

CUPE 3903 Proposal Package (with Employer responses so far) – as of March 29, 2021

<b>WAGES, BENEFITS AND FUNDS</b>				
<b>#</b>	<b>ARTICLE #</b>	<b>CHANGE</b>	<b>LATEST UNION PROPOSAL</b>	<b>LATEST EMPLOYER PROPOSAL</b>
1	U1 10.03.1 U3 10.02	Grant-in-Aid (GIA)	<b>March 19:</b> Proposal to increase Grant-in-Aid rates by an amount equivalent to an increase of 1% each year of the collective agreement, effective September 1, 2020.	
2	U1 10.04.1 U2 10.04.1 U3 10.02	Wages	<b>March 19:</b> Proposal to increase salary and authorized replacement rates by 1% each year of the collective agreement, effective September 1, 2020.  Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Collective Agreement with respect to compensation.	
3	U1 10.04.4	<b>NEW:</b> Penalty for late pay cheques	<b>December 22:</b> For any appointment that has commenced, where the Employer fails to remit payment on the regular pay day the Employer shall pay an additional 5% of the monthly salary for the appointment to the Employee as a penalty.	
4	U1 10.07	<b>NEW:</b> Penalty for late GIA payments	<b>March 19:</b> Except in exceptional circumstances, Grant-in-Aid payments should be deposited no later than the regular pay day for each contract month.  If the Employer fails to meet one of the above deadlines, the Employer shall pay a penalty to the Union equivalent to 10% of the payment remitted late, payable to the Ways and Means Fund for each incident.	
5	U1 10.12	<b>NEW:</b> Increase GFA and penalty for late payments	<b>December 22:</b> Proposal to increase GFA rates by an amount equivalent to an increase of 1% each year of the collective agreement, effective September 1, 2020.  The Faculty of Graduate Studies shall make best efforts to post the monies to the students' accounts by November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term.  If the Employer fails to meet one of the above deadlines, the Employer shall pay a penalty to the Union equivalent	

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			<p><u>to 10% of the payment remitted late, payable to the Ways and Means Fund for each incident.</u></p>	
6	<p>U1 10.18 U2 10.15 U3 10.10.4</p>	<p>Link to PDF doesn't work/ URL isn't accurate</p>	<p><b>March 19:</b> The parties agree that dental, drug, vision care and family benefits will be provided through an ASO Plan administered by the York University Department of Total Compensation (Pension and Benefits).</p> <p>Information about vision, extended health care and dental benefits can be accessed at <u>via following:</u> <a href="https://hr.info.yorku.ca/">https://hr.info.yorku.ca/</a></p> <p>Click on Current Employees, which then requires a Passport York login; that brings you to <a href="https://yulink-new.yorku.ca/">https://yulink-new.yorku.ca/</a></p> <p>Under Employee Resources, click on Pension &amp; Benefits; that brings you to <a href="https://yulink-new.yorku.ca/group/yulink/pension-and-benefits">https://yulink-new.yorku.ca/group/yulink/pension-and-benefits</a></p> <p><u>Under My Benefit Enrolment, you'll find a link to the PDF of "Active Benefits Booklet--unit 1, 2 and 3"</u></p>	
7	<p>U1 10.21 U2 10.17 U3 10.10 (6)</p>	<p><b>NEW:</b> Remove the \$2000 limit on paramedical benefits</p>	<p><b>March 19:</b> <u>The Employer shall contribute toward the yearly administration cost and claims under an ASO Group Paramedical Plan for each employee. The employer will pay 100% of the costs of each paramedical category, up to a maximum of \$3000.</u></p>	
8	<p>U1 15.13.4 U2 15.12.4 U3 15.09.3</p>	<p>Childcare Fund: determining amount and fund becoming permanent</p>	<p><b>March 19:</b> <del>A Child Care Fund in the amount of \$260,000 will be made available in each of 2018-19 and 2019-2020.</del> <u>Effective September 1, 2020, and every 12 months thereafter, the Employer agrees to contribute \$260,000 to the Childcare Fund annually. Allocations from the Fund will be made by the Union. An Annual Report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.</u></p>	
9	<p>U1 15.17 U2 15.20 U3 10.12</p>	<p>Clarify Tuition Cost Fund adjudication process</p>	<p><b>March 19:</b> The Employer shall transfer \$12,500 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/</p>	<p><b>February 16:</b> The Employer shall transfer \$12,500 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund,</p>

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			<p>conferences related to their employment. Any unexpended monies shall be retained in the Fund.</p> <p>The Tuition Costs Fund shall be administered by a <del>four person committee consisting of two members of the bargaining units selected by the union, one full-time faculty member selected by the employer, and the Director of the Centre for Support of Teaching or designate, using criteria and procedures approved by the Labour/Management Committee</del> <u>the Professional Development Fund Committee of the Union</u>. An annual report on the disbursement of monies shall be submitted in writing <del>by the Union to the Labour/Management Committee</del> <u>by no later than September 30<sup>th</sup> of each year.</u></p>	<p>to assist employees in paying tuition costs for courses/programs/ conferences related to their employment. Any unexpended monies shall be retained in the Fund.</p> <p>The Tuition Costs Fund shall be administered by a <del>four person committee consisting of two members of the bargaining units selected by the union, one full-time faculty member selected by the employer, and the Director of the Centre for Support of Teaching or designate, using criteria and procedures approved by the Labour/Management Committee</del> <u>the Professional Development Fund Committee of the Union</u>. An annual report on the disbursement of monies, <u>indicating the name, bargaining unit and amount provided to each recipient,</u> shall be submitted in writing <u>by the Union to the Employer Labour/Management Committee</u> <u>by no later than September 30<sup>th</sup> of each year.</u></p>
10	U1 15.27 U2 15.30 U3 22	Extended Health Benefits Fund: determining amount and making the fund permanent	<p><b><i>December 22:</i></b> <del>On each of September 1, 2018 and September 1, 2019, Effective September 1, 2020, and every 12 months thereafter, the Employer will provide to</del> <u>CUPE 3903 a total amount of \$ _____ annually to assist</u> CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. Allocations from the Fund will be made by the Union. An Annual Report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.</p>	
11	U1 15.29 U2 15.25 U3 26	Sexual Assault Survivors Support Fund: determining amount and making the fund permanent	<p><b><i>March 19:</i></b> <del>For the contract year Effective September 1, 2021 2018-2019, and each September 1 thereafter, the Employer will provide to</del> <u>CUPE 3903's Trans Feminist Action Caucus a total amount of \$50,000 to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence.</u></p> <p><u>By September 30, 2022 and by each September 30 thereafter, the Union shall submit an annual report on the disbursement of monies in the previous 12-month period to the Labour/Management Committee.</u></p>	<p><b><i>February 16:</i></b> <del>For the contract year Effective September 1, 2021 2018-2019, and each September 1 thereafter, the Employer will provide to</del> <u>CUPE 3903's Trans Feminist Action Caucus a total amount of \$50,000 to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence.</u></p> <p><u>By September 30, 2022 and by each September 30 thereafter, the Union will provide a report to the Employer indicating the amount of money that was spent in the previous 12-month period.</u></p>

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			<p><del>For the contract year 2019-2020, \$10,000 will be provided to CUPE 3903's Trans Feminist Action Caucus and \$40,000 will be provided to the Sexual Violence Response Centre. The Sexual Violence Response Centre will meet quarterly with the Union, or at reasonable request, to discuss access to and distribution of these monies.</del></p>	<p><del>For the contract year 2019-2020, \$10,000 will be provided to CUPE 3903's Trans Feminist Action Caucus and \$40,000 will be provided to the Sexual Violence Response Centre. The Sexual Violence Response Centre will meet quarterly with the Union, or at reasonable request, to discuss access to and distribution of these monies.</del></p>
12	U1 Letter of Intent 6	<b>NEW:</b> Penalty for late ITO payments	<p><b><u>March 19:</u></b> The Faculty of Graduate Studies will post the monies to the students' accounts by November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term.</p> <p><u>If the Employer fails to meet one of the above deadlines, the Employer shall pay a penalty to the Union equivalent to 10% of the payment remitted late, payable to the Ways and Means Fund for each incident.</u></p>	
13	U2 15.27	Post-retirement benefits	<p><b><u>February 27:</u></b> The Employer agrees to provide postretirement benefits coverage for Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement, defined for the purposes of postretirement benefits only as the voluntary severance of the employment relationship with the University at or following the date on which the employee first became eligible to receive a monthly pension from the York University Pension Plan, in the form of a retiree health care spending account as follows:</p> <ul style="list-style-type: none"> <li>a) each retiree's health care spending account will have an annual limit of <del>\$1800</del> <u>\$3000</u> (in line with paramedic benefits)</li> <li>b) the total annual Employer contribution to cover post-retirement benefits over the term of this collective agreement is a maximum of \$100,000 in each year.</li> </ul> <p>Any unspent portion of the Employer's annual contribution will be carried forward to the next year;</p> <p>In order to be eligible for the post-retirement benefits the employee must:</p>	<p><b><u>February 27:</u></b> The Employer agrees to provide postretirement benefits coverage for Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement, defined for the purposes of postretirement benefits only as the voluntary severance of the employment relationship with the University at or following the date on which the employee first became eligible to receive a monthly pension from the York University Pension Plan, in the form of a retiree health care spending account as follows:</p> <ul style="list-style-type: none"> <li>a) each retiree's health care spending account will have an annual limit of \$1800 (in line with paramedic benefits)</li> <li>b) the total annual Employer contribution to cover post-retirement benefits over the term of this collective agreement is a maximum of \$100,000 in each year.</li> </ul> <p>Any unspent portion of the Employer's annual contribution will be carried forward to the next year;</p> <p>In order to be eligible for the post-retirement benefits the employee must:</p>

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			<p>a) be enrolled in the York University Pension Plan;</p> <p>b) provide written notice to Pensions and Benefits that she is retiring and permanently sever her employment relationship with the University in the Unit 2 bargaining unit;</p> <p>c) retire the <del>first of the month</del> <u>within 36 months</u> following the end of her last unit 2 contract; d) elect to receive a monthly pension from the York University Pension Plan.</p> <p>Employees who retire according to the terms of this article shall be accorded a continuation of email privileges, <del>subject to availability.</del></p>	<p>a) be enrolled in the York University Pension Plan;</p> <p>b) provide <u>a minimum of two three month's</u> written notice to Pensions and Benefits that she is retiring and permanently severing her employment relationship with the University in the Unit 2 bargaining unit;</p> <p>c) retire the <del>first of no later than five months</del> following the end of her last unit 2 contract;</p> <p>d) elect to receive a monthly pension from the York University Pension Plan.</p> <p>Employees who retire according to the terms of this article shall be accorded a continuation of email privileges, subject to availability.</p>
14	<p>U3 Letter of Understanding – Graduate Assistant Training</p> <p><i>The Union proposed a new LoU that restructures the fund in major ways; however, the Employer proposed minor changes to the existing LoU.</i></p>	<p><b>NEW:</b> Joint GAT Fund Committee</p>	<p><b>December 22:</b></p> <p><u>(i) The Employer and the Union shall share oversight responsibilities for the Graduate Assistant Training (GAT) Fund through the creation of a joint GAT Fund Committee. The Committee shall consist of an equal number of representatives from both parties to oversee, implement, and administer the Fund. A representative of each party shall be designated as a joint Chair. The Committee shall meet once each semester. The Committee shall also be tasked with establishing a non-competitive equitable process for the distribution of the funds.</u></p> <p><u>(ii) The Employer shall provide the Union with a GAT Fund report once per term (Oct 15; Feb 15; Jun 15) that shall include the following:</u></p> <p><u>(1) all applications to the Fund; (2) all Graduate Assistant postings arising out of awards from the Fund, and; (3) the distribution of funds, including the posting number, the Principal Investigator's name, the Union member's information, and the amount awarded.</u></p> <p><u>(iii) The amount of \$175,000.00 from the Unit 3 GA Bursary Fund will be reallocated to the GAT Fund for every year of the collective agreement (CA). Any unspent</u></p>	<p><b>March 23:</b> Corresponds to Proposal <b>NUMBERS</b></p> <p><i>NOTE: There are four elements to this proposal which the Employer is providing to CUPE 3903 Unit 3; i.e., in order for there to be an agreement on any one element of the package there must be an agreement on all four. The four elements are as follows:</i></p> <ol style="list-style-type: none"> <li><i>1. Revised Letter of Understanding (LOU) – Graduate Assistant Training Fund and Graduate Assistant Assignment Protocol to extend the GAT Fund for the second and third year of the collective agreement (September 1, 2021 to August 31, 2023). See Appendix A below.</i></li> <li><i>2. An amount equivalent to any funds allocated to the GAT Funds for the 2017-20 Collective Agreement that were not spent for the intended purpose of incenting GA positions will be restored to the GAT Fund for future use in accordance with the proposed LOU set out below.</i></li> <li><i>3. CUPE 3903 Unit 3's collective bargaining proposals numbers 10, 11 and 37, of December 14, 2020 will be withdrawn in connection with agreement to the LOU below.</i></li> </ol>

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			<p><u>monies from the GAT Fund will be rolled over into the next year of the CA.</u></p>	<p>4. <i>The CUPE 3903 Unit 3 policy grievance of August 13, 2020 will be withdrawn on a without prejudice and without precedent basis.</i></p> <p>*****</p> <p><b>LETTER OF UNDERSTANDING – GRADUATE ASSISTANT TRAINING FUND AND GRADUATE ASSISTANT ASSIGNMENT PROTOCOL</b></p> <ol style="list-style-type: none"> <li>1. The University will implement a Graduate Assistant Assignment Protocol that will support the incentivization of research at the University and the provision of high-quality training opportunities in research for graduate students.</li> <li>2. In order to provide the amount of funding set out at Paragraph 3 below, in each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023, the amount of \$80,000 will be transferred from the Graduate Assistant Bursary Fund to the Graduate Assistant Training Fund, thus reducing the Graduate Assistant Bursary Fund by \$80,000.</li> <li>3. In each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023 the University will offer a Graduate Assistant Training (“GAT”) Fund that will support the incentivization of research at the University and the provision of high-quality training opportunities in research for graduate students working with a Principal Investigator (“PI”) as part of that PI’s research team. The amount of the GAT Fund in each year will be \$160,000 which will be made up of \$80,000 transferred from the Graduate Assistant Bursary Fund plus an additional \$80,000. Up to 40 individual allocations under this fund will be provided to PIs per contract year with a value of \$4,000 each.</li> <li>4. In order to be provided with GAT Funds a PI must:             <ol style="list-style-type: none"> <li>a. Be in receipt of external research funding;</li> </ol> </li> </ol>

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				<p>b. Commit to hiring a Graduate Assistant in order to have GAT Funds provisionally identified for their use; and</p> <p>c. Have executed a contract for a Graduate Assistant in order to receive the GAT Funds.</p> <p>The University will provide CUPE 3903 Unit 3 with a report on GAT Fund allocations by no later than end of the Fall, Winter and Summer terms commencing with the end of the Fall term 2021.</p> <p>5. The GAT Fund shall be administered by the Faculty of Graduate Studies and the Faculty Relations Office which will be tasked with establishing a non-competitive equitable process for the distribution of the GAT Fund in accordance with the criteria for receiving funds per a and b above. CUPE 3903 will be consulted in the establishment of this process.</p> <p>6. Where a full-time graduate student is hired as a Graduate Assistant using GAT Fund incentive money provided for through this Letter of Understanding this will be deemed to be employment in connection with financial assistance from the University and accordingly the employee will be deemed to be in the CUPE 3903 Unit 3 bargaining unit.</p> <p>7. In each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023 the parties may agree to increase the value of each individual incentive (i.e., above \$4,000) using unspent GAT Funds from previous years, including from the 2017-20 collective agreement.</p> <p>8. This Letter of Understanding shall be placed in the 2020-23 collective agreement booklet and shall form part of the 2020-23 collective agreement. It will expire with the expiration of the 2020-23 collective agreement and shall be removed from the collective agreement booklet for the subsequent renewal collective agreement unless this Letter of Understanding is renewed by the parties.</p>

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15	U3 Letter of Understanding – Graduate Assistant Training	<b>NEW:</b> Matching costs and funding	<p><b><i>December 22:</i></b> (i) <u>The Employer shall cover 85% of the standard benefit rate associated with the hiring of an employee into a Unit 3 position. The Employer shall take steps to ensure that Principal Investigators face no institutional barriers to hiring Graduate Assistants. The Employer shall guarantee that the portion of the standard benefit rate that a Principal Investigator must cover in hiring a Unit 3 GA shall not exceed 15% in any faculty or department.</u></p> <p>(ii) <u>The Employer shall match 50% of the Principal Investigator’s research funding to cover the cost of wages associated with the hiring of an employee into a Unit 3 position.</u></p>	



**TUITION AND FUNDING**

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

**TUITION AND FUNDING**

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			<p>service upon the progress of the student's work was not sufficient to grant the petition to the individual with a copy to the union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status with an additional year in the priority pool and petitions of part-time students which are granted shall be granted for part-time status.</p> <p><u>A member's eligibility for a program extension on the basis of bargaining team service shall not be affected by that member accessing or having accessed other program extension provisions outlined in the collective agreement.</u></p>	
18	U1 Letter of Understanding	<b>NEW:</b> Include Fellowship in Collective Agreement	<p><u><b>December 22:</b> When the minimum guarantee is fulfilled in the form of the York Graduate Fellowship, no additional work or performance of tasks are required to receive the full amount of the York Graduate Fellowship. The York Graduate Fellowship will not be reduced in any amount unless the Unit 1 member has received a scholarship worth at least \$35,000 a year. Additional work, in the form of a TAsip, GAsip, RAsip, work-study program, or internship undertaken by Unit 1 members who qualify for the minimum guarantee, will not erode the amount of the minimum guarantee when it is given in the form of the Fellowship. All additional work performed by Unit 1 members shall count as additional income on top of and in addition to the Fellowship amount given to fulfill the minimum guarantee.</u></p> <p><u>Unit 1 members within the priority pool who receive the York Graduate Fellowship to satisfy the minimum guarantee component of their funding package will be notified of this by the 10th day of the first month of the new semester and they will have the choice to:</u></p> <p><u>1) receive the Fellowship in three equal installments which will be posted directly to their student account by the 30th day of the first month of the new term in order to pay their tuition directly. Unit 1 members who choose to receive the Fellowship in the form of 3 equal installments posted directly to their student account will not be charged interest on tuition; or</u></p>	

**TUITION AND FUNDING**

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			<p><u>2) receive the amount of the Fellowship divided into four equal installments paid over the summer months on the 25th day of each month in order to guarantee a monthly summer income.</u></p> <p><u>Unit 1 members shall choose how they receive the Fellowship as a part of their TAship offer of appointment. Unit 1 members shall be given the choice to indicate how they receive the Fellowship model on an annual basis as a part of their TAship offer of employment to address the changing financial circumstances often faced by precariously employed graduate students.</u></p> <p><u>Unit 1 members who do not indicate how they choose to receive the Fellowship will not be considered to be waiving their minimum guarantee. No member of the bargaining unit will be deemed to have waived their right to the minimum guarantee until a Union representative and the member have signed an agreement with the Employer stating an intention to do so. If the student has failed to indicate how they wish to receive the amount of the fellowship, they will automatically receive the form of the Fellowship as four equal installments over the summer months paid on the 25th day of each month, unless they indicate otherwise to the Faculty of Graduate Studies. The Employer is responsible for communicating to each Unit 1 member the method by which they will receive the Fellowship by the 15th day of the first month of the semester.</u></p>	
19	U1 Letter of Agreement  Point A	Priority pool eligibility to members in year 6	<p><b>December 22:</b> Eligibility criteria are:</p> <ul style="list-style-type: none"> <li>• member of the bargaining unit during the preceding 12-month period, including those on leaves of absence under the collective agreement;</li> <li>• in the Priority Pool;</li> <li>• have applied where appropriate and accepted when offered a teaching assistantship or other work;</li> <li>• <del>must be continuously registered on a full-time basis for the following 12-month period;</del></li> </ul>	

WORKLOAD, PEDAGOGY AND JOB SECURITY				
#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
20	U1 10.02.2 (iii)	<b>NEW:</b> paid voluntary training on job requirements	<b>Reserve</b>	
21	U1 12.07.2 (ii), (iii)	<b>NEW:</b> deadlines for Unit 1 contracts, and penalties	<p><b>March 19:</b></p> <p><u>Each hiring unit shall post its hiring decisions by posting on the hiring unit's CUPE 3903 Bulletin Board the names of the persons offered/appointed to positions.</u></p> <p>[.....]</p> <p><u>(ii) When practicable, offers of appointment, other than course directorships, shall be issued at least four weeks prior to the start of the term in which the appointment is held.</u></p> <p><u>(iii) Where the Employer fails to issue an Offer of Appointment on or before the dates indicated in 12.07.2 (ii), the Employer shall pay a penalty to the Union equivalent to the 10% of the monies remitted late, payable to the Ways and Means Fund for each incident.</u></p>	<p><b>February 16:</b></p> <p>12.06 NOTIFICATION OF APPLICANTS FOR POSITIONS</p> <p>Each hiring unit shall post its hiring decisions by posting on the hiring unit's CUPE 3903 Bulletin Board the names of the persons offered/appointed to positions.</p> <p>[.....]</p> <p><u>(ii) When practicable, offers of appointment, other than course directorships, shall be issued at least four weeks prior to the start of the term in which the appointment is held.</u></p> <p><u>12.07.3 Candidates must confirm their acceptance of an offer of appointment within five calendar days, at which time the offer will expire.</u></p> <p>[.....]</p> <p><b>APPENDIX "B" TA OFFER OF APPOINTMENT:</b> If you accept this offer of appointment, please complete, sign, and return the attached copy of this form to me <u>within five calendar days.</u> <del>(Any delay in responding may delay your first salary payment.)</del></p>
22	U1 16.04.(e) U2 16.04.(e)	Addressing job security, workload and student success	<p><b>December 22:</b> (e) Where the group is in the Faculty of Fine Arts Departments of Music and Dance, and where the principal focus of the course is performance involving movement, dancing, choreography, singing or playing of instruments. <del>It is understood that (e) does not apply when the group is being led by the course director.</del> It is also understood that (e) is not meant to include orchestras, bands or choirs;</p>	

WORKLOAD, PEDAGOGY AND JOB SECURITY				
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23	U1 16.05.1 U2 16.05.1	Addressing job security, workload and student success	<p><b>December 22:</b> With respect to teaching groups in which students are formally enrolled:</p> <p>(i) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of ten hours for each block of three students, or portion thereof, exceeding:</p> <ul style="list-style-type: none"> <li>• Teaching Group (a): <del>twenty-five</del> <u>twenty</u> for a one-hour group, <del>thirty</del> <u>twenty-five</u> for a one-and-one-half hour or two-hour group;</li> <li>• Teaching Group (b): <del>forty</del> <u>thirty-five</u>;</li> </ul> <p>(ii) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of eleven hours for each block of 3 students, or portion thereof, exceeding:</p> <ul style="list-style-type: none"> <li>• First year 9-credit Foundations tutorials (g): <del>twenty-five</del> <u>twenty</u></li> <li>• Second year 9-credit Foundations tutorials (h): <del>twenty-eight</del> <u>twenty-three</u></li> </ul>	
24	U1 16.05.3 (ii) U2 12.16.5	Addressing job security, workload and student success	<p><b>December 22:</b> Effective September 1, 1999, 1000-level Foundations tutorials will have a trigger set at <del>25</del> <u>20</u> and an upper class size limit of <del>28</del> <u>23</u>. 2000-level Foundations tutorials will have a trigger set at <del>28</del> <u>23</u> and an upper class size limit of <del>34</del> <u>26</u>.</p>	
25	U1 16.05.3 (iii) U2 12.16.6	Addressing job security, workload and student success	<p><b>December 22:</b> Normally, the size of 1000-level foundations tutorials shall not exceed <del>25</del> <u>20</u> at the November 1 count, and the size of 2000-level Foundations tutorials shall not exceed <del>28</del> <u>23</u> at the November 1 count.</p>	
26	U2 10.04.1	<b>NEW:</b> Per Hayes award	<b>December 22:</b> <u>Clinical Course Directors</u>	<b>March 8:</b> <u>Clinical Course Director</u>
27	U2 10.04.2	<b>NEW:</b> CCD definition	<b>December 22:</b> <u>“CLINICAL COURSE DIRECTOR” shall be defined as an individual whose primary activity is to provide practical instruction to students in clinical and lab</u>	<b>March 8:</b> <u>“CLINICAL COURSE DIRECTOR” shall be defined as an individual with current registration to practice as a Registered Nurse (RN) and whose primary</u>

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			<u>settings on the application of practical knowledge, where the primary activity is limited to clinical or public health practice, and where the teaching, supervising (direct and indirect), and mentoring of students in the clinical and lab settings, and associated duties, are directly related to the practicum of the students' programs.</u>	<u>role is to provide practical instruction, demonstration of nursing practices, assessment/evaluation, and communication with students. The primary role of a Clinical Course Director (CCD) may also include management or oversight of the teaching and learning environment. CCDs are responsible for implementing course elements, standards, learning outcomes and assessments as determined by the Course Director and the School of Nursing. A CCD's responsibilities are primarily exercised in experiential learning settings – whether at the University or at a remote site - where their students develop, apply, practice, and assimilate skills and information required to meet the qualifications to become an RN, to meet their academic program requirements, and build student confidence and success.</u>
28	U2 10.05.8	<b>NEW:</b> Addressing workload, training and professional development	<b>December 22:</b> <u>If the Employer requires an individual to attend additional orientations, course-specific orientations, professional development, orientations at third party agencies, or train-the-trainer sessions in excess of 16 hours or 24 hours as limited by the provision above, they shall be paid at the marker/grader rate.</u>	NO
29	U2 11.01.3	Eliminating the Proof of Practice requirement	<b>December 22:</b> <u>The qualifications posted for all positions in the bargaining unit must be reasonable and demonstrably relevant to the posted position, including in cases where tutor positions are posted in Unit 1 and Unit 2. In the Department of Nursing, qualifications <del>set with respect to proof of practice</del> will be reasonably connected to the duties of the position. <u>The Employer shall not require employees to furnish letters from third party agencies providing proof of practice.</u></u>	<b>March 8:</b> <u>The qualifications posted for all positions in the bargaining unit must be reasonable and demonstrably relevant to the posted position, including in cases where tutor positions are posted in Unit 1 and Unit 2. In the Department of Nursing, qualifications set with respect to <del>proof of current</del> practice will be reasonably connected to the duties of the position.</u>  12.02 APPLICATIONS  12.02.1 (i) <u>All applicants for positions must apply directly and in writing, providing an updated application (specific or general, see Appendix F) and current curriculum vitae, unless a current curriculum vitae is already on file, to each of the hiring units in which she seeks employment. In the School of Nursing, applicants will be responsible for highlighting in a separate section of their current curriculum vitae any required current practice qualifications. A general application shall be submitted between 15 November and 31 January, and shall apply to</u>

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				<p>all positions in the hiring unit for all academic sessions that commence during the twelve months following 31 January. The employer agrees to notify all employees of the dates for submitting general applications. The employer undertakes that no appointments shall be made prior to 31 January. Any applications submitted outside of these dates shall be specific to a particular position(s).</p> <p>*****</p> <p><b>Note:</b> Consistent with, but not as part of the above proposal, starting with the 2021-22 posting exercises the School of Nursing would revise its postings for Clinical Course Director positions to substitute the current phrasing regarding Proof of Practice with new phrasing regarding the documentation of any required current practice qualifications. That phrasing would read as follows:</p> <p>Current practice, defined as 144 hrs worked in [type of care setting, e.g., acute pediatric care setting] over the last 12 months prior to the submission of this application. Applicants are required to highlight this required current practice qualification in a separate section of their current CV submitted with their application. This information will include:</p> <ul style="list-style-type: none"> <li>• the type of work (i.e., specific nature of the clinical practice)</li> <li>• the location(s) where it was performed</li> <li>• the number of hours completed.</li> </ul>
30	U2 11.13	Penalty for late offers of appointment	<p><b>December 22:</b> Subject to the limitations arising out of the confirmation of a practicum arrangement with a third party, placement confirmations for clinical course directors (CCDs) in the School of Nursing shall be posted at least <del>two</del> <u>eight</u> weeks in advance of the <u>contract</u> start date.</p> <p><u>If the Employer posts a confirmation less than four weeks in advance of the contract start date, the Employer shall pay to the appointed CCD a penalty of 10% of the CCD's salary for that academic session pursuant to the contract(s) and the collective agreement.</u></p>	<b>NO</b>

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31	U2 12.01	<p><b>NEW:</b> Continuing Appointment Program (CAP) – improving CSSP (job security for mid seniority members)</p>	<p><b>March 13:</b></p> <p>1. <u>Eligibility</u> Individuals who, as of the date of their application, meet the following minimum service-based criteria are eligible for a Continuing Appointment:</p> <p><u>Minimum Service-Based Eligibility Criteria</u></p> <ul style="list-style-type: none"> <li>i. <u>5 years of service in the bargaining unit (3 years for members of Employment Equity groups)</u></li> <li>ii. <u>Average annual minimum teaching intensity of 1 Type 1 or equivalent assignments (0.5 Type 1 or equivalent for equity seeking groups)</u></li> <li>iii. <u>Not currently holding an LSTA.</u></li> </ul> <p>2. <u>Appointment Process</u></p> <ul style="list-style-type: none"> <li>i. <u>All hiring units that employ CUPE3903 members as per Article 3.01.1 that are eligible for the CAP as per the above eligibility criteria must participate in the CAP.</u></li> <li>ii. <u>A list of eligible employees shall be produced by the Employer by October 1st of each year, with the appointment beginning the following September 1. The Employer will notify each eligible member of their membership in the pool.</u></li> <li>iii. <u>On or before each November 1st, eligible employees shall, for each applicable hiring unit, submit an updated curriculum vitae. Members shall provide notice of intent to not participate in the program, if they are choosing to opt out.</u></li> <li>iv. <u>By no later than July 1 for the following Fall, Winter, and Summer terms, Continuing Appointments will be assigned to all eligible members, and contracts shall be issued.</u></li> </ul> <p>3. <u>Terms of Continuing Appointment</u></p> <ul style="list-style-type: none"> <li>i. <u>Continuing Appointments will be automatically awarded to those who meet the eligibility requirements above should the member wish to avail themselves of the opportunity.</u></li> </ul>	<p><b>February 20:</b></p> <p>1. <u>Eligibility</u> Individuals who, as of the date of their application, meet the following minimum service-based criteria are eligible to apply for a Continuing Appointment:</p> <p><u>Minimum Service-Based Eligibility Criteria</u></p> <ul style="list-style-type: none"> <li>a. <u>7 years of service in the bargaining unit</u></li> <li>b. <u>17.5 Type 1 or equivalent assignments in the bargaining unit over the past 7 years</u></li> <li>c. <u>1 Type 1 (course director) assignment in the bargaining unit in each of 6 of the last 7 years</u></li> </ul> <p>2. <u>Terms of the Continuing Appointment</u></p> <ul style="list-style-type: none"> <li>a. <u>A continuing appointment may be held in one or two academic units. Continuing appointments carry the commitment of a minimum annual number of teaching assignments based on the applicant's average number of teaching assignments over the 7-year qualifying period for teaching intensity as follows:</u></li> </ul> <table border="1" data-bbox="1354 906 1942 1068"> <thead> <tr> <th>Average number of assignments</th> <th>Teaching Assignment Commitment (Number of Type 1 assignments)</th> </tr> </thead> <tbody> <tr> <td align="center">2.5 – 2.9</td> <td align="center">2.5</td> </tr> <tr> <td align="center">3.0 or higher</td> <td align="center">3.0</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>b. <u>Teaching assignments made expressly to meet the teaching assignment commitment will not be posted.</u></li> <li>c. <u>Continuing Appointment Instructors (CAIs) may apply for and receive teaching assignments in addition to those making up their teaching assignment commitment through the collective agreement posting and appointment processes subject to the caps in Article 12.04.</u></li> <li>d. <u>CAIs who were in the CSSP pool prior to their appointment as a CAI do not retain their CSSP</u></li> </ul>	Average number of assignments	Teaching Assignment Commitment (Number of Type 1 assignments)	2.5 – 2.9	2.5	3.0 or higher	3.0
Average number of assignments	Teaching Assignment Commitment (Number of Type 1 assignments)									
2.5 – 2.9	2.5									
3.0 or higher	3.0									



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			<ul style="list-style-type: none"> <li>ii. <u>The CAP will consist of contract assignments comprising no less than 3 Type 1 or equivalent positions per contract year, to be assigned by the Employer.</u></li> <li>iii. <u>If a member rejects an assignment offered as part of their CAP guarantee, they continue to retain their membership status in the CAP pool. If the member wants to maintain their 3 FCE course load, the Employer will offer an alternate FCE for the member.</u></li> <li>iv. <u>Following the conclusion of the CAP exercise, assignments which were not accepted will be posted during the common posting periods, together with other assignments not included in the CAP exercise.</u></li> <li>v. <u>In assigning teaching positions, assignments will first consist of courses in which the employee has incumbency or, where the employee meets the qualifications, and has held the courses 2 out of the last 4 times they were posted in Unit 2.</u></li> <li>vi. <u>Employees holding a Continuing Appointment may, through applications for additional contracts, teach up to the applicable cap in each year of the CAP.</u></li> <li>vii. <u>Continuing Appointments may be cross appointed between and/or among two or more hiring units. Hiring units may wish to discuss with cognate/sibling units, intra- or inter Faculty, their needs and priorities and how they are currently met by the eligible employee.</u></li> <li>viii. <u>CAP Guarantee: Employees who meet the eligibility criteria for the CAP shall maintain this status in subsequent years until such time as they provide notice that they elect to withdraw from the Program, as per the Appointment Process</u></li> <li>ix. <u>On or before July 31, the University will advise the Union of the names of the persons who have a Continuing Appointment and the employment equity status of the CAP members.</u></li> </ul>	<p><u>status during their CAI appointment. However, a CAI is entitled to apply for assignments posted through the CSSP according to the application process and deadline set out in Article 12.01 (Continuing Sessional Standing Program).</u></p> <ul style="list-style-type: none"> <li>e. <u>A continuing appointment does not have a fixed term but may end through voluntary resignation, retirement, insufficient work to meet teaching assignment commitment or documented performance concerns (please see Review of Teaching).</u></li> </ul> <p><u>Teaching assignments</u></p> <p><u>Teaching assignments will first consist of positions (for) which:</u></p> <ul style="list-style-type: none"> <li>a. <u>the CAI has incumbency;</u></li> <li>b. <u>the CAI has taught two of the last four times they were posted in CUPE 3903 Unit 2 and for which the CAI is qualified; and</u></li> <li>c. <u>would otherwise be posted in the bargaining unit for the first time and for which the CAI is qualified.</u></li> </ul> <p><u>Continuing Appointments in two academic units</u></p> <p><u>As a general guideline, it is expected that a CAI's teaching assignments will be distributed between the two academic units proportionate to their average number of assignments in the two units over the seven-year qualifying period. (Please see Application Process below.)</u></p> <p><u>Two or more CAIs in the same academic unit Where there are two or more CAIs in the same academic unit who are qualified candidates for the same assignment(s), the teaching assignment commitment of a CAI who has self-identified as a member of one or more Equity Groups will be met first. Where there are two or more CAIs in this circumstance who have self-identified as a member of one or more Equity Groups, the more senior CAI (i.e., the CAI with more Applicable Prior Experience of "A.P.E.") will have their teaching assignment commitment met first. Should two or more CAIs in this circumstance have equal</u></p>

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				<p><u>A.P.E., the Long Service Override Provisions in Articles 12.03.1 and 12.03.2 will apply.</u></p> <p>3. <u>Applications</u></p> <p>a. <u>Individuals who meet the minimum service-based eligibility requirements may apply to the academic unit(s) in which they wish to hold a continuing appointment.</u></p> <p>b. <u>To be eligible for consideration to hold a continuing appointment in a single academic unit, the applicant is expected to have met the minimum service based eligibility criteria in the unit of application. Where an applicant is seeking a joint appointment in two academic units, the applicant must have taught a minimum of 1 Type 1 assignment in each unit in 6 of 7 years making up the qualifying period.</u></p> <p>c. <u>Applications must be submitted by November 1 for continuing appointments commencing the next September 1.</u></p> <p>d. <u>Continuing Appointments will be awarded based on the academic unit or units' short-term and longer-term teaching needs and the quality of the applicant's teaching. Applications will include an updated CV and a statement of the candidate's approach to teaching and learning. Candidates are encouraged to submit additional information they believe will assist with the assessment of the quality of their teaching, including experience with different course formats, modes of delivery and pedagogies, examples of innovative practices or course design.</u></p> <p>e. <u>Academic units will make recommendations to the Dean or Principal, or their designate, who will make final appointment decisions</u></p> <p>f. <u>Applicants who are not awarded a continuing appointment may reapply after a period of 24 months following their previous application.</u></p> <p>4. <u>Review of Teaching</u></p> <p>a. <u>By no later than the end of the third year of a continuing appointment and once every three</u></p>

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				<p><u>years thereafter, a CAI will have their teaching reviewed by a fulltime faculty member in the academic unit(s). Such review will include the CAI's performance in the various duties and responsibilities of the teaching assignments, including teaching performance, course syllabuses and teaching and assessment materials. A report of the review will be provided to the CAI in writing and will be placed in the CAI's professional performance and service file held in the academic unit.</u></p> <p>b. <u>The report may recommend areas for improvement and strategies and/or professional development to assist in addressing them and/or may recommend a formal evaluation pursuant to Article 13.02.1. For the purpose of such a formal evaluation arising from a recommendation of the report, the hiring unit will consult with the employee in the selection of the evaluator.</u></p> <p>5. <u>Insufficient Work to meet teaching assignment commitment and end of continuing appointment</u></p> <p><u>As early as possible but by no later than September 1, an academic unit may give notice to a CAI that it has insufficient work to meet the teaching assignment commitment for the upcoming contract year (September to August). Reasons for a shortfall in courses to meet the teaching assignment commitment may include changes in the curriculum, course offering decisions based on program need and/or student demand, or assignment of courses to employees outside the bargaining unit that the CAI would otherwise be eligible to teach.</u></p> <p><u><i>First-time Notice of inability to meet the teaching assignment commitment</i></u></p> <p><u>If the CAI's teaching assignment commitment is not met by May 1 following the first instance of such notice, the CAI will have two options:</u></p>

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				<p><u>Option 1</u>  <u>The CAI may choose to continue in the appointment. In this circumstance, the CAI will be eligible for partial payment for any shortfall between the teaching assignment commitment and the total number of assignments the CAI received that year, including through the CSSP and other posting and appointment processes.</u></p> <p><u>The rate for partial payment is an amount equivalent to 1/10 the course director rate for each Type 1 equivalent (prorated for less than a Type 1 equivalent) less than the total number of teaching assignments the CAI received.</u></p> <p><u>Option 2</u>  <u>The CAI may voluntarily resign from the continuing appointment at the end of the contract year (August 31) and, at the time of resignation, receive:</u></p> <ul style="list-style-type: none"> <li data-bbox="1339 711 1999 860">i. <u>partial payment at 1/10 the course director rate for the shortfall between the teaching assignment commitment and the total number of assignments awarded to the CAI toward the teaching assignment commitment; and,</u></li> <li data-bbox="1339 863 1948 922">ii. <u>a payment according and subject to the terms described below.</u></li> </ul> <p><u>Second-time notice of inability to meet the teaching assignment commitment</u></p> <p><u>If, in a second year, a CAI's academic unit(s) gives notice of an insufficient work to meet the teaching assignment commitment and does not meet the teaching assignment commitment by the following May 1, the CAI will have two options:</u></p> <p><u>Option 1</u>  <u>The CAI may choose to continue in the appointment. In this circumstance, the CAI will be eligible for partial payment for any shortfall between the teaching assignment commitment and the total number of assignments the CAI received that year, including through the CSSP and other posting and appointment processes.</u></p>

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				<p><u>The rate for partial payment is an amount equivalent to 1/10 the course director rate for each Type 1 equivalent (prorated for less than a Type 1 equivalent) less than the total number of teaching assignments the CAI received.</u></p> <p><u>Option 2</u>  <u>The CAI may voluntarily resign from the continuing appointment at the end of the contract year (August 31) and, at the time of resignation, receive:</u></p> <ul style="list-style-type: none"> <li><u>i. partial payment at 1/10 the course director rate for the shortfall between the teaching assignment commitment and the total number of assignments awarded to the CAI toward the teaching assignment commitment; and</u></li> <li><u>ii. a payment according and subject to the terms described below.</u></li> </ul> <p><u>Third-time Notice of inability to meet the teaching assignment commitment</u></p> <p><u>Where a CAI's academic unit(s) provides notice of insufficient work to meet the teaching assignment commitment and does not meet the teaching assignment commitment by the following May 1 in a third year, the CAI's continuing appointment will conclude at the end of the contract year. The CAI will receive payment at the conclusion of the continuing appointment according and subject to the terms described below.</u></p> <p><u>6. Payment for Cessation of a Continuing Appointment</u></p> <p><u>Cessation of a continuing appointment by voluntary resignation or a mandatory conclusion will result in a payment to the CAI, provided that the CAI has not been awarded a full-time position at the University outside of the bargaining unit as of the date of resignation or mandatory conclusion, as follows:</u></p> <ul style="list-style-type: none"> <li><u>i. 2/35 of the prevailing CD rate at the conclusion of the continuing appointment i. for each qualifying</u></li> </ul>

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				<p><u>year in which the CAI taught a minimum of 1 Type 1 (6 or 7 years) and</u></p> <p>ii. <u>for each year the CAI held a continuing appointment to a maximum amount equivalent of the value of 2.0 CDs.</u></p> <p><u>A CAI who receives a payment on the conclusion of their continuing appointment as described above will not be eligible to apply for another continuing appointment in the same academic unit(s). Further, they will not be eligible to apply for another continuing appointment in a different academic unit for three years following the end of the continuing appointment, and their total APE will be reduced by the APE they accumulated during qualifying period and the continuing appointment.</u></p> <p><i><u>Electing to resign or retire from the University</u></i></p> <p><u>Provided that the CAI meets the teaching experience criteria set out in Letter of Understanding: Severance (“the Letter of Intent”), a CAI receiving payment on the conclusion of their continuing appointment as described above may also sever their employment relationship with the University and receive severance according to the Letter of Intent. In this circumstance, the total payment will be according to the formula in the Letter of Intent plus an additional payment at 2/35 the prevailing CD rate for each year of the continuing appointment. This option must be elected at the conclusion of the continuing appointment. Otherwise, the years of service for the qualifying period and the period of the continuing appointment will not be counted in the calculation of severance according to the Letter of Understanding: Severance. As an illustration of this option, a CAI who chooses to sever their employment relationship with the University on the conclusion of their continuing appointment and has completed 6 years in the continuing appointment will be eligible for payment in an amount determined by the formula in the Letter of Intent and, additionally, 12/35 of the CD rate in recognition of the length of the continuing appointment.</u></p>

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32	U2 12.24	<b>NEW:</b> Addressing workload issues and student success	<b>December 22:</b> <u>Where an employee is required to conduct a make-up exam, attend a make-up practicum day, work an additional day, or attend an orientation, they shall be compensated at the marker/grader rate for each hour worked. This will not apply to the clinical course directors.</u>	
33	U2 15.03.1	<b>NEW</b>	<b>December 22:</b> Such authorized replacement is intended to fill short-term emergency staffing needs normally not exceeding one month during the fall/winter session or an equivalent period during any other session. <u>Requests for authorization shall not be unreasonably denied.</u>  <u>In the Department of Nursing, employees will be permitted to serve as authorized replacements for preceptored courses when colleagues are unavailable.</u>	
34	U2 16.03.1	<b>NEW:</b> Workload issues, class size, and student success	<b>December 22:</b> <u>A Clinical Course Director responsible for direct supervision shall have a clinical group size limit of 6 students.</u>  <u>A clinical course director responsible for indirect supervision shall have a clinical group size limit of 14 students, or 12 IEN students, or 8 students in a community clinical grouping.</u>	
35	U2 16.03.1 (a)	<b>NEW:</b> Workload issues, class size, and student success	<b>December 22:</b> <u>The School of Nursing is not permitted to enrol students above those class size limits without the permission of the clinical course director. The clinical course director shall be compensated an extra \$1000 per additional student, per contract.</u>	
36	U2 24.02.1	LSTAs – job security	<b>December 22:</b>  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	

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			times it was offered. Effective September 1, 2014 compensation for these 3 or 3.5 full course equivalents will be the current applicable rate for the position plus an amount equivalent in value to 1/8th the rate of a type 1 position per full course equivalent. <u>The Employer shall issue a notice stating the name and the courses assigned for each semester and shall post the notice on: <a href="https://cupejobs.uit.yorku.ca/#">https://cupejobs.uit.yorku.ca/#</a></u>	
37	TBD	<b>NEW:</b> Transitional Continuing Appointments (TCA): Formerly “Albertyn Appointments” - Job security and retirement plan for high seniority and long serving members	<p><b>March 27:</b></p> <p>1. <u>Eligibility</u></p> <p><u>This is an ongoing program for individuals who, as of the date of their application, have at a minimum:</u></p> <ul style="list-style-type: none"> <li>• <u>20 years of service in the bargaining unit (15 years for Equity seeking groups);</u></li> <li>• <u>37.5 Type 1 or equivalent assignments in the bargaining unit (30 Type 1 or equivalent assignments in the bargaining unit for equity seeking groups)</u></li> <li>• <u>Those who previously received severance under the Letter of Understanding: Severance will have that prior payment deducted from any severance entitlement herein.</u></li> <li>• <u>Experience gained as a full-time faculty member at York University or experience otherwise gained outside the bargaining unit at York University shall be counted as Bargaining unit experience for this program. YUFA retirees are not eligible.</u></li> </ul> <p>2. <u>Terms of Transitional Continuing Appointment</u></p> <p><u>A transitional continuing appointment (TCA) provides either a two-, three-, four- or five-year transition to retirement and severance of employment from the University. The TCA has an annual teaching assignment commitment which for a:</u></p> <p>a. <u>Two-year TCA decreases a teaching assignment commitment in the first and second year, following which the TCA holder retires and receives severance according to s.4 (Severance) below.</u></p>	<p><b>March 14:</b></p> <p>1. <u>Eligibility</u></p> <p><u>This is a time-limited program for applicants who, as of the date of their application, have at a minimum:</u></p> <p>a. <u>20 years of service in the bargaining unit, except for applicants who self-identify as a member of one or more Equity Groups, in which case the eligibility is 15 years of service in the bargaining unit.</u></p> <p>b. <u>37.5 Type 1 or equivalent assignments in the bargaining unit over the past 15 years, except for applicants who self-identify as a member of one or more Equity Groups, in which case the eligibility is 20 Type 1 or equivalent assignments in the bargaining unit over the last 10 years.</u></p> <p><u>Further, to be eligible for the severance portion at s.4 of this Letter of Understanding, an applicant may not have previously received or additionally receive (including per the Letter of Understanding: Severance) any other form of severance or retirement or resignation incentive or payment from York University.</u></p> <p>2. <u>Terms of the Transitional Continuing Appointment</u></p> <p><u>A transitional continuing appointment (TCA) provides either a two-year or three-year transition to retirement and severance of employment from the University. The TCA has an annual teaching assignment commitment which for a:</u></p> <p>a. <u>Two-year TCA decreases a teaching assignment commitment in the first and second year, following</u></p>



**WORKLOAD, PEDAGOGY AND JOB SECURITY**

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			<p>b. <u>Three-year TCA decreases a teaching assignment commitment in the second and third year, following which the TCA holder retires and receives severance according to s.4 (Severance) below.</u></p> <p>c. <u>Four-year TCA decreases a teaching assignment commitment in the third and fourth year, following which the TCA holder retires and receives severance according to s.4 (Severance) below.</u></p> <p>d. <u>Five-year TCA decreases teaching assignment commitment in the fourth and fifth year, following which the TCA holder retires and receives severance according to s.4 (Severance) below.</u></p> <p><u>TCA holders shall not apply for nor be appointed to any other course in the CUPE 3903 Unit 2 bargaining unit during the period of the TCA.</u></p> <p><u>The initial teaching assignment commitment is based on the applicant's average number of teaching assignments during the previous 5 contract years:</u></p> <table border="1" data-bbox="598 787 1260 1226"> <thead> <tr> <th>Average # of Type 1 or Equivalent assignment</th> <th>Teaching Assgn Commitment (# of Type 1 or Equi assgn)</th> </tr> </thead> <tbody> <tr><td>0.5-1.49</td><td>1.0</td></tr> <tr><td>1.5-1.90</td><td>1.5</td></tr> <tr><td>2.0-2.49</td><td>2.0</td></tr> <tr><td>2.5-2.9</td><td>2.5</td></tr> <tr><td>3.0-3.49</td><td>3.0</td></tr> <tr><td>3.5-3.9</td><td>3.5</td></tr> <tr><td>4.0-4.49</td><td>4.0</td></tr> <tr><td>4.5-4.9</td><td>4.5</td></tr> <tr><td>5.0 above</td><td>5.0</td></tr> </tbody> </table> <p><u>In each year of the program, the TCA holder will be remunerated based on the initial teaching assignment commitment.</u></p>	Average # of Type 1 or Equivalent assignment	Teaching Assgn Commitment (# of Type 1 or Equi assgn)	0.5-1.49	1.0	1.5-1.90	1.5	2.0-2.49	2.0	2.5-2.9	2.5	3.0-3.49	3.0	3.5-3.9	3.5	4.0-4.49	4.0	4.5-4.9	4.5	5.0 above	5.0	<p><u>which the TCA holder retires and receives severance according to s.4 (Severance) below; or</u></p> <p>b. <u>Three-year TCA decreases a teaching assignment commitment in the second and third year, following which, the TCA holder retires and receives severance according to s.4 (Severance) below.</u></p> <p><u>The initial teaching assignment commitment is based on the applicant's average number of teaching assignments during the 15-year qualifying period:</u></p> <table border="1" data-bbox="1333 462 1953 690"> <thead> <tr> <th>Average number of Type 1 or Equivalent assignments</th> <th>Teaching Assignment Commitment (Number of Type 1 or Equivalent assignments)</th> </tr> </thead> <tbody> <tr><td>2.0 – 2.4</td><td>2.0</td></tr> <tr><td>2.5 – 2.9</td><td>2.5</td></tr> <tr><td>3.0 or higher</td><td>3.0</td></tr> </tbody> </table> <p><u>In each year of either a two-year or three-year TCA, the TCA holder will be renumerated based on the initial teaching assignment commitment.</u></p> <p><b><u>For a Two -year TCA:</u></b></p> <p><u>The TCA will be assigned teaching as follows for each of the two years:</u></p> <table border="1" data-bbox="1312 933 1984 1193"> <thead> <tr> <th>Teaching Assgn. Commitment (# of Type 1 or Equi assgn)</th> <th>Year 1 Assigned teaching</th> <th>Year 2 Assigned teaching</th> </tr> </thead> <tbody> <tr><td>2.0</td><td>1.5</td><td>1.0</td></tr> <tr><td>2.5</td><td>2.0</td><td>1.5</td></tr> <tr><td>3.0</td><td>2.5</td><td>2.0</td></tr> </tbody> </table>	Average number of Type 1 or Equivalent assignments	Teaching Assignment Commitment (Number of Type 1 or Equivalent assignments)	2.0 – 2.4	2.0	2.5 – 2.9	2.5	3.0 or higher	3.0	Teaching Assgn. Commitment (# of Type 1 or Equi assgn)	Year 1 Assigned teaching	Year 2 Assigned teaching	2.0	1.5	1.0	2.5	2.0	1.5	3.0	2.5	2.0
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			<b><u>For a Four-year TCA:</u></b> The TCA will be assigned teaching as follows for each of the four years:					<u>TCA's will be awarded based on the academic unit or units' ability to meet its or their teaching assignment commitment to the TCA holder over the two-year or three-year term. Applicants will submit an updated CV, which shall include a list of courses taught in the previous 5 contract years and may submit additional information such as experience with different course formats, modes of delivery and pedagogies, examples of innovative practices or course design, or syllabi to assist the unit(s) in determining appropriate teaching assignments.</u>  <u>Academic units will make recommendations on the application(s) to the Dean or Principal, or designate, who will make final appointment decisions. No application will be unreasonably denied.</u>  <u>Applicants who are offered and accept a TCA are, at the time of accepting the offer, required to provide irrevocable notice of intent to sever their employment relationship with the University effective the September 1st immediately following the conclusion of their TCA.</u>	
			Teaching Assg Commitment (# of Type 1 or Equi Assg)	Year 1 Assg teaching	Year 2 Assg teaching	Year 3 Assg teaching	Year 4 Assg teaching		
			1.0	1.0	1.0	0.5	0.5		
			1.5	1.5	1.5	1.0	0.5		
			2.0	2.0	2.0	1.5	1.0		
			2.5	2.5	2.5	2.0	1.5		
			3.0	3.0	3.0	2.5	2.0		
			3.5	3.5	3.5	3.0	2.5		
			4.0	4.0	4.0	3.5	3.0		
			4.5	4.5	4.5	4.0	3.5		
			5.0	5.0	5.0	4.5	4.0		
			<b><u>For a Five-year TCA:</u></b> The TCA will be assigned teaching as follows for each of the five years:					<b>4. <u>Severance</u></b>  <u>Severance upon the conclusion of a TCA will consist of the following:</u> <ol style="list-style-type: none"> <li>i. <u>15/35 of the prevailing CD rate at the conclusion of the TCA; plus</u></li> <li>ii. <u>3/35 of the grid rate in the severance year for the position of course director for each year of service in which the employee held at least one Type 1 or equivalent position in the bargaining unit.</u></li> </ol> <u>For example, an individual who has completed a TCA and has 20 years of service would receive a total severance equivalent in value to 15/35 + 60/35 for a total of 75/35 at the prevailing CD rate (\$XXX according to the 2021-22 CD rate).</u>	
			Teaching Assg Commitment (# of Type 1 or Equi Assg)	Year 1 Assg teaching	Year 2 Assg teaching	Year 3 Assg teaching	Year 4 Assg teaching		Year 5 Assg teaching
			1.0	1.0	1.0	1.0	0.5		0.5
			1.5	1.5	1.5	1.5	0.5		0.5
			2.0	2.0	2.0	2.0	1.5		1.0
			2.5	2.5	2.5	2.5	2.0		1.5
			3.0	3.0	3.0	3.0	2.5		2.0
			3.5	3.5	3.5	3.5	3.0		2.5
			4.0	4.0	4.0	4.0	3.5		3.0
			4.5	4.5	4.5	4.5	4.0		3.5
			5.0	5.0	5.0	5.0	4.5	4.0	

		<ul style="list-style-type: none"> <li>• <u>The Employer shall provide members with the opportunity to request preferred course and shall make best efforts to assign members to their preferred courses, provided no other hiring provisions in this collective agreement would be violated.</u></li> <li>• <u>The Employer shall have sole discretion in the assignment of the teaching positions based on the teaching needs of the Faculty or hiring unit(s). Except where necessary to meet accommodation needs the final decision on course assignment shall rest with the Employer.</u></li> <li>• <u>For purposes of the pension plan, where income is received that is minimum of 3.5 FCE, then the member will be credited for a full year of service, regardless of reduced teaching load.</u></li> </ul> <p><u>The TCA may be cross appointed between and/or among two or more hiring units or Faculties. The hiring unit or Faculty shall be noted in the offer.</u></p> <p>3. <u>Applications</u></p> <ul style="list-style-type: none"> <li>• <u>The Employer will provide notice to all eligible members by September 30 each year.</u></li> <li>• <u>Members who meet the minimum service-based eligibility requirements and elect to obtain a TCA will notify the Office of the Vice-President Academic by submitting an application on November 1 for an appointment starting on September 1 of the following year.</u></li> <li>• <u>The application will state the TCA year option.</u></li> <li>• <u>The application will suffice for the duration of the appointment</u></li> </ul> <p>4. <u>Severance</u></p> <p><u>Applicants who are offered and accept a TCA are, at the time of accepting the offer, deemed to irrevocably give notice of intent to sever their employment relationship with the University effective the September 1<sup>st</sup> immediately following the conclusion of their TCA.</u></p>	
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			<p><u>Severance upon the conclusion of a TCA will consist of the following:</u></p> <ul style="list-style-type: none"> <li>i. <u>17/35ths of the prevailing CD rate at the conclusion of the TCA; plus</u></li> <li>ii. <u>6/35ths for 5-year TCA</u> <u>7/35ths for 4-year TCA</u> <u>8/35ths for 3-year TCA</u> <u>9/35ths for 2-year TCA</u></li> </ul> <p><u>of the grid rate in the severance year for the position of course director for each year of service in which the employee held at least one Type 1 or equivalent position in the bargaining unit.</u></p> <p><u>For example,</u></p> <ul style="list-style-type: none"> <li>i. <u>Based on the CD rate of \$18,000, 17/35ths = \$9,000</u></li> <li>ii. <u>Based on the CD rate of \$18,000, 6/35ths multiplied by years of service (20 years in this case) becomes 120/35ths = \$61,000</u></li> </ul> <p><u>The total severance for a 5-year TCA would then be the amount in (i) of \$9,000 plus the amount in (ii) of \$61,000, for a total of \$70,000.</u></p>	
38	U3 Letter of Understanding	<b>NEW:</b> Proper job classification for graduate assistants	<p><b><i>December 22:</i></b></p> <p><u>(i) In recognition of the continuing difficulties ascertaining who falls within the scope of the bargaining unit, the parties agree that, before Research Assistant funds are released to a full-time graduate student, the Faculty of Graduate Studies must review the Research Assistantship for the following criteria:</u></p> <ul style="list-style-type: none"> <li>i. <u>Set work hours/hourly pay</u></li> <li>ii. <u>Direct supervision that is not directly tied to a dissertation, thesis, or MRP project</u></li> <li>iii. <u>Clerical or administrative work</u></li> <li>iv. <u>Tasks in aid of a supervisor's research</u></li> </ul>	

		<p>v. <u>Research that will be published under someone else's name</u></p> <p>vi. <u>Work that aids in the development of the faculty or department's curriculum, policies, regulations and/or academic development</u></p> <p>vii. <u>Work in support of a research centre</u></p> <p><u>If the Research Assistant position meets any of criteria above, it must be reclassified as a Graduate Assistantship.</u></p> <p><u>The Faculty of Graduate Studies is required to provide a report each term to the Union summarizing the results of the foregoing criteria review of RAships.</u></p> <p><u>(ii) For every Research Assistant position that is successfully converted to a GAship, the Employer shall pay a penalty of \$5000 to the Union's Ways and Means fund.</u></p>	
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**EQUITY**

#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
39	U1 5.03 U2 5.03 U3 5.03	Data collection with an eye on equity, and equity hiring	<p><b>March 14:</b></p> <p>5.03 The Union and the Employer agree to maintain an Employment Equity Committee to meet within one month of the signing of the 2002-2005 collective agreement.</p> <p>The Employment Equity Committee will have access to the non- confidential findings of a census of all members of the bargaining units and graduate students at York University to be conducted by the Employment Equity Office following the ratification of the 2002-2005 collective agreement. The Employment Equity Committee may ask the Institute for Social Research to do specific analyses of data collected in connection with the Employment Equity survey. The employer shall not unreasonably deny the Employment Equity Committee's recommendation for funds to conduct the survey(s).</p> <p>Effective on ratification of the renewal collective agreement the Employment Equity Committee will have access to the non-confidential findings of regular surveys of all members of the bargaining units undertaken for the purposes of the Federal Contractor's Program. <u>This data will be updated up to November 1 and shared with the Union on December 1 of each year.</u></p> <p>There are two types of surveys, regular and comprehensive. The first comprehensive surveys will be completed by the end of March 2009. The regular surveys are done on a monthly basis for new hires. The first regular surveys will be carried out in June 2009. The content will include designated employment equity group voluntary self- identification. This information will be correlated with information about salaries, terminations and promotions for purposes of reporting.</p> <p>Effective on ratification of the renewal collective agreement, a provision for voluntary self-identification will be added to the unit 2 blanket applications. <u>This data will be used to implement Articles 12.03.2, 23 and 24. This data will be updated up to November 1 and shared with the Union on December 1 of each year.</u></p>	<p><b>March 27:</b></p> <p>5.03.1 Employment Equity Committee</p> <p>(a) The Union and the Employer agree to maintain an Employment Equity Committee, <del>to meet within one month of the signing of the 2002-2005 collective agreement.</del> <u>which will consist of three representatives of each party. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee.</u></p> <p>(b) The Employment Equity Committee will have access to the non-confidential findings of a census of all members of the bargaining units and graduate students at York University to be conducted by the Employment Equity Office following the ratification of the 2002-2005 collective agreement. <del>The Employment Equity Committee may ask the Institute for Social Research to do specific analyses of data collected in connection with the Employment Equity survey. The Employer shall not unreasonably deny the Employment Equity Committee's recommendation for funds to conduct the survey(s).</del> regular self-identification surveys of all members of the bargaining units <u>combined with Applicant Self-Identification Data defined in Article 5.05.3.3(e) below. The Employer will provide the Union with an annual report of this data, updated as of November 1, by December 1 of each year.</u></p> <p><del>Effective on ratification of the renewal collective agreement the Employment Equity Committee will have access to the non-confidential findings of regular surveys of all members of the bargaining units undertaken for the purposes of the Federal Contractor's Program.</del></p> <p><del>There are two types of surveys, regular and comprehensive. The first comprehensive surveys will be completed by the end of March 2009. The regular surveys</del></p>

**EQUITY**

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			<p>The Committee's mandate will further include setting goals and timetables for the elimination of discriminatory practices and systemic barriers to equal opportunity. Issues to be addressed will include: recruitment of employees, selection procedures, job postings, Employer required and provided training, salaries and benefits, and working conditions (including accommodation for persons with disabilities).</p> <p>Within 12 months of the ratification of the renewal collective agreement, qualitative research on departmental hiring practices in relation to recruitment of employees, selection procedures, job postings, employer required and provided training, salaries and benefits, and working conditions will be completed by the Employment Equity Committee.</p> <p>The Employment Equity Committee shall, within twelve months of first meeting after the ratification of the renewal collective agreement, develop an Employment Equity Plan consistent with the Federal Contractors Program for approval by the Parties. This plan will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of the following designated groups in bargaining unit employment: aboriginal peoples, persons with disabilities, visible minorities and women. Fair representation will be taken to mean a reflection of the population of these groups in the Greater Toronto area.</p> <p>The Committee will consist of three representatives of each party and the Director of Recruitment, Workforce Employment Equity or designate as ex officio member. Preference will be given to members from each of the designated groups. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee.</p> <p>5.03.1 While not a designated group under the Federal Contractors Program, the parties recognize and wish to remove any employment barriers and barriers to fair representation for employees that self-identify as LGBTQ.</p>	<p><del>are done on a monthly basis for new hires. The first regular surveys will be carried out in June 2009. The content will include designated employment equity group voluntary self-identification. The information <u>The self-identification survey data</u> will be correlated with information about salaries, terminations and promotions for purposes of reporting to the Employment Equity Committee. <u>The Employer will provide the Union with an annual report of this data, updated as of November 1, by December 1 of each year.</u></del></p> <p><del>(c) Effective on ratification of the renewal collective agreement, a provision for voluntary self-identification will be added to the unit 2 blanket applications. This data will be used to implement Articles 12.03.2, 23 and 24.</del></p> <p>The Employment Equity Committee's mandate will include setting goals and timetables for the elimination discriminatory practices and systemic barriers to equal opportunity. Issues to be addressed will include recruitment of employees, selection procedures, job postings, Employer required and provided training, salaries and benefits, and working conditions (including accommodation for persons with disabilities).</p> <p><del>Within 12 months of the ratification of the renewal collective agreement, qualitative research on departmental hiring practices in relation to recruitment of employees, selection procedures, job postings, employer required and provided training, salaries and benefits, and working conditions will be completed by the Employment Equity Committee. The Employment Equity Committee shall, within twelve months of first meeting after the ratification of the renewal collective agreement, develop an Employment Equity Plan consistent with the Federal Contractors Program for approval by the Parties. In this regard, the Employment Equity Committee will review and <u>make recommendations from time to time in respect of the Employment Equity Plan approved by the Parties. This plan will address</u> The Employment Equity Plan will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of the</del></p>



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			<p>Implementation of LGBTQ identified employees as the fifth Employment Equity group within the Collective Agreement will be done so as not to interfere with the Employer's Federal Contractor Program obligations.</p> <p>Unless otherwise agreed upon, underrepresentation shall be understood to mean fewer bargaining unit members that identify as belonging to one or more of the equity seeking groups than the available data for the Greater Toronto Area reports.</p> <p>For the <del>2017-2020</del> 2020-2023 Collective Agreement the following minimum thresholds will be used when applying intersectional equity data:</p> <p>1) Where there are fewer than <del>44%</del> <u>65%</u> of members in the hiring unit doing bargaining unit work that identify as <u>members of one of the five Employment Equity groups</u> <del>women and/or and</del> where there are fewer than <u>50%</u> of the <del>65% threshold</del> <u>30%</u> members in the hiring unit <del>who that</del> identify as racialized people ("visible minorities"), then an applicant that self- identifies as a racialized woman <u>(with priority being given to Black and Indigenous women)</u> will be appointed.</p> <p>2) If there are no racialized women candidates, then a <u>BIPOC</u> candidate (with priority given to Black and Indigenous people) <del>from the more underrepresented group</del> will be appointed;</p> <p><u>3) If there are no candidates under (1) and (2) then a candidate from the more underrepresented group will be appointed.</u></p> <p>3) If there are no candidates under (1) <u>and (2)</u> or if the hiring unit has met both thresholds in (1), then a candidate that self-identifies as <del>an Indigenous (Aboriginal) person and/or</del> a person with a disability will be hired.</p> <p>4) If there are no candidates from the under-represented groups, or if the hiring unit has met the threshold under (1), then a candidate that self-identifies as <u>LGBTQ 2SLGBTQIA</u> will be hired.</p> <p>Hiring Unit data for the most recent consecutive three contract years (or, during implementation, such period up</p>	<p><del>following designated groups in bargaining unit employment: aboriginal peoples, persons with disabilities, visible minorities and women</del> <u>Federal Contractor Program Equity Groups</u>. Fair representation will be taken to mean a reflection of the population of these groups in the Greater Toronto area <u>seeking to achieve and maintain a workforce that is representative of the population of the Federal Contractor Program Equity Groups (defined below) in Toronto or Canada, whichever is proportionately higher.</u></p> <p><del>The Committee will consist of three representatives of each party and the Director of Recruitment, Workforce Employment Equity or designate as ex-officio member. Preference will be given to members from each of the designated groups. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee.</del></p> <p><u>5.03.2 Terminology and Pronoun Use</u></p> <p>(a) <u>The collective agreement has been amended to reflect LGBTQ2* throughout.</u></p> <p><u>Throughout the collective agreement, the parties have adopted the pronoun "they" to represent the singular in place of she and he.</u></p> <p><u>5.0.3.3 Definitions</u></p> <p>(a) <u>Equity Groups</u></p> <p><u>For the purposes of the Collective Agreement, Equity Groups are defined as:</u></p> <p>(i) <u>Federal Contractor Program (FCP) Equity Groups: women, visible minorities (racialized groups), Aboriginal peoples (Indigenous), and persons with disabilities; and</u></p> <p>(ii) <u>LGBTQ2*</u></p> <p><u>Note: While not a designated group under the Federal Contractors Program, the parties recognize and wish to remove any employment barriers and barriers. The parties have defined LGBTQ2* as an Equity Group under the</u></p>

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			<p>to three contract years as is available) shall be used to establish hiring unit representation.</p> <p>Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.</p>	<p><del>collective agreement</del> and wish to remove any employment barriers and barriers to <del>fair representation</del> for employees that self-identify as LGBTQ<sup>2</sup>*. <del>The implementation of LGBTQ<sup>2</sup>* identified employees as the fifth Employment Equity group as an Equity Group</del> within the Collective Agreement will <del>be done so as not to</del> <u>not</u> interfere with the Employer's Federal Contractor Program obligations.</p> <p>(b) <u>Intersectionality</u></p> <p><u>For the purposes of the Collective Agreement, Intersectionality means the classification of self-identification information for employment equity purposes, considering combinations of two or more of the Equity Groups.</u></p> <p>(c) <u>Externally Available Data</u></p> <p><u>For the purposes of the Collective Agreement, Externally Available Data refers to the most recent Statistics Canada data for FCP Equity Groups by occupation for Canada as a whole or for Toronto, as the case may be.</u></p> <p>(d) <u>Internal Self-identification Representation Data</u></p> <p><u>For the purposes of the Collective Agreement, Internal Self-identification Representation Data refers to the self-identification data collected via regular self-identification surveys of current employees conducted by the Office of the Vice-President Equity, People and Culture on a regular basis and Applicant Self-Identification Data defined below in (e).</u></p> <p>(e) <u>Applicant Self-Identification Data</u></p> <p><u>For the purposes of the Collective Agreement, Applicant Self-Identification Data refers to the data the Employer collects from the self-identification form that applicants may complete in an application or selection process.</u></p> <p><u>5.03.4 Data</u></p>

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				<p><u>In order to make decisions that are supportive of the mandate set out at Article 5.0.3.1(c), the parties will rely on the following data:</u></p> <ul style="list-style-type: none"> <li>(a) <u>Externally Available Data.</u></li> <li>(b) <u>Internal Self-identification Representation Data for the most recent consecutive three contract years for which the data is available as of the November 1 proceeding the contract year for which appointment decisions will be made.</u></li> </ul> <p><u>The Employer will provide this data to the Union on the immediately following December 1.</u></p> <ul style="list-style-type: none"> <li>(i) <u>Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.</u></li> <li>(ii) <del>The parties acknowledge that it will necessarily be the case that the size of many academic units will render the data contemplated here unavailable for those academic units.</del></li> <li>(c) <u>The sole source of equity data for individual applicants for any appointment and selection procedures or programs listed by Article number in (i-iv) below is the Applicant Self-Identification Data pertaining to the appointment or selection procedures or program involved:</u> <ul style="list-style-type: none"> <li>(i) <u>Article 12.04.1</u></li> <li>(ii) <u>Article 12.04.2</u></li> <li>(iii) <u>Article 24 Affirmative Action</u></li> <li>(iv) <u>Letter of Understanding - Continuing Appointment Instructor (CAI) Program</u></li> </ul> </li> </ul> <p><u>5.03.4 Underrepresentation</u></p> <ul style="list-style-type: none"> <li>(a) <u>Representation Thresholds</u></li> </ul> <p><u>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 in the Externally Available Data for Canada as a whole, underrepresentation shall be understood to mean fewer bargaining unit</u></p>

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				<p><del>members</del> <u>employees</u> that identify as belonging to one or more of the <u>FCP Equity Groups</u> than the <del>available data for the Greater Toronto Area reports</del> <u>Externally Available Data for Toronto</u>.</p> <p><u>Informed by this understanding of underrepresentation, the representation thresholds for the FCP Equity Groups current as of March 1, 2021 are as follows:</u></p> <p><u>Women: 44%</u></p> <p><u>Visible Minorities (Racialized Groups): 30%</u></p> <p><u>Aboriginal (Indigenous) Persons: 1.4%</u></p> <p><u>Representation data for persons with disabilities is not available either for Toronto or nationally.</u></p> <p>(b) <u>Determination of Underrepresentation in Academic Units with Few Contract Faculty</u></p> <p><u>Where the number of contract faculty teaching in an academic unit render the Internal Self-Identification Representation Data for the academic unit unavailable, the Internal Self-Identification Representation Data for the Faculty as a whole will be used to determine the representation thresholds for the academic unit.</u></p> <p><u>5.03.5 Intersectional Application of Underrepresentation Thresholds</u></p> <p><del>For the 2017-2020 Collective Agreement the following minimum thresholds will be used when applying intersectional equity data</del> <u>The intersectional application of underrepresentation thresholds will proceed as follows:</u></p> <p>1) <u>In academic units where there are fewer than 44% members in the <del>academic hiring unit</del> <u>academic hiring unit</u> <del>doing employed in bargaining unit work that</del> <u>who identify as women and/or</u> there are fewer than 30% members in the <del>hiring academic unit</del> <u>hiring academic unit</u> <del>employed in bargaining unit work</del> <u>who identify as racialized people ("visible minorities")-members of a visible minority (racialized group), then an applicant that who self-identifies as a <del>racialized woman</del> <u>visible</u></u></u></p>

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				<p><u>minority woman (a woman who is a member of a racialized group) will be appointed.</u></p> <p>2) If there are no <del>racialized</del> <u>visible minority (racialized) women candidates applicants</u>, then a <u>candidate an applicant</u> from the more underrepresented group <u>(a woman or member of a visible minority (racialized group) will be appointed.</u></p> <p>3) If there are no <u>candidates applicants under (1) who self-identify as a member of either group or if the hiring academic unit has met both underrepresentation thresholds in (1), then a candidate an applicant that who self-identifies as Indigenous (Aboriginal) an Aboriginal (Indigenous) person and/or as a person with disabilityies will be hired appointed.</u></p> <p>4) If there are no <u>candidates applicants from the under-represented groups FCP Equity Groups and or if the hiring academic unit has met the underrepresentation thresholds under in (1), then a candidate an applicant who self-identifies as LGBTQ2* will be hired.</u></p> <p><del>Hiring Unit data for the most recent consecutive three contract years (or, during implementation, such period up to three contract years as is available) shall be used to establish hiring unit representation.</del></p> <p><del>Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.</del></p>
40	U1 17.21 U2 17.23 U3 16.19	Broadening the scope of the leave to include gender-based violence and making the eligibility for the leave inclusive of the care	<p><b>December 22: DOMESTIC, OR SEXUAL, AND/OR GENDER-BASED VIOLENCE LEAVE</b></p> <p>An employee may request and take a domestic, or sexual, <u>and/or gender-based violence</u> leave where they or <del>their child</del> <u>anyone for whom they have care responsibilities</u> experiences or is threatened with domestic, or sexual, <u>and/or gender-based violence</u>. This leave will be to allow the employee to seek medical attention, counselling, victim and support services, legal assistance or to</p>	<p><b>February 16: DOMESTIC, OR SEXUAL, AND/OR GENDER-BASED VIOLENCE LEAVE</b></p> <p>An employee may request and take a domestic, sexual <u>and/or gender-based violence</u> leave where they or their child experiences or is threatened with domestic, or sexual <u>and/or gender-based violence</u>. This leave will be to allow the employee to seek medical attention, counselling, victim and support services, legal assistance or to</p>

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		responsibilities our members have beyond heteronormative family relations.	<p>relocate. The employee, if requested to do so, will provide reasonable proof signed by a qualified practitioner.</p> <p>Upon approval of such a leave the employee will be entitled to a paid leave of up to six-thirty-fifths, and the total leave may extend for up to the duration of the academic term. The details or extent of the violence threatened or experienced need not be disclosed to the Employer, and the Employer will maintain confidentiality regarding the nature of the employee's leave. In the case of an extended absence beyond ten (10) days, the employee to the best of their ability, shall keep their supervisor informed of the anticipated date of the employee's return.</p> <p>Where an employee has exhausted their <u>domestic</u>, sexual, <u>and/or gender-based</u> violence leave and sick leave and any other leave entitlement under this agreement, they may be eligible for Long Term Disability, subject to the terms of the Plan (Article 10.13).</p>	<p>relocate. The employee, if requested to do so, will provide reasonable proof signed by a qualified practitioner.</p> <p>Upon approval of such a leave the employee will be entitled to a paid leave of up to six-thirty-fifths and the total leave may extend for up to the duration of the academic term. The details or extent of the violence threatened or experienced need not be disclosed to the Employer and the Employer will maintain confidentiality regarding the nature of the employee's leave. In the case of an extended absence beyond ten (10) days, the employee to the best of their ability, shall keep their supervisor informed of the anticipated date of the employee's return.</p>
41	<p>U2 4.03.8</p> <p><i>The Employer is proposing further changes that go beyond our proposal, 4.03.6 through 4.04.11</i></p>	Grievance procedure and investigations	<p><b>December 22:</b></p> <p>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. <u>The Employer will engage a trained investigator to undertake the formal investigation, including in respect of health and safety (e.g. harassment) complaints, within 2 days upon receipt of the complaint.</u> Such an investigation will proceed under the University Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.</p>	<p><b>February 16:</b></p> <p>4.03.6 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 <u>Executive Director from the York University Centre for Human Rights, Equity and Inclusion</u> (the Centre).</p> <p><del>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.</del></p> <p>4.03.8 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. <u>The Employer will adhere to the timelines in the University's Procedures for determining whether to proceed with a formal investigation.</u> Such an investigation will proceed under the University's Procedures and the</p>

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				<p>investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.</p> <p>4.03.11 Grievance Response and Redress</p> <p>Within <del>fourteen (14)</del> <u>twenty (20)</u> calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:</p> <p>(i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;</p> <p>(ii) what redress shall be awarded or continued.</p> <p>4.04 Racial and Ethnic Harassment</p> <p><del>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).</del></p> <p><del>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.</del></p> <p><del>4.04.8 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. The Employer will adhere to the timelines in the University's Procedures for determining whether to proceed 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.</del></p> <p>4.04.11 Grievance Response and Redress</p> <p>Within <del>fourteen (14)</del> <u>twenty (20)</u> calendar days of the receipt of the Investigation Report from a formal</p>

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				<p>investigation, the Employer will respond in writing to the grievor with:</p> <p><del>(i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;</del></p> <p><del>(ii) what redress shall be awarded or continued.</del></p>
42	U2 12.04.1	Equity hiring	<p><b>March 14:</b></p> <p><u>12.04 A. In order to correct systemic underrepresentation of equity seeking groups, the parties commit to achieving the following appointment goals: (i) appoint members of the five employment equity groups (i.e., Indigenous people, persons with disabilities, BIPOC, women, and 2SLGBTQIA people) to a minimum of 65% of all the CUPE courses being offered in the department (after calculating LSTA and CSSP appointments), and (ii) appoint 50% of such appointments to BIPOC members (with priority given to Black and Indigenous people). The foregoing equity thresholds will be assessed annually on the basis of appointment numbers per department, in accordance with Article 5.03.</u></p> <p><u>B. The parties recognize the necessity for the collection of data in order to achieve the goals set out in article 12.04</u></p> <p><u>A. The Employer undertakes to provide data from the self-identification surveys in the blanket and specific application processes, in accordance with article 22.02(i), including the following information for each contract: whether the applicant previously held a Unit 1 contract, gender, identify as 2SLGBTQIA, identify as BIPOC, identify as Indigenous, identify as a person with Disabilities. By September 30 of each year, the data for all those appointed in the previous year, broken down by department and faculty, will be presented at the Labour Management Committee, the Employment Equity Committee, and to the Union Equity Officer.</u></p> <p>12.04.1 Appointments shall be made as follows:</p> <p>(i) In the exceptional circumstances in which a candidate for a position as course director or team lecturer is adjudged by the appropriate Dean or designate to be</p>	<p><b>March 27:</b></p> <p>12.04.1 Appointments shall be made as follows:</p> <p>(i) In the exceptional circumstances in which a candidate for a position as course director or team lecturer is adjudged by the appropriate Dean or designate on the basis of <del>her</del> <u>their</u> qualifications and experience to be substantially and demonstrably more qualified, able and competent to perform the duties and responsibilities of the position than all other candidates for the position, that candidate may be appointed to the position. Where such a candidate is appointed, the hiring unit shall forward to the union the name of the successful candidate, <del>her</del> <u>their</u> curriculum vitae, and any other non-confidential information that formed the basis of the hiring, with a copy to the candidate who otherwise would have received the position.</p> <p>(ii) <u>Pool of Candidates with Required and Preferred Qualifications:</u></p> <p>a. Where no appointment is made under (i), then the appointment shall be made from among the candidates with the <del>preferred and</del> <u>required and preferred</u> qualifications, <u>according to the provisions of 12.04.1 (ii)(b) below.</u></p> <p>b. <u>Effective September 1, 2021 for appointments commencing no sooner than September 1, 2022, where there is one or more candidates who as per Article 12.06.1:</u></p>



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			<p>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, her <u>their</u> curriculum vitae, and any other non-confidential information that formed the basis of the hiring, with a copy to the candidate who otherwise would have received the position.</p> <p>(ii) <u>Pool of Candidates with Required and Preferred Qualifications:</u></p> <p>a. Where no appointment is made under (i), then the appointment shall be made from among the candidates with the <del>preferred and</del> required <u>and preferred</u> qualifications, <u>subject to 12.04.1(ii)(b) and according to the provisions in (iv).</u></p> <p>b. Where the parties have not achieved the equity seeking thresholds set in article 12.04A, appointments shall be made as follows: where a BIPOC member holds incumbency in respect of a course, the senior BIPOC incumbent will be recommended for appointment to the course. They will not be displaced by a grievance that would result in the appointment of a non-BIPOC member. In such a case, the otherwise senior qualified candidate, within the meaning of Article 12.04.1, shall receive payment equivalent to the rate of two-fifths of CD positions at the prevailing CD rate. The parties agree to review the process through the Employment Equity Committee.</p> <p>(iii) <u>Pool of Candidates with Required Qualifications:</u> Where no appointment is made under (ii) <del>because</del> no candidate has the <del>preferred</del> required <u>and preferred</u> qualifications, then the appointment shall be made</p>	<p>i. <u>are in the pool of candidates with required and preferred qualifications, and,</u></p> <p>ii. <u>who self-identify as Aboriginal (Indigenous) or visible minority (racialized), then the Letter of Understanding regarding Priority for Aboriginal (Indigenous) or visible minority (racialized) candidates, shall apply for the 2020-23 collective agreement.</u></p> <p>(iii) <u>Pool of Candidates with Required Qualifications:</u> Where no appointment is made under (ii) <del>because</del> <u>and</u> no candidate has the <del>preferred</del> required <u>and preferred</u> qualifications, then the appointment shall be made from among the candidates with the required qualifications and accordingly to the provisions in (iv).</p> <p>(iv) (a) The candidate with the most experience gained in applicable teaching, demonstrating, tutoring and marking within the University, subject to Articles 12.09 and 12.10, shall be appointed and, where applicable prior experience is equal, the candidate with the desirable qualifications shall be appointed, except in the case of;</p> <p>LONG-SERVICE OVERRIDE:</p> <p>(b) Where a candidate has a total of at least five years of service in the bargaining unit in each of which <del>she</del> <u>they</u> has <u>have</u> accrued applicable prior experience for one Type 1 position or its equivalent as provided by 12.06 (ii), and has at least three more years of such service than the number of years of such service of the candidate otherwise entitled to the position as per (v)(a), <del>she</del> <u>they</u> shall be appointed;</p> <p>(c) Where there is more than one candidate in (b), the candidate with the most years of such service shall be appointed except as follows;</p>

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			<p>from among the candidates with the required qualifications and accordingly to the provisions in (iv).</p> <p>(iv) (a) The candidate with the most experience gained in applicable teaching, demonstrating, tutoring and marking within the University, subject to Articles 12.09 and 12.10, shall be appointed and, where applicable prior experience is equal, the candidate with the desirable qualifications shall be appointed, except in the case of;</p> <p><b>LONG-SERVICE OVERRIDE:</b></p> <p>(b) Where a candidate has a total of at least five years of service in the bargaining unit in each of which she <u>they</u> has <u>have</u> accrued applicable prior experience for one Type 1 position or its equivalent as provided by 12.06 (ii), and <del>has</del> <u>have</u> at least three more years of such service than the number of years of such service of the candidate otherwise entitled to the position as per (v)(a), <del>she</del> <u>they</u> shall be appointed;</p> <p>(c) Where there is more than one candidate in (b), the candidate with the most years of such service shall be appointed except as follows;</p> <p>(d) Where two or more candidates per (c) have equal years of such service, the candidate with the most applicable prior experience shall be appointed;</p> <p>(e) Where two or more candidates have equal years of such service and equal applicable prior experience, then the candidate with the desirable qualifications shall be appointed.</p> <p>(f) Long Service Override (LSO) shall not apply to appointments that would result in a displacement of a person who is a member of an employment equity group for bargaining unit work.</p> <p>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</p>	<p>(d) Where two or more candidates per (c) have equal years of such service, the candidate with the most applicable prior experience shall be appointed;</p> <p>(e) Where two or more candidates have equal years of such service and equal applicable prior experience, then the candidate with the desirable qualifications shall be appointed.</p> <p>(f) Long Service Override (LSO) shall not apply to appointments that would result in a displacement of a person who is a member of an employment equity group for bargaining unit work.</p> <p>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.</p>

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#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
			faculty contractually limited appointment at York, or per Article 17.06.1, shall count as bargaining unit experience.	
43	U2 12.04.2	Equity hiring	<p><b>March 14:</b></p> <p>(i) Where the applicants for a position have no previous applicable prior experience or have equivalent applicable prior experience and meet the <del>same levels of Required and/or Preferred qualifications</del> <u>(or Required qualifications where no applicant has the Required and Preferred qualifications)</u> as posted, the position shall be awarded to such an applicant who <del>a candidate is also</del> <u>is also</u> has self-identified as a member of one or more of the five employment equity seeking groups otherwise underrepresented in the hiring unit for bargaining unit work as per Article 5.03.</p> <p>(ii) Save and except for courses taught under 12.21, when a position is being posted in the Hiring Unit for the first time, priority will be given to applicants with the most applicable prior experience that meet the Required and/or Preferred qualifications <u>(or Required qualifications where no applicant has the Required and Preferred qualifications)</u> as posted and who <del>have self-identified as are</del> <u>have self-identified as are</u> members of one or more <u>Equity Groups</u>, of the <del>five employment equity seeking groups</del> otherwise under-represented in the <u>hiring unit</u> using the process and definition of Intersectionality established in <u>Article 5.03</u>.</p>	<p><b>March 27:</b></p> <p>(i) Where the applicants for a position have no previous applicable prior experience or have equivalent applicable prior experience and meet the <del>same levels of Required and/or Preferred qualifications</del> <u>(or Required qualifications where no applicant has the Required and Preferred qualifications)</u> as posted, the position shall be awarded to such an applicant who <del>a candidate is also</del> <u>is also</u> has self-identified as a member of one or more <u>Equity Groups</u> of the <del>five employment equity seeking groups</del> otherwise under-represented in the hiring unit for bargaining unit work <u>per Article 5.03.3</u>, using the process and definition of intersectionality established in article 5.03.5.</p> <p>(ii) Save and except for courses taught under 12.21, when a position is being posted in <del>the a</del> <u>a</u> Hiring Unit for the first time, priority will be given to applicants with the most applicable prior experience that meet the Required and/or Preferred qualifications <u>(or Required qualifications where no applicant has the Required and Preferred qualifications)</u> as posted and who <del>have self-identified as are</del> <u>have self-identified as are</u> members of one or more <u>Equity Groups</u>, of the <del>five employment equity seeking groups</del> otherwise under-represented in the hiring unit for bargaining unit work <u>per Article 5.03.3</u>, using the process and definition of intersectionality established in article 5.03.5.</p> <p>*****</p> <p><u>Letter of Understanding - Priority for Aboriginal (Indigenous) or visible minority (racialized) Candidates Article 12.04.1</u></p> <p><u>The parties agree as follows:</u></p>

**EQUITY**

#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
				<p><u>1. Where the circumstances set out at Article 12.04.1(ii)(b) exist then:</u></p> <p><u>(a) For Academic Units where the data is available that indicates that the Academic Unit has not met the threshold targets for representation of Aboriginal (Indigenous) or visible minority (racialized) employees in the academic unit as per Article 5.03.4, then the appointment to the position shall be made to an Aboriginal (Indigenous) or visible minority (racialized) candidate; or</u></p> <p><u>(b) For Academic Units where data is not available to assess whether the Academic Unit has met the threshold targets for representation of Aboriginal (Indigenous) or visible minority (racialized) employees in the bargaining unit, then the appointment to the position shall be made to an Aboriginal (Indigenous) or visible minority (racialized) candidate; and</u></p> <p><u>(b) In either (a) or (b) above, where there is more than one such candidate the appointment shall be made according to the provisions in Article 12.04.1(iv).</u></p> <p><u>2. Where an Aboriginal (Indigenous) or visible minority (racialized) candidate is appointed (“the appointee”) in accordance with Paragraph 1 above, then a candidate who does not self-identify as Aboriginal (Indigenous) or visible minority (racialized) and who is senior (the “Senior Employee”) to the appointee, and would have otherwise been appointed to the position by virtue of their seniority, will be eligible to apply to the CUPE Ways and Means Fund as set out at Article 20 of the Collective Agreement for support from the fund in relation to any loss experienced by the Senior Employee with respect to the position to which they would have otherwise been appointed.</u></p> <p><u>3. For the purposes of Paragraph 2 above, the Employer shall provide to the Union on September 1 each year commencing 2022, a contribution equivalent to the rate of two-fifths of eight CD positions at the prevailing CD rate, to the Ways and Means Funds, over and above any other required contributions to the Ways and Means Fund from the Employer. By September 30 of the year following the</u></p>

**EQUITY**

#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
				<p><u>year in which the Employer provides the funds, the Union shall provide the Employer with an accounting of monies spent from this Employer contribution.</u></p> <p><u>4. The grievance process does not apply, and no grievances will be filed regarding appointments made in accordance with this Letter of Understanding.</u></p> <p><u>5. This Letter of Understanding shall be placed in the 2020-23 collective agreement booklet and shall form part of the 2020-23 collective agreement. It will expire with the expiration of the 2020-23 collective agreement and shall be removed from the collective agreement booklet for the subsequent renewal collective agreement unless this Letter of Understanding is renewed by the parties.</u></p>
44	U2 24.07	Equity hiring for LSTAs	<p><b>December 22:</b></p> <p>In the <u>2020-2021</u> contract year a minimum of 7 LSTAs will <del>for</del> be offered for September 1, <u>2021</u>, in the <u>2021-2022</u> contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, <u>2022</u>, in the <u>2022-2023</u> contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, <u>2023</u>. <del>To the extent practicable a</del> <u>A minimum of 65%</u> 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). <u>The Employer shall make 50% of such appointments to BIPOC members (with priority given to Black and Indigenous people).</u></p>	
45	U2 23.04	Equity hiring for conversions	<p><b>February 27:</b></p> <p>(i) The employer shall provide incentive funding to a hiring unit(s) recommending an affirmative action pool member to a tenure stream position. This funding will normally cover the differential between the starting salary of the appointment and the cost of three full course directorships. The employer shall make incentive funding <u>equivalent to 7 Type 1 Course Directorships available</u> in each year of the collective agreement.</p>	<p><b>March 27:</b></p> <p>Article 23.02: Affirmative Action</p> <p>23.02.1 Definition – All bargaining unit members at York University who meet the following criteria:</p> <p>(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,</p>

**EQUITY**

#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
			<p>(ii) <u>In each year of the collective agreement, the Office of the Vice President Academic and Provost shall make the greater of:</u></p> <p>a) <u>five recommendations per year.</u></p> <p><u>or</u></p> <p>b) <u>recommendations equal to 20% of the tenure-track hires in that academic year. That percentage will only apply to departments where CUPE 3903 holds at least 40% of the Course Directorships.</u></p> <p><u>For example, if in an academic year the Employer has decided to make 200 tenure track appointments throughout the University, of which 30 are in departments in which CUPE 3903 holds at least 40% of the Course Directorships, the Employer must make a minimum of 6 recommendations for that academic year.</u></p> <p>(iii) <u>In each year, at least 2/5 (or 40%) of all recommendations for conversion to tenure-stream positions will be for members from one or more of the five designated employment equity-seeking groups (i.e., Indigenous people, persons with disabilities, BIPOC, women, and 2SLGBTQIA people). From those, a minimum of 50% of the recommendations will be for BIPOC members. Hiring units must provide written documentation of having met these thresholds.</u></p> <p>(iv) <u>Tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by April 15 and the Provost's announcement to the York community shall be made by April 30. Appointments shall commence July 1.</u></p> <p>(v) <u>If an applicant is not recommended by the School or Department, a written explanation will be provided to the applicant upon request.</u></p>	<p>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</p> <p>(ii) have at least <del>five</del> <u>three</u> years of service to the University and who, from 1 May 1983 to 30 April in the year preceding the current contract year, held at least <del>2</del> <u>3</u> Type 1 positions in any <del>three</del> <u>four</u> years and at least <del>9</del> <u>7</u> type 1 or equivalent positions in any <del>four</del> <u>three</u> years and who belong to at least one <u>Equity Group of the four employment equity groups (i.e. aboriginal people, persons with disabilities, visible minorities and women)</u> shall be eligible for inclusion in the Affirmative Action Pool.</p> <p>(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.</p> <p>(ii) For appointments commencing on each of <del>the 2018-19 year and the 2019-20 year</del> <u>July 1, 2022 and July 1, 2023</u> the Office of the Vice-President Academic and Provost shall, make at least two (2) recommendations in <del>2018-19 2021-22</del> and two (2) recommendations in <del>2019-20 2022-2023</del> of Affirmative Action Pool members for full-time faculty positions to the tenure stream. A minimum of one recommendation <u>in each of the two years will be prioritized for from among candidates who self-identify as Aboriginal (Indigenous) or as a member of a visible minority (racialized group) a member of one or more of the designated equity groups will be made over two years.</u> Where in either of the two years, the Office of the Vice President Academic and Provost is unable to make a recommendation with respect to a prioritized candidate who self-identifies as Aboriginal (Indigenous) or as a member of a visible minority (racialized group), the next</p>

**EQUITY**

#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
				<p><u>priority will be to make a recommendation with respect to a candidate from one or more of the other Equity Groups.</u></p> <p>(iii) During this period, should any member of the Affirmative Action Pool be appointed to a tenure-stream position as a result of a normal search process, the hiring unit receiving the appointment will be entitled to receive incentive funding under Article 23.04(i).</p> <p>(iv) Normally, tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by January 15 for appointments commencing the following July 1.</p> <p>(v) If an applicant is not recommended by the School or Department, <del>an</del> a written explanation will be provided to the applicant on request.</p>
46	<p>U1 10.01.1</p> <p><i>The Employer is proposing further changes that go beyond our proposal, specifically the preamble section of 10.01.1. They are also proposing to add a new roman numeral section to the clause (vii), instead of amending (v) like we proposed.</i></p>	<p>Fair distribution and equity hiring for tickets</p>	<p><b>December 22:</b></p> <p><u>(v) Preference will be given to applicants in their upper years (year 4 and up) with least prior experience as a ticketed course director. Units may establish their own eligibility criteria with respect to year or years of program and/or progress toward completion; any such criteria will be communicated by the Unit to potential applicants.</u></p> <p><u>(vi) A minimum of two ticketed courses directorships will be made available to each faculty to ensure the equitable availability of ticketed course directorship among those faculties.</u></p> <p><u>(vii) Every collective agreement year, the Employer shall appoint a minimum of 50% of the ticketed course directorships to qualified candidates who identify with one or more of the five employment equity groups (i.e., Aboriginal people, persons with disabilities, visible minorities, women and LGBT2Q+ individuals). Preference will be given to qualified applicants in their upper year of Ph.D. (year 4 and up) who are eligible for Unit 1 work and have not previously held a ticketed course or with the least prior experience as a ticketed course director. In the fulfillment of the 50% equity provision, the Employer must prioritize equity over the Ph.D. year. As individuals experience the effects of belonging to one or more of these categories simultaneously, the Employer shall make</u></p>	<p><b>February 16:</b></p> <p>10.01.1 The parties recognize that the employer wishes to provide teaching opportunities for full-time graduate students. Such students will normally be employed in tutor 1, tutor 2, tutor 3, tutor 4, tutor 6, tutor 7, or writing instructor positions. However, the employer reserves the right to appoint such students to no more than <del>ffty</del> <u>fifty-five (55) type one full</u> course director positions (not including any course director positions to which full-time graduate students are appointed when there have been no suitably qualified candidates with applicable prior experience in Unit 2 for course director positions originally posted in Unit 2) during any twelve-month period ending 31 August. <del>Further, the employer reserves the right to appoint such students to an as yet undetermined number of additional positions in the Faculty of Education which will be based on the number of "net new" course director positions in the faculty, subject to a process to be worked out between the parties via the Labour/Management Committee. In the event that either the Faculty of Environmental Studies or the Faculty of Education does not use all of their allotted positions, they will not be transferable to, nor can they be borrowed by, other Faculties. In identifying courses to be made available as ticketed course opportunities, hiring units will give first consideration to courses that were not taught by an</del></p>

**EQUITY**

#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
			<p><u>appointments in accordance with the principle of intersectionality (e.g., the Employer shall prioritize the appointment of an individual identifying with two or more of the designated groups over the appointment of an individual identifying with one of the groups). This is consistent with the Ontario Human Rights Commission's approach that accounts for both people's multiple lived realities and the social context of discrimination. Intersectional employment equity data for the bargaining unit will be used as a guide.</u></p> <p><u>(vii) A minimum of two ticketed course directorships shall be allocated to each faculty with employees represented by CUPE 3903 to ensure equitable distribution of ticketed directorships across faculties.</u></p>	<p>employee in the Unit 2 bargaining unit in the immediately preceding contract year.</p> <p>[...]</p> <p><u>(vi) A minimum of two ticketed courses directorships will be made available to each faculty to ensure the equitable availability of ticketed course directorship among those faculties who may wish to use ticketed courses directorships.</u></p> <p><u>(vii) For each faculty utilizing ticketed course directorships for a period from September 1 to August 31, 50% of the ticketed course directorships must be prioritized for qualified candidates who self-identify as being from one or more of the Equity Groups. As among qualified candidates from Equity Groups, individuals who self-identify as being from two or more Equity Groups will be further prioritized to be awarded the position. Where there are no qualified candidates for a ticketed course directorship from among the prioritized course directorships from an Equity Group, the position will be awarded in the normal fashion as set out in this Article.</u></p>
47	U1 4.03.1 (v) U2 4.03.1 (v) U3 4.03.1 (v)  <i>The Employer is proposing changes that go beyond our proposal.</i>	Sexual Violence Training	<p><b>December 22:</b> <u>The Employer shall provide mandatory paid anti-sexual violence training for all CUPE 3903 members as stipulated by 10.02.2(ii) in the Unit 1 collective agreement and 10.04.5 in the Unit 2 collective agreement. Such training shall be designed and delivered in consultation with CUPE 3903.</u></p>	<p><b>February 18:</b> <u>(iv) to continue to sponsor educational programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community with a view to developing a mandatory program including sexual harassment and sexual assault (sexual violence); and</u></p> <p><u>(v) to provide sexual violence training through the Centre for Sexual Violence Response, Support and Education, with such training to be paid for in accordance with Article 10.02.2(ii);</u></p>
48	U1 10.02.2 (iii) U2 10.04.5 U3 15.03  <i>The Employer is</i>	Paid Equity Training	<p><b>December 22:</b> <u>(iii) The Employer shall allocate 10 hours per term to mandatory training under the <i>Accessibility for Ontarians with Disabilities Act</i>, the <i>Occupational Health and Safety Act</i>, and any other anti-violence, anti-harassment or anti-discrimination training agreed to between the Employer and CUPE 3903.</u></p>	<p><b>February 18:</b> <u>(ii) Any employer-required training or orientation of fewer than ten hours, or fewer than fifteen hours in the case of a first appointment as an employee of York University, shall be included in the hours specified in Article 10.02.1 and normally shall take</u></p>



**EQUITY**

#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
	<p><i>proposing to amend more sections; specifically, (ii) instead of adding (iii) for additional training, and the workload work (Appx A).</i></p>			<p>place during the period of time that the employee holds the position. <u>Such training may include up to five (5) hours of mandatory Occupational Health and Safety and AODA training, and Sexual Violence training.</u> Any employer-required training or orientation of more than ten hours shall be reimbursed for those hours beyond ten hours, at the Overwork Rate. Where the employer is requiring that an employee attend training or orientation the employee will be provided with timely, advance notice.</p> <p>APPENDIX A: Training (Up to 10 hours <u>which may include up to 5 hours for mandatory Occupational Health and Safety and AODA, and sexual violence training</u>)</p> <p><u>Training for a first-time employee of York University (up to an additional 5 hours)</u></p>
49	<p>U1 APPENDIX F</p> <p><i>See separate document at the end</i></p>	<p>Revising the blanket application form</p>	<p><b>December 22:</b></p> <p>NAME: surname <u>name &amp; pronouns</u> <u>legal given name</u></p>	<p><b>February 18:</b></p> <p>NAME: surname given name <u>&amp; pronouns</u></p>
50	<p>U1 22.02 U2 22.02 U3 14.02</p>	<p>Collection of Identity disaggregated data for purpose of employment equity analysis.</p>	<p><b>December 22:</b></p> <p>The Employer undertakes in consultation with the union to provide the union with information pertinent to the operations of the University and relevant to the bargaining unit, including, but not limited to, the following:</p> <p>(i) The electronic transfer, updated by 1 November each year, for current fall/winter appointments, <u>by 1 March each year for winter appointments</u>, and by 1 July each year for summer appointments and with intermittent updates, as practicable, of a dataset of contracts of bargaining unit members since 1 May 1983, containing the following information for each contract:</p> <p>payroll number name address (as contained on the Payroll file) telephone number (as available on the Payroll file) Email address</p>	<p><b>February 18:</b></p> <p>The Employer undertakes in consultation with the union to provide the union with information pertinent to the operations of the University and relevant to the bargaining unit, including, but not limited to, the following:</p> <p>(i) The electronic transfer, updated by 1 November each year, for current fall/winter appointments, <u>by 1 March each year for winter appointments</u>, and by 1 July each year for summer appointments and with intermittent updates, as practicable, of a dataset of contracts of bargaining unit members since 1 May 1983, containing the following information for each contract:</p>

EQUITY

#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
			<p>sex gender identify as LGBTQ2+ identify as Racialized identify as Indigenous identify as a person with Disabilities date of birth (when available) faculty department starting pay date ending pay date category of appointment position code number of assignments or hours salary paid vacation pay additional amount Names of employees who participate in the Pension Plan</p> <p>The parties agree to convert the dataset to a format which can be used by the Union, and the necessary costs of <del>converting the dataset to a format which can be used by the Union</del> and will be shared by the parties.</p> <p><u>(ii) The electronic transfer, updated by 1 November, 1 March, and 1 July each year and with intermittent updates, as practicable, of a dataset of program and enrolment information of all bargaining unit members, containing the following information for each member with student status:</u></p> <p><u>SISID (student number)</u> <u>Name</u> <u>Address (as available in SIS file)</u> <u>Telephone number (as available in SIS file)</u> <u>Email address(es) (as available in SIS file)</u> <u>Study session</u> <u>Candidacy level (year of study)</u> <u>Program faculty</u> <u>Academic qualification(s)</u> <u>Subject</u> <u>Program</u></p>	

**EQUITY**

#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
			<p><del>(ii)</del> <b>(iii)</b> Information which the Employer is obligated to provide by other articles of this agreement. Articles which require the regular transfer of information are: 3.03, 4.04, 10.01.2, 10.02.4 (i) and (ii), 10.18(iv), 11.01.3, 11.06, 12.06, 16.07, and 22.02 (i) and (iv).</p> <p><del>(iii)</del> <b>(iv)</b> Upon written request from the union, and within a reasonable period of time, additional information pertaining to the operations of the University and relevant to the bargaining unit, and of the sort normally made available to the union, provided that:</p> <p>(a) the employer shall not be required to prepare reports or analyses of data not normally prepared in the course of the University's operations or that cannot be provided by the making of minor modifications in reports normally prepared;</p> <p>(b) the employer shall not be required to supply information which is deemed by the employer to be confidential with respect to the employer's formulation of its own position on interpretation or renegotiation of this agreement or subsequent agreements.</p> <p>(iv) Further, the employer agrees to provide to the union, within one month of the start of each academic session, a list of available telephone numbers of members of the bargaining unit appointed to that session.</p>	

**HEALTH AND SAFETY**

#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
51	U1 17.22 U2 17.24 U3 16.21	<b>NEW:</b> Quarantine/ Self-Isolation	<p><b><i>December 22:</i></b> <u>The Employer shall grant an employee paid leave at full salary, up to the equivalent of the prescribed leave of her Appointment Contracts, if the employee is not able to perform the duties of her position,</u></p> <p><u>(a) because of an order of a public health authority that applies to the employee;</u></p> <p><u>(b) because the employee is under individual medical investigation, supervision, or treatment related to an infectious disease;</u></p> <p><u>(c) because the employee is in quarantine or isolation or is subject to a control measure (which may include, but is not limited to, self-isolation), and the quarantine, isolation or control measure was implemented as a result of information or directions related to an infectious disease issued to the public, in whole or in part, or to one or more individuals, by a public health official, a qualified health practitioner, Telehealth Ontario, the Government of Ontario, the Government of Canada, a municipal council or a board of health, whether through print, electronic, broadcast or other means;</u></p> <p><u>(d) because the employee is providing care or support to an individual referred to in (U1 17.22.1, U2 17.24.1, U3 16.21.1) because of a matter related to an infectious disease that concerns that individual, including, but not limited to, school or daycare closures; or</u></p> <p><u>(e) because the employee is directly affected by travel restrictions related to an infectious disease and, under the circumstances, cannot reasonably be expected to travel back to Ontario.</u></p>	
52	U1 17.22.1 U2 17.24.1 U3 16.21.1	<b>NEW:</b> Quarantine/ Self-Isolation	<p><b><i>December 22:</i></b> <u>Subclause (d) above applies with respect to any individual for whom the member has care responsibilities.</u></p>	

**UNION RIGHTS**

#	ARTICLE #	CHANGE	LATEST UNION PROPOSAL	LATEST EMPLOYER COUNTER
53	U1 15.09.1 U2 15.08.01 U3 11.05.03	Increase Executive Service Funding	<p><b><i>Presented on December 22:</i></b></p> <p>In recognition of the fact that service on the union executive limits the ability of employees to make themselves available for employment, the employer agrees to pay the union by 30 September of each year the equivalent of the salary of <del>eight</del> <u>ten</u> course directors, in full satisfaction of the Employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 agreements. These monies shall be distributed among the members of the Executive Committee as seen fit by the Union.</p>	

APPLICATION FOR A TEACHING ASSISTANTSHIP POSITION  
YORK UNIVERSITY  
UNIT 1

(For graduate students registered with full-time status)

NAME:  surname  name & pronouns  legal given name TELEPHONE:

ADDRESS:  street  city POSTAL CODE:

SUMMER ADDRESS:

SUMMER PHONE:

EMAIL ADDRESS:

SOCIAL INSURANCE NUMBER:

DATE OF APPLICATION:

STUDENT NUMBER:

TYPE OF TEACHING ASSISTANTSHIP APPLICATION (check one): Blanket  Specific

Please check "yes" or "no" if you wish to be considered for a ticketed course directorship:

YES  NO

If you are applying for a ticketed course directorship, the required application information described in Article 10.01.1 and any additional information required by the Unit must be attached to this application form.

Faculty:  Department/Division:

*\*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.*

*If you have any questions about how to fill in this application, please call the CUPE 3903 office at 416-736-5154.*

TEACHING ASSISTANTSHIP POSITIONS REQUESTED:

\*To be filled out even if you wish to be considered for a ticketed course directorship.

\*Even if this is a blanket application, please specify the position(s), course # and title, and academic session in which you are most interested.

- 1.
- 2.
- 3.

PRESENT COURSE OF STUDY:

Masters  Ph.D.

Entry Date:

Year of Study:

Graduate Supervisor:

If applying for summer employment, are you a visa student?

PRIORITY POOL STATUS:

Number of years (including current year)

a full-time Ph.D. candidate:

TA assignments held at York while:

a Masters candidate:

PREVIOUS TEACHING ASSISTANTSHIPS AT YORK:

(Including any currently held.)

Faculty/Course #/Title

Year

Study Level

(e.g. LAPS/HIST2510/Canadian History)

(e.g. 2013-14)

(e.g. Ph.D. I)

EDUCATION: (Begin with current.)

Degree & Discipline

University

Date Completed/In Progress

TITLES OF COMPLETED, OR IN PROGRESS, HONOUR, MASTERS AND/OR PH.D. THESES:

PUBLICATIONS:

CURRENT RESEARCH:

RELEVANT GRADUATE LEVEL COURSE WORK:

RELATED WORK OR ACADEMIC EXPERIENCE:

Employment Equity (completion of this section is voluntary):

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

Employee Number \_\_\_\_\_

<p><b>A. Visible minorities (racialized) are persons, other than Aboriginal peoples, who are non-Caucasian in race or non-white in colour, regardless of birthplace.</b></p> <p>Based on this definition, are you a visible minority (racialized)?                      Yes <input type="checkbox"/>                      No <input type="checkbox"/></p> <p>If yes, you are invited to check all that apply:</p> <p><input type="checkbox"/> Arab</p> <p><input type="checkbox"/> Black (e.g., African, American, Canadian Caribbean)</p> <p><input type="checkbox"/> Chinese</p> <p><input type="checkbox"/> Filipino</p> <p><input type="checkbox"/> Japanese</p> <p><input type="checkbox"/> Korean</p> <p><input type="checkbox"/> Non-White Latin American (including indigenous persons from Central and South America)</p> <p><input type="checkbox"/> Non-White West Asian (e.g., Iranian, Lebanese, Afghan)</p> <p><input type="checkbox"/> South Asian/East Indian (e.g., Bangladeshi, Pakistani, Indian from India, East Indian from Guyana, Trinidadian, Sri Lankan, East African)</p> <p><input type="checkbox"/> South East Asian (e.g., Burmese, Cambodian/Kampuchean, Laotian, Malaysian, Thai, Vietnamese, Indonesian)</p>	
<p><b>B. Persons with disabilities are those that have a long-term or recurring physical, mental, sensory, psychiatric or learning impairment and who:</b></p> <p>a) consider themselves to be disadvantaged in employment by reason of that impairment, or</p> <p>b) believe that an employer or potential employer is likely to consider them to be disadvantaged in employment by reason of that impairment. This also includes persons whose functional limitations owing to their impairment have been accommodated in their current job or workplace.</p> <p>Based on this definition, are you a person with a disability?                      Yes <input type="checkbox"/>                      No <input type="checkbox"/></p>	
<p><b>C. An Aboriginal (Indigenous) person is a North American Indian, Métis, or Inuit and/or a Treaty Indian or a Registered Indian and/or member of an Indian Band/First Nation.</b></p> <p>Based on this definition, are you an Aboriginal (indigenous) person?                      Yes <input type="checkbox"/>                      No <input type="checkbox"/></p>	



<p><b>D.</b> What is your gender identity?</p> <p><input type="checkbox"/> Man      <input type="checkbox"/> Woman      <input type="checkbox"/> Trans*      <input type="checkbox"/> Gender Non-conforming</p> <p>Trans* includes, for example trans, transgender, transsexual, genderqueer, two-spirit, trans woman, trans man, non-binary</p>
<p><b>E.</b> LGBTQ2 is an umbrella term for persons who identify, for example as, lesbian, gay, bisexual, transgender, two-spirited, genderqueer, questioning, or who otherwise express gender or sexual diversity. Do you identify as LGBTQ2?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>*Trans includes, for example trans, transgender, transsexual, gender queer, two-spirit, trans woman, trans man, non-binary</p>
<p><b>F.</b> If under representation in certain designated groups is found, we will conduct focus group sessions to gain more information about potential barriers to employment. This will assist us in creating a work environment where every employee feels valued, respected and supported in achieving their career goals.</p> <p>May the Employment Equity Officer contact you to participate in focus groups?</p> <p>Yes <input type="checkbox"/>      No <input type="checkbox"/></p>
<p><b>G.</b> <input type="checkbox"/> I choose not to complete the self-identification survey at this time.</p>

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NOTE: 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>

RECEIPT OF APPLICATION  
from  
YORK UNIVERSITY

DATE:

FACULTY:

DEPARTMENT/DIVISION:

This is to acknowledge receipt of \_\_\_\_\_'s blanket/specific (circle one) application form. Please note that the blanket application applies to all positions in this Unit for all academic sessions, which commence during the twelve months following January 31.

Signed:

Revised: June 2020

