**April 10, 2024, Employer Without Prejudice or Precedent Framework for Settlement**

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

B E T W E E N:

**YORK UNIVERSITY**

**(the “Employer”)**

**- and –**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903**

**(the “Union”)**

**MEMORANDUM OF SETTLEMENT FOR A RENEWAL**

**COLLECTIVE AGREEMENT – UNIT 2**

1. This Memorandum of Settlement is tabled without prejudice to the employer’s tabling of amended or new proposals in the course of continued collective bargaining.
2. The term of the renewal collective agreement shall be from September 1, 2023, to August 31, 2026, and shall have no retroactive effect whatsoever other than as expressly set out herein.
3. Employees in the bargaining unit as of the date of ratification will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, 2023 up to the date of ratification and what they would have received during the same period of time had the wage rates been increased effective September 1, 2023 by 3.0%. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.
4. The renewal collective agreement shall be in the same form as the predecessor 2020-23 Collective Agreement other than as modified by Schedule “A”, “B”, “C”, “D” and “E” to this Memorandum of Settlement.
5. The University reserves the right to withdraw or amend any or all proposals set out at Schedule “A”, “B”, “C”, “D” and “E” if all items not agreed to.
6. All other proposals not included in the final form of this Memorandum of Settlement are withdrawn.
7. The final form of the renewal collective agreement is subject to a housekeeping review including, for example, consecutive numbering of all Articles and numerical consistency in references to Articles throughout the collective agreement.
8. Article numbers set out in Schedules “A”, “B” and “C” below are taken from the 2020-23 Collective Agreement and are subject to change in accordance with agreements reached in Schedule “D” and “E”.

**Schedule “A” to Memorandum of Settlement for A Renewal Collective Agreement**

**Proposal Regarding Bill 124 Wage Re-Opener**

**Employer Counter Proposal – April 10, 2024**

1. The University is seeking mutual agreement on any Bill 124 re-opener issues for the 3-year moderation period from September 1, 2020, to August 31, 2023, in the context of negotiations for a multi-year renewal collective agreement on compensation issues from September 1, 2023, onward.

2. CUPE 3903 confirms its agreement that employees in the CUPE 3903 bargaining unit(s)should not receive double compensation or recovery of any nature or kind whatsoever for any alleged losses in compensation that are claimed as arising from or related in any way to Bill 124. Without limiting the generality of the foregoing, this means that if these discussions result in a ratified Memorandum of Settlement for a multi-year renewal collective agreement, CUPE 3903 will reimburse the University for any monies its membersreceive directly or indirectly from the Ontario government for lost or forgone compensation during the Bill 124 moderation period.

3. Moderation Period Pay Increases:

1. Effective September 1, 2020, retroactive increase to Article 10.04.1 (Salary Rates) and Article 15.03.1 (Authorized Replacement) of 0.75% 1.0%.
2. Effective September 1, 2021, retroactive increase to Article 10.04.1 (Salary Rates) and Article 15.03.1 (Authorized Replacement) of 0.75% 1.75%.
3. Effective September 1, 2022, retroactive increase to Article 10.04.1 (Salary Rates) and Article 15.03.1 (Authorized Replacement) of 2.75%.

4. Employees in the bargaining unit at the date of ratification who held appointments during the moderation period, will receive a lump sum payment less applicable deductions required by law calculated based upon the agreed-upon across-the-board retroactive increases to salary, and their effective dates. This payment will be effective on the commencement of a pay period following the date of ratification of the renewal collective agreement and made on a regular pay date as expeditiously as practicable following ratification.

After completing payments to current employees, the University will notify former employees who held appointments during the moderation period, by regular mail and email (if available) using the last contact information on file and will provide sixty (60) ninety (90) days for the former employee to provide confirmation of either the banking information on file or other banking information to facilitate a lump-sum payment to them. The Employer will provide the Union with a list of former employees who have not responded within forty-five (45) days of the issuance of the notification. For clarity, it is agreed that any retroactive increases to salary, for any year of the moderation period as agreed to by the parties, applies to former and current employees in the bargaining unit.

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

**Proposals Regarding Salary and Collective Agreement Funds for Renewal Period**

**Employer Counter Proposal – April 10, 2024**

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

Increase salary rates in 10.04.1 and authorized replacement rates in 15.03.1 by

* 3.0% effective September 1, 2023;
* ~~2.5~~ 2.75% September 1, 2024;
* ~~2.50~~ 2.75% September 1, 2025.
1. **Collective Agreement Funds**

Increase the following Funds by 1% in each of the 2023-24, 2024-25, and 2025-26 contract years:

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

**Schedule “C” to Memorandum of Settlement for A Renewal Collective Agreement**

**Agreed to Items**

1. Article 1.03 – Definitions
2. Article 3.01.1 – Employees Represented
3. Article 4.06 – Printing Collective Agreement
4. Article 5.01.1-5.01.3 – Labour Management Committees
5. Article 5.03.4 – Use and Reporting of Data
6. Article 5.03.5 – Underrepresentation
7. Letter of Understanding – Representation Thresholds
8. Article 7 – Arbitration
9. Article 10.01.1 – Type 2 Workload
10. APPENDIX M – WORKLOAD FORM FOR UNIT 2 TYPE 2 POSITIONS
11. Article 10.04.2 – Tutor 3 Definition
12. Article 10.08 – Vacation Pay
13. Article 12.02.1 (iii-iv) – Applications (Nursing)
14. Article 12.02.2 – Appointments
15. Article 12.13.1 – Written Offer of Appointments
16. Article 12.04.1 – Prioritization for Racialized or Indigenous Appointments
17. Article 12.05 – Appointment Caps
18. Article 12.06 – Incumbency
19. Article 12.07 – Applicable Prior Experience
20. Article 12.10 – Bridge
21. Article 12.19 – Appointment Information
22. Article 12.22 – Request to Design Course
23. Article 15.10 – Experience Credit for Participation\*

\**The Union will withdraw its Policy Grievance with respect to this matter, dated February 3, 2023.*

1. Article 15.19 – Professional Development Fund
2. Article 15.21 – Professional Expense Reimbursement
3. Article 15.24 – Equity Fund
4. Article 15.29 – Fund Protection
5. Article 17.06 – Pregnancy Leave
6. Article 17.07 – Paid Caregiver Leave
7. Article 17.08 – Paid Adoption Leave
8. Article 17.09 – Unpaid Parental Leave
9. Article 17.10 – Pregnancy Leave Replacements
10. Article 17.11 – Supplemental Benefits
11. Article 19.01 – Duration of the agreement
12. Letter of Intent #1
13. Letter of Understanding – Severance
14. Letter of Understanding - Priority For Indigenous Or Racialized Candidates – Article 12.04.1
15. Appendix B – Offer of Appointment

# ARTICLE 1 – PURPOSE AND DEFINTIONS

* 1. **Definitions**

1.03.1 Definition of Day

Throughout the Collective Agreement “Day(s)” refers to calendar day(s), unless:

1. The language of the Collective Agreement specifies “Working Days”; or
2. The day(s) at issue is/are observed as a statutory holiday by the University or the University is otherwise closed, in which case the day(s) shall not count towards any time limit set out in the Collective Agreement.

# ARTICLE 3.01 – EMPLOYEES REPRESENTED

* + 1. The employer recognizes the union as the exclusive bargaining agent for all its employees employed in teaching, demonstrating, tutoring and marking, save and except:
1. All persons who are employed in the Faculty of Law, the Schulich School of Business, the Department of Administrative Studies in the Faculty of Liberal Arts and Professional Studies, the Centre for School of Continuing Studies Education or in courses intended primarily for students who are not registered in a degree credit program;
2. All full-time graduate students registered at York University;
3. All persons holding part-time appointments at or above the rank of lecturer;
4. Persons whose salaries are paid from other than operating funds;
5. Persons holding full-time academic appointments at the University;
6. Persons employed in a confidential labour relations capacity;
7. All persons engaged in graduate level teaching in the Faculty of Environmental and Urban Change Studies;
8. All retirees from the full-time faculty of York University whose terms and conditions of employment are governed by the terms of the YUFA collective agreement.

**ARTICLE 4 – DISCRIMINATION AND HARASSMENT**

* 1. PRINTING AGREEMENT
		1. The Employer shall prepare the final form of this agreement for approval of the parties prior to printing. The Employer shall assume responsibility for the printing and distributing to all bargaining unit members and the Union, and distribution of the agreed to number of sufficient copies of the agreed upon final form of this agreement. The parties agree to share equally the costs of printing the agreement. The Employer is also responsible for ensuring that members with visual impairments have access to the collective agreement in an appropriate and accessible format.
		2. The Union shall be responsible for translating the collective agreement into French and printing sufficient copies of the translated agreement for its bilingual and Francophone members and the employer. The Employer agrees to bear one-half the cost of translating the agreement to a maximum of $5000. The Employer also agrees to bear one-half the cost of printing and distributing a maximum of 100 copies of the translated agreement.

Where there is any disagreement as to the interpretation of this agreement, the English version shall be binding.

**ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES**

* 1. The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of ~~three~~ five representatives from each party, inclusive of CUPE 3903 staff representatives and Employer Office of Labour Relations representatives. Each party shall inform the other of the names of the ~~three~~ five representatives prior to the first Labour/Management committee meeting of the contract year.
	2. The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. However, neither the Employer nor the Union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint Co-Chair, and the two persons so designated shall alternate in presiding over meetings. Either Coco-Chair may call meetings on at least two weeks’ notice to the other members of the Committee.
	3. As appropriate, the parties may invite the union and employer representatives on the Security Advisory Council to attend a Labour/Management Committee meeting to address any security issues on the agenda. ~~In addition to each party’s three representatives, either party may have other persons who are regularly engaged in labour management activity attend the meeting with advance notice to the other party.~~ As appropriate, either party may also propose to the other that guests with relevant knowledge or expertise attend to speak to specific agenda items with advance notice to the other party.

…

**5.0.3.4 Use and Reporting of Data**

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

* + - 1. External Availability Data.
			2. Internal Self-identification Representation Datafor 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.
			3. 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(ed).
			4. 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:
				1. Article 12.04.1
				2. Article 12.04.2
				3. Article 23 Affirmative Action

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

(a) By December 1 each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-identification Representation Data broken down by department and faculty for the most recent consecutive three contract years for which the data is available as of the immediately preceding November 1, per Article 5.03.4(1)(b), and (c) and (d) ~~(a)(ii)~~. Internal Self-Representation Data will be provided for individual academic units with 10 or more contract faculty members over the reporting period. For academic units with fewer than 10 contract faculty over the reporting period, the University will provide confirmation of whether that unit is below or has met the equity goal of fair representation for Equity Groups. Subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, for academic units with fewer than 10 contract faculty over the reporting period, Self-Representation Data will be provided for the Faculty as a whole, which serves as the basis for determining underrepresentation in these units per Article 5.04.4 5.03.5(b) below.

(b) By December 1 of each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-Representation data including intersectionality totals of up to two Equity Groups correlated with information including number of positions held, position type, and salaries (by dollar range) available as of the immediately preceding November 1, per Article 5.03.1(ed).

(c) Internal Self-identification Representation Data, as defined at Article 5.03.4(1)(b) and (c), will show the total number of employees who completed a self-identification survey or applicant self-identification form, as well as the total number of employees in the bargaining unit. For the purposes of the collective agreement, Internal Self-identification Representation will be determined using the number of employees who have completed a self-identification survey or applicant self-identification form.

* + 1. **Underrepresentation**
1. Representation Thresholds

Unless otherwise agreed upon and, in order not to interfere with the Employer’s FCP obligations, where the representation percentages are not lower than those for the FCP Equity Groups in the External Availability Datafor Canada as a whole, underrepresentation shall be understood to mean fewer a lower percentage of employees who identify as belonging to one or more of the Employment Equity Groups than is accounted for by the External Availability Datafor Toronto. and the External Availability Data for Canada as a whole, whichever is higher. Since there is no External Availability Data for persons with disabilities, the parties will refer to the Statistics Canada Employment Equity Occupational Group ‘Professionals’ data for persons with disabilities.

 …

 Persons with Disabilities: 8.9% \*as of November 2023

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

…

**Letter of Understanding – Representation Thresholds**

In the event that Statistics Canada releases External Availability Data during the life of the collective agreement, the Employer will provide such data to the Employment Equity Committee at its first meeting after the release of such data by Statistics Canada**.**  and The parties willrely on the updated External Availability Data for it will form the basis ofthe representation thresholds set out in Article 5.03.5 for subsequent appointment exercises. For clarity, the EEC may have regard to the updated External Availability Data as it determines appropriate to fulfilling its mandate in Article 5.03.1.

**ARTICLE 7 – ARBITRATION**

* 1. If the union so wishes, gGrievances shall be heard by a single Arbitrator. or by a three person Arbitration Board. If a single Arbitrator is requested by the union, The union shall, The Party advancing a grievance to arbitration shall in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The employer other Party shall respond within ten working days, either agreeing to the union’s proposed single Arbitrator or suggesting alternative Arbitrators. If the employer fails to respond within thirty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union. If the parties cannot agree on an Arbitrator within thirty days, either party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.
	2. The union’s request for a Board of Arbitration shall name that party’s appointee to the Board of Arbitration. Upon receipt of the notice, the employer shall, within forty-five days, advise the union of the name of its appointee to the Board of Arbitration. If the employer fails to respond within forty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union.
	3. The appointees to the Board of Arbitration shall then meet to decide upon the selection of the Chair of the Board. If the parties cannot agree upon the selection of the Chair within twenty-one days, either party may request the Minister of Labour for the Province of Ontario to appoint an impartial third member as Chair.
	4. Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of the Chair or single Arbitrator, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the parties. The parties agree to use University facilities at no cost wherever possible.
	5. The Board of Arbitration or single Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the parties have expressly agreed, in writing, to give it or their specific authority to do so or to make an award which has such effect.
	6. Notwithstanding Articles 6.08 and 6.14 6.07 and 6.13, both parties agree that if an Arbitrator determines that the union has shown reasonable cause for a violation of time limits, the Arbitrator may hear the grievance.
	7. The Arbitration Board or single Arbitrator shall have the authority to fashion a remedy appropriate in the circumstances to resolve the grievance regardless of the form in which the grievance was filed.
	8. Should the parties disagree as to the meaning of the Board’s decision, either party may apply to the Chair of the Board of Arbitration or single Arbitrator to reconvene to clarify the decision, which they shall do within five days.
	9. Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.

[Unit 1]

There is no Article 7.10 in Unit 3. ]

7.08 The parties agree that an Board of Arbitration or single Arbitrator shall have the authority to resolve any matter referred pursuant to Article 10.04.210.04.4.

[Unit 2]

7.08 The parties agree that an Board of Arbitration or single Arbitrator shall have the authority to resolve any matter referred pursuant to Article 10.04.2.

[Unit 3]

*There is no Article 7.08 in Unit 3.*

**ARTICLE 10 – POSITIONS AND RATES OF PAY**

**10.01 Workload**

10.01 The Parties recognize that many variables are associated with identifying and defining the requirements for preparing and teaching in a course. Nevertheless, the under noted position titles and minimum salary or hourly rates shall apply and, so far as practicable, the duties and responsibilities of a particular appointment shall be discussed and agreed upon prior to the start of that appointment.

**10.01.1 TYPE 2 WORKLOAD**

i) With the exception of Music Tutor positions, which shall be treated in accordance with Article 10.04.2 (“Definitions”), the expected workload of an appointment to a Type 2 position shall be no more than 135 hours for each Type 2 appointment. Expected workloads shall be adjusted proportionally if a fractional appointment is made.

ii) For Type 2 positions, all work assigned and/or approved by the course supervisor shall be included in the hours noted above. This work may include, but is not limited to, preparation for classes, preparation of written or audio-visual materials, attending lectures, leading discussions and supervising laboratories, rating students’ work, holding office hours, consulting with students, invigilation of tests and exams, writing and grading tests, examinations and lab sets, grading essays, term papers and problem sets, setting up experiments, conducting field trips, and conferring with the supervisor.

(iii) Since the course supervisor/director is primarily responsible for assigning reasonable duties and responsibilities, allocating sufficient hours, and ensuring that the assigned duties and responsibilities of the Tutor can be completed within the time allocated:

(a) As soon as possible after the start of the appointment, and, normally, no later than the end of the first calendar month of the course (e.g., end of September for full-year and fall courses and end of January for winter courses), the course supervisor shall assign and discuss the duties and responsibilities and the reasonable pacing of the work assigned, taking into consideration the normal sessional fluctuation and patterns of work, of the appointment, in as much detail as practicable, with the Tutor . As part of the discussion of the duties and responsibilities of the Tutor, the course supervisor and the Tutor shall discuss how important course dates (such as assignment due dates and dates of tests and exams) correspond to centralized administrative deadlines (such as the final date for submitting grades). This discussion of duties and responsibilities, including the allocation of time for the various duties and responsibilities, shall be confirmed in writing to the Tutor by the course supervisor with a copy sent to the hiring unit Chair and to the union within fourteen (14) calendar days of the meeting. This written confirmation shall hereafter be referred to as the Workload Form. (See Appendix XXY Workload Form for Unit 2 Type 2 Positions.)

(b) The course supervisor shall again discuss the assigned duties and responsibilities with the Tutor to assess whether the remaining duties and responsibilities can be completed within the hours allocated. This subsequent meeting normally shall be held as soon after the mid-point of the course as practicable, and by the end of January in the fall/winter session. The discussion and assessment shall be confirmed in writing to the Tutor by the course supervisor, with a copy to the hiring unit Chair and to the union within fourteen (14) calendar days of the meeting. Where the assessment indicates that overwork has occurred or is likely to occur, the course supervisor and Tutor shall meet, with a union representative present if the Tutor so wishes, and, where appropriate, shall attempt to find a mutually acceptable remedy.

(c) Where the course supervisor fails to discharge their responsibilities per (a) or (b) above within the specified timelines and the Tutor has written to the course supervisor requesting that they discharge their responsibilities, if the course supervisor does not respond in writing within seven days the tutor or the union may write to the Chair per article 10.01.1 (v) below. In such a circumstance worked performed by the tutor up to the time at which the chair consults with the responsible union representative(s) and, if appropriate, the Tutor will be deemed to have been assigned or approved by the course supervisor.

iv) Since the Tutor is primarily responsible for ensuring that the assigned duties and responsibilities of the position are completed within the time allocated:

(a) Notwithstanding 10.01.1(iii), as soon as the Tutor becomes aware, or reasonably ought to have been aware, that the hours in 10.01.1(i) may be exceeded, normally they shall request in writing a meeting with the course supervisor, or in exceptional circumstances shall request in writing a meeting with the hiring unit Chair/Director, to discuss possible overwork. The course supervisor or Chair/Director and Tutor shall meet, with a union representative present if the Tutor so wishes, and, where appropriate, attempt to find a mutually acceptable remedy.

(b) An acceptable remedy in a discussion as per 10.01.1(iii)(b) or 10.01.1(iv)(a) above, is compensation for additional hours worked at the Overwork Rate, provided that the Dean or their designate approves such compensation.

(v) Where the Tutor or the union believes that the workload provisions of the collective agreement have not been fulfilled or where a mutually acceptable remedy is not found, they normally shall inform the Chair/Director of the workload concerns. The Chair/Director shall within seven days of the receipt of the notice consult with the responsible union representative(s) and, if appropriate, the Tutor and shall attempt to find an acceptable remedy. Normally, the Chair/Director shall have fourteen days from the receipt of the notice to resolve the matter.

**10.01.2**

(i) Where, upon completion of the procedures specified in Article 10.01.1, the matter is not satisfactorily resolved, grievances alleging violations of the workload provision of Articles 10.01.1 shall normally proceed to Step 1.

1. In exceptional circumstances, on application by the union indicating such exceptional circumstances, grievances alleging violations of Articles 10.01.1 may be processed according to the expedited grievance procedure in Article 6.14.

(iii) Notwithstanding 10.01.2 (i) and (ii) above, an acceptable remedy of a grievance alleging overwork is compensation for additional hours worked at the Overwork Rate in 10.04.1.

[...]

10.04.1 SALARY RATES

*[...insert after the CHART]*

\*\*\* The overwork rate shall apply to Article 10.01.1(iv).

[…]

12.24 **MARKING/GRADING DEADLINES** Workload

Where not in conflict with centralized administrative deadlines, such as the final date for submitting grades, hiring units will provide reasonable accommodation to Unit 2 employees who encounter significant conflicting marking/grading obligations.

**APPENDIX M**

**WORKLOAD FORM FOR UNIT 2 TYPE 2 POSITIONS**

**Type 2 positions (i.e., Tutor 1, Tutor 2 (Demonstrator: 3 lab hrs/wk), Tutor 6 (Studio Instructor), Visual Arts Tutor 6, Tutor 7 (Miscellaneous), or Instructor (Faculty of Education) positions)).**

**YORK UNIVERSITY**

**[Department & Faculty]**

**Assignment of Duties for Type 2 Positions**

(Copy to Employee, Course Director/Supervisor, Hiring Unit’s Administrative Assistant, and CUPE 3903)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Course Supervisor Course #

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Position Type (e.g., Tutor 2, Tutor 6)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

Section/Tutorial # and No. of students Faculty/Department

Per group (if applicable)

Assigned Duties (as total number of hours)

(Employees need not be assigned duties in all categories)

|  |  |  |
| --- | --- | --- |
| **(A) POSSIBLE DUTIES** | **DETAILS** | **HOURS**First Second (mid-contract)Meeting Meeting |
| *Tutorial, Lab,**Studio Hours* |   |   |   |
| *Lecture Attendance* |   |   |   |
| *Office Hours* |   |   |   |
| *Preparation* |   |   |   |
| *Grading – Assignment/Test #1* |   |   |   |
| *Grading – Assignment/Test #2* |   |   |   |
| *Grading – Assignment/Test #3* |   |   |   |
| *Exam Grading* |   |   |   |
| *Meetings* |   |   |   |
| *Invigilation* |   |   |   |
| *Training (as per Article 10.04.5)* |   |   |   |
| *B) POSSIBLE DUTIES WITH CONSENT* |   |   |   |
| *Lecturing* |   |   |   |
| *Other (Please Detail)* |   |   |   |
| *Other (Please Detail)* |   |   |   |
| **TOTAL HOURS:**(Max 135 hours for each assignment) |   |   |

First meeting date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Second meeting date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Employee Signature of Employee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Course Supervisor Signature of Course Supervisor

 […]

10.04.2

“TUTOR 3” shall be defined as an individual who marks and grades students’ submitted work, and who may perform duties related ~~duties~~ to that marking/grading such as consultation with students and invigilation, but who is not assigned principal responsibility for the design and/or presentation of a course or for the conduct of tutorial groups and is not the primary point of contact for students. Refer to Article 16.05.1, 16.05.2, and 16.05.3 for the triggers for marker/grader assistance.

10.08 VACATION PAY

All members of the bargaining unit shall be entitled to an additional percentage of their salary as vacation pay. For those employees who have less than five years of cumulative service, vacation pay shall be 4%. For those who have five or more cumulative years of service vacation pay shall be 6%. Vacation pay shall be calculated, identified separately, and included as part of an employee’s regular monthly salary payment unless the employee requests in writing at the time they are appointed that their vacation pay be included in the last regular monthly salary payment.

**ARTICLE 12 – APPOINTMENTS**

# APPLICATIONS

* + 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 they seek employment. In the School of Nursing, applicants will be responsible for highlighting in a separate section of their current curriculum vitae any required current practice qualifications. A general application shall be submitted between 15 November and 31 January, and shall apply to all positions in the hiring unit for all academic sessions that commence during the twelve months following 31 January. The employer agrees to notify all employees of the dates for submitting general applications. The employer undertakes that no appointments shall be made prior to 31 January. Any applications submitted outside of these dates shall be specific to a particular position(s).

(ii) During the month of June, employees whose qualifications have changed substantively may submit new or revised replacement blanket applications to a hiring unit(s) which shall apply and be considered for all positions posted in that hiring unit(s) on or after August 1.

(iii)  **For information and illustrative purposes: Starting with the 2021-22 posting exercises the School of Nursing has revised its postings for Clinical Course Director positions to substitute the phrasing regarding Proof of Practice with phrasing regarding the documentation of any required current practice (144 hours over the last 12 months prior to the submission of this application) qualifications. That phrasing indicates that** applicants are required to highlight this required current practice qualification in a separate section of their current CV submitted with their application.  This information includes:

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

(iv) Applicants for Clinical Course Directorships will be expected to possess and/or maintain the currency component of the posted Required Qualifications.

Approved leaves will have the requirement for 144 hours reduced by 3 hours per leave week for approved leaves of up to six months. For leaves of between six months and one year, the currency requirement will be waived for the subsequent academic session. It is understood that employees, upon returning from an approved leave will in the waived academic session take the necessary steps to confirm or re-attain the currency requirements prior to the onset of the subsequent academic session.

…

12.02.2 The Employer will provide the applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive CUPE 3903 applications. If the application is delivered by the applicant, the receipt will be returned immediately and by hand or electronically to the applicant. If the application is delivered by mail, the receipt will be returned by mail to the applicant’s home address provided the applicant supplies the hiring unit with a self-addressed, stamped envelope.

…

12.04.1

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

 Appointments shall be made as follows:

(i) In the exceptional circumstances in which a candidate for a position as course director or team lecturer is adjudged by the appropriate Dean or designate to be substantially and demonstrably more qualified, able and competent to perform the duties and responsibilities of the position than all other candidates for the position, that candidate may be appointed to the position. Where such a candidate is appointed, the hiring unit shall forward to the union the name of the successful candidate, their curriculum vitae, and any other non-confidential information that formed the basis of the hiring, with a copy to the candidate who otherwise would have received the position.

(ii) Pool of Candidates with Required and Preferred Qualifications:

1. 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-f):
2. Where there is one or more candidates who as per Article 12.06.1 holds incumbency in respect of the course and are in the pool of candidates with required and preferred qualifications and who self-identify as Indigenous or racialized, and
3. Where the data indicates that the Academic Unit in which the appointment is occurring has not met the threshold targets for representation of Indigenous or racialized as per Article 5.03.4 5.03.5;
4. 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);
5. 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”.
6. No grievance will be filed challenging an appointment made under (d).

(iii) Pool of Candidates with Required Qualifications:

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

(iv)(a) The candidate with the most experience gained in applicable teaching, demonstrating, tutoring and marking within the University, subject to Articles 12.09 and 12.10, shall be appointed and, where applicable prior experience (APE) is equal and where the Internal Self-Representation Data indicates that the hiring unit has not met the representation thresholds in Article 5.0.3.4 for Indigenous or Racialized, the candidate who self-identifies as Indigenous or Racialized will be appointed. Where two or more candidates with equal APE self-identify as Indigenous or Racialized, the candidate with the desirable qualifications shall be appointed, except in the case of:

**LONG-SERVICE OVERRIDE**:

1. 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) 12.07, and have at least three more years of such service than the number of years of such service of the candidate otherwise entitled to the position as per (iv)(a), they shall be appointed;

(c) Where there is more than one candidate in (b), the candidate with the most years of such service shall be appointed except as follows;

(d) Where two or more candidates per (c) have equal years of such service, the candidate with the most applicable prior experience shall be appointed;

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

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

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

* + - 1. Employees will have a cap on the number of appointments they are permitted to accept. The cap will be 5.5 type 1 or equivalent positions in the 12-month period beginning May 1 and 4.5 type 1 or equivalent positions in the fall/winter term. Fractional appointments shall count towards the cap. The Employer will take reasonable steps to identify and remedy breaches of this Article which could include cancelling appointments that put the member over the cap – see Appendix B. The Employer will provide a report on the performance of the cap to the Labour Management Committee in March and June of each year.

**…**

**12.05 APPOINTMENT CAPS**

 Employees will have a cap on the number of appointments they are permitted to accept. The cap will be 5.5 type 1 or equivalent positions in the 12-month period beginning May 1 and 4.5 type 1 or equivalent positions in the fall/winter term. Fractional appointments shall count towards the cap. The Employer will take reasonable steps to identify and remedy breaches of this Article which could include cancelling appointments that put the member over the cap – see Appendix B. The Employer will provide a report on the performance of the cap to the Labour Management Committee in March and June of each year.

# INCUMBENCY

* + 1. Notwithstanding the required and preferred qualifications, a candidate who has held a given position within the past 36 months shall be deemed to meet both the required and preferred qualifications for the position provided that the nature and/or substance of the course have not been substantially altered. For candidates who are members of the Affirmative Action Pool the latter time will be increased to 42 months. Similarly, on the occasion of an employee returning to the bargaining unit from a contractually limited appointment of more than 36 months, the latter time limit will be increased to 42 months.
		2. A candidate who has had a grievance upheld per 12.17.3 12.18.3, provided that the posting for the appointment grieved did not contain an error and that the successful grievor possesses reasonable qualifications required for the position, shall be deemed incumbent.

# APPLICABLE PRIOR EXPERIENCE

…

(iv) Effective September 1, 1997 no employee shall accrue applicable prior experience credits of more than three Type 1 or equivalent positions in any academic year (1 September to 31 August). During the period 1 September 1988 to 1 September 1997 that limit is four. Prior to 1 September 1988 there is no limit.

~~NOTE: A possible exception will be the addition of Participation credits, depending~~

~~upon the agreement of the parties~~

*Further to the agree-to language above, the Union will withdraw its Policy Grievance with respect to this matter, dated February 3, 2023.*

# BRIDGE

* + 1. Experience gained for appointments held while a full-time graduate student employee in Unit 1 shall count as applicable prior experience as defined in Article 12.02.2, including executive service, per Article 15.08.3. Except where provisions of Article 12.05.2 12.06.2 apply, a candidate for their first appointment to a position in Unit 2 must clearly establish, per Article 12.02.1, their competence and ability to perform the duties and responsibilities of the position. An employee’s Unit 1 Professional Performance and Service File may be used as a source of information in determining competence and ability, in accordance with Articles 8, 12 and 13.

# WRITTEN OFFER OF APPOINTMENT

* + 1. Appointments shall be made in writing by a letter or letters, similar to the “Offer of Appointment” form contained in Appendix B. The employer shall send the appointee two copies of the “Offer of Appointment.” If the appointee accepts the offer, one copy shall be signed and returned they shall sign and return it to the hiring unit, and the other willbe retained by the appointee. A Revenue Canada TD1 form shall be included with the first “Offer of Appointment” sent to an employee for each academic session.

…

# APPOINTMENT INFORMATION

 If a candidate for a position grieves a decision not to appoint or recommend them for that position, or the union grieves or queries an appointment or recommended appointment, the employer shall provide the union with the name of the appointee, a copy of their curriculum vitae, a copy of their application, their work history, and any other non-confidential information that was the basis of the appointment or recommended appointment. The Employer will respond to the query within ten calendar days of the receipt of the query.

# REQUEST TO DESIGN COURSE

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

* + 1. The department will provide the union with copies of all the relevant documentation as soon as is practicable and before the commencement of the appointment.
		2. If the course is new and is offered within 36 48 months of the approval required by Senate or if the course has been transformed and is offered within 36 48 months of completion of the transformation of the course into an on-line or blended course, the course designer will be appointed as the course director the first two times the course is offered within this period if the course is a full course and the first three times the course is offered within this period if the course is a half course, regardless of the provisions of Articles 11 and 12.

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

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

# ARTICLE 15 – GENERAL

# PARTICIPATION

* + 1. The Parties agree that the valuable contributions made by CUPE 3903 members be recognized by incorporating them as fully as possible into the decision-making processes of the University.
		2. The Employer agrees to recommend (and to use its best offices to persuade) Senate and the Faculty Councils in which CUPE 3903 Unit 2 members are employed to:
			1. Amend the relevant Senate document(s) to clearly state that contract part-time faculty are eligible for election to Senate; and
			2. Establish a process whereby a guaranteed minimum number of Senate seats elected by Faculty Councils will be filled by contract part-time faculty members. Such minimum will provide significantly greater representation than is the case at present. It will take into account the variation among faculties of their share of elected seats, and the proportion of teaching done by part-time faculty members in the faculty. The recommended minimum will be 25% of elected Faculty Council seats. It is intended that this process will produce its first Senators by August 31, 1993.
		3. The Employer agrees to recommend to (and to use its best efforts to persuade) the appropriate bodies that hiring units in which CUPE 3903 members work include in their Rules of Procedure provisions respecting the participation and privileges of Teaching Assistants and Contract Faculty including, but not limited to:
* attendance as voting members at meetings of the departments in which they are employed;
* service on the appropriate committees of the employing departments.

The employer also agrees to recommend to (and to use its best efforts to persuade) the relevant bodies that consistent rules respecting participation be developed across hiring units (in which CUPE 3903 members have historically done a significant proportion of the work) within a Faculty. It is understood that, in seeking consistency, it is not the intention to reduce the level of participation currently granted in some hiring units to a lowest common denominator.

Where the central administration establishes a Task Force or ad hoc committee or working group whose membership includes full-time union-represented faculty employees, and the outcome of the deliberations of the Task Force or ad hoc committee or working group could potentially or is likely to have a significant and direct impact on bargaining unit work, the employer agrees that at least one member of the Task Force/ad hoc committee/working group will be a bargaining unit member selected from among the members of the bargaining unit who have been regularly employed in such work.

* + 1. In the contract year 1998-99, The Vice-President (Academic Affairs) will send to each Faculty a copy of the letter attached as Appendix “I” recommending that they consider motions similar to those that were passed by the Faculty of Arts Council concerning the participation of contract faculty.

Delete Appendix I

# EXPERIENCE CREDIT FOR PARTICIPATION

# ~~The parties agree to develop a protocol for the awarding of APE credit for participation, taking into consideration the degree of such participation both in terms of time commitment involved and difficulty of the tasks performed.~~

* + - 1. ~~The parties will consider whether such credit is Cap-exempt in whole or in part.~~

# In support of their participation as per Article 15.10.3 above, contract faculty employees in the CUPE 3903 Unit 2 bargaining unit who are elected or appointed to a committee of an academic unit or Faculty in which they teach, a committee of Senate, or a Task Force or ad hoc committee or working group as may be established by the central administration will receive *Type 1 equivalent* APE participation credit as follows:

# Minimum requirement for APE participation credit

# A minimum of 20 hours of participation as described above in any one contract year is required to be eligible for APE participation credit.

# Value of APE participation credit

# 20 to 62.5 hours of participation: 1/6 or 0.17 FCE of APE participation credit.

# Greater than 62.5 hours: 1/3 or 0.33 FCE of APE participation credit.

# *In exceptional circumstances involving a higher commitment of time for a particular committee/task force/working group, the employer or the union may recommend participation credit up to a total of 0.5 FCE of APE participation credit to be approved by the Labour Management Committee.*

# Article 12.04.1 (v) *12.05* (“Cap”) and Article 12.07 (iv) (“annual accrual of APE”)

# APE participation credit will be treated the same as other accrued APE in respect of the “cap” pursuant to article 12.04.1 (v) *12.05* and the provisions regarding the annual accrual of APE pursuant to Article 12.07 (iv).

# Reporting APE participation credit

# Contract faculty employees intending to receive APE participation credit for their participation in any contract year will obtain written confirmation of their service, including the hours they are claiming, from the chair of the relevant committee/task force/working group, using the Form set out as Appendix “XX” [NTD: to be developed by the Employer] and will submit their total APE participation credit hours for the contract year, together with written confirmation of their participation from the relevant chair(s), to Faculty Relations and the Union by no later than September 15 immediately following the contract year in question.

# The union will inform the Employer of any concerns with respect to the number of hours submitted by the contract faculty employee by September 30. After September 30 and by no later than October 23 the Employer will either approve or indicate if it has concerns with respect to the number of hours submitted by the contract faulty employee.

# Updating Work Histories to incorporate APE participation credit

# On October 30 and June 30, the Employer will update work histories as required to incorporate the APE participation credit that has been submitted since the last work histories update.

#

# 15.19 PROFESSIONAL DEVELOPMENT FUND

 The Employer agrees to contribute to the Professional Development Fund as follows: $138,370 effective September 1, 2020, $139,754 effective September 1, 2021, and $141,152 effective September 1, 2022.

 $142,564 Effective September 1, 2023,

 $143,989 Effective September 1, 2024,

 $145,430 Effective September 1, 2025, and each September 1 thereafter.

 …

#

# 15.21 PROFESSIONAL EXPENSE REIMBURSEMENT

Effective annually on September 1, 20172024 the employer will allocate $275,000 $300,000 for the distribution of a Professional Expense Reimbursement (“PER Fund”) which will be made available to Unit 2 employees on the following basis: $375 for each type 1 or equivalent position (prorated for type 2 or “partial” appointments) to a maximum of $1,125 per year. At the end of each contract year the unexpended portion of these funds shall be rolled over for following years with the following condition: any individual PER allocations which remain unspent after 3 years of initial allocation will be reabsorbed into the fund. The criteria and procedures regarding the administration of the Professional Expense Reimbursement will be subject to the approval of the Labour/Management Committee.

* 1. EQUITY FUND

In 2005-2006 a new Equity Fund will be established. In each year of the collective agreement $10,000 will be allocated to this Fund to be used as matching funds for a CUPE 3903 Employment Equity Officer. The allocation to this fund will be $10,100$10,406 effective September 1, 20202023, $10,201 $10,510 effective September 1, 2021 2024, and $10,303 $10,615 effective September 1, 2022 2025. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

* 1. FUND PROTECTION

There will be no diminution in the per employee amount in the funds listed below during the term of this collective agreement as a result of an increase in the number of employees in the bargaining unit as at October 1, 20230 and October 1, 20241 and October 1, 20252. Growth in the number of employees will be measured on the basis of a two year collective agreement lag using October 1st as the date. For the 2020-2023 2023-2026 collective agreement, growth in the number of employees will therefore be measured on the basis of the number of employees as of October 1, 2014. In the case of the funds below where such is indicated, the basis on which growth in the number of employees will be measured is the growth in the number of employees who are eligible to use the funds.

**ARTICLE 17 – LEAVES**

17.06 PAID PREGNANCY MATERNITY LEAVE

Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a pregnant female employee shall be entitled to paid pregnancy maternity leave of up to seventeen thirty-fifths of the period of their Appointment Contract(s). Requests for Pregnancy Maternity Leave will be made as soon as practicable and normally no later than one month before the intended start-date of the leave.

17.06.1 YEAR OF SERVICE CREDIT FOR MATERNITY PREGNANCY PRIOR TO 1987-88

Prior to the 1987-88 contract year, when there were no pregnancymaternity or long- term pregnancymaternity leave provisions in the collective agreement, if an employee can demonstrate that they would have been eligible at that time, according to the current collective agreement’s eligibility criteria (except for the requirement for a written request to the Chair), and held APE in the years preceding and following the year in which they would have been entitled to such a leave, they will be credited with 1 year of service for each period that they would have been entitled to such a leave.

17.07 PAID CARE-GIVER LEAVE

Upon written request, a paid leave of absence of up to twelve fifteen thirty-fifths shall be granted to an employee on the occasion of the birth of a child for which they ares/he is going to accept care-giver responsibility. Where more than onetwo employee~~s~~ hasve care-giver responsibility for a new-born child and one is eligible for pregnancy maternity leave, they may divide the amount of paid pregnancymaternity and care-giver leave between them.

17.08 PAID ADOPTION LEAVE

Upon written request indicating the expected date of adoption of an infant (i.e., less than five years old at the time of adoption), the employee who has the principal responsibility for the care of that child shall be entitled to a paid adoption leave, coincident with the adoption of that child, of up to twelve fifteen thirty-fifths of the period of their Appointment Contract(s). Where more than onetwo employee~~s~~ isare assuming joint care-giver responsibility for that child, a maximum of twelve fifteen thirty-fifths of paid adoption leave may be shared between them, in which case the portion claimed by each shall be calculated on the Appointment Contract(s) that each holds.

17.09 ~~CARE-GIVER~~ UNPAID PARENTALLEAVE – TIME OFF

Upon written request, the pregnant employee~~natural mother~~ shall be entitled to an unpaid parentalleave of up to sixty-one ~~thirty-five~~ weeks in time off, in addition to theincluding thepaid portion of leave specified in Article 17.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to sixty-three twenty weeks in time off, including the paid portion of leave specified in Articles 17.07 and 17.08.

17.10 PREGNANCYMATERNITY LEAVE REPLACEMENTS

It is understood that in replacing an employee off on pregnancy/caregivermaternity/parental leave, the employer shall ensure that any initial replacement posting has the same qualifications as the original posting for the position and the employer shall ensure that any selected candidate meets the posted qualifications. If the position is not filled by way of the initial posting and the employer re-posts the position with lesser qualifications, then the selected replacement employee will not be able to exercise incumbency achieved by way of the replacement period against the employee on leave

17.11 SUPPLEMENTAL BENEFITS

The employer shall maintain a “Supplemental Unemployment Benefits Plan” pursuant to the Employment Insurance Act and - 56 - Regulations in regard to pregnancymaternity, parental and adoption leave. The employer shall make amendments as appropriate to ensure that the Plan provides the maximum permissible benefits in conjunction with Articles 17.06, 17.07 or 17.08.

# ARTICLE 19 – DURATION AND MODIFICATION OF AGREEMENT

19.01This agreement shall continue in force and effect from the date of ratification to 31 August 2023 2026 and shall be renewed automatically thereafter for periods of one year each unless either party notifies the other in writing within the period of ninety days before the agreement ceases to operate that it desires to amend or terminate this agreement. Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed or the right to strike or lockout accrues, whichever first occurs.

# LETTERS OF INTENT

1. It is agreed that, if the employer publishes a posting circular indicating the positions in Unit 2, clearly identified as such, and identifying, to the extent possible, the course, the classification and reasonable qualifications of the position, the salary, the projected class enrolment (where relevant) and the application deadline, and copies of the circular are posted on bulletin boards electronically by the hiring unit, corresponding hiring units and all relevant Graduate Programs within the University (and a copy is forwarded to the union), the provisions of Article 11 shall be deemed satisfied in respect to those positions included in the circular.

**LETTER OF UNDERSTANDING**

**SEVERANCE**

Upon application, an individual who meets the following criteria:

* minimally, has applied per “normal” historical application profile and was available for appointment to those positions and was appointed to 50% or less of their average course load over that 10 year period.
* does not hold a full-time position at York University or elsewhere at the time of application for unit 2 work nor in the year preceding (not including persons on a leave of absence under Article 15.15, or as a CLA in YUFA):
* has held at least an average of two Type 1 or equivalent positions per year over the last 10 years and has held at least one Type 1 or equivalent position in eight of the last 10 years immediately preceding the severance years.

shall receive 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.

For clarity, an individual on an approved leave of absence under the *Employment Standards Act, 2000* and/or for a Human Rights Code ground (“Protected Leave of Absence”) during the ten-year period preceding the application for severance, will be deemed to meet the teaching intensity requirement for the duration of the Protected Leave of Absence and will be eligible to count the time spent on Protected Leave of Absence as active service in meeting the ten-year eligibility requirement for the purposes of applying for severance.

…

**LETTER OF UNDERSTANDING**

**Priority for Indigenous or racialized Candidates –**

**Article 12.04.1**

The parties agree as follows:

1. Where a candidate who self-identifies as Indigenous or racialized is appointed in accordance with Article 12.04.1(ii), then the senior qualified candidate who does not so self-identify and who would have otherwise been appointed to the position by virtue of their seniority (“the Senior Employee”) and has incumbency under Article 12.06.1 will receive two-fifths of the salary for the position (“the Payment”), incumbency as though they taught the course, and the Applicable Prior Experience (APE) subject to the following:
2. The relief described in paragraph 1 above will be provided to the Senior Employee once for any given course; and
3. The Payment will not occur where it results in the Senior Employee being paid above the rate equivalent to the limits on appointments outlined in 12.04.1(v) 12.05 in the academic year in which these circumstances occur.
4. No grievance challenging the appointment made under Article 12.04.1(ii)(d) shall result in the displacement of the senior Indigenous or racialized candidate. Any relief to the Senior Employee will be restricted to paragraph 1 of this Letter of Understanding.
5. Data related to appointments and remedies made under this LOU shall be reported to the Employment Equity Committee by December 1 in each year in which this LOU is in effect, and the data shall constitute part of the review of the equity goals set out in article 5.03. Internal Self-Identification Representation Data will determine hiring for the following Summer, Fall, Winter.
6. This Letter of Understanding will expire with the commencement of the renewal collective agreement following the 2020-23 2023-26 collective agreement, unless this Letter of Understanding is renewed by the parties.

**APPENDIX B**

**YORK UNIVERSITY**

**CONTRACT TEACHING – OFFER OF APPOINTMENT**

**If you are a person with a disability and wish to discuss workplace accommodation please contact the University’s Employee Well Being Office:** [**(http://www.yorku.ca/hr/units/employeerelations/ewb.html)**](https://yuoffice-my.sharepoint.com/personal/kaylieg_yorku_ca/Documents/Desktop/CUPE%203903/CUPE%203903/Collective%20Bargaining%202023/DRAFT%20Proposals/Unit%201/%28http%3A/www.yorku.ca/hr/units/employeerelations/ewb.html%29)[**https://thecentre.yorku.ca/resource/health-safety-well-being/**](https://thecentre.yorku.ca/resource/health-safety-well-being/)

**For information regarding group health and dental plan benefits see link below:**

Link to benefit enrolment form to be included.

**For information regarding the terms and conditions of your employment as set out in a collective agreement between York University and CUPE 3903 Unit 2 see link below:**

[**https://www.yorku.ca/labour/wp-content/uploads/sites/105/2023/08/Unit-2-CA-2020-2023-FINAL-06-062.pdf**](https://www.yorku.ca/labour/wp-content/uploads/sites/105/2023/08/Unit-2-CA-2020-2023-FINAL-06-062.pdf)

**Revised February, 2000**

**Revised April, 2012**

**Revised November, 2023**

**Schedule “D” to Memorandum of Settlement for A Renewal Collective Agreement**

**Other non-monetary items**

1. Article 4
2. Article 6
3. Letter of Understanding – Pilot Project for Mediation – Arbitration
4. Article 8
5. Article 12
6. Article 13
7. Article 15.01.8
8. Article 15.09
9. Article 15.12.2 – Employer Counter Proposal – April 10, 2024
10. Article 15.12.3 – Employer Counter Proposal – April 10, 2024
11. Article 15.12.4 – Employer Counter Proposal – April 10, 2024
12. Article 20
13. LOA – Discussion regarding Workplace Accommodation
14. Appendix F
15. Letter to CUPE 3903

Employer Proposals Withdrawn

1. Article 6.01 (i-iii)
2. Article 12.25 – Professional Service File
3. Article 15.21 – Professional Expense Reimbursement
4. Article 8.08.1
5. Article 15.01.8 – “as appropriate"
6. Letter of Understanding - Pilot Project for Mediation – Arbitration
7. Letter of Understanding – Paid Adoption Leave

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Yellow highlights indicate new Employer counter proposals as of April 09, 2024.

Green highlights indicate Employer and Union agreed upon language as of April 09, 2024.

Blue highlights indicate specific language still not resolved.

**ARTICLE 4 – DISCRIMINATION AND HARASSMENT**

* 1. DISCRIMINATION

The employer and the union agree that there shall be no discrimination, interference, restriction, harassment or coercion, including no mandatory blood or urine tests, including but not limited to as these relate to Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illness, AIDS-Related-Complex, or positive immune deficiency test, and including no genetic screening for specific medical disabilities or for pregnancy, exercised or practiced with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this agreement by reason of race, creed, colour, age, sex, marital status, parental status, number of dependents, nationality, citizenship (subject to the provisions of the Ontario Human Rights Code concerning citizenship), ancestry, place of origin, native language (subject to Article 12.01.7), disability or disabilities (subject to Article 12.01.7), Acquired Immune Deficiency Syndrome (AIDS), or AIDS related illness, or AIDS-Related-Complex, or positive immune deficiency test (virus HIV) (subject to Article 12.01.7), political or religious affiliations or orientations, Academic affiliations or orientations (subject to the exercise of academic freedom as set out in Article 14.01), record of offences (except where such a record is a reasonable and bona fide ground for discrimination because of the nature of the employment), sexual orientation, transsexual transition status, gender expression, and gender identity, nor by reason of their membership or non-membership or lawful activity or lack of activity in the union, or the exercise of any of the rights under this agreement.

The employer undertakes that no York University student who is or has been employed in Unit 1 shall be penalized in their student status for the exercise of any of their rights under this collective agreement or by reason of their membership or non-membership or lawful activity or lack of activity in the union.

## The Employer will provide reasonable accommodations as required for persons with disabilities. Proposed Accommodated Work Accommodation Plans will normally be implemented within thirty (30) days following the provision of all necessary medical documentation and developed with the participation of the employee with the goal of addressing the barriers, restrictions and/or limitations to the employee’s performance of the essential duties of their position.

* 1. HARASSMENT

The union and the employer recognize the right of employees to work in an environment free from harassment and undertake to take all reasonable and appropriate actions to foster such an environment. Harassment in the work place includes, but is not limited to, threats or a pattern of aggression, insulting or demeaning behaviour by a person in the workplace, where the person knows or reasonably ought to know that their behaviour is likely to create an intimidating or hostile workplace environment.

* 1. SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT
		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 their student status or employment status as result of suffering work-related sexual, gender or gender identity harassment. In keeping with this objective the parties agree:
			1. to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion;
			2. to co-operate with Centre for Human Rights, Equity and Inclusion in the development of educational programs for CUPE 3903 members and contract administrators;
			3. to follow the procedures set forth in Article 4.03.4 respecting the separation of parties to a sexual and/or gender harassment dispute.

 The employer further agrees:

1. to continue to sponsor educational programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community.
2. to provide sexual violence awareness and prevention training through the Centre for Sexual Violence Response, Support and Education, with such training to be paid for in accordance with Article 10.02.2(ii); and
3. to discipline, where appropriate, an employee- harasser respondent pursuant to the provisions of Article 8.
	* 1. Sexual Harassment shall be defined as:
			+ 1. unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
				2. clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
				3. clearly expressed or implied threat of reprisal, actual reprisal, or the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance; and/or
				4. sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work and/or study.
		2. Gender Harassment shall be defined as repeated, offensive comments and/or actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) or a group and/or cause personal humiliation, on the basis of sexual orientation, gender or gender identity.
		3. On receipt of a complaint of sexual and/or gender harassment from or against an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow the University *Human Rights Policy and Procedures* (the “Procedures”), to address the complaint <https://www.yorku.ca/secretariat/policies/policies/human-rights-policy-and-procedures/>, subject to the provisions of the Collective Agreement.

On a semi-annual basis the Employer will provide the union with a report of the number of members who have made complaints of sexual and/or gender harassment.

Decisions with respect to any remediation shall not be grievable except:

1. the complainant-employee may grieve a decision not to separate the parties;
2. the complainant-employee or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.

Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the decision by the employee.

* + 1. Separation of Complainant and Alleged Harasser Respondent

The parties agree that some circumstances involving allegations of discrimination or harassment warrant separation of the complainant and alleged harasser respondent.:

Decisions with respect to any remediation shall not be grievable except:

* + - 1. the complainant-employee, may grieve a decision not to separate the parties;
			2. the complainant-employee, whether complainant or respondent, or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties, they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.
		1. Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the Employer’s decision by the employee.

When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Director from the York University Centre for Human Rights (the Centre).

The employer shall not use information provided by a complainant- employee respecting sexual and/or gender harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.

* + 1. Grievance Rights as per Article 6

Except as expressly limited in Article 4.03 above, Article 4.03 is not intended to extinguish the right to grieve as per Article 6 of the Collective Agreement. A grievance arising from the administration of Article 4.03 shall be initiated directly at Step Two of the grievance process.

* + 1. Separation of Complainant and Alleged Harasser

The parties agree that some circumstances involving allegations of discrimination or harassment warrant separation of the complainant and alleged harasser:

* + 1. The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. Such an investigation will proceed under the University’s Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.
		2. Informal Resolution

If the grievor requests an informal resolution the following steps will be taken:

1. The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor and the respondent are members and representatives of the Employer.
2. At any point in the process, the grievor may request mediation or a formal investigation.
	* 1. Mediation

If the grievor requests mediation, the following steps will be taken:

1. The Employer will ascertain if the respondent would be willing to participate in a mediation process.
2. If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.
3. The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and representatives of the Employer.
4. The outcome of the mediation will result in one of the following:
	1. No resolution is reached and the grievor decides to withdraw the grievance and take no further action.
	2. A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
	3. No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.
		1. Grievance Response and Redress

Within fourteen (14) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:

* + - 1. Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
			2. What redress shall be awarded or continued.

4.03.0812 Reprisal

No person employee shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.

* 1. RACIAL AND ETHNIC HARASSMENT
		1. The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language (subject to Article 12.01.7), race, colour, ethnicity, ancestry, place of origin, nationality, and/or religion, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial and ethnic 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 their student status or employment status as a result of suffering work- related racial or ethnic harassment.

 In keeping with this objective, the parties agree:

1. to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion.
2. to co-operate with the Centre for Human Rights, Equity and Inclusion in the development of educational programs for CUPE 3903 members and contract administrators;
3. to follow the procedures set forth in this article respecting the resolution of a racial/ethnic harassment dispute.

The employer further agrees:

1. to initiate and support educational and research programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community; and
2. to discipline, where appropriate, an employee-harasser respondent pursuant to the provisions of Article 8.
	* 1. Racial/ethnic harassment shall be defined as:
			1. offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or
			2. offensive physical gestures or abuse; and/or
			3. consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
			4. continued differential treatment in the assignment of duties or responsibilities (subject to Article 12.01.7); and/or
			5. any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to an individual and/or group(s) on the basis of native language (subject to Article 12.01.7), race, colour, ethnicity, ancestry, nationality, place of origin, and/or religion by a person(s) who knows or ought reasonably to know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.
		2. On receipt of a complaint of racism and/or ethnic harassment from or against an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow the University *Human Rights Policy and Procedures* (the “Procedures”), to address the complaint <https://www.yorku.ca/secretariat/policies/policies/human-rights-policy-and-procedures/>, subject to the provisions of the Collective Agreement.

On a semi-annual basis the Employer will provide the union with a report of the number of members who have made complaints of racism and/or ethnic harassment.

Decisions with respect to any remediation shall not be grievable except:

1. the complainant-employee may grieve a decision not to separate the parties;
2. the complainant-employee or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.
	* 1. Separation of Complainant and Alleged HarasserRespondent

The parties agree that some circumstances involving allegations of discrimination or harassment shall warrant separation of the complainant and alleged harasser respondent.

* + 1. Decisions with respect to any remediation shall not be grievable except:
			1. the complainant-employee may grieve a decision not to separate the parties;
			2. the complainant-employee, whether complainant or respondent or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties, they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.

4.04.6 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the Employer’s decision by the employee.

* + 1. Grievance Rights as per Article 6

Except as expressly limited in Article 4.04 above, Article 4.04 is not intended to extinguish the right to grieve as per Article 6 of the Collective Agreement. A grievance arising from the administration of Article 4.04 shall be initiated directly at Step Two of the grievance process.

* + 1. When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Executive Director from the York University Centre for Human Rights, Equity and Inclusion (the Centre).

The employer shall not use information provided by a complainant employee respecting Racial/Ethnic Harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.

* + 1. Separation of Complainant and Alleged Harasser

The parties agree that some circumstances involving allegations of discrimination or harassment shall warrant separation of the complainant and alleged harasser.

* + 1. The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. Such an investigation will proceed under the University’s Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.
		2. Informal Resolution

If the grievor requests an informal resolution the following steps will be taken:

1. The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor and the respondent are members and representatives of the Employer.
2. At any point in the process, the grievor may request mediation or a formal investigation.
	* 1. Mediation

If the grievor requests mediation, the following steps will be taken:

1. The Employer will ascertain if the respondent would be willing to participate in a mediation process.
2. If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.
3. The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and representatives of the Employer.
4. The outcome of the mediation will result in one of the following:
	1. No resolution is reached and the grievor decides to withdraw the grievance and take no further action.
	2. A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
	3. No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.
		1. Grievance Response and Redress

Within fourteen (14) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:

* + - 1. Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
			2. What redress shall be awarded or continued.

4.04.0812 Reprisal

No person employee shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.

…

**ARTICLE 6 – GRIEVANCE PROCEDURE – New Employer Counter Proposal – March 24, 2024 1:30PM**

6.01 (i) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement. In the conduct of grievances, the employer parties shall act reasonably, non-discriminatorily and in good faith.

1. A grievance shall be received within twenty-eight fourteen calendar days after the grieving party(ies) employee(s), or in the case of a policy grievance or union grievance as defined below, the union, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.
2. Notwithstanding (ii), and subject to Article 12.14, where the Union queries an appointment or recommended appointment pursuant to Article 12.18 of the Unit 2 collective agreement, a grievance respecting that appointment or recommended appointment shall be considered if it is received within seventeen fourteen calendar days of the date of the employer’s response to the query, provided that the query is initiated within twenty-eightfourteen calendar days after the date of the “Notice of Recommended Appointment.” The Employer will respond to the query within ten calendar days of the receipt of the query.
	1. The employer acknowledges the rights and duties of the union officers and stewards to assist employees in preparing and presenting a grievance. The union may form a Grievance Committee for this purpose.

6.03 INFORMAL RESOLUTION STEP ONE: If an employee believes they may have a grievance, they may first submit a grievance to and discuss the matter with their Chair or equivalent, accompanied by their steward or Union representative if they so wish. The Chair shall give their reply in writing within ten calendar days of receiving the grievance. their immediate supervisor, accompanied by their steward if they so wish. The supervisor shall give their reply in writing within five calendar days.

6.04 STEP ONETWO: If the grievance matter is not resolved through informal resolution at Step One, or where Step One is not exercised, it shall be set forth in writing as a grievance, be signed by the grievor and a union representative and given to their Chair or equivalent within fourteen the twenty-eight calendar day period stated at Article 6.01 (ii) and (iii). At this point, the written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Chair or equivalent shall convene a meeting to discuss the grievance within ten calendar days of the receipt of the grievance and shall give their reply, in writing, within ten calendar days of that meeting.

* 1. STEP TWO THREE: If the grievance is not resolved at Step One Two, the Grievance Committee shall submit the grievance to the Dean of the faculty in question within seventeen calendar days of the date of the Step Two reply. the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate within seventeen calendar days of the date of the Step One reply. The Dean or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance and shall give their reply, in writing, within ten twenty-one calendar days after that meeting.
	2. STEP FOUR: If the grievance is not resolved at Step Three, the Grievance Committee shall submit the grievance to the Executive Director, Faculty Relations within seventeen calendar days of the date of the Step Three reply. The Executive Director, Faculty Relations or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of receipt of the grievance and shall give their reply, in writing, within twenty-one calendar days of that meeting.
	3. If the grievance is not settled at Step Four Step Two, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the Office of the Executive Director, Faculty Relations or designate within twenty-eight calendar days after receipt of the employer’s written reply as required in Step Two Four. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator or Arbitration Board.
	4. Subject to Article 6.146.13, the parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If at any Step Steps Two and Three, the Employer’s representative fails to give their written answer within the required time limit, the union and the employee may file the grievance at the next Step at the expiration of such time limit. If the employee or the Union fails to follow the Grievance Procedure in accordance with the required steps, time limits and conditions the grievance shall be deemed withdrawn.
	5. GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step Two One if the employees are all employed within a single hiring unit, or at Step Three Two if employed in different hiring units, subject to the time limits set out in 6.01 above. or at Step Four if employed in different faculties.
	6. POLICY GRIEVANCE: A policy grievance, defined as involving question of general application or interpretation of this agreement, may will be initiated by the union at Step Two Three or Step Four, as appropriate, subject to the time limits set out in 6.01 above.
	7. UNION-INITIATED GRIEVANCE: The union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the union, and to seek adjustment with the employer in the manner provided for in this article. Such grievances may be initiated at Step Three Two, subject to the time limits set out in 6.01 above.
	8. If one party the union notifies the other employer in writing of an alleged violation of the collective agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Such notification shall include a detailed statement of the matter in dispute and the specific provision(s) or interpretation of the agreement that allegedly have been violated.
	9. The withdrawal of a grievance by either party or at either any Step shall be without prejudice to grievances on similar matters if the party being grieved employer receives written notification of this decision from the grieving party union. Settlements by the parties Employer of matters at the informal resolution stage or of grievances at Steps One and Two shall not prejudice the position of the employer or the union with respect to other grievances.
	10. Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.
	11. In exceptional circumstances, the union may apply to the Office of the Executive Director, Faculty Relations for expedited processing of a grievance. The Office of the Executive Director, Faculty Relations or designate shall respond to this application within seven calendar days. When it is agreed that circumstances warrant it, the parties can agree to commence the grievance procedure at Step Two Four. Time limits set out in Article 6.01 above apply after the union has received the response from the Office of the Executive Director, Faculty Relations.
	12. On application by the union, grievances alleging violations of Article 2.03, 4.01, 4.02, 4.03, 14.01 and grievances submitted pursuant to Article 10.02.6 (iii) in the Unit 1 collective agreement, shall be processed according to the expedited grievance procedure specified in this article.
	13. The parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the grievance(s) shall only be made available on a need to know basis. The parties further agree that a publication of a summary of the grievance(s) in a union newsletter shall not violate the principle of confidentiality.
	14. No bargaining unit member in a supervisory capacity will be required to hear or attend the grievance hearings of another employee. The member in the supervisory capacity shall suffer no penalty in their employment or academic standing for exercising their rights under this article. In no way does this provision relieve the bargaining unit member of any other supervisory duties and responsibilities.
	15. A grievor has the right to attend their grievance hearing at any step after Informal Resolution Step One and not face their supervisor directly in such a hearing.
	16. It is understood by the parties that, in the case of a successful or settled grievance, where the individual does not receive the agreed upon compensation within thirty days of the sign-off date, said payment will begin to accrue interest at the annualized rate which the University is receiving for its short-term investments at that time. The interest payment will be pro-rated.
	17. Grievances concerning harassment, discrimination, or disability may be initiated at Step Two Four.

**Letter of Understanding - Employer counter proposal withdrawn – April 08, 2024**

**Between York University and each of CUPE 3903 Units 2 1, 2 and 3**

**Regarding Pilot Project for Mediation – Arbitration**

For the period commencing September 1, 2024 from January 15, 2024, to August 31, 2026, the Parties agree to a Pilot Project for a Mediation-Arbitration process for individual job posting appointment grievances arising from the application of Article 12.04.1 (“Appointment Grievances), as set out below.

1. **Roster:** On or before November 1, 2023 April 15, 2024, the Parties will each propose three Arbitrators to be included on a roster of Mediators-Arbitrators for the purposes of this Pilot Project. By agreement, the parties will determine a list of four Arbitrators by no later than January 12May 15, 2024.
2. **Expenses:** It is understood and agreed that each party shall be responsible for the expenses of their representatives, participants, and witnesses as well as the preparation and presentation of its own case.
3. **Mediator-Arbitration fees:** Each party shall pay one-half of the Arbitrator’s fees and expenses.
4. **Hearing Room Expenses:** Where the Mediator-Arbitrator directs that the matter will be mediated or heard in-person, each party shall pay one-half of the hearing room expenses. Where possible, the Parties will explore facilities available at no cost, as appropriate, provided it does not delay scheduling the grievance for mediation-arbitration.
5. **Referral:** A grieving party who wishes to refer an individual job posting Appointment Grievance shall submit a notice of intent to refer the grievance to Mediation-Arbitration through this Pilot Project within five days of receiving a response to the Step 2 meeting. The recipient of the referral notice shall confirm whether they agree to Mediation-Arbitration within five twenty-one calendar days of receipt of the referral notice.
6. **Scheduling:** The parties will refer the matter to a Mediator-Arbitrator from the agreed-upon roster who is available to convene the parties on a mutually convenient date within forty-five days of the referral notice.
7. **Legal Representation:** Either party may engage legal counsel for the Mediation-Arbitration as they consider appropriate.
8. **Jurisdiction:** The Mediator-Arbitrator shall have the authority to determine the conduct of the proceedings but shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of the collective agreement.
9. **Outcome**: The outcome of the mediation-arbitration process will be one of the following:
	1. No resolution is reached and the grieving party elects to withdraw the grievance and take no further action with respect to the matters which gave rise to the grievance; or
	2. A resolution is reached, the terms of which will be confirmed in a Memorandum, signed by all parties, and distributed to each of the parties, as appropriate; or
	3. No resolution is reached through mediation and the mediator-arbitrator shall have the authority to conduct the arbitration phase on the basis of documents or may reconvene the parties for the presentation of evidence or oral argument and issue a decision on the grievance in writing within ten twenty-one calendar days of the conclusion of the mediation-arbitration session(s).

**ARTICLE 8 – DISCIPLINE – Employer withdraws proposal at 8.08.1 – March 24, 2024 12:15PM**

* + 1. JUST CAUSE

The employer shall not discipline, suspend or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the employer.

* + 1. The employer agrees that an employee shall not be disciplined solely for failure to perform their duties because they are arrested and/or incarcerated provided that the employee notifies their supervisor of the arrest and/or incarceration and the expected duration thereof as soon as possible. Further, it is understood that loss of salary for failure to perform scheduled duties shall not constitute discipline in the context of this article.
		2. PROGRESSIVE DISCIPLINE

The employer accepts and gives effect to the concept of progressive discipline by adopting the procedures set forth below.

* + 1. The employer may impose discipline only in accordance with the provisions of this article, and any discipline imposed which does not accord with this article shall be null and void.
		2. CONFIDENTIALITY

The fact and substance of disciplinary investigations shall be treated as confidential by the employer and the union. It is a violation of confidentiality for the employer to disclose the fact and/or substance of a disciplinary investigation to people being interviewed as part of that investigation. It is no violation of confidentiality to divulge pertinent information to those necessarily involved in the investigation and the processing of the complaint.

* + 1. Subject to 8.03.3:

STEP ONE: NOTICE OF MEETING

* + - 1. Prior to any consideration of discipline, the Chair/Director, or Dean, or designate who has received a Formal Complaint under the University’s Procedures for Dealing With Complaints of Harassment or Discrimination, or a complaint concerning the professional performance and/or conduct of an employee which is inappropriate to the employment relationship, including sexual and/or gender or racial and/or ethnic harassment, shall, within twenty-one calendar days of receiving the complaint, notify the employee and the union and schedule a meeting to discuss the subject matter of the complaint informally. (Where there has been a Formal Complaint under the University’s Procedures for Dealing With Complaints of Harassment or Discrimination, it is understood that an investigation into such a complaint can require a longer process. It is agreed that any such investigation shall be conducted as expeditiously as possible so as to be completed within 90 calendar days of the initial Step One Meeting, or such longer time as the parties may mutually agree.) Such Notice of Meeting shall be in writing using a letter or letters similar to the form contained in Appendix C and shall contain a brief but clear statement of the allegations which form the basis of the complaint, of the employee’s right to union representation at the meeting, as well as the time, place and date of the meeting, and shall inform the employee that they may request an alternative meeting time.
			2. If the complaint is not dismissed or otherwise resolved as a result of the meeting referred to in 8.03.1(i), or where the employee waives explicitly, or implicitly by not attending, their opportunity for such meeting, and the Chair/Director, Dean, Director or designate determines that further action is warranted, they shall do one of the following:
				1. where the employee concerned is within two years of the start date of their first appointment in Unit 2, establish a Competence and Ability Review Period (CARP) subject to Article 12.09.2 of the Unit 2 collective agreement;
				2. initiate a formal evaluation pursuant to Article 13;
				3. send a Letter of Warning to the employee.

NOTE: If an employee, who by not attending implicitly waives their opportunity for such meeting, notifies the Chair/Director, Dean, Director or designate as soon as possible of reasonable cause for non-attendance, the action per (a), (b), or (c) shall not apply unless and until the opportunity for a second meeting is provided.

* + - 1. The decision to establish a CARP or to initiate a formal evaluation (per (a) or (b) above) shall be communicated in writing to the employee within fourteen (14) calendar days of the meeting date or the date scheduled for the meeting. Where a letter respecting establishment of a CARP or initiation of a formal evaluation is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of the Director, Faculty Relations the Assistant Vice-President (HR&ER) shall be the only parties to receive a copy.
			2. The decision to establish a CARP or to initiate a formal evaluation (taken per (a) or (b) above) shall not be construed as discipline and shall not form part of the employee’s disciplinary record, and cannot be used against an employee in any decision made with respect to their present or future employment, other than as specified in Article 8.03.1(i) and Article 8.03.4.
		1. STEP TWO: LETTER OF WARNING
			1. The decision to send a Letter of Warning (per 8.03.1(ii)(c) above) shall be communicated in writing to the employee within fourteen (14) calendar days of the meeting date or the date scheduled for the meeting. Where a Letter of Warning is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of the Executive Director, Faculty Relations shall be the only parties to receive a copy.
			2. The Letter of Warning shall state that discipline may be considered, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the Letter of Warning complaint and/or, where the complaint concerns the standard of the employee’s work, if the employee fails to bring their work up to a reasonable standard by a given date. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.
			3. The decision to send a Letter of Warning [taken per 8.03.1(ii)(c)] shall not be construed as discipline and shall not form part of the employee’s disciplinary record, and cannot be used against an employee in any decision made with respect to their present or future employment, other than as specified in Article 8.03.1(i) and Article 8.03.4.
		2. Notwithstanding 8.02.1, 8.03.1 and 8.03.2, it is understood that the employer retains the right, in exceptional circumstances, to discipline an employee for just cause without having first issued such a Letter of Warning written warning, subject to Articles 6 and 7 and to the procedures outlined below.
		3. It is further understood that the employer is not precluded by this article from relying on and introducing as evidence at any stage of the grievance and arbitration procedure the employee’s previous disciplinary record. Any relevant warnings previously issued can only be introduced as evidence that the employee has received Notice as specified in 8.03.1 (ii).
		4. STEP THREE: DISCIPLINE MEETING

Prior to imposing discipline, and within fourteen days of becoming aware of circumstances which, in their opinion, provide prima facie grounds for disciplinary action, the Dean or their designate shall notify the employee and the union in writing of the time and place of a meeting to discuss the matter and shall advise the employee of their right to union representation. Such notice shall contain sufficient information and details of the complaint to enable the employee to make adequate response to the allegations.

* + 1. NOTIFICATION OF ACTION

The Dean or designate:

* + - 1. shall within fourteen days of such meeting advise the employee in writing, with a copy to the union, of their decision, and shall include the reasons for such decision if disciplinary action is to be taken;
			2. shall, where the discharge or the suspension without pay of the employee is being considered, delay the imposition of discipline for seven calendar days (pro-rated for the sessions other than fall/winter, but not fewer than three working days), on request from the union and/or the employee.
	1. It is agreed that the employer has the right in exceptional circumstances to suspend an employee during the period of its consideration of the matter, including the delay in 8.04.2 (ii), and prior to the imposition of any other discipline. In all such cases the suspensions shall be with pay.
	2. Notwithstanding 8.03.4, any discipline or warning shall not be used against an employee after a period of twenty-four months from the date of the warning or discipline.
	3. If the employee wishes to grieve their discipline, when the disciplinary action is not a discharge, the grievance may be initiated at Step Three. If an employee they wishes to grieve their discipline or discharge, it may shall be initiated directly at Step Four Two. In either case, the grievance shall be presented within fourteen calendar days of the date of the letter provided for in 8.04.2 (i).
	4. Any of the time allowances set out in this article may be extended if mutually agreed to in writing by the employer and the union. Such agreement shall not be unreasonably withheld by either party.
		1. (i) No bargaining unit member in a supervisory capacity will invoke the disciplinary provisions of this collective agreement on any other bargaining unit member employee. The member in a supervisory capacity shall refer all complaints in which discipline may be indicated warranted to their immediate supervisor (e.g., the Chair). The employer retains the right to interview the member prior to proceeding further.
1. No bargaining unit member in a supervisory capacity shall be required to attend pre-disciplinary (per 8.03.1) or disciplinary (per 8.04.1) hearings.
2. No bargaining unit member in a supervisory capacity shall be held responsible for the act or omission that is the subject of a complaint or discipline, or any consequences deriving there from, of any other employee. This in no way relieves the bargaining unit member of any of their supervisory duties and responsibilities.
3. No bargaining unit member in a supervisory capacity shall suffer any penalty in their employment or academic standing for exercising their rights under this article.

**ARTICLE 12 – APPOINTMENTS**

…

# ACCEPTANCE OF OFFERS

* + 1. Where the foregoing deadline per 12.12.2(i) is observed, said Offer for an appointment in the fall/winter session must normally be accepted or declined by July 28 within fourteen days of receipt of offer.
		2. Where the foregoing deadline per 12.12.2(ii) is observed, said Offer for an appointment in the summer session must normally be accepted or declined by April 15 within fourteen days of receipt of offer.
		3. It is understood that normally the response per 12.13.1 or 12.13.2 will be in writing.
		4. Where an employee fails to respond by these dates, the hiring unit shall call the employee at the phone number listed on the application form to clarify whether or not the position is accepted or declined. The hiring unit shall make best efforts to contact the recommended employee in the a three-day grace period following the required date of response as per Article 12.14.1 or 12.14.2 above. between July 28 until August 1, at which time Article 12.14.1 shall pertain.

…

# LATE APPOINTMENTS

* + 1. Where a fall/winter position arises as a result of a CUPE 3903 employee resigning a position, declining or rejecting an offer, or failing to respond to an offer by or after August 1, a new Notice of Recommended Appointment shall be issued recommending the individual who was the next most senior, qualified applicant for the position. The hiring unit shall automatically deem that the recommendation has been queried and will supply the union office and the Department of Faculty Relations each with the non-confidential information used to select the recommended candidate. If no grievance has been received within ten calendar eighteen days of the date of issue of the Notice of Recommended Appointment, an offer of appointment will be sent. An offer of appointment in such a circumstance shall be accepted or declined within five calendar days. If a grievance is filed, it will be referred directly to Step Three Two.
		2. If exceptional circumstances per 11.09.2 require a position to be posted which was not previously posted, the position will be posted on or after August 1 for 48 hours between 9.00 a.m. Monday and 5:00 p.m. Friday (for example, 11:00 a.m. Monday to 11:00 a.m. Wednesday or 11:00 a.m. Friday to 11:00 a.m. Tuesday) per 11.10.1. Following the posting, a Notice of Recommended Appointment will be issued. The hiring unit shall automatically deem that the recommendation has been queried and will supply the union office and the Office of Faculty Relations each with the non-confidential information used to select the recommended candidate. If no grievance has been received within eighteen ten calendar days of the date of issue of the Notice of Recommended Appointment, an offer of appointment will be sent. An offer of appointment in such a circumstance shall be accepted or declined within five calendar days. If a grievance is filed, it will be referred directly to Step Three Two.

…

**12.25 PROFESSIONAL PERFORMANCE AND SERVICE FILE – Employer Proposal withdrawn – March 23, 2024**

* + 1. A professional performance and service file shall be kept for an employee in each hiring unit where they have an appointment.
		2. Only material from this file shall be used as the basis for hiring decisions respecting competence and ability per Article 12.02.1. This file shall contain only materials relevant to the issue of competence and ability, and/or the employee’s professional performance, and shall include, if available, a current curriculum vitae, a current application form, previous Personnel Action Forms, Offer of Appointment forms, evaluations generated under Article 13, and relevant documents generated under Article 8. Where any relevant materials other than those herein identified are added to the file they shall be date stamped, and the employee shall be notified of their inclusion within fourteen (14) days of that date. If such additional material does not lead to discipline under Article 8 or formal evaluation per Article 13, then, after two years of its inclusion in the file, exclusive of leaves, such materials shall be removed from the file at the employee’s request and the employee shall be notified once the materials have been removed it shall be returned to the employee by registered mail. If it cannot be delivered, upon return to the employer it shall be destroyed. With the exception of student evaluations or summaries of student evaluations, no anonymous material shall be included in the file.

…

# ARTICLE 13 – EVALUATIONS

…

* + 1. **FORMAL EVALUATIONS**

 The employer shall undertake formal evaluations of an employee’s performance of the various duties and responsibilities of a position only if one or more of the following conditions is present:

1. an employee request
2. a mutual agreement of hiring unit and employee
3. a recommendation arising from an informal evaluation
4. a decision of Chair/Director, Dean, Director or designate resulting from:
5. an informal evaluation; or
6. the processing of a complaint matter in accordance with Article 8.
	* 1. All formal evaluations of an employee’s performance of the various duties and responsibilities of a position shall:
7. use reasonable methods and criteria of evaluation appropriate to the hiring unit and to the position in question; and
8. be in writing.
	* 1. All formal evaluations must comply with the following procedures.
9. The hiring unit will discuss with the employee the selection of the evaluator. The employee may suggest one or more names for consideration, and the employee’s suggested names will not be unreasonably denied. The evaluator will be someone of the employee’s choice in the hiring unit or another hiring unit at York who is acceptable to the hiring unit.
10. The hiring unit shall inform the employee in writing of the pending evaluation, of the person to conduct the evaluation and of the methods and criteria to be used at least 14 fourteen days (pro-rated for sessions other than fall/winter but not fewer than 3 five working days) in advance of the start of a formal evaluation period.
11. Where there is to be a formal evaluation of classroom teaching, the hiring unit shall give at least 14 fourteen days’ notice (pro-rated for sessions other than fall/winter but not fewer than 3 five working days) of class visitation. (Such notice may be coincident with (ii) above.)
12. Any formal evaluation shall be discussed between the employee and their immediate supervisor, with a union representative present if the employee so wishes, and shall be given to the employee at least three working days before that discussion. The employee shall sign the evaluation to acknowledge the fact that such a discussion took place, and the employee may add their written comments to the evaluation within three weeks of the discussion if they so wish.
	1. A grievance over the contents of an evaluation shall not be processed past Step Three Two. In the event that such a grievance reaches Step Three Two, it shall be deemed settled by the Dean’s reply, and Step Four and/or Article 7 (Arbitration) shall not be invoked. This does not limit the right to grieve the reasonableness of the methods and criteria of evaluation. Such a grievance shall not operate to halt or interfere with the evaluation process unless otherwise agreed by the parties or ordered by an Arbitrator or Arbitration Board.

….

* 1. **STUDENT EVALUATIONS**
		1. The results of any student evaluations conducted by the employer and over which the employer retains sole jurisdiction, shall not be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement, subject to the exemption of the University’s Core Institutional Questions, which may be made available to students. Per Article 12.2425 such evaluations, or a summary of, may also be placed in an employee’s Professional Performance and Service File with the employee’s written agreement.

# ARTICLE 15 – GENERAL – Employer counter proposal – March 24, 2024 12:15PM

**15.01.8** RESOURCES FOR PERSONS WITH DISABILITIES

Persons with disabilities, per ~~the~~ York University’s accommodation process ~~Occupational Health and Safety Policy~~, shall be accommodated, including through ~~and have~~ access to ~~the DOHS funds designated for the purchase of~~ special equipment or required resources identified as a required accommodation to assist employees in the performance of their teaching, demonstrating, tutoring or marking, as appropriate, on the same basis as other York University employees. ~~The Office of the Disabilities Co-ordination Manager will act as a liaison between the Employer and the employee with disabilities on these issues.~~

* 1. DISABILITY/ILLNESS/INJURY LEAVE CODE BASED EXTENSION REQUESTS

A full-time graduate student whose studies have been impacted by a protected ground under the *Ontario Human Rights Code* (“OHRC”) for which they require accommodation may submit a petition for academic extension for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). Full and part-time graduate students who suffer illness or injury may submit petitions for academic extensions for up to a total of twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. Such petitions shall be kept confidential. When considering these petitions, the Dean shall review medical certification and statements as to the effect of the disability or disabilities, illness or injury upon the progress of the student’s work. If requested by the member, in the case of a petition based upon a disability or disabilities, the Dean shall also meet with an officer from the Office of Persons With Disabilities Student Accessibility Services to discuss the petition. If the Dean decides not to grant such a petition, they shall state the reasons for their decision in writing, including the basis upon which they decided that the effect of the illness, injury and/or disability or disabilities 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 and petitions of part-time students which are granted shall be granted for part-time status.

Masters candidates who held a full or partial teaching assistantship, and who subsequently have been granted a full-time academic extension for up to 12 months beyond Faculty of Graduate Studies guidelines per this article, also shall be allocated an additional teaching assistantship.

**Employer Counter Proposal – April 10, 2024**

* + 1. The employer agrees to contribute annually to operating costs of the Student Centre Childcare facility, known as the Lee Wiggins Childcare Centre. In each year of the collective agreement, the amount allocated shall be $50,000 55,000. By September 30 of each academic year the employer will allocate $50,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. Any remaining amount from the subsidies that goes unused shall be reallocated towards operational costs of the Student Centre Childcare Facility. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.
		2. By September 30 of each academic year the employer will allocate $50,000 55,000 to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.
		3. Effective September 1, 2021 2023, and every 12 months thereafter, the Employer agrees to contribute to the Childcare Fund annually. The Employer’s contribution will be $262,600 $270,557 effective September 1, 2020 2023, $265,226 $273,262 effective September 1, 2021 2024, and $267,878 $275,995 effective September 1, 2022 2025. 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 Unionto the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.

# ARTICLE 20 – WAYS & MEANS FUND – Employer Proposal April 08, 2024

20.01 Upon ratification the employer will pay to the union $40,245 towards the union’s Ways & Means Fund, which fund is administered by the union. For 2009-10, effective September 1, 2009, this amount will be increased to $42,245 and for 2010-11, effective September 1, 2010, this amount will be increased to $44,245. Effective September 1, 2014, the Employer will pay to the Union $59,245 towards the Union’s Ways and Means Fund. Effective September 1, 2015, the Employer will pay to the Union $74,245 for each year of the collective agreement.

Effective September 1, 2018 the Employer will contribute $85,000 to this Fund in each year of the Collective Agreement.

Upon ratification of the 2023-26 Collective Agreement the employer will pay to the Union effective September 1, 2023 $40,245 $240,725.51, less the amount of $238,342.09 that was paid to the Union in the fall of 2023, towards the Union’s Ways & Means Fund, ~~which fund is~~ administered by the Union. For 2009-102024-25, Effective September 1,2009 2024, this amount will be increased to $42,245 $243,132.77 and for 2010-112025-26, effective September 1, 2010 2025, this amount will be increased to $44,245 $245,564.09, and each year thereafter. Effective September 1, 2014, the Employer will pay to the Union $59,245 towards the Union’s Ways and Means Fund. Effective September 1, 2015, the Employer will pay to the Union $74,245 for each year of the collective agreement.

~~The Employer will contribute to this fund $132,072.07 effective September 1, 2020, $183,514.87 effective September 1, 2021, and $238,342.09 effective September 1, 2022.~~

Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.

In addition, the Employer will commit up to $10,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer).

**Letter of Agreement**

**Discussions regarding Workplace Accommodation – Employer Counterproposal – April 08, 2024**

The Union and the Employer agree that at each of the ~~November~~ February and May Employee Well-Being – CUPE 3903 Monthly Review meetings, the parties will engage in a discussion the scope of which will include:

1. Data that the Employer provides to CUPE in advance of these meetings; and
2. Discussion and feedback regarding individual CUPE 3903-represented employees’ experience with the accommodation processes under the Disability Support Program, with a view to opportunities for continuous improvement.

~~Two~~ Four weeks in advance of a scheduled meeting, the Employer will provide the union with the following non-confidential aggregate data as available through EWB regarding;

* 1. aggregate data regarding newly medically accommodated employees in the CUPE 3903 bargaining units, including non-confidential information regarding the nature of the accommodation provided.
	2. the number of CUPE 3903-represented employees newly seeking an accommodation on the basis of family status.

Each party may have up to three representatives at these discussions. Such representatives shall normally include Manager, Employee Well-Being (or nearest equivalent position) and Disability Support Specialist(s) on behalf of the Employer and the CUPE 3903 Equity Officer (or nearest equivalent position) on behalf of the Union. If either party wishes to have more than three representatives in attendance, they should seek the agreement of the other party no later than seven days in advance of the meeting.

This Letter of Understanding will expire with the commencement of the renewal collective agreement following the 2023-26 collective agreement unless this Letter of Understanding is renewed by the parties.

**LETTER OF UNDERSTANDING – Employer Proposal withdrawn April 08, 2024**

**B E T W E E N:**

**CUPE 3903 Units 1, 2 and 3**

**(“UNION”)**

**and**

**YORK UNIVERSITY**

**(“UNIVERSITY”)**

**Re: Paid Adoption Leave**

Whereas Paid Adoption Leave is currently provided on the terms set out in the collective agreements[[1]](#footnote-1).

And Whereas, the federal government has proposed amendments to the *Employment Insurance Act* (*EI Act*) to provide up to 15 weeks of shareable EI adoption benefits.

Now Therefore the parties agree that:

If the legislation passes during the 2023-2026 collective agreement, the University will increase the paid adoption leave in the relevant paid adoption leave article of the collective agreement from twelve thirty-fifths to fifteen thirty-fifths for any paid adoption leaves commencing after that date.

**APPENDIX F –** **November 24, 2023**

**APPLICATION FOR A CONTRACT TEACHING POSITION
YORK UNIVERSITY
UNIT 2**

**…**

 Two-Year TCA Three-Year TCA

Note that a blanket application, to be considered, must be submitted between November 15 and January 31 (or by the next business day if January 31 falls on a week-end) and shall apply to all positions in the hiring unit for academic sessions that commence during the twelve months following January 31. Any application after January 31 is specific to the position or positions listed below. Applications must be accompanied by a current *curriculum vitae* ~~unless the department/division to which you are applying has a current~~ *~~c.v.~~* ~~on file.~~ Applicants are also encouraged to submit a teaching dossier as part of their application.
…

*\*TCA applications must be submitted by November 1 in any of the three year periods (September 1 to August 31) 2021-22, 2022-23 or 2023-24.*

**NEW Employer Proposal – February 07, 2024**

*Without Prejudice*

*The Employer’s proposal is that upon the renewal of the York-CUPE 3903 Unit 1, 2 and 3 collective agreement, the Employer would write to the Union as set out below. This letter would not form part of the collective agreement*

*Draft Letter to CUPE 3903 from the Employer:*

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Dear CUPE 3903 Chairperson,

In recently concluded collective bargaining for the renewal of the York University – CUPE 3903 Units 1, 2 and 3 Collective Agreements, CUPE presented a proposal regarding the provision of supports and services to racialized employees.

We appreciate your attention to racism’s diverse forms and consequences, as well as its inextricability from intersecting identities and we share your investment in the well-being of racialized employees. Indeed, countering racism at York (and beyond) has been a driving force behind multiple initiatives, including but not limited to: the Security Services Review, the Framework and Action Plan on Black Inclusion, and the DEDI Strategy. Racial equity is also being embedded in the Well-being Strategy thanks to extensive consultations with York community members. All of these include recommendations for specific services and practices in order to both counter racism and enable racialized members of York’s community to thrive.

The Division of EPC, which is the lead or co-sponsor of these initiatives, is planning the implementation of these recommendations in ways that are holistic, community-informed, aimed at the flourishing of racialized individuals and communities, and will be accessible to CUPE members. CUPE members will be invited to share their ideas and feedback about the implementation of various recommendations. They may do so through channels open to York community members in general or could also request an additional CUPE-specific discussion if that is preferable. I would welcome and appreciate their engagement very much.

Laina Bay-Cheng

Interim Vice-President Equity, People & Culture

**Schedule “E” to Memorandum of Settlement for A Renewal Collective Agreement**

**Job Stability Program – Employer withdraws Option A – April 08, 2024**

**ARTICLE 23 – AFFIRMATIVE ACTION – New Employer Proposal – March 24, 2024**

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

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

1. have at least five years of service to the University and who, from 1 May 1983 to 30 April in the year preceding the current contract year, held at least 1 Type 1 position in each of four years and a total of at least 12 Type 1 or equivalent positions over those four years; or
2. have at least three years of service to the University and who, from 1 May 1983 to 30 April in the year preceding the current contract year, held at least 2 Type 1 positions in any three years and at least 7 type 1 or equivalent positions in any three years and who belong to at least one Equity Group shall be eligible for inclusion in the Affirmative Action Pool.

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

23.03 SEARCH AND SELECTION

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

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

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

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

~~23.04 FUNDING (i) The employer shall provide incentive funding to a hiring unit(s) recommending an affirmative action pool member to a tenure stream position. This funding will normally cover the differential between the starting salary of the appointment and the cost of three full course directorships. The employer shall make $130,000 available in incentive funding in each year of the collective agreement.~~

 (ii) For appointments commencing on each of July 1, ~~2022~~ 2025 and July 1, ~~2023~~2026, in each of those years the Office of the Provost and Vice-President Academic ~~and Provost~~ shall, make at least two (2) recommendations ~~in 2021-22 and two (2) recommendations in 2022-23 of Affirmative Action Pool members~~ for full-time faculty positions to the tenure stream. A minimum of one recommendation in each of the two years will be prioritized for candidates who self-identify as Aboriginal (Indigenous) or as a member of a visible minority (racialized group). Where in either of the two years, the Office of the Provost and Vice-President Academic ~~and Provost~~ is unable to make a recommendation with respect to a prioritized candidate who self-identifies as Aboriginal (Indigenous) or as a member of a visible minority (racialized group), the next priority will be to make a recommendation with respect to a candidate from one or more of the other Equity Groups.

~~(iii) During this period, should any member of the Affirmative Action Pool be appointed to a tenure-stream position as a result of a normal search process, the hiring unit receiving the appointment will be entitled to receive incentive funding under Article 23.04(i).~~

1. 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.
2. (vi) If an applicant is not recommended by the School or Department, an explanation will be provided to the applicant on request.

23.05 A dispute respecting the alleged violation of the provisions of Article 23 shall be submitted directly to the Office of the Provost and Vice-President Academic.

23.06 If a candidate grieves a decision to not ~~to~~ appoint them ~~their~~ for that position, or the union grieves ~~an~~ the appointment that is made, the employer shall provide the union with the name of the appointee, a copy of their curriculum vitae and application (provided the successful candidate agrees), and any other non-confidential information that was the basis of the appointment.

23.07 New full-time faculty who have prior service at the University as contract faculty shall be awarded credit toward sabbatical leave entitlement at the rate of one year of credit for each block of three Type 1 appointments (as defined by Article 12 of the CUPE 3903, Unit 2 collective agreement) to a maximum of one such block per year and to a maximum credit of six years.

23.08 Where an individual has accrued applicable prior experience in the University for any five years, including any leaves per Article 15.15 and/or years holding Contractually Limited Appointments as per Article 12.07 and has taught cumulatively at least the equivalent of a full-time teaching load for that period, the hiring unit shall grant that individual an interview for any full-time tenure-track or Contractually Limited Appointment position for which they have applied and holds the prima facie qualifications. For the purposes of this clause, full-time teaching load shall be defined as two and one- half full course directorships or the equivalent. Upon application by the union the employer shall agree to expedite processing of any grievances respecting denial of interviews, in accordance with Article 6.15.

23.09 The employer agrees to provide the union with electronic copies of all notifications of full-time faculty positions submitted to external sources and to share ~~post~~ such notifications ~~on union bulletin boards in~~ within relevant hiring units, at time of ~~submission~~ posting. Further, the employer agrees to publish notification of full-time faculty positions in ~~one internal publication~~ on the York University website.

# ARTICLE 24 – LONG SERVICE TEACHING APPOINTMENTS (LSTAS) – Employer Proposal April 08, 2024

* 1. **ELIGIBILITY**

Employees who, effective September 1 preceding the date of the award of an LSTA, have a minimum teaching intensity of an average of 2.5 FCEs over the previous three years (may include approved leaves), with priority to candidates who have self-identified as Indigenous (Aboriginal) or as racialized (visible minority). Where the Office of the Provost & Vice-President Academic is unable to make the minimum number of appointments set out below in Article 24.07 with respect to candidates who self-identify as Indigenous (Aboriginal) or as racialized (visible minority), the next priority will be to make a recommendation with respect to a candidate from one or more of the other Equity Groups. have been in the Unit 2 “Affirmative Action Pool” for a minimum of 5 years and who have taught at an intensity of an average of 2.5 FCEs over the three previous years (may include approved leaves) are eligible to apply for a Long Service Teaching Appointment.

# TERM OF LSTAS AND COMPENSATION

* + 1. 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.
		2. In assigning teaching positions assignments will first consist of courses in which the employee has incumbency or, where the employee meets the qualifications, has held the courses 2 out of the last 4 times they were posted in unit 2.
		3. Employees awarded an LSTA may, through applications for additional contracts, teach up to the applicable cap in each year of the LSTA.
		4. Courses assigned as part of an LSTA are subject to the course cancellation provisions of article 12.16.1 – 12.16.2.

# CROSS APPOINTMENT

LSTAs 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.

# APPLICATIONS

An individual may apply for an LSTA to a Dean/Principal or to a hiring unit or units. Applications are expected to address the quality of the applicant’s teaching and will be forwarded on or before March 1 for appointments commencing the following September 1.

* 1. LSTAs will be awarded on the basis of hiring unit teaching needs, quality of the applicants teaching file, and the applicant’s number of years in the Affirmative Action Pool.
	2. Employees who are awarded an LSTA will have their teaching reviewed by a member of the full time faculty in the hiring unit(s), which review will encompass the course syllabus and teaching materials, over the term of the LSTA. The hiring unit will consult with the employee who may suggest one or more names for consideration in the selection of the reviewer. The employee’s suggested names will not be unreasonably denied.
	3. In the 2018-20192024-25 contract year a minimum of 7 2 LSTAs will for be offered for September 1, 2025 and in the 2025-26 contract year a minimum of 7 2 LSTAs will be offered to eligible applicants for September 1, 20192026. To the extent practicable a minimum of one third 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 (ie, aboriginal people, persons with disabilities, visible minorities, women and LGBTQ).
	4. On or before May 31, the University will advise the Union of the names of the persons who will have an LSTA and the employment equity status of the applicants who applied in that year.
	5. If an applicant is not recommended by the School or Department, an explanation based on Article 24.05 will be provided to the applicant on request.
	6. Employees holding an LSTA may submit a written application to renew the LSTA for another three-year term. Written applications must be submitted no later than January 31 of the third year of the LSTA (e.g., no later than January 31, 2013 for an LSTA that expires August 31, 2013.

To be eligible for renewal applicants must have had their teaching reviewed by a member of the full-time faculty in the hiring unit(s) pursuant to Article

24.06 above over the course of their current LSTA.

Applications will be assessed on the basis of the quality of an applicant’s teaching, evidence of which will include the review pursuant to Article 24.06 above. Applications will also be assessed on the basis of the unit’s academic planning needs. All applications must also include a current CV. Applications shall not be unreasonably denied.

The total number of LSTAs in any contract year will not exceed eighty. Members who hold an LSTA and who do not have a summer contract shall maintain access to faculty IT services, email and library services and will be able to access any individual PER allocations and/or Research Grant funds, Conference Travel funds or Professional Development funds or other funds during this period as if an active member.

1. Article 17.08 in Units 1 and Unit 2 and Article 16.10 in Unit 3 [↑](#footnote-ref-1)