

January 22, 2021

Employer January 22, 2021 Proposal for a Framework to Extend the York-CUPE 3903 Unit 2 Collective Agreement

- A. This proposal framework is tabled without prejudice to the Employer's tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations.
- B. This proposal framework is made without prejudice to the Employer's interpretation of collective agreement language in any current or future grievances.
- C. The final form of an extended collective agreement is subject to necessary housekeeping and administrative detail for numerical consistency, dates, cross-referencing of Article numbers and the like.

Proposed Framework

- 1. The collective agreement will be extended for those terms that do not otherwise expire at its conclusion for a three-year period ending August 31, 2023.
- 2. The extended collective agreement will be amended to adopt the use of the gender neutral and inclusive pronoun *they* throughout.
- 3. The extended collective agreement will be amended to include the following funds
~~The Employer and CUPE 3903 will discuss for possible inclusion in the extended collective agreement as set out in Paragraph 1 above, those items which expire or have no further application on the conclusion of the existing collective agreement; For clarity, the following is the list of these items:~~
 - (i) Article 15.12.1 – Childcare Fund
 - (ii) Article 15.25 – Sexual Violence Survivor Fund
 - (iii) Article 15.30 – CUPE 3903 Benefits Fund
 - ~~(iv) Article 23 – Conversion Program~~
 - ~~(v) Article 24 – LSTA Program~~
 - ~~(vi) Memorandum of Settlement – Special Renewable Contracts (“SRCs”)~~
- 4. The Employer and CUPE 3903 will discuss for possible amendment in the extended collective agreement as set out in Paragraph 1 above, the following Articles of the 2017-20 collective agreement:
 - (i) Article 15.27 Post-Retirement Benefits
 - (ii) Article 17.23 Domestic or Sexual Violence Leave
 - (iii) New definitional clause for intersectionality

5. The Employer and CUPE 3903 will discuss salary rates in each year of the extended collective agreement as in 1 above (Articles 10.02 and 15.03.1).
6. The Employer and CUPE 3903 will also discuss the value of funds that continue under the terms of the extended collective agreement.

Further the Employer and CUPE agree that the Tuition Costs Fund per Article 15.20 will be administered by the Professional Development Fund Committee of the Union.

7. Any agreements resulting from discussion of salary rates and discussion of funds per Paragraph 3, 4 and 5 and 6 above will be subject to the stipulated moderation period in the *Protecting a Sustainable Public Sector for Future Generations Act* (Bill 124).
8. Job Stability Programs

A. Joint Committee

By no later than May 1, January 31, 2021, a joint committee will be established with the purpose of making recommendations for a new job stability program in the York-CUPE 3903 Unit 2 collective agreement that would be in place of the Long Service Teaching Appointment (LSTA) Program described in Article 24 and the SRC Program described in the Memorandum of Settlement – Special Renewable Contracts (“SRCs”).

At the request of either party, the joint committee will also discuss the Continuing Sessional Standing Program (“CSSP”) with the purpose of making recommendations for mutually agreeable amendments to that Program.

The following principles will guide the joint committee’s recommendations for a new job stability program:

- Greater number of opportunities for contract faculty
- Whether by design or specific provisions, greater opportunities for BIPOC contract faculty
- More sustainable than existing job stability programs for contract faculty
- Need versus numbers driven
- Job stability within rather than outside the York-CUPE 3903 Unit 2 collective agreement

The joint committee will have five Employer and five Union representatives, and the parties will invite Christopher Albertyn to assist with the joint committee’s work, at a cost to be borne equally between the parties.

The joint committee will convene to begin its deliberations by no later than May 16, February 19, 2021 and will make its recommendations by no later than October 1 September 1, 2022. The joint committee's recommendations will be subject to each Party's approval process. As applicable, approved recommendations regarding a new job stability program and/or amendments to the "CSSP" will be incorporated into the renewal collective agreement succeeding the extended 2020-23 collective agreement on its expiry.

The timelines in the preceding paragraph reflect a commitment by the parties that the joint committee will, in good faith, meaningfully engage in its work and make its recommendations available to the parties prior to the commencement of negotiations for a renewal collective agreement beyond the expiry of the extended collective agreement.

B. 2020-23 Job Stability Programs

The 2020-23 collective agreement will be revised as follows:

- (i) With regard to the Affirmative Action program, at Article 23.04(ii) the language will be revised to indicate "...for each of the 2020-21 year, the 2021-22 year, and the 2022-23 year, the Office of the Vice-President Academic and Provost shall make at least two (2) recommendations in 2020-21, two (2) recommendations in 2021-22 and two (2) recommendations in 2022-23 of Affirmative Action Pool members for full-time faculty positions to the tenure stream".

Other than the change in reference to the applicable years, there will be no other changes except that the Parties may discuss the inclusion of language or the revision of existing language to provide opportunities for members of equity deserving groups through these programs.

- (ii) With regard to Long Service Teaching Appointments (LSTAs), at Article 24.07, in the 2020-21 contract year a minimum of seven (7) LSTAs will be offered for September 1, 2021; in the 2021-22 contract year a minimum of seven (7) LSTAs will be offered for September 1, 2022 and in the 2022-23 contract year a minimum of seven (7) LSTAs will be offered for September 1, 2023.

Other than the change in reference to the applicable years, there will be no other changes except that the Parties may discuss the inclusion of language or the revision of existing language to provide opportunities for members of equity deserving groups through these programs.

9. The Joint Working Group established pursuant to Section 43 of the November 3, 2018 Unit 2 Interest Arbitration Award to review issues relating to practicum courses (the "School of Nursing Joint Working Group") will continue its work on the same terms and conditions as set out in the Arbitration award during the term of the 2020-23 collective agreement. Issues reviewed by the School of Nursing Joint Working Group will include the need for replacements and timelines for issuing contract offers for assignments at external practicum sites.
10. If an agreement on an extension of the collective agreement is not reached and ratified by the parties by 5:00pm, March 15, 2021 ~~December 16, 2020~~ this proposal framework will be withdrawn.