

**July 16, 2021 4:00AM Employer Without Prejudice or Precedent Comprehensive Proposal for Settlement Only – Open for acceptance and signature until 11:59pm on July 16, 2021**

**IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT FOR UNIT 3**

B E T W E E N:

**YORK UNIVERSITY**

**(the “Employer”)**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903**

**(the “Union”)**

**MEMORANDUM OF SETTLEMENT FOR A RENEWAL  
COLLECTIVE AGREEMENT – UNIT 3**

1. The Parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute and a renewal collective agreement. The parties’ respective negotiating committees agree to bring forward this Memorandum of Settlement for ratification in their respective decision making and voting processes. CUPE 3903 has advised that it will endeavour to complete and report back on the outcome of its ratification process by no later than 11:59 pm on July 23, 2021.
2. The term of the renewal collective agreement shall be from ~~the date of ratification~~ **September 1, 2020** to August 31, 2023. **Notwithstanding the term, no provision** shall have retroactive effect prior to the date of ratification other than as expressly set out herein.
3. Employees in the bargaining unit as of the date of ratification will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, 2020 up to the date of ratification and what they would have received during the same period of time had the wage rates been increased effective September 1, 2020 by 1%. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.

4. Should all three of the CUPE 3903 renewal collective agreements be ratified by 11:59 pm on July 23, 2021, the Employer will Transfer \$80,000 from the Professional Development Fund to the Ways and Means Fund on a one-time, without prejudice or precedent basis.
5. Upon ratification of the renewal collective agreements, the Letter of Understanding at Schedule "D" will be implemented according to the terms therein. Should all three of the CUPE 3903 renewal collective agreements be ratified by 11:59 pm on July 23, 2021, the Employer agrees to pay CUPE 3903 by August 15, 2021, the equivalent of the salary of one course director applicable to all three bargaining units in accordance with paragraph 3 of the Letter of Understanding at Schedule "D" of each Memorandum of Settlement for a renewal collective agreement.
6. The renewal collective agreement shall be in the same form as the predecessor 2017-20 Collective Agreement other than as modified by Schedule "A", "B" and "C" to this Memorandum of Settlement.
7. All other proposals not included in this Memorandum of Settlement and its Schedules are withdrawn.
8. The final form of the renewal collective agreement is subject to a housekeeping review including, for example, consecutive numbering of all Articles and numerical consistency in references to Articles throughout the collective agreement.
9. The Parties agree that notwithstanding the issuance of a no-board report, they will continue to operate in accordance with the existing Collective Agreement pursuant to the freeze provisions of section 86 of the Labour Relations Act up to the earlier of ratification or July 24, 2021. During this period the Employer agrees it will not exercise its right to request a final offer vote.
10. Following ratification, the Union will write to the Ontario Labour Relations Board within five (5) days and withdraw its Ontario Labour Relation Board applications 0737-21-U.
11. In recognition of the remote collective bargaining, this agreement may be signed in counterpart.

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

For the Union:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

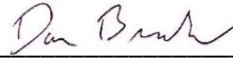
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For the Employer:



\_\_\_\_\_  
Dan Bradshaw,  
Assistant Vice-President,  
Labour Relations

\_\_\_\_\_  
"Leanne De Filippis"

\_\_\_\_\_  
"Lyndon Martin"

\_\_\_\_\_  
"Patrick Banville"

\_\_\_\_\_  
"Jodi Tavares"

\_\_\_\_\_  
"Gerald Audette"

\_\_\_\_\_  
"Kaylie Gordon"

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

### Agreed Items

#### 1. Unit 3 Article 10.12 - Agreed to Language – Signed Off

##### 10.12 TUITION COSTS FUND

The Employer shall transfer \$12,500 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/ conferences related to their employment. Any unexpended monies shall be retained in the Fund.

The Tuition Costs Fund shall be administered by ~~a four person committee consisting of two members of the bargaining units selected by the union, one full-time faculty member selected by the employer, and the Director of the Centre for Support of Teaching or designate, using criteria and procedures approved by the Labour/Management Committee~~ the Professional Development Fund Committee of the Union. An annual report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30<sup>th</sup> of each year.

#### 2. Unit 3 Article 26 – Agreed to Language – Signed Off

##### 26 SEXUAL VIOLENCE SURVIVOR FUND

~~For the contract year~~ Effective September 1, 2021 ~~2018-2019,~~ and each September 1 thereafter, the Employer will provide to CUPE 3903's Trans Feminist Action Caucus a total amount of \$50,000 to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence.

By September 30, 2022 and by each September 30 thereafter, the Union will provide a report to the Office of Faculty Relations through the Labour/Management Committee indicating the amount of money that was spent in the previous 12-month period.

~~For the contract year 2019-2020, \$10,000 will be provided to CUPE 3903's Trans Feminist Action Caucus and \$40,000 will be provided to the Sexual Violence Response Centre. The Sexual Violence Response Centre will meet quarterly with the Union, or at reasonable request, to discuss access to and distribution of these monies.~~

**3. Article 15.09.3 – Agreed to Language**

**15.09.3** ~~A Child Care Fund in the amount of \$260,000 will be made available in each of 2018-19 and 2019-2020. Effective September 1, 2021, and every 12 months thereafter, the Employer agrees to contribute \$260,000 to the Childcare Fund annually. Allocations from the Fund will be made by the Union. An Annual Report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30<sup>th</sup> of each year.~~

**Schedule “B” to Memorandum of Settlement for A Renewal Collective Agreement  
Proposals Regarding Salary, Graduate Funding and Collective Agreement Funds**

**1. Article 10.02 (Salary Rates)**

Increase salary rates by 1%

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

**2. Article 10.02 (Grant-In-Aid) – Agreed**

Increase Grant-In-Aid by an amount equivalent to 1%

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

**3. Article 10.08 (GA Financial Assistance)**

Increase GA Financial Assistance by an amount equivalent to 1%

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

**4. Collective Agreement Funds – Units 1, 2 and 3**

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

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

Article 15.09.3	Childcare Fund – Agreed
Article 19	Professional Development Fund – Agreed
Article 23	UHIP Fund – Agreed
Article 25	Equity Fund – Agreed

Note: The renewal Collective Agreement will be updated to reflect agreed upon adjustments to funds as set out above.

b. Increase the CUPE 3903 Benefits Fund and the Ways and Means Fund as follows:

		2020-21	2021-22	2022-23
Article 15.30	CUPE 3903 Benefits Fund	\$91,000.00	\$76,000.00	\$85,000.00
Article 20	Ways and Means Fund	\$47,072.07	\$51,442.80	\$54,827.22

Note: The renewal Collective Agreement will be updated to reflect agreed upon adjustments to funds as set out above.

**5. Letter of Understanding re Wage Reopener**

The Parties hereby understand and agree that in the event that the Protecting a Sustainable Public Sector for Future Generations Act, 2019 (“Bill 124”) is repealed, or successfully challenged through the courts such that it is of no force and effect and is not the subject of any ongoing appeal, during the term of the renewal collective agreement (i.e. at any point prior to August 31, 2023), the parties agree to re-negotiate the portions of those salary and compensation provisions of this collective agreement that were limited by Bill 124, but only to the extent permitted by law and having regard to the Employer’s financial position.

This Letter of Understanding will expire on August 31, 2023.

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

### Other Proposals

1. **The CUPE 3903 Unit 3 policy grievances of August 13, 2020 and ~~September 1, 2020~~ are is withdrawn on a without prejudice and without precedent basis.**
  
2. **LETTER OF UNDERSTANDING – GRADUATE ASSISTANT TRAINING FUND**
  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.
  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 \$140,000 will be transferred from the Graduate Assistant Bursary Fund to the Graduate Assistant Training Fund, thus reducing the Graduate Assistant Bursary Fund by \$140,000.
  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 full-time faculty member. The amount available in the GAT Fund in each year will be \$220,000 which will be made up of \$140,000 transferred from the Graduate Assistant Bursary Fund plus an additional \$80,000. Up to 40 individual allocations to full-time faculty members who make an application under this fund will be provided per contract year with a value of \$5,500.
  4. In order to receive GAT Funds a full-time faculty member must:
    - a. Be in receipt of external research funding;
    - b. Commit to hiring a Graduate Assistant in order to have GAT Funds provisionally identified for their use; and
    - c. Have executed a contract for a Graduate Assistant in order to receive the GAT Funds.
  5. The University will provide CUPE 3903 Unit 3 with a report on GAT Fund allocations by no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer terms, commencing on November 1, 2021.
  6. The GAT Fund shall be administered by the Faculty of Graduate Studies and the Faculty Relations Office, which have established a non-competitive equitable process for the



distribution of the GAT Fund in accordance with the criteria for receiving funds per Paragraph 4 a, b and c above.

The allocation process is as follows:

- a. An invitation to apply for the GAT Fund will be issued from the Faculty of Graduate Studies ("FGS") to all full-time faculty members with the advice that the GAT Fund is first come, first serve.
  - b. Full-time faculty members will be required to complete an application form and submit the form to FGS.
  - c. FGS will review applications for eligibility.
  - d. Successful applicants shall execute a contract for a Graduate Assistant.
  - e. Following the execution of the contract between the successful applicant and the Graduate Assistant, FGS shall transfer funds to the successful applicant.
7. 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.~~
  8. In each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023 the parties may agree to increase the value of each individual incentive (i.e., above \$5,500) using unspent GAT Funds from previous years, including from the 2017-20 collective agreement.
  9. GAT Funds will not be used to offset the cost of a GAship offered as a workplace accommodation.
  10. 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

### **3. Article 3.05 Classification of Bargaining Unit Work**

3.05 To administer the collective agreement in accordance with Article 3.01, the Faculty of Graduate Studies (FGS) will take proactive steps to advise full-time faculty members that employment relationships as described at Article 3.01 and subject to the Clarity Note define employment at Article 3.01, are employment relationships in which the position is within in the CUPE 3903 Unit 3 bargaining unit. The proactive steps undertaken by the FGS will include but

are not limited to the issuance of consistent and clear messaging on the University website and direct communications with full-time faculty members with respect to the classification of bargaining unit work. In particular, the Faculty of Graduate Studies will communicate annually in writing to all full-time faculty members in order to draw to their attention Article 3.01 and the process for hiring Graduate Assistants under the collective agreement.

**4. Article 22**

**22 CUPE 3903 Benefit Fund**

~~On each of September 1, 2018 and September 1, 2019, Effective September 1, 2021,~~ and every 12 months thereafter, the Employer agrees to contribute ~~will provide to CUPE 3903 a total amount of \$220,000~~ to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. Allocations from the Fund will be made by the Union. An Annual Report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30<sup>th</sup> of each year.

**5. Article 16.20**

**16.20** An employee may request and take a domestic, sexual and/or gender-based violence leave where they or their dependent child experiences or is threatened with domestic, ~~or~~ sexual and/or gender-based violence. This leave will be to allow the employee to seek medical attention, counselling, victim and support services, legal assistance or to relocate. The employee, if requested to do so, will provide reasonable proof signed by a qualified practitioner.

Upon approval of such a leave the employee will be entitled to a paid leave of up to six-thirty-fifths and the total leave may extend for up to the duration of the academic term. The details or extent of the violence threatened or experienced need not be disclosed to the Employer and the Employer will maintain confidentiality regarding the nature of the employee's leave. In the case of an extended absence beyond ten (10) days, the employee to the best of their ability, shall keep their supervisor informed of the anticipated date of the employee's return

**6. Article 4.03**

**4.03 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT**

4.03.1 The union and the employer recognize the right of employees to work in an environment free from sexual, gender and gender identity harassment, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that sexual, gender and gender identity harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in **their** ~~her~~ student status or employment status as result of suffering work-related sexual, gender or gender identity harassment. In keeping with this objective the parties agree:

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

The employer further agrees:

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

## **7. Article 4.04**

Revise Article 4.04 *Racial and Ethnic Harassment* to update name from Centre for Human Rights to Centre for Human Rights, Equity and Inclusion, and position title from Director to Executive Director.

## **8. Article 15.03 and Appendix D: Graduate Assistant Workload Form**

Revise Article 15.03 and Appendix D: Graduate Assistant Workload Form to provide up to 5 hours for mandatory Occupational Health and Safety and AODA training and Sexual Violence training within the 270 hours of a full GA assignment:

**15.03 TRAINING OR ORIENTATION**

Any Employer-required training or orientation shall be included in the hours specified in Article 15.02 above and normally shall take place during the period of time that the employee holds the position. Such training may include up to five (5) hours of mandatory Occupational Health and Safety and AODA training, and Sexual Violence training. Where the Employer is requiring that an employee attend training or orientation, the employee will be provided with timely, advance notice.

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**APPENDIX D – GRADUATE ASSISTANT WORKLOAD FORM**

**GRADUATE ASSISTANTSHIP WORKLOAD FORM**

(Per Article 15.02)

(Original to Graduate Assistant, Copy to Assistantship Supervisor and CUPE 3903)

\_\_\_\_\_  
**Graduate Assistant**

\_\_\_\_\_  
**Graduate Program**

\_\_\_\_\_  
**Assistantship Supervisor, Faculty, Department**

**Responsibilities:**

(may include, but are not limited to, research, administration, clerical, meeting/communication and/or training/orientation, including up to 5 hours of mandatory Occupational Health and Safety and AODA training, and Sexual Violence training)

...

**9. Article 14.02**

14.02 The Employer undertakes in consultation with the Union to provide the Union with information pertinent to the operations of the University and relevant to the bargaining unit, including, but not limited to, the following:

- (i) The electronic transfer, updated by 1 November each year, for current

fall/winter assistantships, by 1 March each year, for winter appointments,  
~~with intermittent updates, as practicable~~ and by July 1 for summer  
assistantships and with intermittent updates, as practicable, of a data set of  
assistantships of bargaining unit members containing the following  
information for each assistantship:

payroll number  
name  
address (as contained on the Payroll file)  
telephone number (as available on the Payroll file)  
Email address  
~~sex~~

...

**10. Article 10.10(2)(a)**

**10.10 (2) DRUG & PARAMEDICAL SERVICES PLAN**

- (a) The employer shall contribute toward the yearly administration cost and claims under an ASO Group Drug & Paramedical Services Plan for each employee.
- (b) The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of her Appointment Contract(s). Effective September 1, 2015, the Employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of her Appointment Contract(s).
- (c) All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

**11. Article 21**

There will be no diminution in the per employee amount in the funds listed below during the term of this collective agreement as a result of an increase in the number of employees in the bargaining unit as at October 1, 2020 and October 1, 2021 and October 1, 2022. Growth in the number of employees will be measured on the basis of a two collective agreement lag using October 1 as the date; For the 2020-2023 collective agreement, growth in the number of employees will therefore be measured on the basis of the number of employees as of October 1, 2014. In the case of the funds below where such is indicated, the basis on which growth in the number of employees will be measured is the growth in the number of employees who are

eligible to use the funds.

As an example of how this Article will apply, if the per employee amount available is \$10 based on 100 employees as of October 1, 2008 and the number of employees increases to 110 as of October 1, 2011, the fund will be supplemented by \$100 in the 2011-2012 year of the Collective Agreement. If the number of employees is 90 as of October 1, 2012, no supplement will be required and the fund will be \$1000.

- Funds:
- Article 15.09.1 and 15.09.2 Childcare Subsidies
- Article 18 – Ways & Means Fund
- Article 19 – Professional Development Fund
- Article 20 – GA Bursary Fund
- Article 23 – UHIP Fund (based on number of international students in the Unit 1 and 3 bargaining units)

In cases where a fund is scheduled to be increased by an amount separate from the application of this Article, the fund protection provisions of the Article will be applied to the fund prior to the scheduled increase. For example, if a fund were scheduled to be increased to \$200 but would otherwise be supplemented by \$10 through the application of the fund protection provisions of this Article, the fund would first be increased by \$10 before the scheduled increase to take the fund to \$210.

## **12. Article 10.08**

GA FINANCIAL ASSISTANCE Beginning in the fall of 2016, all members of the bargaining unit who are domestic students shall receive \$708 in the fall and winter terms. Effective in the fall of 2017 all employees in the bargaining unit shall receive \$723 in the fall and winter terms; beginning in the Fall of 2018 this amount will increase to \$739; and beginning in the fall of 2019, this amount will increase to \$756. . Beginning in the fall of 2016 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$888 in the fall and winter terms. Effective in the fall of 2017 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$907 in the fall and winter terms; beginning in the fall of 2018 this amount will increase to \$927; and beginning in the fall of 2019 this amount will increase to \$948. All members of the bargaining unit who are international students shall receive \$1085 beginning in the fall of 2016. Effective fall of 2017 all employees in the bargaining unit who are international students shall receive \$1108 in the fall and winter terms; beginning in the fall of 2018 this amount will increase to \$1132; and beginning in the fall of 2019 this amount will increase to \$1158. Starting in the Fall of 2016 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive \$1295 in the fall and winter terms. Beginning in the fall of 2017 all employees in the bargaining unit who are international students and who in the previous

academic year had a GAship shall receive \$1322 in the fall and winter terms; beginning in the fall of 2018 this amount shall increase to \$1351; and beginning in the fall of 2019 this amount will increase to \$1382. Employees in the Unit 1 bargaining unit receive any graduate financial assistance through the Unit 1 collective agreement and accordingly are not eligible for any Unit 3 GA financial assistance under this Article. The Faculty of Graduate Studies will make best efforts to post the financial assistance to students' accounts within six weeks of the start of the relevant term.

Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies shall post the GA Financial Assistance monies to a student's account by no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term.

### **13. Letter of Intent #1**

Effective September 1, 2014, in the event that graduate tuition fees (except MBA, IMBA, MPA, part-time LLM students, MHRM and MDes and other professional programs as may be approved) and/or administrative or ancillary fees (hereafter collectively "fees") are increased above the Board of Governors approved rates for domestic and visa students as of September 1, 2012, any employees in the bargaining unit who are registered full time and pay the higher fees will receive funding in an amount equivalent to the fee increase in order that their net income from salary, including negotiated salary increases, is not offset by fee increase. Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies shall post the monies in connection with this funding to a student's account by no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term. Such funding shall not include the increases to Graduate Financial Assistance ("GFA") in the collective agreement and shall be a dedicated amount of additional funding from the University as required to fully cover the fee increase. The amount of any funding covering a fee increase shall be posted to student accounts and treated as if it was an additional amount of GFA that does not require the performance of work in exchange for the additional funding.

### **14. Article 10.10.4**

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).

Information about vision, extended health care and dental benefits can be accessed at the following website:

[http://www.yorku.ca/hr/documents/benefits/CUPE\\_3903\\_Benefits\\_Active.pdf](http://www.yorku.ca/hr/documents/benefits/CUPE_3903_Benefits_Active.pdf)

<https://retire.info.yorku.ca/files/2019/11/cupe-3903-unit-1-2-3-and-4-active-2019.pdf?x89967>

### **Other Proposals – Albertyn Discussions**

#### **1. Article 5.04 – Employment Equity Committee**

*Replace existing 5.04 with the following, and renumber accordingly.*

##### 5.03.1 Employment Equity Committee

- (a) The Union and the Employer agree to continue to maintain an Employment Equity Committee, which will consist of three representatives of each party, including a senior designate of the Office of the Vice-President Equity, People and Culture and the CUPE 3903 Equity Officer. The Committee may invite additional participants. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. Where possible, Equity Groups identified in Article 5.03.3 may be included among the representatives.
- (b) The Employment Equity Committee's mandate will include setting goals and timetables for the elimination of discriminatory practices and systemic barriers to equal opportunity. Issues to be addressed will include recruitment of employees, selection procedures, job postings, Employer required and provided training, salaries and benefits, and working conditions (including accommodation for persons with disabilities).
- (c) Further to its mandate as set out at Article 5.03.1 (b) above, the Employment Equity Committee in consultation with the parties, will review and make recommendations in respect of the Employment Equity Plan for approval by the Parties. The Employment Equity Plan will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of Equity Groups as defined at 5.03.3(a)
- (d) By March 1 each year the Employment Equity Committee shall report to the Labour Management Committee on its activities and provide any recommendations for the consideration of the Labour Management Committee.
- (e) Pursuant to its mandate, the Employment Equity Committee will have access to the non-confidential findings of Internal Self-identification Representation Data defined in Article 5.03.3(e) below. The Internal Self-Identification Data will be



correlated with employment-related information, including number of positions held, position type, and salaries for purposes of reporting to the Employment Equity Committee.

- (f) Pursuant to its mandate, the Employment Equity Committee may have regard to other sources of external data to review representation thresholds, including the General Workforce Population Equity Group Data in Article 5.03.3(d).<sup>1</sup>
- (g) Pursuant to its mandate given representation thresholds achieved within the bargaining unit, the Employment Equity Committee may consider whether to recommend to the parties and recommend, as part of its annual review of the Employment Equity Plan, that the parties aim for a higher goal than currently prevails.
- (h) ~~Intentionally Deleted Applicable only to Unit 2 The Employment Equity Committee may review the appointment process set out in Article 12.04 of the Unit 2 collective agreement, and make such recommendations to the parties as it considers appropriate.~~
- (i) All data handled by the Employment Equity Committee will be in accordance with relevant privacy statutes.
- (j) Where issues of interpretation, data or process arise, the parties will review these at the Employment Equity Committee.

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<sup>1</sup> The parties acknowledge, solely for the purpose of the deliberations of the Employment Equity Committee, the following current data from reports commissioned by Statistics Canada or from the City of Toronto, provided by the Union, and for the General Workforce Population Equity Groups by Statistics Canada:

for Canada as a whole (and for General Workforce Population Equity Groups):

- a. Women: 50.4% (48.2%)
- b. Racialized people: 22.3% (21.3%)
- c. Indigenous Peoples: 4.9% (4.0%)
- d. Persons with disabilities: 22% (9.1%)
- e. 2SLGBTQIA+ (Homosexual and Bisexual): 3%

for Toronto (and for General Workplace Population Equity Groups):

- a. Women: 52% (48.7%)
- b. Racialized people: 52% (48.8%)
- c. Indigenous Peoples: 1% (0.8%)
- d. Persons with disabilities: 24.3%
- e. 2SLGBTQIA+: 4-5%

The Employment Equity Committee may obtain additional data particularly with respect to d. and e. above.

### 5.03.2 Terminology and Pronoun Use

- (a) The collective agreement has been amended to reflect 2SLGBTQIA+ throughout.
- (b) Throughout the collective agreement, the parties have adopted the pronoun “they” to represent the singular in place of *she* and *he*.

### 5.03.3 Definitions

#### (a) Equity Groups

For the purposes of the Collective Agreement, Equity Groups are defined as:

- (i) Federal Contractor Program (FCP) Equity Groups: women, racialized groups (visible minorities) (“racialized”), Indigenous peoples (Aboriginal peoples) (“Indigenous”), and persons with disabilities; and

#### (ii) 2SLGBTQIA+

Note: The parties have defined 2SLGBTQIA+ as an Equity Group under the collective agreement and wish to remove any employment barriers and barriers for employees who self-identify as 2SLGBTQIA+. The implementation of 2SLGBTQIA+ as an Equity Group within the Collective Agreement will not interfere with the Employer’s Federal Contractor Program obligations or its collection of Internal Self-Identification Representation Data.

#### (b) Intersectionality

For the purposes of the Collective Agreement, Intersectionality means the classification of self-identification information for employment equity purposes, considering combinations of two or more of the Equity Groups.<sup>2</sup>

#### (c) External Availability Data

For the purposes of the Collective Agreement, External Availability Data refers to the most recent Statistics Canada data for FCP Equity Groups by occupation

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<sup>2</sup> As background: Intersectionality is a way of acknowledging that there are multiple interlocking systems of power, privilege, and experiences of systemic discrimination based on race, gender, sexual identification, class, disability, etc. Most people are in multiple social categories and may have lived experiences of multiple forms of systemic discrimination. Intersectional analysis allows the parties to understand variations in the experience of inequality and privilege. An intersectional approach involves the Employer and the Union taking responsibility for workplace equity. This is consistent with the Ontario Human Rights Commission’s approach to analysis that assumes an individual’s experiences are based on multiple identities that can be linked to more than one ground of discrimination.

for Canada as a whole or for Toronto, as the case may be.

(d) General Workforce Population Equity Group Data

The most recent available Statistics Canada data for FCP Equity Groups without regard to occupation for Canada as a whole and for Toronto, as the case may be.

(e) Internal Self-identification Representation Data

For the purposes of the Collective Agreement, Internal Self-identification Representation Data refers to the self-identification data collected via self-identification surveys of current employees conducted by the Office of the Vice-President Equity, People and Culture on a regular basis and Applicant Self-Identification Data defined below in (f).

(f) Applicant Self-Identification Data

For the purposes of the Collective Agreement, Applicant Self-Identification Data refers to the data the Employer collects from the self-identification form that applicants may complete in an application or selection process.

#### 5.0.3.4 Use and Reporting of Data

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

(a) External Availability Data.

(b) Internal Self-identification Representation Data for the most recent consecutive three contract years for which the data is available as of the November 1 preceding the contract year for which appointment decisions will be made.

(c) Internal Self-identification Representation Data available as of November 1 each year correlated with employment-related information, including number of positions held, position type, and salaries, per Article 5.03.1(d).

(d) Applicant Self-Identification Data pertaining to the appointment and selection procedures pursuant to Article 5.04.1 below.

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

(a) By December 1 each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-identification Representation Data broken down by department and faculty for the most recent consecutive three

contract years for which the data is available as of the immediately preceding November 1, per Article 5.03.4(a)(ii).

Internal Self-Representation Data will be provided for individual academic units with 10 or more contract faculty members over the reporting period. For academic units with fewer than 10 contract faculty over the reporting period, the University will provide confirmation of whether that unit is below or has met the equity goal of fair representation for Equity Groups. Subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, for academic units with fewer than 10 contract faculty over the reporting period, Self-Representation Data will be provided for the Faculty as a whole, which serves as the basis for determining underrepresentation in these units per Article 5.04.4(b) below.

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

- (3) The Employment Equity Committee may ask for specific analyses in respect of the Internal Self-Identification Representation Data to support its activities. Such requests will not be unreasonably denied, taking into account availability of resources and/or costs that may be involved.

#### 5.03.4 Underrepresentation

##### Representation Thresholds

Unless otherwise agreed upon and, in order not to interfere with the Employer's FCP obligations, where the representation percentages are not lower than those for the FCP Equity Groups in the External Availability Data for Canada as a whole, underrepresentation shall be understood to mean fewer employees who identify as belonging to one or more of the Equity Groups than the External Availability Data for Toronto.

Informed by this understanding of underrepresentation, the representation thresholds for the FCP Equity Groups current as of March 1, 2021 are as follows:

Women: 56.4%

Racialized: 52.2%

Indigenous: 1.8%

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

- 5.04.5 Whereas most Graduate Assistant positions are not posted by a hiring unit but rather by an individual researcher / Principal Investigator, in those cases where a hiring unit posts multiple GA positions the following will apply. Where all other factors and qualifications are equal, preference will be provided to an applicant who ~~is a member of~~ self-identifies as a member of one or more an Equity Groups. ~~the appointment will be~~

**Schedule "D"**

**Letter of Understanding**

**Between**

**CUPE 3903 ("Union")**

**And**

**York University ("the University")**

**RE: Safe Return to Work in the Context of COVID-19**

Whereas the University is engaged in ongoing planning for the phased return to campus following the easing of COVID-19 pandemic-related restrictions.

And whereas the Province of Ontario "the Province" will enter ~~entered~~ Step 2 3 of its "Roadmap to Reopen" on ~~June 30~~ July 16, 2021.

And whereas the University does not anticipate the regulatory framework (O. Reg 488520/21: Rules for Areas in Step 23) will result in any substantive change to the in-person teaching planned for the Summer 2021 term.

And whereas, although the Province will allow for larger capacity limits for in-person instructional activities, the University will not alter the structure or form of those courses that have been approved for Summer 2021 in the middle of the term.

And whereas, the University anticipates further guidance from the Ministry of Colleges and Universities (MCU) applicable to return to campus for the 2021-2022 academic year and is expected for ~~early~~ July for the post-secondary sector in Ontario.

And whereas, this guidance from MCU will be instrumental for the ongoing Fall and Winter 2021-2022 planning efforts as the University anticipates that recommendations about physical distancing and capacity limits, along with other issues (e.g., any potential travel restrictions for international students) will be provided.

And whereas the University will support Employees working on campus with ventilation systems circulating fresh air in accordance with the latest recommendations and guidance set by the American Society of Heating, Refrigerating and Air-Conditioning Engineers.

And whereas, the University will continue to observe all applicable public health guidelines as determined by the Province and by Toronto Public Health and the guidelines from any MCU communication.

And whereas, the University will continue to comply with all required municipal bylaws and provincial orders, including those that pertain to physical distancing, capacity limits for indoor/outdoor gatherings and events, screening, and the mask and face covering mandate.

And whereas the University is adopting appropriate measures and is engaged in robust and ongoing planning for a safe and healthy phased return to campus, as regularly communicated to the York community through the University's Better Together website.

Therefore, the Parties agree that:

- 1) This Letter of Understanding is reached in relation to the unique circumstances of the phased return to campus following the easing of COVID-19 pandemic-related restrictions and is without prejudice and without precedent to any and all future matters between the parties. For greater clarity, neither party shall seek to rely upon any term of this Letter of Understanding or any practice arising from the implementation of this Letter of Understanding in any other matter between the parties with respect to the interpretation of any collective agreement provision.
- 2) In light of the evolving circumstances related to the safe and healthy phased return to campus following the easing of COVID-19 pandemic-related restrictions a joint committee of up to six (6) representatives from both the Union's Executive and the Employer will meet in the monthly following the signing of this agreement, and will be scheduled to meet monthly over the Summer 2021 and Fall 2021 term to discuss the with the purpose of engaging in discussions related to the phased return to campus.
- 3) Employees who require medical and/or family status accommodation relating to the phased return to campus may seek accommodation in accordance with university processes (<https://fr.info.yorku.ca/cupe-3903/>) supported by the Employee Well-Being Office.
- 4) In order for CUPE 3903 to assist employees in the CUPE 3903 bargaining units with a safe return to work in the context of COVID-19, including those employees who require medical and/or family status accommodation, the Employer agrees to pay the union by August 15, 2021, the equivalent of the salary of one course director.
- 5) Nothing herein displaces any rights or responsibilities under the Occupational Health and Safety Act.