

July 1, 2021 4pm - Employer Without Prejudice or Precedent Comprehensive Proposal for Settlement Only – Open for acceptance until 11:59 pm on Friday, July 09, 2021

IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT FOR UNIT 1

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 1**

1. This Memorandum of Settlement is tabled without prejudice to the employer’s tabling of amended proposals in the course of collective bargaining from July 1 – July 4, 2021.
2. The term of the renewal collective agreement shall be from the date of ratification to August 31, 2023 and shall have no retroactive effect whatsoever other than as expressly set out herein.
3. Immediately following ratification of the renewal Collective Agreement, \$80,000 shall be transferred from the Professional Development Fund to the Ways and Means Fund on a one-time, without prejudice or precedent basis.
4. 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.

5. Upon ratification of the renewal Collective Agreement the Letter of Understanding at Schedule "D" will be implemented according to the terms therein.
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 All other proposals not included in this Memorandum of Settlement are withdrawn.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.

Dated in Toronto on July _____ 2021

For the Union:

For the Employer:

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

Agreed Items Signed by the Parties

1. **Article 15.17 – Sign Off on Agreed to Language**

15.17 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 30th of each year.

2. **Article 15.29 – Sign Off on Agreed to Language**

15.29 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 10.01.1 - Sign Off on Agreed to Language**

ARTICLE 10 – POSITIONS AND RATES OF PAY

10.01.1 The parties recognize that the employer wishes to provide teaching opportunities for full-time graduate students. Such students will normally be employed

in tutor 1, tutor 2, tutor 3, tutor 4, tutor 6, tutor 7, or writing instructor positions. However, the employer reserves the right to appoint such students to no more than fifty fifty-five (55) course director positions (not including any course director positions to which full-time graduate students are appointed when there have been no suitably qualified candidates with applicable prior experience in Unit 2 for course director positions originally posted in Unit 2) during any twelve-month period ending 31 August. ~~Further, the employer reserves the right to appoint such students to an as yet undetermined number of additional positions in the Faculty of Education which will be based on the number of "net new" course director positions in the faculty, subject to a process to be worked out between the parties via the Labour/Management Committee. In the event that either the Faculty of Environmental Studies or the Faculty of Education does not use all of their allotted positions, they will not be transferable to, nor can they be borrowed by, other Faculties.~~ In identifying courses to be made available as ticketed course opportunities, hiring units will give first consideration to courses that were not taught by an employee in the Unit 2 bargaining unit in the immediately preceding contract year.

Notwithstanding Article 10.01.2, the employer further reserves the right to appoint such students to additional positions equal to one-third of the number of Research release-time stipends granted each year to holders of SSHRC Research Grants. If a hiring unit has an even number of research release-time stipends in a single year, the ratio shall be achieved by averaging the positions over two or more years.

The Administration will ensure – and verify through report – that released courses are being distributed on the basis of one Unit 1 ticket for each group of two Unit 2 replacement appointments. The courses filled must have been taught in the previous year by a faculty member on release, or by a faculty member now taking on courses of released colleagues, or courses that the faculty member on leave had been scheduled to teach. These Unit 1 tickets shall not exceed the fore noted ratio. The Administration will report as soon as the grants are accepted and again, when the appointments begin.

Effective 2015-16 the ticket application process is as follows:

- (i) PhD students wishing to apply for a ticketed course directorship will do so by January 31st using the standard Application for Teaching Assistantship Positions in Appendix F.
- (ii) Applications for ticketed course directorships will additionally include, along with the Application Form in Appendix F:
 - a. A letter indicating the applicant's interest in teaching a course; how teaching a course fits with the applicant's future career aspirations; the subject matter the applicant is most qualified to teach; and the term or terms in which the applicant would be available to teach the course;

- b. A statement from the applicant's supervisor indicating a ticketed course director position at this stage is appropriate and will not negatively affect the applicant's progress in the Program.
- c. Units may also require references from one or more course directors for whom the applicant has served as a teaching assistant.

Units may wish to provide additional guidance regarding item (ii)(a) above; such additional guidance will be communicated by the Unit to potential applicants.

- (iii) Programs will identify the potential ticketed course opportunities and will communicate the list of opportunities to applicants by no later than April 1. If the Program will have no ticketed course directorship opportunities, it will advise the applicants by no later than April 1. Applicants may indicate their preference for a specific opportunity by April 15.
- (iv) Applicants will be assessed ~~and ranked~~ on the basis of their applications. Units may optionally include an interview process; if an interview process is included, the interview process and its role in the applicant assessment will be communicated to applicants. In all cases, appointment decisions will be communicated to applicants by May 15.
- (v) Preference for appointments to ticketed course directorships will first be given to applicants in their upper years (year 4 and up) with the least prior experience as a ticketed course director. Units may ~~establish their own eligibility criteria with respect to year or years of program and/or also consider progress toward program completion among upper-year applicants;~~ any such ~~criteria consideration~~ will be communicated by the Unit to potential applicants.
- (vi) A minimum of two ticketed courses directorships will be made available to each faculty to ensure the equitable availability of ticketed course directorships among those faculties who may wish to use ticketed courses directorships.
- (vii) Giving preference first to qualified applicants in their upper years per (v) above, a minimum of 50% of the ticketed course directorships at the faculty level will be prioritized in each contract year for qualified applicants who self-identify as a member of one or more of the Equity Groups, as follows:
 - (a) A minimum of 50% of the Equity Group-prioritized ticketed course directorships will be further prioritized for qualified applicants who self-identify as Indigenous or racialized:

- (b) In selecting between or among two or more qualified applicants who self-identify as Indigenous or racialized or between or among two or more qualified applicants who self-identify as other than Indigenous or racialized first priority will be given to applicants who self-identify as a member of two or more Equity Groups.

- (viii) Where there are no qualified applicants who self-identify as a member of an Equity Group, the ticketed course directorship will be awarded as set out in sections (iv-v) above.

**Schedule "B" to Memorandum of Settlement for A Renewal Collective Agreement
Proposals Regarding Salary, Grant-In-Aid, Graduate Financial Assistance and Collective
Agreement Funds**

1. Article 10.04.1 (Salary Rates) and Article 15.04.1 (Authorized Replacement)

Increase salary rates and authorized replacement rates by 1%

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

2. Article 10.03.1 (Grant-In-Aid)

Increase Grant-In-Aid by 1%

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

3. Article 10.12 (Graduate Financial Assistance)

Increase Graduate Financial Assistance in amount equivalent to 1%

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

4. Collective Agreement Funds

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

Article 15.13.4	Childcare Fund
Article 15.14	Graduate Student Bursary Fund
Article 15.16	Professional Development Fund
Article 15.20	UHIP Fund
Article 15.22	Equity Fund
Article 15.27	CUPE 3903 Benefits Fund
Article 20	Ways and Means Fund
Letter of Intent 7	UHIP Fund for Visa Students

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

Other Proposals

1. Articles 12.06 and 12.07

12.06 NOTIFICATION OF APPLICANTS FOR POSITIONS

~~For appointment processes commencing subsequent to November 1, 2021, Each hiring unit shall post its hiring decisions, electronically in a location accessible to employees and the union, on the hiring unit's CUPE 3903 Bulletin Board the names of the persons offered/appointed to positions. Where practicable, this information will be posted in the hiring unit at least four weeks before the commencement of classes with a copy to the union. For summer positions such posted Notice will indicate which positions, if any, fulfil the employer's priority pool obligations.~~

12.07 WRITTEN OFFER OF APPOINTMENT

- 12.07.1 Appointments shall be made in writing by a letter or letters similar to the "Offer of Appointment" form contained in Appendix B. The employer shall send the appointee two copies of the "Offer of Appointment." If the appointee accepts the offer, one copy shall be signed and returned to the hiring unit, and the other will be retained by the appointee. A Revenue Canada TD1 form shall be included with the first "Offer of Appointment" sent to an employee for each academic session.
- 12.07.2 ~~(i) When practicable, course directors shall be advised in writing of appointments two months prior to the beginning of the term in which the course will be offered in order to allow adequate preparation time~~ offers of appointment for the Fall/Winter session will be issued by July 7, including ticketed course directorships.
- ~~(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.~~
- ~~(ii) When practicable, offers of appointment for the Winter session will be made by December 1, including ticketed course directorships.~~
- ~~(iii) When practicable, offers of appointment for the Summer Session will be made by April 1, including ticketed course directorships.~~
- 12.07.3 Candidates must confirm their acceptance of an offer of appointment within ten working days, at which time the offer will expire. Expired offers

will be deemed to be declined offers for the purposes of the priority pool and right of first refusal provisions in Articles 12.03 and 12.05 respectively.

12.07.4 Where the deadlines in 12.07.2 and 12.07.3 above are met and the Employer does not process the first month's salary on a regular pay date in the initial month of the contract, it will issue an off-cycle payment as soon as practicable thereafter.

12.07.5 CANCELLATION OF APPOINTMENTS

When a position which has been offered in writing is cancelled for reasons of insufficient enrolment in the course in question, and no assistantship of equivalent monetary value is found for the employee, she shall receive one-eighth of the salary for the position as severance pay. When a position which has been offered in writing is cancelled for any other reason, and no assistantship of equivalent monetary value is found for the employee, she shall receive two-fifths of the salary for the position as severance pay. Where the cancelled appointment had been allocated under the priority pool provisions of this agreement, an assistantship of equivalent monetary value shall be found for the employee.

APPENDIX "B" TA OFFER OF APPOINTMENT

...

If you accept this offer of appointment, please complete, sign, and return the attached copy of this form to me within five ten calendar working days. ~~(Any delay in responding may delay your first salary payment.)~~

2. **Article 15.13.4**

~~15.13.4 A Child Care Fund in the amount of \$260,000 will be made available in each of 2018-19 and 2019-2020. Effective September 1, 2021, and every 12 months thereafter, the Employer agrees to contribute \$260,000 to the Childcare Fund annually. Allocations from the Fund will be made by the Union. An Annual Report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.~~

3. **Article 15.27**

15.27 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 30th of each year.~~

4. Article 17.21

17.21 DOMESTIC, / SEXUAL, AND/OR GENDER-BASED VIOLENCE LEAVE

An employee may request and take a domestic, sexual and/or gender-based violence leave where they or their 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

5. Article 4.03 (4.03.1)

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 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 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 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.

6. Articles 4.03 (4.03.6, 4.03.8 and 4.03.11) and 4.04

Revise clauses in Article 4.03 *Sexual, Gender and Gender Identity Harassment* and clauses in Article 4.04 *Racial and Ethnic Harassment* to more clearly harmonize the applicable grievance procedures with the University's procedures for dealing with such complaints:

4.03 Sexual, Gender and Gender Identity Harassment, Racial and Ethnic Harassment

...

- 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 Executive Director from the York University Centre for Human Rights, Equity and Inclusion (the Centre).

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

...

4.03.8 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.

...

4.03.11 Grievance Response and Redress

Within ~~fourteen (14)~~ twenty (20) calendar working days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:

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

...

~~4.04 — Racial and Ethnic Harassment~~

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~~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).~~

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

...

~~4.04.8 — 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.~~

...

~~4.04.11 Grievance Response and Redress~~

~~Within fourteen (14) twenty (20) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:~~

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

7. Article 10.02

Revise Article 10.02.2(ii) and Appendix A: TA Workload Form to provide for up to 5 hours of mandatory Occupational Health and Safety and AODA training within the 270 hours of a full TA assignment:

- 10.02.2 (i) All work of a teaching assistant assigned and/or approved by the course supervisor shall be included in the hours noted above. This work may include, but is not limited to, preparation for classes, preparation of written or audio-visual materials, attending lectures, teaching, leading discussions and supervising laboratories, rating students' work, holding office hours, consulting with students, invigilation of tests and exams, writing and grading tests, examinations and lab sets, grading essays, term papers and problem sets, setting up experiments, conducting field trips, and conferring with the supervisor as required by the teaching assistant's teaching duties.
- (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 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. 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.

Lecturing			
Email other than as described above			
Other (Please Detail)			
Total Hours (Max. 270/Full TAship)			

1st MEETING DATE: _____

2nd MEETING DATE: _____

8. Appendix F: Application for Teaching Assistantship

Effective November 1, 2021 revise Unit 1 Blanket Application to add the opportunity for applicants to add the pronouns by which to refer to them and to insert the University's current self-identification survey distributed to new and continuing employees on a confidential basis:

APPENDIX F
APPLICATION FOR A TEACHING ASSISTANTSHIP POSITION
YORK UNIVERSITY
UNIT 1

(If you are registered at York as a full-time graduate student)

NAME

TELEPHONE

Surname

Legal name

Preferred name

Pronouns

...

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.

~~Visible Minorities~~ ~~Aboriginal People~~ ~~Persons with Disabilities~~ ~~Women~~

Employee Number _____

Insert the University's Self-Identification Survey sent to new and continuing employees on a confidential basis:

A. Visible minorities (racialized) are persons, other than Aboriginal peoples, who are non-Caucasian in race or non-white in colour, regardless of birthplace.

Based on this definition, are you a visible minority (racialized)? Yes No

If yes, you are invited to check all that apply:

- Arab
- Black (e.g., African, American, Canadian Caribbean)
- Chinese
- Filipino
- Japanese
- Korean
- Non-White Latin American (including indigenous persons from Central and South America)
- Non-White West Asian (e.g., Iranian, Lebanese, Afghan)
- South Asian/East Indian (e.g., Bangladeshi, Pakistani, Indian from India, East Indian from Guyana, Trinidadian, Sri Lankan, East African)
- South East Asian (e.g., Burmese, Cambodian/Kampuchean, Laotian, Malaysian, Thai, Vietnamese, Indonesian)

B. Persons with disabilities are those that have a long-term or recurring physical, mental, sensory, psychiatric or learning impairment and who:

- a) consider themselves to be disadvantaged in employment by reason of that impairment, or
- 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.

Based on this definition, are you a person with a disability? Yes No

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.

Based on this definition, are you an Aboriginal (indigenous) person? Yes No

D. What is your gender identity?

Man Woman Trans* Gender Non-conforming

Trans* includes, for example trans, transgender, transsexual, genderqueer, two-spirit, trans woman, trans man, non-binary

10.16 DRUG & PARAMEDICAL SERVICES PLAN

- 10.16.1 The employer shall contribute toward the yearly administration cost and claims under an ASO Group Drug & Paramedical Services Plan for each employee.
- 10.16.2 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).
- 10.16.3 All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

11. Letter of Understanding re Article 10.02.2

Letter of Understanding - Professional Development for Teaching Assistants

The parties agree as follows:

1. Compensation will be provided to Teaching Assistants who have been assigned their first Teaching Assistantship plus up to 500 additional Teaching Assistants per contract year, who have been assigned a current or upcoming Teaching Assistantship, in an amount equivalent to the Marker/Grader rate for 5 hours once, upon the completion of the first-level Junior or Senior Record of Completion Certificate (the "Certificate") offered by the University's Teaching Commons, subject to the following:
 - (a) A Teaching Assistant must first obtain confirmation from their academic unit, for presentation to the Teaching Commons, that they have been assigned a current or upcoming Teaching Assistantship; and
 - (b) A Teaching Assistant must commence the Certificate offered by the University's Teaching Commons prior to or during their upcoming or current Teaching Assistantship and must, as determined by the Teaching Commons, complete their Certificate in the same academic year in which they commenced their work towards the Certificate.
2. To receive the payment referenced at Paragraph 1 above, a Teaching Assistant will present the Certificate to their academic unit. Payment will be provided upon either:
 - (a) commencement of the first appointment following completion of the Certificate in the initial regular monthly payroll of the appointment; or
 - (b) During the appointment in which the Teaching Assistant completes the Certificate provided that the Teaching Assistant presents the Certificate to their academic unit no later than the last day of the month that precedes the last month of their appointment.

3. Neither a Teaching Assistant's participation in nor payment for completion of the Certificate shall form part of the employer-required training as set out in Article 10.02(ii) of the Collective Agreement. Participation in the Certificate per this Letter of Understanding is voluntary.
4. Participation in the Certificate of Completion program will remain outside the scope of the bargaining unit and the Collective Agreement.
5. No Teaching Assistant, up to the maximum set out in Paragraph 1, will be denied the opportunity to complete their Record of Completion Certificate on the basis of space availability in the workshops required for completion of the Certificate, so long as they complete their first workshop towards the completion of a certificate by January 31.
- ~~6. This Letter of Understanding shall be placed in the 2020-23 collective agreement booklet and shall form part of the 2020-23 collective agreement. It will expire with the commencement of the renewal collective agreement following the 2020-23 collective agreement and shall be removed from the collective agreement booklet for the renewal collective agreement unless this Letter of Understanding is renewed by the parties.~~

Other Proposals – Albertyn Discussions

1. **Article 5.03 – Employment Equity Committee**
Revise as applicable based on Unit 2 discussions with Albertyn

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” entered Step 2 of its “Roadmap to Reopen” on June 30, 2021.

And whereas the University does not anticipate the regulatory framework (O. Reg 488/21: Rules for Areas in Step 2) will result in any substantive change to the in-person teaching planned for the Summer 2021 term.

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 for a safe and healthy phased return to campus.

Therefore, the Parties agree that:

- 1) Up to six (6) representatives from both the Union's Executive and the Employer, will meet in the month following the signing of this agreement, and will be scheduled to meet monthly over the Summer 2021 and Fall 2021 term with the purpose of engaging in discussions related to the phased return to campus.

- 2) Employees who require medical and/or family status accommodation relating to the phased return to campus may seek accommodation in accordance with university processes supported by the Employee Well-Being Office.