

THE UNION HAS ADVISED THE EMPLOYER THAT IT INTENDS TO CONDUCT A SECRET BALLOT RATIFICATION VOTE IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF THE ONTARIO LABOUR RELATIONS ACT TO BE COMPLETED ON OR BEFORE MONDAY, MARCH 9, 2015 SUCH THAT IF RATIFIED THE STRIKE WILL END.

MARCH 7, 2015 YORK UNIVERSITY SETTLEMENT OFFER IN THE MATTER OF COLLECTIVE BARGAINING NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT FOR UNIT 2

B E T W E E N :

YORK UNIVERSITY  
(the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903  
(the "Union")

MEMORANDUM OF SETTLEMENT FOR A RENEWAL COLLECTIVE AGREEMENT – UNIT 2

1. The term of the renewal collective agreement shall be from the date of ratification to August 31, 2017 and shall have no retroactive effect whatsoever other than as expressly set out herein.
2. The Employer commits that In the event that it implements an automated benefit plan enrolment capacity for other employee groups, the University will undertake to implement automated benefit plan enrolment for employees represented by CUPE 3903. Should automated benefits plan enrolment be implemented for employees represented by CUPE 3903, it is expected that employees will continue to be responsible for manually enrolling dependents.
3. Following ratification, the Employer and CUPE 3903 will meet to discuss a change in Provider for the existing LTD benefit from RBC to the Provider contracted for other employee groups (currently Sun Life). In the context of a change in Provider, CUPE 3903 and the University further agree to discuss the cost implications of increasing the LTD benefit from the current level to 75% of wages at the approved start of the benefit.
4. The final form of the renewal collective agreement is 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 make the discussion of implementing online access to individual work histories, reviewing the blanket application process, and developing an online job application process a priority on the reconvening of the Joint Labour Management Committee following the ratification of 2014-17 collective agreement.
6. Upon ratification employees in the bargaining unit will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received

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from September 1, 2014 up to the date of ratification and what they would have received during the same period of time had the wage rates been increased effective September 1, 2014 by 1.5%.

7. In the event that LGBTQ is included as one of the designated employment equity groups under the collective agreement of any other York University employee group, LGBTQ will be added as one of the designated employment equity groups under each of the Unit 1, Unit 2 and Unit 3 collective agreements.

8. The Parties agree to the Return to Work Protocol attached hereto as Schedule "A"

1. COVER PAGE

Revise as per date of ratification and term of renewal collective agreement

2.a. TABLE OF CONTENTS

Revise as necessary as per terms of renewal collective agreement

2.b. ARTICLE 4.03.1 SEXUAL, GENDER AND GENDER INDENTITY HARASSMENT

Revise Article 4.03.1 as follows:

4.03.1 The union and the employer recognize the right of employees to work in an environment free from sexual, gender and gender identity harassment, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that sexual, gender and gender identity harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in her student status or employment status as result of suffering work-related sexual, gender or gender identity harassment.

In keeping with this objective the Parties agree:

- (i) to co-operate with the aims and purposes of the Centre for Human Rights;
- (ii) to co-operate with the Centre for Human Rights in the development of educational programs for CUPE 3903 members and contract administrators;
- (iii) to follow the procedures set forth in Article 4.03.4 respecting the separation of parties to a sexual and/or gender harassment dispute.

The employer further agrees:

- (iv) to continue to sponsor educational programs mounted by the Centre for Human Rights for the University community [with a view to developing a mandatory program including sexual harassment and sexual assault \(sexual violence\)](#); and
- (v) to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8.

2.c. EMPLOYMENT EQUITY COMMITTEE

Add the following sentence to the end of Article 5.03 (Employment Equity Committee):

[The Parties agree to make the definition of underrepresentation and the application of intersectionality data a priority for discussion on the reconvening of the Employment Equity Committee following ratification of the 2014-2017 collective agreement.](#)

3. ARTICLE 10.04 – SALARY RATES

Effective date of ratification, 2014 increase the September 1, 2013 rates by 1.5% ATB, for September 1, 2015 increase those rates by 1.5% ATB, and then for September 1,

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2016 increase those rates by 1.5% ATB

#### 4. ARTICLE 10.05 – TECHNOLOGY AND INSTRUCTION

##### Stet Article 10.05

##### 5.a. Article 10.06 – COPYRIGHT

Replace existing Article 10.06 -- Copyright with a new Article 10.06 – Intellectual Property as follows:

##### ~~10.06 – Copyright~~

~~10.06.1 – In principle, the employer agrees that, where applicable, contract faculty employees should have equitable, but not necessarily identical, protection over intellectual property as full-time faculty members.~~

~~10.06.2 – It is understood that, unlike full-time faculty employees, contract faculty are normally employed to carry out a specific piece of work. Where that work directly involves the production/preparation of copyrightable materials, the attendant issue of fees, who will bear the costs of production, the allocation of proceeds or deficits, and which party holds the copyright or how copyright is to be shared between the University and the individual, shall be the subject of a contract between them.~~

~~10.06.3 – It is understood by the Parties that the copyright provisions of the YUFA collective agreement, as amended from time to time, will be used, where appropriate, as a model in dealing with contract faculty and copyright issues.~~

##### Article 10.06 – Intellectual Property

##### Definitions

10.06.01 The following terms shall have the following meanings for the purposes of this Article 10.06:

“Administrative Material” means, in respect of any given employee, assessments, grading, reports, or correspondence (a) generated in the course of such employee’s normal administrative, teaching and service responsibilities, or (b) generated by such employee to assist in or to further the administration, operation, or management of the University. For clarity, such administrative material does not include instructor-created course material such as a course syllabus

“Covered Intellectual Property” means, in respect of any given employee, all Intellectual Property conceived, discovered, created, invented, authored, developed, or otherwise generated by such employee in the course of his or her employment or by using University facilities, resources, or staff, together with all Intellectual Property Rights related or otherwise associated therewith.

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**“Direct Support”** means any contribution by the University towards the generation of Intellectual Property or Intellectual Property Rights in excess of Ordinary Support, including, without limitation: (a) University funds, personnel, equipment, supplies, or facilities in excess of Ordinary Support; (b) time an employee is released from other regularly assigned duties or obligations; (c) the assumption of liability by the University; (d) additional remuneration in excess of an employee’s regular salary, stipends, allowances, and benefits; and (e) any contribution provided by the University pursuant to an agreement specifying such contribution as constituting Direct Support.

**“Intellectual Property”** means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including, without limitation and to the extent permitted by law, lecture courses and videos thereof, works, biological material, course material, books, manuals, recordings, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software (including computer programs in source and object form), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.

**“Intellectual Property Rights”** means any and all rights provided under (i) patent law; (ii) copyright law; (iii) trade-mark law; (iv) design patent or industrial design law; (v) semiconductor chip, integrated circuit layout, or mask work law; (vi) trade secret law and laws protecting confidential information; (vii) plant breeder rights law; and (viii) any other statutory provision or common law or equitable or other principle which may provide a right in intellectual property or the expression or use of intellectual property, but excluding, for greater certainty, any and all rights provided under privacy law.

**“Ordinary Support”** means the provision of an employee’s regular salary, stipends, allowances, and benefits, and the ordinary use of a normal academic environment comprising access to personnel, equipment, supplies, and facilities funded by regular Faculty operating budgets, as well as University libraries and computing facilities.

**“Proceeds”** means the revenue or other consideration from the sale, leasing, licensing, commercialization, or any other exploitation of any Intellectual Property or Intellectual Property Rights in Supported Intellectual Property.

**“Scholarly Works”** means academic and scholarly articles, publications, texts, and other works of authorship.

**“Supported Intellectual Property”** means, in respect of any given employee, such employee’s Covered Intellectual Property generated, in whole or in part, with Direct Support.

“Use” or “use” means in relation to any Intellectual Property to use, copy, adapt, or exercise any other Intellectual Property Rights in the Intellectual Property.

### Ownership

10.06.02 (1) Subject to any other agreement to the contrary, Covered Intellectual Property shall be owned by the employees. Other than for Administrative Material which the University is licensed to use under Article 10.06.03 and except as may not infringe or violate copyright or other applicable law, Covered Intellectual Property shall not be used or amended, edited, cut or in any way altered without the written consent of the employee(s) (or his or her authorized representatives or assigns) who own(s) the Covered Intellectual Property, except as otherwise specified hereunder.

(2) The University and employees will enter into agreements affecting the ownership of Covered Intellectual Property where:

- (a) Covered Intellectual Property is commissioned by the University;
- (b) Covered Intellectual Property relates to work editing a journal published by the University.

### Grant of License

10.06.03 Each employee hereby grants to the University a non-exclusive, royalty-free, perpetual, irrevocable, non-transferable, and sublicensable license to use his or her Administrative Material for the University’s normal, non-commercial, institutional purposes. Each employee further waives, in favour of the University, his or her moral rights in such Administrative Material, including, without limitation, the rights of integrity and paternity. In respect of works derived from an employee’s Administrative Material, the Employer shall seek the consent of the employee before publically attributing the authorship of such works to the employee, including in cases where such works have been altered.

### Direct Support

10.06.04 (1) The following provisions shall apply in respect of Supported Intellectual Property of an employee, subject to 10.06.04(2) below:

- (a) the Supported Intellectual Property shall be owned by the employee;
- (b) the employee shall disclose the Supported Intellectual Property to the University (Notwithstanding this paragraph, supported scholarly works shall be disclosed in accordance with 10.06.07);
- (c) until the cost of the Direct Support has been paid to the University, the University shall be entitled to receive seventy-five (75) percent of the Proceeds of any exploitation of the Supported Intellectual Property (excluding scholarly works);
- (d) in addition to the Direct support, the University shall be entitled to receive ten (10) percent of the Proceeds once the Proceeds earned following repayment of the Direct Support have exceeded \$100,000 (excluding scholarly works);
- (e) as between the employee and the University and except subject to the rights of the University pursuant to 10.06.04(1)(c), the employee shall

have control of the commercialization of such Supported Intellectual Property, including the right not to engage in commercialization activities; and (f) as between the employee and the University, the employee shall control whether or not applications or registrations are sought or obtained in respect of such Supported Intellectual Property, including, without limitation, patents and patent applications.

- (2) Prior to the provision of Direct Support, an employee and the University may enter into a written agreement to address at least the subject matter of Article 10.06.04(1). For greater certainty, such written agreement may vary and supersede, in any and all respects, the terms of 10.06.04(1).

### **Commercialization**

10.06.05 (1) Where an employee desires to collaborate with the University to commercialize Covered Intellectual Property, the parties shall enter into a written agreement. For greater certainty, neither party is obligated to enter into such agreement. Such agreements may vary and supersede the terms in this collective agreement.

- (2) Subject to any other agreement to the contrary, as between the University and any employee, and except in respect of such employee's Supported Intellectual Property, such employee shall be entitled to the Proceeds from the exploitation of such employee's Covered Intellectual Property.

### **Disclosure**

10.06.06 In addition to any other obligations of disclosure that may exist pursuant to this agreement or any other agreement, each employee shall disclose to the University his or her Covered Intellectual Property for which (a) there is an intent to explore commercialization, or there has been commercialization, or (b) applications or registrations therefor have been sought or obtained, including, without limitation, patents and patent applications, in accordance with policies published by the University from time to time. (Notwithstanding this clause, covered scholarly works shall be disclosed in accordance with the requirements for the submission of an updated CV elsewhere in this Collective Agreement.)

### **Contracting Out**

10.06.07 Notwithstanding any other provision of this collective agreement, employees and the University (and other third-parties, if applicable) may enter into agreements that relate to any Intellectual Property or Intellectual Property Rights, including, without limitation, any Covered Intellectual Property of any employee. The scope, validity, and enforceability of such agreements shall be in no way limited by the terms of this collective agreement, and may vary and supersede, in any and all respects, the terms herein, regardless of whether such terms herein explicitly contemplate such agreements. Such agreements may assign, transfer, license, or waive, any Covered Intellectual Property of any employee, and may have prospective and retroactive effect.

### **University Intellectual Property**

10.06.08 Nothing herein assigns, transfers, or licenses any Intellectual Property or Intellectual Property Rights of the University or any third parties.

**5.b. ARTICLES 10.11, 10.13, 10.14**

Revise Articles 10.11, 1013 and 10.14 as follows:

**10.11 DENTAL PLAN**

10.11.1

The employer shall contribute toward the yearly administration cost and eligible claims under an Administrative Services Only (“ASO”) Group Dental Plan for each employee.

10.11.2

The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of her appointment contract(s). Effective September 1, 2015 the employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of her appointment contract(s). This and any other provisions governing the removal of individuals from the Plan may be modified from time to time by the Labour/Management Committee.

**10.13  
DRUG PLAN**

10.13.1

The employer shall contribute toward the yearly administration cost and claims under an ASO Group Drug Plan for each employee.

10.13.2

The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of her appointment contract(s). Effective September 1, 2015, the employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of her appointment contract(s).

10.13.3

All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

**10.14  
VISION CARE PLAN**

10.14.1

The employer shall contribute toward the yearly administration cost and claims under an ASO Group Vision Care Plan for each employee.

10.14.2

The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for ~~four~~ five months after the expiration of her Appointment Contract(s). Effective September 1, 2015 the employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of her appointment contract(s).

10.14.3

All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by {C1276933.1}



the Labour/Management Committee.

## 6.a. ARTICLE 11 - POSTINGS

Revise existing Article 11.01.1 as follows:

11.01.1 As soon as practicable and no later than ~~January 31~~March 1 for the subsequent fall, fall/winter and winter courses, December 15 for subsequent summer courses, hiring units will post a Preliminary List of Courses that are planned for the following year and which as of this date have not been assigned to full-time faculty members or to contract faculty members through the Continuing Sessional Standing Program to teach. The list will be posted in the normal location for postings and sent to corresponding hiring units where upon receipt it shall be immediately posted and copied to the union. It is understood that this preliminary list is subject to change and cannot be relied upon. The Preliminary List of Courses list will be updated if necessary at least once before positions are posted.

Revise existing Article 11.02 as follows:

11.02 Positions shall be posted and archived electronically by the hiring unit in a location accessible to employees and the union. ~~on one of its bulletin boards with a copy to the union and to corresponding hiring units in the University where, immediately upon receipt, the positions shall be posted.~~ Each hiring unit will number its postings sequentially as a given number within a series. Hiring units will continue to maintain a bulletin board for information directed to employees in the bargaining unit.

- 11.02.1(i) Except as otherwise provided, all positions in Unit 2 shall be posted as they arise, clearly identified as Unit 2, and shall identify to the extent possible the course, the classification and reasonable qualifications of the position, the salary, the projected class enrolment (where relevant), and the application deadline. The qualifications for a position shall be stated as "required", "preferred" and "desirable." Projected class enrolments identified in postings may not exceed marker/grader assistance levels ("triggers") specified in Article 16.05.1.
- (ii) Training or orientation for a bargaining unit position, including training required as the result of the introduction of technological change, if required by the employer, shall be considered part of the duties and responsibilities of the position and shall not be considered a qualification for the position.
- (iii) In posting course director positions, specific texts or materials shall only be included in the Responsibilities section. The list of texts or materials shall not be so exhaustive as to infringe on academic freedom by preventing the course director from supplementing the text or materials or from presenting alternative perspectives or approaches.
- (iv) Where different types of positions in one course are posted together, the qualifications for those positions shall be listed separately, with the exception of

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team taught (team lecturers) courses.

## 6.b Article 11.04 (Postings)

Add new Article 11.04(b) as follows:

**11.04(a)** The Union may notify the Employer's Postings Officer of postings which in its view do not comply with the technical requirements of this article. The Postings Officer shall consult with the responsible union representative(s) within two working days of receipt of such notice, and if she has not already requested the appropriate hiring unit(s) to amend or re-post the particular posting(s) to the union's satisfaction, the Union may meet with the Chair or Dean to discuss the problems with the particular posting(s). At the Union's request, the Postings Officer shall attend such a meeting, where practicable.

**11.04(b)** A Joint Subcommittee of the Joint Labour Management Committee will be established following ratification of the 2014-17 collective agreement to address issues and concerns related to postings.

## 7. Add New Article 12.01

### **12.01 Continuing Sessional Standing Program**

#### **Eligibility**

Bargaining unit employees shall be granted Continuing Sessional Standing upon 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. Further:

- (i) All employees who met the criteria outlined above as of September 1, 2014 will be granted Continuing Sessional Standing effective the date of ratification of the 2014-2017 collective agreement.
- (ii) All employees with Continuing Sessional Standing will retain this status unless and until such status ends pursuant to the terms set out below.
- (iii) 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**

- (i) A list of employees who have Continuing Sessional Standing shall be produced by the Employer by October 1<sup>st</sup> of each year.
- (ii) On or before each November 1<sup>st</sup>, employees with Continuing Sessional Standing shall, for each applicable hiring unit, submit an updated curriculum vitae and provide notice of intent to participate in the Continuing Sessional Standing appointment exercise by filling out the appropriate section of the Blanket Application Form.
- (iii) By no later than January 22nd, a list of all of the courses identified for Unit 2 posting for the upcoming Summer, Fall and Winter Terms as of this date will be posted electronically in a location accessible to employees and the Union

- (iv) By no later than January 22<sup>nd</sup>, hiring units will offer employees who have provided notice of their intent to participate in the Continuing Sessional Standing Program courses from the posted list for which they are the most senior qualified candidate among employees participating in the Continuing Sessional Standing Program in the hiring unit according to the process in 12.03.1 and 12.03.2.
- (v) Offers of appointment will be copied to the other participating candidates in the hiring unit and all offers of appointment will be copied to the Union.
- (vi) A three week deadline will be provided for offers to be accepted, counted from January 22<sup>nd</sup>.
- (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.
- (viii) Following the conclusion of the Continuing Sessional Standing Program exercise, assignments which were not accepted will be posted during the common posting periods, together with other assignments not included in the Continuing Sessional Standing Program exercise.

### **Continuing Sessional Standing Program Guarantee**

Employees with Continuing Sessional Standing who have a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the previous 5 contract years and who are offered 2/3 or less of their average number of Type 1 or equivalent positions based on the previous 5 contract year period will, upon application, receive as a one-time payment of 1/4 of the rate for each position less than their average number of Type 1 or equivalent positions. For example, if an employee with Continuing Sessional Standing has an average annual teaching intensity of 3 Type 1 or equivalent positions over the previous 5 contract years and is offered 2 Type 1 or equivalent positions, then upon application the 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 1/8<sup>th</sup> the rate for each position less than their average number of Type 1 or equivalent positions.

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.

An employee who are twice offered 2/3 or less of their 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.

### **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 than 2 Type 1 or equivalent positions at the end of a three contract year period, she will no longer have Continuing Sessional Standing.

## **9. LONG SERVICE OVERRIDE**

Add a new Article 12.03.1(iv)(f) as follows:

Long-Service Override (LSO) shall not apply to appointments that would result in a displacement of a person who is a member of an employment equity group for bargaining unit work. The LSO shall apply if the appointment would be made to a person who is themselves a member of an employment equity group for bargaining unit work.

## **10. ARTICLE 12.03.2**

Revise existing Article 12.03.2 to read as follows:

12.03.2 Where the applicants for a position have no previous applicable prior experience or have equivalent applicable prior experience and meet the same levels of Required and/or Preferred qualifications as posted, the position shall be awarded to a candidate who is themselves a member of an ~~from among the four~~ employment equity groups.

## **11. ARTICLE 12.05 – INCUMBENCY**

Revise 12.05.1 as follows:

12.05.1 Notwithstanding the required and preferred qualifications, a candidate who has held a given position within the past 36 months shall be deemed to meet both the required and preferred qualifications for the position provided that the nature and/or substance of the course have not been substantially altered. For candidates who are members of the Affirmative Action Pool the latter time limit will be increased to 42 months. Similarly on the occasion of an employee returning to the bargaining unit from a contractually limited appointment of more than 36 months, the latter time limit will be increased to 42 months.

## **12. Article 12.11 – NOTIFICATION OF APPLICANTS FOR POSITIONS**

Revise existing Article 12.11.4 as follows:

12.11.4 A copy of the "Notice of Recommended Appointment" shall be made available for review by the union ~~sent to the union~~.

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**13. ARTICLE 12.14 – LATE APPOINTMENTS**

**Withdrawn - STET**

Revise 12.14.1 and 12.14.2 as follows:

**14. Add new 12.14.3 and renumber remaining clauses in 12.14 as follows:**

**Withdrawn**

**15. ARTICLE 12.20 – APPOINTMENT DATES**

Revise existing Article 12.20 as follows:

**12.20 APPOINTMENT DATES**

The appointment dates for contracts in the fall/winter session shall normally be 1 September to 30 April. Where an employee is required to work after the formal termination date, the employee shall receive individual notice of this work requirement as soon as possible and not later than 15 March. In the event of grade appeals or academic dishonesty cases, such notice is not required. Whenever such work exceeds two hours, it shall be compensated at the marker/grader rate. For required attendance at Academic Honesty meetings following the expiry of the contract, such notice will also not be required. This work will be compensated at the marker/grader rate. Such individual notice shall detail the specific duties to be performed and their expected date of completion. Where an employee is required to work after the formal termination date, the period of such work shall not be unreasonably extended.

**16. ARTICLE 12.21 – REQUEST TO DESIGN COURSE**

Replace existing 12.21 with a new 12.21 as follows:

**~~12.21 REQUEST TO DESIGN COURSE~~**

~~The parties agree that, in any department, there will be circumstances where it is desirable that the department request an individual to design a new course (including particular “special options” courses) to be approved by the appropriate University bodies. For an applicant to be appointed under this clause, the course must be approved by the Faculty Council or equivalent body before the appointment commences. Where a new course is so designed and approved:~~

~~—— (i) —~~

~~The department will provide the union with copies of all the relevant documentation as soon as is practicable and before the commencement of the appointment.~~

~~—— (ii) —~~

~~If the course is offered within 24 months of the approval required by Senate, that individual shall be appointed to that position regardless of the provisions of Article 11 and 12 regarding posting and hiring.~~

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~~\_\_\_\_\_ (iii)-~~

~~If the course is not offered within 24 months of approval or if, for reasons beyond her control, the individual is unable to teach the course if offered during that period, that individual shall be paid \$1,000. If the individual refuses an appointment in 12.21(ii), except as provided in 12.21(iii), and in the second and subsequent sessions in which the course is offered, the provisions of Article 11 and 12 regarding posting and hiring apply.~~

## **12.21 REQUEST TO DESIGN COURSE**

The parties agree that, in any department, there will be circumstances where it is desirable that the department request an individual to design a new course (including particular "special options" courses) to be approved by the appropriate University bodies or to re-engineer or transform an existing course into an on-line or blended course. Where a request by the Employer to design a new course or to transform an existing course into a blended or on-line course is made under this Article, the course designer will be provided with a one-time course designer payment equivalent to 1/8<sup>th</sup> the rate of a Type 1 Position for a 3 credit course and 1/4 the rate of a Type 1 Position for a 6 credit course and may be provided the opportunity to teach the newly designed or transformed course subject to the terms in (ii) below. :

(i) The department will provide the union with copies of all the relevant documentation as soon as is practicable and before the commencement of the appointment.

(ii) if the course is new and is offered within 36 months of the approval required by Senate or if the course has been transformed and is offered within 36 months of completion of the transformation of the course into an on-line or blended course, the course designer will be appointed as the course director the first two times the course is offered within this period if the course is a full course and the first three times the course is offered within this period if the course is a half course, regardless of the provisions of Articles 11 and 12.

If the individual declines an offer of appointment in 12.21(i) and is not otherwise prevented from teaching the course for reasons beyond his or her control, in subsequent sessions in which the course is offered the provisions of Article 11 and 12 regarding posting and hiring will apply.

No employee's incumbency in respect of a course will be adversely affected by the teaching of the course pursuant to (ii) above by another employee.

## **17. ARTICLE 13.07 – STUDENT EVALUATIONS**

**Stet Article 13.07**

## **18. ARTICLE 15.03.1 – AUTHORIZED REPLACEMENT**

Effective of date of ratification increase the September 1, 2013 rates by 1.5% ATB, for September 1, 2015 increase those rates by 1.5% ATB, and then for September 1, 2016 increase those rates by 1.5% ATB

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**19.a. 15.08 EXECUTIVE SERVICE**

Revise 15.08.3 as follows:

15.08.3 Employees shall be entitled to accrue 3 Type 2 applicable prior experience credits for every twelve months of service on the CUPE 3903 or national executive, including service on the CUPE 3903 executive or national executive served while a full-time graduate student employee in Unit 1 or Unit 3. Employees shall further be entitled to accrue 3 Type 2 applicable prior experience credits for service on the bargaining team, including service on the CUPE 3903 bargaining team while a full-time graduate student employee in Unit 1 or Unit 3. Service on the bargaining team must be for at least half of the bargaining session, and service greater than half but less than the full session shall be prorated in increments of 1 Type 2 applicable prior experience credit (i.e. credit will be 1, 2 or 3 Type 2 credits).

**19.b. ARTICLES 15.12.2, 15.12.3 – CHILD CARE**

For 2014-15, amend existing Articles 15.12.2 and 15.12.3 to add a one-time amount of \$10,000 in addition to the existing amount of "\$40,000."

Effective September 1, 2015 onward, add a new Article 15.12.4 Childcare Fund and renumber the balance of the Article:

15.12.4 – Child Care Fund

A Child Care Fund in the amount of \$200,000 will be made available in each of 2015-16 and 2016-17. The administration of the Fund will be referred to the Joint Labour Management Committee.

**20.a. Article 15.14 – Leave**

Revise Article 15.14 as follows:

**15.14 LEAVE**

For any four twelve-month periods since 2 January 1980 in each of which an employee has been employed as a contract faculty member in the equivalent of at least one Type 1 position, the employee shall be eligible for a total of twelve months complete or partial leave and shall accrue experience during the period of leave at a rate equivalent to the average rate of experience accrual during the two twelve-month periods immediately preceding the period of leave to a maximum of ~~four~~three course directorships or their equivalent. For the period of partial leave, total experience accrued, including experience accrued as actual teaching experience and experience accrued on leave, shall not exceed the average rate of experience accrual during the two qualifying twelve-month periods preceding the period of leave.

Leave shall be automatic upon written agreement of the hiring unit(s) and the Academic Employee Relations Officer as to eligibility and applicable prior experience to accrue during the period of the leave. Applications must be submitted to the hiring unit(s) and the Office of the Assistant Vice-President (HR&ER) at least two months before the term in which the leave is to take effect.

{C1276933.1}

## 20.b 15.15 RESEARCH LEAVES

Revise Article 15.15 as follows:

### 15.15 RESEARCH LEAVES

In each year of the collective agreement 2014-15, 2015-16 and 2016-17 an annual Research Leave Fund will be maintained at a value of the equivalent of 9 type 1 positions to provide up to three Research Leaves in each of those contract years for employees meeting the eligibility criteria for the Affirmative Action ("Conversion") Pool. For one of the Research Leaves starting in 2012-13 priority will be given to assist an employee in the completion of their PhD.

In addition to the above the Employer will award a Research Leave of 3 type 1 positions open to all members of the bargaining unit.

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

Research Leave applications shall consist of the following:

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

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

Over the three years a minimum of 1/3 of the awards among the applicants otherwise assessed as meriting an award will be made to applicants who self-identify as a member of one or more of the designated employment equity groups. In the event that the number of applicants assessed as meriting an award does not allow for 1/3 of the awards to be made to applicants who have self-identified as a member of one more of the designated employment equity groups the Research Leave Adjudicating Committee will so report to the Joint Labour Management Committee on an annual basis.

{C1276933.1}



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

**21. ARTICLE 15.16 – RESEARCH GRANTS FUND and ARTICLE 15.18 – TEACHING DEVELOPMENT FUND**

Revise Article 15.16 – Research Grants Fund and Article 15.18 – Teaching Development Fund to read as follows:

**15.16 – RESEARCH GRANTS FUND**

The Employer shall maintain a fund for the purpose of encouraging individual research and study and of defraying research costs incurred by members of the bargaining unit. Effective September 1, 2011 the amount allocated shall be \$190,000. Any unspent monies shall remain in the Fund for future distribution.

The Research Grants Fund shall have two categories:

1. Each Major Research Grant shall consist of an amount equivalent to the current salary rate of one course directorship. The number of such grants shall be determined by the Labour/Management Committee. Should a 'Cap Exempt' employee receive a Major Research Grant, she shall abide by the Cap on positions as set forth in Article 12.03.1(v) and (vi) during the academic year in which the grant is held. Successful applicants shall receive one Type 1 applicable prior experience credit and shall designate a position previously held to which she wishes the prior experience to be attributed.
2. All other Research Grants shall be in varying amounts up to \$8,000. Unless otherwise specified, the allocation of funds to the various research grants and the criteria for eligibility in the competitions for them shall be determined by the Labour/Management Committee.

All awards shall be based on the academic merit of the proposals submitted for assessment to the four person Selection Committee which shall consist of two members of the bargaining unit selected by the union, one full-time faculty member, and the Associate Vice-President (Research) or designate. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

Of the ranked applications otherwise assessed as meriting an award in each of the categories in 1 and 2 above, a minimum of 1/3 of the awards in each of the categories will be made to applicants who self-identify as a member of one or more of the designated employment equity categories. In the event that the number of applicants assessed as meriting an award does not allow for 1/3 of the awards to be made to applicants who have self-identified as a member of one or more of the designated employment equity categories, the Selection Committee will so report to the Joint Labour Management Committee.

## **15.22 – TEACHING DEVELOPMENT FUND**

The Employer shall maintain an annual Fund of the monetary equivalent of the current salary rate for two course directorships plus \$15,000 for the purpose of assisting employees to develop a new program of study, new courses and teaching materials, and/or their teaching skills.

The Teaching Development Fund shall have two categories:

1. Each Major Teaching Development Grant (to a maximum of two) shall consist of an amount equivalent to the current salary rate of one course directorship. To be eligible for this grant, employees must be in the bargaining unit or have been in the bargaining unit within the ten months preceding the application deadline, and they must have held at least one Type 1 or equivalent position(s), (or accrued applicable prior experience of one Type 1 position or equivalent positions under the leave provisions of 15.15) in each of the two twelve month periods ending 31 August preceding the application date.

Should a 'Cap Exempt' employee receive a Major Teaching Development Grant, she shall abide by the Cap on positions as set forth in Article 12.03.1(v) and (vi) during the academic year in which the grant is held. Successful applicants shall receive one Type 1 applicable prior experience credit and shall designate a position previously held to which she wishes the prior experience to be attributed.

2. All other Teaching Development Grants (to a maximum of 5) shall be \$1,000 each.

Eligible employees shall submit applications, including detailed proposals of the program or project they intend to undertake, by 1 February of each year. Grants shall be awarded for the fall/winter session on the basis of the academic merit of the proposal as assessed by a four person Selection Committee consisting of two members of the bargaining unit selected by the union, one full-time faculty member, and the Associate Vice-President (Research) or designate. Any unexpended monies shall be retained in the Fund.

Of the ranked applications otherwise assessed as meriting an award, a minimum of 1/3 of the awards will be made to applicants who self-identify as a member of one or more of the designated employment equity categories. In the event that the number of applicants assessed as meriting an award does not allow for 1/3 of the awards to be made to applicants who have self-identified as a member of one or more of the designated employment equity categories, the Selection Committee will so report to the Joint Labour Management Committee.

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

## **22. 15.26 -- POST-RETIREMENT BENEFITS**

Revise Article 15.26 as follows:

### **15.26 POST-RETIREMENT BENEFITS**

{C1276933.1}

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, defined for the purposes of post-retirement benefits only as the voluntary severance of the employment relationship with the University at or following date on which the employee first becomes eligible to receive a monthly pension from the York University Pension Plan, in the form of a retiree health care spending account as follows:

- a) each retiree's health care spending account will have an annual limit of \$1650;
- b) the total annual Employer contribution to cover post-retirement benefits over the term of this collective agreement is a maximum of ~~\$56,000 in 2011-12, \$70,000 in 2012-13, and \$84,000 in 2013-14~~ each of 2014-15, 2015-16 and 2016-17.

Any unspent portion of the Employer's annual contribution will be carried forward to the next year;

In order to be eligible for the post retirement benefits the employee must:

- a) be enrolled in the York University Pension Plan;
- b) provide written notice to Pensions and Benefits that she is retiring and permanently sever her employment relationship with the University in the Unit 2 bargaining unit;
- c) retire the first of the month following the end of her last unit 2 contract;
- d) elect to receive a monthly pension from the York University Pension Plan.

Employees who retire according to the terms of this article shall be accorded a continuation of email privileges, subject to availability.

### **23. ARTICLE 15.27 – FUND PROTECTION**

Revise first paragraph of existing Article 15.27 as follows:

There will be no diminution in the per employee amount in the funds listed below during the term of this collective agreement as a result of an increase in the number of employees in the bargaining unit as at October 1, ~~2012-2014, and~~ October 1, ~~2013, 2015, and~~ October 1, 2016. Growth in the number of employees will be measured on the basis of a two-collective agreement lag using October 1<sup>st</sup> as the date; for the 2014-17 collective agreement, growth in the number of employees will therefore be measured on the basis on which growth in the number of employees will be measured is of the number of employees as of October 1, 2008. In the case of the funds below where such is indicated, the basis on which growth in the number of employees will be measured is the growth in the number of employees who are eligible to use the funds. As an example of how this Article will apply, if the per employee amount available is \$10 based on 100 employees as of October 1, 2008 and the number of employees increases to 110 as of October 1, 2012, the fund will be supplemented by \$100 in the 2011-12 year of the Collective Agreement. If the number of employees is 90 as of October 1, 2013, no supplement will be required and the fund will be \$1000.

### **24. ARTICLE 15.23 – TRANS FUND**

Revise Article 15.23 to read as follows:

{C1276933.1}

### 15.23 – TRANS FUND

Effective September 1, 2011 the \$10,000 allocated to this Fund will be increased to \$20,000. Effective September 1, 2014 \$30,000 will be allocated to this Fund. 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.

### 25. ARTICLE 15.28 – CUPE BENEFITS FUND

Revise Article 15.28 to read as follows:

#### 15.28 – CUPE Benefits Fund

Effective September 1, 2011 the Employer will provide to CUPE 3903 the 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.

### 26. ARTICLE 19 – DURATION AND MODIFICATION OF AGREEMENT

Revise 19.01 as per term of renewal collective agreement:

19.01 This agreement shall continue in force and effect from the date of ratification to 31 August ~~2014~~ 2017 and shall be renewed automatically thereafter for periods of one year each unless either party notifies the other in writing within the period of ninety days before the agreement ceases to operate that it desires to amend or terminate this agreement. Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed or the right to strike or lock out accrues, whichever first occurs.

### 27. ARTICLE 20 – WAYS AND MEANS FUND

Revise Article 20 as follows:

#### 20 – WAYS & MEANS FUND

20.01 The employer will pay to the union \$40,245 upon ratification, \$42,245 for 2009-2010 and \$44,245 for 2010-2011 towards the union's Ways and Means Fund, which fund is administered by the Union. Effective September 1, 2014, the employer will pay to the union \$59,245 towards the union's Ways and Means Fund. Effective September 1, 2015, the employer will pay to the union \$74,245 for each year of the collective agreement.

In addition, \$10,000 will be allocated to the Fund each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer).

{C1276933.1}

## 28.a. ARTICLE 23.03 – SEARCH AND SELECTION

Add a new Article 23.03.4 as follows:

**23.03.4** In all cases candidates will identify the stream (Alternate, Professorial or both) to which they are applying and Units will identify the stream(s) they are recommending.

## 28.b. ARTICLE 23.04 – FUNDING (AFFIRMATIVE ACTION)

Revise Article 23.04 Funding as follows:

### 23.04 FUNDING

...

- (ii) For the ~~2011-2012~~ 2014-2015 year, the ~~2012-2013~~ 2015-2016 year and the ~~2013-2014~~ 2016-2017 year, the Office of the Vice President Academic and Provost shall make at least eight recommendations in ~~2011-2012~~2014-2015, eight recommendations in ~~2012-2013~~2015-2016 and eight recommendations in ~~2013-2014~~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. Over the three years a minimum of one recommendation from 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.

## 29. ARTICLE 24 – LONG SERVICE TEACHING APPOINTMENTS (LSTAS)

Modify Articles 24.01, 24.02.1, 24.02.2, 24.07 and 24.10 as follows:

### 24.01 ELIGIBILITY

Employees who effective September 1 preceding the date of the award of an LSTA, have been in the Unit 2 “Affirmative Action Pool” for a minimum of 5 years and who have taught at an intensity of an average of 2.5 FCEs over the three previous years (may include approved leaves) are eligible to apply for a Long Service Teaching Appointment.

**Employer proposal to change the eligibility criteria from a minimum of 5 years in the Unit 2 “Affirmative Action Pool” to a minimum of 2 years in the “Affirmative Action Pool” has been withdrawn; Article 24.01 is stet.**

### 24.02 TERM OF LSTAS AND COMPENSATION

#### 24.02.1

LSTAs will be awarded for a three year period and will consist of contract assignments comprising 3 full course equivalents in each of the three years of the term. Effective September 1, 2015, LSTAs will consist of contract assignments comprising a minimum of 3 full course equivalents and, subject to availability, up to 3.5 full course equivalents in each of the three years of the term, subject to the condition that the employee has incumbency in the additional 0.5 full course equivalent assignment or is qualified for and has taught the addition 0.5 FCE assignment 2 of the last 4 times it was offered. Effective September 1, ~~2011-2014~~ compensation for these 3 or 3.5~~three~~ full course equivalents will be the current applicable rate for the position plus an amount equivalent in value to 1/8<sup>th</sup> the rate of a Type 1 Position \$1600 per full course equivalent, ~~this amount to be increased to~~ {C1276933.1}

~~\$1850 per full course equivalent effective September 1, 2012 and \$2000 per full course equivalent effective September 1, 2013.~~

**24.02.2**

In assigning teaching positions ~~hiring units will first consider~~ assignments will first consist of courses in which the employee has incumbency or, where the employee meets the qualifications, has held the courses 2 out of the last 4 times ~~it wasthey were~~ posted in unit 2.

**24.07**

In the ~~2012-2013~~2014-15 contract year a minimum of ~~5~~7 LSTAs will for be offered for September 1, ~~2012~~2015, in the ~~2013-2014~~2015-2016 contract year a minimum of ~~5~~7 LSTAs will be offered to eligible applicants for September 1, ~~2013~~2016, and in the ~~2014-2015~~2016-17 contract year a minimum of ~~5~~7 LSTAs will be offered to eligible applicants for September 1, ~~2014~~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 (ie, aboriginal people, persons with disabilities, visible minorities and women).

**24.10**

Employees holding an LSTA may submit a written application to renew the LSTA for another three-year term. Written applications must be submitted no later than January 31 of the third year of the LSTA(eg, no later than January 31, 2013 for an LSTA that expires August 31, 2013).

~~For the current 7 LSTAs which are scheduled to expire on August 31, 2012, their LSTAs will, on an exceptional one-time-only basis, be extended to August 31, 2013. If they apply for and receive a renewal LSTA the renewal shall befor a two-year period.~~

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 ~~fifty-onesixty~~.

10. All outstanding proposals are withdrawn.

SIGNED at Toronto this 7<sup>th</sup> day of March, 2015

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
{C1276933.1}

\_\_\_\_\_

Per: Barbara Crow

Per: Lykke De la Cour

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Per: Shawn Brixey

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Per: Gregory C. Flemming

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Per: Barry Miller

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Per: Iouldouz Raguimov

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Per: Rob Lawson

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Per: Raj Virk

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Per: Mohan Mishra

**“SCHEDULE A”**

**YORK UNIVERSITY AND CUPE 3903 UNIT 2 RETURN TO WORK  
PROTOCOL**

1. There will be no discrimination, reprisals or penalties of any kind against any bargaining unit 2 employees (hereafter “employees”) by CUPE 3903 in connection with the strike, including the decision of an employee not to participate in strike activity.
2. The Employer will not discipline, discriminate, or take reprisals of any kind against any employees for participation in the strike.
3. Employees will complete their assignments pursuant to the Senate Policy on Academic Implications of Disruptions or Cessations of University Business Due to Labour Disputes or Other Causes, in particular, Section 3.2 Short Disruptions.
4. The strike commenced on Tuesday, March 3, 2015. Provided that the strike ends by no later than Monday, March 9, 2015 then employees in the bargaining unit who return to work on March 10 and act in accordance with paragraph 3 above will receive pay for the remainder of their assignment(s) in an amount equivalent to the full value of their assignment(s) from March 3, 2015 to the end of the assignment(s).
5. Any dispute regarding the interpretation of this protocol shall be referred to the grievance procedures provided in the collective agreement, beginning with step 4.