

**April 14, 2024 9:49PM Employer Without Prejudice or Precedent Framework for Settlement  
– Open for acceptance until 6:00pm on April 14, 2024**

**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. The Parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute and a renewal collective agreement. The parties’ respective negotiating committees agree to bring forward this Memorandum of Settlement for ratification in their respective decision making and voting processes. CUPE 3903 has advised that it will endeavour to complete and report back on the outcome of its ratification process by no later than 11:59 pm on **April 19, 2024**.
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 prior to the date of ratification other than as expressly set out herein.
3. Employees in the bargaining unit as of the date of ratification will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, 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 3.10%. 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 Parties agree to the Return to Work Protocol attached hereto as Schedule “F” and further agree to make best efforts to facilitate the return to normal operations.
5. 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”, “E” and “F” to this Memorandum of Settlement.
6. The University reserves the right to withdraw or amend any or all proposals set out at Schedule “A”, “B”, “C”, “D”, “E” and “F” if all items not agreed to.
7. The Employer will provide two conversion appointments in addition to those provided for in Article 23.04 (ii) for a total of six conversion appointments over the life of the three year 2023-2026 collective agreement. These two conversion appointments are conditional upon ratification of this Memorandum of Settlement for a Renewal Collective Agreement by no later than **April 19, 2024**.

8. The Employer will provide six Long Service Teaching Appointments (LSTA) in addition to those provided for in Article 24.07 for a total of eighteen LSTAs over the life of the three year 2023-2026 collective agreement. These six LSTAs are conditional upon ratification of this Memorandum of Settlement for a Renewal Collective Agreement by no later than April 19, 2024.
9. All other proposals not included in the final form of this Memorandum of Settlement are withdrawn.
10. 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.
11. 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".
12. This Memorandum of Settlement may be signed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including facsimile or email pdf signatures shall be construed together and shall constitute one and the same agreement.
13. This Memorandum of Settlement, even if unsigned, will be honoured and enforced as if it were signed by both the parties, if it is ratified by both parties and if written confirmation of that ratification is provided by the Interim Chairperson of CUPE 3903 and the Assistant Vice-President, Labour Relations of York University to each other by no later than 11:59PM on April 19, 2024.

Dated in Toronto on April 14, 2024

For the Union:

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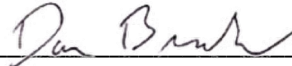
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For the Employer:



Dan Bradshaw,  
Assistant Vice-President,  
Labour Relations

"Leanne De Filippis"

"Kaylie Gordon"

"Gerald Audette"

"Karin Page Cutrara"

"Winnie Ho"

"Victoria Italiano"

"Lyndon Martin"

"David Mutimer"

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

### Bill 124 Wage Re-Opener

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 members receive directly or indirectly from the Ontario government for lost or forgone compensation during the Bill 124 moderation period.
3. **Moderation Period Pay Increases:**
  - a. 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%.
  - b. Effective September 1, 2021, retroactive increase to Article 10.04.1 (Salary Rates) and Article 15.03.1 (Authorized Replacement) of ~~1.75~~ 2.0%.
  - c. Effective September 1, 2022, retroactive increase to Article 10.04.1 (Salary Rates) and Article 15.03.1 (Authorized Replacement) of ~~2.75~~ 3.0%.
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 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

### Salary and Collective Agreement Funds for Renewal Period

#### 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

- ~~3.00%~~ **3.10%** effective September 1, 2023;
- ~~2.75%~~ **2.85%** September 1, 2024;
- ~~2.75%~~ **2.85%** September 1, 2025.

#### 2. 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 – Discrimination and Harassment
  4. Article 4.06 – Printing Collective Agreement
  5. Article 5.01.1-5.01.3 – Labour Management Committees
  6. Article 5.03.4 – Use and Reporting of Data
  7. Article 5.03.5 – Underrepresentation
  8. Letter of Understanding – Representation Thresholds
  9. Article 6 – Grievance Procedure
  10. Article 7 – Arbitration
  11. Article 8 – Discipline – April 14, 2024
  12. Article 10.01.1 – Type 2 Workload
  13. APPENDIX M – WORKLOAD FORM FOR UNIT 2 TYPE 2 POSITIONS
  14. Article 10.04.2 – Tutor 3 Definition
  15. Article 10.08 – Vacation Pay
  16. Article 12.02.1 (iii-iv) – Applications (Nursing)
  17. Article 12.02.2 – Appointments
  18. Article 12.04.1 – Prioritization for Racialized or Indigenous Appointments
  19. Article 12.05 – Appointment Caps
  20. Article 12.06 – Incumbency
  21. Article 12.07 – Applicable Prior Experience
  22. Article 12.10 – Bridge
  23. Article 12.13.1 – Written Offer of Appointments
  24. Article 12.19 – Appointment Information
  25. Article 12.22 – Request to Design Course
  26. Article 15.09 – Code Based Extension Requests
  27. Article 15.10 – Experience Credit for Participation\*
- \*The Union will withdraw its Policy Grievance with respect to this matter, dated February 3, 2023.*
28. Article 15.12.2
  29. Article 15.12.3
  30. Article 15.12.4 – Childcare Fund – April 14, 2024
  31. Article 15.19 – Professional Development Fund
  32. Article 15.21 – Professional Expense Reimbursement
  33. Article 15.24 – Equity Fund
  34. Article 15.29 – Fund Protection
  35. Article 15.30 – CUPE 3903 Benefits Fund – April 14, 2024
  36. New Article 15.32 – Support for Racialized Employees
  37. New Article 15.33 – Mentoring
  38. Article 17.06 – Pregnancy Leave
  39. Article 17.06.1 – YEAR OF SERVICE CREDIT FOR PREGNANCY LEAVE PRIOR TO 1987-88
  40. Article 17.07 – Paid Caregiver Leave
  41. Article 17.08 – Paid Adoption Leave
  42. Article 17.09 – Unpaid Parental Leave
  43. Article 17.10 – Pregnancy Leave Replacements
  44. Article 17.11 – Supplemental Benefits
  45. Article 19.01 – Duration of the agreement
  46. Article 20 – Ways and Means Fund – April 14, 2024
  47. Letter of Intent #1
  48. Letter of Understanding – Severance
  49. Letter of Understanding - Priority For Indigenous Or Racialized Candidates – Article 12.04.1
  50. Appendix B – Offer of Appointment
  51. Letter of Agreement – Discussions regarding Workplace Accommodation

**ARTICLE 1 – PURPOSE AND DEFINITIONS****1.03 Definitions****1.03.1 Definition of Day**

Throughout the Collective Agreement "Day(s)" refers to calendar day(s), unless

- a) The language of the Collective Agreement specifies "Working Days"; or
- b) 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**

3.01.1 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 – Employer withdraws proposal at Article 4.03.7 and 4.03.8-4.03.11. Articles to be renumbered as part of housekeeping revisions.****4.01 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.

#### 4.02 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.

#### 4.03 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT

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

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

The employer further agrees:

- (iv) to continue to sponsor educational programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community.
- (v) to provide sexual violence awareness and prevention training through the Centre for Sexual Violence Response, Support and Education, with such training to be paid for in accordance with Article 10.02.2(ii); and
- (vi) to discipline, where appropriate, an employee-~~harasser~~ **respondent** pursuant to the provisions of Article 8.

4.03.2 Sexual Harassment shall be defined as:

- (i) 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



- (ii) clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
- (iii) 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
- (iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work and/or study.

4.03.3 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.

4.03.4 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:~~

~~(i) the complainant employee may grieve a decision not to separate the parties;~~

~~(ii) 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.~~

4.03.5 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:

(i) the complainant-employee~~r~~ may grieve a decision not to separate the parties;

(ii) 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.

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

- 4.03.7 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).
- 4.03.8 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.
- 4.03.9 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.
- 4.03.10 **Informal Resolution**  
If the grievor requests an informal resolution the following steps will be taken:
- (a) 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.
  - (b) At any point in the process, the grievor may request mediation or a formal investigation.
- 4.03.11 **Mediation**  
If the grievor requests mediation, the following steps will be taken:
- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
  - (b) 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.
  - (c) 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.
  - (d) The outcome of the mediation will result in one of the following:
    - (i) No resolution is reached and the grievor decides to withdraw the grievance and take no further action.
    - (ii) 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.
    - (iii) No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.
- 4.03.12 **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:
- (i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
  - (ii) What redress shall be awarded or continued.

## 4.03.12 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.

## 4.04 RACIAL AND ETHNIC HARASSMENT

4.04.1 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:

- (i) to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion.
- (ii) 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;
- (iii) to follow the procedures set forth in this article respecting the resolution of a racial/ethnic harassment dispute.

The employer further agrees:

- (iv) to initiate and support educational and research programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community; and
- (v) to discipline, where appropriate, an employee ~~harasser~~ **respondent** pursuant to the provisions of Article 8.

4.04.2 Racial/ethnic harassment shall be defined as:

- (i) offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or
- (ii) offensive physical gestures or abuse; and/or
- (iii) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
- (iv) continued differential treatment in the assignment of duties or responsibilities ~~(subject to Article 12.01.7)~~; and/or
- (v) 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.

4.04.3 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:~~

~~(i) the complainant employee may grieve a decision not to separate the parties;~~

~~(ii) 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.~~

#### 4.04.4 Separation of Complainant and Alleged Harasser Respondent

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

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

(i) the complainant-employee may grieve a decision not to separate the parties;

(ii) 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.

4.04.6 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).

4.04.7 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.

#### 4.04.8 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.

4.04.9 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.

#### 4.04.10 Informal Resolution

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

(a) 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.

- (b) At any point in the process, the grievor may request mediation or a formal investigation.

#### 4.04.11 Mediation

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

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) 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.
- (c) 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.
- (d) The outcome of the mediation will result in one of the following:
  - (i) No resolution is reached and the grievor decides to withdraw the grievance and take no further action.
  - (ii) 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.
  - (iii) No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.

#### 4.04.12 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:

- (i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
- (ii) What redress shall be awarded or continued.

#### 4.04.13 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.

...

## 4.06 PRINTING AGREEMENT

4.06.1 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.

4.06.2 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

5.01.1 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.**

5.01.2 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 **Co-Chair** may call meetings on at least two weeks' notice to the other members of the Committee.

~~5.01.3 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):
  - (a) External Availability Data.
  - (b) Internal Self-identification Representation Data for the most recent consecutive three contract years for which the data is available as of the November 1 preceding the contract year for which appointment decisions will be made.
  - (c) Internal Self-identification Representation Data available as of November 1 each year correlated with employment-related information, including number of positions held, position type, and salaries, per Article 5.03.1(**be**).
  - (d) Applicant Self-Identification Data pertaining to the appointment and selection procedures, or programs listed by Article number in (i-iii) below, which serves as the sole source of equity data for individual applicants in regard to these appointment and selection procedures or programs:
    - (i) Article 12.04.1
    - (ii) Article 12.04.2
    - (iii) Article 23 Affirmative Action
- (2) The Employer will annually report on equity data as follows:

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

(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.

### 5.03.5 Underrepresentation

#### (a) Representation Thresholds

Unless otherwise agreed upon and, in order not to interfere with the Employer's FCP obligations, where the representation percentages are not lower than those for the FCP Equity Groups in the External Availability Data for Canada as a whole, underrepresentation shall be understood to mean fewer 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 Data for 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 and 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. The parties will rely on the updated External Availability Data for the 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. The parties will also update the footnote at Article 5.03.1 (f).

## ARTICLE 6 – GRIEVANCE PROCEDURE

- 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.
- (ii) 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.
- (iii) 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-eight fourteen 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.
- 6.02 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 immediate supervisor, accompanied by their steward if they so wish. The supervisor shall hold this discussion within seven calendar days of the matter being raised by the employee and, following the discussion give their reply in writing within five calendar days.
- 6.04 **STEP ONE TWO:** 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.
- 6.05 **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.
- ~~6.06 **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.~~



- 6.06 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~~.
- 6.07 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.
- 6.08 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~~.
- 6.09 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.
- 6.10 ~~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**.
- 6.11 If ~~one party~~ the union notifies the ~~either~~ 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.
- 6.12 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.
- 6.13 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.
- 6.14 In exceptional circumstances, the union may apply to the ~~Office of the Executive Director, Faculty Relations~~ **or designate** for expedited processing of a grievance. ~~The Office of the Executive Director, Faculty Relations~~ 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~~.
- 6.15 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.

- 6.16 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.
- 6.17 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.
- 6.18 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.
- 6.19 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.
- 6.20 Grievances concerning harassment, discrimination, or disability may be initiated at Step **Two Four**.

## ARTICLE 7 – ARBITRATION

- 7.01 ~~If the union so wishes, a~~ Grievances 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, in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The employer 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.
- ~~7.02 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.~~
- ~~7.03 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.~~
- 7.02 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.
- 7.03 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.

- 7.04 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.
- 7.05 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.
- 7.06 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.
- 7.07 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 ~~10.04.2~~ **10.04.4**.

[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 8 – DISCIPLINE**

### 8.01.1 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.

- 8.01.2 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.

### 8.02.1 PROGRESSIVE DISCIPLINE

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

- 8.02.2 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.

### 8.02.3 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.

## 8.03.1 Subject to 8.03.3:

## STEP ONE: NOTICE OF MEETING

- (i) 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.
- (ii) 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:
  - (a) 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;
  - (b) initiate a formal evaluation pursuant to Article 13;
  - (c) 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.

- (iii) 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.
- (iv) 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.

## 8.03.2 STEP TWO: LETTER OF WARNING

- (i) 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.

- (ii) 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.
- (iii) 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.

8.03.3 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.

8.03.4 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).

#### 8.04.1 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.

#### 8.04.2 NOTIFICATION OF ACTION

The Dean or designate:

- (i) 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;
- (ii) 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.

8.05 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.

8.06 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.

**8.07** ~~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).

- 8.08 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.
- 8.08.1 (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.
- (ii) 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.
- (iii) 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 therefrom, of any other employee. This in no way relieves the bargaining unit member of any of their supervisory duties and responsibilities.
- (iv) 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 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.
- (ii) 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  
Per group (if applicable)

\_\_\_\_\_  
Faculty/Department

Assigned Duties (as total number of hours)  
(Employees need not be assigned duties in all categories)

(A) POSSIBLE DUTIES	DETAILS	HOURS	
		First Meeting	Second (mid-contract) 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>B) POSSIBLE DUTIES WITH CONSENT</b>			
Lecturing			
Other (Please Detail)			
Other (Please Detail)			
<b>TOTAL HOURS:</b> (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 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**

**12.02 APPLICATIONS**

12.02.1 (i) All applicants for positions must apply directly and in writing, providing an updated application (specific or general, see Appendix F) and current curriculum vitae, unless a current curriculum vitae is already on file, to each of the hiring units in which 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:
  - (a) Where no appointment is made under (i), then the appointment shall be made from among the candidates with the required and preferred qualifications, according to the provisions of ~~12.04.1(iv) and, for appointment processes commencing subsequent to September 1, 2021, according to the provisions of~~ 12.04.1(ii)(b-f):
  - (b) Where there is one or more candidates who as per Article 12.06.1 holds incumbency in respect of the course and are in the pool of candidates with required and preferred qualifications and who self-identify as Indigenous or racialized, and
  - (c) Where the data indicates that the Academic Unit in which the appointment is occurring has not met the threshold targets for representation of Indigenous or racialized as per Article ~~5.03.4~~ 5.03.3;
  - (d) Then the appointment to the position shall be made to an Indigenous or racialized candidate; and if there is more than one such candidate the appointment shall be made according to the provisions in Article 12.04.1(iv);
  - (e) Where such an appointment is made as per (d) and there is a candidate who does not self-identify as Indigenous or racialized and who would have otherwise been appointed to the position by virtue of their seniority and who has incumbency under Article 12.06(1) then such a candidate shall be dealt with under the Letter of Understanding re "Priority for Indigenous or racialized Candidates - Article 12.04.1".
  - (f) No grievance will be filed challenging an appointment made under (d).
- (iii) Pool of Candidates with Required Qualifications:
 

Where no appointment is made under Article 12.04(ii) because no candidate ~~holds incumbency of~~ 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:**

- (b) Where a candidate has a total of at least five years of service in the bargaining unit in each of which they have accrued applicable prior experience for one Type 1 position or its equivalent as provided by ~~12.06 (iii)~~ 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.

~~(v) 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.

#### **12.06 INCUMBENCY**

12.06.1 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.

12.06.2 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.

#### **12.07 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.

## 12.10 BRIDGE

12.10.1 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.

## 12.13 WRITTEN OFFER OF APPOINTMENT

12.13.1 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 will be retained by the appointee.~~ A Revenue Canada TD1 form shall be included with the first "Offer of Appointment" sent to an employee for each academic session.

...

## 12.19 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.

## 12.22 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:

- (i) The department will provide the union with copies of all the relevant documentation as soon as is practicable and before the commencement of the appointment.
- (ii) If the course is new and is offered within ~~36~~ 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

### 15.09 ~~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)~~ **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.

### 15.10 PARTICIPATION

15.10.1 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.

15.10.2 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:

- (i) Amend the relevant Senate document(s) to clearly state that ~~contract part-time~~ **contract part-time** faculty are eligible for election to Senate; and
- (ii) Establish a process whereby a guaranteed minimum number of Senate seats elected by Faculty Councils will be filled by ~~contract part-time~~ **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.

- 15.10.3 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.

~~15.10.4 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~~

#### **15.10.5 EXPERIENCE CREDIT FOR PARTICIPATION**

- ~~(i) 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.~~
- ~~(ii) 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:~~

##### ~~i. 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.~~

##### ~~ii. 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.~~

~~iii. 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.

iv. **Article 12.04.4 (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 ~~12.04.4 (v)~~ 12.05 and the provisions regarding the annual accrual of APE pursuant to Article 12.07 (iv).

**v. 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.

**vi. 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.

- 15.12.2** 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~~ \$60,000. 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.
- 15.12.3** By September 30 of each academic year the employer will allocate ~~\$50,000~~ \$60,000 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.
- 15.12.4** Effective September 1, ~~2024~~ 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, ~~2024~~ 2024, and ~~\$267,978~~ \$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 Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30<sup>th</sup> of each year.

**15.19 PROFESSIONAL DEVELOPMENT FUND**

The Employer agrees to contribute to the Professional Development Fund as follows: ~~\$138,370 effective September 1, 2020, \$130,754 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, ~~2017-2024~~ 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.

#### 15.24 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 ~~\$40,400~~ \$10,406 effective September 1, ~~2020-2023~~, ~~\$40,204~~ \$10,510 effective September 1, ~~2021-2024~~, and ~~\$40,303~~ \$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.

#### 15.29 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, ~~2023~~ and October 1, ~~2024~~ and October 1, ~~2025~~. 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.

#### 15.30 CUPE 3903 BENEFITS FUND

Effective September 1, ~~2024-23~~, and every 12 months thereafter, the Employer agrees to contribute an amount to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. The amount contributed by the Employer is ~~\$311,000~~ \$476,720 effective September 1, ~~2020-23~~, ~~\$387,000~~ \$481,487 effective September 1, ~~2024-24~~, and ~~\$472,000~~ \$486,302 effective September 1, ~~2022-25~~. Allocations from the Fund will be made by the Union. An Annual Report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30<sup>th</sup> of each year.

#### **New Article 15.32 – Support for Racialized Employees**

Effective September 1, 2024, and September 1, 2025, the Employer will provide to CUPE 3903

\$25,000 toward the Union's ongoing support of racialized employees in the bargaining unit who confront and experience race related and/or other intersecting forms of discrimination, harassment, and/or violence.

By September 30, 2025, and September 30, 2026, the Union will provide a report consisting of non-confidential and aggregate data to the Office of Faculty Relations through the Labour/Management Committee indicating the nature and purpose of disbursements and amounts of money spent in the previous 12-month period. This report may assist the employer in identifying potential systemic barriers.

### **New Article 15.33 – Mentoring**

Effective September 1, 2024, and September 1, 2025, the Employer will provide to CUPE 3903 \$10,000 for the purpose of providing mentorship and professional development opportunities for employees in the CUPE 3903 bargaining units. By September 30, 2025, and September 30, 2026, the Union will provide a report to the Office of Faculty Relations through the Labour/Management Committee indicating the nature and purpose of disbursements and amounts of money spent in the previous 12-month period.

## **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 **pregnancy maternity** or long-term **pregnancy maternity** 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 are s/he is** going to accept care-giver responsibility. Where **more than one two** employees **have** care-giver responsibility for a new-born child and one is eligible for **pregnancy maternity** leave, they may divide the amount of paid **pregnancy maternity** 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 one two** employees **is are** 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 PARENTAL** LEAVE ~~TIME OFF~~

Upon written request, the ~~pregnant employee natural mother~~ shall be entitled to ~~an unpaid parental~~ leave of up to ~~sixty-one~~ ~~thirty-five~~ weeks in time off, ~~in addition to the~~ ~~including the~~ ~~paid 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 **PREGNANCY MATERNITY LEAVE REPLACEMENTS**

It is understood that in replacing an employee off on ~~pregnancy/caregiver maternity/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 ~~pregnancy maternity~~, 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**

- 19.01 This 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.

### **ARTICLE 20 – WAYS & MEANS FUND**

- 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 \$50,245 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 2009-10-2024-25, Effective September 1, 2009-2024, this amount will be increased to \$42,245 \$243,132.77 and for 2010-11, 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 \$50,245 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).

#### 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:

- (a) The relief described in paragraph 1 above will be provided to the Senior Employee once for any given course; and
  - (b) The Payment will not occur where 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.
2. No grievance challenging the appointment made under Article 12.04.1(ii)(d) shall result in the displacement of the senior Indigenous or racialized candidate. Any relief to the Senior Employee will be restricted to paragraph 1 of this Letter of Understanding.
  3. Data related to appointments and remedies made under this LOU shall be reported to the Employment Equity Committee by December 1 in each year in which this LOU is in effect, and the data shall constitute part of the review of the equity goals set out in article 5.03. Internal Self-Identification Representation Data will determine hiring for the following Summer, Fall, Winter.
  4. This Letter of Understanding will expire with the commencement of the renewal collective agreement following the ~~2020-23~~ **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://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>

**Revised February, 2000**

**Revised April, 2012**

**Revised November, 2023**

**Letter of Agreement  
Discussions regarding Workplace Accommodation**

The Union and the Employer agree that at each of the **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.

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;**

- a. ~~aggregate data regarding~~ newly medically accommodated employees in the CUPE 3903 bargaining units, including ~~non-confidential~~ information regarding the nature of the accommodation provided.
- b. **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.

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

**Other non-monetary items**

1. Article 15.01.8
2. Article 15.08
3. Article 15.27
4. **Appendix F – Application For A Contract Teaching Position**
5. Letter of Understanding - Feasibility of Email and Library Services for Retirees
6. Letter of Agreement – Severance Program for Contract Faculty with PKIN Assignments (“PKIN Severance Program”)
7. **Letter of Agreement – Time-Limited Severance Program**

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
8. Article 4 – Employer withdraws proposal at Article 4.03.6 and 4.03.8-4.03.11
9. Article 12.14 & 12.15 – Employer proposals withdrawn
10. Article 13 – Employer proposals withdrawn
11. Article 15.09 – Employer proposals withdrawn
12. Letter to CUPE 3903 – Employer withdraws proposal

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**ARTICLE 15 – GENERAL**

**15.01.8 RESOURCES FOR PERSONS WITH DISABILITIES**

Persons with disabilities, per ~~the York University’s Occupational Health and Safety Policy,~~ **accommodation process** 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.~~

**15.08 EXECUTIVE SERVICE**

15.08.1 In recognition of the fact that service on the union executive limits the ability of employees to make themselves available for employment, the employer agrees to pay the union by 30 September of each year the equivalent of the salary of ~~eight~~ **ten** course directors, in full satisfaction of the employer’s obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 collective agreements. These monies shall be distributed among the members of the executive as seen fit by the union.

**15.27 POST-RETIREMENT BENEFITS**

The Employer agrees to provide post-retirement benefits coverage for Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement, defined for the purposes of post-retirement benefits only as the voluntary severance of the employment relationship with the University at or following the date on which the employee first became eligible to receive a monthly pension from the York University Pension Plan, in the form of a

retiree health care spending account as follows:

- a) each retiree's health care spending account will have an annual limit of ~~\$1800 and \$2000~~ and \$2200 effective January 1, ~~2022~~ 2025;
- b) the total annual Employer contribution to cover post-retirement benefits over the term of this collective agreement is a maximum of ~~\$100,000 each year, and~~ \$111,000 and \$122,100 effective May 1, ~~2022~~ 2024 and thereafter. Any unspent portion of the Employer's annual contribution will be carried forward to the next year.

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

- a) be enrolled in the York University Pension Plan;
- b) provide a minimum of three months' written notice to Pensions and Benefits that they are retiring and permanently severing their employment relationship with the University in the Unit 2 bargaining unit;
- c) retire no later than 12 months following the end of their last unit 2 contract; and
- d) elect to receive a monthly pension from the York University Pension Plan.

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

## APPENDIX F

### 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.~~

...

~~\*TGA 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.~~



**Letter of Understanding**

**Feasibility of Email and Library Services for Retirees**

Whereas in collective bargaining for a 2023-26 renewal collective agreement, CUPE 3903 Unit 2 inquired as to the feasibility of providing ongoing email services and, upon request, library services to employees who retire according to the terms of Article 15.27 of the Collective Agreement.

Now therefore, the Employer will undertake to investigate such feasibility and report back to CUPE 3903 Unit 2 through the Labour Management Committee by no later than June 30, 2025.

This Letter of Understanding shall be placed in the 2023-26 collective agreement booklet and shall form part of the 2023-26 collective agreement. It will expire with the expiration of the 2023-26 collective agreement and shall be removed from the collective agreement booklet for the subsequent renewal collective agreement unless this Letter of Understanding is renewed by the parties.

## Letter of Agreement

### Severance Program for Contract Faculty with PKIN Assignments (“PKIN Severance Program”)

#### 1. Eligibility

Employees in the CUPE 3903 Unit 2 bargaining unit whose assignments during the qualifying period described below have consisted primarily (**more than 75%**) or exclusively of PKIN positions and who, effective September 1, 2023, have at a minimum:

- (a) 10 years of service (i.e., in which at least 1 Type 1 equivalent position has been held at York); and
- (b) an average of 1 Type 1 equivalent position over the previous three years.

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

#### 2. Severance

The employment relationship with York University of an employee who elects to accept severance per the PKIN Severance Program will be severed effective September 1, 2024 and the employee will lose entitlement to all applicable prior experience and years of service that have accumulated up to that time, for any and all purposes under the provisions of the collective agreement.

#### 3. Severance Payment

Severance will be payable as a retiring allowance in an amount equal to a prorated portion of the employee’s highest total earnings in the bargaining unit in any of the last five contract years ending August 31, 2023 according to the following schedule:

Years of Service	Prorated Portion of Highest Total Earnings
10 to 14 years	25%
15 to 19 years	50%
20 or more years	75%

For illustration purposes, if an eligible applicant has 20 years of service and their total highest earnings for the applicable period are \$50,000, then they would receive a severance payment of \$37,500.

#### 4. Applications

**The Employer will provide notice to all individuals who meet the eligibility requirements in section 1 above by May 1, 2024.**

Employees may apply for the PKIN Severance Program from May 1, 2024 to ~~May~~ **July 15, 2024**. The severance will be effective September 1, 2024.

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

## Letter of Agreement

### Time-Limited Severance Program for Long-Service Contract Faculty

The Time-Limited Severance Program for Long-Service Contract Faculty (the “TLSP”) will be available on a one-time basis, as follows:

#### 1. Eligibility

Employees eligible for the TLSP are those who, effective September 1, 2023, have at a minimum:

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

Further, to be eligible for the severance payment at Section 3 of this Letter of Understanding, an applicant may not be a York University retiree or hold a full-time position at York University or elsewhere at the time of application or have previously received or additionally receive any other form of severance or retirement or resignation incentive or payment from York University (including, without limiting the generality of the foregoing, the Letter of Understanding: Severance; or the Letter of Agreement: Transitional Continuing Appointment from the 2020-23 Collective Agreement; or the Letter of Agreement – Severance Program for Contract Faculty with PKIN Assignments).

#### 2. Severance

The employment relationship with York University of an individual who elects to accept severance per the TLSP is severed effective the date of receipt of such monies and the employee loses entitlement to all applicable prior experience and years of service that they have accumulated up to that time, for any and all purposes under the provisions of the collective agreement.

#### 3. Severance Payment

Participating individuals will receive severance in a total amount equal to the individual’s highest total earnings in the bargaining unit in any of the last five contract years ending with the contract year that ends on August 31, 2023, payable as a retiring allowance.

#### 4. Applications

Employees may apply for the TLSP during the period of May 1, 2024 to ~~May 31, 2024~~ **October 31, 2024**

~~The severance will be effective September 1, 2024.~~

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

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

#### 5. Clarity Note

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 thirty-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 thirty-year eligibility requirement for the purposes of applying for TLSP.

This Letter of Agreement shall be placed in the Unit 2 2023-26 collective agreement booklet and shall form part of the relevant 2023-26 collective agreement. It will expire with the expiration of the Unit 2 2023-26 collective agreement and shall be removed from the subsequent renewal collective agreement.

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

1. Article 23 – Affirmative Action
2. Article 24 - Long Service Teaching Appointments (LSTAs)

### ARTICLE 23 – AFFIRMATIVE ACTION

23.01 In recognition of the substantial contribution to the University community made by long-term employees, and of the obstacles that have faced these employees in their attempts to find academic employment, the parties have agreed to establish 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.

#### 23.02 AFFIRMATIVE ACTION POOL

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

- (i) have at least five years of service to the University and who, from 1 May 1983 to 30 April in the year preceding the current contract year, held at least 1 Type 1 position in each of four years and a total of at least 12 Type 1 or equivalent positions over those four years; or
- (ii) have at least 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).~~
- (iii) 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.
- (iv) (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)

### 24.01 ELIGIBILITY

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

### 24.02 TERM OF LSTAS AND COMPENSATION

24.02.1 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.

24.02.2 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.

24.02.3 Employees awarded an LSTA may, through applications for additional contracts, teach up to the applicable cap in each year of the LSTA.

24.02.4 Courses assigned as part of an LSTA are subject to the course cancellation provisions of article 12.16.1 – 12.16.2.

### 24.03 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.

### 24.04 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.

24.05 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.

24.06 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.

24.07 In the ~~2018-2019~~ **2024-25** contract year a minimum of ~~7~~ **6** LSTAs will for be offered for September 1, 2025 and in the 2025-26 contract year a minimum of ~~7~~ **6** LSTAs will be offered to eligible applicants for September 1, ~~2019~~ **2026**.

**A minimum of three recommendations in each of the two years will be prioritized for candidates who self-identify as Indigenous or Racialized. Where in either of the two years, the Office of the Provost and Vice-President Academic is unable to make a recommendation with respect to a prioritized candidate who self-identifies as Indigenous or Racialized, the**

~~next priority will be to make a recommendation with respect to a candidate from one or more of the other Equity Groups. 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 (i.e., aboriginal people, persons with disabilities, visible minorities, women and LGBTQ).~~

- 24.08 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.
- 24.09 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.
- 24.10 Employees holding an LSTA may submit a written application to renew the LSTA for another three-year term. Written applications must be submitted no later than January 31 of the third year of the LSTA (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.



## Return to Work Protocol for CUPE 3903 Unit 2 dated April 14, 2024

### “SCHEDULE F”

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

1. There will be no discrimination, reprisals, or penalties of any kind against any employees in the CUPE 3903 Unit 2 bargaining unit (hereafter “employees”) by CUPE 3903 in connection with the strike, including the decision of an employee not to participate in strike activity.
2. The Employer will not discipline, discriminate, or take reprisals of any kind against any employees for participation in the strike.
3. Employees will assist as required to facilitate completing courses on the basis set out in the communications from the Executive Committee of Senate relating to remediation and Course Completion Options and Finalization of Grades pursuant to the Senate Policy on the *Academic Implications of Disruptions or Cessations of University Business Due to Labour Disputes or Other Causes*, available at <https://www.yorku.ca/secretariat/senate/labour-disruption-information/>, or such further communications as the Executive Committee of Senate may issue.
4. The strike commenced on Monday, February 26, 2024. Striking employees have received compensation for work performed up to February 25, 2024, the day before the strike started, plus an additional four days ending February 29, 2024 in their regular pay on February 25<sup>th</sup>.
5. Employees who return to work on the first scheduled workday immediately following the cessation of the strike and act in accordance with paragraph 3 above, will receive pay for work related to completing courses in accordance with paragraph 3 above. The amounts paid will provide for up to 100% of the total payments for the Winter 2024 Term. The Employer will, as soon as practicable, provide the difference between what has been paid to the commencement of the strike and 90% of salary (less statutory deductions not including union dues) that would have been earned completing the Winter Term. This amount shall be an advance against any remediation earnings and shall be guaranteed regardless of the remediation required.
6. Upon return to work, course directors will fill out and submit a Remediation Plan and a Remediation Work Form, the latter forming the basis of the remaining 10% of salary for work related to the completion of the course. Course supervisors shall call a meeting with employees in the CUPE 3903 Unit 2 bargaining unit who have a Type 2 assignment to discuss employee workload for the remainder of the term in the context of the Unit 2 Type 2 Remediation Workload Form. Employees with a Marker/Grader or other hourly paid assignment will meet with their course supervisor to discuss remaining work and associated number of hours to be completed and a schedule for completion. A Remediation Plan Template, Remediation Workload Form and a Type 2 Remediation Workload Form will be made available to employees on their return to work in accordance with paragraph 5 above. The payments for work to complete courses will be made upon completion as soon as necessary payroll system adjustments can be prepared. The assignment of work will align with an employee’s approved Accommodated Work Plan.
7. Upon cessation of the strike, employees on an approved Article 15.15 research leave **who confirm in writing to the Director, Faculty Relations that they have resumed or completed their leave** are eligible to receive for up to 100% of the remaining salary for the research leave. **The Employer will, as soon as practicable, provide the difference between what has been paid to the commencement of the strike and 90% of salary (less statutory deductions not including union dues) that would have been earned completing the research leave. The remaining 10% of salary will be paid subject to the employee confirming completion of the research leave activities consistent with Article 15.15**
8. The Union understands and agrees that the Employer cannot comply with the posting and assignment process pursuant to the applicable Articles of the York-CUPE 3903 Unit 2 Collective

Agreement for the 2024 Summer term. The Employer will make best efforts to comply regarding appointments made following the conclusion of the strike and the Union agrees that these provisions of the Collective Agreements are not to be strictly enforced in the return to work.

9. Any dispute regarding the interpretation of this protocol shall be referred to the grievance procedures provided in the collective agreement, beginning with Step 2.
10. As the Extended Health, Dental and Vision Care benefits are ASO, the Employer will conduct a reconciliation following the strike and either charge the Union for, or reimburse, any difference between the benefit continuation costs paid by the Union and the actual costs incurred.