

July 16, 2021 4:00AM Employer Without Prejudice or Precedent Comprehensive Proposal for Settlement Only – Open for acceptance and signature until 11:59pm on July 16, 2021

IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT FOR UNIT 1

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 1**

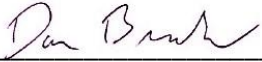
1. The Parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute and a renewal collective agreement. The parties’ respective negotiating committees agree to bring forward this Memorandum of Settlement for ratification in their respective decision making and voting processes. CUPE 3903 has advised that it will endeavour to complete and report back on the outcome of its ratification process by no later than 11:59 pm on July 23, 2021.
2. The term of the renewal collective agreement shall be from ~~the date of ratification~~ **September 1, 2020** to August 31, 2023. **Notwithstanding the term, no provision** shall have retroactive effect prior to the date of ratification other than as expressly set out herein.
3. Employees in the bargaining unit as of the date of ratification will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, 2020 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, 2020 by 1%. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.

4. Should all three of the CUPE 3903 renewal collective agreements be ratified by 11:59 pm on July 23, 2021, the Employer will Transfer \$80,000 from the Professional Development Fund to the Ways and Means Fund on a one-time, without prejudice or precedent basis.
5. Upon ratification of the renewal collective agreements, the Letter of Understanding at Schedule "D" will be implemented according to the terms therein. Should all three of the CUPE 3903 renewal collective agreements be ratified by 11:59 pm on July 23, 2021, the Employer agrees to pay CUPE 3903 by August 15, 2021, the equivalent of the salary of one course director applicable to all three bargaining units in accordance with paragraph 3 of the Letter of Understanding at Schedule "D" of each Memorandum of Settlement for a renewal collective agreement.
6. The renewal collective agreement shall be in the same form as the predecessor 2017-20 Collective Agreement other than as modified by Schedule "A", "B" and "C" to this Memorandum of Settlement.
7. All other proposals not included in this Memorandum of Settlement and its Schedules are withdrawn.
8. 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.
9. The Parties agree that notwithstanding the issuance of a no-board report, they will continue to operate in accordance with the existing Collective Agreement pursuant to the freeze provisions of section 86 of the Labour Relations Act up to the earlier of ratification or July 24, 2021. During this period the Employer agrees it will not exercise its right to request a final offer vote.
10. Following ratification, the Union will write to the Ontario Labour Relations Board within five (5) days and withdraw its Ontario Labour Relation Board applications 0737-21-U.
11. In recognition of the remote collective bargaining, this agreement may be signed in counterpart.

Dated in Toronto on July _____ 2021

For the Union:

For the Employer:



Dan Bradshaw,
Assistant Vice-President,
Labour Relations

"Leanne De Filippis"

"Lyndon Martin"

"Patrick Banville"

"Jodi Tavares"

"Gerald Audette"

"Kaylie Gordon"

Schedule "A" to Memorandum of Settlement for A Renewal Collective Agreement

Agreed Items

1. Article 15.17 – Agreed to Language – Signed Off

15.17 TUITION COSTS FUND

The Employer shall transfer \$12,500 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/ conferences related to their employment. Any unexpended monies shall be retained in the Fund.

~~The Tuition Costs Fund shall be administered by a four person committee consisting of two members of the bargaining units selected by the union, one full-time faculty member selected by the employer, and the Director of the Centre for Support of Teaching or designate, using criteria and procedures approved by the Labour/Management Committee~~ the Professional Development Fund Committee of the Union. An annual report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.

2. Article 15.29 – Agreed to Language – Signed Off

15.29 SEXUAL VIOLENCE SURVIVOR FUND

~~For the contract year Effective September 1, 2021 2018-2019, and each September 1 thereafter,~~ the Employer will provide to CUPE 3903's Trans Feminist Action Caucus a total amount of \$50,000 to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence.

By September 30, 2022 and by each September 30 thereafter, the Union will provide a report to the Office of Faculty Relations through the Labour/Management Committee indicating the amount of money that was spent in the previous 12-month period.

~~For the contract year 2019-2020, \$10,000 will be provided to CUPE 3903's Trans Feminist Action Caucus and \$40,000 will be provided to the Sexual Violence Response Centre. The Sexual Violence Response Centre will meet quarterly with the Union, or at reasonable request, to discuss access to and distribution of these monies.~~

3. Article 10.01.1 - Agreed to Language – Signed Off

ARTICLE 10 – POSITIONS AND RATES OF PAY

10.01.1 The parties recognize that the employer wishes to provide teaching opportunities for full-time graduate students. Such students will normally be employed

in tutor 1, tutor 2, tutor 3, tutor 4, tutor 6, tutor 7, or writing instructor positions. However, the employer reserves the right to appoint such students to no more than fifty fifty-five (55) course director positions (not including any course director positions to which full-time graduate students are appointed when there have been no suitably qualified candidates with applicable prior experience in Unit 2 for course director positions originally posted in Unit 2) during any twelve-month period ending 31 August. ~~Further, the employer reserves the right to appoint such students to an as yet undetermined number of additional positions in the Faculty of Education which will be based on the number of "net new" course director positions in the faculty, subject to a process to be worked out between the parties via the Labour/Management Committee. In the event that either the Faculty of Environmental Studies or the Faculty of Education does not use all of their allotted positions, they will not be transferable to, nor can they be borrowed by, other Faculties.~~ In identifying courses to be made available as ticketed course opportunities, hiring units will give first consideration to courses that were not taught by an employee in the Unit 2 bargaining unit in the immediately preceding contract year.

Notwithstanding Article 10.01.2, the employer further reserves the right to appoint such students to additional positions equal to one-third of the number of Research release-time stipends granted each year to holders of SSHRC Research Grants. If a hiring unit has an even number of research release-time stipends in a single year, the ratio shall be achieved by averaging the positions over two or more years.

The Administration will ensure – and verify through report – that released courses are being distributed on the basis of one Unit 1 ticket for each group of two Unit 2 replacement appointments. The courses filled must have been taught in the previous year by a faculty member on release, or by a faculty member now taking on courses of released colleagues, or courses that the faculty member on leave had been scheduled to teach. These Unit 1 tickets shall not exceed the fore noted ratio. The Administration will report as soon as the grants are accepted and again, when the appointments begin.

Effective 2015-16 the ticket application process is as follows:

- (i) PhD students wishing to apply for a ticketed course directorship will do so by January 31st using the standard Application for Teaching Assistantship Positions in Appendix F.
- (ii) Applications for ticketed course directorships will additionally include, along with the Application Form in Appendix F:
 - a. A letter indicating the applicant's interest in teaching a course; how teaching a course fits with the applicant's future career aspirations; the subject matter the applicant is most qualified to teach; and the term or terms in which the applicant would be available to teach the course;

- b. A statement from the applicant's supervisor indicating a ticketed course director position at this stage is appropriate and will not negatively affect the applicant's progress in the Program.
- c. Units may also require references from one or more course directors for whom the applicant has served as a teaching assistant.

Units may wish to provide additional guidance regarding item (ii)(a) above; such additional guidance will be communicated by the Unit to potential applicants.

- (iii) Programs will identify the potential ticketed course opportunities and will communicate the list of opportunities to applicants by no later than April 1. If the Program will have no ticketed course directorship opportunities, it will advise the applicants by no later than April 1. Applicants may indicate their preference for a specific opportunity by April 15.
- (iv) Applicants will be assessed ~~and ranked~~ on the basis of their applications. Units may optionally include an interview process; if an interview process is included, the interview process and its role in the applicant assessment will be communicated to applicants. In all cases, appointment decisions will be communicated to applicants by May 15.
- (v) Preference for appointments to ticketed course directorships will first be given to applicants in their upper years (year 4 and up) with the least prior experience as a ticketed course director. Units may ~~establish their own eligibility criteria with respect to year or years of program and/or also consider progress toward program completion among upper-year applicants;~~ any such ~~criteria consideration~~ will be communicated by the Unit to potential applicants.
- (vi) A minimum of two ticketed courses directorships will be made available to each faculty to ensure the equitable availability of ticketed course directorships among those faculties who may wish to use ticketed courses directorships.
- (vii) Giving preference first to qualified applicants in their upper years per (v) above, a minimum of 50% of the ticketed course directorships at the faculty level will be prioritized in each contract year for qualified applicants who self-identify as a member of one or more of the Equity Groups, as follows:
 - (a) A minimum of 50% of the Equity Group-prioritized ticketed course directorships will be further prioritized for qualified applicants who self-identify as Indigenous or racialized:

(b) In selecting between or among two or more qualified applicants who self-identify as Indigenous or racialized, or between or among two or more qualified applicants who self-identify as other than Indigenous or racialized first priority will be given to applicants who self-identify as a member of two or more Equity Groups.

(viii) Where there are no qualified applicants who self-identify as a member of an Equity Group, the ticketed course directorship will be awarded as set out in sections (iv-v) above.

4. Appendix F: Application for Teaching Assistantship – Agreed to Language

Effective November 1, 2021 revise Unit 1 Blanket Application to add the opportunity for applicants to add the pronouns by which to refer to them and to insert the University’s current self-identification survey distributed to new and continuing employees on a confidential basis:

APPENDIX F
APPLICATION FOR A TEACHING ASSISTANTSHIP POSITION
YORK UNIVERSITY
UNIT 1

(If you are registered at York as a full-time graduate student)

NAME		TELEPHONE	
<i>Surname</i>	<i>Legal name</i>	<i>Preferred name</i>	<i>Pronouns</i>
...			

Employment Equity (completion of this section is voluntary):

The information below is important for the CUPE 3903 Joint Employment Equity Committee. A high response rate is critical to the ongoing development of the CUPE 3903 Employment Equity Plan. We ask that you please self-identify by checking one or more of the boxes below and submit it to the departmental administrative assistant. Please note that in order for this information to be useful we need you to include your Employee Number.

~~Visible Minorities~~ ~~Aboriginal People~~ ~~Persons with Disabilities~~ ~~Women~~

Employee Number _____

Insert the University’s Self-Identification Survey sent to new and continuing employees on a

confidential basis:

A. Visible minorities (racialized) are persons, other than Aboriginal peoples, who are non-Caucasian in race or non-white in colour, regardless of birthplace.

Based on this definition, are you a visible minority (racialized)? Yes No

If yes, you are invited to check all that apply:

- Arab
- Black (e.g., African, American, Canadian Caribbean)
- Chinese
- Filipino
- Japanese
- Korean
- Non-White Latin American (including indigenous persons from Central and South America)
- Non-White West Asian (e.g., Iranian, Lebanese, Afghan)
- South Asian/East Indian (e.g., Bangladeshi, Pakistani, Indian from India, East Indian from Guyana, Trinidadian, Sri Lankan, East African)
- South East Asian (e.g., Burmese, Cambodian/Kampuchean, Laotian, Malaysian, Thai, Vietnamese, Indonesian)

B. Persons with disabilities are those that have a long-term or recurring physical, mental, sensory, psychiatric or learning impairment and who:

- a) consider themselves to be disadvantaged in employment by reason of that impairment, or
- b) believe that an employer or potential employer is likely to consider them to be disadvantaged in employment by reason of that impairment. This also includes persons whose functional limitations owing to their impairment have been accommodated in their current job or workplace.

Based on this definition, are you a person with a disability? Yes No

C. An Aboriginal (Indigenous) person is a North American Indian, Métis, or Inuit and/or a Treaty Indian or a Registered Indian and/or member of an Indian Band/First Nation.

Based on this definition, are you an Aboriginal (indigenous) person? Yes No

Senior Record of Completion Certificate (the “Certificate”) offered by the University’s Teaching Commons, subject to the following:

- (a) A Teaching Assistant must first obtain confirmation from their academic unit, for presentation to the Teaching Commons, that they have been assigned a current or upcoming Teaching Assistantship; and
 - (b) A Teaching Assistant must commence the Certificate offered by the University’s Teaching Commons prior to or during their upcoming or current Teaching Assistantship and must, as determined by the Teaching Commons, complete their Certificate in the same academic year in which they commenced their work towards the Certificate.
2. To receive the payment referenced at Paragraph 1 above, a Teaching Assistant will present the Certificate to their academic unit. Payment will be provided upon either:
 - (a) commencement of the first appointment following completion of the Certificate in the initial regular monthly payroll of the appointment; or
 - (b) During the appointment in which the Teaching Assistant completes the Certificate provided that the Teaching Assistant presents the Certificate to their academic unit no later than the last day of the month that precedes the last month of their appointment.
 3. Neither a Teaching Assistant’s participation in nor payment for completion of the Certificate shall form part of the employer-required training as set out in Article 10.02(ii) of the Collective Agreement. Participation in the Certificate per this Letter of Understanding is voluntary.
 4. Participation in the Certificate of Completion program will remain outside the scope of the bargaining unit and the Collective Agreement.
 5. No Teaching Assistant, up to the maximum set out in Paragraph 1, will be denied the opportunity to complete their Record of Completion Certificate on the basis of space availability in the workshops required for completion of the Certificate, so long as they complete their first workshop towards the completion of a certificate by January 31.
 6. **Article 15.13.4 – Agreed to language**

15.13.4 ~~A Child Care Fund in the amount of \$260,000 will be made available in each of 2018-19 and 2019-2020. Effective September 1, 2021, and every 12 months thereafter, the Employer agrees to contribute \$260,000 to the Childcare Fund annually. Allocations from the Fund will be made by the Union. An Annual Report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.~~

**Schedule "B" to Memorandum of Settlement for A Renewal Collective Agreement
Proposals Regarding Salary, Grant-In-Aid, Graduate Financial Assistance and Collective
Agreement Funds**

1. Article 10.04.1 (Salary Rates) and Article 15.04.1 (Authorized Replacement)

Increase salary rates and authorized replacement rates by 1%

- (a) September 1, 2020
- (b) September 1, 2021
- (c) September 1, 2022

2. Article 10.03.1 (Grant-In-Aid) – Agreed

Increase Grant-In-Aid by 1%

- (a) September 1, 2020
- (b) September 1, 2021
- (c) September 1, 2022

3. Article 10.12 (Graduate Financial Assistance)

Increase Graduate Financial Assistance in amount equivalent to 1%

- (a) September 1, 2020
- (b) September 1, 2021
- (c) September 1, 2022

4. Collective Agreement Funds – Units 1, 2 and 3

- a. Increase the following Funds by 1% in each of the 2020-21, 2021-22, and 2022-23 contract years:

Article 15.13.4	Childcare Fund – Agreed
Article 15.14	Graduate Student Bursary Fund – Agreed
Article 15.16	Professional Development Fund – Agreed
Article 15.20	UHIP Fund – Agreed
Article 15.22	Equity Fund – Agreed

Note: The renewal Collective Agreement will be updated to reflect agreed upon adjustments to funds as set out above.

- b. Increase the CUPE 3903 Benefits Fund and the Ways and Means Fund as follows:

		2020-21	2021-22	2022-23
Article 15.30	CUPE 3903 Benefits Fund	\$91,000.00	\$76,000.00	\$85,000.00
Article 20	Ways and Means Fund	\$47,072.07	\$51,442.80	\$54,827.22

Note: The renewal Collective Agreement will be updated to reflect agreed upon adjustments to funds as set out above.

5. Letter of Understanding re Wage Reopener

The Parties hereby understand and agree that in the event that the Protecting a Sustainable Public Sector for Future Generations Act, 2019 (“Bill 124”) is repealed, or successfully challenged through the courts such that it is of no force and effect and is not the subject of any ongoing appeal, during the term of the renewal collective agreement (i.e. at any point prior to August 31, 2023), the parties agree to re-negotiate the portions of those salary and compensation provisions of this collective agreement that were limited by Bill 124, but only to the extent permitted by law and having regard to the Employer’s financial position.

This Letter of Understanding will expire on August 31, 2023.

Schedule "C" to Memorandum of Settlement for A Renewal Collective Agreement

Other Proposals

1. Articles 12.06 and 12.07

12.06 NOTIFICATION OF APPLICANTS FOR POSITIONS

For appointment processes commencing subsequent to November 1, 2021, Each hiring unit shall post its hiring decisions, electronically in a location accessible to employees and the union, on the hiring unit's CUPE 3903 Bulletin Board the names of the persons offered/appointed to positions. Where practicable, this information will be posted ~~in the hiring unit~~ at least four weeks before the commencement of classes ~~with a copy to the union~~. For summer positions such electronically posted Notice will indicate which positions, if any, fulfil the employer's priority pool obligations.

12.07 WRITTEN OFFER OF APPOINTMENT

- 12.07.1 Appointments shall be made in writing by a letter or letters similar to the "Offer of Appointment" form contained in Appendix B. The employer shall send the appointee two copies of the "Offer of Appointment." If the appointee accepts the offer, one copy shall be signed and returned to the hiring unit, and the other will be retained by the appointee. A Revenue Canada TD1 form shall be included with the first "Offer of Appointment" sent to an employee for each academic session.
- 12.07.2 (i) When practicable, course directors shall be advised in writing of appointments two months prior to the beginning of the term in which the course will be offered in order to allow adequate preparation time offers of appointment for the Fall/Winter session will be issued by July 7, including ticketed course directorships.
- (ii) ~~When practicable, offers of appointment, other than course directorships, shall be issued at least four weeks prior to the start of the term in which the appointment is held.~~
- (ii) When practicable, offers of appointment for the Winter session will be made by December 1, including ticketed course directorships.
- (iii) When practicable, offers of appointment for the Summer Session will be made by April 1, including ticketed course directorships.

2. **Article 15.27**

15.27 CUPE 3903 Benefit Fund

On each of September 1, 2018 and September 1, 2019, Effective September 1, 2021, and every 12 months thereafter, the Employer agrees to contribute 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 by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.

3. **Article 17.21**

17.21 DOMESTIC, / SEXUAL, AND/OR GENDER-BASED VIOLENCE LEAVE

An employee may request and take a domestic, sexual and/or gender-based violence leave where they or their dependent child experiences or is threatened with domestic, or sexual and/or gender-based violence. This leave will be to allow the employee to seek medical attention, counselling, victim and support services, legal assistance or to relocate. The employee, if requested to do so, will provide reasonable proof signed by a qualified practitioner.

Upon approval of such a leave the employee will be entitled to a paid leave of up to six-thirty-fifths and the total leave may extend for up to the duration of the academic term. The details or extent of the violence threatened or experienced need not be disclosed to the Employer and the Employer will maintain confidentiality regarding the nature of the employee's leave. In the case of an extended absence beyond ten (10) days, the employee to the best of their ability, shall keep their supervisor informed of the anticipated date of the employee's return

4. **Article 4.03**

4.03 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT

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 **their** ~~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, Equity and Inclusion;
- (ii) to co-operate with Centre for Human Rights, Equity and Inclusion 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, Equity and Inclusion for the University community ~~with a view to developing a mandatory program including sexual harassment and sexual assault (sexual violence); and~~
- (v) to provide sexual violence awareness and prevention training through the Centre for Sexual Violence Response, Support and Education, with such training to be paid for in accordance with Article 10.02.2(ii); and
- (vi) to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8.

5. **Article 4.04**

Revise Article 4.04 *Racial and Ethnic Harassment* to update name from Centre for Human Rights to Centre for Human Rights, Equity and Inclusion, and position title from Director to Executive Director.

6. **Article 10.02**

Revise Article 10.02.2(ii) and Appendix A: TA Workload Form to provide for up to 5 hours of mandatory Occupational Health and Safety and AODA training within the 270 hours of a full TA assignment:

- 10.02.2 (i) All work of a teaching assistant assigned and/or approved by the course supervisor shall be included in the hours noted above. This work may include, but is not limited to, preparation for classes, preparation of written or audio-visual materials, attending lectures, teaching, leading discussions and supervising laboratories, rating students' work, holding office hours, consulting with students, invigilation of tests and exams, writing and grading tests, examinations and lab sets, grading essays, term papers and problem sets, setting up experiments, conducting field trips, and conferring with the supervisor as required by the teaching assistant's teaching duties.
- (ii) Any employer-required training or orientation of fewer than ten hours, or fewer than fifteen hours in the case of a first appointment as an employee of York University, shall be included in the hours specified in Article 10.02.1 and normally shall take place during the period of time that the employee holds the position. Such training may include up to five (5) hours of mandatory Occupational Health and Safety and AODA training, and Sexual Violence training. Any employer-required training or orientation of more than ten hours shall be reimbursed for those hours beyond ten hours, at the Overwork Rate. Where the employer is requiring that an employee attend training or orientation the employee will be provided with timely, advance notice.

APPENDIX A
TA WORKLOAD FORM –
ASSIGNMENT OF DUTIES TO TEACHING ASSISTANTS
(Original to Teaching Assistant, copy to Assistant to the Chair and Course Supervisor and CUPE 3903)

Course Supervisor Course

Teaching Assistant TA Position (e.g. Tutor, Marker/Grader etc.)

Sec./Tut. # and No. of Students Faculty/Hiring Unit
Per group (where applicable)

ASSIGNED DUTIES (AS TOTAL NUMBER OF HOURS)
(TAs need not be assigned duties in all categories)

A) POSSIBLE DUTIES	Details	Hours – 1st Mtg.	Hours – 2nd Mtg.

Tutorial, Lab, Studio Hours			
Lecture Attendance			
Office Hours			
Preparation			
Grading – Assignment/Test #1			
Grading – Assignment/Test # 2			
Exam Grading			
Meetings			
Invigilation			
Training (Up to 10 hours which may include up to 5 hours for mandatory Occupational Health and Safety and AODA, and sexual violence training)			
Training for a first-time employee of York University (up to an additional 5 hours)			
Email communications where required for the proper instruction of the subject matter of the course (e.g. computer skills and internet courses)			
B) POSSIBLE DUTIES WITH CONSENT			
Lecturing			
Email other than as described above			
Other (Please Detail)			
Total Hours (Max. 270/Full TAship)			

1st MEETING DATE: _____

2nd MEETING DATE: _____

7. Article 22.02.1

22.02 (i) The employer undertakes in consultation with the union to provide the union with information pertinent to the operations of the University and relevant to the bargaining unit, including, but not limited to, the following: (i) The electronic transfer, updated by 1 November each year, for current fall/winter appointments, by 1 March each year, for winter appointments, and by 1 July each year for summer appointments and with intermittent updates, as practicable, of a dataset of

contracts of bargaining unit members since 1 May 1983, containing the following information for each contract:

payroll number
name
address (as contained on the Payroll file)
telephone number (as available on the Payroll file)
Email address
sex

...

8. Article 10.16

10.16 DRUG & PARAMEDICAL SERVICES PLAN

- 10.16.1 The employer shall contribute toward the yearly administration cost and claims under an ASO Group Drug & Paramedical Services Plan for each employee.
- 10.16.2 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).
- 10.16.3 All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

9. Article 15.24

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, 2020 and October 1, 2021 and October 1, 2022. Growth in the number of employees will be measured on the basis of a two year collective agreement lag using October 1st as the date. For the 2020-2023 collective agreement, growth in the number of employees will therefore be measured on the basis of the number of employees as of October 1, 2014. 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, 2011, the fund will be supplemented by \$100 in the 2011-2012 year of the Collective Agreement. If the number of employees is 90 as of October 1, 2012 no supplement will be required, and the fund will be \$1000.

Funds:

- Article 15.13.2 and 15.13.3 Childcare Subsidies
- Article 15.14 Graduate Student Bursary Fund
- Article 15.15 Research Costs Fund
- Article 15.16 Professional Development Fund
- Article 15.18 Masters Bursary Fund (based on number of bargaining unit members in Masters programs)
- Article 15.19 PhD Completion (based on number of bargaining unit members registering for their final term of eligibility for full-time status in a doctoral program)
- Article 15.20 UHIP Fund (based on number of international students in the Unit 1 and 3 bargaining units)
- Article 20 Ways & Means Fund

In cases where a fund is scheduled to be increased by an amount separate from the application of this Article, the fund protection provisions of the Article will be applied to the fund prior to the scheduled increase. For example, if a fund were scheduled to be increased to \$200 but would otherwise be supplemented by \$10 through the application of the fund protection provisions of this Article, the fund would first be increased by \$10 before the scheduled increase to take the fund to \$210.

10. Article 10.07

Salaries, plus any grant-in-aid, shall be paid in equal monthly instalments over the period of the appointment and a statement of earnings and deductions shall be provided, also on a monthly basis. When an appointment has not been processed in time to effect payment on the normal payday of the first month, the employer shall make that payment as soon as practicable. An employee shall have the right to complete a Revenue Canada TD1 form.

Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies shall post the Grant-in-Aid monies to a student's account by no later than the 25th of every month.

11. Article 10.12

GRADUATE FINANCIAL ASSISTANCE Beginning September 1, 2015, all members of the bargaining unit who are visa students shall receive for each term in which they are registered

full time and pay fees \$1085 per term. Effective the 2017-18 contract year, this amount will be increased to \$1108, in the 2018-19 contract year to \$1132, and in the 2019-20 contract year to \$1158. Beginning in the Fall of 2012 \$925 per term. Beginning September 1, 2015 visa students in the second year of the priority pool or a later year in the priority pool will receive in each term for which they are registered and pay fees \$1295 per term. Effective the 2017-18 contract year, this amount will be increased to \$1322, in the 2018-19 contract year to \$1351, and in the 2019-20 contract year to \$1382. Beginning September 1, 2016 all other members of the bargaining unit shall receive for each term in which they are registered full-time and pay fees \$649 per term. Effective the 2017-18 contract year, this amount will be increased to \$663, in the 2018-19 contract year to \$678, and in the 2019-20 contract year to \$694. Beginning in the Fall of 2012 \$740. Beginning September 1, 2016 all other members of the bargaining unit in the second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full-time and pay fees \$814 per term. Effective the 2017-18 contract year this amount will be increased to \$831, in the 2018-19 contract year to \$849, and in the 2019-20 contract year to \$869. The Faculty of Graduate Studies will make best efforts to post the monies to the students' accounts by November 1 for the fall term, March 1 for the winter term and July 1 for the summer term.

Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies shall post the Graduate Financial Assistance monies to a student's account by no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term.

12. Letter of Intent #6

Effective September 1, 2014, 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, any employees in the bargaining unit who are registered full time and pay the higher fees will receive funding in an amount equivalent to the fee increase in order that their net income from salary, including negotiated salary increases, is not offset by the fee increase. Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies shall post the monies in connection with this funding to a student's account by no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term. Such funding shall not include the increases to Graduate Financial Assistance ("GFA") in the collective agreement and 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 and treated as if it was an additional amount of GFA that does not require the performance of work in exchange for the additional funding.

13. Article 10.18

The parties agree that dental, drug, vision care and family benefits will be provided through an ASO Plan administered by the York University Department of Total Compensation (Pension and Benefits).

Information about vision, extended health care and dental benefits can be accessed at the following website:

http://www.yorku.ca/hr/documents/benefits/CUPE_3903_Benefits_Active.pdf

<https://retire.info.yorku.ca/files/2019/11/cupe-3903-unit-1-2-3-and-4-active-2019.pdf?x89967>

Other Proposals – Albertyn Discussions

1. Article 5.03 – Employment Equity Committee

5.03.1 Employment Equity Committee

- (a) The Union and the Employer agree to continue to maintain an Employment Equity Committee, which will consist of three representatives of each party, including a senior designate of the Office of the Vice-President Equity, People and Culture and the CUPE 3903 Equity Officer. The Committee may invite additional participants. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. Where possible, Equity Groups identified in Article 5.03.3 may be included among the representatives.
- (b) The Employment Equity Committee's mandate will include setting goals and timetables for the elimination of discriminatory practices and systemic barriers to equal opportunity. Issues to be addressed will include recruitment of employees, selection procedures, job postings, Employer required and provided training, salaries and benefits, and working conditions (including accommodation for persons with disabilities).
- (c) Further to its mandate as set out at Article 5.03.1 (b) above, the Employment Equity Committee in consultation with the parties, will review and make recommendations in respect of the Employment Equity Plan for approval by the Parties. The Employment Equity Plan will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of Equity Groups as defined at 5.03.3(a). ~~and as measurable against External Availability Data defined in Article 5.03.3(c). Fair representation will be taken to mean achieving and maintaining a workforce that is representative of the~~

~~population of the Federal Contractor Program Equity Groups (defined below) and 2SLGBTQIA+ people, where the latter can also be measured against External Availability Data, in Toronto or Canada, whichever is proportionately higher.~~

- (d) By March 1 each year the Employment Equity Committee shall report to the Labour Management Committee on its activities and provide any recommendations for the consideration of the Labour Management Committee.
- (e) Pursuant to its mandate, the Employment Equity Committee will have access to the non-confidential findings of Internal Self-identification Representation Data defined in Article 5.03.3(e) below. The Internal Self-Identification Data will be correlated with employment-related information, including number of positions held, position type, and salaries for purposes of reporting to the Employment Equity Committee.
- (f) Pursuant to its mandate, the Employment Equity Committee may have regard to other sources of external data to review representation thresholds, including the General Workforce Population Equity Group Data in Article 5.03.3(d).¹
- (g) Pursuant to its mandate given representation thresholds achieved within the bargaining unit, the Employment Equity Committee may consider whether to recommend to the parties and recommend, as part of its annual review of the

¹ The parties acknowledge, solely for the purpose of the deliberations of the Employment Equity Committee, the following current data from reports commissioned by Statistics Canada or from the City of Toronto, provided by the Union, and for the General Workforce Population Equity Groups by Statistics Canada:

for Canada as a whole (and for General Workforce Population Equity Groups):

- a. Women: 50.4% (48.2%)
- b. Racialized people: 22.3% (21.3%)
- c. Indigenous Peoples: 4.9% (4.0%)
- d. Persons with disabilities: 22% (9.1%)
- e. 2SLGBTQIA+ (Homosexual and Bisexual): 3%

for Toronto (and for General Workplace Population Equity Groups):

- a. Women: 52% (48.7%)
- b. Racialized people: 52% (48.8%)
- c. Indigenous Peoples: 1% (0.8%)
- d. Persons with disabilities: 24.3%
- e. 2SLGBTQIA+: 4-5%

The Employment Equity Committee may obtain additional data particularly with respect to d. and e. above.

Employment Equity Plan, that the parties aim for a higher goal than currently prevails.

- (h) The Employment Equity Committee may review the appointment process set out in Article 12.04 of the Unit 2 collective agreement, and make such recommendations to the parties as it considers appropriate.
- (i) All data handled by the Employment Equity Committee will be in accordance with relevant privacy statutes.
- (j) Where issues of interpretation, data or process arise, the parties will review these at the Employment Equity Committee.

5.03.2 Terminology and Pronoun Use

- (a) The collective agreement has been amended to reflect ~~LGBTQ+~~ 2SLGBTQIA+ throughout.
- (b) Throughout the collective agreement, the parties have adopted the pronoun “they” to represent the singular in place of *she* and *he*.

5.03.3 Definitions

(a) Equity Groups

For the purposes of the Collective Agreement, Equity Groups are defined as:

- (i) Federal Contractor Program (FCP) Equity Groups: women, racialized groups (visible minorities) (“racialized”), Indigenous peoples (Aboriginal peoples) (“Indigenous”), and persons with disabilities; and
- (ii) ~~LGBTQ2+~~ 2SLGBTQIA+

Note: The parties have defined ~~LGBTQ+~~ 2SLGBTQIA+ as an Equity Group under the collective agreement and wish to remove any employment barriers and barriers for employees who self-identify as ~~LGBTQ+~~ 2SLGBTQIA+. The implementation of ~~LGBTQ+~~ 2SLGBTQIA+ as an Equity Group within the Collective Agreement will not interfere with the Employer’s Federal Contractor Program obligations or its collection of Internal Self-Identification Representation Data.

(b) Intersectionality

For the purposes of the Collective Agreement, Intersectionality means the classification of self-identification information for employment equity purposes,

considering combinations of two or more of the Equity Groups.²

(c) External Availability Data

For the purposes of the Collective Agreement, External Availability Data refers to the most recent Statistics Canada data for FCP Equity Groups by occupation for Canada as a whole or for Toronto, as the case may be.

(d) General Workforce Population Equity Group Data

The most recent available Statistics Canada data for FCP Equity Groups without regard to occupation for Canada as a whole and for Toronto, as the case may be.

(e) Internal Self-identification Representation Data

For the purposes of the Collective Agreement, Internal Self-identification Representation Data refers to the self-identification data collected via self-identification surveys of current employees conducted by the Office of the Vice-President Equity, People and Culture on a regular basis and Applicant Self-Identification Data defined below in (f).

(f) Applicant Self-Identification Data

For the purposes of the Collective Agreement, Applicant Self-Identification Data refers to the data the Employer collects from the self-identification form that applicants may complete in an application or selection process. A provision for voluntary self-identification is part of the Application for a Teaching Assistantship Position.

5.0.3.4 Use and Reporting of Data

(1) The following data establishes the foundation which the parties will rely on for decision-making in support of the mandate set out at Article 5.0.3.1(c):

(a) External Availability Data.

(b) Internal Self-identification Representation Data for the most recent consecutive three contract years for which the data is available as of the November 1 preceding the contract year for which appointment

² As background: Intersectionality is a way of acknowledging that there are multiple interlocking systems of power, privilege, and experiences of systemic discrimination based on race, gender, sexual identification, class, disability, etc. Most people are in multiple social categories and may have lived experiences of multiple forms of systemic discrimination. Intersectional analysis allows the parties to understand variations in the experience of inequality and privilege. An intersectional approach involves the Employer and the Union taking responsibility for workplace equity. This is consistent with the Ontario Human Rights Commission's approach to analysis that assumes an individual's experiences are based on multiple identities that can be linked to more than one ground of discrimination.

decisions will be made.

- (c) Internal Self-identification Representation Data available as of November 1 each year correlated with employment-related information, including number of positions held, position type, and salaries, per Article 5.03.1(d).
- (d) Applicant Self-Identification Data pertaining to the appointment and selection procedures or programs listed by Article number in (i-iii) below, which serves as the sole source of equity data for individual applicants in regard to these appointment and selection procedures or programs:
 - (i) Article 12.04.1
 - (ii) Article 12.04.2
 - (iii) Article 23 Affirmative Action

(2) The Employer will annually report on equity data as follows:

- (a) By December 1 each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-identification Representation Data broken down by department and faculty for the most recent consecutive three contract years for which the data is available as of the immediately preceding November 1, per Article 5.03.4(a)(ii).

Internal Self-Representation Data will be provided for individual academic units with 10 or more contract faculty members over the reporting period. For academic units with fewer than 10 contract faculty over the reporting period, the University will provide confirmation of whether that unit is below or has met the equity goal of fair representation for Equity Groups. Subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, for academic units with fewer than 10 contract faculty over the reporting period, Self-Representation Data will be provided for the Faculty as a whole, which serves as the basis for determining underrepresentation in these units per Article 5.04.4(b) below.

- (b) By December 1 of each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-Representation data correlated with information including number of positions held, position type, and salaries available

as of the immediately preceding November 1, per Article 5.03.1(d).

- (3) The Employment Equity Committee may ask for specific analyses in respect of the Internal Self-Identification Representation Data to support its activities. Such requests will not be unreasonably denied, taking into account availability of resources and/or costs that may be involved.

5.03.4 Underrepresentation

(a) Representation Thresholds

Unless otherwise agreed upon and, in order not to interfere with the Employer's FCP obligations, where the representation percentages are not lower than those for the FCP Equity Groups in the External Availability Data for Canada as a whole, underrepresentation shall be understood to mean fewer employees who identify as belonging to one or more of the Equity Groups than the External Availability Data for Toronto.

Informed by this understanding of underrepresentation, the representation thresholds for the FCP Equity Groups current as of March 1, 2021 are as follows:

Women:	56.4%
Racialized:	52.2%
Indigenous:	1.8%

Representation data for persons with disabilities is not available either for Toronto or nationally.

(b) Determination of Underrepresentation in Academic Units with Few Contract Faculty

Where the number of contract faculty teaching in an academic unit render the Internal Self-Identification Representation Data for the academic unit unavailable, subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, the Internal Self-Identification Representation Data for the Faculty as a whole will be used to determine the representation thresholds for the academic unit. Fewer than 10 contract faculty in an academic unit over the 3-year reporting period will be considered too few to make Internal Self-Identification Representation Data available for the academic unit.

5.03.5 Intersectional Application of Underrepresentation Thresholds

For the intersectional application of underrepresentation thresholds, under Article 12.04.2 of the Unit 2 collective agreement, the following will apply:

- (1) In academic units where there are fewer than 45.9% members in the academic unit employed in bargaining unit work who identify as women and there are fewer than 30.9% members in the academic unit employed in bargaining unit work who identify as members of a racialized group, then an applicant who self-identifies as a racialized woman (a woman who is a member of a racialized group) will be appointed.
- (2) If there are no racialized women applicants, then an applicant from the more underrepresented group (a woman or member of a racialized group) will be appointed.
- (3) If there are no applicants who self-identify as a member of either group or the academic unit has met both underrepresentation thresholds in (1), then an applicant who self-identifies as an Indigenous person or as a person with disabilities will be appointed.
- (4) If the academic unit has met the underrepresentation thresholds in (1) and there are no applicants from the FCP Equity Groups in (3) or there are no applicants from the FCP Equity Groups in (1) and (3), then an applicant who self-identifies as ~~LGBTQ+~~ 2SLGBTQIA+ will be hired.

Clarity Note: the Employment Equity provisions at Article 5.03 above were negotiated in the context of discussions with Unit 2. The parties acknowledge that not all provisions apply to Unit 1.

Schedule “D”

Letter of Understanding

Between

CUPE 3903 (“Union”)

And

York University (“the University”)

RE: Safe Return to Work in the Context of COVID-19

Whereas the University is engaged in ongoing planning for the phased return to campus following the easing of COVID-19 pandemic-related restrictions.

And whereas the Province of Ontario “the Province” will enter ~~entered~~ Step 2 3 of its “Roadmap to Reopen” on ~~June 30~~ July 16, 2021.

And whereas the University does not anticipate the regulatory framework (O. Reg 488520/21: Rules for Areas in Step 23) will result in any substantive change to the in-person teaching planned for the Summer 2021 term.

And whereas, although the Province will allow for larger capacity limits for in-person instructional activities, the University will not alter the structure or form of those courses that have been approved for Summer 2021 in the middle of the term.

And whereas, the University anticipates further guidance from the Ministry of Colleges and Universities (MCU) applicable to return to campus for the 2021-2022 academic year and is expected for ~~early~~ July for the post-secondary sector in Ontario.

And whereas, this guidance from MCU will be instrumental for the ongoing Fall and Winter 2021-2022 planning efforts as the University anticipates that recommendations about physical distancing and capacity limits, along with other issues (e.g., any potential travel restrictions for international students) will be provided.

And whereas the University will support Employees working on campus with ventilation systems circulating fresh air in accordance with the latest recommendations and guidance set by the American Society of Heating, Refrigerating and Air-Conditioning Engineers.

And whereas, the University will continue to observe all applicable public health guidelines as determined by the Province and by Toronto Public Health and the guidelines from any MCU communication.

And whereas, the University will continue to comply with all required municipal bylaws and provincial orders, including those that pertain to physical distancing, capacity limits for indoor/outdoor gatherings and events, screening, and the mask and face covering mandate.

And whereas the University is adopting appropriate measures and is engaged in robust and ongoing planning for a safe and healthy phased return to campus, as regularly communicated to the York community through the University's Better Together website.

Therefore, the Parties agree that:

- 1) This Letter of Understanding is reached in relation to the unique circumstances of the phased return to campus following the easing of COVID-19 pandemic-related restrictions and is without prejudice and without precedent to any and all future matters between the parties. For greater clarity, neither party shall seek to rely upon any term of this Letter of Understanding or any practice arising from the implementation of this Letter of Understanding in any other matter between the parties with respect to the interpretation of any collective agreement provision.
- 2) In light of the evolving circumstances related to the safe and healthy phased return to campus following the easing of COVID-19 pandemic-related restrictions a joint committee of up to six (6) representatives from both the Union's Executive and the Employer will meet in the monthly following the signing of this agreement, and will be scheduled to meet monthly over the Summer 2021 and Fall 2021 term to discuss the with the purpose of engaging in discussions related to the phased return to campus.
- 3) Employees who require medical and/or family status accommodation relating to the phased return to campus may seek accommodation in accordance with university processes (<https://fr.info.yorku.ca/cupe-3903/>) supported by the Employee Well-Being Office.
- 4) In order for CUPE 3903 to assist employees in the CUPE 3903 bargaining units with a safe return to work in the context of COVID-19, including those employees who require medical and/or family status accommodation, the Employer agrees to pay the union by August 15, 2021, the equivalent of the salary of one course director.
- 5) Nothing herein displaces any rights or responsibilities under the Occupational Health and Safety Act.