

TAB 5



ONTARIO LABOUR RELATIONS BOARD

Labour Relations Act, 1995

OLRB Case No: **3488-17-R**
Last Offer

York University, Applicant v Canadian Union of Public Employees, Local 3903, Responding Party

VOTE OFFICER'S REPORT

Vote Information:

Number of Persons on Voters List	2009
Number of Persons who Voted	1502
Number of Ballots in Ballot Box	1489
Number of Segregated Ballots	13

BALLOT BOX SEALED (Y/N): NO

Cumulative Total:

In favour of the Employer's Final Offer	<u>210</u>
Against the Employer's Final Offer	<u>1279</u>
Spolled	0
Remaining in Dispute	13
Total Ballots Cast	1502

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MUST NOT BE REMOVED, DEFACED OR DESTROYED

THE EMPLOYER MUST RETURN A CONFIRMATION OF POSTING
TO THE REGISTRAR



ONTARIO LABOUR RELATIONS BOARD

(2)

Labour Relations Act, 1995

OLRB Case No: **3492-17-R**
Last Offer

York University, Applicant v Canadian Union of Public Employees, Local 3903, Responding Party

VOTE OFFICER'S REPORT

Vote Information:

Number of Persons on Voters List	1127
Number of Persons who Voted	772
Number of Ballots in Ballot Box	761
Number of Segregated Ballots on Voters List	11

BALLOT BOX SEALED (Y/N): NO

Cumulative Total:

In favour of the Employer's Final Offer	<u>108</u>
Against the Employer's Final Offer	<u>653</u>
Spoiled	0
Remaining in Dispute	11
Total Ballots Cast	772

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ONTARIO LABOUR RELATIONS BOARD

3

Labour Relations Act, 1995

OLRB Case No: **3493-17-R**
Last Offer

York University, Applicant v Canadian Union of Public Employees, Local 3903, Responding Party

VOTE OFFICER'S REPORT

Vote Information:

Number of Persons on Voters List	68
Number of Persons who Voted	46
Number of Ballots in Ballot Box	44
Number of Segregated Ballots	2

BALLOT BOX SEALED (Y/N): NO

Cumulative Total:

In favour of the Employer's Final Offer	1
Against the Employer's Final Offer	43
Spoiled	0
Remaining in Dispute	2
Total Ballots Cast	46

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TAB 6

Summary of CUPE 3903 Bargaining Proposals and Employer Responses

Proposal Number/Issue	CUPE 3903 Proposals	Employer Proposal and/or Response
1 a) Wages	3.5% increase each year	2.1%, 2.2% and 2.3%
1 b) Vacation Pay	6% for those with 5 or more years of experience	Yes. Ready to Sign off.
2) Penalty late pay	Penalty of 5% of member's salary	No
3) Campus Childcare Facilities	\$70,000/year for Student Centre Day Care; \$50,000/year for subsidies for 3903 members at Student Centre Day Care and Co-op Day Care	\$40,000/year for Student Centre Childcare; \$50,000/year for subsidies for 3903 members at Student Centre Day Care and Co-op Day Care
4) Childcare at Markham and Glendon	Letter of intent on need and feasibility of daycare at Glendon and Markham campuses	No
5) Childcare Fund	A Childcare Fund in the amount of \$260,000 will be made available each year.	\$260,000 starting September 2018
6) Extended Health Benefits (EHB)	Increase Employer funding of EHB to \$250,000 per year.	\$220,000
7) Dental benefits	Increase limit to \$3000 per year including dental implants in \$3000 per year	Increase limit to \$3000 per year and include \$1,000 for dental implants, effective 2019
8) Vision	Increase limit to \$1000 every two years for each employee	No
9) Paramedical	Up to a maximum of \$6000	No
11) Continuing benefit coverage for all members	Drug, dental and vision care extended for 8 months after contract	No
12) Post-Retirement Benefits	Retirees shall retain drug, dental, vision care, and other negotiated benefits up to \$2100 per person	1600 per person
13) EFAP	Access for members/dependents	Yes. Signed off
16) Increase LTD payment	Members receive 80% or \$4000 of wage whatever is more at time of disability/leave.	No
17) Paid Maternity Leave	Extend to a year	No
18) Sexual Violence and/or Gender-Based Violence Leave	Six weeks, full confidentiality and connection to LTD	Yes. Signed off
20) Increasing mileage rate; parking costs	Increase mileage rate and cover parking costs above the rate over \$10/day	Cover parking for work up to parking rate of York Lanes
21) Provide notice for practicum placements	2 weeks in advance notice of placement	Yes. Signed off.
23) Increase Ways and Means	\$85,000 per contract year	Yes. Signed off
24) Sexual Violence Survivor Fund	\$50,000 per year	No
26) Increase to Trans Fund	Increase to \$40,000 per year	Yes. Signed off
27) Racial Discrimination Fund	\$30,000 per year	No
29) Limit orientation hours in School of Nursing	Limit orientation hours in School of Nursing	Yes. Signed off.
35) minimum guarantee of \$15,000 per year for U3 members	minimum guarantee of \$10,000 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.	No
41) Summer TAships	Application process	Yes. Signed off
42) GA summer assistance	Increase Summer assistance amounts, to help offset for York's tuition increase	No

45) international fees	Bargaining unit members enrolled as international students shall pay the domestic tuition rate	No
47) Include Fellowship in Collective Agreement	Protect minimum guarantee from claw-backs Protect scholarships and additional income from claw-backs Strengthen priority pool language for incoming PhDs Letter of intent on the fellowship including amounts Reestablish summer funding Establish late penalties and deadlines	Minimal protection against claw-backs No letter of intent on fellowship No deadlines or late penalties Strengthens priority pool language
48) Protect GA positions/unit 3 jobs under the fellowship model	Percentage of research positions must be given as GAships before other research positions, benefit charge 31% and list of RA positions each year	Graduate Assistance research fund of \$80,000 to incentivize hiring of GAs by principle researchers
49) U1 Seniority	Notify unit 1 members	Yes. Signed off
50) Ensure authorized replacements are available	Including authorized replacements in nursing	Letter of understanding on nursing to address nursing specific grievances
51) Employer's responsibility to maintain an online postings and NRA database	The Employer shall maintain an online database of all postings and Notices of Recommended Appointments issued. Changes to the operation of the database shall require the agreement of the LMC.	Yes. Signed off
53) Incumbency	Increase incumbency to 60 months. 66 months for AA Pool	No
56) Exec and BT service	Change to 1 Type 1 applicable prior experience credits.	Yes. Signed off
58) access to work histories	Online system for members to access their work histories	Yes. Signed off on January 11. Employer to develop system during life of Collective Agreement
60) Nursing specific	Qualifications language will not exceed those established by College of Nurses	No: "qualifications... will be reasonably connected to the duties of the position"
62) Long- Service Override/CSSP	Long-Service Override to apply to positions offered under Continuing Sessional Standing Program	No. "This runs contrary to the design of the CSSP"
63) CSSP Guarantee	All members in CSSP to be offered 1 Type 1 courses or equivalent per year; or compensated at same level of pay/APE	No. Members in CSSP shall maintain status for 5 years. Members can retain status based on 5 year course load average (minimum 2 Type 1)
65) Conversions	15 per year or 15% of Tenure Track hires, whichever is greater. Clarify process.	2 Conversion per year
69) Promote "internal" U2 candidates for CLAs	30% of all CLAs to U2 members; If a hiring unit appoints more than one CLA in a given year, at least 50% shall be U2 members.	No
70) Long Service Teaching Appointments	10 per year; 5 years, renewable; 3.5 full course equivalents per year; process improved	7 per year; 3 or 5 years at discretion of hiring unit; 3 full course equivalents per year
71) LSTAs have access to resources and services over the summer	Ensure that members with LSTAs have access to all resources and services in summer that they hold in fall/winter	Yes. Signed off.
72) SRCs	Bring back the Special Renewable Contract program; 10 per year allocated on basis of years of service; 5 year term, renewable for another 5 years and then 3 years	A highly modified "SRC" program (higher workload, lower pay); 5 per year allocated through application process; 5 year term, potentially renewable through onerous process for another 5 years
74) "Deemed qualified" language	Applicants in Conversion Pool for at least 5 years and having teaching experience in posted course, closely related course, or closely related academic department, field or discipline, shall be deemed to meet the posted qualifications for positions in 1 st , 2 nd and 3 rd year courses.	No
76) Paid Equity Training	Mandatory paid training on AODA, anti-oppression	No, include in 270 work hours for unit 1
77) Sexual Violence Training	Mandatory paid training	No, optional pilot project through York

78) Breastfeeding Facilities	Accessible rooms throughout campus and maintaining the cleanliness and safety of these facilities at all times.	Family status accommodation through centre for human rights
79) equity hiring 'tickets'	50% from one or more of five equity seeking groups	No
80) Distribution of tickets	A minimum of 2 tickets shall be allocated per Faculty with employees represented by CUPE 3903 to ensure equitable distribution	Only if union agrees to increase to 60
82) Equity Protection	Establish equity hiring when candidates have same level of qualifications/experience	Yes. Signed off
83) Equity protection	Equity hiring consideration for new positions	No
83A) Equity protection	Equity hiring consideration for new course design	No
84) Employment Equity Report	EER to be made public and track process of York in meeting equity thresholds	No. Employment Equity report posted online
85) Create an of Office of Equity, Diversity, Inclusion, and Intersectionality	Council on Equity, Diversity and inclusion to work with VP position	No. VP level position will be created
87) ASL	Complement existing ASL interpretation services with Video Remote Interpretative (VRI).	Yes. Signed off.
88) Equity grad school acceptance	York to provide equity-group data on who is and is not accepted into graduate school	No. Not an employment issue
90) Defining Under-representation	Definition of under-representation using availability data from GTA. Creates thresholds for intersectional equity data	Yes. Signed off.
91) extension in the priority pool	2 years on all code based grounds	1 year on all code based grounds
92) academic extension	2 years on all code based grounds	Yes. Signed off
93) academic extension U3	2 years on all code based grounds	Yes. Signed off
94) Accommodation Procedure	Accommodation procedure on all code based grounds with union representation and consultation and completion timeline 30 days	Accommodations process started in 30 days
96) Union membership information	Part offer of admission, Employer will be responsible for providing, in consultation with the union, info on Union	Yes. Signed off
97) Retention of Library Services upon Retirement	The Employer agrees to maintain in perpetuity Library services for members following retirement	No
98) Retention of Email and Library Services	Maintain library and email accounts for members 1 year after their last contract.	Yes. Signed off
100) Union office space	Ability to book meeting rooms, shared office space at Glendon	Yes. Signed off
102) Research Leaves	Include equity provisions.	Include equity provisions.
103) Professional Expense Reimbursement	Increase total amount to \$275,000; increase course amount from \$350 to \$375; increase annual maximum from \$1050 to \$1150.	As of Sept 1, 2018, increase total amount to \$275,000; increase course amount from \$350 to \$375; increase annual maximum from \$1050 to \$1150
104) Unit 1 Research Costs Fund	Agreed on 110,000 increase. Increase personal cap to \$1,800 per person and include printing.	Increase to \$110,000 and increase individual cap to \$1,600.
106) Tuition Cost Fund	\$12,500 from PDF per contract year	Yes. Signed off
107) Professional Development Fund	Agreed on increase to \$137,500 per contract year with no additional funds for career advancement program	Increase to \$150,000 with \$15,000 restricted to New "Career Advancement Program" aimed at U2
108) Class size	Enrolment for Unit 2 CDs cannot exceed beyond on block of 5 students and nursing specific class sizes	No
110) Health and	45 additional tutor 1 hours for JOHSC	Yes. Signed off on 45 hours

Safety	16 hours in CUPE health/safety course Representation on all health/safety committees Notifications about workplace hazards including threats, emergency responses, evacuation services	Yes. Signed off 16 hours in CUPE course No to representation No to notification system
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TAB 7

CUPE 3903 Bargaining Proposal Package as of April 16th

Wages and Benefits				
#	Article Number	Prior Collective Agreement Language	Proposed Change	Employer Counter Proposal
T	U1 10.04.1 U2 10.04 U3 10.02	New	Wages	<p>Reject and hold to original proposal</p> <ul style="list-style-type: none"> 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. 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. 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.
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>3.5 increase in each year of collective agreement</p>	<p>Union Accepts employer's language – move to sign off</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 request 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	No

3	<p>U2 10.04.7 U3 10.05 (new para)</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>for late pay cheques</p> <p>Campus Childcare Facilities</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>Accept Employer's proposed amount for subsidies but increase operating cost for Student Centre to \$70,000.</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 15.12.2 The employer agrees to contribute annually to operating costs of the Student Centre Childcare facility. In each year of the collective agreement, the amount allocated shall be \$40,000. By September 30 of each academic year the employer will allocate \$50,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. For 2014-15 only, this subsidy amount shall be \$50,000, instead of \$40,000. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee</p> <p>15 13.3 - By September 30 of each academic year the Employer will allocate \$50,000 to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate For 2014-15 only, this subsidy amount shall be \$50,000, instead of \$40,000 An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee</p>	<p>Reject and Hold</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>
4	<p>Letter of Intent All Units</p>	<p>Campus Childcare Centres at Markham and Glendon Campuses</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>No</p>	<p>Reject and Hold</p>
5	<p>U1 15.13.4</p>	<p>Increase to the</p>	<p>Effective September 1, 2017, the \$200,000 allocated</p>	<p>Effective September 1, 2017, the \$200,000 allocated</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 20th - 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.	Reject and Hold Employer counter presented February 20th 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	Reject and Hold 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	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." 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 kilometrage policy is in effect, whichever is the greater.	Increasing mileage rate and 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.	Reject and Hold The kilometrage 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.	NEW: 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.

27	U1 15.30 U2 15.31 U3 27	New	Racial Discrimination Fund	Effective September 1 st 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.	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. 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.
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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 28th – Must include specific amount for trigger of claw back of scholarships, deadlines and penalties for late GIA/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	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	New	To ensure the protection of GA positions/unit 3 jobs under the fellowship model	<p><i>New – To incentivize research and high-quality training opportunities to graduate students under the fellowship model.</i></p> <p>48.1 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>48.2 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>48.3 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>48.4</p>	<p>Add to Unit 3 Letter of Intent HQT</p> <p>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>

The employer shall guarantee that the standard benefit rate for Unit 3 GA's shall not exceed 31% in any faculty or department.

48.5

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

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 1st of each collective agreement year and it shall include the following information:

- a. the graduate student's full name,
- b. the graduate student's available contact information, including but not limited to any email addresses, phone numbers, and mailing addresses,
- c. the department(s) with respect to which the research or academic activities are to be performed,
- d. The program with respect to which the research or academic activities are to be performed,
- e. the names of any persons (including faculty members) or organization(s) involved in directing the research or academic activities to be performed,
- f. the graduate student's program and degree requirements, and,

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.

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.

					9 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 preceptor courses when colleagues are unavailable.	Reject and hold to original proposal Employer counter presented January 15 th 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.	Employer presented counter on February 8th 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.	<p>Employer Response December 4th</p> <p>No. This runs contrary to the design of the CSSP</p>
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 Guaranteee	<p>Amend paragraph: <u>Continuing Sessional Standing Program Guaranteee</u></p> <p>Employees with <u>Continuing Sessional Standing</u> shall be offered teaching appointments in the amount of 1 Type 1 or equivalent positions in each contract year in which an employee has <u>Continuing Sessional Standing</u>.</p> <p>Members with historic teaching profiles in more than one hiring unit may be offered positions by any of these hiring units.</p> <p>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</p>	<p>Reject and hold</p> <p>CSSP 12.01</p> <p>Revise section <i>Cessation of Continuing Sessional Standing</i>.</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 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>

	<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>Amend paragraph: 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 1 Type 1 or equivalent positions over the three contract year period just completed.</p> <p>In the event that the employee's average annual teaching intensity, excluding any compensation received as CSS quarantine, 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.</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 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 professorial or alternate tenure stream. A minimum of 1/3 of recommendations for appointments will be from among candidates who self-identify as a member of one or more of the designated employment equity groups.</p> <p>(iii) During this period, should any member of the Affirmative Action Pool be appointed to a tenure-stream position as a result of a normal search process, the hiring unit receiving the appointment will be entitled to receive incentive funding under Article 23.04(f).</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>	<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 31st of January, or to a Dean/Principal by the 28th 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. (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>Conversions</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 professorial or alternate tenure stream. A minimum of 1/3 of recommendations for appointments will be from among candidates who self-identify as a member of one or more of the designated employment equity groups.</p> <p>(iii) During this period, should any member of the Affirmative Action Pool be appointed to a tenure-stream position as a result of a normal search process, the hiring unit receiving the appointment will be entitled to receive incentive funding under Article 23.04(f).</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.</p> <p>or</p> <p>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>NEW SRC PROGRAM</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>	<p>an explanation will be provided to the applicant on request.</p> <p>NEW SRC PROGRAM</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>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>23.2.6 RENEWAL</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>Letter on Career Advancement Program</p> <p>The University Academic Plan 2015-2020 notes that key enablers in meeting the University's paramount goal of academic excellence are increasing the full-time faculty complement and improving student / faculty ratios.</p> <p>In support of these efforts the University will, for the period from September 2018 to August 31, 2020, establish and offer a voluntary Career Advancement Program for interested Unit 2 members through the 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>	<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 Professional and Alternate Stream will consist of the following steps:</p> <ol style="list-style-type: none"> 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). <p>Short-listed candidates will be asked a standard set of questions.</p> <p>5) All records related to the interview process shall be available to both the Dean and the Union in the case of an appeal.</p> <p>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>
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<ul style="list-style-type: none"> teaching and learning the scholarship of teaching and learning. integration of research into the curriculum and class room experience. <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 professorial 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 <i>prima facie</i> qualifications.]</p> <p>Union Failsafe Option</p> <p>If this is accepted by <u>March 28, 2018</u>, 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>				
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69	U2 23.08.1	New	<p>Promote "internal" U2 candidates for CLA Appointments</p> <p>Proposal Amended Nov 13/17 - equity language – 1/3 to 50%</p>	<p>The Office of the Vice President Academic and Provost shall ensure that at least 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 for 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		<p>Long Service Teaching Appointments (LSTAs)</p> <p>24.02.1 LSTAs will be awarded for a three year period and will consist of contract assignments comprising 3 full course equivalents in each of the three years of the term. Effective September 1, 2015, LSTAs will consist of contract assignments comprising a minimum of 3 full course equivalents and, subject to availability, up to 3.5 full course equivalents in each of the three years of the term, subject to the condition that the employee has incumbency in the additional 0.5 full course equivalent assignment or is qualified for and has taught the additional 0.5 FCE assignment 2 of the last 4 times it was offered. Effective September 1, 2014 compensation for these 3 or 3.5 full course equivalents will be the current applicable rate for the position plus an amount equivalent in value to 1/8th the rate of a type 1 position per full course equivalent.</p> <p>24.02.4 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 1/8th 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 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 15th</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 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 applicant's 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 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, 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 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 LGTBQ).</p> <p>...</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). 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)	<p>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."</p>	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 28th 2018</p> <p>Add to 12.05.4:</p> <p>... (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.</p> <p>Amend 11.01.3 by addition of following paragraph:</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>	<p>No. Have already limited the academic decision making as is – nothing wrong with obligation to demonstrate qualifications for a position</p>

				<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
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>
77	U1 4.03.1 (vi) U2 4.03.1 (vi) U3 4.03.1 (vi)	New	Sexual Violence Training	<p>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>
				<p>Employer Counter Proposal</p> <p>Reject and Hold</p> <p>Unit 1 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>
				<p>Reject and Hold</p> <p>Presented verbally by employer on November 13th Considering paid training for CDs but not TAs</p>

consultation with CUPE 3903

**Employer counter proposal November 20th
Unit 1 Letter of Understanding**

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

Enhanced training on sexual violence will be made available to employees through an application process in a pilot project that will run from September 1, 2018 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).

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 Overwork rate if applicable under 10.02.

Unit 2 Letter of Understanding

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

Enhanced training on sexual violence will be made available to employees through an application process in a pilot project that will run from September 1, 2018 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).

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

78	U1 15.01.2 U2 15.07.1 U3 11.08.3	New	Breastfeeding Facilities	<p>Union counter presented February 28, 2018 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>Employer Agrees to Union Counter – move to sign off as of April 15th</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>Union will withdraw this proposal if the employer drops their proposal on tickets</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>Reject this component, which is separate from the discussion on 5.03, and hold to original proposal specifically on tickets</p> <p>Employer add to counter on proposal 79 on January 8th</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>Union will withdraw this proposal if the employer drops their proposal on tickets</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, 2016, 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

<p>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 10.01.1.</p> <p>Also:</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>12.04.2 (ii)</p>	<p>83</p>
<p>Employer counter presented on November 27th</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>	<p>Union's response to Employer counter presented on November 27th - Union AGREED to employer counter proposal, pending 83a agreement</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 underrepresented in the hiring unit for bargaining unit work, using the process and definition of intersectionality established in 5.03.</p>	<p>AMENDED NEW: Equity protection</p>	<p>New</p>		
<p>No</p>	<p>Union counter to address employer's concern presented on January 25th</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>	<p>NEW proposal Nov 13/17 to add equity protection</p>	<p>Amend – add new iii)</p>	<p>12.21 (iii)</p>	<p>83A 35</p>
<p>No. This is a request for academic / grad studies data and not employment data. Furthermore The</p>	<p>York will make every effort to encourage applications by, and admissions of, qualified</p>	<p>York to provide equity-group data</p>	<p>New</p>	<p>UT 22.04 U3 14.04</p>	<p>88</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.	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. Reject and hold to our proposal on issue Employer counter proposal presented November 13 th 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 year 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	Employer counter proposal presented on January 21 st 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. Counter proposal resented by Employer November 13th 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 "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	Reject and Hold 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 \$80,000. 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>Reject and Hold</p> <p>Employer counter presented February 20th</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>
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</p> <p>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 th 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 marker/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			D 15.02.7 ADD NEW final paragraph: 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	

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

TAB 8

PROPOSAL # AND UNIT #	SUBJECT	C/A ARTICLE	DATE S/O
51 Unit 1	Online postings	22.04	Jan. 11/18
51 Unit 2	Online postings	22.05	Jan. 11/18
58 Unit 2	Online work histories	12.09.2	Jan. 11/18
51 Unit 3	Online postings	14.04	Jan. 11/18
56 Unit 2	Accrual of credit while on bargaining team	15.08.3	Jan. 11/18
49 Unit 1	Notification of seniority points re: tutor positions	10.04.2	Jan. 11/18
49 Unit 1	Posting will include seniority points	10.04.3	Jan. 11/18
110 all units	Health and Safety training	15.02.05(1), 15.02.05 (2), 11.03.8 (3)	Jan. 15/18
96 Units 1 and 3	Membership information	12.01.1 (1) 10.01 (3)	Jan. 15/18
All units	LGBTQ added as employment equity group	5.03.1 (all units)	Jan. 25/18
26 All units	\$40K to Trans Fund	15.21 (1), 15.23 (2), 24.01 (3)	Jan. 25/18
13 All units	Member and dependent access to EFAP	10.22(1), 10.16 (2), 10.10.5 (3)	Feb. 16/18
23 All Units	\$85K and 10K for disabled employees to Ways and Means fund	20.01 (1), 20.01 (2), 18.01 (3)	Feb. 16/18
90 All units	Definition of under-representation	5.03 (1), 5.03 (2), 5.04.1 (3)	Feb. 16/18
82 Unit 2	Equity hiring protection	12.04.2(i)	Feb. 16/18
41 Unit 1	Summer application process	12.01, 12.02	Feb. 28/18
106 Units 1 and 2	Transfers from Prof. Development fund to assist with tuition for related courses	15.17 (1), 15.20 (2)	Feb. 28/18
98 All units	Continuation of library and email services for 12 months past kn	New, all units	Feb. 28/18

92 Unit 2	Academic extension of up to 24 months for code-based grounds	Article 15.10	March 1
93 Unit 3	Academic extension of up to 24 months for code based grounds	11.05	March 1/18
18 All units	Domestic/sexual violence leave up to 6 wks.	NEW	March 1/18
110 All units	Health and Safety – 45 Tutor 1 hours paid time for JOHSC	Article 15.02.4.1 (1 and 2), 11.03.6.1	March 20/18
71 Unit 2	Continued access to resources (email, library, allocations, relevant funds during summer for LSTAs	24.11	March 20/18
21 Unit 2	Advance notification of clinical practicum placements in Nursing	NEW	March 20/18
29 Unit 2	Limit on training/orientation included in duties of position (nursing)	11.02.1(ii)	March 20/18
87 All Units	ASL video remote pilot project	15.01.9 (1), 15.01.9 (2), 11.03 (3)	March 20/18
101 All units	Union office space – ability to book rooms, shared office space at Glendon	21.01 (1), 21.01 (2), 13.01 (3)	March 20, 2018
78 All units	Breastfeeding facilities	NEW	April 15, 2018
103 Unit 2	Professional Expense Reimbursement	15.21	April 17, 2018

TAB 9



Canadian Union of Public Employees Local 3903

Room 104, East Office Building, York University, 4700 Keele Street
Toronto, Ontario, M3J 1P3 (416) 736-5154 fax: 736-5480

Policy Grievance

Grievor: CUPE 3903

Step 2 Filed On: With:
Step 3 Filed On: With:
Step 4 Filed On: December 13, 2016 With: Rob Lawson

Statement of Grievance: The Union alleges a violation of the Collective Agreement in that the University has disbursed Unit 1 Summer Minimum Guarantee outside the timeline provisions outlined in the Collective Agreement. The University's actions were undertaken unilaterally and are contrary to past practice.

Agreement Provisions at Issue: Articles 2, 10, Letter of Agreement: Additional Funding for Priority Pool Members and any other relevant articles.

Redress Sought: The Union requests that the employer:

- Acknowledge their Collective Agreement violations in writing;
- Ensure that the current practice of receiving Minimum Guarantee funds in the Summer continues; and,
- Any other such relief that may be requested or that an arbitrator deems appropriate.

Union Representative: Sandra Hudson, CUPE 3903

TAB 10

Unit 2 Job Security Proposals – Introductory Presentation
CUPE 3903 Bargaining Team, November 6, 2017

Job security and employment stability are **priorities** for our membership.

Unit 2 bargaining **survey**: "Job security is an important goal in bargaining." Over **96%** of U2 members agreed, strongly agreed or said it's a strike issue.

The nature of Unit 2 work is precarity. That is the reality. That is the problem. Our members submit blanket applications each year with no real job security, even if they have taught at York for years or even decades. Not just 20 or 30 years, but even over 40 years! Anyone can look at our seniority list that is posted online.

From year to year and even term to term, our members don't know if they will be teaching, they don't know what they will be teaching. It is not unusual for appointments to occur in late August or September for the fall term. We are bumped around from course to course, often having to prepare new courses and not having the opportunity to re-teach courses in subsequent years. Our teaching conditions are student learning conditions, and these are not ideal for anyone.

Our members never know if they should be looking for or taking work at another university or another workplace. While waiting for contract work at York that may or may not come, should one sign that contract from another university in another city? But then what happens if you are lucky enough to get work at York. You're commuting between different campuses in different cities, sometimes on the same day. Imagine the stress in this. Imagine the implications for prep time. Imagine the implications for trying to be available to students. It's hard to meet a student at York to discuss their work, if you are busy teaching elsewhere or commuting to another workplace. To repeat, our teaching conditions are student learning conditions, and these are not ideal for anyone.

Let's be clear. Unit 2 members are excellent teachers, academic and scholars. The problem is that York and other universities have shifted from hiring full-time tenured faculty to relying on precarious, contract workers, contract faculty. This needs to change. And there is growing pressure for it to change.

Our members do an excellent job teaching York students. But they do so under conditions that are extremely trying, difficult and stressful. We do not receive sufficient support, resources or respect. Our contributions to York are neither sufficiently recognized nor appreciated. Our members are asking for respect, job security and employment stability.

Now is the time to address the problem of precarious academic labour.

In 2015, the Ontario government launched the **Changing Workplaces Review**. It issued its final report in May of this year. This review both reflects and reinforces the growing attention paid to issues such as precarious labour.

Ontario Minister of Labour, Kevin Flynn, told the media in May of this year before the report came out that "You can't justify treating that part-time worker any differently than a full-time worker."

"If someone is doing what any average person would construe as a doing a full-time job ... that's not a contractor," Flynn says. "That may be somebody posing as a contractor." As the Toronto Star reported,

"Too many companies now disguise regular employees as independent contractors or part-timers to avoid paying them full wages and benefits." [May 13, 2017: Ontario plans big boost to minimum wage, update of labour laws: Cohn].

The resulting **Bill 148: the Fair Workplaces, Better Jobs Act**, Includes provisions around equal pay for equal work. The legislation, if passed, will ensure that part-time and contract workers are paid equally to full-time employees when performing the same job for the same employer.

On June 1, 2017, the Ontario Minister of Advanced Education and Skills Development, **Deb Matthews**, who is also the Deputy Premier of Ontario, sent a **letter to University Executive Heads**, College Presidents and the Ontario University Workers Coordinating Committee, among others addressing the relationship between Bill 148 and the post-secondary system in Ontario.

In that letter she made some interesting comments, "Our economy must be inclusive and share the benefits of growth widely, and we are taking action to make this the reality for everyone from traditional salaried employees to those working on part-time contracts."

Furthermore, "I am excited about what this will mean for all parts of Ontario's economy, including our postsecondary education sector."

"I am committed to ensuring fair employment."

"I am eager to engage you in a conversation about faculty renewal at our colleges and universities"

"It is ...imperative that we look for creative ways to build pathways for Ontarians to enjoy fair employment as educators in our postsecondary sector"

Clearly, this sounds like a good time for a bold and "creative" proposal on conversion. But we will come back to that.

Another crucial development that makes this the time to act on job security for contract faculty is the current **Ontario College Faculty Strike**

The college faculty strike involving over 12,000 workers and impacting 500,000 students is focusing unprecedented attention on the issue of precarious contract work at Ontario's colleges. It's useful to look at some examples from the mass media.

Oct 16: CBC headline: "Why Ontario college faculty members are on strike"

A full-time college faculty member quoted: "We have a fantastic group of contract staff, but they put in long hours that they're not paid for and they're doing the same work we're doing."

Toronto Star column on October 16: "College strikes a symptom of broken business model"

"Increasingly, students and teachers are in the same boat, facing a precarious future with limited career prospects or job security. Imagine you are lecturing your class on labour economics, describing tomorrow's workforce that remains on contract year after year, at the mercy of unpredictable schedules because employers demand unlimited flexibility.

At a community college, that lecturer isn't reading from a case study on precarious employment. He or she is telling their own life story on the job, in the classroom."

"York University is also grappling with this outdated piecemeal model, which prompted bitter strikes by part-timers demanding greater job security in 2015. The dirty little secret of higher education is that working conditions have hit rock bottom."

Globe and Mail

Oct 16: "Lower levels of pay and poor job security for part-time professors are two of the key issues that have led to a walkout by college faculty."

Oct 22: CBC Headline: "Ontario college strike spotlights 'new norm' of precarious labour in academia"

"A strike by Ontario's college teachers is shedding light on a trend in higher education that some say is 'shrouded in secrecy' and needs public attention."

"Precarious work is a trend in the labour market in Canada in general, but it's not necessarily associated with the ivory towers of the country's post-secondary institutions. Universities and colleges, however, are increasingly putting faculty on short-term contracts instead of hiring them for full-time, permanent jobs."

"contract faculty say they face multiple disadvantages over tenured teaching staff, including:

- Little notice to prepare courses.

- Insufficient office space

- Limited or no support for research and other professional development opportunities.

- Restricted involvement with the school community (they can't sit on committees, for example, that help shape the school environment).

"Then there's the 'constant grinding level of stress and worry' hanging over contract faculty," explained a contract faculty member at Wilfrid Laurier University, and that can impact students.

"I think there is something desperately wrong with the public institutions that were intended for the public good to be able to fly under the radar as temp agencies — because that's what they've become," said a contract faculty member at Wilfrid Laurier university.

Globe and Mail

Oct 25: headline "Ontario college students join striking faculty at Toronto rally"

Toronto Star Oct 30 column by Charles Pascal

"how part-timers are used and treated is at the crux of the logjam — the consequence of the gross overuse of part-time employees represented by the union who now outnumber full-timers at most colleges."

“too many of our post-secondary institutions need a major rebalancing in favour of more permanent full-time faculty who are provided support to stay current and carry a long-term commitment to the health of their institutions.”

Globe and Mail: Nov 1

“the conflict has highlighted the long-running and growing tension over the high number of part-time instructors.”

Nov 4, CBC Headline: “Job security the 'big thing' for striking Ontario college faculty struggling with contract work”

Finally, it's worth highlighting the remarkable article written by 4 college students from 4 different colleges, published in the Toronto Star on Oct 26: entitled “College students and striking faculty face same challenges with precarious work”

“We are students at four Ontario colleges and our faculty are on strike. We are keen to get back to class, but we do not want to return to our studies until fairness is achieved for college faculty. We understand that our instructors' working conditions impact the quality of our education.”

“We know the reality of precarious work...We are fighting for the same things that our faculty are standing up for in this strike.”

“Delivering quality education is difficult when you're working from one four-month contract to the next ... and aren't given adequate time to prepare for the courses you're teaching. Yet these are the working conditions of contract instructors at our colleges, who now make up more than 70 per cent of all faculty.”

“Making matters worse, faculty working on short-term contracts are not being paid fairly. As full-time faculty positions have been eliminated, the number of administrative positions at Ontario colleges has increased by more than 77 per cent between 2002 and 2015.”

“At the heart of this strike is the need for our colleges to commit to quality education. This means committing to the faculty and staff that deliver our education and teach our classes.”

“We understand that our faculty are better placed to support and mentor us when they have full-time positions and are treated with respect. We've heard that just-in-time scheduling can leave our instructors with as little as one day's notice to prepare a course. Many of our instructors do not have offices or phone numbers and others share desks with several colleagues. This makes it more difficult for them to be available to students. When courses are done their contracts also finish, leaving many instructors unreachable to students seeking feedback or reference letters.”

“When our colleges rely on contract workers, it's not good for students or faculty.”

Now, this coverage has been focused on the issue of precarious work in the college system but people have been making the connection with the same issue in the universities.

UWO Gazette October 26 “Contract staff at universities have similar concerns as striking college faculty”

There has also been solid coverage and discussion in the Exalibur.

The Walrus: Nov 2. Article entitled - Ontario College Educators Are on Strike for Their Students: We don't need more salary boosts for administrators. We need increased resources for instructors and their classrooms

"One key issue for strikers ... is the ... refusal to hire full-time professors. While student enrolment in Ontario colleges doubled between 1989 and 2004, full-time faculty numbers fell by 22 percent during the same period, to the point that today full-timers make up only one-third of the entire college academic staff."

"What has the administration done with all that tuition money? Hire more college administrators."
"And not only are the numbers of administrators increasing, so are their salaries."

Let's connect this back to **Bill 148: the Fair Workplaces, Better Jobs Act**

Globe and Mail

**Bill 148 addresses striking Ontario college teachers' demands: minister
October 16, 2017**

Some of the changes to working conditions that are being demanded by striking college instructors would be ushered in when Bill 148 is passed, says Deb Matthews, the Minister of Advanced Education and Skills Development.

"Part-time workers need to get paid [the same rate] as full-time workers for the same work, so you can't discriminate against part-time workers. [Colleges] know that the legislation ... will apply," Ms. Matthews said. The government will consider whether it will need to increase funding to help colleges and universities meet the equal pay provisions, she added.

Now, let's return to York U and look at the **University Academic Plan 2015-2020**

"We have begun to make strides again towards **strengthening faculty complement by recovering the post-2008 decline in full-time faculty** that resulted in the context of prevailing global economic crises."

The Academic Plan describes "**social justice**" as a "defining value" of York University.

"York is socially responsible, and committed to the pursuit of social justice and equity issues to continuously challenge and transform society's understanding and existing norms through civic, scientific and cultural actions." York needs to try and live up to that rhetoric.

"**Academic quality** has been the overriding imperative for York over the last five years and it must continue to be so in everything we do for the next five years. An institutional commitment to the importance of research and teaching excellence and to the inseparability of the two aspects of our mandate as part of our culture of excellence is key, as is attracting and retaining the highest quality faculty, staff, undergraduate and graduate students."

"Central to those efforts is increasing the full-time faculty complement (including supporting efforts to improve the **conversion of contractual appointments to the tenure-stream**) and improving student / faculty ratios."

"Factors that will need to be considered in our efforts to advance the White Paper over the next five years include:

the imperative of addressing the significant reliance on contract labour in the postsecondary education sector, including maintaining as a top priority increasing the full-time faculty complement and seeking opportunities to support contract faculty colleagues."

CUPE 3903 Proposes Multiple Approaches to Job Security and Employment Stabilization

We are presenting proposals to address the issue of Unit 2 job security at various levels of seniority. First of all, we need to address the issue of the manipulation and inflation of posted **qualifications** for Unit 2 positions. We need to address a) specific problems in the School of Nursing, b) strengthen our Incumbency language and c) recognize the experience of high seniority members. As well, our 2014-2017 Collective Agreement included three important programs for which we have proposals.

The **Conversion or Affirmative Action Program**, which was established in our 1987-1989 Collective Agreement shifts experienced and qualified Unit 2 members into full-time faculty positions in YUFA. These are long-serving members of the York community. They are long-term employees, committed to teaching at York and they deserve to be treated as full-time employees. They deserve to be full-time employees with job security. Since 2002, those conversions into full-time faculty positions have all been into tenure-track positions. Since 1988, this has been an extremely successful program for York University. The success rate of Unit 2 members receiving conversions in actually obtaining tenure has been extremely high and those members have been excellent full-time faculty. However, the program has been far too limited in scope and has not kept up with the growing number of experienced Unit 2 members that have entered the Conversion pool. We need, and our members are insisting upon, a more serious Conversion Program.

The **Long-Service Teaching Appointment (LSTA) Program** was established in the 2008-2011 Collective agreement. It provides for renewable multi-year appointments for experienced Unit 2 members to stabilize their work and offer some modest short-term job security and salary top-up. Experienced Unit 2 members with a demonstrated teaching record at York deserve to have their employment stabilized. The process of appointments and renewals needs to be improved and made less arbitrary.

Then we have the **Continuing Sessional Standing Program or CSSP** which was established in our last Collective Agreement. The CSSP is an important program in that it includes mid and relatively low seniority members. It has served as an early posting period which is somewhat useful, but despite our hopes it has done little to stabilize the work of our members. Therefore, it needs to be improved to meet the needs of our members.

Finally, we are proposing to bring back the **Special Renewable Contracts** which were introduced in the 1999-2000 Collective Agreement and existed until 2005. This would offer job security to high seniority Unit 2 members who have contributed years of teaching to York University.

Now is the time for us to seriously tackle precarious academic labour at York and develop real job security. We can't wait. The issue is in the spotlight. The provincial government is talking about improving the status of part-time faculty and hiring more full-time faculty. York is talking about increased full-time hires. York is developing a new campus in Markham. CUPE 3903 can't wait to deal these things in the future. We need to address them now, in this context. The time is now.