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Toronto  
Waterloo  
London  
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File No. 1605-205  
March 27, 2018

COPY

**VIA COURIER  
PRIVATE & CONFIDENTIAL**

Jerry Meadows  
Dispute Resolution Services  
Ministry of Labour  
400 University Avenue, 8th Floor  
Toronto, ON M7A 1T7

Dear Mr. Meadows:

**Re: York University and the Canadian Union of Public Employees Local 3903**

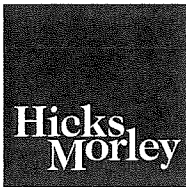
**Unit 2**

On behalf of York University we are writing to request the scheduling of a Ministry supervised vote under section 42 of the *Labour Relations Act*. We have couriered a copy of this request to the Union.

Canadian Union of Public Employees Local 3903 is the bargaining agent for all employed in teaching, demonstrating, tutoring or marking save and except persons employed in the Faculty of Law, the Schulich School of Business, the Department of Administrative Studies in the Faculty of Liberal Arts and Professional Studies, the Centre for Continuing Education and in courses intended primarily for students who are not registered in a degree credit program, full time graduate students registered at the University, Lecturers, persons above the rank of Lecturer, persons engaged in graduate level teaching in the Faculty of Environmental Studies, persons whose salaries are paid from other than operating funds, persons holding full-time academic appointments at the University, or all retirees from the full time faculty whose terms and conditions of employment are governed by the YUFA collective agreement, and persons engaged employed in a confidential labour relations capacity.

This unit is commonly referred to as contract faculty or Unit 2. This bargaining unit is comprised of 1130 employees who work at two campuses (Keele and Glendon) and also at placements around the GTA. The workload varies from 1 course to 5.5 courses per year and many also have employment elsewhere.

We are requesting that the vote be held as an electronic or online vote. We believe that an electronic vote will provide the best accessible opportunity for these employees,



many of whom have other employment and/or may not be attending on campus during a strike, to vote without interruption or intimidation.

The University has prepared lists for each of the bargaining units with name, employee number, a York email address and any personal email address provided to the Employer. Please let us know how we can assist or if you require any further information in support of the electronic vote.

Enclosed please find the offer presented to the Union and rejected on March 20, 2018, along with a summary of the offer, which we would ask be taken to a vote.

The contact information for the Employer during this process ought be:

Simon E. Mortimer  
Hicks Morley Hamilton Stewart Storie LLP  
77 King Street West, 39th Floor  
Box 371, TD Centre  
Toronto, Ontario M5K 1K8  
Tel: 416-864-7311 Fax: 416-362-9680  
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and:

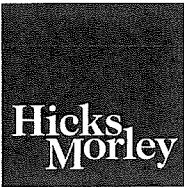
Noura Gharibo Shaw / Robert Lawson  
Associate Director, Faculty Relations  
York University  
York Lanes, 276  
4700 Keele Street  
Toronto, Ontario M3J 1P3

Noura Gharibo Shaw: (416) 736-2100 x45499  
[nshaw@yorku.ca](mailto:nshaw@yorku.ca)

Rob Lawson: (416) 736-2100 x22557  
[rlawson@yorku.ca](mailto:rlawson@yorku.ca)

We have couriered a copy of this to the Union as follows:

Unit 2 Bargaining Committee  
c/o Devin Lefebvre  
Interim Chair  
CUPE 3903 - Strike Headquarters  
45 Four Winds Drive, Unit Q-1  
North York, Ontario, M3J 1K7  
Email: [cupe3903chairperson@gmail.com](mailto:cupe3903chairperson@gmail.com)



Please let us know if we can provide anything further.

Yours very truly,

A handwritten signature in black ink, appearing to read "Simon Mortimer", written over a large, stylized initial "S".

Simon Mortimer

SEM/kf

Enclosure(s)

## Unit 2

### Contract Faculty

#### University Offer to end the strike and update

#### the Collective Agreement

March 27, 2018

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- Increase salary rates in 10.4 and authorized replacement rates in 15.03.1 by 2.1% effective September 1, 2017, 2.2% September 1, 2018 and 2.3% September 1, 2019;
- Those who have five or more cumulative years of service will receive vacation pay of 6%;
- Increase Campus childcare subsidies from \$40,000 to \$50,000 per year;
- Increase general Childcare fund from \$200,000 to \$260,000 per year;
- Increase Extended Health Benefit fund from \$180,000 to \$220,000 per year;
- Language for provision of benefit enrolment form and booklets;
- Parking cost reimbursement for employees assigned duties off-site;
- Increase Post Retiree benefit contribution from \$84,000 to \$100,000;
- Increase individual post-retiree benefit amount from \$1650 to \$1800;
- Provide reimbursement up to the amount of \$1000 dollars for dental implants as an eligible expense as of 2019;
- Provide Employee and Family Assistance Program benefit;
- New six week paid domestic or sexual violence leave;
- Increase the Union Ways and Means Fund from \$74,245 to \$85,000 per year;
- Increase Trans fund from \$30,000 to \$40,000 per year;

- Creation of a Committee to address nursing practicum course issues;
- Posting placement confirmation for clinical course directors in the School of Nursing at least two weeks in advance of the start date.
- Orientation for clinical course directorship (CCD) will be limited to 16 hours per academic for employees who have taught the CCD within the previous three years, and limited to 24 hours otherwise.
- Union office space on Glendon campus;
- Commitment to maintain an online system for job postings and to archive postings;
- Improve incumbency language by ensuring course name changes cannot impact rights;
- Provide bargaining team seniority credit;
- Agree to develop a system to allow member's online access to individual work histories;
- Language guaranteeing proof of practice in nursing is reasonably connected to position requirements;
- Extend the eligibility in the Continuing Sessional Standing Program from 3 years to 5 years;
- Maintain the conversion program with six (6) conversions over the life of the contract;
- Provide, subject to YUFA agreement, a new Special Renewable Contract that allows up to eighteen (18) members to be appointed to the full time faculty for 5 years and renewable for a further 5 years

OR ALTERNATIVELY

Allow the issue of full time opportunities in the SRC/conversion programs above to go to Interest Arbitration for resolution if agreement is reached by March 28, 2018;

- Increase the total number of members in the Long Service Teaching Appointments from sixty (60) to seventy five (75);
- Extend LSTA's up to five (5) years duration where there is academic need on the recommendation of the hiring unit;

- Create a Career Advancement Program to support members in their application and competitions for full time faculty positions;
- Provide access to email, to PER, Research Grants, Conference Travel funds and/or Professional Development funds during non worked summer period;
- Sexual violence training and voluntary enhanced training;
- Nursing / breastpumping space on campus and online promotion of same and an accommodation procedure for breastfeeding agreed to by the parties;
- Identification of LGBTQ as a fifth employment equity group;
- Provide equity preference in hiring in the absence of APE or equal APE;
- Provide equity preference for positions posted for the first time;
- Consultation and presentation meeting with new Vice President on equity issues;
- Define underrepresentation for equity purposes and define mechanics for equity hiring by unit;
- Accommodation procedure with union involvement and timelines;
- Create a Sexual violence resource office fund of \$50,000 per annum for survivor support.
- Create pilot project for ASL video relay in addition to the existing services;
- Continuation of email and library services access for twelve (12) months following completion of contact;
- Retired members wishing to have access to the library may apply for extended access;
- Increase the Research Costs Fund from \$100,000 to \$110,000 per year;
- Provide equity guarantee for research leave requests;
- Increase the Professional Expense reimbursement fund from \$250,000 to \$275,000; \$375 will be made available for each Type 1 or equivalent position (prorated for type 2 or "partial" appointments) to a maximum of

\$1,150 per year. Unexpended portions may be rolled over three (3) years.

- Increase individual amounts for each Type 1 from \$350 to \$375 and raise the cap from \$1050 to \$1150;
- Increase the Tuition Costs Fund from \$10,000 to \$12,500 per year;
- Increase the Professional Development Fund from \$125,000 to \$150,000 per year with Career Advancement earmark;
- Agree to equate online and blended courses with regular courses;
- Increase the paid time available to the Union for Joint Health and Safety activities by 45 Tutor 1 hours;
- Commit to additional paid training at union run Health and Safety courses;

**The tabled proposal also maintains the following University proposal;**

- Remove the current contractual right of an employee to refuse to conduct email communication and update technology language.

## UNIT 2

### FINAL OFFER OF THE EMPLOYER

**The Employer proposes to renew the existing Collective Agreement subject to the following amendments and additions:**

Renew all existing items in Collective Agreement as amended below for a term until August 31, 2020

**% Increase** 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 2.1% effective September 1, 2017, by 2.2% September 1, 2018 and then by 2.3% September 1, 2019.

**NEW Dental** Add to Dental benefit: Within the existing \$3,000 annual maximum, effective January 2019, the Employer shall provide reimbursement up to the amount of \$1000 dollars a year per employee under an Administrative Services Only ("ASO") Group Dental Plan for dental implants as an eligible expense under the Group Dental Plan.

**NEW Email and Library Services** Employees shall have a continuation of work email access and library services access for a period of twelve months following the completion of their contract. Email access and library services access may be discontinued following the completion of the one year term of access.

**4.01.1** New 4.01.1 (Accommodation Procedures):

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

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

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

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.



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.

4.03.1 (vi) Add Letter of Understanding (Sexual Violence Training):

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

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

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

5.02.1 Add Letter of Understanding (Consultation with new Vice President):

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.

5.03.1 New 5.03.1 (Definition of Underrepresentation):

Unless otherwise agreed upon, underrepresentation shall be understood to mean fewer bargaining unit members that identify as belonging to one or more of the equity seeking groups than the availability data for the Greater Toronto Area reports.

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

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

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

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

4) if there are no candidates from the under-represented groups then a candidate that self identifies as LGBTQ will be hired.

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

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

10.04.2 Add to Article 10.04.2 (Other Positions) and delete outdated Letter of Intent 5 Atkinson Correspondence and Internet Courses:

### **ONLINE AND BLENDED COURSES**

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.

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).

10.05 Amend 10.05 (Technology and Instruction):

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

10.05.2 No member shall be denied a teaching position where technology is required for the proper instruction of the course owing to a lack of technological knowledge or skill without being provided the opportunity to a) access training to upgrade their skills or b) demonstrate their technological competency.

10.05.3 Where technology is not required for the proper instruction of the course, no member shall be denied a teaching position owing to lack of technological knowledge or skill.

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.

10.08 Amend 10.08 (Vacation Pay)

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.

- 10.12.1 Amend 10.12.1 (Long-term Disability Plan):
- Amend the Collective Agreement to reflect the existing LTD carrier: RBC Life Insurance.
- 10.17 NEW 10.17 (Benefit enrolment):
- 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.
- 10.19 NEW 10.19 (Employee and Family Assistance Program (EFAP):
- 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.
- 11.01.3 Add to 11.01.3 (Qualifications in Nursing):
- In the Department of Nursing, qualifications set with respect to proof of practice will be reasonably connected to the duties of the position.
- 11.02.1 (ii) Add to 11.02.1 (ii) (Orientation for CCDs):
- Training or orientation for a bargaining unit position, including training required as the result of the introduction of technological change, if required by the employer, shall be considered part of the duties and responsibilities of the position and shall not be considered a qualification for the position.
- University-provided orientation for a clinical course directorship (CCDs) will be expected to be no more than 16 hours in the academic year in which it is offered where an individual has taught the CCD within the previous three years. Orientation otherwise will be expected to be no more than 24 hours in the academic year in which the CCD is offered.
- Effective September 1, 2018, the University Sexual Violence Response Office will be provided with a fund of up to \$50,000 per annum which will be available to provide support for expenses incurred by survivors of sexual and/or gender based violence. The SVRO will meet annually with representative of CUPE to discuss access to and distribution of these monies. This fund will be integrated with the existing funds and resources available within the University and externally which are currently referred by the SVRO.
- 12.04.2. (i) NEW 12.04.2(ii) (Equity hiring consideration for courses posted for first time):

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 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.

12.06.1 Add to 12.06.1 (Incumbency):

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

12.09.02 NEW 12.09.2 (Access to individual work histories):

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.

15.01.13 Add to 15.01.13 (ASL services)

In addition to its existing ASL services, the university is piloting the use of Video Remote Interpreting (VRI) services for use by employees who require ASL interpreter support for work activities which are impromptu or arranged on short notice. Members of CUPE 3903 will be advised as to how to access this VRI service.

15.02.4.1 NEW 15.04.1 (Support for participation on JOHSC):

The Employer will increase the amount of paid time available for participation in JOHSC by 45 Tutor 1 hours per academic year.

15.02.5 Amend 15.02.5 (JOHSC member certification training):

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.

15.03.3 Add 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.

15.05 Add to 15.05 (Parking reimbursement):

When an employee is appointed or assigned duties at a place of work other than a York University campus, the employee shall be reimbursed for the parking costs associated with that place of work during the hours of the assigned duties that are in excess of the cost of the standard York Lanes day rate.

15.29 Add Letter of Understanding (Breast Feeding Facilities):

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

The University has a posted family status accommodation guideline on-line and has existing available locations which may be accessed through the Centre for Human Rights. The parties have also agreed to an accommodation procedure for breastfeeding.

The University will ensure that there is accessible and available space where persons may nurse and/or breast pump on each of its 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.

15.08.3 Amend 15.08.3 (Union service):

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.

15.12.2 Amend 15.12.2 (Student Centre Childcare facility):

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. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee

15.12.4 Amend 15.12.4 (Childcare Fund):

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.

15.12.3 Amend existing 15.12.3 (York Co-operative Day Care Centre)

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. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.

15.15 Amend 15.15 (Research Leaves):

In each year of the collective agreement 2017-2018, 2018-2019 and 2019-2020 an annual Research Leave Fund will be maintained at a value of the equivalent of 9 type 1 positions to provide up to three Research Leaves in each of those contract years for employees meeting the eligibility criteria for the Affirmative Action ("Conversion") Pool. For one of the Research Leaves starting in 2017-18 priority will be given to assist an employee in the completion of their PhD

In addition to the above the Employer will award a Research Leave open to all members of the bargaining unit.

Employees receiving a Research Leave may teach up to a maximum of 1 type 1 position or its equivalent during the leave. Applications will be reviewed on a competitive basis by the Research Leave Adjudicating Committee, consisting of three full-time faculty members, including a designate of the Associate Vice-President Research, and a supporting Committee secretary. There will also be a non-voting CUPE 3903 participant/observer on the Committee.

Research Leave applications shall consist of the following:

- (a) a description of the proposed project;
- (b) a statement of the scholarly/creative significance of the project and relationship of the project to the applicant's area(s) of scholarship/creative endeavours and, if relevant, areas of teaching;
- (c) a statement of the timelines involved in the completion of the project;
- (d) an updated curriculum vitae, including a statement of current areas of research specialization;
- (e) a copy of the final report submitted on completion of previous research leave, if applicable.

Employees awarded a Research Leave shall submit a final report following completion of the leave, summarizing the work completed on the leave. Submission of a final report is required to be eligible for a subsequent Research Leave.

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

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

15.19

Amend 15.19 (Professional Development Fund):

Effective September 1, 2018 the employer agrees to contribute \$150,000 to the Professional Development Fund per contract year



The purposes, criteria, procedures, eligibility and priorities for distribution of these monies shall be established by the Labour/ Management Committee. \$15,000 of this money shall be specifically earmarked for individual member activities while participating in the Career Advancement Program.

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 and the Associate Vice-President Teaching and Learning. Any unspent monies shall roll over into the subsequent contract period.

The parties suggest that the Committee consider the following two priorities:

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.

15.20 Amend 15.20 (Tuition Costs Fund):  
The Employer shall transfer \$12,500 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/conferences related to their employment. Any unexpended monies shall be retained in the Fund.

15.23 Amend 15.23 (Trans Fund):  
Effective September 1, 2018, \$40,000 will be allocated to this Fund annually. Allocations from the Fund will be made by the Union based upon pre-established and posted guidelines.

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

15.26 Amend 15.26 (Post-Retirement Benefits):  
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 \$1800;
- 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.

NEW 15.26.1 (Retiree access to library services)

15.26.1

In the event a retired member of CUPE 3903 Unit 2 wishes to have access to the York library for a defined project of an academic nature, they may make application to Library Services who will review the proposal and will provide such access as may be extended without licence concerns.

15.28

Amend 15.28 (CUPE 3903 Benefits Fund):

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.

15.29

NEW 15.29 (Sexual Violence Survivors Support Fund):

Effective September 1, 2018, the University Sexual Violence Response Office will be provided with a fund of up to \$50,000 per annum which will be available to provide support for expenses incurred by survivors of sexual and/or gender based violence. The SVRO will meet annually with representative of CUPE to discuss access to and distribution of these monies. This fund will be integrated with the existing funds and resources available within the University and externally which are currently referred by the SVRO.

17.23

NEW 17.23 (Sexual Violence Leave):

An employee may request and take a domestic or sexual violence leave where they or their child experiences or is threatened with domestic or sexual violence. This leave will be to allow the employee to seek medical attention, counselling, victim and support services, legal assistance and or to relocate. The employee, if requested to do so, will provide reasonable proof signed by a qualified practitioner.

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

Where an employee has exhausted their sexual violence leave and sick leave and any other leave entitlement under this agreement, they may be eligible for Long Term Disability, subject to the terms of the Plan (Article 10.13).

20.01 Amend 20.01 (Ways and Means Fund):

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).

21.01 Amend 21.01 (Union Rights and Privileges):

The employer agrees to provide the union free of charge, except as otherwise specified in this article, with the use of suitable, serviced office space, in a building fully accessible when needed (i.e. with accessible washrooms, door openers, ramps and/or elevators), with a telephone line, the telephone charges to be borne by the union, and a Telecommunication Device for the Deaf (TDD). The union shall have the use of the internal University postal service for union business, external mailing costs of the union to be borne by the union and shall be given a University mailing number. The employer shall allow the union to use the University duplicating services, computing facilities, word processing equipment, and audio-visual equipment on the same basis and at the same rates established by the employer for University users. The employer shall provide the union with suitable meeting rooms as required, free of charge and on the same basis as other voluntary associations within the University which shall include the ability to book available meeting rooms on campuses where the union does not have a permanent office.

The Union will be provided with shared office space on the Glendon campus to conduct union business. The shared office space will accommodate a lockable cabinet.

The employer shall provide the union with use of a designated bulletin board in each department/division for the display of union notices, job postings and

other union-related materials. If not the case as a result of the foregoing, each campus will have a dedicated bulletin board for use by the union. The employer shall also provide the union with a lighted bulletin board in an area adjacent to the East Bear Pit of the Ross Building.

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

22.05

NEW 22.05 (Online posting and archiving):

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.

23.04

Amend 23.04 (Recommendations)

(i) The employer shall provide incentive funding to a hiring unit(s) recommending an affirmative action pool member to a tenure stream position. This funding will normally cover the differential between the starting salary of the appointment and the cost of three full course directorships. The employer shall make \$130,000 available in incentive funding in each year of the collective agreement.

(ii) For each of the 2017-2018 year, the 2018-2019 year and the 2019-2020 year, the Office of the Vice-President Academic and Provost shall make at least two (2) recommendations in 2017-2018, two (2) recommendations in 2018-2019 and two (2) recommendations 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.

(iii) During this period, should any member of the Affirmative Action Pool be appointed to a tenure-stream position as a result of a normal search

process, the hiring unit receiving the appointment will be entitled to receive incentive funding under Article 23.04(i).

(iv) Normally, tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by May 1st for appointments commencing the following July 1.

(v) If an applicant is not recommended by the School or Department for a tenure stream position, an explanation will be provided to the applicant on request.

## 23.2

### NEW 23.2 (SRC Program)

23.2.1 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".

'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.

23.2.2 Six (6) SRCs will be awarded for 2017-18, six (6) SRCs will be awarded for 2018-19, and a further six (6) SRCs will be awarded for 2019-20.

#### **23.2.3 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.

#### **23.2.4 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 how they are currently met by the eligible employee.

#### **23.2.5 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.

### **23.2.6 RENEWAL**

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.

A renewed term will be 5 years, depending on academic need and the recommendation of the hiring unit(s).

### **New - Letter on Career Advancement Program**

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.

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 Associate Vice-President Teaching and Learning.

The Program will be developed to provide support and resources to Unit 2 members for professional development in:

- teaching and learning
- the scholarship of teaching and learning,
- integration of research into the curriculum and class room experience.

The Program will include sessions or modules designed to assist individual career development, including the development of a teaching dossier. In addition to sessions and modules, the Program will also include individual coaching and mentoring. Overall, the Program is intended to assist Unit 2 members in the development of a competitive application file for a full-time faculty position at York or elsewhere, in the professorial stream or in the alternate stream.

*[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.]*

### **Union Failsafe Option**

If this is accepted by March 28, 2018, it is agreed that the Union may otherwise ratify the Collective Agreement without acceptance of the changes to **23 and 23.2** above and instead exercise an option to refer these issues to an interest arbitrator.

Within 30 days following ratification of the renewal Collective Agreement the Union may provide notice in writing of its lack of acceptance of this provision of the Collective Agreement and its intent to instead proceed to binding interest arbitration on this provision.

The parties will jointly agree upon an Arbitrator within ten days failing which Arbitrator Kevin Burkett will be asked to select an arbitrator to serve. The Arbitrator appointed under this agreement may establish their own procedure and their decision will be binding.

The Arbitrator will then determine what, if any, changes should be made to Article 23 and 23.2.

24 Long Service Teaching Appointments (LSTAS)

24.02.1 Amend 24.02.1 to begin:

LSTAs will be awarded for a three to five-year period, depending on academic need and the recommendation of the hiring unit, and will consist of contract assignments comprising 3 full course equivalents in each of the three to five years of the term....

24.07 Amend 24.07:

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

24.10 Amend 24.10:

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

To be eligible for renewal applicants must have had their teaching reviewed by a member of the full-time faculty in the hiring unit(s) pursuant to Article 24.06 above over the course of their current LSTA. Applications will be assessed on the basis of the quality of an applicant's teaching, evidence of which will include the review pursuant to Article 24.06 above. Applications will also be assessed on the basis of the unit's academic planning needs.

All applications must also include a current CV. Applications shall not be unreasonably denied.

The total number of LSTAs in any contract year will not exceed seventy-five.

24.11

Amend 24.11:

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

10.04.2

NEW  
Placement  
Confirmation  
for CCDs

Subject to the limitations arising out of the confirmation of a practicum arrangement with a third party, placement confirmations for clinical course directors (CCDs) in the School of Nursing shall be posted at least two (2) weeks in advance of the start date.