

**July 13, 2021 Employer Without Prejudice or Precedent Comprehensive Proposal for Settlement Only – Open for acceptance until 11:59 pm on Friday, July 16, 2021**

**IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT FOR UNIT 2**

**BETWEEN:**

**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, 2023 and shall have no retroactive effect whatsoever other than as expressly set out herein.
2. Immediately following ratification of the renewal Collective Agreement, \$80,000 shall be transferred from the Professional Development Fund to the Ways and Means Fund on a one-time, without prejudice or precedent basis.
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. Upon ratification of the renewal Collective Agreement the Letter of Understanding at Schedule “D” will be implemented according to the terms therein.


5. 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.
6. All other proposals not included in this Memorandum of Settlement are withdrawn.
7. 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.

Dated in Toronto on July \_\_\_\_\_ 2021


For the Union:

For the Employer:


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

### Agreed Items Signed by the Parties

1. **Article 15.20 – Sign Off on Agreed to Language**

#### **15.20 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 30<sup>th</sup> of each year.

2. **Article 15.25 – Sign Off on Agreed to Language**

#### **15.25 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.~~

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

**Proposals Regarding Salary and Collective Agreement Funds**

**1. Article 10.04.1 (Salary Rates) and Article 15.03.1 (Authorized Replacement)**

Increase salary rates and authorized replacement rates by 1%

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

**2. Collective Agreement Funds**

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

Article 15.12.4	Childcare Fund
Article 15.19	Professional Development Fund
Article 15.24	Equity Fund
Article 15.30	CUPE 3903 Benefits Fund
Article 20	Ways and Means Fund

**3. Remainder of Monetary Flexibility**

The parties agree to determine allocation of the remainder of the monetary flexibility amount of \$133,922.07 in 2020-2021, \$124,261.30 in 2021-2022, and \$136,720.86 in 2022-2023 to existing collective agreement funds as expeditiously as possible after ratification.

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

### Other Proposals

1. **Article 15.12.4**

~~15.12.4 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 30<sup>th</sup> of each year.~~

2. **Article 15.30**

**15.30 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 30<sup>th</sup> of each year.~~

3. **Article 10.04.2**

**"CLINICAL COURSE DIRECTOR"** shall be defined as an individual with current registration to practice as a Registered Nurse (RN) and whose primary activity is to provide practical instruction to students in clinical, lab and virtual space settings ["experiential learning settings"] on the application of practical knowledge, where the primary activity involves nursing practice, and the teaching, supervising (direct and indirect), and mentoring of students in the experiential learning settings, and associated duties that are directly related to the practicum such as: assessment/evaluation, communication with students and management or oversight of the learning environment.

4. **Articles 11.01.3 and 12.02**

11.01.3 The qualifications posted for all positions in the bargaining unit must be reasonable and demonstrably relevant to the posted position, including in cases where tutor positions are posted in Unit 1 and Unit 2. In the Department of Nursing, qualifications set with respect to ~~proof of~~ current

practice will be reasonably connected to the duties of the position.

## 12.02 APPLICATIONS

12.02.1 (i) All applicants for positions must apply directly and in writing, providing an updated application (specific or general, see Appendix F) and current curriculum vitae, unless a current curriculum vitae is already on file, to each of the hiring units in which she seeks employment. In the School of Nursing, applicants will be responsible for highlighting in a separate section of their current curriculum vitae any required current practice qualifications. A general application shall be submitted between 15 November and 31 January, and shall apply to all positions in the hiring unit for all academic sessions that commence during the twelve months following 31 January. The employer agrees to notify all employees of the dates for submitting general applications. The employer undertakes that no appointments shall be made prior to 31 January. Any applications submitted outside of these dates shall be specific to a particular position(s).

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**Note:** Consistent with, but not as part of the above proposal, starting with the 2021-22 posting exercises the School of Nursing would revise its postings for Clinical Course Director positions to substitute the current phrasing regarding Proof of Practice with new phrasing regarding the documentation of any required current practice qualifications. That phrasing would read as follows:

***Current practice, defined as 144 hrs worked in [type of care setting, e.g., acute pediatric care setting] over the last 12 months prior to the submission of this application. Applicants are required to highlight this required current practice qualification in a separate section of their current CV submitted with their application. This information will include***

- *the type of work (i.e., specific nature of the clinical practice)*
- *the location(s) where it was performed*
- *the number of hours completed*

## 5. Article 11.13

Subject to the limitations arising out of the confirmation of a practicum arrangement with a third party, placement confirmations for clinical course directors (CCDs) in the School of Nursing shall be posted at least ~~two~~ four weeks in advance of the start date.

6. **Article 17.23**

**17.23 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 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

7. **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 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, 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 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.

**8. 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.

**9. Article 22.02.1 - Information**

Revise Article 22.02.1 to provide for a third information report by 1 March of each year for Winter appointments:

- 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

...

**10. Article 10.13**

Revise Article 10.13 *Drug Plan* to include reference to paramedical services as follows:

**10.13 DRUG & PARAMEDICAL SERVICES PLAN**

- 10.13.1 The employer shall contribute toward the yearly administration cost and claims



under an ASO Group Drug & Paramedical Services 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.

**11. Article 11.05.2**

**Letter of Understanding: Article 11.05.2 – Major Modification to the Bachelor of Science in Nursing Program**

Pursuant to the School of Nursing's Major Modification to the Bachelor of Science in Nursing Program in response to the end of collaborative Nursing programs in partnership with Provincial colleges, the Parties agree:

For the purpose of reviewing new and revised postings for the School of Nursing degree programs arising from the Major Modification, to take effect September 2022, the parties agree to extend the timeline in Article 11.05.2 from two weeks to six weeks. This Letter of Understanding is without prejudice and without precedent to the rights of the parties

12.

**12. Article 15.15**

In each year of the collective agreement, ~~2014-2015, 2015-2016 and 2016-2017~~ 2020-2021, 2021-2022, and 2022-2023 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.

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**13. Article 15.29**

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 collective agreement lag using October 1st as the date; for 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 2011-12 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 15.12.2 and 15.12.3 Childcare Subsidies
- Article 15.16 Research Grant Funds
- Article 15.17 Conference Travel Fund
- Article 15.18 Teaching Development Fund
- Article 15.19 Professional Development Fund
- 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.

**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.
- (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 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+

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.

(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 Unit 2 blanket application. [For Unit 1 Collective Agreement: 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 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: 45.9%

Racialized: 30.9%

Indigenous: 1.4%

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.

## **2. Article 12.04.1**

Preamble: For the purposes of the 2020-2023 collective agreement, recognizing the shared goal of increasing representation in appointments of candidates who self-identify as Indigenous or Racialized the parties have agreed to prioritize appointment of such candidates as set out in 12.04.1(ii).

12.04.1 Appointments shall be made as follows:

- (i) In the exceptional circumstances in which a candidate for a position as course director or team lecturer is adjudged by the appropriate Dean or designate to be substantially and demonstrably more qualified, able and competent to perform the duties and responsibilities of the position than all other candidates for the position, that candidate may be appointed to the position. Where such a candidate is appointed, the hiring unit shall forward to the union the name of the successful candidate, their curriculum vitae, and any other non-confidential information that formed the basis of the hiring, with a copy to the candidate who otherwise would have received the position.
- (ii) Pool of Candidates with Required and Preferred Qualifications:
  - (a) Where no appointment is made under (i), then the appointment shall be made from among the candidates with the required and preferred qualifications, according to the provisions of 12.04.1(iv) and, for appointment processes commencing subsequent to September 1, 2021, according to the provisions of 12.04.1(ii)(b-g):



- (b) Where there is one or more candidates who as per Article 12.06.1 holds incumbency in respect of the course and are in the pool of candidates with required and preferred qualifications and who self-identify as Indigenous or racialized, and
- (c) Where the data indicates that the Academic Unit in which the appointment is occurring has not met the threshold targets for representation of Indigenous or racialized as per Article 5.03.4;
- (d) Then the appointment to the position shall be made to an Indigenous or racialized candidate; and If there is more than one such candidate the appointment shall be made according to the provisions in Article 12.04.1(iv);
- (e) Where such an appointment is made as per (d) and there is a candidate who does not self-identify as Indigenous or racialized and who would have otherwise been appointed to the position by virtue of their seniority and who has incumbency under Article 12.06(1) then such a candidate shall be dealt with under the Letter of Understanding re “Priority for Indigenous or racialized Candidates - Article 12.04.1”.
- (f) No grievance will be filed challenging an appointment made under (d).

(iii) Pool of Candidates with Required Qualifications:

Where no appointment is made under Article 12.04(ii) because no candidate has the required and preferred qualifications, then the appointment shall be made from among the candidates with the required qualifications and according to the provisions in Article 12.04.(iv).

- (iv) (a) The candidate with the most experience gained in applicable teaching, demonstrating, tutoring and marking within the University, subject to Articles 12.09 and 12.10, shall be appointed and, where applicable prior experience is equal, the candidate with the desirable qualifications shall be appointed, except in the case of:

**LONG-SERVICE OVERRIDE:**

- (b) Where a candidate has a total of at least five years of service in the bargaining unit in each of which they have accrued applicable prior experience for one Type 1 position or its equivalent as provided by 12.06 (ii), and have at least three more years of such service than the number of years of such service of the candidate otherwise entitled to the position as per (iv)(a), they shall be appointed;
- (c) Where there is more than one candidate in (b), the candidate with the most years of such service shall be appointed except as follows;
- (d) Where two or more candidates per (c) have equal years of such service, the candidate with the most applicable prior experience shall be appointed;

- (e) Where two or more candidates have equal years of such service and equal applicable prior experience, then the candidate with the desirable qualifications shall be appointed.
- (f) 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.

For the purposes of the Long Service Override, service in Unit 1, including service accrued per Article 15.08.3, or as a full-time faculty contractually limited appointment at York, or per Article 17.06.1, shall count as bargaining unit experience.

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**Letter of Understanding - Priority for Indigenous or racialized Candidates - Article 12.04.1**

The parties agree as follows:

1. Where a candidate who self-identifies as Indigenous or racialized is appointed in accordance with Article 12.04.1(ii), then the senior qualified candidate who does not so self-identify and who would have otherwise been appointed to the position by virtue of their seniority (“the Senior Employee”) and has incumbency under Article 12.06.1 will receive two-fifths of the salary for the position (“the Payment”), incumbency as though they taught the course, and the Applicable Prior Experience (APE) subject to the following:
  - (a) The relief described in paragraph 1 above will be provided to the Senior Employee once for any given course; and
  - (b) The Payment will not occur where the Senior Employee has a workload in the academic year in which these circumstances occur that is not less than their average workload over the previous three-year period or in the previous academic year (excluding any extended medical leave), whichever is higher.
2. No grievance challenging the appointment made under Article 12.04.1(ii)(d) shall result in the displacement of the senior

Indigenous or racialized candidate. Any relief to the Senior Employee will be restricted to paragraph 1 of this Letter of Understanding.

3. Data related to appointments and remedies made under this LOU shall be reported to the Employment Equity Committee by December 1 in each year in which this LOU is in effect, and the data shall constitute part of the review of the equity goals set out in article 5.03. Internal Self-Identification Representation Data will determine hiring for the following Summer, Fall, Winter.
4. This Letter of Understanding will expire with the commencement of the renewal collective agreement following the 2020-23 collective agreement, unless this Letter of Understanding is renewed by the parties.

### **3. Article 12.04.2**

- 12.04.2 (i) Where the applicants for a position have no previous applicable prior experience or have equivalent applicable prior experience and meet the Required and Preferred qualifications (or Required qualifications where no applicant has the Required and Preferred qualifications) as posted, the position shall be awarded to such an applicant who has self-identified as a member of one or more Equity Groups, using the process for the application of underrepresentation of intersectional thresholds as set out in Article 5.03.5.
- (ii) Save and except for courses taught under 12.22, when a position is being posted in a Hiring Unit for the first time, priority will be given to applicants with the most applicable prior experience that meet the Required and Preferred qualifications (or Required qualifications where no applicant has the Required and Preferred qualifications) as posted and who have self-identified as members of one or more Equity Groups, using the process for the application of underrepresentation of intersectional thresholds as set out in Article 5.03.5.

### **4. Without Prejudice – Joint Statement on Equity Issues**

Upon the negotiation of the 2020-23 York-CUPE 3903 Unit 2 Collective Agreement, the parties agreed that this document be placed in the Appendices of the 2020-23 Collective Agreement on a without prejudice basis relative to the interpretation or application of all other terms of the collective agreement:

1. During collective bargaining, the parties agreed on enhancements to provisions throughout the collective agreement on equity issues so that the administration of the collective agreement will better serve to increase the representation and inclusion of members of equity seeking groups.
2. The parties also recognized through collective bargaining that not all of their perspectives and aspirations are easily captured in a collective agreement, which ultimately is a legal document between the parties and must be written and administered as such. Collective agreement language setting out certain perspectives and aspirations may well have benefits, but it may also diminish the clarity of collective agreement language and thus interfere with the ease of administering certain provisions related to equity and thus interfere with the positive intentions behind such provisions.
3. Accordingly, the parties note as follows:
  - a. At Article 5.03.3(b) the parties have agreed to a definition of Intersectionality. While that definition has the benefit of clarity, CUPE had proposed a broader definition which in its view captured the social context in which intersectionality should be understood and thus the importance of the parties' recognition of intersectionality in the collective agreement. The Employer acknowledges that perspective. The parties agree that the definition placed in the collective agreement does not signify a choice of one definition over the other, but rather accepts the utility of the shorter definition at Article 5.03.3(b) for the purpose of collective agreement administration.
  - b. At Article 5.03.3(c) and (d) the parties have defined both:
    - External Availability Data; and
    - General Workforce Population Equity Group Data.

The former is intended to provide specific targets in the collective agreement, guiding the parties as to where internal data may reveal underrepresentation relative to the externally available contract faculty workforce, for which certain other provisions set out on the collective agreement are activated in order to address such underrepresentation.

The latter, while not applied in the administration of any provision of the collective agreement, is nevertheless helpfully defined as a resource for the Employment Equity Committee in order that the parties remain aware of the general population of Equity Groups within the broader society.

Specifically, the current General Workforce Population Equity Group Data are:

- i) for Canada as a whole:
  - a. Women: 48.2%

- b. Racialized people: 21.3%
- c. Indigenous Peoples: 4.0%
- d. Persons with disabilities: 9.1%

ii) for Toronto:

- a. Women: 48.7%
- b. Racialized people: 48.8%
- c. Indigenous Peoples: 0.8%

## **5. Article 12.01 – CSSP**

### **12.01 CONTINUING SESSIONAL STANDING PROGRAM**

#### **12.01.1 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.~~
- (iii) All employees with Continuing Sessional Standing will retain this status unless and until such status ends pursuant to the terms set out below.
- (iiii) 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.
- (iii) A list of employees who have Continuing Sessional Standing shall be produced by the Employer by October 1st of each year.
- (iv) Bargaining Unit Employees who are newly granted Continuing Sessional Standing will be advised of such by the Employer by October first of the academic year in which their Continuing Sessional Standing is granted.

#### **12.01.2 Appointment Process**

- ~~(i) A list of employees who have Continuing Sessional Standing shall be produced by the Employer by October 1st of each year.~~
- (i) On or before each November 1st, 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.

- (ii) 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
- (iii) By no later than January 22nd, 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~~ the selected candidate from among employees participating in the Continuing Sessional Standing Program in the hiring unit according to the appointment processes in Articles 12.043.1 and 12.043.2.
- (iv) 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.
- (v) A three-week deadline will be provided for offers to be accepted, counted from January 22nd.
- (vi) ~~Articles 12.03.1 (Long Service Override) and 12.03.2 (circumstances in which candidates have equal applicable prior experience) will apply and e~~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.

### **12.01.3 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 1/8th 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 is twice offered 2/3 or less of her average number of Type 1 or equivalent positions based on the previous 5 contract years and has received the two one-time payments described above may either elect to opt out of the program or accept the number of positions offered. An employee who elects to opt out of the Continuing Sessional Standing Program shall communicate such election in writing to Faculty Relations.

#### **12.01.4 Cessation of Continuing Sessional Standing**

Employees who meet the eligibility criteria for Continuing Sessional Standing shall maintain this status for a minimum of five contract years and shall continue in this status for successive five contract year periods provided that as of the September 1 at the end of each ~~3~~ five contract year period, ~~she has~~ they have a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the five contract year period just completed. In the event that the employee’s average annual teaching intensity is lower than 2 Type 1 or equivalent positions at the end of a five contract year period, ~~she~~ they will no longer have Continuing Sessional Standing.

Employees whose Continuing Sessional Standing is renewed will be advised of such by the Employer by October first of the academic year in which the renewal occurs.

### **6. Letter of Agreement - Transitional Continuing Appointment Program (TCA)**

#### **1. Eligibility**

This is a time-limited program for applicants who, as of the date of their application, have at a minimum:

- a. 20 years of service in the bargaining unit, except for applicants who self-identify as a member of one or more Equity Groups, in which case the eligibility is 15 years of service in the bargaining unit. A year of Applicable Prior Experience (APE) of at least 1 Type 1 or equivalent counts as 1 year of service in the bargaining unit for the purposes of this program.

- b. APE of 30 Type 1 or equivalent assignments in the last 15 years, except for applicants who self-identify as a member of one or more Equity Groups, in which case the eligibility is APE of 20 Type 1 or equivalent assignments in the last 10 years.
- c. APE as used in this program is as defined in Articles 12.07 (i)-(ii) and 12.08(i), (iv) and (v).
- d. Persons who have elected to retire from a York University position outside the bargaining unit are not eligible for a Transitional Continuing Appointment.

Further, to be eligible for the severance portion at Section 4 of this Letter of Understanding, an applicant may not have previously received or additionally receive (including per the Letter of Understanding: Severance) any other form of severance or retirement or resignation incentive or payment from York University.

## 2. Terms of the Transitional Continuing Appointment

A transitional continuing appointment (TCA) provides either a two-year or three-year transition to retirement and severance of employment from the University. The TCA has an annual teaching assignment commitment which for a:

- a. Two-year TCA decreases a teaching assignment commitment in the first and second year, following which the TCA holder retires and receives severance according to Section 4 (Severance) below; or
- b. Three-year TCA decreases a teaching assignment commitment in the second and third year, following which, the TCA holder retires and receives severance according to Section 4 (Severance) below.

TCA holders shall not apply for nor be appointed to any other position in the CUPE 3903 Unit 2 bargaining unit during the period of the TCA.

The initial teaching assignment commitment is based on the applicant's average number of teaching assignments during the previous 5 contract years:

Average number of Type 1 or Equivalent assignments	Teaching Assignment Commitment (Number of Type 1 or Equivalent assignments)
2.0 – 2.4	2.0
2.5 – 2.9	2.5
3.0 or higher	3.0



Applicants who have had a minimum average of 3.5 Type 1 or equivalent assignments over the previous 5 contract years, the most recent 3 years of which are in the academic hiring unit(s) in which the TCA is sought, may apply for a TCA with an initial teaching assignment of 3.5 Type 1 or equivalent positions.

Applicants who have had a minimum average of 4.0 Type 1 or equivalent assignments over the previous 5 contract years, the most recent 3 years of which are in the academic hiring unit(s) in which the TCA is sought, may apply for a TCA with an initial teaching assignment of 4.0 Type 1 or equivalent positions.

These options are as follows:

<u>3.5 -3.9 or higher in the academic hiring unit(s) where appointment is sought</u>	<u>3.5</u>
<u>4.0 or higher in the academic hiring unit(s) where appointment is sought</u>	<u>4.0</u>

In each year of either a two-year or three-year TCA, the TCA holder will be remunerated based on the initial teaching assignment commitment.

**For a Two-year TCA:**

The TCA will be assigned teaching as follows for each of the two years:

Teaching Assgn. Commitment (# of Type 1 or Equi assgn)	Year 1 Assigned teaching	Year 2 Assigned teaching
2.0	1.5	1.0
2.5	2.0	1.5
3.0	2.5	2.0
3.5*	3.0	2.5

4.0*	3.5	3.0
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\*Please see eligibility criteria above for an initial teaching assignment of 3.5 or 4.0 Type 1 or equivalent positions.

**For a Three-year TCA:**

The TCA will be assigned teaching as follows for each of the three years:

Teaching Assg Commitment (# of Type 1 or Equi Assg)	Year 1 Assigned teaching	Year 2 Assigned teaching	Year 3 Assigned teaching
2.0	2.0	1.5	1.0
2.5	2.5	2.0	1.5
3.0	3.0	2.5	2.0
3.5*	3.5	3.0	2.5
4.0*	4.0	3.5	3.0

\*Please see eligibility criteria above for an initial teaching assignment of 3.5 or 4.0 Type 1 or equivalent positions.

Course reductions through the Transitional Continuing Appointment Program as set out above will be deemed to be courses taught in calculating credited service.

A TCA may be held in one or two ~~academic~~ hiring units, and teaching assignments made expressly to meet the teaching assignment commitment will not be posted. The hiring unit(s) shall be noted in the offer.

The Employer shall provide individuals with the opportunity to request preferred courses and shall make best efforts to assign individuals to their preferred courses.

The Employer shall have sole discretion in the assignment of the teaching positions based on the teaching needs of the Faculty or hiring unit(s), except where necessary to meet accommodation needs, the final decision on course assignment shall rest with the Employer.

### 3. Applications

- The Employer will provide notice to all individuals who meet the eligibility requirements in section 1, above by September 30 of each year of the program.

Individuals who meet the minimum service-based eligibility requirements at paragraph 1 above, may apply to the ~~academic unit(s)~~ hiring unit(s) in which they wish to hold a TCA.

a. Applications must be submitted by:

- i. November 1, 2021 for continuing appointments commencing September 1, 2022; or
- ii. November 1, 2022 for continuing appointments commencing September 1, 2023; or
- iii. November 1, 2023 for continuing appointments commencing September 1, 2024

Applicants must indicate whether they are applying for a two-year or three-year TCA.

- b. TCAs will be awarded based on the ~~academic~~ hiring unit or units' ability to meet its or their teaching assignment commitment to the TCA holder over the two-year or three-year term. Applicants will submit a Blanket Application Form and an updated CV. ~~Applicants may submit additional information such as experience with different course formats, modes of delivery and pedagogies, examples of innovative practices or course design, or syllabi to assist the unit(s) in determining appropriate teaching assignments.~~

*[Note to draft: Blanket Application Form to be amended to include a check box for the TCA program during its operation]*

- c. Academic Hiring units will make recommendations on the application(s) to the Dean or Principal, or designate, who will make final appointment decisions. No application will be unreasonably denied.
- d. Applicants who are offered and accept a TCA are, at the time of accepting the offer, required to provide irrevocable notice of intent to sever their employment relationship with the University effective the September 1<sup>st</sup> immediately following the conclusion of their TCA.

### 4. **Severance**

TCA holders will receive a severance payment at the conclusion of the TCA payable as a retiring allowance and calculated based on the initial teaching assignment commitment at the prevailing CD rate multiplied by:

0.72 for a two year TCA

0.60 for a three year TCA

## 5. Post-Retirement Benefits

Where an applicant accepts a TCA and provides irrevocable notice to sever their employment relationship with the University per 3.d above, with a copy to Pension and Benefits, such an applicant will be deemed to have fulfilled their written notice responsibilities in accordance with Article 15.27 should they wish and be otherwise eligible to receive Post-Retirement Benefits.

## 7. Letter of Agreement - Time-Limited Severance Program for Long-Service Contract Faculty (TLSP)

### 1. Eligibility

Employees who, effective September 1, 2020, have at a minimum:

- a. 30 years of service (i.e. in which one Type 1 or equivalent assignment has been held at York University)
- b. APE of 45 Type 1 or equivalent assignments in the last ~~15~~ 25 years
- c. 1 Type 1 or Type 1 equivalent assignment in the bargaining unit in each of ~~8~~ of the last ~~10~~ 3 years

Further, to be eligible for the severance portion at Section 3 of this Letter of Understanding, an applicant may not be a York University retiree or hold a full-time position at York University or elsewhere at the time of application or have previously received or additionally receive (including per the Letter of Understanding: Severance) any other form of severance or retirement or resignation incentive or payment from York University.

### 2. Severance

The employment relationship with York University of an individual who elects to accept severance per this Program is terminated effective the date of receipt of such monies and the employee loses entitlement to all applicable prior experience and years of service that

~~she they has~~ have accumulated up to that time, for any and all purposes under the provisions of the collective agreement.

### **3. Severance Payment**

Participating individuals will receive severance in a total amount equal to the individual's highest total earnings in the bargaining unit in any of the last ~~three~~ five contract years, payable as a retiring allowance.

### **4. Applications**

This program will be available on a one-time basis for a period of ~~3~~ 6 months following the ratification of the renewal 2020-2023 collective agreement or following the approval of Management Board of Cabinet, if required as per Bill 124, whichever is the later. Applications should be made to the Office of the Assistant Vice-President Labour Relations.

If an application is made during a term in which the individual has assignments, the severance will take effect on the first of the month following the conclusion of the term. If the applicant does not have assignments in the term in which the application is made, the severance will be effective the first of the month next following the month in which the application is made.

Applicants who intend to commence receipt of a York pension following the severance of their employment relationship with the University should ensure that they have taken the appropriate steps through the Pension and Benefits Office to begin receiving pension.

## **8. Article 23 – Affirmative Action**

23.01 In recognition of the substantial contribution to the University community made by long-term employees, and of the obstacles that have faced these employees in their attempts to find academic employment, the parties have agreed to establish Affirmative Action Program as outlined below. The parties agree that this Program is an ongoing commitment. In addition, in order to more fully expand opportunities for these employees, the employer and the bargaining agent of the full time faculty (YUFA) have agreed to Article 12.31(b) of the YUFA collective agreement concerning Affirmative Action for Members of the CUPE 3903 Affirmative Action Pool.

### **23.02 AFFIRMATIVE ACTION**

23.02.1 Definition – All bargaining unit members at York University who meet the following criteria:

- (i) have at least five years of service to the University and who, from 1 May 1983 to

30 April in the year preceding the current contract year, held at least 1 Type 1 position in each of four years and a total of at least 12 Type 1 or equivalent positions over those four years; or

- (ii) have at least ~~five~~ three years of service to the University and who, from 1 May 1983 to 30 April in the year preceding the current contract year, held at least ~~2~~ 3 Type 1 positions in any ~~three~~ four years and at least ~~9~~ 7 type 1 or equivalent positions in any ~~four~~ three years and who belong to at least one Equity Group of ~~the four employment equity groups (i.e. aboriginal people, persons with disabilities, visible minorities and women)~~ shall be eligible for inclusion in the Affirmative Action Pool.

23.02.2 Identification – The criteria for inclusion in the Affirmative Action Pool shall be submitted to the Labour/Management Committee which will identify those individuals who qualify. The Committee shall afford to all those employees who believe that they meet the criteria an opportunity to satisfy the Committee as to their eligibility.

### 23.03 **SEARCH AND SELECTION**

23.03.1 Units wishing to appoint a particular eligible employee to a probationary-tenure position, either within a Unit or on a cross-appointed basis, may apply through the Dean to the Vice-President Academic for approval of a position and an allocation of monies from the Fund per Article 23.04(i).

23.03.2 Units wishing to have a special search directed to the pool of eligible employees may apply through the Dean to the Vice-President Academic for approval of a probationary-tenure position and an allocation of monies from the Fund per Article 23.04(i).

23.03.3 An individual may apply for a probationary tenure-stream position to a Dean/Principal. Where an application is submitted directly to a Dean/Principal the Dean/Principal will consult with the relevant hiring unit(s) concerning the application.

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

### 23.04 **FUNDING**

- (i) The employer shall provide incentive funding to a hiring unit(s) recommending an affirmative action pool member to a tenure stream position. This funding will normally cover the differential between the starting salary of the appointment and the cost of three full course directorships. The employer shall make \$130,000 available in incentive funding in each year of the collective agreement.

- (ii) For appointments commencing on each of the 2018-19 year and the 2019-20 year July 1, 2022 and July 1, 2023 the Office of the Vice-President Academic and Provost shall, make at least two (2) recommendations in 2018-19-2021-22 and two (2) recommendations in 2019-20-2022-23 of Affirmative Action Pool members for full-time faculty positions to the tenure stream. A minimum of one recommendation in each of the two years will be prioritized for from among candidates who self-identify as Aboriginal (Indigenous) or as a member of a visible minority (racialized group) a member of one or more of the designated equity groups will be made over two years. Where in either of the two years, the Office of the Vice-President Academic and Provost is unable to make a recommendation with respect to a prioritized candidate who self-identifies as Aboriginal (Indigenous) or as a member of a visible minority (racialized group), the next priority will be to make a recommendation with respect to a candidate from one or more of the other Equity Groups.
- (iii) During this period, should any member of the Affirmative Action Pool be appointed to a tenure-stream position as a result of a normal search process, the hiring unit receiving the appointment will be entitled to receive incentive funding under Article 23.04(i).
- (iv) Normally, tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by January 15 for appointments commencing the following July 1.
- (vii) If an applicant is not recommended by the School or Department, an explanation will be provided to the applicant on request.

## **9. Letter of Agreement - Job Stability Program**

### **A. Joint Committee**

By no later than September 1, 2021, a joint committee will be established with the purpose of making recommendations for a new job stability program in the York-CUPE 3903 Unit 2 collective agreement that would be in place of the Long Service Teaching Appointment (LSTA) Program described in Article 24.

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

- Greater number of opportunities for contract faculty
- Whether by design or specific provisions, greater opportunities for Indigenous and racialized contract faculty
- More sustainable than existing job stability programs for contract faculty

- Need versus numbers driven

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

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

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

#### B. Long Service Teaching Appointments

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

#### C. Supplementary Equity-Focused Long Service Teaching Appointments

In addition to the LSTAs offered in B above, in each of the 2021-22 contract year and in the 2022-23 contract year a minimum of two (2) LSTAs will be offered to candidates who, as of September 1 preceding the date of the appointment, meet the service and teaching intensity criteria described below, with priority to candidates who have self-identified as Indigenous (Aboriginal) or as racialized (visible minority):

- a minimum of five years of service (i.e., in which one Type 1 or equivalent assignment has been held at York University); and
- a minimum teaching intensity of an average of 2.5 FCEs over the previous three years (may include approved leaves).

Where in either of the two years, the Office of the Provost & Vice-President Academic is unable to make a recommendation with respect to a candidate who self-identifies as Indigenous (Aboriginal) or as racialized (visible minority), the next priority will be to make a recommendation with respect to a candidate from one or more of the other Equity Groups.



The minimum of two additional LSTAs in each of the 2021-22 contract year and in the 2022-23 contract year are conditional upon ratification of this Memorandum of Settlement for a Renewal Collective Agreement by no later than July 16, 2021.

D. Continuing Sessional Standing Program (Article 12.01)

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

Further with respect to the CSSP, while the parties engage in joint committee discussions and for the duration of the 2020-23 Collective Agreement in circumstances where by March 15<sup>th</sup> hiring units identify courses for Unit 2 posting for the upcoming Fall and Winter Terms, that had not been identified by January 22, the procedures set out in Article 12.01, Appointment Process, (ii) through (iv), shall be repeated, and a two-week deadline will be provided for offers to be accepted, counted from March 15<sup>th</sup>.

E. Affirmative Action (Article 23)

In recognition of the parties' agreement to a joint committee to examine job stability for contract faculty, the employer offers to provide two additional conversion appointments retroactive for the 2020-2021 collective agreement year. These two additional conversion appointments combine with those in Article 23.04 (ii) to provide for a total of six conversion appointments over the life of the three year 2020-2023 collective agreement. The two additional conversion appointments are conditional upon ratification of this Memorandum of Settlement for a Renewal Collective Agreement by no later than July 16, 2021.

**10. Article 15.27 - POST-RETIREMENT BENEFITS**

The Employer agrees to provide post-retirement benefits coverage for Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement, defined for the purposes of post-retirement benefits only as the voluntary severance of the employment relationship with the University at or following the date on which the employee first became 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 \$1800 and \$2000 effective January 1, 2022;
- b) the total annual Employer contribution to cover post-retirement benefits over the term of this collective agreement is a maximum of \$100,000 ~~in~~ each year, and

\$111,000 effective May 1, 2022 and thereafter.

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 a minimum of three months' written notice to Pensions and Benefits that they are retiring and permanently severing their employment relationship with the University in the Unit 2 bargaining unit;
- c) retire no later than ~~five~~ 12 ~~the first of the~~ months following the end of their last unit 2 contract; and
- 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.

**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” entered Step 2 of its “Roadmap to Reopen” on June 30, 2021.

And whereas the University does not anticipate the regulatory framework (O. Reg 488/21: Rules for Areas in Step 2) 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 for a safe and healthy phased return to campus.

Therefore, the Parties agree that:

- 1) Up to six (6) representatives from both the Union's Executive and the Employer, will meet in the month following the signing of this agreement, and will be scheduled to meet monthly over the Summer 2021 and Fall 2021 term with the purpose of engaging in discussions related to the phased return to campus.
  
- 2) Employees who require medical and/or family status accommodation relating to the phased return to campus may seek accommodation in accordance with university processes supported by the Employee Well-Being Office.