faculty positions to the professorial or alternate tenure stream. A minimum of 1/3 of recommendations for appointments will be from among candidates who self-identify as a member of one or more of the designated employment equity groups.</p> <p>(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).</p> <p>(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.</p> <p>(v) If an applicant is not recommended by the School or Department for a tenure stream position, an explanation will be provided to the</p>
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					<p>applicant on request.</p> <p>Letter on Career Advancement Program</p> <p>The University Academic Plan 2015-2020 notes that key enablers in meeting the University's paramount goal of academic excellence are increasing the full-time faculty complement and improving student / faculty ratios.</p> <p>In support of these efforts the University will, for the period from September 2018 to August 31, 2020, establish and offer a voluntary Career Advancement Program for interested Unit 2 members through the Teaching Commons.</p> <p>The Program will be developed to provide support and resources to Unit 2 members in their preparation for competitions for full-time faculty positions at York and elsewhere in the professorial and alternate stream.</p> <p><i>[Note that nothing prevents Unit 2 members applying from all other posted YUFA positions and not only may they compete but the University has negotiated with YUFA that they are required to be granted an interview if they meet the position prima facie qualifications.]</i></p>
66	U2 23.04 (iii)	New	Automatic conversion to member's on-going hiring unit	New full-time faculty will be appointed to academic hiring units they have regularly taught in as documented in their curriculum vitae.	See 65 response
67	Location TBD	New	<p>Conversions at Markham Campus</p> <p>Proposal Amended Nov 13/17 - equity language – 1/3 to 50%</p>	In addition to the tenure-stream appointments required by 23.04 (ii), the Office of the Vice President Academic and Provost shall ensure that at least 50% of all recommendations for tenure-stream appointments in each program at the Markham campus that are covered by the Unit 2 scope clause shall be offered to qualified members of the Unit 2	See 65 response

				<p>Affirmative Action pool.</p> <p>A minimum of 50% of these appointments will be made from people in one or more of the five designated employment equity groups. Hiring units must provide written documentation of having followed this process.</p>	
68	U2 23.08	Where an individual has accrued Applicable prior experience in the University for any five years, including any leaves per Article 15.15 and/or years holding Contractually Limited Appointments as per Article 12.07 and has taught cumulatively at least the equivalent of a full-time teaching load for that period, the hiring unit shall grant that individual an interview for any full-time tenure track or Contractually Limited Appointment position for which she has applied and holds prima facie qualifications. For the purposes of this clause, full-time teaching load shall be defined as two and one-half full course directorships or the equivalent. Upon application by the union the employer shall agree to expedite processing of any grievances respecting denial of interviews, in accordance with Article 6.15.	Promote "internal" U2 candidates for all TT hires (professorial and alternate stream)	For all full-time faculty appointments (tenure track and Contractually Limited Appointments), before externally posting positions the Employer will conduct a search within the Unit 2 bargaining unit. The positions will only be posted externally if the employer demonstrates that there are no qualified applicants that meet the <i>prima facie</i> qualifications. The employer shall provide a written justification in the event that no Unit 2 members are deemed to meet the <i>prima facie</i> qualifications for the position.	See 65 response
69	U2 23.08.1	New	<p>Promote "internal" U2 candidates for CLA Appointments</p> <p>Proposal Amended Nov 13/17 - equity language – 1/3 to 50%</p>	<p>The Office of the Vice President Academic and Provost shall ensure that at least 50% of all recommendations across the University for Contractually Limited Appointments each year shall be offered to qualified Unit 2 members.</p> <p>In the event a hiring unit appoints more than one CLA in a given year, at least 50% of these appointments shall be offered to qualified Unit 2 members.</p> <p>In each year, a minimum of 50% of total CLA appointments from unit 2 will be made from people in one or more of the five designated employment equity groups under-represented in the hiring unit (or hiring units in the case of cross-appointments). Intersectional Employment Equity data for the hiring unit will be used</p>	See 65 response

				as a guide. Hiring units must provide written documentation of having followed this process.	
70		<p>Long Service Teaching Appointments (LSTAs)</p> <p>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.</p> <p>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, 2015, LSTAs will consist of contract assignments comprising a minimum, of 3 full course equivalents and, subject to availability, up to 3.5 full course equivalents in each of the three years of the term, subject to the condition that the employee has incumbency in the additional 0.5 full course equivalent assignment or is qualified for and has taught the additional 0.5 FCE assignment 2 of the last 4 times it was offered. Effective September 1, 2014 compensation for these 3 or 3.5 full course equivalents will be the current applicable rate for the position plus an amount equivalent in value to 1/8th the rate of a type 1 position per full course equivalent.</p> <p>24.02.2 In assigning teaching positions assignments will first consist of courses in which the employee has incumbency or, where the employee meets the qualifications, has held the courses 2 out of the last 4 times they were posted in unit 2.</p> <p>24.02.3 Employees awarded an LSTA may, through applications for additional contracts, teach up to the applicable cap in each year of</p>	<p>Long Service Teaching Appointments</p>	<p>Long Service Teaching Appointments (LSTAs)</p> <p>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) will be deemed to have the Long Service Teaching Appointments (LSTA) designation.</p> <p>24.02. Term of LSTAs and COMPENSATION</p> <p>24.02.1. LSTAs will consist of contract assignments comprising 3.5 full courses or their equivalents in each year, compensated at the rate of 5.5 course directorships. The workload of a member with an LSTA will be capped at 3.5 full courses, or their equivalent, per year.</p> <p>24.02.2. In assigning teaching positions, assignments will first consist of courses in which the employee has incumbency or, where the employee meets the qualifications.</p>	<p>Amend 24.02.1, 24.07 and 24.10 as follows.</p> <p>24.02.1 LSTAs will be awarded for a three to five year period, <u>depending on academic need and the recommendation of the hiring unit</u>, and will consist of contract assignments comprising 3 full course equivalents in each of the three to five years of the term....</p> <p>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. <u>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.</u></p> <p>...</p> <p>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).</p> <p>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</p>

		<p>the LSTA. (August 17, 2015 / 09:38:05) 92366-1_YorkU_CUPE3903-2_p085rev.pdf .1 80</p> <p>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.</p> <p>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.</p> <p>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 applicant's teaching and will be forwarded on or before March 1 for appointments commencing the following September 1.</p> <p>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.</p> <p>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.</p> <p>24.07 In the 2014-2015 contract year a minimum of 7 LSTAs will for be offered for September 1, 2015, in the 2015-2016 contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2016, and in the 2016-2017 contract year a minimum of 7 LSTAs will be offered to eligible applicants for</p>			<p>of the unit's academic planning needs.</p> <p>All applications must also include a current CV. Applications shall not be unreasonably denied.</p> <p>The total number of LSTAs in any contract year will not <u>exceed seventy five.</u></p>
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		<p>September 1, 2017. 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).</p> <p>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.</p> <p>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.</p> <p>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 (eg, no later than January 31, 2013 for an LSTA that expires August 31, 2013. 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 (July 17, 2015 / 13:25:49) 92366-1_YorkU_CUPE3903-2_p086.pdf .1 81 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 sixty.</p>			
71	U2 24.11	New	Members with LSTAs have access to resources and services over the summer	The LSTA shall be considered a full ten-year contract and Human Resources shall keep members who hold an LSTA in all components of the system for the entire duration of the LSTA to ensure that those	Add 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

				who do not have a summer contract maintain access to all resources and services they would otherwise have in the fall/winter terms.	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.
72		New	NEW SRC program	<p>The employer agrees to offer Special Renewable Contracts to members of the Unit 2 members who, as of May 1, 2018 were in the Unit 2 'Affirmative Action Pool' and who as of that date have fifteen (15) or more years of service in Unit 2 (may be non-consecutive and includes approved leaves) and who have taught at an intensity of an average of 2.5 full-course equivalents over the last five (5) years, and who have applied to the SRC program. The 'Special Renewable Contracts' (SRCs) will be for 5 years in the YUFA bargaining unit.</p> <p>Twenty (20) SRCs will be awarded for 2018–2019, twenty (20) SRCs will be awarded for 2019–2020, and SRCs will be awarded for 2020-2021 to any remaining eligible members as of May 1, 2017 in the pool who applied for an SRC. All SRC appointments shall begin on July 1.</p> <p>The initial term of each contract was five (5) years. The contract shall be renewed for an additional five (5) year term and one further final three (3) year term.</p>	<p>NEW SRC PROGRAM As set out below and subject to the Agreement of YUFA to update Article 12.32 in its Collective Agreement as set out below, the employer agrees to offer Special Renewable Contracts to Unit 2 members who, as of September 1 preceding the date of the award of a Special Renewable Contract, are in in the "Affirmative Action Pool".</p> <p>'Special Renewable Contracts' (SRCs) are full-time faculty appointments in the YUFA bargaining unit and initial appointments will be for a term of five years,. The normal teaching load will be 3.5 full course equivalents (FCEs). SRCs will be expected to contribute to collegial service in the unit to which they are appointed. SRCs will have a normal starting salary of \$85,000 per annum.</p> <p>Five (5) SRCs will be awarded for 2017-18, five (5) SRCs will be awarded for 2018-19, and a further five (5) SRCs will be awarded for 2019-20.</p> <p>APPLICATIONS An individual may apply for an SRC to the Dean or Principal or to a hiring unit or units. Applications will include a current CV and are expected to address the quality of the applicant's teaching.</p> <p>CROSS APPOINTMENT SRCs 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</p>

				<p>how they are currently met by the eligible employee.</p> <p>RECOMMENDATIONS TO THE VICE-PRESIDENT ACADEMIC AND PROVOST Units wishing to appoint an eligible employee to an SRC, either within a hiring unit or on a cross-appointed basis, will make a recommendation through the Dean to the Vice-President Academic and Provost. Recommendations will be forwarded to the Vice-President Academic and Provost on or before March 1 for appointments commencing the following July 1. Selection of applicants for recommendation and appointment will be based on the quality of the candidate's teaching and academic need in the unit(s) involved.</p> <p>RENEWAL Employees holding an initial SRC may submit a written application to renew the SRC for a second term. Written applications must be submitted no later than December 1st of the fifth year of the SRC (e.g., no later than December 1, 2022 for an SRC that expires June 30, 2023).</p> <p>Applications for renewal will be assessed by a committee of full-time faculty members in the hiring unit(s) on the basis of the unit's academic needs and the quality of an applicant's teaching and contributions to collegial service. Renewal applications will include at least one collegial letter in respect of teaching, based on classroom visits, syllabi and other course materials, student course evaluations, at least one collegial letter in respect of service, an updated CV, a candidate's statement, and collegial letters regarding any professional development or new course proposals/curricular innovation if appropriate (though not required). Collegial letters will be from full-time faculty members of the hiring unit(s) where the appointment is held.</p> <p>A renewed term will be 3 to 5 years, depending on academic need and the recommendation of</p>
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					the hiring unit(s).
74	U2 12.05.5	New	"Deemed qualified" language for high seniority members	Members who have been in the AA pool for at least 5 years and who during this period have held at least 1 full course directorships will be grandparented with respect to posted qualifications requiring a PhD, and/or PhD (ABD or near completion) and ongoing doctoral research and publications. These members will be deemed to meet all requirements of posted positions in departments and in academic areas that they have previously taught based on their years of teaching experience at York University.	No. Have already limited the academic decision making as is – nothing wrong with obligation to demonstrate qualifications for a position
75					Withdrawn by Union

Equity (19 Proposals)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
76	U2 10.04.5	Delete and Replace	Paid Equity Training October 30th Amended for clarity	(i) Any employer- required training or orientation shall be paid at the marker grader rate over and above the regular salary. Training shall normally shall take place during the period of time that the employee holds the position. Any employer required training or orientation of more than ten hours shall be reimbursed for those hours beyond ten hours, at the Overwork Rate. (ii) 10 hours per term will be allocated to mandatory training under the AODA, OHSA, and any other anti-violence, - harassment and discrimination training agreed to between the Employer and the Union. Where the employer is requiring that an employee attend training or orientation the employee will be provided with timely, advance notice.	
77		New	Sexual Violence Training	Provide mandatory paid anti-sexual	Add

	U2 4.03.1 (vi)			<p>violence training for all CUPE 3903 members as stipulated by 10.02.2(ii) in the Unit 1 collective agreement and 10.04.5 in the Unit 2 collective agreement. Such training shall be designed and delivered in consultation with CUPE 3903.</p>	<p>Letter of Understanding</p> <p>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.</p> <p>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).</p> <p>Employees in CUPE 3903 who complete the enhanced training during the pilot will receive remuneration for the time involved at the Overwork rate.</p>
78	U2 15.07.1	New	Breastfeeding Facilities	<p>The employer shall provide all bargaining unit members access to multiple strategically located spaces throughout the Keele, Glendon, and Markham campuses designated specifically for breastfeeding. These facilities will be accessible and outfitted with enough fridge space to accommodate all members using the space, electrical outlets, a sink, and several seating areas so the room can accommodate more than one member using the facility at a time. The employer shall make its best effort to maintain the privacy of these facilities either through an access code or lock and key system. The employer is responsible for maintaining the cleanliness and safety of these facilities at all times.</p>	<p>ADD to UNIT 2 CBA:</p> <p>Letter of Understanding – Breastfeeding Facilities</p> <p>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.</p> <p>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.</p> <p>The University will ensure that there is accessible and available space where persons may nurse and/or breastpump on each of its</p>

					campuses. The availability of these locations will be promoted online along with a contact number so that individuals who wish may make arrangements for access.
82	U2 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 herself a member of an employment equity group.	Amend: Equity Protection	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 five employment equity seeking groups otherwise underrepresented in the hiring unit for bargaining unit work. Intersectional Employment Equity data for the bargaining unit will be used as a guide.	AGREED: 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 five 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.
83	12.04.2 (ii)	New	AMENDED NEW: Equity protection	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 or more of the five employment equity seeking groups otherwise under-represented in the hiring unit for bargaining unit work. Intersectional Employment Equity data for the bargaining unit will be used as a guide.	Add 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.
83A	12.21 (iii)	Amend – add new iii)	NEW proposal Nov 13/17 to add equity protection	iii) A minimum of 50% of requests to design courses shall be made to individuals who are members of 1 or more of the 5 employment equity seeking groups .	No.
84	U2 5.03.2	New	Employment Equity Report	Within 2 months of the academic year end, an Employment Equity Report (EER) will be made public in print, online and accessible to all designated groups. The EER will record the progress York has made in each department to meet equity thresholds. When the thresholds have not	No. However the University posts its EE Report online each year. http://yfile.news.yorku.ca/2017/08/21/yorks-2016-statistical-employment-equity-report-is

				been met, the hiring unit will be supported to improve its procedures and policies. The EER will focus on strategies to change York's institutional culture to increase employee retention from equity groups demonstrated through concrete results.	now-available-online/
85	Letter of Intent for all units	New	Create an of Office of Equity, Diversity, Inclusion, and Intersectionality	Union put out expansive proposal on December 20	The President has confirmed to Senate that a VP-level position will be created to lead on issues of equity, engagement and inclusion.
86	U2 5.02	As per Article 4.04.3, the union and the employer agree to maintain the Joint Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment to discuss and investigate systemic and/or individual discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any member of the bargaining unit in her employment relationship, by reason of race, colour, nationality, ancestry, place of origin, or native language (subject to Article 12.02.1). The Committee shall consist of at least two representatives of each party. A representative of each party shall be designated as a joint Chair, and the two persons so designated shall alternate in presiding over meetings. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. The Committee shall have its first meeting within six months of the signing of this agreement. The Committee may make recommendations to the Labour/Management Committee on these matters from time to time.	Anti-Racism Report	The CUPE 3903 representatives on the Advisory Committee on Race/Ethnic Relations, Discrimination and Harassment shall have a minimum of \$50,000 to conduct an Anti-Racism Report at York in 2018.	<p>Letter of Understanding:</p> <p>In negotiations for a renewal agreement for 2017 – 2020, CUPE 3903 and the University discussed a number of issues around equity and diversity, accessibility and accommodations. These included, among other items, proposals on antiracism research, equity research and the enhancement of equity data both for employees and students. The Parties agreed that these issues should be discussed with and reviewed by the new Vice President position at the University with responsibility for equity and inclusion. It is therefore agreed that a consultation meeting will be held by the new Vice President within the first 90 days following the appointment at which CUPE may present and discuss these issues along with any background data and material.</p>
87	U2 15.01.13	New	Accommodations	<p>Union counter presented to the employer on January 25th</p> <p>Where ASL interpreters have been requested but are not available, and/or to facilitate informal respectful communications among Employee members that are Deaf and hearing staff, faculty, contract administrators, and students, the Employer will make available and promote across all campuses Video Remote Interpreting (VRI) services.</p>	<p>No.</p> <p>York's process for ASL interpreter support/accommodation is that anyone in need of ASL interpreter accommodation would request same from the University by contacting Employee Well Being (EWB).</p> <p>Any employees who identify as hearing impaired and in need of accommodation would work with EWB on appropriate arrangements, which could include ASL interpreter support (as one of a</p>

					<p>variety of strategies). Interpreter support is requested through DLLL and is arranged by a coordinator, who also serves as coordinator for student ASL interpreter support.</p> <p>The University is piloting the use of an online service for interpreter support in circumstances of interpersonal contact/meetings that are impromptu or arranged on short notice. This VRI system is supported by the Canadian Hearing Society and OIS.</p>
89	U2 22.02 (v)	New	Data Collection: Employer must provide information on hiring and job applications	<p>Union counter presented to the employer on January 25th</p> <p>The employer shall annually provide the union with data showing total numbers of applicants to bargaining unit positions, which positions were assigned to whom, and the associated self-identification categories selected. Failure to comply with the provisions outlined in Articles U1 22.02 (v), U2 22.02 (v), U3 14.02 (v) will result in the employer having to pay a penalty to the union of \$10,000, payable to the Ways and Means Fund.</p>	<p>No.</p> <p>This is not practicable / achievable. Blanket applications make it impractical to breakdown by position application.</p>
90	U2 5.03	New ADD to end of second last paragraph, after "... in the Greater Toronto Area.	Provide more concrete definition to what is meant by under-representation	<p>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:</p> <p>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</p>	<p>AGREED:</p> <p>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:</p> <p>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</p>

				<p>racialized people (“visible minorities”), then an applicant that self identifies as a racialized woman will be appointed.</p> <p>2) if there are no racialized women candidates, then a candidate from the more underrepresented group will be appointed.</p> <p>3) if there are no candidates under (1) or if the hiring unit has met both thresholds in (1), than a candidate that self-identifies as an Indigenous (Aboriginal) person and/or a person with a disability will be hired.</p> <p>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.</p> <p>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.</p> <p>Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.</p>	<p>identify as racialized people (“visible minorities”), then an applicant that self identifies as a racialized woman will be appointed.</p> <p>2) if there are no racialized women candidates, then a candidate from the more underrepresented group will be appointed.</p> <p>3) if there are no candidates under (1) or if the hiring unit has met both thresholds in (1), than a candidate that self-identifies as an Indigenous (Aboriginal) person and/or a person with a disability will be hired.</p> <p>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.</p> <p>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.</p> <p>Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.</p>
94	U2 4.01.1	New	Accommodation Procedure	<p>The Employer shall follow its <u>accommodation</u> 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.</p> <p>Where the Employer is reviewing or amending its procedures and/or otherwise</p>	<p>Add to 4.01.1</p> <p>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.</p>

				<p>if CUPE 3903 wishes, there will be consultation to discuss the process <u>procedure</u> and best practices for accommodation.</p> <p>The employer and the Union will establish regular, and no less than quarterly, <u>monthly</u> meetings to review those accommodation requests and plans where union representation has been sought.</p> <p>An accommodation process will be initiated <u>completed</u> within thirty (30) days following the provision of all required necessary medical or other information satisfactory to the University (including the results of any required independent medical evaluation), that identifies barriers, restrictions and/or limitations arising from the prohibited ground.</p>	<p>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.</p> <p>The employer recognizes the right of an employee to union representation if they wish at any stage of the process of accommodation.</p> <p>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.</p> <p>A proposed accommodation plan will be initiated within thirty (30) days following the provision of all necessary medical or other information including any external or independent evaluation that is required to identify the barriers, restrictions and/or limitations resulting arising out of the prohibited ground.</p>
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Communications and Union Rights (7 Proposals)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
95	All Units 22.02		Information	<p>22.02 Within 7 days following the end of each month the Employer shall provide the following employee information. A penalty of \$500 per day will be incurred by the Employer for failing to meet the deadline.</p> <ol style="list-style-type: none"> 1. payroll number 2. name 3. address 4. telephone number (as available through departmental contracts) 5. e-mail address 6. sex 7. date of birth (when available) 	<p>Unit 2</p> <p>Add to 22.01 (b)</p> <p>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.</p> <p>Amend Article 22.02. (i) as follows:</p>

				8. faculty 9. department 10. starting pay date 11. ending pay date 12. category of appointment 13. position code 14. number of assignments or hours 15. salary paid 16. vacation pay additional amount 17. whether the member is a visa student 18. names of employees who participate in the pension plan	... 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....
97	U2	New	Retention of Email and Library Services upon Retirement	The Employer agrees to maintain in perpetuity Library and email accounts for members following retirement	No.
98	U2	New	Retention of Email and Library Services	Employees shall have a continuation of email and library access for a period of twenty-four (24) months following the completion of their contract. Email and library access may be cancelled with 48 hour notice after the 24 month continuation has ended.	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.
99	U2 15.08.4	In recognition of the fact that service on the union executive limits the ability of employees to make themselves available for employment, the employer agrees to pay the union by 30 September of each year the equivalent of the salary of eight course directors, in full satisfaction of the employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 agreements. These monies shall be distributed among the members of the executive as seen fit by the Union.	Increase to Executive Honoria	In recognition of the fact that service on the union executive limits the ability of employees to make themselves available for employment, the employer agrees to pay the union by 30 September of each year the equivalent of the salary of ten course directors, in full satisfaction of the employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 agreements. These monies shall be distributed among the members of the executive as seen fit by the Union. The Employer agrees to grant paid union leave of up to one thirty-fifth of their current appointment contract(s) each for up to four union members attending the bi-annual National CUPE Convention as official delegates of CUPE 3903 The Employer	No

				also agrees to grant similar prorated release time to up to four union members attending the annual Ontario Division CUPE Convention as official delegates of CUPE 3903 It is understood that attendance at the above events is conditional upon both the Union providing adequate advance notice to the Employer as to the scheduling of the event and the delegates appointed and the employee providing as much advance notice to the hiring unit as is both reasonable and practicable and in any event, where known, no less than one calendar month.	
100	U2 21		Union Space on all York Campuses and Bulletin Boards in all Academic Buildings	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). <u>At Glendon and Markham campuses, the employer agrees to provide the union, free of charge, with dedicated office spaces meeting the standard university faculty office space size of 11.2 square metres.</u> 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	Amend U2 21 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 <u>which shall include the ability to book available meeting rooms on campuses where</u>

				<p>required, free of charge and on the same basis as other voluntary associations within the University. 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. <u>At Markham campus, the employer shall provide the union with the use of a designated bulletin board in each department/division and a minimum of one designated bulletin board in each academic building.</u> The employer shall also provide the union with a lighted bulletin board in the area designated by the Office of Student Affairs adjacent to the East Bear Pit of the Ross Building.</p> <p>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.</p>	<p><u>the union does not have a permanent office.</u> 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. <u>If not the case as a result of the foregoing, each campus will have a dedicated bulletin board for use by the union.</u> The employer shall also provide the union with a lighted bulletin board in an area adjacent to the <u>East Bear Pit of the Ross Building.</u></p> <p>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.</p>
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Professional Development (6 Proposals)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
102	U2 15.15	In each year of the collective agreement 2014-2015, 2015-2016 and 2016-2017 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 2012-13 priority will be given to assist an employee in the completion of their PhD.	Unit 2 Research Leaves	In each year of the collective agreement <u>2017-2018, 2018-2019 and 2019-2020</u> an annual Research Leave Fund will be maintained at a value of the equivalent of <u>18</u> type 1 positions to provide up to <u>six</u> Research Leaves in each of those contract years for employees meeting the eligibility criteria for the Affirmative Action ("Conversion") Pool. For <u>two</u> of the Research Leaves starting in 2017-18	AMEND 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

		<p>In addition to the above the Employer will award a Research Leave open to all members of the bargaining unit.</p> <p>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 .</p> <p>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.</p> <p>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.</p> <p>Over the three years a minimum of 1/3 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</p>		<p>priority will be given to assist an employee in the completion of their PhD.</p> <p>In addition to the above, the Employer will award <u>two</u> Research Leaves open to all members of the bargaining unit.</p> <p>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.</p> <p>Research Leave applications <u>must be submitted by March 1</u> and 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 .</p> <p><u>The list of successful Research Leave applicants shall be released by April 30.</u></p> <p>Employees awarded a Research Leave shall submit a final report following completion of the leave, summarizing the</p>	<p>("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</p> <p>In addition to the above the Employer will award a Research Leave open to all members of the bargaining unit.</p> <p>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 .</p> <p>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.</p> <p>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.</p>
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		<p>event that the number of applicants assessed as meriting an award does not allow for 1/3 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.</p> <p>The Research Leave Adjudicating Committee shall submit a written report on the activities of the Committee to the Labour/Management Committee.</p>		<p>work completed on the leave. Submission of a final report is required to be eligible for a subsequent Research Leave.</p> <p>In each year, a minimum of 44% of the Research Leaves will be from the qualified applicants of one or more of the five employment equity-seeking groups. The Research Leave Adjudicating Committee must provide written documentation of having followed this process.</p> <p>The Research Leave Adjudicating Committee shall submit a written report on the activities of the Committee to the Labour/Management Committee.</p>	<p>Over the three years <u>a minimum of forty four percent of the awards among</u> 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.</p> <p>The Research Leave Adjudicating Committee shall submit a written report on the activities of the Committee to the Labour/Management Committee.</p>
103	U2 15.21	<p>Effective September 1, 2012 the employer will allocate \$250,000 for the distribution of a Professional Expense Reimbursement which will be made available to Unit 2 employees on the following basis: \$350 for each type 1 or equivalent position (prorated for type 2 or "partial" appointments) to a maximum of \$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. The criteria and procedures regarding the administration of the Professional Expense Reimbursement will be subject to the approval of the Labour/Management Committee.</p>	Extending Professional Reimbursements	<p>Effective September 1, 2017 the employer will allocate \$300,000 for the distribution of a Professional Expense Reimbursement fund which will be made available to Unit 2 employees on the following basis: \$500 for each type 1 or equivalent position (prorated for type 2 or "partial" appointments) to a maximum of \$1,500 per year. At the end of each contract year the unexpended portion of these funds shall be rolled over for following years. The criteria and procedures regarding the administration of the Professional Expense Reimbursement will be subject to the approval of the Labour/Management Committee.</p>	<p>Effective <u>September 1, 2018</u> the employer will allocate <u>\$275,000</u> for the distribution which will be made available to Unit 2...</p>
106	U2 15.20	<p>The Employer Shall transfer \$10, 000 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</p>	Tuition Cost Fund	<p>The Employer shall transfer \$15,000 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</p>	<p>Tuition Cost Fund 15.17</p> <p>The Employer shall transfer <u>\$12,500</u> from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs</p>

		<p>retained in the Fund.</p> <p>The Tuition Costs Fund shall be administered by a four person committee consisting of two members of the bargaining units selected by the union, one full-time faculty member selected by the employer, and the Director of the Centre for Support of Teaching or designate, using criteria and procedures approved by the Labour/ Management Committee. An annual report on the Disbursement of monies shall be submitted in writing to the Labour/ Management Committee.</p>		<p>their employment. Any unexpended monies shall be retained in the Fund.</p>	<p>for courses/programs/conferences related to their employment. Any unexpended monies shall be retained in the Fund.</p>
107	U2 15.19	<p>Effective September 1, 2011, the employer agrees to contribute \$125,000 to the Professional Development Fund.</p> <p>The purposes, criteria, procedures, eligibility and priorities for distribution of these monies shall be established by the Labour/ Management Committee. The Director of the Centre for the Support of Teaching shall be invited to participate in the deliberations of the Committee. The monies shall be handled by the union, in accordance with the decisions of the Labour/ Management Committee. An annual report on the disbursement of the monies shall be submitted in writing to the Labour/ Management Committee. Any unspent monies shall roll over into the subsequent contract period.</p> <p>The parties suggest that the Committee consider the following two priorities:</p> <ol style="list-style-type: none"> 1. to assist new employees within the first two years of employment in the bargaining unit in the development of their professional competence and ability; 2. to assist employees in upgrading their qualifications for full-time academic appointments. 	<p>Increase Professional Development Fund</p>	<p>Effective September 1, 2017 the employer agrees to contribute \$225,000 to the Professional Development Fund per contract year.</p> <p>The purposes, criteria, procedures, eligibility and priorities for distribution of these monies shall be established by the Labour/ Management Committee. The Director of the Centre for the Support of Teaching shall be invited to participate in the deliberations of the Committee. The monies shall be handled by the union, in accordance with the decisions of the Labour/ Management Committee. An annual report on the disbursement of the monies shall be submitted in writing to the Labour/ Management Committee. Any unspent monies shall roll over into the subsequent contract period.</p> <p>The parties suggest that the Committee consider the following two priorities:</p> <ol style="list-style-type: none"> 1. to assist new employees within the first two years of employment in the bargaining unit in the development of their professional competence and ability; 2. to assist employees in upgrading their qualifications for full-time academic appointments. 	<p>Amend existing language to begin...</p> <p><u>Effective September 1, 2018, the employer agrees to contribute \$137,500 to the Professional Development Fund per contract year.</u></p>

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Pedagogy (2 Proposals)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
108	U2 16	See current collective agreement	Class size - Amend and add November 20th Amended for clarity	<p>16.03 A course director, including course directors of online and blended courses, shall be assigned assistance and/or additional compensation to reflect course enrolments above twenty-five as follows:</p> <p>(a) For every 25 students enrolled in a course, assistance shall be provided in the form of an 1.0 teaching assistantship in the form of an additional tutorial leader, marker grader or lab instructor.</p> <p>(b) Assistance shall be provided from the commencement of the course where the projected enrolment exceeds twenty-five, but the assistance may be modified so as to reflect the actual enrolment as of the first official enrolment reporting date in each session;</p> <p>(c) Where the projected enrolment is twenty-five or less but actual enrolment as of the first official enrolment reporting date in each session exceeds twenty-five, assistance shall be provided as per (a)</p> <p>(d) Where official enrolment of a group exceeds the appropriate enrolment level at which additional assistance in the form of a 1.0 teaching assistantship in the form of tutorial leader, marker-grader, or lab instructor is provided by more than 20%, the employer shall provide additional assistance as per (a)</p> <p>16.05.1 With respect to teaching groups in which students are formally enrolled:</p> <p>(i) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of twelve hours for each block of three</p>	No.

				<p>students, or portion thereof, exceeding:</p> <ul style="list-style-type: none"> • Teaching Group (a): twenty for a one-hour group, twenty for a one-and-one-half hour or two-hour group; • Teaching Group (b): forty; <p>(ii) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of eleven hours for each block of 3 students, or portion thereof, exceeding:</p> <ul style="list-style-type: none"> • First year 9-credit Foundations tutorials (g): twenty • Second year 9-credit foundations tutorials (h): twenty <p>(iii) For the triggers articulated in Article 16 05 1(ii) only, hiring units are not permitted to enrol above those triggers without the permission of the tutorial instructor. The letter of offer for Foundations tutorials will be revised so that the employee can indicate whether or not she agrees in advance to allow enrolments to rise above the trigger. Failure to return the letter of offer by the time indicated in Article 12. 13 will be taken as indication that permission has been granted, until such time as the letter of offer is returned.</p> <p>(iv) The level of assistance required by this article shall be calculated on the basis of enrolments recorded for the 1 November official enrolment reporting date for fall and fall/winter courses, the 1 February official enrolment reporting date for winter courses, the 1 March official enrolment reporting date for winter/summer courses and as of the deadline date for withdrawal without academic penalty for courses in each of the summer sessions. Where assistance is paid pursuant to this article, such payment shall be made in one lump</p>	
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				<p>sum as soon as practicable after the dates specified above.</p> <p>(v) Where additional compensation per (iv) already has been paid to an employee who subsequently is replaced, the replacement employee shall be entitled to assistance/additional compensation at the appropriate rate per 16.05.1, pro-rated to the portion of the academic session remaining at the time of her appointment.</p> <p>16.05.3 (i) It is understood that the figures specified in 16.05.1(i) are not intended to represent norms in class size; (ii) In any event, enrolments shall not exceed:</p> <ul style="list-style-type: none"> • Teaching Group (a): twenty-five for a one-hour group, twenty-five for a one- and-one-half hour or two-hour group; • Teaching Group (b): fifty; • Teaching Group (c): fifteen for a two-hour or three-hour group; • Teaching Group (d): twenty • Teaching Group (e): twenty • First year 9-credit Foundations tutorials (f): twenty-five; • Second year 9 credit Foundations tutorials (g): twenty-five; <p>16.05.4 With respect to Clinical Course Directorships in the Department of Nursing, additional payment for 12 hours, 8 hours or 16 hours per week (depending on clinical day) shall be distributed at the marker/grader rate for each additional student above and beyond the group sizes specified below: <u>Clinical course size caps:</u> 1900-7 students (total of 42 hours max) 2522-7 students (total of 144 hours max) 2523-7 students (total of 192 hours max) 2731-6 students (total of 96 hours max) 4131-6 students (total of 192 hours max) 3524-7 students for mental health and 4 students for peds (total of 144 hours max)</p>	
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				<p>4526-7 students (total of 144 hours max) 4525-8 students 4527-14 students 4150-12 students CCDs must agree to taking on additional students and are not required to do so</p>	
109	<p>U2 Letter of Intent - Correspondence, internet, online, and blended courses</p> <p>Or</p> <p>Adding it to class size as 16.08</p>		Online Courses	<p>The employer has agreed to equate online and blended distance education courses with regular courses and will remunerate these courses at the regular course director and tutorial Tutor 1 rates.</p> <p>Compensation and Seniority: Course Director – 1 Type 1 APE and Salary Tutor 1 – 1 Type 2 APE and Salary</p> <p>Number of Contact and Office Hours (including phone and on-line): No more than regular format required for type 1 and type 2 positions (specifically in regard to on-line contact instructors may designate specific blocks of time per week in which they will be available to respond to student email communications). No individual teaching in an online or blended distance education course will receive an appointment of less than one tutor 1 position.</p> <p>The enrolment reporting date for both the fall/winter session and the summer session will be the last day of the first week of classes.</p> <p>Course Designers (as opposed to Course Coordinators) will be appointed to the Coordinator position, regardless of the provisions of Article 11 and 12, on the following basis:</p> <ul style="list-style-type: none"> • for a full course, the first two times the course is offered, after which the position will be posted and appointed per the provisions of Articles 11 and 12. • for a half course, the first three times the 	<p>Add new section to 10.04.2 Definitions following “OTHER POSITIONS”</p> <p>Delete outdated Letter of Intent 5 Atkinson Correspondence and Internet Courses:</p> <p>10.04.2 DEFINITIONS</p> <p>...</p> <p>“ONLINE AND BLENDED COURSES”</p> <p>The employer has agreed to equate online and blended courses with regular courses and will henceforth remunerate the former at the regular course director and tutorial rates.</p> <p>Number of Contact and Office Hours (including phone and on-line):</p> <p>No more than regular format <u>required for</u> type 1 and type 2 positions (specifically in regard to on-line contact instructors may designate specific blocks of time per week in which they will be available to respond to student email communications).</p>

				<p>course is offered, after which the position will be posted and appointed per the provisions of Articles 11 and 12.</p> <p>If the individual is a member of one or more of the five equity seeking groups otherwise under-represented in the hiring unit for bargaining unit work, that individual shall be appointed to teach the course for the first three times it is offered (for a full course) or the first four times it is offered (for a half course), regardless of the provisions of Article 11 and 12 regarding posting and hiring.</p> <p>In recognition of the extensive work required to design and mount an online or blended internet course, Course Directors will be compensated at an additional rate of a .5 CD (for a full course) and a .25 CD (for a half course) the first time they teach the course.</p> <p>All other Coordinator positions and all tutorial positions will be posted per the provisions of Article 11 and appointments made per the provisions of Article 12.</p>	
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Health and Safety (1 Proposal)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
110 A	15.02.4.1			<p>In each year of the collective agreement, the Employer agrees to give the Union the equivalent of ONE Course Directorship for the purposes of establishing a Health and Safety fund to recognize the labour involved in health and safety work beyond workplace inspections and health and safety meetings performed by the employee co-chair or designate, including but not limited to: reviewing SAIRs reports,</p>	<p>The Employer will increase the amount of paid time available for participation in JOHSC by 30 Tutor 1 hours per academic year.</p>

				reviewing workplace inspection reports and management responses, drafting recommendations, coordinating workplace inspections, coordinating and scheduling meetings, receiving and responding to employee health and safety concerns and appropriate follow up research, and additional work related to the campus JHSC restructure.	
110 B	15.02.5				AGREED: 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 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.
110 C	15.02.7			York University and CUPE Local 3903 will continue to respect the functions and guidelines established for the Joint Health and Safety Committee AND WILL ADHERE TO AN AGREED UPON SCHEDULE OF MEETINGS SO THAT THE JHSC WILL MEET AT LEAST ONCE EVERY THREE MONTHS AND THERE WILL BE AT LEAST TWO DEDICATED SAFETY MEETINGS PER YEAR. THE SCHEDULE OF MEETINGS WILL BE SET BY SEPTEMBER 30 OF EACH COLLECTIVE AGREEMENT YEAR.	Not required. Legal and statutory obligation and if there is a concern then should be discussed and enforced.
110 D	15.02.7			The employer will ensure CUPE 3903 has representation on all committees or	No. Should CUPE have concerns about a lack of

				working groups that address health and safety, community safety, accessibility, sexual violence and any other committees about safety and/or human rights issues.	consultation it should raise them at the JOHSC
110 E	15.02.8			<p>Workplace hazards, including repairs to Automatic Door Openers, emergency lights, emergency call buttons will be addressed with 5 working days. A written follow up to inspection reports, with clear deadlines, will be sent to the JHSC within 10 working days of receiving the report.</p> <p>All 3903 members shall be immediately notified, via email and via LCD screens on all campuses, of but not limited to the following:</p> <ul style="list-style-type: none"> (a) bomb threats, (b) any event which triggers an evacuation or other emergency response procedures, (c) any event which triggers calls to emergency response services, (d) any threats targeting particular groups on matters of race, gender, religion, ethnicity, ability, or sexuality, and (e) any other threats to the York community that may impact the wellbeing and safety of campus members. <p>Grievances resulting from a failure to adhere this article as a whole shall be filed at Sept 4.</p>	Not an issue of Collective Bargaining. These issues should be raised and discussed as a campus wide JOHSC issue or with Community Safety.

EMPLOYER PROPOSALS NOT REFLECTED ABOVE

EMPLOYER PROPOSALS NOT REFLECTED ABOVE					
#	Article Number				Employer Proposal
A	U2 13.07				<p>Amend 13.07.1 as follows:</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</p>

				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	U2 10.05			<p>Amend Article 10.05 as follows:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
C				<p>Amend 12.14.1 and 12.14.2 as follows:</p> <p>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 seven days. If a grievance is filed, it will be referred directly to Step Three.</p> <p>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</p>

					appointment will be sent. An offer of appointment in such a circumstance shall be accepted or declined within seven days. If a grievance is filed, it will be referred directly to Step Three.
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