

**IN THE MATTER OF COLLECTIVE AGREEMENT NEGOTIATIONS FOR RENEWAL
COLLECTIVE AGREEMENTS FOR UNITS 1, 2 AND 3**

YORK UNIVERSITY (Employer)

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903 (Union)

**MEMORANDUM OF SETTLEMENT FOR RENEWAL COLLECTIVE AGREEMENTS –
Units 1, 2 and 3**

1. The Parties agree to the terms of this Memorandum as constituting full settlement of all matters in dispute in resolution of the current labour dispute and of the renewal Collective Agreements.
2. The term of the Renewal Collective Agreements shall be from September 1, 2017 to August 31, 2020 and are retroactive to September 1, 2017
3. The Renewal Agreements shall consist of the expired Collective Agreement applicable to each bargaining unit, as amended by the Parties, together with the following:
 - I. **All items agreed upon to date**
 - II. **The changes proposed by the Employer (as proposed by the Employer May 25, 2018) (Attached as Appendix A to this Settlement)**
 - III. **The changes as proposed by the Union (attached as Appendix B to this Settlement) (Proposal Numbers refer to the numbered proposals in the Union's April 16, 2018 summary of outstanding items, which is attached as Appendix E to this Settlement)**
 - IV. **Any changes or additions to the collective agreements in respect of the issues set out in Appendix C to this Settlement, to be remitted to interest arbitration for a final determination for inclusion in the applicable collective agreement as determined by the Arbitrator. The Arbitrator shall be agreed on by the Parties or appointed, failing agreement, by Arbitrator Kevin Burkett. The Arbitrator shall establish a procedure for submissions of the parties on all issues relevant to the unresolved proposals as well as any issues arising out of these Minutes of Settlement and interpretation and implementation of the Return to Work Protocol (Attached as Appendix D to this settlement).**
4. The final form of the Collective Agreements will be subject to a housekeeping review including, for example, consecutive numbering of all Articles and numerical consistency in references to Articles throughout the collective agreement.

5. The Parties agree to the Return To Work Protocol attached as Appendix D.
6. This offer of settlement is subject to ratification votes as necessary in respect of each bargaining unit. Upon being advised of the Employer's acceptance of this offer, the Union shall then take such steps as are necessary to conduct ratification votes in each bargaining unit.
7. Upon ratification, the Parties will advise the Ontario Labour Relations Board of the withdrawal of their respective Applications pursuant to section 96 of the OLRA in OLRB File #0598-18-U, 3423-17-U and 2917-16-U.
8. This offer is without prejudice and open until **Friday, June 8th at 11:59pm** at which time it expires.

Signed for the UNION:

Signed for the EMPLOYER:

APPENDIX A

Changes Proposed by the Employer (as proposed by the Employer May 25, 2018)

Proposal 1(b) – Vacation Pay

Amend Unit 1 10.09 Unit 2 10.08 Unit 3 10.04

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.

Proposal 5 – Childcare Fund

Amend Unit1 15.13.4 Unit2 15.12.4 Unit3 15.09.03:

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.

Proposal 6 Extended Health Benefits

Amend Unit1 15.26, Unit2 15.28 Unit 3 22:

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.

Proposal 12 – Post Retirement benefits

Amend Unit 2 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 \$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.

Proposal 20 – Parking and Transportation

Amend by adding to Unit1 15.06 Unit 2 15.05 Unit 3 11.07:

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.

Proposal 83 – Equity hiring for new courses

Amend 12.04(2):

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 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.

Proposal 104 – Unit 1 Research Cost Fund

Amend Unit 1 15.15:

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.

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.

APPENDIX B

The changes as proposed by the Union (Proposal Numbers refer to the numbered proposals in the Union's April 16, 2018 summary of outstanding items)

A – Items pertaining to all three bargaining units (to form part of all collective agreements)

Proposal 3 - Contribution of \$50,000 towards operational cost of child care in each year of contract

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 \$50,000. 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. Any remaining amount from the subsidies that goes unused shall be reallocated towards operational costs of the Student Centre Childcare facility. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee

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

Proposal 4 - Joint Committee on childcare at Glendon and Markham

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.

Proposal 24 - Sexual Violence Survivor's Fund under control of the Union worth \$50,000 for 2017, 2018 and 2019

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.

Proposal 27 - Racial Discrimination Fund \$30,000 for 2017, 2018 and 2019

Effective September 1st 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.

Proposal 107 – Professional development Fund \$137,000

Effective September 1, 2018, the employer agrees to contribute \$137,000 per contract year to the Professional Development Fund.

B – Unit 1 specific items (to form part of the Unit 1 collective agreement)

Proposal 47 - Minimum Guarantee/Fellowship Model

Revise Letter of Agreement: Additional Funding for Priority Pool Members as follows:

LETTER OF AGREEMENT: ADDITIONAL FUNDING FOR PRIORITY POOL MEMBERS

The Union may initiate a meeting with the Dean of FGS or designate, the member, a representative of Faculty Relations and the Union to be held as expeditiously as possible with a view to discussing the concerns of members. Note – Grievances Regarding the Letter of Agreement may be initiated at Step 4 of the grievance process.

Mindful of the financial obstacles graduate students are experiencing in light of Government decisions which transfer more of the burden for financing a university education to the student via tuition fees, the employer will guarantee an offer of additional support for members of the Priority Pool as outlined below. This support is for the 12-month period beginning with September.

It is recognized that many members currently receive additional funding opportunities and what is listed below is a minimum guaranteed level of financial support. However, such guaranteed extra funding as outlined below shall not apply to those whose funding provides them with a level of support greater than their priority pool entitlement coupled with this supplementary funding.

Nothing herein shall be read or construed as a bar to any member receiving financial support that is greater than the above minimum guarantee, nor does it require or permit students to undertake tasks which require exceeding an average of 10 hours of work per week, or a maximum of 1.5 teaching assistantships in a 12-month period (beginning with the fall term).

- A. All members of the Priority Pool who are eligible shall be informed by September 15 whether they will be offered TA, GA, RA activity for the fall, or that the funding under the minimum guarantee will be offered in the winter or summer terms:

Eligibility criteria are:

- member of the bargaining unit during the preceding 12-month period, including those on leaves of absence under the collective agreement;
- in the Priority Pool;
- have applied where appropriate and accepted when offered a teaching assistantship or other work;
- must be continuously registered on a full-time basis for the following 12-month period;
- have total funding including major external scholarships not greater than the priority pool entitlement plus \$5000 for 2008-2009, 2009-2010 and 2010-2011 [see 12 .03 .1(iii)].
- must be available to undertake some form of TA, GA or RA activity should it be necessary in at least one of the three terms in the 12 month period starting with the fall. It is expected that such TA, GA and RA activities will normally be offered in the summer term. The bargaining unit members who have established to the satisfaction of the Faculty of Graduate Studies they are only available in one particular term will have priority for minimum guarantee funding activity in that term.

Note – Although not in the priority pool or in the bargaining unit during the preceding 12 month period, PhD 1 students are eligible for the minimum guarantee in their first year. In accordance with Article 12, incoming PhD students will have priority over Master's students in the assignment of available teaching assistantships.

- (i) The minimum guarantee ~~will be \$5000 in 2008-09; 2009-10; and 2010-11 of extra funding above the priority pool entitlement over the 12-month period. Such funding may be in the form of scholarships (excluding York Entrance Scholarships), fellowships (e.g., the York Graduate Fellowship), assistantships, (e.g. research assistantships, graduate assistantships, additional teaching assistantships, matching fund graduate assistantships) or internships (not including bursaries or tuition rebates). Wages earned at the Overwork or Replacement Rate shall not count towards the Minimum Guarantee.~~
 - (ii) Where the performance of tasks is required in exchange for additional financial support, the reasonable preferences and legitimate needs/concerns of the person shall be taken into consideration and all reasonable efforts will be made to accommodate them. The person will normally have 3 working days to confirm acceptance of an offer of a minimum guarantee assignment.
- (i) It is understood that no member will be required to perform work or duties in excess of 135 hours per term without the members consent.

However, it is recognized that, in exceptional circumstances, members have been allowed to perform more than 135 hours of teaching assistantship duties during a single term. It is understood that such practices may continue in exceptional circumstances and with the mutual agreement of the member

and the hiring unit and the academic approval of the program director, the Dean of Graduate Studies and the supervisor (if appointed).

- (ii) a) Scholarships and Research Assistantships do not require the performance of tasks.
- b) The priority in the allocation of GA funds is to provide financial support to graduate students. For the minimum amount of funding – \$5125 in 2014-2015, \$5253 in 2015-2016 and \$5384 In 2016-2017 – a graduate student cannot be required to work in the performance of tasks for more than a total of 135 hours. For clarity, GAships for the purpose of satisfying the Minimum Guarantee are subject to the same requirements regarding meetings of the supervisor and employee to discuss assigned duties and responsibilities as set out in Article 10.01 (Hours of Work) of the Unit 3 collective agreement.

By no later than September 1, 2016 except as otherwise provided in the Collective Agreement all GAships for the purpose of satisfying the Minimum Guarantee (\$5125, \$5253, \$5384) shall be electronically posted by the hiring unit on a site accessible to employees and the Union. The following posting deadlines shall apply other than in exceptional circumstances (e.g., circumstances in which a position has not been identified in time to meet the applicable posting deadline):

August 1st for positions scheduled to begin in September; December 1st for positions scheduled to begin in January; and April 1st for positions scheduled to begin in May.

GAship postings shall be clearly labelled as Unit 1 and shall identify, to the extent possible:

- (i) the duties, responsibilities and tasks;
- (ii) reasonable qualifications of the position;
- (iii) the number of hours of the graduate assistantship;
- (iv) the start and end date of the GAship;
- (v) application process and application deadline;
- (vi) information and documents, e.g., an up-to-date CV, required for application

Postings shall indicate that priority in the assignment of the position will be given to applicants for whom the position will satisfy the Minimum Guarantee.

Hiring Units will make available a common application form or template (hard copy or electronic); in the absence of a unit-designed template or form, the model form in Appendix F shall be used.

- (iii) The Faculty of Graduate Studies will use its best offices and all reasonable efforts to resolve any problems which the member brings to its attention. Upon acceptance of the assignment the person will be provided with a written description of the assignment. Anyone assigned to positions three weeks after the deadline for registration will have hours proportionally reduced without any reduction in pay.

B. It is not intended that the additional funding (excluding teaching assistantship work), as outlined in A(i) would be used, nor would the Dean of Graduate Studies approve the use of such funds, for employment tasks for which CUPE 3903 holds certification. Neither would the funds be used for work which would otherwise require hiring an employee in another certified Bargaining Agent or maintaining the position of an employee in another bargaining unit.

C. By September 15 FGS will inform each student, through the graduate program office, whether or not they will be offered TA, GA/RA activity for the fall, or that the funding under the minimum guarantee will be offered in the winter or summer. In the latter case, FGS will make its best efforts to inform students by November 30 and in any event no later than December 15 whether the activity will be offered in the winter or the summer term. Once informed of how the minimum guarantee will be met under this provision, any other scholarship, fellowship, research assistantship or employment income from York will be in addition to the minimum guarantee save and except for major scholarships worth \$15,000 or less which may be offset against the York Fellowship.

The parties have reviewed the various aspects of this program during negotiations and have exchanged documents, as embodied in the November 12, 1998 Letter of Understanding, in order to confirm how this Letter should best be given effect. In the event of a conflict between the November 12 1998 Letter of Understanding and this Letter of Agreement, this Letter of Agreement shall govern.

D. FGS will provide those who are eligible for the minimum guarantee with a form by March 15 on which form

they may indicate the term(s) in which they prefer to work (as per A(ii)) any term(s) in which, because of exceptional circumstances, they consider themselves to be unavailable for a minimum guarantee assignment and the reasons they consider themselves to be unavailable. Such reasons may include:

- The member will be unavailable for on-campus activity because she will be engaged in off campus activity associated with the program of study approved according to FGS Regulations for students absent from campus.
- The bargaining unit member will be unavailable for medical circumstances, child care responsibilities or other compassionate grounds, but not on approved leave of absence from the program.
- The graduate program director and supervisor/and or advisor has certified that additional activity will jeopardize the bargaining unit member's ability to make satisfactory academic progress in the term in question and the Dean of FGS approves.

These forms must be returned no later than May 1. FGS will make reasonable efforts to assign persons in conformity with bona fide requests. Should exceptional circumstances arise subsequent to the member returning the form, then the member should complete and re-submit a new and amended form as soon as practicable.

E. Where a member in the priority pool has the minimum guarantee component of their funding package satisfied by the York Fellowship this funding will be divided into 3 equal installments paid in each term in which they are registered full time and are paying fees. Members whose minimum guarantee component is met by the Fellowship may indicate in writing to FGS by no later than August 10th the election to receive the full amount of the minimum guarantee funding in four equal installments in the next Summer Term from May through August. Funding deposited to student accounts under A(i) above is not subject to 11.04 if the member chooses to receive the amount of the Fellowship in 3 equal installments posted directly to their student account. All PhD students in the priority pool shall be notified of the option to receive payments in the summer months as a part of the Teaching Assistantship – Letter of Appointment. No member of the bargaining unit will be deemed to have waived their right to the Minimum Guarantee until a Union representative and the member have signed an agreement with the Employer stating an intention to do so.

ADD - Letter of Agreement 14: Unit 1 Masters Students

Mindful of the financial hardships incurred by Masters students who took a TAship under the impression that they would be receiving both the full salary of a TAship, including any applicable grant-in-aid and graduate financial assistance, in addition to the full amount of the Masters York Graduate Fellowship, York shall provide all Masters students who receive a TAship a breakdown of the exact amounts they will be receiving and this shall be communicated to the student prior to the signing of the Teaching Assistantship – Offer of Appointment.

Revise - Unit 1 Letter of Intent 6 and Unit 3 Letter of Intent 1

Unit 1 Letter of Intent 6/Unit 3 Letter of Intent 1

The University is committed to providing graduate students with tuition offset funding that will be a dedicated amount of additional funding that is paid and calculated each semester and does not require additional work, does not include any other form of funding provided to the employee, and shall not be offset by a decrease in any other monies otherwise payable to an employee.

The tuition offset funding provided shall be as follows:

In the event that graduate tuition fees (except MBA, IMBA, MPA, part-time LLM students, MHRM and MDes and other professional programs as may be approved) and/or administrative or ancillary fees (hereafter collectively "fees") are increased above the Board of Governors approved rates for domestic and visa students as of September 1, 2012, the University shall provide any employees in the bargaining unit who are registered full time and are required to pay the increased fees with additional funding in an amount equivalent to the fee increase in a manner that the fee increase does not offset any entitlement such employees receive pursuant to the collective agreement. For clarity, such funding shall be a dedicated amount of additional funding from the University as required to fully cover the fee increase. The amount of any funding covering a fee increase shall be posted to student accounts by [DATE] and treated as if it was an additional amount of Graduate Financial Assistance that does not require the performance of work in exchange for the additional funding. Incoming graduate students who become members of the bargaining unit will be eligible for the offset set out in this Letter of Intent if they pay fees greater than the fees approved by the Board of Governors for domestic and visa students (except MBA, IMBA, MPA, part-time LLM students, MHRM and MDes and other professional programs as may be approved) as of September 1, 2012.

Proposal 91 - Guaranteed 2-year priority pool extension based on all code-based grounds:

Amend 12.03.2:

A PH.D student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation and who as a result have not completed their academic requirements, shall gain an additional 2 years of priority pool entitlement. Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15 10.

C – Unit 2 specific proposals

Revised Proposal 63:

Amend 12:01:

Eligibility [replacing current section]

Bargaining unit employees shall be granted Continuing Sessional Standing upon

a) the completion of three consecutive contract years (September 1 to August 31) with an average annual minimum teaching intensity of 2 Type 1 or equivalent positions over the three years,

or

b) the completion of ten years of service in which she has accrued applicable prior experience of 1 Type 1 position or its equivalent.

Further:

(i) All employees with Continuing Sessional Standing will retain this status unless such status ends pursuant to the terms set out below.

(ii) The contract year (September 1 to August 31) will be used for the purposes of determining whether the eligibility criteria for Continuing Sessional Standing have been met.

Appointment Process [adding the following points]

Add to (iv): All subsequent postings in Unit 2 until the common posting dates in Article 11.09.1, except those associated with LSTA appointments, shall be first offered to members of the CSSP with a two week deadline to be accepted.

Add (ix): All hiring units must participate in the CSSP and hiring units must submit an annual report of the percentage of Unit 2 postings and appointments that have been designated to the CSSP to the Joint Labour-Management Committee by September 30th.

Continuing Sessional Standing Program Guarantee [replacing current section]

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 a payment of 1/4 of the rate for each position less than their average number of Type 1 or equivalent positions. For example, if an employee with Continuing Sessional Standing has an average annual teaching intensity of 3 Type 1 or equivalent positions over the previous 5 contract years and is offered 2 Type 1 or equivalent positions, then upon application the employee will receive 1/4 of the rate for 1 Type 1 or equivalent position.

To qualify for the payment described in the paragraph above an employee must have:

(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

(b) additionally applied for bargaining unit positions in accordance with her “normal” historical application profile and was available for appointment to these positions.

[The subsequent paragraph in this section about members who have twice received a payment would be removed.]

Cessation of Continuing Sessional Standing [replacing current section]

Employees who meet the eligibility criteria for Continuing Sessional Standing shall maintain this status until they retire or voluntarily withdraw. An employee who elects to withdraw from the Continuing Sessional Standing Program shall communicate such election in writing to Faculty Relations.

D – Unit 3 specific issues

Proposal 35

New Letter of Intent Minimum Guarantee of Funding for GAs

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.

Proposal 42

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.

Proposal 48

New Article 10.10.2:

In the event a PI cannot find a Masters student or requires further assistants, the PI shall commit to give preference to hiring PhD students. The University shall match 50% of the PI's research funding to cover the GAship.

New Article 10.10.3

As part of this Graduate Assistant Assignment Protocol, 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. The GAT fund will distribute up to the total of \$250,000 in each academic year to Principal Investigators who are in receipt of external research funding and commit to hiring a Graduate Assistant. The GAT Fund shall be administered by a joint committee comprised of two representatives of the Union and two representatives of the Employer. A representative of each party shall be designated as a joint Chair, and the two persons so designated shall alternate in presiding over meetings. The committee shall meet at least once each semester. This committee shall also be tasked with establishing a non-competitive equitable process for the distribution of the funds for high quality training experiences.

New Article 10.10.4

The University will take steps to ensure that Principle Investigators face no institutional barriers to hiring Graduate Assistants including a guarantee that the standard benefit rate for Unit 3 GAs shall not exceed 31% in any faculty or department.

APPENDIX C

The following issues are to be remitted to interest arbitration for a final determination for inclusion in the applicable collective agreement as determined by the Arbitrator.

A – Issues/proposals pertaining to all three bargaining units:

Wages

Union Proposal 1

Unit 1 10.04.1, Unit 2 10.04, Unit 3 10.02

Current Union proposal : 3.5% in each year of the collective agreement

Current Employer proposal: 2.1% in year 1, 2.2% in year 2, 2.3% in year 3

Benefits -

Union Proposal 7 – Dental

Unit 1 10.14 Unit 2 10.11 Unit 3 10.10 (1)

additional \$1000 for dental implants/orthodontics

Union Proposal 8 – Vision Care

Unit 1 10.17.1 Unit 2 10.14., Unit 3 10.10 (3)

Union proposal – increase to \$550 every 2 years. Current Employer proposal: Status quo, \$400 per year

Union Proposal 9 - Paramedical

Add paramedical benefit: Unit 1 10.20, Unit 2 10.16, Unit 3 10.10 (5)

\$6000 with 3000 for any one service

Proposal 16 - LTD

Increase benefit to 80% or \$4000 whatever is less

Proposal 17 - Paid Maternity Leave

Amend Unit 1 17.07, Unit 2 17.07, Unit 3 16.09

Union proposal – change from current 17/35ths of appointment to 35/35ths of appointment.

Current employer proposal – status quo

Proposal 88 (unit 1 and 3 only) – equity data for graduate schools

Current Union Proposal:

York will make every effort to encourage applications by, and admissions of, qualified 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

Proposal 94 - Accommodation Procedure

Amend Unit 1 4.01, Unit2 4.01., U3 4.01.1

Proposal 110 – Health and safety

B – Issues and Proposals – Unit 1 specific

Proposal 11 – Provide year-round benefits coverage for all unit 1 priority pool members

Amend Unit 1 10.19

C – Issues and Proposals – Unit 2 specific

Proposal 50 – Authorized replacements

Proposal 60 – Nursing specific qualifications

Proposal 65 - conversions (Article 24)

Proposal 70 – Long Service Teaching Appointments (LSTA) (Article 23.)

Proposal 72 – Special Renewable Contracts (SRC) (Article 24.)

Proposal 74 - Qualifications

Proposal 108 – Nursing specific class sizes

D – Issues and Proposals – Unit 3 specific

Proposal 48 – Graduate Assistant Assignment Protocol

New Article 10.10.1 Graduate Assistant Assignment Protocol

APPENDIX D

YORK UNIVERSITY AND CUPE 3903 RETURN TO WORK PROTOCOL

1. The Employer will not discipline, discriminate or take reprisals of any kind against any bargaining unit employees for participation in any activities taken in connection with the strike.
2. The Employer will not take any action against any members of the University community including undergraduate students, research assistants or any University employees who, although not members of the bargaining units, may have participated in activities in connection with the strike or engaged in other forms of dissent in connection with the strike.
3. Striking bargaining unit employees shall receive full compensation for the Fall/Winter 2017/18 and Winter 2018 terms in the amount of full pay they would have received for the term (less any compensation already received for the Winter term).
4. The Employer shall reinstate all CUPE work for the SU and SU1 terms. Where such work had not already been posted and/or assigned, it shall be posted and assigned as closely in accordance with the terms of the Collective Agreements as possible.
5. Students who were employed in bargaining units 1 or 3 shall receive a one-semester funded program extension.
6. Employees will assist to facilitate completing courses on the basis set out in the Communication from the Executive Committee of Senate updated on April 27, 2018 and the Senate Policy on the Academic Implications of Disruptions or Cessations of University Business Due to Labour Disputes or Other Causes, or such further communications as the Executive Committee of Senate may issue.
7. Any dispute regarding the interpretation or application of this Protocol shall be referred to the Interest Arbitrator who may establish a procedure and/or assign another arbitrator(s) to establish a procedure for expedited resolution.

APPENDIX E

CUPE 3903 Bargaining Proposal Package as of April 16th

Wages and Benefits					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
1	U1 10.04.1 U2 10.04 U3 10.02	New	Wages	3.5 increase in each year of collective agreement	<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	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		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	<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</p>

		appointed that her vacation pay be included in the last regular monthly salary payment. 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.		included in the last regular monthly salary payment. Effective January 1, 2018, vacation pay for all members of the bargaining unit shall increase to 6% of salary.	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.
2	U1 10.04.4 U2 10.04.7 U3 10.05 (new para)	New	Penalize employer for late pay cheques	For any appointment that has commenced, where the Employer fails to remit payment on the regular pay day the Employer shall pay an additional 5% of the monthly salary for the appointment per month to the Employee as a penalty. Accept Employer's proposed amount for subsidies but increase operating cost for Student Centre to \$70,000.	No
3	U1 15.12.2 and 15.12.3 U2 15.12.2 and 15.12.3 U3 15.09.01 and 15.09.02	15.12.2 The employer agrees to contribute annually to operating costs of the Student Centre Childcare facility. In each year of the collective agreement, the amount allocated shall be \$37,000. By September 30 of each academic year the employer will allocate \$40,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. For 2014-15 only, this subsidy amount shall be \$50,000, instead of \$40,000. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee 15 13 3 - By September 30 of each academic year the Employer will allocate \$40,000 to	Campus Childcare Facilities	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. Any remaining amount from the subsidies that goes unused shall be reallocated towards operational costs of the Student Centre Childcare facility. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee	Reject and Hold 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 15 13 3 - By September 30 of each academic year the Employer will

		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		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	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
4	Letter of Intent All Units	New	Campus Childcare Centres at Markham and Glendon Campuses	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.	No
5	U1 15.13.4 U2 15.12.4 U3 15.09.03	A Childcare Fund in the amount of \$200,000 will be made available in each of 2015-2016 and 2016-2017. The administration of the Fund will be referred to the Joint Labour Management Committee	Increase to the Childcare Fund	Effective September 1, 2017, the \$200,000 allocated to this fund will be increased to \$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.	Reject and Hold 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	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
		**Current amount is not included in collective agreement language but equals \$3000 dollars a year			

		equals \$400 dollars every two years			
9	U1 10.20 U2 10.16, U3 10.10 (5)	**Current paramedical language is not included in the CA but the amount/structure is as follows: \$3000 dollars a year with a \$2000 cap on service.	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	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	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

		<p>this collective agreement is a maximum of \$56,000 in 2011-12, \$70,000 in 2012-13, and \$84,000 in 2013-14 .</p> <p>Any unspent portion of the Employer's annual contribution will be carried forward to the next year.</p>		<p>collective agreement is a maximum of \$100,000 in each academic year.</p> <p>Any unspent portion of the Employer's annual contribution will be carried forward to the next year.</p> <p>The Employer agrees to fully fund drug, dental, vision care, and other negotiated benefits at the level of the current CA for Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement.</p>	<p>contribution to cover post-retirement benefits over the term of this collective agreement is a maximum of \$100,000 in each academic year.</p> <p>Any unspent portion of the Employer's annual contribution will be carried forward to the next year.</p>
16	LTD Plan Text	<p>Members receive 66% of wage at time of disability/leave</p>	<p>Increase LTD payment</p>	<p>10.12.1 (iii) Employees shall receive as monthly benefit 80 % of their wages or \$4,000 whichever is less.</p>	No
17	U1 17.07 U2 17.07 U3 16.09	<p>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</p>	<p>Paid Maternity Leave</p>	<p>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.</p>	No
20	U1 15.06 U2 15.05 U3 11.07	<p>When an employee is appointed or assigned duties at a place of work other than the York University campus, the employee shall be reimbursed for those reasonable costs of travel to and from the off-campus place of work which are in excess of the normal costs of travel to and from the employee's principal residence and the York University campus. Automobile expenditures in this regard shall be reimbursed at a rate of</p>	<p>Increasing mileage rate and tying to CRA recommended rate; include parking costs</p>	<p>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.</p>	<p>Reject and Hold</p> <p>The kilometrage paid is the same as extended to all employees of the University and is standard.</p> <p>Add to 15.05:</p> <p>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</p>

		\$.45 per kilometre in excess, or whatever kilometreage policy is in effect, whichever is the greater.				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. The SVRO will meet annually with representative of CUPE to discuss access to and distribution of these monies. This fund will be integrated with the existing funds and resources available within the University and externally which are currently referred by the SVRO.	
27	U1 15.30 U2 15.31 U3 27	New	Racial Discrimination Fund	Effective September 1 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.	No. The Employer believes that the appropriate allocation of funding and resources for campus-wide research and review should be conducted through the new VP area of Equity discussed at Senate.	

Tuition and Funding

#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
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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 Gasship. 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 \$1750 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 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	'Claw-back' protection around the minimum guarantee/fellowship for scholarships worth \$15,000 included in Letter of Agreement: Additional Funding for Priority Pool Members By September 15 FGS will inform each student, through the graduate program office, whether or not they will be offered TA, GA/RA activity for the fall, or that the funding under the minimum guarantee will be offered in the winter	See Employer funding proposal below with revised language clarifying the removal of the work commitment

				<p>or summer. In the latter case, FGS will make its best efforts to inform students by November 30 and in any event no later than December 15 whether the activity will be offered in the winter or the summer term. Once informed of how the minimum guarantee will be met under this provision, any other scholarship, fellowship, research assistantship or employment income from York will be in addition to the minimum guarantee save and except for major scholarships worth \$15,000 or more which may be offset against the York Fellowship.</p> <p>Letter of Intent of Unit 1 Master's Students:</p> <p>Mindful of the financial hardships incurred by Masters students who took a TAship under the impression that they would be receiving both the full salary of a TAship, including any applicable grant-in-aid and graduate financial assistance, in addition to the full amount of the Masters York Graduate Fellowship, York shall provide all Masters students who receive a TAship a breakdown of the exact amounts they will be receiving and this shall be communicated to the student prior to the signing of the Teaching Assistantship – Offer of Appointment.</p>	
48	<p>Adding 10.10 Protection of GA positions Renumbering of 10.10 Benefits to 10.11 Benefits and 10.11 Research Costs Fund to</p>	New	<p>To ensure the protection of GA positions/unit 3 jobs under the fellowship model</p>	<p>Arbitration: 10.10.1 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. The protocol will ensure all incoming full-time Master's student are provided with an informed choice, clearly</p>	<p>Add to Unit 3 Letter of Intent HQT Graduate Assistant Assignment Protocol</p> <p>The University will implement a Graduate Assistant Assignment Protocol that will support the incentive of research at the University and the provision of high-</p>

	10.12		<p>articulated in their letter of offer that they can accept an opportunity to a Gaship with a Principle Investigator (PI) who is in receipt of external research funding.</p> <p>KEEP: 10.10.2 In the event a PI cannot find a Masters student or requires further assistants, the PI shall commit to give preference to hiring PhD students. The University shall match 50% of the PI's research funding to cover the Gaship.</p> <p>KEEP: 10.10.3 As part of this Graduate Assistant Assignment Protocol, 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. The GAT fund will distribute up to the total of \$250,000 in each academic year to Principal Investigators who are in receipt of external research funding and commit to hiring a Graduate Assistant. The GAT Fund shall be administered by a joint committee comprised of two representatives of the Union and two representatives of the Employer. A representative of each party shall be designated as a joint Chair, and the two persons so designated shall alternate in presiding over meetings. The committee shall meet at least once each semester. This committee shall also be tasked with establishing a non-competitive equitable process for the distribution of the funds for high quality training experiences.</p> <p>KEEP: 10.10.4 The University will take</p>	<p>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 researchers are advise of the distinction between Graduate Assistants (GA) and Research Assistants (RA), including the appropriate posting of Gaships in order to avoid bargaining unit assignments being improperly awarded to Research Assistants.</p>
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				steps to ensure that Principle Investigators face no institutional barriers to hiring Graduate Assistants including a guarantee that the standard benefit rate for Unit 3 GAs shall not exceed 31% in any faculty or department.	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.
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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.	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 ageist expectations on bargaining unit members	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. Note: Qualifications will be demonstrably relevant in accordance with, and not exceed, those established by the CNO.	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.	12.01 (vii) Article 12.03.1 (Long-Service Override) shall apply to all positions offered under the CSS program, regardless of whether the employee seeking to invoke Long-Service Override provisions is herself a member of the CSS pool. The LSO provision may not be used for more than 1 FCE by a member who is not in the CSSP to obtain work otherwise offered to a CSSP member. Article 12.04.2 (circumstances in which candidates have equal applicable prior experience) shall apply to all applicants in the CSS pool. Employees participating in the Continuing Sessional Standing Program exercise may make use of the Article 6 grievance procedure in respect of any courses posted in the exercise that they were not offered but believe they should have been offered pursuant to the terms of the Continuing Sessional Standing	Employer Response December 4th No. This runs contrary to the design of the CSSP

63	U2 12.01	<p>Continuing Sessional Standing Program Guarantee</p> <p>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.</p> <p>For example, if an employee with Continuing Sessional Standing has an average annual teaching intensity of 3 Type 1 or equivalent positions over the previous 5 contract years and is offered 2 Type 1 or equivalent positions, then upon application the employee will receive 1/4 of the rate for 1 Type 1 or equivalent position . If the employee is for a second time offered 2/3 or less of her average annual number of Type 1 or equivalent positions based on the previous 5 contract years, the employee will receive a one-time payment of 1/8th the rate for each position less than their average number of Type 1 or equivalent positions .</p> <p>To qualify for the payment described in the paragraph above an employee must have:</p> <p>(a) provided notice of participation in the Continuing Sessional Standing exercise to all</p>	CSSP Guarantee	<p>Program.</p> <p>Eligibility [replacing current section]</p> <p>Bargaining unit employees shall be granted Continuing Sessional Standing upon</p> <p>a) the completion of three consecutive contract years (September 1 to August 31) with an average annual minimum teaching intensity of 2 Type 1 or equivalent positions over the three years,</p> <p>or</p> <p>b) the completion of ten years of service in which she has accrued applicable prior experience of 1 Type 1 position or its equivalent.</p> <p>Further:</p> <p>(i) All employees with Continuing Sessional Standing will retain this status unless such status ends pursuant to the terms set out below.</p> <p>(ii) The contract year (September 1 to August 31) will be used for the purposes of determining whether the eligibility criteria for Continuing Sessional Standing have been met.</p> <p>Appointment Process [adding the following points]</p> <p>Add to (iv): All subsequent postings in Unit 2 until the common posting dates in Article 11.09.1, except those associated with LSTA appointments, shall be first offered to members of the CSSP with a two week deadline to be accepted.</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 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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	<p>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 (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 Employees who meet the eligibility criteria for Continuing Sessional Standing shall maintain this status for a minimum of three contract years and shall continue in this status for successive three contract year periods provided that as of the September 1 at the end of each 3 contract year period, she has a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the three contract year period just completed. In the event that the employee's average annual teaching intensity is lower</p>	
	<p>Add (ix): All hiring units must participate in the CSSP and hiring units must submit an annual report of the percentage of Unit 2 postings and appointments that have been designated to the CSSP to the Joint Labour-Management Committee by September 30th.</p> <p>Continuing Sessional Standing Program Guarantee [replacing current section] 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 a payment of 1/4 of the rate for each position less than their average number of Type 1 or equivalent positions. For example, if an employee with Continuing Sessional Standing has an average annual teaching intensity of 3 Type 1 or equivalent positions over the previous 5 contract years and is offered 2 Type 1 or equivalent positions, then upon application the employee will receive 1/4 of the rate for 1 Type 1 or equivalent position.</p> <p>To qualify for the payment described in the paragraph above an employee must have: (a) provided notice of participation in the Continuing Sessional Standing exercise to all applicable</p>	

			<p>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>	

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 (b) additionally applied for bargaining unit positions in accordance with her "normal" historical application profile and was available for appointment to these positions.

[The subsequent paragraph in this section about members who have twice received a payment would be removed.]

Cessation of Continuing Sessional Standing [replacing current section]

Employees who meet the eligibility criteria for Continuing Sessional Standing shall maintain this status until they retire or voluntarily withdraw. An employee who elects to withdraw from the Continuing Sessional Standing Program shall communicate such election in writing to Faculty Relations.

65	U2 Article 23 Various sections	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.	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 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.	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. (ii) For each of the 2017-2018 year, the 2018-2019 year and the 2019-2020 year, the Office of the Vice-President Academic and Provost shall make at least two (2) recommendations in 2017-2018, two (2) recommendations in 2018-2019 and two (2) recommendations in 2019-2020 of Affirmative Action Pool members. These recommendations will be for full-time faculty positions to the professorial or alternate tenure stream. A minimum of 1/3 of recommendations for appointments will be from among candidates who self-identify as a member of one or more of the designated employment equity groups. (iii) During this period, should any member of the Affirmative Action Pool be appointed to a tenure-stream position as a result of a normal search process, the hiring unit receiving the appointment will be entitled to receive incentive funding under Article 23.04(i).
65	U2 Article 23 Various sections	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.	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.	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. (ii) For each of the 2017-2018 year, the 2018-2019 year and the 2019-2020 year, the Office of the Vice-President Academic and Provost shall make at least two (2) recommendations in 2017-2018, two (2) recommendations in 2018-2019 and two (2) recommendations in 2019-2020 of Affirmative Action Pool members. These recommendations will be for full-time faculty positions to the professorial or alternate tenure stream. A minimum of 1/3 of recommendations for appointments will be from among candidates who self-identify as a member of one or more of the designated employment equity groups. (iii) During this period, should any member of the Affirmative Action Pool be appointed to a tenure-stream position as a result of a normal search process, the hiring unit receiving the appointment will be entitled to receive incentive funding under Article 23.04(i).
65	U2 Article 23 Various sections	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.	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.	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. (ii) For each of the 2017-2018 year, the 2018-2019 year and the 2019-2020 year, the Office of the Vice-President Academic and Provost shall make at least two (2) recommendations in 2017-2018, two (2) recommendations in 2018-2019 and two (2) recommendations in 2019-2020 of Affirmative Action Pool members. These recommendations will be for full-time faculty positions to the professorial or alternate tenure stream. A minimum of 1/3 of recommendations for appointments will be from among candidates who self-identify as a member of one or more of the designated employment equity groups. (iii) During this period, should any member of the Affirmative Action Pool be appointed to a tenure-stream position as a result of a normal search process, the hiring unit receiving the appointment will be entitled to receive incentive funding under Article 23.04(i).
65	U2 Article 23 Various sections	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.	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.	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. (ii) For each of the 2017-2018 year, the 2018-2019 year and the 2019-2020 year, the Office of the Vice-President Academic and Provost shall make at least two (2) recommendations in 2017-2018, two (2) recommendations in 2018-2019 and two (2) recommendations in 2019-2020 of Affirmative Action Pool members. These recommendations will be for full-time faculty positions to the professorial or alternate tenure stream. A minimum of 1/3 of recommendations for appointments will be from among candidates who self-identify as a member of one or more of the designated employment equity groups. (iii) During this period, should any member of the Affirmative Action Pool be appointed to a tenure-stream position as a result of a normal search process, the hiring unit receiving the appointment will be entitled to receive incentive funding under Article 23.04(i).

	<p>in 2016-2017 of Affirmative Action Pool members for full-time faculty positions to the tenure stream, with a minimum of six recommendations to the professorial stream over the three years. A minimum of six recommendations from among candidates who self-identify as a member of one or more of the designated employment equity groups will be made over the three years.</p>		<p>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 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) eight recommendations per year, 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</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, 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>
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			<p>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>(v) [New] New full-time faculty appointed pursuant to Article 24 will be appointed to hiring units they have regularly taught in as documented in their curriculum vitae.</p> <p>(vi) If an applicant is not recommended by the School or Department, a written explanation will be provided to the applicant upon request.</p> <p>(vii) [New] The Conversion selection process for both the Professorial and Alternate Stream will consist of the following steps: 1) Faculty Relations will send an electronic and paper notice to</p>	<p>23.2.3 APPLICATIONS An individual may apply for an SRC to the Dean or Principal or to a hiring unit or units. Applications will include a current CV and are expected to address the quality of the applicant's teaching.</p> <p>23.2.4 CROSS APPOINTMENT SRCs may be cross appointed between and/or among two or more hiring units. Hiring units may wish to discuss with cognate/sibling units, intra- or inter-Faculty, their needs and priorities and how they are currently met by the eligible employee.</p> <p>23.2.5 RECOMMENDATIONS TO THE VICE-PRESIDENT ACADEMIC AND PROVOST Units wishing to appoint an eligible employee to an SRC, either within a hiring unit or on a cross-appointed basis, will make a recommendation through the Dean to the Vice-President Academic and Provost. Recommendations will be forwarded to the Vice-President Academic and Provost on or before March 1 for appointments commencing the following July 1. Selection of applicants for recommendation and appointment will be based on the quality of the candidate's teaching and academic need in the unit(s) involved.</p> <p>23.2.6 RENEWAL Applications for renewal will be assessed by a committee of full-time faculty members in the hiring unit(s) on the basis of the unit's academic needs and the quality of an applicant's teaching and contributions</p>
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			<p>members eligible for conversion by October 1.</p> <p>2) Applicants will submit their applications as per 23.03.03.</p> <p>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.</p> <p>4) The conversions committee shall short-list candidates for an interview based on these four criteria (as per 3).</p> <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>	<p>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> <ul style="list-style-type: none"> • teaching and learning • the scholarship of teaching
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				<p>and learning,</p> <ul style="list-style-type: none"> • 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 Fallsafe Option</p> <p>If this is accepted by March 28, 2018, it is agreed that the Union may otherwise ratify the Collective Agreement without acceptance of the changes to 23 and 23.2 above and instead exercise an option to refer these issues to an interest arbitrator.</p> <p>Within 30 days following ratification of the renewal Collective Agreement the Union may provide notice in writing of its lack of acceptance of this provision of the Collective Agreement and its intent to instead proceed to binding interest arbitration on this provision.</p>
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			<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>
70	<p>Long Service Teaching Appointments (LSTAs) 24.02.1</p> <p>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>Long Service Teaching Appointments</p>	<p>24.02.1</p> <p>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</p> <p>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</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 for be offered to eligible applicants for September 1, 2018, in the 2018-2019 contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2019, and in the 2019-2020 contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2020. To the extent practicable a minimum of forty four percent (44%) of the total number of LSTAs over the three-year period will be made from among those who belong to one or more of the employment equity groups.</p> <p>...</p>		

	<p>24.02.4 Courses assigned as part of an LSTA are subject to the course cancellation provisions of article 12.16.1 – 12.16.2.</p> <p>24.05 LSTAs will be awarded on the basis of hiring unit teaching needs, quality of the applicants teaching file, and the applicant's number of years in the Affirmative Action Pool.</p> <p>24.07 In the 2014-2015 contract year a minimum of 7 LSTAs will for be offered for September 1, 2015, in the 2015-2016 contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2016, and in the 2016-2017 contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2017. To the extent practicable a minimum of one third of the total number of LSTAs over the three year period will be made from among those who belong to one or more of the four employment equity groups (i.e., aboriginal people, persons with disabilities, visible minorities and women).</p> <p>24.10 Employees holding an LSTA may submit a written application to renew the LSTA for another three-year term. Written applications must be submitted no later than January 31 of the third year of the LSTA (e.g., no later than January 31, 2013 for an LSTA that expires August 31, 2013. To be eligible for renewal applicants must have had their teaching reviewed by a</p>		<p>applicant's university-wide teaching experience and will consider the provisions of Article 12.05.4 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). 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</p>	<p>24.10 Employees holding an LSTA may submit a written application to renew the LSTA for another three-year term. Written applications must be submitted no later than January 31 of the third year of the LSTA (e.g., no later than January 31, 2017 for an LSTA that expires August 31, 2018). 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 <u>sevenly five</u>.</p>
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		<p>member of the full-time faculty in the hiring unit(s) pursuant to Article 24.06 above over the course of their current LSTA. Applications will be assessed on the basis of the quality of an applicant's teaching, evidence of which will include the review pursuant to Article 24.06 (July 17, 2015 / 13:25:49) 92366-1_YorkU_CUPE3903-2_p086.pdf .1.81 above. Applications will also be assessed on the basis of the unit's academic planning needs. All applications must also include a current CV. Applications shall not be unreasonably denied. The total number of LSTAs in any contract year will not exceed sixty.</p>		<p>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>	
72	<p>Memorandum of Settlement – Special Renewable Contracts (SRCs)</p>	<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>	<p>Renewal of the SRC program</p>	<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</p>	<p>Please see proposal 65 for employer's most up to date language on SRCs</p>

			<p>eligibility for sabbaticals) for SRCs shall remain as outlined in the existing article 12.32 of the YJFA 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>	
74	U2 12.05.5	New	<p>"Deemed qualified" language for high seniority members</p> <p>Union Counter presented February 28th 2018 Add to 12.05.4: ... (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 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>No. Have already limited the academic decision making as is - nothing wrong with obligation to demonstrate qualifications for a position</p>

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Equity

#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
83	12.04.2 (ii)	New	AMENDED NEW: Equity protection	<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 under-represented in the hiring unit for bargaining unit work, using the process and definition of intersectionality established in 5.03.</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>
83A 35	12.21 (iii)	Amend – add new iii)	NEW proposal Nov 13/17 to add equity protection	<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>	No

88	U1 22.04 U3 14.04	New	York to provide equity-group data on who is and is not accepted into graduate school	York will make every effort to encourage applications by, and admissions of, qualified 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	No. This is a request for academic / grad studies data and not employment data. Furthermore The University has just entered into an agreement 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
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.	AMEND & ADD: Family- & marital-status as reason for academic extension, clarity on priority pool funding, and MG.	A P.H.D student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation and who as a result have not completed their academic requirements, shall gain an additional 2 years of priority pool entitlement. Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15 10.	Employer counter proposal presented November 13 th A P.H.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 the 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	Employer counter 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

#	Article	Prior Collective Agreement	Proposed	Proposed Collective Agreement	Employer Counter Proposal
Communications and Union Rights					
				<p>Human Rights Code. All members shall have the right to union representation at each step in the accommodation process. The accommodation process is confidential.</p> <p>Where the Employer is reviewing or amending its procedures and/or otherwise if CUPE 3903 wishes, there will be consultation to discuss the process and best practices for accommodation.</p> <p>The employer and the Union will establish regular, and no less than quarterly, monthly meetings to review those accommodation requests and plans where union representation has been sought.</p> <p>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.</p>	<p>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.</p> <p>Counter proposal resented by Employer November 13th</p> <p>The Employer shall follow its procedures as may be amended from time to time in implementing the duty to reasonably accommodate to the point of undue hardship members' needs arising from the protected grounds listed in article 4.01 and/or the Ontario Human Rights Code. All members shall have the right to union representation at each step in the accommodation process. The accommodation process is confidential.</p> <p>Where the Employer is reviewing or amending its procedures and/or otherwise if CUPE 3903 wishes, there will be consultation to discuss the process and best practices for accommodation.</p> <p>The employer and the Union will establish regular, and no less than quarterly, meetings to review those accommodation requests and plans where union representation has been sought.</p>

	Number	Language	Change	Language
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
104	U1 15:15	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.	Unit 1 Research Costs Fund	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.	Employer Counter Proposal Reject and Hold Employer counter presented February 20th 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.
		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.		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.	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.

107	U1 15:16 U2 15:19 U3 19	Effective September 1, 2011, the employer agrees to contribute \$125,000 to the Professional Development Fund.	Amend and add Increase Professional Development Fund	Effective September 1, 2018, the employer agrees to contribute \$137,000 per contract year to the Professional Development Fund.	Effective September 1, 2018 the employer agrees to contribute \$150,000 to the Professional Development Fund per contract year. The purposes, criteria, procedures, eligibility and priorities for distribution of these monies shall be established by the Labour/ Management Committee. \$15,000 of this money shall be specifically earmarked for individual member activities while participating in the Career Advancement Program. The monies shall be handled by the union, in accordance with the decisions of the Labour/ Management Committee. An annual report on the disbursement of the monies shall be submitted in writing to the Labour/ Management and the Associate Vice-President Teaching and Learning. Any unspent monies shall roll over into the subsequent contract period.
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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	No

				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 CCIDs must agree to taking on additional students and are not required to do so	
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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 issues E 15.02.8 ADD NEW: Workplace hazards, including repairs to Automatic Door Openers, emergency lights, emergency call buttons will be addressed with 5 working days. A written follow up to	

				<p>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>	
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