

CUPE 3903 Proposal Package – as of July 2, 2021: *These proposals are tabled without prejudice to the Union’s tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations, and the Union’s interpretation of collective agreement language in any current or future grievance. Unless otherwise agreed any article or provision expiring during the life of 2017-2020 Collective Agreement is hereby renewed.*

WAGES, BENEFITS AND FUNDS				
#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER PROPOSAL
1	Sunlife Policy Package	Vision-care	April 21: Proposal to increase vision-care entitlements per registrant to \$435, effective September 1, 2020; to \$470, effective September 1, 2021; and to \$500, effective September 1, 2022.	
2	U1 10.03.1 U3 10.02	Grant-in-Aid (GIA)	July 2: Union agreed to Employer’s proposal	July 1: Proposal to increase Grant-in-Aid rates by an amount equivalent to an increase of 1% each year of the collective agreement, effective September 1, 2020
3	U1 10.04.1 U2 10.04.1 U3 10.02	Wages	March 19: Proposal to increase salary and authorized replacement rates by 1% each year of the collective agreement, effective September 1, 2020. Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Collective Agreement with respect to compensation. July 2: Union agreed to Employer’s proposal on 1% increase but holds firm on the wage reopener clause	July 1: Proposal to increase salary and authorized replacement rates by 1% each year of the collective agreement, effective September 1, 2020.
4	U1 10.07	NEW: Penalty for late GIA payments	July 2: <u>Except in exceptional circumstances, Grant-in-Aid payments should be deposited no later than the regular pay day for each contract month.</u>	
5	U1 10.12	NEW: Increase GFA and	July 2: Proposal to increase GFA rates by an amount equivalent to an increase of 1% each year of the collective agreement, effective September 1, 2020.	July 1: Proposal to increase GFA rates by an amount equivalent to an increase of 1% each year of the collective agreement, effective September 1, 2020.

			The Faculty of Graduate Studies shall 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.	
6	U1 10.18 U2 10.15 U3 10.10.4	Link to PDF doesn't work/ URL isn't accurate	<p>March 19: 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).</p> <p>Information about vision, extended health care and dental benefits can be accessed at <u>via following:</u> https://hr.info.yorku.ca/</p> <p><u>Click on Current Employees, which then requires a Passport York login; that brings you to https://yulink-new.yorku.ca/</u></p> <p><u>Under Employee Resources, click on Pension & Benefits; that brings you to https://yulink-new.yorku.ca/group/yulink/pension-and-benefits</u></p> <p><u>Under My Benefit Enrolment, you'll find a link to the PDF of "Active Benefits Booklet--unit 1, 2 and 3"</u></p>	
7	U1 10.21 U2 10.17 U3 10.10 (6)	NEW: Remove the \$2000 limit on paramedical benefits	<p>March 19: <u>The Employer shall contribute toward the yearly administration cost and claims under an ASO Group Paramedical Plan for each employee. The employer will pay 100% of the costs of each paramedical category, up to a maximum of \$3000.</u></p>	
8	U1 10.20 U2 10.15 U3 10.09(4)	NEW:	<p>May 21: Proposal to have orthodontics be considered an eligible expense under the ASO Group Dental Plan.</p> <p><i>*Current paramedical language is not included in the CA, so orthodontics would be included in the list of dental procedures that are covered.</i></p>	

9	U1 15.13.4 U2 15.12.4 U3 15.09.3	Childcare Fund: determining amount and fund becoming permanent	July 2: Agreed to the Employer's proposal.	July 1: 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.
10	U1 15.14	Graduate Student Bursary Fund: determining amount	July 2: Agreed to the Employer's language	July 1: Proposal to increase Graduate Student Bursary Fund by an amount equivalent to an increase of 1% each year of the collective agreement, effective September 1, 2020.
11	U1 15.16 U2 15.19 U3 19	Professional Development Fund: determining amount	July 2: Agreed to the Employer's language.	July 1: Proposal to increase the Professional Development Fund by an amount equivalent to an increase of 1% each year of the collective agreement, effective September 1, 2020.
12	U1 15.17 U2 15.20 U3 10.12	Clarify Tuition Cost Fund adjudication process	March 29: 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	March 29: Agreed to the Union's language

			<p>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 Labour/Management Committee by no later than September 30th of each year.</p>	
13	U1 15.20 U3 23	UHIP Fund: determining amount	July 2: Agreed to the Employer's language.	July 1: Proposal to increase the UHIP Fund by an amount equivalent to an increase of 1% each year of the collective agreement, effective September 1, 2020.
14	U1 15.22 U2 15.24 U3 25	Equity Fund	July 2: Agreed to the Employer's language.	July 1: Proposal to increase the Equity Fund by an amount equivalent to an increase of 1% each year of the collective agreement, effective September 1, 2020.
15	U1 15.27 U2 15.30 U3 22	Extended Health Benefits Fund: determining amount anmaking the fund permanent	<p>April 21: On each of September 1, 2018 and September 1, 2019, Effective September 1, 2020, the Employer will provide to CUPE 3903 a total amount of \$300,000 to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. Effective September 1, 2021, this amount will increase to \$400,000. Effective September 1, 2022, it will increase to \$500,000.</p> <p>July 2: Union holds firm on asking for more than 1%, asked for Employer to counter</p>	<p>July 1:</p> <p>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.</p>
16	U1 15.29 U2 15.25 U3 26	Sexual Assault Survivors Support	March 29: For the contract year Effective September 1, 2021 2018-2019, and each September 1 thereafter, the Employer will provide to CUPE 3903's Trans	March 29: Agreed to the Union's language

		Fund:determining amount and making the fund permanent	<p>Feminist Action Caucus a total amount of \$50,000 to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence.</p> <p><u>By September 30, 2022 and by each September 30 thereafter, the Union shall submit an annual report on the disbursement of monies in the previous 12-month period to the Office of Faculty Relations through the Labour/Management Committee.</u></p> <p>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.</p>	
17	U1 20 U2 20.1 U3 18	Ways and Means Fund: determining amount	<p>April 21: Effective September 1, 2018 the Employer will contribute \$85,000 to this Fund in each year of the Collective Agreement. <u>Effective September 1, 2020, the Employer will contribute \$150,000 to this Fund. Effective September 1, 2021, this amount will increase to \$275,000. Effective September 1, 2022, it will increase to \$400,000.</u></p> <p>July 2: Union holds firm on asking for more than 1%, asked for Employer to counter</p>	July 1: Proposal to increase the Ways and Means Fund by an amount equivalent to an increase of 1% each year of the collective agreement, effective September 1, 2020.
18	U1 Lol 7 U3 Lol 5	UHIP Fund for VISA students	July 2: Agreed to the Employer's language.	July 1: Proposal to increase the UHIP Fund for VISA Students by an amount equivalent to an increase of 1% each year of the collective agreement, effective September 1, 2020.
19	U1 Lol 6	NEW: ITO payment deadlines	July 2: <u>The Faculty of Graduate Studies will 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.</u>	

20	U2 15.27	Post-retirement benefits	<p>April 10: 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 postretirement 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, <u>the Employer shall pay the insurance premiums for the Sunlife Extended Health Care and Dental Insurance Plan https://3903.cupe.ca/files/2020/02/Sunlife-CUPE-3903-Benefit-booklet.pdf in accordance with Articles 10.11, 10.13, 10.14 for each retiree. in the form of a retiree health care spending account</u> in the form of a retiree health care spending account as follows:</p> <p>a) each retiree's health care spending account will have an annual limit of \$1800 <u>\$3000</u> (in line with paramedic benefits)</p> <p>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.</p> <p>Any unspent portion of the Employer's annual contribution will be carried forward to the next year;</p> <p>In order to be eligible for the post-retirement benefits the employee must:</p> <p>a) be enrolled in the York University Pension Plan;</p> <p>b) provide written notice to Pensions and Benefits that she is retiring and permanently sever her employment relationship with the University in the Unit 2 bargaining unit;</p> <p>c) retire the first of the month <u>within 36 months</u> following the end of her last unit 2 contract; d)</p>	<p>February 27: The Employer agrees to provide postretirement benefits coverage for Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement, defined for the purposes of postretirement 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:</p> <p>a) each retiree's health care spending account will have an annual limit of \$1800 (in line with paramedic benefits)</p> <p>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.</p> <p>Any unspent portion of the Employer's annual contribution will be carried forward to the next year;</p> <p>In order to be eligible for the post-retirement benefits the employee must:</p> <p>a) be enrolled in the York University Pension Plan;</p> <p>b) provide a <u>minimum of three month's</u> written notice to Pensions and Benefits that she is retiring and permanently <u>severing</u> her employment relationship with the University in the Unit 2 bargaining unit;</p> <p>c) retire the first of <u>no later than five months</u> following the end of her last unit 2 contract;</p> <p>d) elect to receive a monthly pension from the York University Pension Plan.</p>
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			<p>elect to receive a monthly pension from the York University Pension Plan.</p> <p>Employees who retire according to the terms of this article shall be accorded a continuation of email privileges, subject to availability.</p>	<p>Employees who retire according to the terms of this article shall be accorded a continuation of email privileges, subject to availability.</p>
21	U3 10.03	NEW: Graduate Assistant Training Fund (GATF)	<p>July 2:</p> <ol style="list-style-type: none"> 1. <u>The University will implement a Graduate Assistant Training Fund (GATF) that will support the incentivization of research at the University and the provision of training opportunities in research for graduate students through the hiring of Unit 3 Graduate Assistants.</u> 2. <u>In each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023, the University will offer a GATF that will support the incentivization of research at the University and the provision of high-quality training opportunities in research for graduate students working with a full-time faculty member, and organized research unit (“ORU”). The amount of the GATF in each year will be \$220,000 which will be comprised of \$140,000 transferred from the Graduate Assistant Bursary Fund plus an additional \$80,000. Up to 40 individual allocations under this fund will be provided to full-time faculty and ORUs per contract year with a value of \$5,500 each.</u> 3. <u>In order to be provided with GAT funds, an applicant must:</u> <ol style="list-style-type: none"> a. <u>Commit to hiring a Graduate Assistant in order to have GAT funds provisionally identified for their use; and</u> 	<p>July 2:</p> <p><u>The CUPE 3903 Unit 3 policy grievances of August 13, 2020 and September 1, 2020 are is withdrawn on a without prejudice and without precedent basis.</u></p> <p><u>Letter of Understanding – Graduate Assistant Training Fund</u></p> <ol style="list-style-type: none"> 1. <u>The University will implement a Graduate Assistant Assignment Protocol that will support the incentivization of research at the University and the provision of high-quality training opportunities in research for graduate students.</u> 2. <u>In order to provide the amount of funding set out at Paragraph 3 below, in each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023, the amount of \$140,000 will be transferred from the Graduate Assistant Bursary Fund to the Graduate Assistant Training Fund, thus reducing the Graduate Assistant Bursary Fund by \$140,000.</u> 3. <u>In each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023 the University will offer a Graduate Assistant Training (“GAT”) Fund that will support the incentivization of research at the University and the provision of high-quality training opportunities in research for graduate students working with a full-time faculty member. The amount available in the GAT Fund in each year will be \$220,000 which will be made up of \$140,000 transferred from the</u>

			<p>b. <u>Have executed a contract for a Graduate Assistant in order to receive the GAT funds.</u></p> <p>The University will provide CUPE 3903 with a report on GATF allocations by no later than November 1 for the Fall term, March 1 for the Winter term, and July 1 for the Summer terms, commencing on November 1, 2021..</p> <p>4. <u>The GAT Fund shall be administered by the Faculty of Graduate Studies and the Faculty Relations Office, which have established a non-competitive equitable allocation process for the distribution of the GAT Fund in accordance with the criteria for receiving funds per 3a and b above (the "allocation process"). The allocation process is as follows:</u></p> <p>a. <u>An invitation to apply for the GATF is issued, via email, from the Faculty of Graduate Studies ("FGS") to all full-time faculty members and ORUs with the advice that the GAT Fund is first come, first serve.</u></p> <p>b. <u>Full-time faculty members and ORUs will be required to complete an application form and submit the form to FGS.</u></p> <p>c. <u>FGS will review applications for eligibility.</u></p> <p>d. <u>FGS sends approved applications to Research Accounting. Following the confirmation of receipt by Research Accounting to FGS, successful applicants will receive notice from FGS.</u></p> <p>e. <u>Successful applicants (PIs, ORUs and academic units) shall execute a contract for a Graduate Assistant.</u></p>	<p><u>Graduate Assistant Bursary Fund plus an additional \$80,000. Up to 40 individual allocations to full-time faculty members who make an application under this fund will be provided per contract year with a value of \$5,500 each.</u></p> <p>4. <u>In order to receive GAT Funds a full-time faculty member must:</u></p> <p>a. <u>Be in receipt of external research funding;</u></p> <p>b. <u>Commit to hiring a Graduate Assistant in order to have GAT Funds provisionally identified for their use; and</u></p> <p>c. <u>Have executed a contract for a Graduate Assistant in order to receive the GAT Funds.</u></p> <p>5. <u>The University will provide CUPE 3903 Unit 3 with a report on GAT Fund allocations by no later than November 1 for the Fall term, March 1 for the Winter term, and July 1 for the Summer term, commencing on November 1, 2021.</u></p> <p>6. <u>The GAT Fund shall be administered by the Faculty of Graduate Studies and the Faculty Relations Office which will have-established a non-competitive equitable process for the distribution of the GAT Fund in accordance with the criteria for receiving funds per Paragraph 4 a, b and c above.</u></p> <p><u>The allocation process is as follows:</u></p> <p>a. <u>An invitation to apply for the GAT Fund will be issued from the Faculty of Graduate Studies ("FGS") to all full-time faculty members with the advice that the GAT Fund is first come, first serve.</u></p> <p>b. <u>Full-time faculty members will be required to complete an application form and submit the form to FGS.</u></p> <p>c. <u>FGS will review applications for eligibility</u></p>
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			<p>f. <u>Following the execution of the contract between the successful applicant and the Graduate Assistant, FGS shall transfer funds to the successful applicant.</u></p> <p>5. <u>In each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023, the parties may agree to increase the value of each individual incentive (i.e., above \$5,500) for that year using unspent GAT funds from previous years, including from the 2017-20 Collective Agreement.</u></p> <p>6. <u>GAT Funds will not be used to offset the cost of a GAship offered as a workplace accommodation.</u></p>	<p>d. <u>Successful applicants shall execute a contract for a Graduate Assistant.</u></p> <p>e. <u>Following the execute of the contract between the successful applicant and the Graduate Assistant, FGS shall transfer funds to the successful applicant.</u></p> <p>7. <u>Where a full-time graduate student is hired as a Graduate Assistant using GAT Fund incentive money provided for through this Letter of Understanding this will be deemed to be employment in connection with financial assistance from the University.</u></p> <p>8. <u>In each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023 the parties may agree to increase the value of each individual incentive (i.e., above \$5,500) using unspent GAT Funds from previous years, including from the 2017-20 collective agreement.</u></p> <p>9. <u>GAT Funds will not be used to offset the cost of a GAship offered as a workplace accommodation.</u></p> <p>10. <u>This Letter of Understanding shall be placed in the 2020-23 collective agreement booklet and shall form part of the 2020-23 collective agreement. It will expire with the expiration of the 2020-23 collective agreement and shall be removed from the collective agreement booklet for the subsequent renewal collective agreement unless this Letter of Understanding is renewed by the parties.</u></p>
22	U3 10.04	NEW: Matching costs and funding	<p>June 18:</p> <p><u>(i) The Employer shall cover 85% of the standard benefit rate associated with the hiring of an employee into a Unit 3 position. The Employer shall take steps to ensure that Principal Investigators face no institutional barriers to hiring Graduate Assistants. The Employer</u></p>	

			<u>undertakes to inform and advise Principal Investigator (“PI”), an Organized Research Unit (“ORU”), or an academic unit that the Employer shall guarantee that the portion of the standard benefit rate that a Principal Investigator must cover in hiring a Unit 3 GA shall not exceed 15% in any faculty or department.</u>	
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TUITION AND FUNDING

#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
23	U1 15.09.2	Priority pool extension for Executive service: Eliminate discrimination for accessing different CA rights, especially for members with disabilities	<p>December 22: Full-time graduate students who have served on the CUPE 3903, CUPE Ontario or National Executive, or OUWCC Executive for at least six months may, on the basis of such service, submit petitions for academic extensions for a total of twelve months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on service on the union executive, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing, including the basis upon which she decided that the effect of such service upon the progress of the student's work was not sufficient to grant the petition, to the individual with a copy to the Union. Such a request shall not be unreasonably denied. Petitions of full time graduate students which are granted shall be granted for full-time status with an additional year in the priority pool and petitions of part-time students which are granted shall be granted for part-time status.</p> <p><u>A member's eligibility for a program extension on the basis of executive service shall not be affected by that member accessing or having accessed other program extension provisions outlined in the collective agreement.</u></p>	
24	U1 15.09.4	Priority pool extension for Bargaining Team service: Eliminate	<p>December 22: Full-time graduate students who have served on the CUPE 3903 bargaining team may, on the basis of such service, submit petitions for academic extensions for a total of twelve months beyond the Faculty of Graduate Studies deadlines.</p>	

		discrimination for accessing different CA rights, especially for members with disabilities	<p>Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on service on the union bargaining team, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing, including the basis upon which she decided that the effect of such service upon the progress of the student's work was not sufficient to grant the petition to the individual with a copy to the union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status with an additional year in the priority pool and petitions of part-time students which are granted shall be granted for part-time status.</p> <p><u>A member's eligibility for a program extension on the basis of bargaining team service shall not be affected by that member accessing or having accessed other program extension provisions outlined in the collective agreement.</u></p>	
25	U1 Letter of Understanding	NEW: Include Fellowship in Collective Agreement	<p><u>December 22:</u> <u>When the minimum guarantee is fulfilled in the form of the York Graduate Fellowship, no additional work or performance of tasks are required to receive the full amount of the York Graduate Fellowship. The York Graduate Fellowship will not be reduced in any amount unless the Unit 1 member has received a scholarship worth at least \$35,000 a year. Additional work, in the form of a TAship, GAship, RAship, work-study program, or internship undertaken by Unit 1 members who qualify for the minimum guarantee, will not erode the amount of the minimum guarantee when it is given in the form of the Fellowship. All additional work performed by Unit 1 members shall count as additional income on top of</u></p>	

		<p><u>and in addition to the Fellowship amount given to fulfill the minimum guarantee.</u></p> <p><u>Unit 1 members within the priority pool who receive the York Graduate Fellowship to satisfy the minimum guarantee component of their funding package will be notified of this by the 10th day of the first month of the new semester and they will have the choice to:</u></p> <p><u>1) receive the Fellowship in three equal installments which will be posted directly to their student account by the 30th day of the first month of the new term in order to pay their tuition directly. Unit 1 members who choose to receive the Fellowship in the form of 3 equal installments posted directly to their student account will not be charged interest on tuition; or</u></p> <p><u>2) receive the amount of the Fellowship divided into four equal installments paid over the summer months on the 25th day of each month in order to guarantee a monthly summer income.</u></p> <p><u>Unit 1 members shall choose how they receive the Fellowship as a part of their TAship offer of appointment. Unit 1 members shall be given the choice to indicate how they receive the Fellowship model on an annual basis as a part of their TAship offer of employment to address the changing financial circumstances often faced by precariously employed graduate students.</u></p> <p><u>Unit 1 members who do not indicate how they choose to receive the Fellowship will not be considered to be waiving their minimum guarantee. No member of the bargaining unit will be deemed to have waived their right to the minimum guarantee until a Union representative and the member have signed an agreement with the Employer stating an intention to do so. If the student has failed to indicate how they wish to receive the amount of the fellowship, they will automatically receive the form of the Fellowship as</u></p>	
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			<p><u>four equal installments over the summer months paid on the 25th day of each month, unless they indicate otherwise to the Faculty of Graduate Studies. The Employer is responsible for communicating to each Unit 1 member the method by which they will receive the Fellowship by the 15th day of the first month of the semester.</u></p>	
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WORKLOAD, PEDAGOGY AND JOB SECURITY

#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
26	U1 3.05.3 U2 3.02.4 U3 5.01.2	Curriculum changes	<p>June 30:</p> <p>No less than 180 days prior to a decision and/or actions which might result in a significant alteration to the volume and/or distribution of employment in the bargaining unit, or in a particular hiring unit(s), the Dean/Principal of the Faculty concerned shall notify the union and the Labour/Management Committee in writing. At the request of the union, the Dean/Principal and/or head of the hiring unit concerned shall meet with the Committee to outline such policies and/or actions and discuss their potential impact, and consider any proposals which the union or the Labour/Management Committee may have to mitigate the impact on volume and distribution of bargaining unit work. No decision and/or actions which would result in a significant alteration in volume or distribution of work to the bargaining unit can be taken without the union having been provided with a reasonable time within which to respond in writing to the written notification and/or to hold the meeting with the Dean/Principal and/or hiring unit Chair.</p>	
27	U1 10.02.2 (iii)	NEW: paid voluntary training on job requirements	July 2: Agreed to the Employer's language.	<p>July 1:</p> <p>Letter of Understanding – Professional Development for Teaching Assistants</p> <p>1. <u>Compensation will be provided to Teaching Assistants who have been assigned their first Teaching Assistantship plus up to 500 additional Teaching Assistants per contract year, who have been assigned a current or upcoming Teaching Assistantship, in an amount equivalent to the Marker/Grader rate for 5 hours once, upon the</u></p>

				<p><u>completion of the Junior or Senior Record of Completion Certificate (the "Certificate") offered by the University's Teaching Commons, subject to the following:</u></p> <ol style="list-style-type: none">a. <u>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</u>b. <u>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.</u> <p>2. <u>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:</u></p> <ol style="list-style-type: none">a. <u>commencement of the first appointment following completion of the Certificate in the initial regular monthly payroll of the appointment; or</u>b. <u>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.</u> <p>3. <u>Neither a Teaching Assistant's participation in nor payment for completion of the Certificate shall form part of the employer-required training</u></p>
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				<p>as set out in Article 10.02(ii) of the <u>Collective Agreement. Participation in the Certificate per this Letter of Understanding is voluntary.</u></p> <p>4. <u>Participation in the Certificate of Completion program will remain outside the scope of the bargaining unit and the Collective Agreement.</u></p> <p>5. <u>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.</u></p>
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28	U1 12.06 U1 12.07	NEW: deadlines for Unit 1 contracts, and penalties	<p>July 2:</p> <p>12.06 NOTIFICATION OF APPLICANTS FOR POSITIONS</p> <p><u>For appointment processes commencing subsequent to November 1, 2021, Each hiring unit shall post its hiring decisions by posting electronically in a location accessible to employees and the union and 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 posted Notice will indicate which positions, if any, fulfil the employer's priority pool obligations.</u></p> <p>12.07 WRITTEN OFFER OF APPOINTMENT</p> <p>[.....]</p> <p><u>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.</u></p> <p><u>(ii) When practicable, offers of appointment for the Winter session will be made by December 1, including ticketed course directorships.</u></p> <p><u>(iii) When practicable, offers of appointment for the Summer Session will be made by April 1, including ticketed course directorships.</u></p> <p><u>12.07.4 Where the deadlines in 12.07.2 above are met and the Employer does not process the first month's salary on a regular pay date in the initial month of the</u></p>	<p>July 1:</p> <p>12.06 NOTIFICATION OF APPLICANTS FOR POSITIONS</p> <p><u>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 posted Notice will indicate which positions, if any, fulfil the employer's priority pool obligations.</u></p> <p>12.07 WRITTEN OFFER OF APPOINTMENT</p> <p>[...]</p> <p><u>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.</u></p> <p><u>(ii) When practicable, offers of appointment for the Winter session will be made by December 1, including ticketed course directorships.</u></p> <p><u>(iii) When practicable, offers of appointment for the Summer Session will be made by April 1, including ticketed course directorships.</u></p> <p><u>12.07.3 Candidates must confirm their acceptance of an offer of appointment within ten calendar working days, at which time the offer will expire. Expired offers will be deemed to be declined offers for the purposes of the priority pool and right of first refusal provisions in</u></p>
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			<p><u>contract, it will issue an off-cycle payment as soon as practicable thereafter.</u></p> <p>[.....]</p> <p>APPENDIX "B": TA OFFER OF APPOINTMENT:</p> <p>If you accept this offer of appointment, please complete, sign, and promptly return the attached copy of this form to me. (Any delay in responding may delay your first salary payment.)</p>	<p><u>Articles 12.03 and 12.05 respectively, precluded from being considered for another appointment.</u></p> <p><u>12.07.4 Where the deadlines in 12.07.2 and 12.07.3 above are met and the Employer does not process the first month's salary on a regular pay date in the initial month of the contract, it will issue an off-cycle payment as soon as practicable thereafter.</u></p> <p>[.....]</p> <p>APPENDIX "B" TA OFFER OF APPOINTMENT</p> <p>...</p> <p>If you accept this offer of appointment, please complete, sign, and return the attached copy of this form to me <u>within ten calendar working days.</u> (Any delay in responding may delay your first salary payment.)</p>
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29	U1 16.04.(e) U2 16.04.(e)	Addressing job security, workload and student success	December 22: (e) Where the group is in the Faculty of Fine Arts Departments of Music and Dance, and where the principal focus of the course is performance involving movement, dancing, choreography, singing or playing of instruments. It is understood that (e) does not apply when the group is being led by the course director. It is also understood that (e) is not meant to include orchestras, bands or choirs;	
30	U1 16.05.1 U2 16.05.1	Addressing job security, workload and student success	December 22: With respect to teaching groups in which students are formally enrolled: (i) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of ten hours for each block of three students, or portion thereof, exceeding: • Teaching Group (a): twenty-five <u>twenty</u> for a one-hour group, thirty <u>twenty-five</u> for a one-and-one-half hour or two-hour group; • Teaching Group (b): forty <u>thirty-five</u> ; (ii) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of eleven hours for each block of 3 students, or portion thereof, exceeding: • First year 9-credit Foundations tutorials (g): twenty-five <u>twenty</u> • Second year 9-credit Foundations tutorials (h): twenty-eight <u>twenty-three</u>	
31	U1 16.05.3 (ii) U2 12.16.5	Addressing job security,	December 22: Effective September 1, 1999, 1000-level Foundations tutorials will have a trigger set at 25 <u>20</u> and an upper class size limit of 28 <u>23</u> . 2000-level	

		workload and student success	Foundations tutorials will have a trigger set at 28 <u>23</u> and an upper class size limit of 34 <u>26</u> .	
32	U1 16.05.3 (iii) U2 12.16.6	Addressing job security, workload and student success	December 22: Normally, the size of 1000-level foundations tutorials shall not exceed 25 <u>20</u> at the November 1 count, and the size of 2000-level Foundations tutorials shall not exceed 28 <u>23</u> at the November 1 count.	
33	U2 10.04.1	NEW: Per Hayes award	May 21: <u>Clinical Course Directors</u>	June 30: <u>Clinical Course Director</u>
34	U2 10.04.2	NEW: CCD definition	May 21: <u>“CLINICAL COURSE DIRECTOR” shall be defined as an individual whose primary activity is to provide practical instruction to students in clinical and lab settings on the application of practical knowledge, where the primary activity is limited to clinical or public health practice, and the teaching, supervising (direct and indirect), and mentoring of students in the clinical and lab settings and virtual space, and associated duties that are directly related to the practicum of the students’ programs.</u>	June 30: <u>“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.</u>
35	U2 10.05.8	NEW: Addressing workload, training and professional development	December 22: <u>If the Employer requires an individual to attend additional orientations, course-specific orientations, professional development, orientations at third party agencies, or train-the-trainer sessions in excess of 16 hours or 24 hours as limited by the provision above, they shall be paid at the marker/grader rate.</u>	
36	U2 11.01.3	Eliminating the Proof of	December 22: The qualifications posted for all positions in the bargaining unit must be reasonable and demonstrably relevant to the posted position,	March 8: The qualifications posted for all positions in the bargaining unit must be reasonable and demonstrably relevant to the posted position, including

		<p>Practice requirement</p>	<p>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 practice will be reasonably connected to the duties of the position. <u>The Employer shall not require employees to furnish letters from third party agencies providing proof of practice.</u></p>	<p>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 <u>current</u> practice will be reasonably connected to the duties of the position.</p> <p>12.02 APPLICATIONS</p> <p>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, <u>applicants will be responsible for highlighting in a separate section of their current curriculum vitae any required current practice qualifications.</u> 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).</p> <p>*****</p> <p>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:</p> <p>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</p>
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				<p>required current practice qualification in a separate section of their current CV submitted with their application. This information will include:</p> <ul style="list-style-type: none"> • the type of work (i.e., specific nature of the clinical practice) • the location(s) where it was performed, the number of hours completed.
37	U2 11.13	Penalty for late offers of appointment	<p>December 22: 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 <u>eight</u> weeks in advance of the <u>contract</u> start date.</p> <p><u>If the Employer posts a confirmation less than four weeks in advance of the contract start date, the Employer shall pay to the appointed CCD a penalty of 10% of the CCD's salary for that academic session pursuant to the contract(s) and the collective agreement.</u></p>	<p>June 30: 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 <u>four</u> weeks in advance of the start date.</p>
38	U2 12.01	NEW: Continuing Appointment Program (CAP) – improving CSSP (job security for mid seniority members)	<p>March 13:</p> <p>1. <u>Eligibility</u></p> <p><u>Individuals who, as of the date of their application, meet the following minimum service-based criteria are eligible for a Continuing Appointment:</u></p> <p><u>Minimum Service-Based Eligibility Criteria</u></p> <ol style="list-style-type: none"> <u>5 years of service in the bargaining unit (3 years for members of Employment Equity groups)</u> <u>Average annual minimum teaching intensity of 1 Type 1 or equivalent assignments (0.5 Type 1 or equivalent for equity seeking groups)</u> <u>Not currently holding an LSTA.</u> 	<p>February 20:</p> <p>1. <u>Eligibility</u></p> <p><u>Individuals who, as of the date of their application, meet the following minimum service-based criteria are eligible to apply for a Continuing Appointment:</u></p> <p><u>Minimum Service-Based Eligibility Criteria</u></p> <ol style="list-style-type: none"> <u>7 years of service in the bargaining unit</u> <u>17.5 Type 1 or equivalent assignments in the bargaining unit over the past 7 years</u> <u>1 Type 1 (course director) assignment in the bargaining unit in each of 6 of the last 7 years</u> <p>2. <u>Terms of the Continuing Appointment</u></p>

2. Appointment Process

- i. All hiring units that employ CUPE3903 members as per Article 3.01.1 that are eligible for the CAP as per the above eligibility criteria must participate in the CAP.
- ii. A list of eligible employees shall be produced by the Employer by October 1st of each year, with the appointment beginning the following September 1. The Employer will notify each eligible member of their membership in the pool.
- iii. On or before each November 1st, eligible employees shall, for each applicable hiring unit, submit an updated curriculum vitae. Members shall provide notice of intent to not participate in the program, if they are choosing to opt out.
- iv. By no later than July 1 for the following Fall, Winter, and Summer terms, Continuing Appointments will be assigned to all eligible members, and contracts shall be issued.

3. Terms of Continuing Appointment

- i. Continuing Appointments will be automatically awarded to those who meet the eligibility requirements above should the member wish to avail themselves of the opportunity.
- ii. The CAP will consist of contract assignments comprising no less than 3 Type 1 or equivalent positions per contract year, to be assigned by the Employer.
- iii. If a member rejects an assignment offered as part of their CAP guarantee, they continue to retain their membership status in the CAP pool. If the member wants to maintain their 3 FCE course load, the Employer will offer an alternate FCE for the member.

- a. A continuing appointment may be held in one or two academic units. Continuing appointments carry the commitment of a minimum annual number of teaching assignments based on the applicant's average number of teaching assignments over the 7-year qualifying period for teaching intensity as follows:

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

- b. Teaching assignments made expressly to meet the teaching assignment commitment will not be posted.
- c. Continuing Appointment Instructors (CAIs) may apply for and receive teaching assignments in addition to those making up their teaching assignment commitment through the collective agreement posting and appointment processes subject to the caps in Article 12.04.
- d. CAIs who were in the CSSP pool prior to their appointment as a CAI do not retain their CSSP status during their CAI appointment. However, a CAI is entitled to apply for assignments posted through the CSSP according to the application process and deadline set out in Article 12.01 (Continuing Sessional Standing Program).
- e. A continuing appointment does not have a fixed term but may end through voluntary resignation, retirement, insufficient work to meet teaching assignment commitment or

			<ul style="list-style-type: none"> iv. <u>Following the conclusion of the CAP exercise, assignments which were not accepted will be posted during the common posting periods, together with other assignments not included in the CAP exercise.</u> v. <u>In assigning teaching positions, assignments will first consist of courses in which the employee has incumbency or, where the employee meets the qualifications, and has held the courses 2 out of the last 4 times they were posted in Unit 2.</u> vi. <u>Employees holding a Continuing Appointment may, through applications for additional contracts, teach up to the applicable cap in each year of the CAP.</u> vii. <u>Continuing Appointments may be cross appointed between and/or among two or more hiring units. Hiring units may wish to discuss with cognate/sibling units, intra- or inter Faculty, their needs and priorities and how they are currently met by the eligible employee.</u> viii. <u>CAP Guarantee: Employees who meet the eligibility criteria for the CAP shall maintain this status in subsequent years until such time as they provide notice that they elect to withdraw from the Program, as per the Appointment Process</u> ix. <u>On or before July 31, the University will advise the Union of the names of the persons who have a Continuing Appointment and the employment equity status of the CAP members.</u> 	<p><u>documented performance concerns (please see Review of Teaching).</u></p> <p><u>Teaching assignments</u></p> <p><u>Teaching assignments will first consist of positions (for) which:</u></p> <ul style="list-style-type: none"> a. <u>the CAI has incumbency;</u> b. <u>the CAI has taught two of the last four times they were posted in CUPE 3903 Unit 2 and for which the CAI is qualified; and</u> c. <u>would otherwise be posted in the bargaining unit for the first time and for which the CAI is qualified.</u> <p><u>Continuing Appointments in two academic units</u></p> <p><u>As a general guideline, it is expected that a CAI's teaching assignments will be distributed between the two academic units proportionate to their average number of assignments in the two units over the seven-year qualifying period. (Please see Application Process below.) Two or more CAIs in the same academic unit Where there are two or more CAIs in the same academic unit who are qualified candidates for the same assignment(s), the teaching assignment commitment of a CAI who has self-identified as a member of one or more Equity Groups will be met first. Where there are two or more CAIs in this circumstance who have self-identified as a member of one or more Equity Groups, the more senior CAI (i.e., the CAI with more Applicable Prior Experience of "A.P.E.") will have their teaching assignment commitment met first. Should two or more CAIs in this circumstance have equal A.P.E., the Long Service Override Provisions in Articles 12.03.1 and 12.03.2 will apply.</u></p> <p>3. <u>Applications</u></p> <ul style="list-style-type: none"> a. <u>Individuals who meet the minimum service-based eligibility requirements may apply to the</u>
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				<p><u>academic unit(s) in which they wish to hold a continuing appointment.</u></p> <p>b. <u>To be eligible for consideration to hold a continuing appointment in a single academic unit, the applicant is expected to have met the minimum service based eligibility criteria in the unit of application. Where an applicant is seeking a joint appointment in two academic units, the applicant must have taught a minimum of 1 Type 1 assignment in each unit in 6 of 7 years making up the qualifying period.</u></p> <p>c. <u>Applications must be submitted by November 1 for continuing appointments commencing the next September 1.</u></p> <p>d. <u>Continuing Appointments will be awarded based on the academic unit or units' short-term and longer-term teaching needs and the quality of the applicant's teaching. Applications will include an updated CV and a statement of the candidate's approach to teaching and learning. Candidates are encouraged to submit additional information they believe will assist with the assessment of the quality of their teaching, including experience with different course formats, modes of delivery and pedagogies, examples of innovative practices or course design.</u></p> <p>e. <u>Academic units will make recommendations to the Dean or Principal, or their designate, who will make final appointment decisions</u></p> <p>f. <u>Applicants who are not awarded a continuing appointment may reapply after a period of 24 months following their previous application.</u></p> <p>4. <u>Review of Teaching</u></p> <p>a. <u>By no later than the end of the third year of a continuing appointment and once every three years thereafter, a CAI will have their teaching reviewed by a full time faculty member in the</u></p>
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				<p>academic unit(s). Such review will include the <u>CAI's performance in the various duties and responsibilities of the teaching assignments, including teaching performance, course syllabuses and teaching and assessment materials. A report of the review will be provided to the CAI in writing and will be placed in the CAI's professional performance and service file held in the academic unit.</u></p> <p>b. <u>The report may recommend areas for improvement and strategies and/or professional development to assist in addressing them and/or may recommend a formal evaluation pursuant to Article 13.02.1. For the purpose of such a formal evaluation arising from a recommendation of the report, the hiring unit will consult with the employee in the selection of the evaluator.</u></p> <p>5. <u>Insufficient Work to meet teaching assignment commitment and end of continuing appointment</u></p> <p><u>As early as possible but by no later than September 1, an academic unit may give notice to a CAI that it has insufficient work to meet the teaching assignment commitment for the upcoming contract year (September to August). Reasons for a shortfall in courses to meet the teaching assignment commitment may include changes in the curriculum, course offering decisions based on program need and/or student demand, or assignment of courses to employees outside the bargaining unit that the CAI would otherwise be eligible to teach.</u></p> <p><u><i>First-time Notice of inability to meet the teaching assignment commitment</i></u></p>
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				<p>If the CAI's teaching assignment commitment is not met by May 1 following the first instance of such notice, the CAI will have two options:</p> <p><u>Option 1</u> The CAI may choose to continue in the appointment. In this circumstance, the CAI will be eligible for partial payment for any shortfall between the teaching assignment commitment and the total number of assignments the CAI received that year, including through the CSSP and other posting and appointment processes.</p> <p>The rate for partial payment is an amount equivalent to 1/10 the course director rate for each Type 1 equivalent (prorated for less than a Type 1 equivalent) less than the total number of teaching assignments the CAI received.</p> <p><u>Option 2</u></p> <p>The CAI may voluntarily resign from the continuing appointment at the end of the contract year (August 31) and, at the time of resignation, receive:</p> <ul style="list-style-type: none"><u>partial payment at 1/10 the course director rate for the shortfall between the teaching assignment commitment and the total number of assignments awarded to the CAI toward the teaching assignment commitment; and,</u>i. <u>a payment according and subject to the terms described below.</u> <p><u>Second-time notice of inability to meet the teaching assignment commitment</u></p>
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				<p><u>If, in a second year, a CAI's academic unit(s) gives notice of an insufficient work to meet the teaching assignment commitment and does not meet the teaching assignment commitment by the following May 1, the CAI will have two options:</u></p> <p><u>Option 1</u> <u>The CAI may choose to continue in the appointment. In this circumstance, the CAI will be eligible for partial payment for any shortfall between the teaching assignment commitment and the total number of assignments the CAI received that year, including through the CSSP and other posting and appointment processes.</u></p> <p><u>The rate for partial payment is an amount equivalent to 1/10 the course director rate for each Type 1 equivalent (prorated for less than a Type 1 equivalent) less than the total number of teaching assignments the CAI received.</u></p> <p><u>Option 2</u> <u>The CAI may voluntarily resign from the continuing appointment at the end of the contract year (August 31) and, at the time of resignation, receive:</u></p> <ul style="list-style-type: none"><u>i. partial payment at 1/10 the course director rate for the shortfall between the teaching assignment commitment and the total number of assignments awarded to the CAI toward the teaching assignment commitment; and</u><u>ii. a payment according and subject to the terms described below.</u> <p><u><i>Third-time Notice of inability to meet the teaching assignment commitment</i></u></p> <p><u>Where a CAI's academic unit(s) provides notice of insufficient work to meet the teaching assignment</u></p>
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				<p><u>commitment and does not meet the teaching assignment commitment by the following May 1 in a third year, the CAI's continuing appointment will conclude at the end of the contract year. The CAI will receive payment at the conclusion of the continuing appointment according and subject to the terms described below.</u></p> <p>6. <u>Payment for Cessation of a Continuing Appointment</u></p> <p><u>Cessation of a continuing appointment by voluntary resignation or a mandatory conclusion will result in a payment to the CAI, provided that the CAI has not been awarded a full-time position at the University outside of the bargaining unit as of the date of resignation or mandatory conclusion, as follows:</u></p> <ul style="list-style-type: none"> i. <u>2/35 of the prevailing CD rate at the conclusion of the continuing appointment i. for each qualifying year in which the CAI taught a minimum of 1 Type 1 (6 or 7 years) and</u> ii. <u>for each year the CAI held a continuing appointment to a maximum amount equivalent of the value of 2.0 CDs.</u> <p><u>A CAI who receives a payment on the conclusion of their continuing appointment as described above will not be eligible to apply for another continuing appointment in the same academic unit(s). Further, they will not be eligible to apply for another continuing appointment in a different academic unit for three years following the end of the continuing appointment, and their total APE will be reduced by the APE they accumulated during qualifying period and the continuing appointment.</u></p> <p><i><u>Electing to resign or retire from the University</u></i></p>
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				<p>Provided that the CAI meets the teaching experience criteria set out in Letter of Understanding: Severance ("the Letter of Intent"), a CAI receiving payment on the conclusion of their continuing appointment as described above may also sever their employment relationship with the University and receive severance according to the Letter of Intent. In this circumstance, the total payment will be according to the formula in the Letter of Intent plus an additional payment at 2/35 the prevailing CD rate for each year of the continuing appointment. This option must be elected at the conclusion of the continuing appointment. Otherwise, the years of service for the qualifying period and the period of the continuing appointment will not be counted in the calculation of severance according to the Letter of Understanding: Severance. As an illustration of this option, a CAI who chooses to sever their employment relationship with the University on the conclusion of their continuing appointment and has completed 6 years in the continuing appointment will be eligible for payment in an amount determined by the formula in the Letter of Intent and, additionally, 12/35 of the CD rate in recognition of the length of the continuing appointment.</p>
39	U2 12.24	<p>NEW: Addressing workload issues and student success</p>	<p>December 22: <u>Where an employee is required to conduct a make-up exam, attend a make-up practicum day, work an additional day, or attend an orientation, they shall be compensated at the marker/grader rate for each hour worked. This will not apply to the clinical course directors.</u></p>	
40	U2 15.03.1	<p>NEW: Authorized replacements for Nursing courses</p>	<p>December 22: Such authorized replacement is intended to fill short-term emergency staffing needs normally not exceeding one month during the fall/winter session or an equivalent period during any other session. <u>Requests for authorization shall not be unreasonably denied.</u></p>	

			<u>In the Department of Nursing, employees will be permitted to serve as authorized replacements for preceptored courses when colleagues are unavailable.</u>	
41	U2 16.03.1	NEW: Workload issues, class size, and student success	<p><i>December 22:</i> <u>A Clinical Course Director responsible for direct supervision shall have a clinical group size limit of 6 students.</u></p> <p><u>A clinical course director responsible for indirect supervision shall have a clinical group size limit of 14 students, or 12 IEN students, or 8 students in a community clinical grouping.</u></p>	
42	U2 16.03.1 (a)	NEW: Workload issues, class size, and student success	<i>December 22:</i> <u>The School of Nursing is not permitted to enrol students above those class size limits without the permission of the clinical course director. The clinical course director shall be compensated an extra \$1000 per additional student, per contract.</u>	
43	U2 Letter of Understanding	NEW: Incumbency and School of Nursing Curriculum Revisions	<p><i>May 21:</i> <u>Whereas the parties agree that the School of Nursing is expected to make significant revisions to its curriculum during the term of the Collective Agreement, and,</u></p> <p><u>Whereas Article 12.06.1 ('Incumbency') is applicable for a given position provided that the nature and/or substance of the course have not been substantially altered,</u></p> <p><u>Therefore, the parties agree to jointly review all new and revised courses arising from the curriculum review, to establish concordance between existing incumbencies and incumbencies for the new and revised courses. The parties agree that minor additions, deletions, or changes to course subject matter do not constitute substantial alterations and in the event of a dispute are subject to the dispute resolution procedure set out in Article 7.</u></p>	<p><i>June 18:</i> <u>Letter of Understanding: Article 11.05.2 – Major Modification to the Bachelor of Science in Nursing Program</u></p> <p><u>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:</u></p> <p><u>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 in any other matter.</u></p>

			<p><u>Such review shall take place prior to the posting of any new or revised courses. In the event that the parties do not agree on concordance, any disputes may be referred to a sole arbitrator as per Article 7. Where an issue is referred to arbitration, the Employer may post the new or revised course in the interim. If the Union is successful, the member(s) who ought to have been recognized as incumbent shall be fully compensated for all lost wages, benefits, and seniority (APE), and shall be considered the incumbent effective the next time the course is posted.</u></p> <p><u>Where an existing course is deemed to be divided into two or more courses, the Incumbent(s) for the existing course shall be deemed to hold Incumbency in both/all of the new courses. Where an existing course is combined with another course or otherwise expanded to include additional subject matter, the incumbent(s) for the existing course shall be deemed to hold incumbency for the combined/expanded course.</u></p>	
44	U2 24.02.1	LSTAs – job security	<p>December 22: LSTAs will be awarded for a three to five year period, depending on academic need and the recommendation of the hiring unit, and will consist of contract assignments comprising 3 full course equivalents and, subject to availability, up to 3.5 full course equivalents in each of the three to five years of the term, subject to the condition that the employee has incumbency in the additional 0.5 full course equivalent assignment or is qualified for and has taught the additional 0.5 FCE assignment 2 of the last 4 times it was offered. Effective September 1, 2014 compensation for these 3 or 3.5 full course equivalents will be the current applicable rate for the position plus an amount equivalent in value to 1/8th the rate of a type 1 position per full course equivalent. <u>The Employer shall issue a notice stating the name and the</u></p>	

			<p><u>courses assigned for each semester and shall post the notice on: https://cupejobs.uit.yorku.ca/#</u></p>	
45	TBD	<p>NEW: Transitional Continuing Appointments (TCA): Formerly “Albertyn Appointments” - Job security and retirement plan for high seniority and long serving members</p>	<p>May 30:</p> <p><u>1. Eligibility</u></p> <p><u>This is an ongoing program for individuals who, as of the date of their application, have at a minimum:</u></p> <ol style="list-style-type: none"> a. <u>20 years of service in the bargaining unit (15 years of service in the bargaining unit for applicants who self-identify as a member of one or more Equity Groups). 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.</u> b. <u>Cumulative APE of 30 Type 1 or equivalent assignments in the bargaining unit in the last 15 years (cumulative APE of 20 Type 1 or equivalent assignments in the bargaining unit in the last 15 years for applicants who self-identify as a member of one or more Equity Groups)</u> c. <u>Experience gained as a full-time faculty member at York University or experience otherwise gained outside the bargaining unit at York University shall be counted as Bargaining unit experience for this program, as outlined in Article 12.08. YUFA retirees are not eligible.</u> d. <u>Persons who have elected to retire from a York University position outside the bargaining unit are not eligible for a Transitional Continuing Appointment.</u> e. <u>Further, to be eligible for the severance portion at s.4 of this Letter of Understanding, an applicant may not have previously received or additionally receive any other form of severance or retirement or resignation incentive or payment from York University. Those who previously received severance under 'Letter of Understanding: Severance' will have that prior</u> 	<p>June 18:</p> <p><u>1. Eligibility</u></p> <p><u>This is a time-limited program for applicants who, as of the date of their application, have at a minimum:</u></p> <ol style="list-style-type: none"> a. <u>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 taught 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.</u> b. <u>APE of 30 Type 1 or equivalent assignments 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.</u> c. <u>APE as used in this program is as defined in Articles 12.07 i-ii and 12.08.</u> d. <u>Persons who have elected to retire from a York University position outside the bargaining unit are not eligible for a Transitional Continuing Appointment.</u> <p><u>Further, to be eligible for the severance portion at s.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.</u></p> <p><u>2. Terms of the Transitional Continuing Appointment</u></p> <p><u>A transitional continuing appointment (TCA) provides either a two-year or three-year transition to retirement</u></p>

payment deducted from any severance entitlement herein.

2. Terms of Transitional Continuing Appointment

A transitional continuing appointment (TCA) provides either a two-, three-, four- or five-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 s.4 (Severance) below.
- 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 s.4 (Severance) below.
- c. Four-year TCA decreases a teaching assignment commitment in the third and fourth year, following which the TCA holder retires and receives severance according to s.4 (Severance) below.
- d. Five-year TCA decreases teaching assignment commitment in the fourth and fifth year, following which the TCA holder retires and receives severance according to s.4 (Severance) below.

TCA holders shall not apply for nor be appointed to any other course 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 # of Type 1 or Equivalent assignment	Teaching Assgn Commitment (# of Type 1 or Equi_assgn)
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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 s.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 s.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 15-year qualifying period:

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 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 unit(s) in which the TCA is sought, may

0.5-1.49	1.0
1.5-1.99	1.5
2.0-2.49	2.0
2.5-2.9	2.5
3.0-3.49	3.0
3.5-3.9	3.5
4.0-4.49	4.0
4.5-4.9	4.5
5.0 above	5.0

In each year of the program, 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
1.0	0.5	0.5
1.5	1.0	0.5
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
4.5	4.0	3.5
5.0	4.5	4.0

For a Three-year TCA: The TCA will be assigned teaching as follows for each of the three years:

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

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

Teaching Assg Commitment (# of Type 1 or Equi Assg)	Year 1 Assigned teaching	Year 2 Assigned teaching	Year 3 Assigned teaching	For a Three -year TCA:				
				The TCA will be assigned teaching as follows for each of the two years:				
				Teaching Assg Commitment (# of Type 1 or Equi Assg)	Year 1 Assigned teaching	Year 2 Assigned teaching	Year 3 Assigned teaching	
1.0	1.0	0.5	0.5					
1.5	1.5	1.0	0.5					
2.0	2.0	1.5	1.0	2.0	2.0	1.5	1.0	
2.5	2.5	2.0	1.5	2.5	2.5	2.0	1.5	
3.0	3.0	2.5	2.0	3.0	3.0	2.5	2.0	
3.5	3.5	3.0	2.5	3.5*	3.5	3.0	2.5	
4.0	4.0	3.5	3.0	4.0*	4.0	3.5	3.0	
4.5	4.5	4.0	3.5					
5.0	5.0	4.5	4.0					
For a Four-year TCA: The TCA will be assigned teaching as follows for each of the four years:				<p>*Please see eligibility criteria above for an initial teaching assignment of 3.5 or 4.0 Type 1 or equivalent positions.</p> <p><u>Course reductions through the Transitional Continuing Appointment Program as set out above will be deemed to be courses taught in calculating credited service.</u></p> <p><u>A TCA may be held in one or two academic units, and teaching assignments made expressly to meet the teaching assignment commitment will not be posted.</u></p> <p><u>The Employer shall provide individuals with the opportunity to request preferred courses and shall make best efforts to assign individuals to their preferred courses.</u></p> <p><u>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</u></p>				
Teaching Assg Commitment (# of Type 1 or Equi Assg)	Year 1 Assg teaching	Year 2 Assg teaching	Year 3 Assg teaching					Year 4 Assg teaching
1.0	1.0	1.0	0.5					0.5
1.5	1.5	1.5	1.0					0.5
2.0	2.0	2.0	1.5					1.0
2.5	2.5	2.5	2.0					1.5
3.0	3.0	3.0	2.5					2.0
3.5	3.5	3.5	3.0					2.5
4.0	4.0	4.0	3.5	3.0				

4.5	4.5	4.5	4.0	3.5
5.0	5.0	5.0	4.5	4.0

For a Five-year TCA: The TCA will be assigned teaching as follows for each of the five years:

Teaching Assg Commitment (# of Type 1 or Equi Assg)	Year 1 Assg teaching	Year 2 Assg teaching	Year 3 Assg teaching	Year 4 Assg teaching	Year 5 Assg teaching
1.0	1.0	1.0	1.0	0.5	0.5
1.5	1.5	1.5	1.5	0.5	0.5
2.0	2.0	2.0	2.0	1.5	1.0
2.5	2.5	2.5	2.5	2.0	1.5
3.0	3.0	3.0	3.0	2.5	2.0
3.5	3.5	3.5	3.5	3.0	2.5
4.0	4.0	4.0	4.0	3.5	3.0
4.5	4.5	4.5	4.5	4.0	3.5
5.0	5.0	5.0	5.0	4.5	4.0

1. The Employer shall provide members with the opportunity to request preferred courses and shall make best efforts to assign members to their preferred courses, provided no other hiring provisions in this collective agreement would be violated.
2. 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

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) 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;
 - 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 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.

			<p><u>decision on course assignment shall rest with the Employer.</u></p> <p>3. <u>For purposes of the pension plan, where income is received that is minimum of 3.5 FCE, then the member will be credited for a full year of service, regardless of reduced teaching load.</u></p> <p>4. <u>The TCA may be cross appointed between and/or among two or more hiring units or Faculties. A TCA may be held between and/or among two or more hiring units or Faculties. The hiring unit or Faculty shall be noted in the offer. No NRA will be issued.</u></p> <p>3. <u>Applications</u></p> <ul style="list-style-type: none"> - <u>The Employer will provide notice to all eligible members by September 30 each year.</u> - <u>Members who meet the minimum service-based eligibility requirements and elect to obtain a TCA will notify the Office of the Vice-President Academic by submitting an application on November 1 for an appointment starting on September 1 of the following year.</u> - <u>The application will state the TCA year option the member's intention to seek an <u>appointment of 3 years or less in duration or an appointment of four years or more in duration. Applications for appointments of 3 years or less will be granted except in exceptional circumstances. Applications for appointments of 4 years or more will not be unreasonably denied and where such appointment is denied, the Employer shall provide reasons in writing within 30 days of the decision. Where a member's application for a 4- or 5-year appointment is denied, the member may submit an application in the</u></u> 	<p><i>[Note to draft: Blanket Application Form to be amended to include a check box for the TCA program during its operation]</i></p> <ul style="list-style-type: none"> c. <u>Academic 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.</u> d. <u>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 1st immediately following the conclusion of their TCA.</u> <p>4. <u>Severance</u></p> <p>Severance upon the conclusion of a TCA will consist of the following:</p> <ul style="list-style-type: none"> i. <u>Part One:</u> <ul style="list-style-type: none"> <u>17/35 of the prevailing CD rate at the conclusion of a three-year TCA; or</u> <u>20/35 of the prevailing CD rate at the conclusion of a two-year TCA</u> <i>plus</i> ii. <u>Part Two: 3/35 of the grid rate in the severance year for the position of course director for each year of service in which the employee held at least one Type 1 or equivalent position in the bargaining unit.</u> <p>For example, an individual who has completed a two-year TCA and has 20 years of service would receive a total severance equivalent in value to 20/35 + 60/35 for a total of 80/35 at the prevailing CD rate_(\$XXX according to the 2021-22 CD rate).</p>
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			<p><u>same year for an appointment of a different length.</u></p> <ul style="list-style-type: none"> - <u>The application will suffice for the duration of the appointment.</u> - <u>Where an applicant accepts a TCA and provides irrevocable notice to sever their employment relationship with the University per 3.d above, copying notice 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.</u> <p>4. <u>Severance</u></p> <p><u>Applicants who are offered and accept a TCA are, at the time of accepting the offer, deemed to irrevocably give notice of intent to sever their employment relationship with the University effective the September 1st immediately following the conclusion of their TCA.</u></p> <p><u>Severance upon the conclusion of a TCA will consist of the following:</u></p> <ul style="list-style-type: none"> i. <u>17/35ths of the prevailing CD rate at the conclusion of the TCA; plus</u> ii. <u>6/35ths for 5-year TCA;</u> <u>7/35ths for 4-year TCA;</u> <u>8/35ths for 3-year TCA; or</u> <u>9/35ths for 2-year TCA;</u> <p><u>of the grid rate in the severance year for the position of course director for each year of service in which the employee held at least one Type 1 or equivalent position in the bargaining unit.</u></p> <p><u>For example,</u></p> <p><u>Based on the CD rate of \$18,000, 17/35ths = \$9,000;</u></p>	<p>4. <u>Post-retirement benefits</u></p> <p><u>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.</u></p> <p><u>Letter of Understanding - Time-Limited Severance Program for Long-Service Contract Faculty (TLSP)</u></p> <p>1. <u>Eligibility</u></p> <p><u>Employees who, effective September 1, 2020, have at a minimum:</u></p> <ul style="list-style-type: none"> a. <u>30 years in which one Type 1 or equivalent assignment has been held at York University</u> b. <u>APE of 45 Type 1 or equivalent assignments in the last 15 years</u> c. <u>1 Type 1 or Type 1 equivalent assignment in the bargaining unit in each of 8 of the last 10 years</u> <p><u>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.</u></p>
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			<p><u>Based on the CD rate of \$18,000, 6/35ths multiplied by years of service (20 years in this case) becomes 120/35ths = \$61,000</u></p> <p><u>The total severance for a 5-year TCA would then be the amount in (i) of \$9,000 plus the amount in (ii) of \$61,000, for a total of \$70,000.</u></p> <p><u>5. Long Service Reward Program</u></p> <p><u>Employees who, effective September 1, 2020, have 30 or more years of service in a teaching capacity at York University (excluding CUPE 3903 Unit 2 retirees and YUFA retirees), and who have held at least one CUPE 3903 Unit 2 teaching contract over the previous 3-year period, shall be offered a severance package, including a payment in the amount equivalent to two years of salary paid at the highest salary level they have received. Employees may opt to take this severance package at any point during the term of the 2020- 2023 Collective Agreement, upon the expiry of which the offer is void.</u></p>	
46	U2	Re: Long Service Teaching Appointment committee		<p>June 30:</p> <p>A. <u>Joint Committee</u></p> <p><u>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.</u></p> <p><u>The following principles will guide the joint committee's recommendations for a new job stability program:</u></p> <ul style="list-style-type: none"> • <u>Greater number of opportunities for contract faculty</u>

				<ul style="list-style-type: none">• <u>Whether by design or specific provisions, greater opportunities for Indigenous and racialized contract faculty</u>• <u>More sustainable than existing job stability programs for contract faculty</u>• <u>Need versus numbers driven</u> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>B. Long Service Teaching Appointments</u></p> <p><u>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</u></p>
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				minimum of seven (7) LSTAs will be offered for <u>September 1, 2023.</u>
47	U2 12.01	CSSP	<p>December 9:</p> <p>12.01 CONTINUING SESSIONAL STANDING PROGRAM Eligibility</p> <p>Bargaining unit employees shall be granted Continuing Sessional Standing upon the completion of three <u>five</u> consecutive contract years (September 1 to August 31) with an average annual minimum teaching intensity of 2-1 Type 1 or equivalent positions (0.5 Type 1 for members of EE groups OR 1 Type 1 over three consecutive years, TBD in bargaining) over the three-<u>five</u> years. Further:</p> <ul style="list-style-type: none"> i. All employees who met the criteria outlined above as of September 1, 2014 will be granted Continuing Sessional Standing effective the date of ratification of the 2014-2017 collective agreement. ii. All employees with Continuing Sessional Standing will retain this status unless and until such status ends pursuant to the terms set out below. iii. The contract year (September 1 to August 31) will be used for the purposes of determining whether the eligibility criteria for Continuing Sessional Standing have been met. <p>Appointment Process</p> <ul style="list-style-type: none"> i. A list of employees who have Continuing Sessional Standing shall be produced by the Employer by October 1st of each year. <u>The Employer will notify each eligible member inviting them to apply for the program by either mail and/or email.</u> 	<p>July 1:</p> <p>12.01 CONTINUING SESSIONAL STANDING PROGRAM</p> <p>12.01.1 Eligibility</p> <p>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:</p> <ul style="list-style-type: none"> (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. (iii) The contract year (September 1 to August 31) will be used for the purposes of determining whether the eligibility criteria for Continuing Sessional Standing have been met. (iii) <u>A list of employees who have Continuing Sessional Standing shall be produced by the Employer by October 1st of each year.</u> (iv) <u>Bargaining Unit Employees who are</u>

			<p>ii. 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.</p> <p>iii. By no later than January 22nd, a list of all of the courses identified for Unit 2 posting for the upcoming Summer, Fall and Winter Terms as of this date will be posted electronically in a location accessible to employees and the Union</p> <p>iv. 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 candidate among employees participating in the Continuing Sessional Standing Program in the hiring unit according to the process in 12.03.1 and 12.03.2.</p> <p><u>Appointments will be made to the most senior qualified candidate (12.04.1) among employees participating in the Continuing Sessional Standing Program in the hiring unit according to the process in 12.03.1 and 12.03.2. Where qualified candidates are of approximately equal seniority and one candidate is a member of a designated equity group the offer will be made to that candidate. The hiring units shall appoint no less than 65% of their Continuing Sessional Standing Program positions to members of designated equity seeking groups.</u></p> <p><u>By no later than January 22nd, hiring units will issue a "Notice of Recommended Appointment" marked CSSP in the form contained in Appendix A to employees who have provided notice of their intent to participate in the Continuing Sessional Standing Program.</u></p>	<p><u>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.</u></p> <p>12.01.2 Appointment Process</p> <p>(i) A list of employees who have Continuing Sessional Standing shall be produced by the Employer by October 1st of each year.</p> <p>(ii) 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.</p> <p>(iii) By no later than January 22nd, a list of all of the courses identified for Unit 2 posting for the upcoming Summer, Fall and Winter Terms as of this date will be posted electronically in a location accessible to employees and the Union</p> <p>(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 <u>the most senior qualified</u> the selected candidate <u>from</u> among employees participating in the Continuing</p>
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		<p>v. <u>Participants in the Continuing Sessional Standing Program shall be appointed to no less than 1 Type 1 or equivalent positions per contract year.</u> 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.</p> <p>vi. A three-week deadline will be provided for offers to be accepted, counted from January 22nd. <u>After the expiration of the CSSP Notice of Recommended Appointment, and in the absence of a query of grievance, all contracts will be issued forthwith.</u></p> <p>vii. Articles 12.03.1 (Long-Service Override) and 12.03.2 (circumstances in which candidates have equal applicable prior experience) will apply and employees participating in the Continuing Sessional Standing Program exercise may make use of the Article 6 grievance procedure in respect of any courses posted in the exercise that they were not offered but believe they should have been offered pursuant to the terms of the Continuing Sessional Standing Program.</p> <p>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.</p> <p>Continuing Sessional Standing Program Guarantee</p> <p>Employees with Continuing Sessional Standing who have a minimum average annual teaching intensity of <u>2-1 Type 1 or equivalent positions (0.5 Type 1 for members of EE groups OR 1 Type 1 over three consecutive years, TBD in bargaining)</u> over the</p>	<p>Sessional Standing Program in the hiring unit according to the <u>appointment processes in Articles 12.043.1 and 12.043.2.</u></p> <p>(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.</p> <p>(vi) A three-week deadline will be provided for offers to be accepted, counted from January 22nd.</p> <p>(vii) Articles 12.03.1 (Long-Service Override) and 12.03.2 (circumstances in which candidates have equal applicable prior experience) will apply and Employees participating in the Continuing Sessional Standing Program exercise may make use of the Article 6 grievance procedure in respect of any courses posted in the exercise that they were not offered but believe they should have been offered pursuant to the terms of the Continuing Sessional Standing Program.</p> <p>(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.</p>
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		<p>previous 3 contract years and who are offered 2/3 or less of their average number of Type 1 or equivalent positions based on the previous 3 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 3 contract years and is offered 2 Type 1 or equivalent positions, then upon application the employee will receive 1/4 of the rate for 1 Type 1 or equivalent position. If the employee is for a second time offered 2/3 or less of her average annual number of Type 1 or equivalent positions based on the previous 5 contract years, the employee will receive a one-time payment of 1/8th the rate for each position less than their average number of Type 1 or equivalent positions.</p> <p>To qualify for the payment described in the paragraph above an employee must have:</p> <p>(a) provided notice of participation in the Continuing Sessional Standing exercise to all 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</p> <p>(b) additionally applied for bargaining unit positions in accordance with her "normal" historical application profile and was available for appointment to these positions.</p> <p>An employee who is twice offered 2/3 or less of her average number of Type 1 or equivalent positions based on the previous 3 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</p>	<p><u>12.01.3 Continuing Sessional Standing Program Guarantee</u></p> <p>Employees with Continuing Sessional Standing who have a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the previous 5 contract years and who are offered 2/3 or less of their average number of Type 1 or equivalent positions based on the previous 5 contract year period will, upon application, receive as a one-time payment of 1/4 of the rate for each position less than their average number of Type 1 or equivalent positions. For example, if an employee with Continuing Sessional Standing has an average annual teaching intensity of 3 Type 1 or equivalent positions over the previous 5 contract years and is offered 2 Type 1 or equivalent positions, then upon application the employee will receive 1/4 of the rate for 1 Type 1 or equivalent position. If the employee is for a second time offered 2/3 or less of her average annual number of Type 1 or equivalent positions based on the previous 5 contract years, the employee will receive a one-time payment of 1/8th the rate for each position less than their average number of Type 1 or equivalent positions.</p> <p>To qualify for the payment described in the paragraph above an employee must have:</p> <p>(a) provided notice of participation in the Continuing Sessional Standing exercise to all 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</p>
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			<p>to opt out of the Continuing Sessional Standing Program shall communicate such election in writing to Faculty Relations.</p> <p>Cessation of Continuing Sessional Standing</p> <p>Employees who meet the eligibility criteria for the Continuing Sessional Standing shall maintain this status <u>in subsequent years until such time as they provide notice that they elect to withdraw from the Program 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 contract year period, she has a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the five contract year period just completed. In the event that the employee's average annual teaching intensity is lower than 2 Type 1 or equivalent positions at the end of a five contract year period, she will no longer have Continuing Sessional Standing.</u></p>	<p>candidate); and</p> <p>(b) additionally applied for bargaining unit positions in accordance with her "normal" historical application profile and was available for appointment to these positions.</p> <p>An employee who is twice offered 2/3 or less of her average number of Type 1 or equivalent positions based on the previous 5 contract years and has received the two one-time payments described above may either elect to opt out of the program or accept the number of positions offered. An employee who elects to opt out of the Continuing Sessional Standing Program shall communicate such election in writing to Faculty Relations.</p> <p><u>12.01.4 Cessation of Continuing Sessional Standing</u></p> <p>Employees who meet the eligibility criteria for Continuing Sessional Standing shall maintain this status for a minimum of five contract years and shall continue in this status for successive five contract year periods provided that as of the September 1 at the end of each 3 <u>five</u> contract year period, she has <u>they have</u> 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 <u>they</u> will no longer have Continuing Sessional Standing.</p> <p><u>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.</u></p>
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48	U3 10.03.1	NEW: Proper job classification for graduate assistants	<p>July 2:</p> <p><u>10.03.1 Further to Article 3.01, the parties agree that, if a position meets any of the following criteria, the employee occupying the position falls within the CUPE 3903 Unit 3 bargaining unit and the position must be classified as a Graduate Assistantship:</u></p> <ul style="list-style-type: none"> a. <u>Fixed work hours/hourly pay;</u> b. <u>Direct supervision that is not directly tied to a dissertation, thesis, or MRP project;</u> c. <u>Clerical or administrative work;</u> d. <u>Performance of tasks in aid of a supervisor's research;</u> e. <u>Research that will be published under another individual's name(s);</u> f. <u>Work that assists in the development of the faculty or department's curriculum, policies, regulations and/or academic development; or</u> g. <u>Work in support of a research centre.</u> <p><u>3.05 Classification of Bargaining Unit Work</u></p> <p><u>To administer the collective agreement in accordance with Article 3.01, the Faculty of Graduate Studies (FGS) will take proactive steps to advise full-time faculty members and organized research units of the employment relationships as described at Article 3.01 and subject to the Clarity Note. The proactive steps undertaken by the FGS will include but are not limited to the issuance of consistent and clear messaging on the University website and direct communications with full-time faculty members and organized research units with respect to the classification of bargaining unit work.</u></p>	<p>July 2:</p> <p><u>3.05 Classification of Bargaining Unit Work</u></p> <p><u>To administer the collective agreement in accordance with Article 3.01, the Faculty of Graduate Studies (FGS) will take proactive steps to advise full-time faculty members that employment relationships as described at Article 3.01 and subject to the Clarity Note at Article 3.01, are employment relationships in which the position is within the CUPE 3903 Unit 3 bargaining unit. The proactive steps undertaken by the FGS will include but are not limited to the issuance of consistent and clear messaging on the University website and direct communications with full-time faculty members with respect to the classification of bargaining unit work.</u></p>
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EQUITY				
#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
49	U1 5.03 U2 5.03 U3 5.03	Data collection with an eye on equity, and equity hiring	<p>May 31:</p> <p>5.03.1 Employment Equity Committee</p> <p>(a) The Union and the Employer agree to continue to maintain an Employment Equity Committee, to meet within one month of the signing of the 2002-2005 collective agreement. which will consist of <u>at least</u> three representatives of each party, <u>including the Vice President of Equity, People, and Culture; the Equity, Diversity and Inclusion Officer on behalf of the Employer; and the Equity Officer of CUPE 3903 on behalf of the Union.</u> Preference will be given to members from each of the designated Equity Groups as identified in Article 5.03.3.) 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.</p> <p>(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); producing an Employment Equity Plan, which will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of Equity Groups (defined below) as measurable against Externally Available Data</p>	<p>June 24:</p> <p>5.03.1 Employment Equity Committee</p> <p>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. <u>Where possible, Equity Groups identified in Article 5.03.3 may be included among the representatives.</u></p> <p>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).</p> <p>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</p>

			<p>defined in <i>Article 5.03.3(c)</i>. 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), as well as <u>2SLGBTQIA+</u> people measured against Externally Available Data, in Toronto, <u>the GTA</u> or Canada as a whole, whichever is proportionately higher.</p> <p>(c) By consensus, the Employment Equity Committee may vary the dates below:</p> <p>(d) <u>By no later than March 1 of each year, the Parties make recommendations to the Employment Equity Committee with respect to the Employment Equity Plan;</u></p> <p>(e) By April 1 of each year, the Equity Committee will submit an annual Employment Equity Plan and report of its activities to the Labour/Management Committee.</p> <p>(f) <u>Pursuant to its mandate, the Employment Equity Committee will have access to the findings of any census conducted by the University of all members of the bargaining units and graduate students at York University (excluding personal identifiers).</u></p> <p>(g) <u>Pursuant to its mandate, the Employment Equity Committee will have access to the findings of self-identification surveys of all members of the bargaining units combined with Applicant Self-Identification Data defined in Article 5.05.3.3(e) below (excluding personal identifiers). The Internal Self-Identification Data will be correlated with employment-related information, including number of positions held, position type, and salaries.</u></p>	<p>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 LGBTQ2+ people, where the latter can also be measured against External Availability Data, in Toronto or Canada, whichever is proportionately higher.</p> <p>c. 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.</p> <p>d. 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.</p> <p>e. The Employment Equity Committee may review the appointment process set out in Article 12.04 of the Unit 2 collective agreement, <u>including suggesting representation goals on the basis of hiring unit appointment data</u> and make such recommendations to the parties as it considers appropriate.</p> <p>f. All data handled by the Employment Equity Committee will be in accordance with relevant privacy statutes.</p>
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		<p><u>Noting that:</u></p> <p><u>Intersectionality is a way of acknowledging that there are multiple interlocking systems of power and oppression on the basis of race, gender, sexual identification, class, disability, etc. Most people are in multiple social categories, and have lived experiences of multiple forms of oppression. Intersectional analysis allows us to understand variations in the experience of inequality and privilege. An intersectional approach requires the Employer and the Union to adopt a nuanced approach to workplace equity. In recognition of the principles of seniority and incumbency, the Employer shall prioritize equity from an intersectional perspective for the appointment or selection procedures, or programs outlined throughout the Collective Agreement. That means in addition to adhering to seniority and incumbency, the Employer has to prioritize applicants who have been historically marginalized in employment, as set out below in Article 5.03.5 (a). This is consistent with the Ontario Human Rights Commission’s approach that accounts for both people’s multiple lived realities and the social context of discrimination.</u></p> <p>For the purposes of data collection and analysis, and Article 12.04 of the Unit 2 collective agreement, “Intersectionality” means the classification of self-identification information for employment equity purposes, considering combinations of two or more of the Equity Groups.</p> <p>c) <u>Externally Available Data</u></p> <p><u>For the purposes of the Collective Agreement, Externally Available Data refers to:</u></p> <p>i. <u>the most recent Statistics Canada data for Equity Groups (as defined by Article 5.03.3(a) for Canada as a whole and/or for Toronto and/or for the GTA, where it is available, and</u></p>	<p>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.</p> <p>(c) External Availability Data</p> <p>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.</p> <p>(d) General Workforce Population Equity Group Data</p> <p>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.</p> <p>(e) Internal Self-identification Representation Data</p> <p>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).</p> <p>(f) Applicant Self-Identification Data</p> <p>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-</p>
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			<p>ii. <u>the most recent Statistics Canada data for FCP Equity Groups by occupation for Canada as a whole and/or for Toronto.</u></p> <p>iii. <u>The Canadian Community Health Survey (2014), Employment Equity Data Report (ESDC, 2016), T.O. Health Check (City of Toronto, 2016), A Demographic, Employment, and Income Profile of Canadians with Disabilities (Statistics Canada, 2017), Getting Services Right for Torontonians with Disabilities; Demographics and Service Delivery Expectations (City of Toronto, 2008).</u></p> <p>iv. <u>Such other external data as the EEC decides is a reliable source.</u></p> <p>d) <u>Internal Self-identification Representation Data</u> <u>For the purposes of the Collective Agreement, Internal Self-identification Representation Data refers to the self-identification data collected via regular and comprehensive self-identification surveys of current employees and students, conducted by the Office of the Vice-President Equity, People and Culture on a regular basis and Applicant Self-Identification Data defined below in (e).</u></p> <p>a. <u>Internal Self-identification Representation Data</u> <u>For the purposes of the Collective Agreement, Internal Self-identification Representation Data refers to the self-identification data collected via self-identification surveys and the census 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 (e).</u></p> <p>b. <u>Applicant Self-Identification Data</u></p>	<p>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.]</p> <p>5.03.4 Use and Reporting of Data</p> <p>(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):</p> <p>a. External Availability Data.</p> <p>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.</p> <p>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).</p> <p>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:</p> <p>i) Article 12.04.1 ii) Article 12.04.2 iii) Article 23 Affirmative Action</p>
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			<p>November 1 preceding the contract year for which appointment decisions will be made.</p> <p>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).</p> <p>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:</p> <ul style="list-style-type: none"> i. Article 12.04.1 ii. Article 12.04.2 iii. Article 23 Affirmative Action iv. <u>[Any other job security programs negotiated during this CA]</u> <p><u>(e) Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.</u></p> <p>1. <u>The Employer will annually report on equity data as follows:</u></p> <p>a. By December 1 each year, the Employer will provide to the Union <u>both aggregated and disaggregated data broken down by department and faculty</u> Internal Self-identification Representation Data 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).</p>	<p>of positions held, position type, and salaries available as of the immediately preceding November 1, per Article 5.03.1(d).</p> <p>(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.</p> <p>5.03.4 Underrepresentation</p> <p>(a) Representation Thresholds</p> <p>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.</p> <p>Informed by this understanding of underrepresentation, the representation thresholds for the FCP Equity Groups current as of March 1, 2021 are as follows:</p> <ul style="list-style-type: none"> Women: 45.9% Racialized: 30.9% Indigenous: 1.4% <p>Representation data for persons with disabilities is not available either for Toronto or nationally.</p>
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			<p>b. By December 1 of each year, the Employer will provide to the Employment Equity Committee Internal Self-Representation data correlated with information including number of positions held, position type, salaries, severance, terminations, and inclusion in [CSSPs,] LSTAs, and conversions, available as of the immediately preceding November 1, per Article 5.03.1(d).</p> <p>All data should be provided to the Employment Equity Committee for all hiring units, regardless of the number of bargaining unit members. This data is to be handled with careful consideration of privacy and confidentiality by both Parties in accordance with relevant privacy statutes.</p> <p>The Employment Equity Committee may ask for specific analyses of data collected in connection with the Employment Equity survey. The Employer shall not unreasonably deny the Employment Equity Committee's recommendation for funds to conduct the survey(s).</p> <p><u>5.03.5 Underrepresentation</u></p> <p>The parties understand the Federal Contractors Program Equity Data shall establish the minimum threshold for representation, and the Externally Available Data (in 5.03.2 c) for Toronto, the Greater Toronto Area, Ontario, and Canada as a whole shall establish the target goals for representation, whichever is greater.</p> <p>Where the representation percentages reach those in the Externally Available Data for Canada as a whole, underrepresentation shall be understood to mean fewer bargaining unit members who self-identify as belonging to one or more of the Equity Groups than the Externally Available Data for Toronto and/or the GTA.</p>	<p>b) Determination of Underrepresentation in Academic Units with Few Contract Faculty</p> <p>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.</p> <p><u>5.03.5 Intersectional Application of Underrepresentation Thresholds</u></p> <p>For the intersectional application of underrepresentation thresholds, under Article 12.04.2 of the Unit 2 collective agreement, the following will apply:</p> <ol style="list-style-type: none"> 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
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		<p>Informed by this understanding of underrepresentation, the representation thresholds as of March 1, 2021 are as follows:</p> <p>i) for the FCP Equity Groups:</p> <ul style="list-style-type: none"> a. Women: 44% b. Racialized people: 30% c. Indigenous people: 1.4% <u>d. Representation data for persons with disabilities is not available either for Toronto or nationally.</u> <u>e. Representation data for 2SLGBTQIA+ is not available either for Toronto or nationally.</u> <p>ii) for Canada as a whole:</p> <ul style="list-style-type: none"> a. Women: 50.4% b. Racialized people: 22.3% c. Indigenous Peoples: 4.9% d. Persons with disabilities: 22% e. 2SLGBTQIA+ (Homosexual and Bisexual): 3% <p>iii) for Toronto:</p> <ul style="list-style-type: none"> a. Women: 52% b. Racialized people: 52% c. Indigenous Peoples: 1% d. Persons with disabilities: 24.3% e. 2SLGBTQIA+: 4-5% <p><u>For greater accuracy, the above thresholds will be updated periodically by the EEC, and such updating shall substitute for the above figures by written notice to the parties.</u></p> <p><u>5.03.6 Intersectional Application of Underrepresentation Thresholds</u></p>	<p>or member of a racialized group) will be appointed.</p> <ol style="list-style-type: none"> 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 LGBTQ2+ will be hired.
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		<p>For the <u>usual</u> application of underrepresentation of intersectional thresholds, other than under Article 12.04 of the Unit 2 collective agreement, the following will apply:</p> <ol style="list-style-type: none">1. In academic units where there are fewer than 44% members in the academic unit employed in bargaining unit work who identify as women and there are fewer than 30% 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 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. <u>If there are no applicants from the FCP Equity Groups and or If the academic unit has met the underrepresentation thresholds in (1), then an applicant who self-identifies as 2SLGBTQIA+ will be hired.</u> <p>For the 2020-2023 Collective Agreement the following minimum thresholds will be used when applying equity data intersectionally for hiring under Article 12.04 of the Unit 2 collective agreement:</p>	
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			<ol style="list-style-type: none"> 1. Where there are fewer than 65% of members in the hiring unit doing bargaining unit work who self-identify as members of one or more of the Equity Groups and/or where there are fewer than 50% of the 65% threshold in the hiring unit who identify as racialized people, then an applicant an applicant who self-identifies as a racialized woman (with priority being given to Black and Indigenous women) will be appointed. 2. If there are no racialized women applicants (with priority being given to Black and Indigenous women), then a racialized or Indigenous applicant will be appointed. 3. If there are no applicants under (1) and (2) then an applicant from the more underrepresented group will be appointed. 4. If there are no applicants under (1) and (2) or if the hiring unit has met both thresholds in (1), then an applicant who self-identifies a person with a disability will be hired. 5. If there are no applicants from the under-represented groups, or if the hiring unit has met the threshold under (1), then an applicant who self-identifies as 2SLGBTQIA+ will be hired. <p>Hiring Unit data for the most recent consecutive three contract years (or, during implementation, such period up to three contract years as is available) shall be used to establish hiring unit representation.</p>	
50	U1 17.21 U2 17.23 U3 16.19	Broadening the scope of the leave to include gender-based violence and making the eligibility for the	<p>July 2: <i>Union holding firm on December 22 language</i></p> <p>DOMESTIC, OR SEXUAL, <u>AND/OR</u> GENDER-BASED VIOLENCE LEAVE</p> <p>An employee may request and take a domestic, or sexual, <u>and/or gender-based</u> violence leave where</p>	<p>February 16: DOMESTIC, OR SEXUAL, <u>AND/OR</u> GENDER-BASED VIOLENCE LEAVE</p> <p>An employee may request and take a domestic, sexual <u>and/or</u> gender-based violence leave where they or their child experiences or is threatened with domestic, or sexual <u>and/or gender-based</u> violence. This leave will be to allow the employee to seek medical attention,</p>

		<p>leave inclusive of the care responsibilities our members have beyond heteronormative family relations.</p>	<p>they or their child anyone for whom they have <u>care responsibilities</u> experiences or is threatened with domestic, or sexual, <u>and/or gender-based</u> 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.</p> <p>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.</p> <p>Where an employee has exhausted their <u>domestic, sexual, and/or gender-based</u> violence leave and sick leave and any other leave entitlement under this agreement, they may be eligible for Long Term Disability, subject to the terms of the Plan (Article 10.13).</p>	<p>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.</p> <p>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.</p>
51	<p>U1 4.03 U2 4.03 U3 4.03</p>	<p>Grievance procedure and investigations, mandatory anti-sexual violence training</p>	<p>July 1:</p> <p>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</p>	<p>July 2:</p> <p>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</p>

			<p>status as result of suffering work-related sexual, gender or gender identity harassment. In keeping with this objective the parties agree:</p> <ul style="list-style-type: none"> i. to co-operate with the aims and purposes of the Centre for Human Rights, <u>Equity and Inclusion</u>; ii. to co-operate with Centre for Human Rights in the development of educational programs for CUPE 3903 members and contract administrators; iii. to follow the procedures set forth in Article 4.03.4 respecting the separation of parties to a sexual and/or gender harassment dispute. <p>The employer further agrees:</p> <ul style="list-style-type: none"> iv. to continue to sponsor educational programs mounted by the Centre for Human Rights, <u>Equity and Inclusion</u> for the University community with a view to developing a mandatory program including sexual harassment and sexual assault (sexual violence); and v. <u>to provide mandatory paid anti-sexual violence training for all CUPE 3903 members as stipulated by 10.02.2(ii) in the Unit 1 collective agreement and 10.04.5 in the Unit 2 collective agreement. Such live facilitation or training shall be accessible and shall be jointly designed and agreed to by CUPE 3903 and the Centre for Sexual Violence Response, Support and Education.</u> vi. to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8. 	<p>status as result of suffering work-related sexual, gender or gender identity harassment. In keeping with this objective the parties agree:</p> <ul style="list-style-type: none"> i. to co-operate with the aims and purposes of the Centre for Human Rights, <u>Equity and Inclusion</u>; ii. to co-operate with Centre for Human Rights in the development of educational programs for CUPE 3903 members and contract administrators; iii. to follow the procedures set forth in Article 4.03.4 respecting the separation of parties to a sexual and/or gender harassment dispute. <p>The employer further agrees:</p> <ul style="list-style-type: none"> iv. to continue to sponsor educational programs mounted by the Centre for Human Rights, <u>Equity and Inclusion</u> for the University community with a view to developing a mandatory program including sexual harassment and sexual assault (sexual violence); and v. <u>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,</u> vi. to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8. <p>[.....]</p> <p><i>Revise Article 4.04 Racial and Ethnic Harassment to update name from Centre for Human Rights to Centre</i></p>
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52	U2 12.04.1	Equity hiring	<p>May 31:</p> <p>Article 12.04</p> <p><u>A.</u> For the purposes of the 2020-2023 collective agreement, in order to try to correct systemic underrepresentation of equity seeking groups, the parties recognize the following equity goals: (i) appoint members of the Equity Groups (to a minimum of 65%</p>	<p>June 30:</p> <p><u>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).</u></p>

		<p>of all the CUPE courses being offered in the department (after calculating LSTA and CSSP appointments), and (ii) appoint 50% of such appointments to racialized people, with priority given to Black and Indigenous people). The foregoing equity targets will be assessed annually on the basis of appointment numbers per hiring unit, in accordance with Article 5.03.</p> <p>12.04.1 Appointments shall be made as follows:</p> <p>(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 on the basis of their qualifications and experience 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.</p> <p><u>i. Pool of Candidates with Required and Preferred Qualifications:</u></p> <p>(a) Where no appointment is made under (i), then the appointment shall be made from among the candidates with the required and preferred qualifications, subject to 12.04.1(ii)(b), and according to the provisions in (iv).</p> <p>(b) Effective September 1, 2021, where the parties have not achieved the equity seeking thresholds set in article 12.04A, appointments shall be made as follows: where a candidate who self-identifies as Indigenous or</p>	<p>12.04.1 Appointments shall be made as follows:</p> <p>(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.</p> <p><u>(ii) Pool of Candidates with Required and Preferred Qualifications:</u></p> <p>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):</p> <p>b. Where there is one or more candidates who as per Article 12.06.1 <u>holds incumbency in respect of the course and</u> are in the pool of candidates with required and preferred qualifications and who self-identify as Indigenous or racialized, and—</p> <p>c. Where the data indicates that the Academic Unit in which the appointment is occurring has not met the threshold targets for</p>
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			<p>racialized, and who holds incumbency in respect of a course, the senior such incumbent will be recommended for appointment to the course. They will not be displaced by a grievance that would result in the appointment of a candidate who does not self-identify as Indigenous or racialized. In such a case, the otherwise senior qualified candidate, within the meaning of Article 12.04.1, shall be dealt with under the Letter of Understanding (Article 12.04.1).</p> <p><u>i.Pool of Candidates with Required Qualifications:</u></p> <p>Where no appointment is made under (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 (iv).</p> <p>(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:</p> <p>LONG-SERVICE OVERRIDE:</p> <p>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 (v)(a), they shall be appointed;</p>	<p>representation of Indigenous or racialized as per Article 5.03.4;</p> <p>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);</p> <p>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”.</p> <p>f. No grievance will be filed challenging an appointment made under (d).</p> <p>(iii) <u>Pool of Candidates with Required Qualifications:</u></p> <p>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).</p> <p>(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:</p> <p>LONG-SERVICE OVERRIDE:</p>
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		<p>a. Where there is more than one candidate in (b), the candidate with the most years of such service shall be appointed except as follows;</p> <p>a. Where two or more candidates per (c) have equal years of such service, the candidate with the most applicable prior experience shall be appointed;</p> <p>a. 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.</p> <p>a. 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.</p> <p>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.</p> <p>*****</p> <p><u>Letter of Understanding - Priority for Indigenous or Racialized Candidates Article 12.04.1</u></p> <p>The parties agree as follows:</p> <p>4- Where a candidate who self-identifies as Indigenous or racialized is appointed in accordance with Article 12.04.1, then the most <u>senior qualified</u> candidate who does not</p>	<p>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;</p> <p>(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;</p> <p>(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;</p> <p>(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.</p> <p>(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</p>
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			<p>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”) and the Applicable Prior Experience (APE), subject to the following:</p> <p>a. _____ The Payment will be paid to the Senior Employee once for any given course; and</p> <p>b. The Payment will not occur where <u>it results in the Senior Employee being paid above the rate equivalent to the limits on appointments outlined in 12.04.1 (v) in the academic year in which these circumstances occur. that is not less than the average workload of the Senior Employee (excluding any extended medical leave) over the previous three-year period or in the previous academic year, whichever is higher.</u></p> <p>1. No grievance will be filed challenging the appointment made under Article 12.04.1 <u>shall result in the displacement of the appointed Indigenous or racialized member.</u></p> <p>This Letter of Understanding shall be placed in the 2020-23 collective agreement booklet and shall form</p>	<p>bargaining unit work.</p> <p>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.</p> <p>*****</p> <p><u>Letter of Understanding - Priority for Indigenous or Racialized Candidates Article 12.04.1</u></p> <p><u>The parties agree as follows:</u></p> <p>1. Where a candidate who self-identifies as Indigenous or racialized is appointed in accordance with Article 12.04.1(ii), then a senior 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”), and the Applicable Prior Experience (APE) subject to the following:</p> <p>a. The Payment will be paid to the Senior Employee once for any given course; and</p> <p>b. <u>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.</u></p>
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			<p>part of the 2020-23 collective agreement until the <u>equity goals set out throughout Article 5.03 have been achieved. Data related to appointments and payouts made under this LOU shall be reported to the Employment Equity Committee by December 1, and shall constitute part of the review of the equity goals set out in 5.03. It will expire with the commencement of the renewal collective agreement following the 2020-23 collective agreement and shall be removed from the collective agreement booklet for the renewal collective agreement, unless this Letter of Understanding is renewed by the parties.</u></p>	<p>2. No grievance will be filed challenging an appointment made under Article 12.04.1(ii)(d) <u>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.</u></p> <p>3. This Letter of Understanding shall be placed in the 2020-23 collective agreement booklet and shall form part of the 2020-23 collective agreement. It will expire with the commencement of the renewal collective agreement following the 2020-23 collective agreement and shall be removed from the collective agreement booklet for the renewal collective agreement, unless this Letter of Understanding is renewed by the parties.</p>
53	U2 12.04.2	Equity hiring	<p>May 31: 12.04.2</p> <p>(i) Where the applicants for a position have no previous applicable prior experience or have equivalent applicable prior experience and meet the same levels of Required and/or Preferred qualifications (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 definitions of underrepresentation and intersectionality in Article 5.03 and the process in Article 5.03.5/6.</p>	<p>June 22:</p> <p>(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.</p> <p>(ii) Save and except for courses taught under 12.22, when a position is being posted in a Hiring Unit</p>

			(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 definitions of underrepresentation and intersectionality in Article 5.03 and the process in Article 5.03.5/6.	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.
54	U2 24.07	Equity hiring for LSTAs	December 22: In the <u>2020-2021</u> contract year a minimum of 7 LSTAs will for be offered for September 1, <u>2021</u> , in the <u>2021-2022</u> contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, <u>2022</u> , in the <u>2022-2023</u> contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, <u>2023</u> . To the extent practicable a <u>A minimum of 65% of the total number of LSTAs over the two-year period will be made from among those who belong to one or more of the five employment equity groups (i.e., Aboriginal people, persons with disabilities, visible minorities, women and LGBTQ). The Employer shall make 50% of such appointments to BIPOC members (with priority given to Black and Indigenous people).</u>	
55	U2 23.04	Equity hiring for conversions	February 27: (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 incentive funding <u>equivalent to 7 Type 1 Course Directorships available</u> in each year of the collective agreement.	March 27: Article 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

		<p>(ii) <u>In each year of the collective agreement, the Office of the Vice President Academic and Provost shall make the greater of:</u></p> <p>a) <u>five recommendations per year,</u></p> <p><u>or</u></p> <p>b) <u>recommendations equal to 20% of the tenure-track hires in that academic year. That percentage will only apply to departments where CUPE 3903 holds at least 40% of the Course Directorships.</u></p> <p><u>For example, if in an academic year the Employer has decided to make 200 tenure track appointments throughout the University, of which 30 are in departments in which CUPE 3903 holds at least 40% of the Course Directorships, the Employer must make a minimum of 6 recommendations for that academic year.</u></p> <p>(iii) <u>In each year, at least 2/5 (or 40%) of all recommendations for conversion to tenure-stream positions will be for members from one or more of the five designated employment equity-seeking groups (i.e., Indigenous people, persons with disabilities, BIPOC, women, and 2SLGBTQIA people). From those, a minimum of 50% of the recommendations will be for BIPOC members. Hiring units must provide written documentation of having met these thresholds.</u></p> <p>(iv) <u>Tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by April 15 and the Provost's announcement to the York community shall be made by April 30. Appointments shall commence July 1.</u></p> <p>(v) <u>If an applicant is not recommended by the School or Department, a written explanation will be provided to the applicant upon request.</u></p>	<p>Type 1 or equivalent positions over those four years; or</p> <p>(ii) <u>have at least five <u>three</u> 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 <u>3</u> Type 1 positions in any three <u>four</u> years and at least 9 7 <u>7</u> type 1 or equivalent positions in any four <u>three</u> years and who belong to at least one <u>Equity Group of the four employment equity groups (i.e. aboriginal people, persons with disabilities, visible minorities and women)</u> shall be eligible for inclusion in the Affirmative Action Pool.</u></p> <p>(i) <u>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.</u></p> <p>(ii) <u>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 <u>2021-22</u> and two (2) recommendations in 2019-20 <u>2022-2023</u> 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 <u>among</u> candidates who self-identify as <u>Aboriginal (Indigenous) or as a member of a visible minority (racialized group)</u> 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</u></p>
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				<p><u>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.</u></p> <p>(iii) During this period, should any member of the Affirmative Action Pool be appointed to a tenure-stream position as a result of a normal search process, the hiring unit receiving the appointment will be entitled to receive incentive funding under Article 23.04(i).</p> <p>(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.</p> <p>(v) If an applicant is not recommended by the School or Department, an a written explanation will be provided to the applicant on request.</p>
56	U1 10.01.1	Fair distribution and equity hiring for tickets	June 4: Agreed to the Employer's language	<p>June 4:</p> <p>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 <u>fifty-five (55)</u> 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</p>

				<p>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.</p> <p>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.</p> <p>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 forenoted ratio. The Administration will report as soon as the grants are accepted and again, when the appointments begin.</p> <p>Effective 2015-16 the ticket application process is as follows:</p> <ul style="list-style-type: none">(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.
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				<p>(ii) Applications for ticketed course directorships will additionally include, along with the Application Form in Appendix F:</p> <ul style="list-style-type: none">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. <p>(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.</p> <p>(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</p>
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				<p>communicated to applicants. In all cases, appointment decisions will be communicated to applicants by May 15.</p> <p>(v) <u>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.</u></p> <p>(vi) <u>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.</u></p> <p>(vii) <u>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:</u></p> <ol style="list-style-type: none"> a. <u>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:</u> b. <u>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,</u>
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				<p>first priority will be given to applicants who self-identify as a member of two or more Equity Groups.</p> <p>(viii) <u>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.</u></p>
57	<p>U1 10.02.2 (iii) U2 10.04.5 U3 15.0</p>	<p>Paid Equity Training</p>	<p>December 22: (iii) <u>The Employer shall allocate 10 hours per term to mandatory training under the Accessibility for Ontarians with Disabilities Act, the Occupational Health and Safety Act, and any other anti-violence, anti-harassment or anti-discrimination training agreed to between the Employer and CUPE 3903.</u></p>	<p>February 18: (ii) Any employer-required training or orientation of fewer than ten hours, <u>or fewer than fifteen hours in the case of a first appointment as an employee of York University,</u> 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. <u>Such training may include up to five (5) hours of mandatory Occupational Health and Safety and AODA training, and Sexual Violence training.</u> 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.</p> <p>APPENDIX A: Training (Up to 10 hours <u>which may include up to 5 hours for mandatory Occupational Health and Safety and AODA, and sexual violence training</u>) Training for a first-time employee of York University (up to an additional 5 hours)</p>
58	<p>U1 APPENDIX F See document at the end</p>	<p>Revising the blanket application form</p>	<p>July 2: Agreed to the Employer's language</p>	<p>June 18: NAME: surname <u>legal name</u> <u>preferred name & pronouns</u></p>

59	U1 22.02 U2 22.02 U3 14.02	Collection of Identity disaggregated data.	<p>July 1:</p> <p>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:</p> <p>(i) The electronic transfer, updated by 1 November each year, for current fall/winter appointments, <u>by 1 March each year for winter appointments</u>, 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:</p> <ul style="list-style-type: none"> payroll number name address (as contained on the Payroll file) telephone number (as available on the Payroll file) Email address sex date of birth (when available) faculty department starting pay date ending pay date category of appointment position code number of assignments or hours salary paid vacation pay additional amount Names of employees who participate in the Pension Plan. <p>The parties agree to convert the dataset to a format which can be used by the Union, and the necessary costs of converting the dataset to a format which can be used by the Union and will be shared by the parties.</p>	<p>February 18:</p> <p>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:</p> <p>(i) The electronic transfer, updated by 1 November each year, for current fall/winter appointments, <u>by 1 March each year for winter appointments</u>, 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:</p>
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		<p><u>(ii) The electronic transfer, updated by 1 November, 1 March, and 1 July each year and with intermittent updates, as practicable, of a dataset of program and enrolment information of all bargaining unit members, containing the following information for each member with student status:</u></p> <p><u>SISID (student number)</u> <u>Name</u> <u>Address (as available in SIS file)</u> <u>Telephone number (as available in SIS file)</u> <u>Email address(es) (as available in SIS file)</u> <u>Study session</u> <u>Candidacy level (year of study)</u> <u>Program faculty</u> <u>Academic qualification(s)</u> <u>Subject</u> <u>Program</u></p> <p>(iii) <u>(iii)</u> Information which the Employer is obligated to provide by other articles of this agreement. Articles which require the regular transfer of information are: 3.03, 4.04, 10.01.2, 10.02.4 (i) and (ii), 10.18(iv), 11.01.3, 11.06, 12.06, 16.07, and 22.02 (i) and (iv).</p> <p>(iii) <u>(iv)</u> Upon written request from the union, and within a reasonable period of time, additional information pertaining to the operations of the University and relevant to the bargaining unit, and of the sort normally made available to the union, provided that:</p> <p>(a) the employer shall not be required to prepare reports or analyses of data not normally prepared in the course of the University's operations or that cannot be provided by the making of minor modifications in reports normally prepared;</p> <p>(b) the employer shall not be required to supply information which is deemed by the employer to be confidential with respect to the employer's formulation of its own position on interpretation or renegotiation of</p>	
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			<p>this agreement or subsequent agreements.</p> <p>(iv) Further, the employer agrees to provide to the union, within one month of the start of each academic session, a list of available telephone numbers of members of the bargaining unit appointed to that session.</p>	
66	U2 Appendices	Joint Statement on Equity Issues		<p>June 22:</p> <p>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:</p> <ol style="list-style-type: none"> 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.

				<p>3. Accordingly, the parties note as follows:</p> <p>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.</p> <p>b. At Article 5.03.3(c) and (d) the parties have defined both:</p> <ul style="list-style-type: none">- External Availability Data; and- General Workforce Population Equity Group Data. <p>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.</p> <p>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</p>
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				<p>Equity Groups within the broader society.</p> <p>Specifically, the current General Workforce Population Equity Group Data are:</p> <ul style="list-style-type: none">i) for Canada as a whole:<ul style="list-style-type: none">a. Women: 48.2%b. Racialized people: 21.3%c. Indigenous Peoples: 4.0%d. Persons with disabilities: 9.1%ii) for Toronto:<ul style="list-style-type: none">a. Women: 48.7%b. Racialized people: 48.8%Indigenous Peoples: 0.8%
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HEALTH AND SAFETY				
#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
61	U1 17.22 U2 17.24 U3 16.21	NEW: Quarantine/ Self-Isolation	<p><u>December 22:</u> <u>The Employer shall grant an employee paid leave at full salary, up to the equivalent of the prescribed leave of her Appointment Contracts, if the employee is not able to perform the duties of her position.</u></p> <p><u>(a) because of an order of a public health authority that applies to the employee;</u></p> <p><u>(b) because the employee is under individual medical investigation, supervision, or treatment related to an infectious disease;</u></p> <p><u>(c) because the employee is in quarantine or isolation or is subject to a control measure (which may include, but is not limited to, self-isolation), and the quarantine, isolation or control measure was implemented as a result of information or directions related to an infectious disease issued to the public, in whole or in part, or to one or more individuals, by a public health official, a qualified health practitioner, Telehealth Ontario, the Government of Ontario, the Government of Canada, a municipal council or a board of health, whether through print, electronic, broadcast or other means;</u></p> <p><u>(d) because the employee is providing care or support to an individual referred to in (U1 17.22.1, U2 17.24.1, U3 16.21.1) because of a matter related to an infectious disease that concerns that individual, including, but not limited to, school or daycare closures; or</u></p> <p><u>(e) because the employee is directly affected by travel restrictions related to an infectious disease and, under the circumstances, cannot reasonably be expected to travel back to Ontario.</u></p>	

62	U1 17.22.1 U2 17.24.1 U3 16.21.1	NEW: Quarantine/ Self-Isolation	December 22: <u>Subclause (d) above applies with respect to any individual for whom the member has care responsibilities.</u>	
63	All Units Letter of Understanding	Safe Return to Work in the Context of COVID-19	<p>June 24: <u>The PARTIES AGREE as follows:</u></p> <ol style="list-style-type: none"> 1) <u>The parties agree and acknowledge that this Letter of Understanding is reached in relation to the unique circumstances of the COVID-19 threat 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.</u> 2) <u>No member of CUPE 3903 will be required to work physically on campus unless:</u> <ol style="list-style-type: none"> a) <u>The member has received both doses of the COVID-19 vaccination and a COVID-19 booster if necessary, and has been allowed two (2) weeks from the date of the last dose for maximum efficacy to have been reached;</u> b) <u>The vaccine has at least 85% efficacy against the identified variants of COVID-19, according to Health Canada;</u> c) <u>The 14-day rolling average of new cases in the GTA is at or below 2 per 100,000 people;</u> d) <u>The 14-day rolling average positivity rate of tests in the GTA is at or below 2% (as per WHO recommendations);</u> 	<p>July 1: <u>RE: Safe Return to Work in the Context of COVID-19</u></p> <p><u>Whereas the University is engaged in ongoing planning for the phased return to campus following the easing of COVID-19 pandemic-related restrictions.</u></p> <p><u>And whereas the Province of Ontario “the Province” entered Step 2 of its “Roadmap to Reopen” on June 30, 2021.</u></p> <p><u>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.</u></p> <p><u>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</u></p> <p><u>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.</u></p> <p><u>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</u></p>

			<p>e) <u>The R-number in the GTA is at or below 0.5.</u></p> <p>3) <u>No member of CUPE 3903 will be forced to give up work due to lack of access to a Health Canada approved COVID-19 vaccine.</u></p> <p>4) <u>No member of CUPE 3903 will be required to work in a classroom in which the ventilation does not allow for six equivalent air changes per hour, and which has not been equipped with HEPA filters.</u></p> <p>5) <u>As the COVID-19 threat is an ever-evolving reality and needs constant review, the Employer and the Union shall jointly agree on a process for next steps before initiating any policy change with respect to work conditions for CUPE 3903 members.</u></p> <p>6) <u>A joint committee of the Union's executive and the Employer will meet bi-weekly in order to evaluate the state of the COVID-19 threat.</u></p> <p>7) <u>No member who is: immunosuppressed, immunocompromised, or unable to receive the COVID-19 vaccination for other reasons will be required to return to in-person work until the local Public Health Units have determined that it is safe for unvaccinated and/or immunocompromised and immunosuppressed people to attend indoor gatherings of more than 20 people.</u></p> <p>8) <u>No member who lives with, or cares for persons who are: immunosuppressed, immunocompromised, over the age of 70, under the age of 12, or unable to receive the COVID-19 vaccination for other reasons will be required to return to in-person work until the local Public Health Units have determined that it is safe for unvaccinated and/or immunocompromised and immunosuppressed people to attend indoor gatherings of more than 20 people.</u></p>	<p><u>potential travel restrictions for international students) will be provided.</u></p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>And whereas the University is adopting appropriate measures for a safe and healthy phased return to campus.</u></p> <p><u>Therefore, the Parties agree that:</u></p> <p>1) <u>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.</u></p> <p>2) <u>Employees who require medical and/or family status accommodation relating to the phased return to campus may seek accommodation in</u></p>
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			<p>9) <u>Before requiring a return to in-person work, the Employer shall take the required steps to ensure that the campus buildings which have been empty over the course of remote-learning are free from other potential sources of disease. These include, but are not limited to: norovirus exposure due to rodent infestations, or exposure to Legionnaires disease due to legionella arising from the lack of regular use of water pipes.</u></p> <p><u>Upon returning to in-person work, members of CUPE 3903 will have the right to remove themselves from situations in which they deem that they are inadequately protected against COVID-19 and refuse unsafe work per OHSA s. 42(3) and they will not be subjected to discipline for doing so.</u></p>	<p><u>accordance with university processes supported by the Employee Well-Being Office.</u></p>
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UNION RIGHTS				
#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
64	U1 15.09.1 U2 15.08.01 U3 11.05.03	Increase Executive Service Funding	<p>December 22:</p> <p>In recognition of the fact that service on the union executive limits the ability of employees to make themselves available for employment, the employer agrees to pay the union by 30 September of each year the equivalent of the salary of eight ten course directors, in full satisfaction of the Employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 agreements. These monies shall be distributed among the members of the Executive Committee as seen fit by the Union.</p>	
65	All Units Letter of Understanding	Dated Items	<p>June 30:</p> <p><u>RE: Dated Items [All Units Item]</u> <u>The PARTIES AGREE as follows:</u></p> <p><u>For the purposes of the renewal collective agreement, all dated provisions in the expired collective agreement that are not the subject of any Union or Employer proposals shall be replicated in the renewal collective agreement with adjusted dates to reflect the term of the renewal collective agreement.</u></p> <p><u>For example, Article 15.15 of the Unit 2 Collective Agreement would read as follows: "In each year of the collective agreement 2020-2021, 2021-2022, 2022-2023 an annual Research Leave Fund will be maintained at a value of..."</u></p>	<p>July 1:</p> <p>U2 Article 15.15 – Research Leaves</p> <p>In each year of the collective agreement, 2014-2015, 2015-2016 and 2016-2017 <u>2020-2021, 2021-2022, and 2022-2023</u> 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.</p>

Revised: June 2020

