

**IN THE MATTER OF:**

**INDUSTRIAL INQUIRY COMMISSION**

**BEFORE**

**COMMISSIONER WILLIAM KAPLAN**

**APPENDICES TO SUBMISSIONS ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES, LOCAL 3903**

**VOLUME 1**

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**TAB 1 A**

# 2017 Contract Negotiations

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OVERVIEW OF CUPE LOCAL 3903 TOP PRIORITIES FOR  
THE 2017 COLLECTIVE AGREEMENT



# **Undergrad-centric unionism**

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**We are an undergrad-centric union of  
educators, student-educators and  
researchers who care equally about the  
student, public education and  
the community.**



# Changing Provincial Funding Model for Universities

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Contract and part-time faculty should finally  
matter to the University's bottom line because  
performance-based funding rests on the  
academic outcomes of the undergraduates we  
teach.

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# **Core Concepts, Principles and Context for Negotiations**

# Academic scholarship supports CUPE 3903 solutions

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Jaeger and Eagan Jr (2009) show that graduation rates decline as non-tenure track faculty increase.

MK Eagan and AJ Jaeger. 2009. "Effects of exposure to part-time faculty on community college transfer" *Research in Higher Education*, 50(2), 168.

## **Job security = Better Educational Outcomes For Undergraduates**

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“Recent studies have found a negative relationship between the use of part-time faculty members on persistence (Eagan, Jaeger, & Thornton, 2008) and graduation rates (Ehrenberg & Zhang, 2005; Jacoby, 2006)”

Paul D. Umbach. 2008. *The Effects of Part-time Faculty Appointments On Instructional Techniques and Commitment to Teaching*. Paper Presented at the 33 Annual Conference of the Association for the Study of Higher Education, Jacksonville, Florida, Nov 5-8.

## **Job security = Better Undergraduate Experience**

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“At a time of major change throughout higher education, numerous critics believe strongly that the growing use of contingent faculty has negative consequences, especially for undergraduate education (AAUP, 2010; Benjamin, 1998, 2002, 2003; Hagedorn, Perrakis, & Maxwell, 2002; Schibik & Harrington, 2002)”.

Roger G Baldwin and Matthew R Wawrzynski. 2011. “Contingent Faculty as Teachers: What We Know; What We Need to Know” *American Behavioral Scientist*, 55(11), p. 1487.

## **Job security = Educational Effectiveness**

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“Comparing tenure-track to non-tenure track found that tenure-track jobs are associated with better student learning, undergraduate research, active and collaborative learning, problem-based learning and student-centered or multicultural approaches to teaching”

Adrianna Kezar and Daniel Maxey. 2013. *The Changing Academic Workforce*. May/June,

taken from: <https://www.agb.org/trusteeship/2013/5/changing-academic-workforce>

## Job Security = Better Undergraduate Performance

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“There is considerable concern that large numbers of contingent faculty make it difficult for students to interact with and build long-term relationships with their instructors.”

Roger G Baldwin and Matthew R Wawrzynski. 2011. “Contingent Faculty as Teachers: What We Know; What We Need to Know” *American Behavioral Scientist*, 55(11), p. 1487.

## Job Security helps students go farther in their disciplines

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“Some scholars have reported that [non-tenured track] faculty can negatively affect graduation rates (Ehrenberg & Zhang, 2004; Jaeger & Egan, 2009) and transfer rates (Egan & Jaeger, 2009), that they can negatively affect retention (Jaeger & Egan, 2011), and that they do not properly prepare students for courses later in a discipline’s sequence (Burgess & Samuels, 1999).”

Jennifer Danley-Scott and Gray Scott. 2014. “The Other Half: Non-Tenure Track Faculty Thoughts on Student Learning Outcomes Assessment” *Research & Practice in Assessment*, Vol. 9, Summer, p. 32



# **Job Security = Better Educational Outcomes for Undergraduates**

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“After controlling for student background characteristics, prior achievement, financial aid measures, and enrollment traits, the significant negative relationship between retention and high levels of exposure to part-time faculty persisted” (Jaeger and Eagen, 2011: 508).

Audrey J. Jaegar and M. Kevin Eagan. 2010. “Examining Retention and Contingent Faculty Use in a State System of Public Higher Education” *Education Policy XX(X)*, p. 1.

## Teaching Assistants improve equity and participation in STEM

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Research reveals [graduate teaching assistants] play an important role in the quality of undergraduate education and influence the retention of students to major in the sciences, particularly minority and females students (Gardner & Jones, 2011; Wheeler et al, 2017 464).

Lindsay Wheeler et al. 2017. "Do Teaching Assistant Matter?" *Journal of Research in Science Teaching*, 54(4), pp. 463-492

Grant Gardner and Gail Jones. 2011. "Pedagogical Preparation of the Science Graduate Teaching Assistants:Challenges and Implications" *Science Educator*, 20(2), pp. 31-41.

**Professional Development for part-time employees is critical to undergraduate success**

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“Given that TAs are responsible for a sizeable amount of teaching activities related to undergraduate instruction, it is important to ensure that they receive training that is sufficient to support them as effective instructors” (Boman, 2008: 4).

J.S. Boman. 2008. *Outcomes of a Graduate Teaching Assistant Training Program*. PhD Thesis. University of Western Ontario. London: Ontario.



## **Key Priorities & Issues for Negotiations (and survey results)**

## Summer Funding for Unit 1

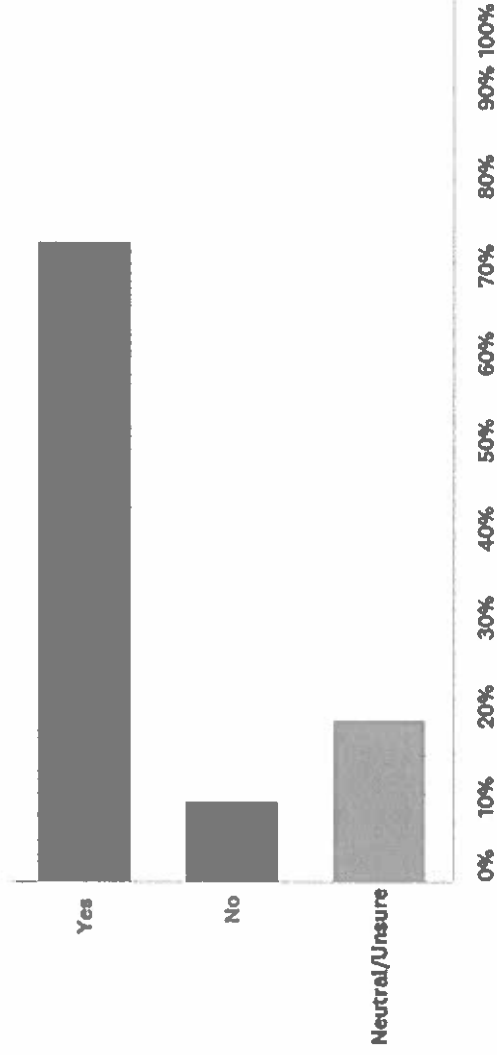


We are proposing bringing the fellowship model into the collective agreement.

**Over 70% of respondents faced summer hardship due to the fellowship model**



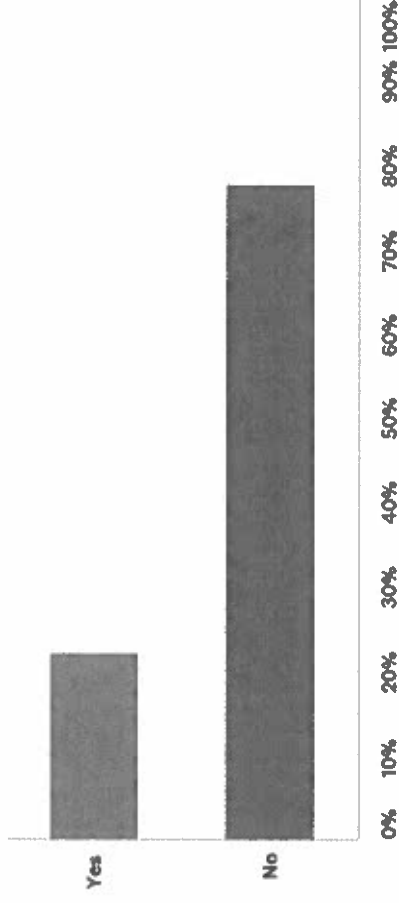
**Q7 Under the new fellowship model you will no longer receive income for five months in the summer. Will this be a problem for you?**



**A supermajority of respondents feel communication is broken**



**Q31 Do you feel York effectively communicates policy and/or procedural changes in student life?**



## The Restoration of Unit Three Jobs

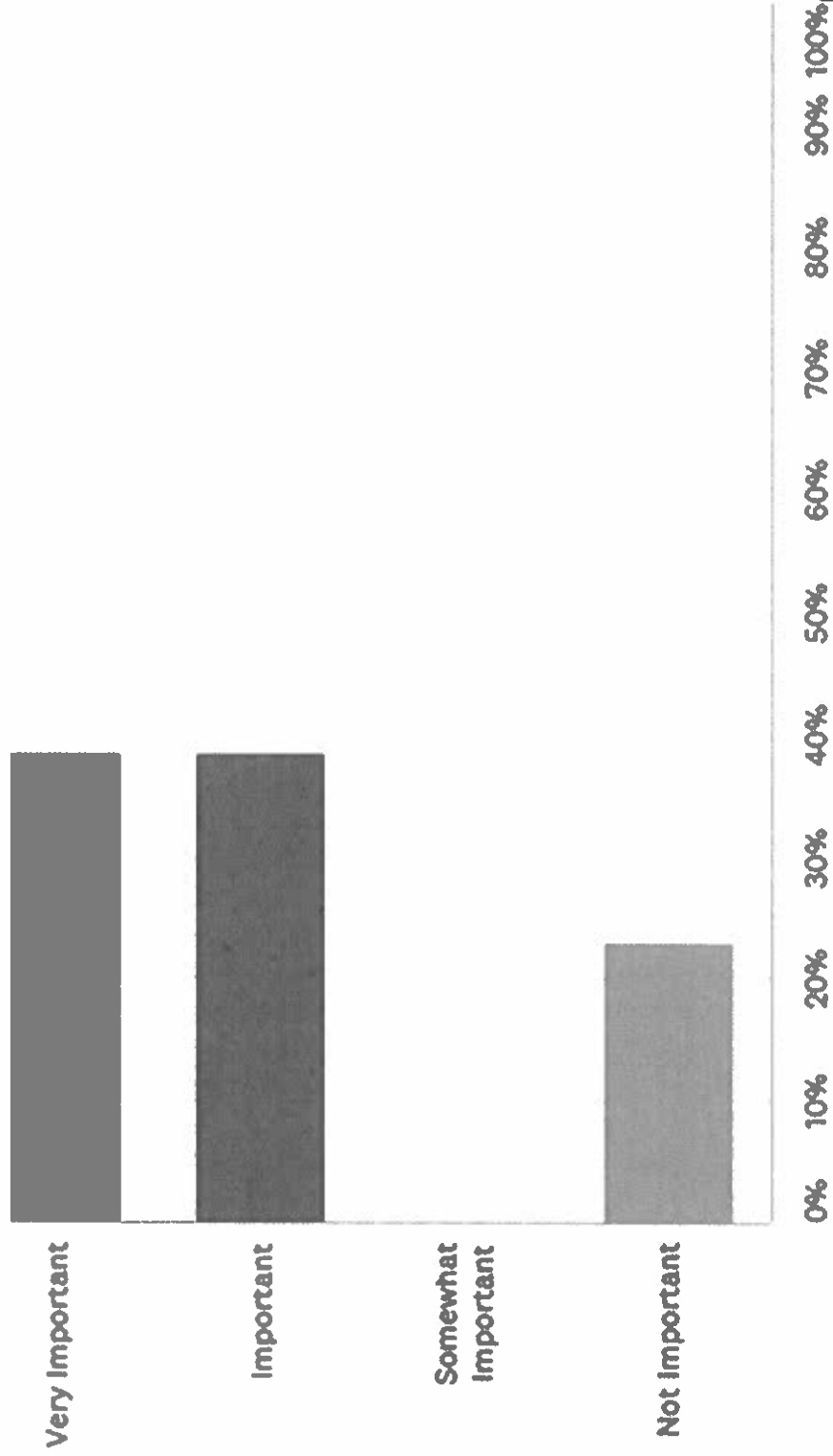
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There are hundreds of graduate students at York who come to their studies as students with lived experience of disability. Some use their knowledge to produce research that contributes to social change.

Securing these students with an accommodation policy and health benefits would allow for access to post-graduate education they may otherwise not have.



In choosing to attend York University, how important was the strength of CUPE 3903's healthcare plan in that decision



## Health Care Plan

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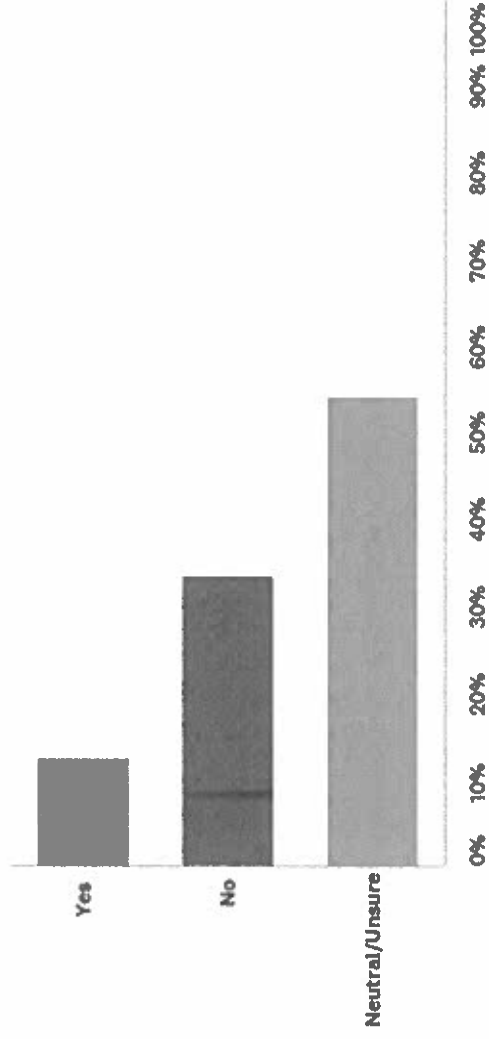
The health benefits package at York is a key tool for recruiting and retaining 3903 members, but there are some areas of the plan that have not kept pace with the changing needs of members.



**A majority of respondents feel accessibility  
is not treated seriously on campus**



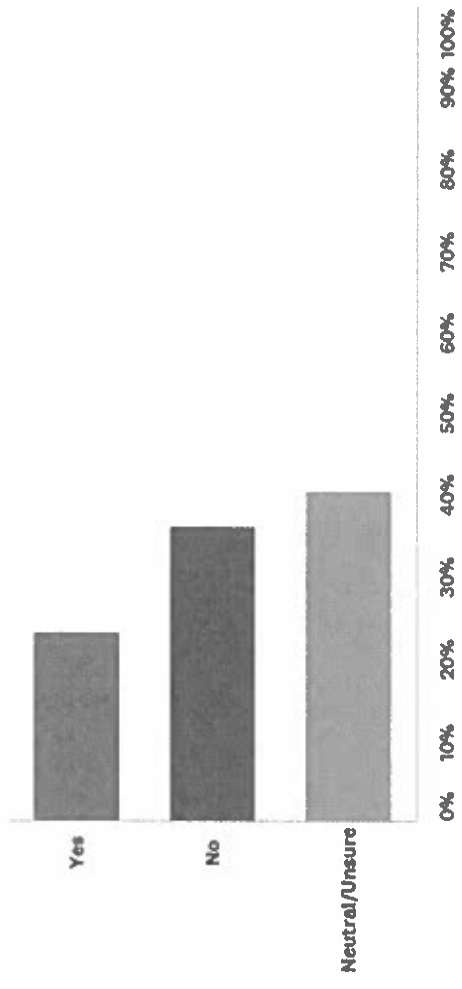
**Q19 Do you think York takes issues of accessibility for TAs seriously?**



**A majority of respondents feel the employer does not take equity issues seriously**



**Q18 Do you believe York University as an employer cares about equity issues in the workplace?**



## Improvements in Professional Development

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As Ontario changes its funding model for higher education, funding will be increasingly linked to performance. This makes the professional development of educators crucial to the bottom line.

## **Job Security**

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York's dependence on short-term contracts is out of touch with Ontario's changing employment standards. Ninety three per cent of Unit 2 members strongly agreed job security is a priority.

# Salary Rates

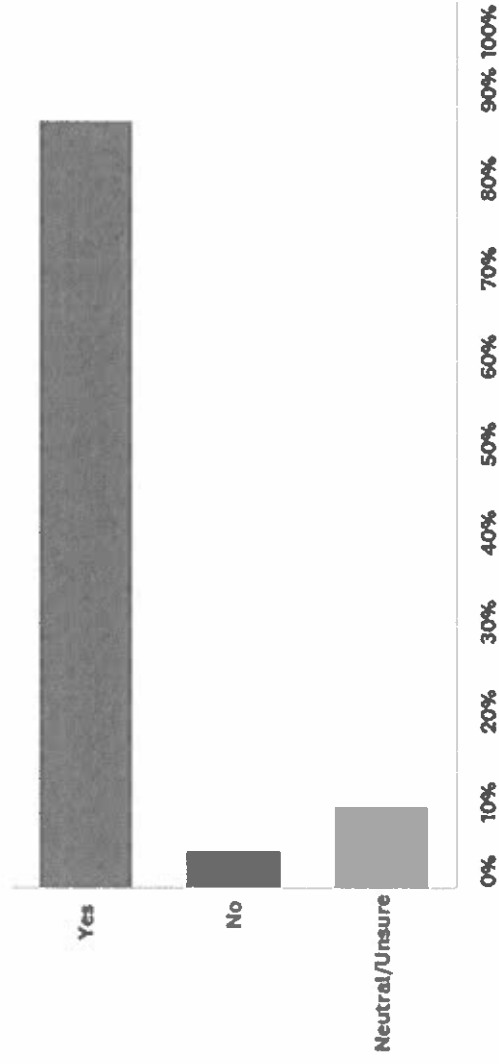
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Housing affordability and the cost of living in Toronto has reached crisis levels. The wage increases of the past are out of keeping with current price changes, especially for those below the low-income cut off.

# Nearly 90% of respondents feel that the current salary rates are no longer adequate



Q8 Do you feel rising prices for rent, food and the cost of living has eroded your take home pay?

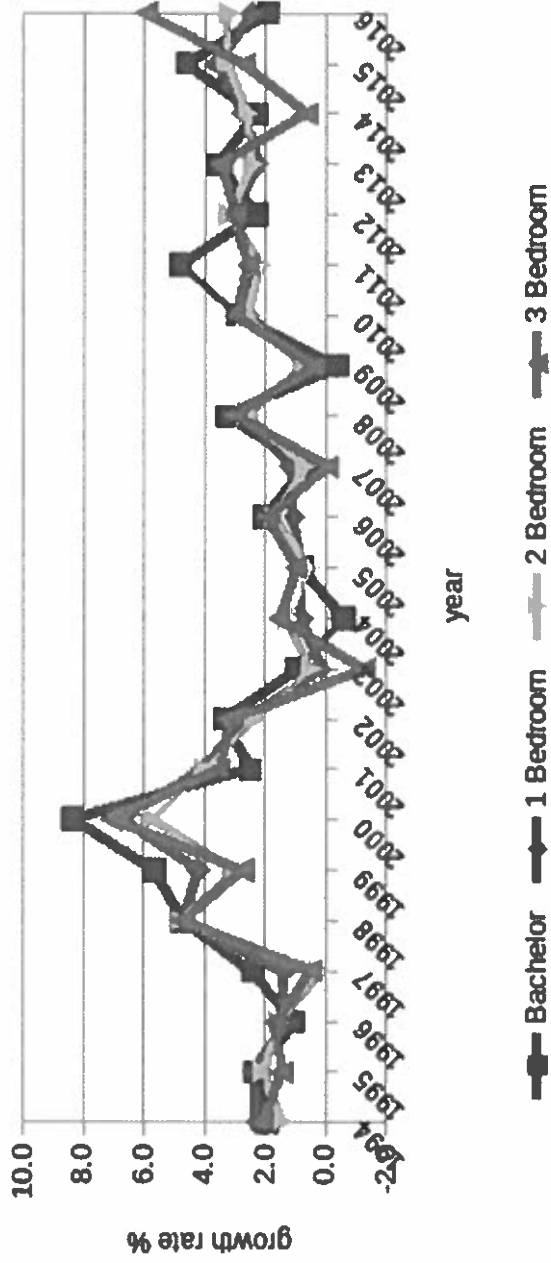




Rental prices on all types of housing has increased by more than 2% a year since 2009



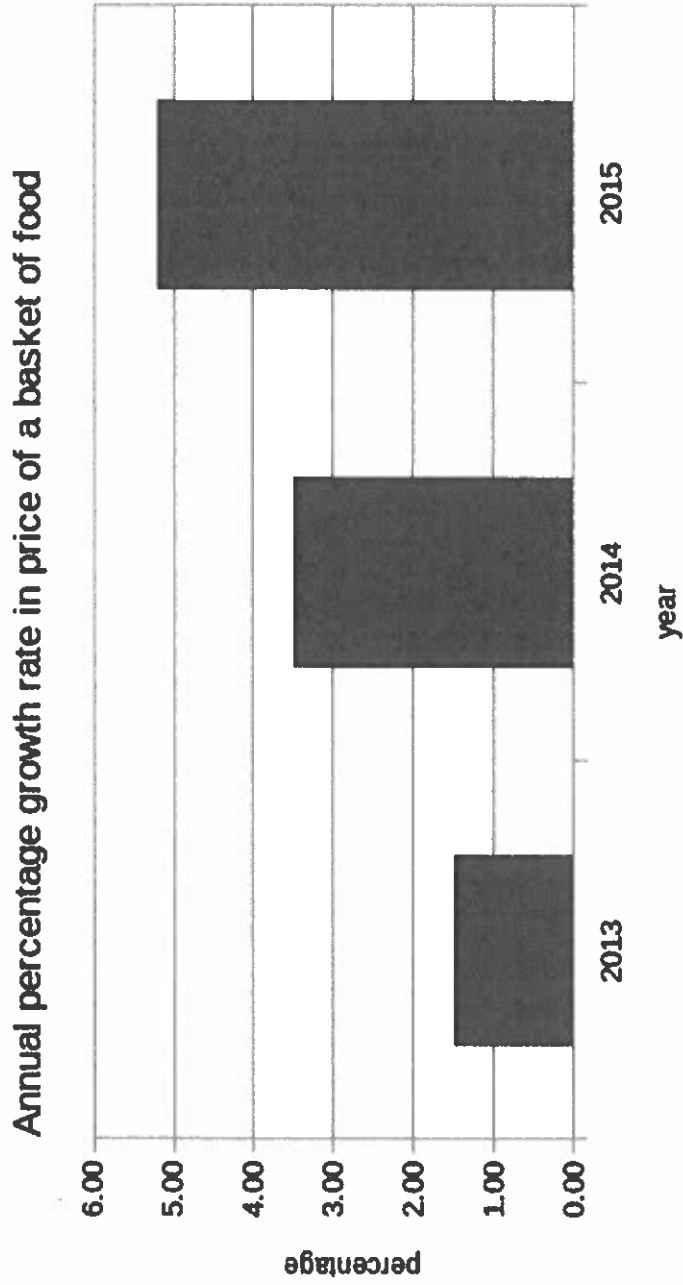
Average Rent by Room  
(average annual growth rate)



[www.cmhc-schl.gc.ca](http://www.cmhc-schl.gc.ca)



## The prices of a basket of food increased by more than 5% in 2015



Source: CANSIM: 326-0012

\*Monthly prices are convert to annual average

\*\*Basket based on Market-basket Measure (Statscan MBM)

## York's financial operating performance

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“The University posted a surplus of \$23.3 million for the year ended April 30, 2016. Over the last three years, the University has recorded rising surpluses, which is in contrast to the periodic deficits of prior years.”

- *Dominion Bond Rating Service, Dec 2016, p.3*

**The Dominion Bond Rating Services shows York has the ability to pay**

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“The University’s balance sheet provides the institution with financial flexibility”.

“Significant financial and non-financial resources”

“The university owns 200 acres of developable land on its Keele Campus. The extension of the TTC subway line to campus is expected to increase the development potential and value of the land holdings.”

*-Dominion Bond Rating Services, Dec 5 2016, p. 2*

# Let's Work Together

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**TAB 1 B**

**CUPE 3903 Bargaining Proposal Package as of April 16th**

Wages and Benefits					
#	Article Number	Prior Collective Agreement Language	Proposed Change Wages	Proposed Collective Agreement Language	Employer Counter Proposal
1	U1 10.04.1 U2 10.04 U3 10.02	New		3.5 increase in each year of collective agreement	<p><b>Reject and hold to original proposal</b></p> <ul style="list-style-type: none"> <li>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 by 2.3% September 1, 2019.</li> <li>Increase supplementary graduate assistance in an amount equivalent to 2.1% effective September 1, 2017, by 2.2% on September 1, 2018 and by 2.3% September 1, 2019.</li> <li>Increase Graduate Financial Assistance rates in 10.12 by an amount equivalent to an increase of 2.1% effective September 1, 2017, by 2.2% September 1 2018 and then by 2.3% September 1, 2019.</li> </ul>
1b	Unit 1 10.09 Unit 2 10.08 Unit 3 10.04	<p>Unit 1 and 2: 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>Unit 3: All members of the bargaining unit shall be entitled to an additional 4% of wages as vacation pay. Vacation pay shall be calculated, identified separately, and included as part of an employee's regular monthly salary payment.</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><b>Union Accepts employer's language – move to sign off</b></p> <p>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 requests in writing at the time she is appointed that her vacation pay be included in the last regular monthly salary payment.</p>
2	U1 10.04.4	New	Penalize employer	For any appointment that has commenced, where	No

<p>U2 10.04.7 U3 10.05 (new para)</p>	<p>for late pay cheques</p>	<p>the Employer fails to remit payment on the regular pay day the Employer shall pay an additional 5% of the monthly salary for the appointment per month to the Employee as a penalty.</p> <p><b>Accept Employer's proposed amount for Subsidies but increase operating cost for Student Centre to \$70,000.</b></p> <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 \$70,000. 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</p> <p>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</p>	<p>Employer proposal presented January 8th</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 \$60,000, 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>	<p>Reject and Hold</p>
<p>3</p>	<p>U1 15.12.2 and 15.12.3 U2 15.12.2 and 15.12.3 U3 15.09.01 and 15.09.02</p>	<p>Campus Childcare Facilities</p>	<p>York will form a committee comprised of all interested parties to discuss and investigate the feasibility and need of childcare facilities at Glendon and Markham Campuses. This committee will be formed in consultation with CUPE 3903.</p>	<p>Reject and Hold</p>
<p>4</p>	<p>Letter of Intent All Units</p>	<p>Campus Childcare Centres at Markham and Glendon Campuses</p>	<p>Effective September 1, 2017, the \$200,000 allocated</p>	<p>Reject and Hold</p>
<p>5</p>	<p>U1 15.13.4</p>	<p>Increase to the</p>	<p>A Childcare Fund in the amount of \$200,000</p>	<p>Reject and Hold</p>



	U2 15.12.4 U3 15.09.03	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	Childcare Fund	to this fund will be increased to \$260,000. 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.	Employer counter presented February 20 <sup>th</sup> - 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	U1 15.26, U2 15.28 U3 22	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 \$250,000 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.	<b>Reject and Hold</b> <b>Employer counter presented February 20<sup>th</sup></b>  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 Plan for each employee  **Current amount is not included in collective agreement language but equals \$3000 dollars a year	Dental	The employer shall contribute toward the yearly administration cost and eligible claims to the amount of \$3000 dollars a year per employee under an Administrative Services Only ("ASO") Group Dental Plan. Each member shall also receive \$1000 towards the cost of orthodontics and dental implants and these services shall be considered an eligible expense under the ASO Group Dental Plan.	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.
8	U1 10.17.1 U2 10.14.1 U3 10.10 (3)	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 \$1000 every two years for each employee	No

9	U1 10.20 U2 10.16, U3 10.10 (5)	**Current amount is not included in collective agreement language but equals \$400 dollars every two years	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 \$6000	No
11	U1 10.19 U2 10.17 U3 10.09(6)	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 eight months would not be submitted until the employee returns to work and eligible claims would be promptly paid thereafter.	Provide year-round coverage for all members	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 between 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 eight months would not be submitted until the employee returns to work and eligible claims would be promptly paid thereafter.	No
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 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 \$2,100.00; 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. The Employer agrees to fully fund drug, dental, vision care, and other negotiated benefits at the level	<b>Reject and Hold</b> 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.

16	LTD Plan Text	Members receive 66% of wage at time of disability/leave	Increase LTD payment	of the current CA for Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement. 10.12.1 (iii) Employees shall receive as monthly benefit 80 % of their wages or \$4,000 whichever is less.	No
17	U1 17.07 U2 17.07 U3 16.09	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	<b>The union is prepared to exchange an increase to paid maternity leave (proposal 17) in exchange for the acceptance of proposal 32 which establishes "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."</b> 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
20	U1 15.06 U2 15.05 U3 11.07	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	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 \$10 dollars a day rate.	<b>Reject and Hold</b> The kilometreage paid is the same as extended to all employees of the University and is standard.  Add to 15.05:  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.
24	U1 15.29 U2 15.30 U3 26	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 \$50,000 each year to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence.	<b>NEW:</b> 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.
27	U1 15.30 U2 15.31 U3 27	New	Racial Discrimination Fund	Effective September 1 <sup>st</sup> 2017, the Employer will allocate \$30,000 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.	No. The Employer believes that the appropriate allocation of funding and resources for campus-wide research and review should be conducted through the new VP area of Equity discussed at Senate.	

**Tuition and Funding**

#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
35	U3 New Letter of Intent	New	Provide minimum guarantee of \$15,000 per year for U3 members	All members of the bargaining unit shall have a minimum guarantee of \$15,000 per year of extra funding above and beyond the guaranteed 0.5 GAship. Such funding may be in the form of scholarships (excluding York Entrance Scholarships), fellowships, or assistantships.	Reject and hold to original proposal New Article 10.02 Remuneration for Graduate Assistants Effective September 1, 2018, replace existing 10.02 with a new 10.02 to include only wages as follows:
42	U3 10.08	Bargaining unit members assigned a graduate assistantship in the fall/winter session of 2011-2012 (September 1 to April 30) and who are registered full-time in summer will receive GA summer assistance in the immediately following summer term (May 1 to August 31) of that year in the amount of \$1,200. This amount will be increased to \$1,300 for the summer 2013 and increased to \$1,750 for the summer 2014. Effective May 1, 2015 this amount will be increased to \$3000.		Bargaining unit members assigned a graduate assistantship in the fall/winter session and who are registered full-time in summer will receive GA summer assistance in the immediately following summer term of that year in the amount of \$4000.	
45	U1 10.12.3 U3 10.09	New	Reduce international fees to domestic level	Bargaining unit members enrolled as international students shall pay the domestic tuition rate	No

47	U1 and U3 Letter of Intent on Fellowship	New		Include Fellowship in Collective Agreement – edited January 4th	<p>Union counter to employer's proposal on unit 1 funding presented February 28<sup>th</sup> – Must include specific amount for trigger of claw back of scholarships, deadlines and penalties for late GI/A/GFA pay cheques, the agreed upon reference to the MOS in the letter of intent 6 for unit 1 and letter of intent 1 for unit 3, and the proposed letter of intent on fellowship. See separate document</p>	<p>See Employer funding proposal below with revised language clarifying the removal of the work commitment</p>
48	<p>Adding 10.10 Protection of GA positions            Renumbering of 10.10 Benefits to 10.11 Benefits and 10.11 Research Costs Fund to 10.12</p>	New		<p>To ensure the protection of GA positions/unit 3 jobs under the fellowship model</p>	<p><i>New – To incentivize research and high-quality training opportunities to graduate students under the fellowship model.</i></p> <p><b>48.1</b>            The University will implement a Graduate Assignment Protocol that will support incentivizing research at York University by providing graduate students the choice and opportunity to partake in high quality training in research.</p> <p><b>48.2</b>            The program will ensure all incoming Master's student are provided with an informed choice, clearly articulated in their letter of offer to either (a) accept an opportunity to a GAship with a Principle Investigator (PI) who is in receipt of external research funding which will provide the student with or, (b) a fellowship.</p> <p>In the event a PI cannot find a masters student or requires further assistants, the PI shall be committed to give preference to hiring PhD students.</p> <p>The University will match 50% of the PI's research funding to cover the GAship.</p> <p><b>48.3</b>            A minimum of one-third of positions will be filled by people in one or more of the designated employment equity group. Hiring units must provide proof of having followed the documented application and hiring process.</p> <p><b>48.4</b></p>	<p>Add to Unit 3 Letter of Intent HQT            Graduate Assistant Assignment Protocol</p> <p>The University will implement a Graduate Assistant Assignment Protocol that will support the incentive of research at the University and the provision of high-quality training opportunities in research for graduate students.</p> <p>Under a 2-year program from September 1, 2018 to August 31, 2020 the University will create and offer a Graduate Assistant Training Fund that will support the incentivization of research at the University and the provision of high-quality training opportunities in research for graduate students working with a Principal Investigator as part of that PI's research team.</p> <p>The GAT fund will distribute up to the total of \$60,000 in each academic year to Principal Investigators who are in receipt of external research funding and commit to hiring a Graduate Assistant. Individual allocations under this fund will be provided to Principal Investigators with a value of up to \$2,000.00.</p> <p>The GAT Fund shall be administered by the Office of the VPRI which will be tasked with establishing a non-competitive equitable process for the distribution of the funds for high quality training experiences. CUPE 3903 will be consulted in the establishment of this process.</p> <p>The University will take steps to ensure that</p>

<p>researchers are advise of the distinction between Graduate Assistants (GA) and Research Assistants (RA), including the appropriate posting of GAships in order to avoid bargaining unit assignments being improperly awarded to Research Assistants.</p> <p>In those situations where a graduate student considers that the assignment for which they have been engaged is not properly a Research Assistantship they ought discuss this first with the faculty researcher and, if not satisfied, raise this with the Union.</p>			
<p>The employer shall guarantee that the standard benefit rate for Unit 3 GA's shall not exceed 31% in any faculty or department.</p> <p>48.5</p> <p>The employer shall provide the union with a list of graduate students who are not in the bargaining unit and are registered full time at York University and are receiving financial assistance from or through York University for Research or academic activities which the employer says are predominantly for the purposes of advancing the student's progress towards fulfillment of their program and degree requirements.</p>	<p>The employer shall provide the union with a list of graduate students who are not in the bargaining unit and are registered full-time at York University and are receiving financial assistance from or through York University for research or academic activities which the employer says are predominantly for the purposes of advancing the students' progress towards fulfillment of their program and degree requirements. The employer shall provide the list by November 1<sup>st</sup> of each collective agreement year and it shall include the following information:</p> <ol style="list-style-type: none"> <li>a. the graduate student's full name,</li> <li>b. the graduate student's available contact information, including but not limited to any email addresses, phone numbers, and mailing addresses,</li> <li>c. the department(s) with respect to which the research or academic activities are to be performed;</li> <li>d. The program with respect to which the research or academic activities are to be performed;</li> <li>e. the names of any persons (including faculty members) or organization(s) involved in directing the research or academic activities to be performed;</li> <li>f. the graduate student's program and degree requirements; and,</li> </ol>		

					g. a summary of the employer's position that the research or academic activity is predominantly for the purposes of advancing the students' program and degree requirements.
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Job Security and Workload					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
50	U1 15.04.1 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.	<b>Reject and hold to original proposal</b>  Employer counter presented January 15 <sup>th</sup>  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.
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	In the School of Nursing, qualifications posted for all positions in the bargaining unit must be demonstrably relevant to the posted position. Qualifications for clinical practice shall include bachelor, master or doctoral degree or equivalent from a program accredited by the College of Nurses of Ontario (CNO). No additional qualifications will be required.	<b>Employer presented counter on February 8<sup>th</sup></b>  ADD: in the department of Nursing, qualifications set with respect to proof of practice will be reasonably connected to the duties of the position.

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.	Note Qualifications will be demonstrably relevant in accordance with, and not exceed, those established by the CNO.	Employer Response December 4th No. This runs contrary to the design of the CSSP
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 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	CSSP Guarantee	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 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. <u>Amend paragraph: Continuing Sessional Standing Program Guarantee</u> <u>Employees with Continuing Sessional Standing shall be offered teaching appointments in the amount of 1 Type 1 or equivalent positions in each contract year in which an employee has Continuing Sessional Standing.</u> <u>Members with historic teaching profiles in more than one hiring unit may be offered positions by any of these hiring units.</u> <u>In the event the employer fails to offer teaching appointments as per above, the employee will receive a payment for 1 Type 1 positions in the current contract year, and applicable prior</u>	<b>Reflect and hold</b> <b>CSSP 12.01</b> Revise section <i>Cessation of Continuing Sessional Standing.</i> <b>Cessation of Continuing Sessional Standing</b> Employees who meet the eligibility criteria for Continuing Sessional Standing shall maintain this status for a minimum of five contract years and shall continue in this status for successive five contract year periods provided that as of the September 1 at the end of each five contract year period, she has a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the five contract year period just completed. in the event that the employee's



<p>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 Program shall communicate such election in writing to Faculty Relations.</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</p>	<p>experience credit for 1 Type 1 positions.</p> <p><u>Amend paragraph: Cessation of Continuing Sessional Standing</u></p> <p><u>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 1 Type 1 or equivalent positions over the three contract year period just completed.</u></p> <p><u>In the event that the employee's average annual teaching intensity, excluding any compensation received as CSS guarantee, is lower than 1 Type 1 or equivalent positions at the end of a three contract year period, she will no longer have Continuing Sessional Standing.</u></p>	<p>average annual teaching intensity is lower than 2 Type 1 or equivalent positions at the end of a five contract year period, she will no longer have Continuing Sessional Standing.</p>
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65	U2 Article 23 Various sections	<p>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 three contract year period, she will no longer have Continuing Sessional Standing.</p> <p>23.02.2 Identification – The criteria for inclusion in the Affirmative Action Pool shall be submitted to the Labour/Management Committee which will identify those individuals who qualify. The Committee shall afford to all those employees who believe that they meet the criteria an opportunity to satisfy the Committee as to their eligibility.</p> <p>U2 23.03.03 An individual may apply for a probationary tenure-stream position to a Dean/Principal. Where an application is submitted directly to a Dean/Principal the Dean/Principal will consult with the relevant hiring unit(s) concerning the application.</p> <p>U2 23.04 (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 \$130,000.00 available in incentive funding in each year of the collective agreement.</p> <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 professional stream over the three years. A minimum of six recommendations from among candidates who</p>	<p>Conversions</p>	<p>23.02.02 Identification – The criteria for inclusion in the Affirmative Action Pool shall be submitted to the Labour/Management Committee which will identify those individuals who qualify. The Employer shall notify each candidate of their eligibility by October 1. The Committee shall afford to all those employees who believe that they meet the criteria an opportunity to satisfy the Committee as to their eligibility.</p> <p>U2 23.03.03 An individual may apply for a probationary tenure-stream position to the hiring unit by the 31<sup>st</sup> of January, or to a Dean/Principal by the 28<sup>th</sup> of February of each year. Where an application is submitted directly to a Dean/Principal the Dean/Principal will consult with the relevant hiring unit(s) concerning the application. Applicants will be provided with a written, dated receipt acknowledging their application.</p> <p>[New Article] U2 23.03.05 (i) Applications shall consist of the following documents. The single-spaced page limit for each document is indicated in parentheses.</p> <p>(a) cover letter (maximum 2 pages), (b) curriculum vitae, (c) statement of research interests (maximum 2 pages), (d) statement of teaching philosophy and pedagogical interests (maximum 2 pages), (e) teaching dossier that includes a summary of student evaluations (maximum 20 pages), and (f) a minimum of 2 references to be confidentially submitted directly by the referees to the hiring unit and/or the Dean. A minimum of one referee may be internal to York University and a minimum of one referee may be external to York University (at the</p>	<p>Replace existing 23.04 (ii) with a new 23.04(ii) and amend 23.04(iv) as follows: 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.</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 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 professional 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,</p>
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		<p>self-identify as a member of one or more of the designated employment equity groups will be made over the three years.</p> <p>(iv) Normally, tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by January 15 for appointments commencing the following July 1.</p> <p>(v) If an applicant is not recommended by the School or Department, an explanation will be provided to the applicant upon request.</p>	<p>discretion of the candidate).</p> <p>(ii) Employment Equity status for all applicants will be determined on the basis of the self-identification information from their most recent blanket and/or specific application.</p> <p>U2 23.04</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 \$162,500 available in incentive funding in each year of the collective agreement.</p> <p>(ii) In each year of the Collective Agreement, 2017-18, 2018-19 and 2019-20, the Office of the Vice President Academic and Provost shall make recommendations of, at minimum, and whichever is greater.</p> <p>a) ten recommendations per year, or b) recommendations equal to 10% of the tenure-track hires in that academic year.</p> <p>In each year, at least 50% of the recommendations will be for members from one or more of the five designated employment equity-seeking groups. Hiring units must provide written documentation of having followed this process.</p> <p>In each year, at least 25% of the recommendations will be for members that have been in the Affirmative Action Pool for 10 years or more.</p> <p>(iv) Tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by April 15 and the Provost's announcement to the York community shall be made by April 30. Appointments shall commence July 1. The employer agrees that failure to meet the aforementioned deadlines will result in a penalty of \$10,000 payable to the union.</p>	<p>an explanation will be provided to the applicant on request.</p> <p><b>NEW SRC PROGRAM</b></p> <p>23.2 SRC Program</p> <p>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 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>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.</p> <p>23.2.3 APPLICATIONS</p> <p>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>23.2.4 CROSS APPOINTMENT</p> <p>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.</p> <p>23.2.5 RECOMMENDATIONS TO THE VICE-PRESIDENT ACADEMIC AND PROVOST</p> <p>Units wishing to appoint an eligible employee to an SRC, either within a hiring unit or on a cross-</p>
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<p>(v) [New] New full-time faculty appointed pursuant to Article 24 will be appointed to hiring units they have regularly taught in as documented in their curriculum vitae.</p> <p>(vi) If an applicant is not recommended by the School or Department, a written explanation will be provided to the applicant upon request.</p> <p>(vii) [New] The Conversion selection process for both the Professorial and Alternate Stream will consist of the following steps: 1) Faculty Relations will send an electronic and paper notice to members eligible for conversion by October 1. 2) Applicants will submit their applications as per 23.03.03. 3) Each hiring unit that received conversion applications shall form a conversions committee that shall rank applicants on the basis of four parameters, i) CUPE 3903 seniority, ii) equity status, iii) application package and iv) departmental need. 4) The conversions committee shall short-list candidates for an interview based on these four criteria (as per 3). Short-listed candidates will be asked a standard set of questions. 5) All records related to the interview process shall be available to both the Dean and the Union in the case of an appeal. 6) Each hiring committee will document in writing their reasons why the candidate from one or more employment equity groups under-represented in the bargaining unit (or bargaining units in the case of cross-appointments), were not selected by the hiring committee.</p>	<p>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><b>23.2.6 RENEWAL</b></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 <u>5 years</u>.</p> <p><b>Letter on Career Advancement Program</b></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 Associate Vice-President Teaching and Learning.</p> <p>The Program will be developed to provide support and resources to Unit 2 members for professional development in:</p>
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<ul style="list-style-type: none"> <li>teaching and learning</li> <li>the scholarship of teaching and learning,</li> <li>integration of research into the curriculum and class room experience.</li> </ul>	<p>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 professional stream or in the alternate stream.</p>	<p>[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.]</p>	<p><b>Union Failsafe Option</b></p> <p>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.</p>	<p>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.</p>	<p>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.</p> <p>The Arbitrator will then determine what, if any, changes should be made to Article 23 and 23.2.</p>

69	L2 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 10% 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 as a guide. Hiring units must provide written documentation of having followed this process.</p>	<p>No. See response to 65</p>
70		Long Service Teaching Appointments (LSTAs)	<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>24.02.4 Courses assigned as part of an LSTA are subject to the course cancellation provisions</p>	<p>24.02.1 LSTAs will be awarded initially for a five year period and will consist of assignments comprising 3.5 full course equivalents in each of the five years of the term. Effective September 1, 2017 compensation for these 3.5 full course equivalents will be the current applicable rate for the position plus an amount equivalent in value to 1/8<sup>th</sup> the rate of a type 1 position per full course equivalent.</p> <p>24.02.4 Courses assigned as part of an LSTA are subject to the course cancellation provisions of article 12.17. In the event of a course cancellation a replacement course will be found.</p> <p>24.05 LSTAs will be awarded on the basis of hiring unit teaching needs, quality of the applicant's teaching file, and the applicant's number of years in the Affirmative Action Pool. Teaching need will be viewed in the context of the University's historic reliance on the applicant's teaching and the applicant's university-wide teaching experience and will consider the provisions of Article 12.05.4</p>	<p>Reject and hold</p> <p>Employer counter presented January 15<sup>th</sup></p> <p>24.02.1 LSTAs will be awarded for a three to five year period, depending on academic need and the recommendation of the hiring unit, and will consist of contract assignments comprising 3 full course equivalents in each of the three to five years of the term....</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. 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.</p> <p>... 24.10 Employees holding an LSTA may submit a</p>

		<p>of article 12.16.1 – 12.16.2.</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>24.07 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 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 (i.e. aboriginal people, persons with disabilities, visible minorities and women).</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>		<p>and 11.01.3.</p> <p>24.07: In the 2017-2018 contract year a minimum of 7 LSTAs will be offered 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 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 five employment equity groups (i.e. aboriginal people, persons with disabilities, visible minorities, women, and LGBTQBQ).</p> <p>24.10 Employees holding an LSTA may submit a written application to renew the LSTA for another five-year term. Written applications must be submitted no later than January 31 of the fifth year of the LSTA (e.g., no later than January 31 of a given year for an LSTA that expires August 31 of that same calendar year).</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 of the unit's academic planning needs which will include consideration of the criteria in Article 24.05.</p> <p>The total number of LSTAs in any contract year will not exceed 84.</p>	<p>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 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.</p>
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72	Memorandum of Settlement – Special Renewable Contracts (SRCs)	The parties agree that immediately upon ratification of a renewal Unit 2 collective agreement this Memorandum will constitute the joint request of the parties that YUFA promptly agree with the employer to amend existing Article 12.32 of the YUFA collective agreement by deleting the words "Eight SRC's were awarded in 1999-2000, five will be awarded in 2000-2001, and six will be awarded for 2001-2002..." and substituting in their place the words: "6 SRC's will be awarded for 2002-2003, 6 SRC's will be awarded for 2003-2004, and SRC's will be awarded for 2004-2005 to any remaining eligible members in the pool who apply for an SRC."	Renewal of the SRC program	<p>Union counter, revised April 15:</p> <p>The parties agree that immediately upon ratification of a renewal of the Unit 2 collective agreement this Memorandum will constitute the joint request of the parties that YUFA promptly agree with the employer to amend existing article 12.32 of the YUFA collective agreement to include the words "10 SRCs will be awarded for 2017-18, 10 SRCs will be awarded for 2018-19 and 10 SRCs will be awarded for 2019-20."</p> <p>Furthermore, the parties agree that the eligibility and terms of appointment (including length of appointments, renewals, workload, compensation, benefits and eligibility for sabbaticals) for SRCs shall remain as outlined in the existing article 12.32 of the YUFA collective agreement, such that CUPE 3903 Unit 2 members in the Affirmative Action Pool having 15 or more years of experience in Unit 2 (may be non-consecutive and includes approved leaves) and who have taught at an intensity of an average of 2.5 courses or their equivalent over the last 5 years are eligible to apply for an SRC.</p>	Please see proposal 65 for employer's most up to date language on SRCs
74	U2 12.05.5	New	"Deemed qualified" language for high seniority members	<p>Union Counter presented February 28<sup>n</sup> 2018  <b>Add to 12.05.4:</b></p> <p>...</p> <p><u>(d) Where the academic qualification being relied on to establish equivalency is teaching experience at the post-secondary level, the teaching experience must include teaching experience in the course closely related courses, and/or closely related departments, fields or disciplines.</u></p> <p><b>Amend 11.01.3 by addition of following paragraph:</b></p> <p>...</p> <p>Applicants for a position who have been in the Affirmative Action pool for at least 5 years and who have teaching experience in the posted course or a closely related course, or a closely related academic</p>	No. Have already limited the academic decision making as is – nothing wrong with obligation to demonstrate qualifications for a position



				<p>department, field or discipline will be deemed to meet the posted required, preferred and desirable qualifications for positions in first, second and third year courses.</p> <p>Union's original language 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.</p>	
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Equity					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
76	U1 10.02.2 U2 10.04.5 U3 15.03	Delete and Replace	Paid Equity Training	<p>(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.</p> <p>(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.</p>	<p><b>Reject and Hold</b></p> <p>Employer counter proposal November 20th Unit 1</p> <p>10.02.2 iii) All mandatory workplace training identified by the Employer including any required AODA, OHSA, sexual violence or WHMIS and other statutory training applicable to the position shall be performed on paid time within the ten (10) hours specified in 10.02.1.</p>
77	U1 4.03.1 (v) U2 4.03.1 (w) U3 4.03.1 (v)	New	Sexual Violence Training	Provide mandatory paid anti-sexual 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	<p><b>Reject and Hold</b></p> <p><b>Presented verbally by employer on November 13th</b></p> <p>Considering paid training for CDs but not TAs</p>

<p>consultation with CUPE 3903.</p>	<p><b>Employer counter proposal November 20th</b>  <b>Unit 1 Letter of Understanding</b>          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 unit 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 Marker/Grader rate or Overtime rate if applicable under 10.02.</p> <p><b>Unit 2 Letter of Understanding</b>          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 unit 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 Marker/Grader rate.</p>

78	U1 15.01.2 U2 15.07.1 U3 11.08.3	New	Breastfeeding Facilities	<p><b>Union counter presented February 26, 2018</b> 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><u>The parties have agreed to an accommodation procedure around breastfeeding in June 2014, which is available on the Employer's and Union's website.</u></p> <p>The University will ensure that there is accessible and available space where persons may nurse and/or breastpump 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.</p>	<p><b>Employer Agrees to Union Counter – move to sign off as of April 15<sup>th</sup></b></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. <u>The parties have also agreed to an accommodation procedure for breastfeeding.</u></p> <p>The University will ensure that there is accessible and available space where persons may nurse and/or breastpump 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.</p>
79	U1 10.01.1	ADD NEW PARAGRAPH at end of article	Add equity group consideration to hiring process for 'tickets'	<p><b>Union will withdraw this proposal if the employer drops their proposal on tickets</b></p> <p>A minimum of 50% from one or more of the five employment equity groups will be appointed. Intersectional Employment Equity data for the bargaining unit will be used as a guide.</p>	<p><b>Reject this component, which is separate from the discussion on 5.03, and hold to original proposal specifically on tickets</b></p> <p><b>Employer add to counter on proposal 79 on January 8<sup>th</sup></b></p> <p>UNIT 1 Amend 10.01.1(vi)</p> <p>10.01.1(vi) Where a Program is filling a ticketed course directorship opportunities they will, where all other factors and qualifications are equal, provide preference to an applicant who is a member of an Employment Equity group.</p>
80	U1 10.01.1	New	Distribution of tickets	<p><b>Union will withdraw this proposal if the employer drops their proposal on tickets</b></p> <p>A minimum of 2 tickets shall be allocated per</p>	<p>Course Directors / Tickets</p> <p>10.01.1 The parties recognize that the employer wishes to provide teaching opportunities for full-time</p>

Faculty with employees represented by CUPE 3903 to ensure equitable distribution

graduate students. Such students will normally be employed in tutor 1, tutor 2, tutor 3, tutor 4, tutor 6, tutor 7, or writing instructor positions. However, during any twelve month period ending 31 August, the employer reserves the right to appoint such students to no more than fifty five course director positions (not including any course director positions to which full-time graduate students are appointed when there have been no suitably qualified candidates with applicable prior experience in Unit 2 for course director positions originally posted in Unit 2) and may increase this number from fifty five to sixty five course director positions where there are at least ten course director positions in the total number which have not been offered in the Unit 1 or Unit 2 bargaining unit in the previous three years. Further, the employer reserves the right to appoint such students to an as yet undetermined number of additional positions in the Faculty of Education which will be based on the number of "net new" course director positions in the faculty, subject to a process to be worked out between the parties via the Labour/Management Committee. In the event that Faculty of Education does not use all of their allotted positions, they will not be transferable to, nor can they be borrowed by, other Faculties.

**Union Failsafe Option**

**If this occurs by March 28, 2018**, it is agreed that the Union may otherwise ratify the Collective Agreement without acceptance of the change to 10.01.1 above and instead exercise an option to refer this issue 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

83	12.04.2 (ii)	New	<p><b>AMENDED NEW:</b> Equity protection</p>	<p><b>Union's response to Employer counter presented on November 27<sup>th</sup> - Union AGREED to employer counter proposal, pending 83a agreement</b></p> <p>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, using the process and definition of intersectionality established in 5.03.</p>	<p>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 10.01.1.</p> <p><b>Also:</b></p> <p>If the Union agrees to an increase in number of tickets as above then the Employer will accept the Union proposal 80, by which there would be a minimum of two tickets per Faculty</p> <p><b>Employer counter presented on November 27<sup>th</sup></b></p> <p>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.</p>
83A 35	12.21 (iii)	Amend - add new iii)	<p><b>NEW proposal Nov 13/17 to add equity protection</b></p>	<p><b>Union counter to address employer's concern presented on January 25th</b></p> <p>iii) Within the term of the Collective Agreement, hiring units will ensure that 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.</p>	No
88	U1 22.04 U3 14.04	New	<p>York to provide equity-group data</p>	<p>York will make every effort to encourage applications by, and admissions of, qualified</p>	<p>No. This is a request for academic / grad studies data and not employment data. Furthermore The</p>

91	U1 12.03.2	12.03.2 Ph D students who have disabilities and who have not completed their academic requirements shall gain an additional year of priority pool entitlement. (See also Article 15 10 ) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15 10.	<b>AMEND &amp; ADD:</b> Family- & marital status as reason for academic extension, clarity on priority pool funding, and MG.	on who is and is not accepted into graduate school	women, Aboriginal persons, racialized people ("visible minorities"), and persons with disabilities and LGBTQ-identified persons. To assess traditional imbalances in the recruitment of students from disadvantaged groups, York will track who applies, who is offered and who is accepted to graduate school, in terms of identification in one or more of the equity-seeking groups. This will be tracked both university wide and by each program	University has just entered into an agreement to work with others and requires an opportunity to develop, design and plan forward based on the new Universities Canada Seven Principles.  The University has committed to develop an equity, diversity and inclusion action plan in consultation with students, faculty, staff and administrators, and particularly with individuals from under-represented groups. This will also be best addressed as part of a campus-wide plan under the new Office.  <b>Reject and hold to our proposal on issue</b>  Employer counter proposal presented November 13 <sup>th</sup>  A PH.D student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation and who as a result have not completed their academic requirements, shall gain an additional 2 years of priority pool entitlement. Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15 10.
94	U1 4.01.1 U2 4.01.1 U3 4.01.1	Accommodation Procedure	The Employer shall follow its accommodation 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 procedure and best practices for accommodation.  The employer and the Union will establish regular, and no-less-than-quarterly, monthly meetings to review those accommodation requests and plans	The Employer shall follow its accommodation 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 procedure and best practices for accommodation.  The employer and the Union will establish regular, and no-less-than-quarterly, monthly meetings to review those accommodation requests and plans	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	Employer counter presented on January 21 <sup>st</sup> 2017  Add additional language to end of their original counter –  An accommodation process will be initiated within thirty (30) days following the provision of all 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 grounds.  <b>Counter proposal resented by Employer November 13th</b>  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

				where union representation has been sought: An accommodation process will be initiated completed 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.	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 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.
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Communications and Union Rights					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
97	U2	New	Retention of Library Services upon Retirement	The Employer agrees to maintain in perpetuity Library for members following retirement	

Professional Development					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
103	U2 15.21	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	Extending Professional Reimbursements	Effective September 1, 2017 the employer will allocate \$275,000 for the distribution of a Professional Expense Reimbursement which will be made available to Unit 2 employees on the following basis: \$375 for each type 1 or equivalent position (prorated for type 2 or "partial" appointments) to a maximum of \$1,150 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	<b>Reject and Hold</b>  Effective September 1, 2018 the employer will allocate \$275,000 for the distribution of a Professional Expense Reimbursement fund which will be made available to Unit 2 employees on the following basis: \$375 for each type 1 or equivalent position (prorated for type 2 or "partial" appointments) to a maximum of \$1,150 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.

104	U1 15.15	<p>subject to the approval of the Labour/Management Committee.</p> <p>The employer shall maintain a fund to defray research costs incurred by full time graduate students who hold or have held a position in the bargaining unit. In 2011- 2012 the amount allocated to the fund shall be \$90,000. Effective September 1, 2012, the amount allocated to the fund shall be \$100,000. Any unexpended monies shall be retained in the fund.</p> <p>The Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the Employer, and the Dean of the Labour/ Management Committee. All research costs grants shall be in varying amounts up to \$1,500 per academic year. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.</p>	Unit 1 Research Costs Fund	<p>Professional Expense Reimbursement will be subject to the approval of the Labour/Management Committee.</p> <p>The employer shall maintain a fund to defray research costs, including printing, incurred by full time graduate students who hold or have held a position in the bargaining unit. Effective September 1, 2018, the amount allocated to the fund shall be \$110,000 per contract year. Any unexpended monies shall be retained in the fund. All research costs grants shall be in varying amounts up to \$1,800 per academic year.</p> <p>The Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the Union, one full-time faculty member selected by the Employer and the Dean of Graduate Studies 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><b>Reject and Hold</b></p> <p><b>Employer counter presented February 20<sup>th</sup></b></p> <p>The employer shall maintain a fund to defray research costs incurred by full time graduate students who hold or have held a position in the bargaining unit. Effective September 1, 2018, the amount allocated to the fund shall be \$110,000 per contract year. Any unexpended monies shall be retained in the fund. All research costs grants shall be in varying amounts up to \$1,600 per academic year.</p> <p>The Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the Union, one full-time faculty member selected by the Employer and the Dean of Graduate Studies 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>Effective September 1, 2018 the employer agrees to contribute \$150,000 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. \$15,000 of this money shall be specifically earmarked for individual member activities while participating in the Career Advancement Program.</p> <p>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</p>
107	U1 15.16 U2 15.19 U3 19	<p>Effective September 1, 2011, the employer agrees to contribute \$125,000 to the Professional Development Fund.</p>	Amend and add Increase Professional Development Fund	<p>Effective September 1, 2018, the employer agrees to contribute \$137,000 per contract year to the Professional Development Fund.</p>	<p>Effective September 1, 2018, the employer agrees to contribute \$150,000 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. \$15,000 of this money shall be specifically earmarked for individual member activities while participating in the Career Advancement Program.</p> <p>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</p>



					subsequent contract period.
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Pedagogy					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
108	U1 16 U2 16	See current collective agreement	Class size - Amend and add  November 20 <sup>th</sup> Amended for clarity	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 market/grader rate for each additional student above and beyond the group sizes specified below: Clinical course size caps: 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) 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	No

Health and Safety					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
110	U1 15.02 U2 15.02 U3 11.03			<b>D 15.02.7 ADD NEW final paragraph:</b> The employer will ensure CUPE 3903 has representation on all committees or working groups that address health and safety, community safety, accessibility, sexual violence and any other committees about safety and/or human rights	

issues

**E 15.02.8 ADD NEW:**

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.

All 3903 members shall be immediately notified, via email and via LCD screens on all campuses, of but not limited to the following:

- (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.

Grievances resulting from a failure to adhere this article as a whole shall be filed at Step 4.

TAB 2

**TAB 2 A**

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- These proposals are provided without prejudice to the Employer's right to table additional, new and/or amended proposals in the course of collective bargaining negotiations and in response to Union proposals. They are also made without prejudice to any current or future grievance and the Employer's position on the interpretation of collective agreement language in any current or future grievance.
- The University is willing to retain the services of an experienced labour mediator to assist the parties in achieving a renewal agreement at any point upon the agreement of CUPE 3903-1.
- To guarantee there is no disruption to the students of York, the University is also willing to refer all outstanding matters preventing the renewal of the Collective Agreement to interest arbitration at any point upon the agreement of CUPE 3903-1.
- The University proposes a three (3) year renewal agreement and amendment of the cover page and duration provision to reflect the same.
- The University proposes a reasonable pay increase in keeping with sectoral provincial increases and norms.

**PROPOSAL #1 Article 10**

**a) ARTICLE 10.01**

**Amend the first paragraph of Article 10.01.1 as follows:**

10.01.1 The parties recognize that the employer wishes to provide teaching opportunities for full-time graduate students. Such students will normally be employed in tutor 1, tutor 2, tutor 3, tutor 4, tutor 6, tutor 7, or writing instructor positions. However, the employer reserves the right to appoint such students to no more than ~~eighty~~~~thirty~~~~five~~ course director positions (not including any course director positions to which full-time graduate students are appointed when there have been no suitably qualified candidates with applicable prior experience in Unit 2 for course director positions originally posted in Unit 2) during any twelve-month period ending 31 August. ~~The employer further reserves the right to appoint such students to up to an additional five positions in the Faculty of Environmental Studies.~~ Further, the employer reserves the right to appoint such students to an as yet undetermined number of additional positions in the Faculty of Education which will be based on the number of "net new" course director positions in the faculty, subject to a process to be worked out between the parties via the Labour/Management Committee. In the event that ~~either the Faculty of Environmental Studies or the~~ Faculty of Education does not use all of their allotted positions, they will not be transferable to, nor can they be borrowed by, other Faculties.

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Remainder of Article 10.01.1 stays as is.

**b) 10.05 TECHNOLOGY AND INSTRUCTION**

**Amend the existing Article 10.05 as follows:** ~~10.05.1i) — No member shall be required, as part of the duties of a position, to conduct communication with students and/or colleagues in a course through email unless specifically required for the proper instruction of the subject matter of the course.~~

~~10.05.1ii) — Where email communication is not required for the proper instruction of the course, and the employee agrees to conduct email communication, the employee shall determine to what extent email responses are to be provided and shall provide an email contact address.~~

~~10.05.2i) — Where communication and the dissemination of information are deemed indispensable to the normal functioning of the faculty councils or departments/divisions (e.g., the scheduling of Senate, Council, departmental and/or course meetings), hard copy versions of this information shall be posted and readily accessible to all CUPE members of the appropriate body.~~

**10.05.2#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#)** Where on-line applications are required for internal bursaries, scholarships or awards administered by the Faculty of Graduate Studies, hard copy versions of these application forms will be made available to the union at their request on behalf of specific CUPE 3903 employees for whom on-line access is not reasonably available. No Unit 1 employee's application will be rendered ineligible owing to difficulties with internal electronic applications.

~~10.05.3 — Unless specifically required for the proper instruction of a course (e.g., in a computer skills or Internet course), course directors and tutorial leaders shall have the right to refuse technology in their courses.~~

Remainder of 10.05 stays as is, renumbered to reflect removal of 10.05.3.

**PROPOSAL #2 Article 13.07 – Student Evaluations**

**Amend 13.07.1 as follows:**

~~13.07.1 The results of any student evaluations conducted by the employer and over which the employer retains sole jurisdiction, shall not be made available to third parties except in~~

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~~the performance of their duties and in accordance with the terms of this collective agreement. The results of the University's common set of course evaluation questions may be made available to students but shall not otherwise be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement.~~ Per Article 12.24 such evaluations, or a summary of, may also be placed in an employee's Professional Performance and Service File with the employee's written agreement.

**PROPOSAL # 3      APPENDIX "B" TA OFFER OF APPOINTMENT**

Amend ~~the following paragraph of~~ existing Appendix "B" as follows:

If you accept this offer of appointment, please complete, sign, and return the attached copy of this form to me within five days.

**PROPOSAL # 4      FUNDING FOR TEACHING ASSISTANTS**

*The proposal below is drafted based upon 2016/2017 rates for the purposes of presentation but would be amended to reflect negotiated increases. Drafting would also need to reflect Course Directors rights under 10.03(b).*

1.      **Replace existing Article 10.03.1 with new Article 10.03.1 below.**

**10.03.1 REMUNERATION FOR TEACHING ASSISTANTS**

Remuneration for a full teaching assistantship in each 12 month period consists of two tutor 1 assignments or their equivalent, paid at the rates set out in Article 10.04.1.

2.      **Replace existing Article 10.12 (Graduate Financial Assistance), Letter of Intent 6 (Tuition Offset), and Letter of Agreement: Additional Funding for Priority Pool Members with a new Article 11 as follows.**

**11.      FUNDING FOR TEACHING ASSISTANTS**

In recognition that teaching assistants are full-time graduate students, the following funding is provided to support their studies. Effective September 1, 2018, individuals holding a full teaching assistantship which is either their first as a doctoral student or is a second or subsequent teaching assistantship as part of their Priority Pool entitlement, will receive Additional Teaching Assistant Funding, contributing to their total minimum

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funding commitment from the University to support their full-time graduate studies. The make-up and value of the Additional Teaching Assistant Funding will vary depending on the individual's number of years in the Priority Pool and/or eligibility to continue in the Priority Pool and whether or not they pay international tuition fees. The components of Additional Teaching Assistant Funding are as follows:

- (1) Teaching Assistant Financial Support directly deposited to student accounts ("Direct-Deposit TA Financial Support")

This support is deposited to teaching assistants' student accounts in equal amounts in each term over the 12 month period September 1st to August 31st in which they are registered as full time students. Direct-deposit TA Financial Support is also indexed for increases in tuition fees and/or administrative or ancillary fees over the Board of Governors approved rates for domestic and visa students as of September 1, 2012 as follows:

In the event that graduate tuition fees (except MBA, IMBA, MPA, part-time LLM students, MHRM and MDes and other professional programs as may be approved) and/or ancillary fees (collectively "fees") are increased above the Board of Governors approved rates for domestic and visa students as of September 1, 2012, direct-deposit TA Financial Support will be augmented above the base rate in an amount that equals the fee increase for any employees in the bargaining unit who are registered full time and pay the higher fees.

A schedule of the base direct-deposit Teaching Assistant Financial Support for domestic and visa graduate student employees is set out below:

*Schedule of Base Direct-Deposit TA Financial Support*

- A. Visa graduate student employees who pay international fees
- (i) Up to end of first year in the Priority Pool  
(typically first 2 years of doctoral program): \$6,960 (\$2,320 per term)
  - (ii) Second and subsequent years in Priority Pool: \$7,590 (\$2,530 per term)
- B. Graduate student employees who pay domestic fees
- (i) Up to end of first year in the Priority Pool  
(typically first 2 years of doctoral program): \$5,652 (\$1,884 per term)



- (ii) Second and subsequent years in Priority Pool: \$6,147 (\$2,049 per term)

Note: Direct-deposit TA Financial Support will be adjusted for less than a full TAship. The full amount of direct-deposit TA Financial Support consists of a "fixed amount" of \$3705 for all TAs and a second amount making up the balance of the TA Financial Assistance, the amount varying according to the Schedule above. The "fixed amount" of \$3705 is prorated for less than a full TAship whereas the balance is not. For example, the fixed amount for a half TAship is \$1852.50. Direct-deposit TA Financial Support for a half TAship up to the end of the first year in the Priority Pool (domestic) is \$3799.50.

**(2) Guaranteed Minimum Additional Funding for Doctoral Student Employees with at least One More Year of Priority Pool Eligibility Remaining (typically first 5 years of doctoral program)**

Doctoral student employees who are eligible for at least one additional year in the Priority Pool beyond the current year are guaranteed to receive funding in an amount of \$5,384 in addition to the funding they otherwise receive through the Priority Pool entitlement (i.e., teaching assistant wages and direct-deposit Teaching Assistant Financial Support) over a 12 month period.

Such funding may be in the form of scholarships (excluding York Entrance Scholarships), fellowships, or assistantships that do not require work and are paid as other than employment income. It is recognized that many employees currently receive additional funding opportunities and the amount set out here is a minimum guaranteed level of support. The Guaranteed Minimum Additional Funding will not apply to any employees whose funding provides them with a level of support greater than their Priority Pool entitlement coupled with Guaranteed Minimum Additional Funding (i.e., their Priority Pool entitlement plus \$5,384).

**Schedule of Base Total Minimum Funding Support for Doctoral Student Employees Holding a Full Teaching Assistantship**

Total minimum funding support for doctoral student teaching assistants based on the various combinations of teaching assistant wages, direct-deposit TA Financial Support and Guaranteed Additional Funding is set out in the schedule below:

A. *Visa doctoral student employees who pay international fees*

- (i) Up to end of first year in the Priority Pool  
(typically first 2 years of doctoral program):

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Teaching Assistant Wages (2*Tutor 1 Rate)	\$11,218
Base Direct-Deposit TA Funding Support	\$6,960 (\$2,320 per term)
Guaranteed Additional Funding Support	\$5,384
Total Base Minimum Funding Support (Shown without adjustment for Tuition Fee Indexing)	\$23,562

(ii) Second and subsequent years in Priority Pool  
with at least one more year of Priority Pool eligibility remaining:

Teaching Assistant Wages	\$11,218
Base Direct-Deposit TA Funding Support	\$7,590 (\$2,530 per term)
Guaranteed Additional Funding Support	\$5,384
Total Base Minimum Funding Support (Shown without adjustment for Tuition Fee Indexing)	\$24,192

(iii) Final year in Priority Pool (with no remaining  
years of Priority Pool eligibility):

Teaching Assistant Wages	\$11,218
Base Direct-Deposit TA Financial Support	\$7,590 (\$2,530 per term)
Total Base Minimum Funding Support (Shown without adjustment for Tuition Fee Indexing)	\$18,808

*B. Doctoral student employees who pay domestic fees*

(iv) Up to end of first year in the Priority Pool  
(typically first 2 years of doctoral program):

Teaching Assistant Wages	\$11,218
Base Direct-Deposit TA Financial Support	\$5,652 (\$1,884 per term)
Guaranteed Additional Funding Support	\$5,384
Total Base Minimum Funding Support	\$22,254

(v) Second and subsequent years in Priority Pool  
with at least one more year of Priority Pool eligibility remaining:

Teaching Assistant Wages	\$11,218
Base Direct-Deposit TA Financial Support	\$6,147 (\$2,049 per term)
Guaranteed Additional Funding Support	\$5,384
Total Base Minimum Funding Support	\$22,749

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(vi) Final year in Priority Pool (with no remaining years of Priority Pool eligibility):

Teaching Assistant Wages	\$11,218
Base Direct-Deposit TA Financial Support	\$6,147 (\$2,049 per term)
Total Base Minimum Funding Support	\$17,365

**TAB 2 B**

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- These proposals are provided without prejudice to the Employer's right to table additional, new and/or amended proposals in the course of collective bargaining negotiations and in response to Union proposals. They are also made without prejudice to any current or future grievance and the Employer's position on the interpretation of collective agreement language in any current or future grievance.
- The University is willing to retain the services of an experienced labour mediator to assist the parties in achieving a renewal agreement at any point upon the agreement of CUPE 3903-2.
- To guarantee there is no disruption to the students of York, the University is also willing to refer all outstanding matters preventing the renewal of the Collective Agreement to interest arbitration at any point upon the agreement of CUPE 3903-2.
- The University proposes a three (3) year renewal agreement and amendment of the cover page and duration provision to reflect the same.
- The University proposes a reasonable pay increase in keeping with sectoral provincial increases and norms.

**PROPOSAL #1      ARTICLE 10.05 – TECHNOLOGY AND INSTRUCTION**

**Amend Article 10.05 as follows:**

~~10.05.1i) — No member shall be required, as part of the duties of a position, to conduct communication with students and/or colleagues in a course through email unless specifically required for the proper instruction of the subject matter of the course.~~

~~10.05.1ii) — Where email communication is not required for the proper instruction of the course, and the employee agrees to conduct email communication, the employee shall determine to what extent email responses are to be provided and shall provide an email contact address.~~

~~10.05.2i) — Where communication and the dissemination of information are deemed indispensable to the normal functioning of the faculty councils or departments/divisions (e.g., the scheduling of Senate, Council, departmental and/or course meetings), hard copy versions of this information shall be posted and readily accessible to all CUPE members of the appropriate body.~~

**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.**

~~10.05.3 — Unless specifically required for the proper instruction of a course~~

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~~(e.g., in a computer skills or Internet course), course directors and tutorial leaders shall have the right to refuse technology in their courses.~~

- 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.

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**PROPOSAL #2 Article 12.14 – ACCEPTANCE OF OFFERS**

**Amend 12.14.1 and 12.14.2 as follows:**

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 five days. If a grievance is filed, it will be referred directly to Step Three.

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

**PROPOSAL # 3 ARTICLE 13.07 – STUDENT EVALUATIONS**

**Amend 13.07.1 as follows:**

~~13.07.1 The results of any student evaluations conducted by the employer and over which the employer retains sole jurisdiction, shall not be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement. The results of the University's common set of course evaluation questions may be made available to students but shall not otherwise be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement.~~ Per Article 12.24

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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.

**PROPOSAL #4      ARTICLE 23.04 – FUNDING**

Replace existing 23.04 (ii) with a new 23.04(ii) and amend 23.04(iv) as follows (and subject to YUFA consent):

23.04 FUNDING

- (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 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.~~
- (ii) For each of the 2017-2018 year, the 2018-2019 year and the 2019-2020 year, the Office of the Vice-President Academic and Provost shall make at least five recommendations in 2017-2018, five recommendations in 2018-2019 and five recommendations in 2019-2020 of Affirmative Action Pool members. Of these fifteen recommendations, a minimum of three will be for full-time faculty positions to the tenure stream and the remainder will be for full-time faculty positions in a contractually limited appointment (CLA) of three years in length. Recommendations for tenure stream appointments may be to the professorial stream or the alternate stream. Of the recommendations for CLAs, over the three (3) academic years a minimum of 3 will be to the professorial stream and the remainder will be to the alternate stream, the normal annual teaching load for which will be up to 4 full course equivalents (FCEs). A minimum of 1/3 of recommendations for appointments to the tenure stream and 1/3 of recommendations for a CLA will be from among candidates who self-identify as a member of one or more of the designated employment equity groups.



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- (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 ~~January 15~~ May 1<sup>st</sup> for appointments commencing the following July 1.
- (v) If an applicant is not recommended by the School or Department for a tenure stream position or a CLA, an explanation will be provided to the applicant on request.