

February 15, 2024, Employer Without Prejudice or Precedent Framework for Settlement

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

BETWEEN:

YORK UNIVERSITY

(the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903

(the "Union")

**MEMORANDUM OF SETTLEMENT FOR A RENEWAL
COLLECTIVE AGREEMENT – UNIT 2**

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 All other proposals not included in the final form of this Memorandum of Settlement are withdrawn.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

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

Proposal Regarding Bill 124 Wage Re-Opener

1. The University is seeking mutual agreement on any Bill 124 re-opener issues for the 3-year moderation period from September 1, 2020, to August 31, 2023, in the context of negotiations for a multi-year renewal collective agreement on compensation issues from September 1, 2023, onward.
2. CUPE 3903 confirms its agreement that employees in the CUPE 3903 bargaining unit(s) should not receive double compensation or recovery of any nature or kind whatsoever for any alleged losses in compensation that are claimed as arising from or related in any way to Bill 124. Without limiting the generality of the foregoing, this means that if these discussions result in a ratified Memorandum of Settlement for a multi-year renewal collective agreement, CUPE 3903 will reimburse the University for any monies its members receive directly or indirectly from the Ontario government for lost or forgone compensation during the Bill 124 moderation period.
3. Should these discussions result in the ratification of a Memorandum of Settlement for a multi-year renewal collective agreement and in the event that Bill 124 is upheld at either the Ontario Court of Appeal or the Supreme Court of Canada, which results in Bill 124 having been or being in force and effect, the parties shall meet to determine the nature and extent of monies required to be repaid to the University by employees in the CUPE 3903 bargaining unit(s) to be compliant with Bill 124. If the parties are unable to reach agreement in this regard, Eli Gedalof will be seized as mediator, and if necessary, arbitrator, with respect to determining any remedies.
4. Effective September 1, 2022, an increase to Article 10.04.1 (Salary Rates) and Article 15.03.1 (Authorized Replacement) of ~~3.0~~ **3.75%**.
5. 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, 2022, up to the date of August 31, 2023. 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.

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

Proposals Regarding Salary and Collective Agreement Funds

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

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

- 3.0% effective September 1, 2023;
- ~~2.5~~ **2.75**% September 1, 2024;
- ~~2.0~~ **2.25**% September 1, 2025.

2. Collective Agreement Funds

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

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

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

Other Proposals

Agreement to all proposals in this Comprehensive Framework, including Schedules "A" and "B", is subject to agreement to all items that **will be** contained in Schedule "C".

Yellow highlights indicate new Employer counter proposals as of February 15, 2024.

Green highlights indicate Employer and Union agreed upon language as of February 15, 2024.

ARTICLE 1 – PURPOSE AND DEFINITIONS – Employer Counterproposal Feb 15, 2024

- 1.01 The general purpose of this agreement is to establish an orderly collective bargaining relationship between the employer and its employees represented by the union, to ensure the peaceful settlement of disputes and to set forth agreement covering rates of pay and other working conditions which shall supersede all previous agreements and arrangements between the employer and the employees represented by the union.
- 1.02 The Employees covered by this collective agreement shall be known as contract faculty.

1.03 Definitions

1.03.1 Definition of Day

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

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

ARTICLE 3.01 – EMPLOYEES REPRESENTED – November 24, 2023

- 3.01.1 The employer recognizes the union as the exclusive bargaining agent for all its employees employed in teaching, demonstrating, tutoring and marking, save and except:
- (1) All persons who are employed in the Faculty of Law, the Schulich School of Business, the Department of Administrative Studies in the Faculty of Liberal Arts and Professional Studies, the ~~Centre for~~ School of Continuing Studies Education or in courses intended primarily for students who are not registered in a degree credit program;
 - (2) All full-time graduate students registered at York University;
 - (3) All persons holding part-time appointments at or above the rank of lecturer;
 - (4) Persons whose salaries are paid from other than operating funds;
 - (5) Persons holding full-time academic appointments at the University;

- (6) Persons employed in a confidential labour relations capacity;
- (7) All persons engaged in graduate level teaching in the Faculty of Environmental and Urban Change Studies;
- (8) All retirees from the full-time faculty of York University whose terms and conditions of employment are governed by the terms of the YUFA collective agreement.

ARTICLE 4 – DISCRIMINATION AND HARASSMENT – Employer Counter Proposal Feb 15, 2024.

4.01 DISCRIMINATION

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

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

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

4.02 HARASSMENT

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

4.03 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT

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

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

The employer further agrees:

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

4.03.2 Sexual Harassment shall be defined as:

- (i) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
- (ii) clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
- (iii) clearly expressed or implied threat of reprisal, actual reprisal, or the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance; and/or
- (iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work and/or study.

4.03.3 Gender Harassment shall be defined as repeated, offensive comments and/or actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) or a group and/or cause personal humiliation, on the basis of sexual orientation, gender or gender identity.

4.03.4 On receipt of a complaint of sexual and/or gender harassment from **or against** an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow **the**

University Human Rights Policy and Procedures (the "Procedures") to address the complaint <https://www.yorku.ca/secrotariat/policies/policies/human-rights-policy-and-procedures/> subject to the provisions of the Collective Agreement.

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

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

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

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

~~4.03.5 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the decision by the employee.~~

4.03.5 Separation of Complainant and ~~Alleged Harasser~~ Respondent

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

~~The Employer will communicate any remedial measures, including separation of the parties, in writing to both the complainant and respondent. It is understood that the Employer may revise the interim remedial measures as necessary throughout the investigation process and any such revisions will be communicated to the complainant and respondent. On the conclusion of an investigation, a decision will be made whether interim remedial measures put in place during the investigation will continue and/or whether new remedial measures will be enacted, subject to review appropriate to the circumstances, with such decision communicated to the complainant and respondent.~~

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

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

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

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

4.03.7 When the Employer receives a complaint ~~grievance is filed~~ as per Article 4.03.4 ~~6-20~~,

~~a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3003 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Director from the York University Centre for Human Rights (the Centre).~~ **the Employer will respond to the complaint in a manner consistent with the Procedures, subject to the provisions of the Collective Agreement.**

~~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.~~

~~4.03.7 Separation of Complainant and Alleged Harasser~~

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

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. Such an~~ **Should the complaint lead to an investigation, the investigation will proceed under the University's Procedures and the investigator will be appointed by the Employer, subject to any objection to the investigator by the complainant or respondent or the union(s) representing the complainant or respondent, based on a conflict of interest or prior involvement with the complaint. from a list of internal investigators agreed to by the Employer and the Union.**

4.03.9 Informal Resolution

If the ~~griever~~ **complainant** requests an informal resolution the following steps will be taken:

- (a) The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the ~~griever~~ **complainant** and the respondent are members and representatives of the Employer.
- (b) At any point in the process, ~~the griever either party may~~ **withdraw from the informal resolution process** ~~request mediation or a formal investigation.~~

4.03.10 Mediation

If the ~~griever~~ **complainant** requests **or agrees to** mediation, the following steps will be taken:

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) If both parties wish to participate, a mediator will be appointed **by the Employer. from among a panel of internal mediators agreed upon by the Employer and CUPE 3003.** Within fourteen ~~(14)~~ calendar days, **or as soon as reasonably possible thereafter, of the Employer ascertaining that the respondent would be willing to participate in a mediation process, of the initial grievance meeting** the mediator will then hold a meeting with the parties involved.
- (c) The parties to any such mediation will include the ~~griever~~ **complainant** and the

respondent, representatives of the union(s) of which each of the ~~griever~~ complainant and the respondent are members, and representatives of the Employer.

- (d) The outcome of the mediation will result in one of the following:
- (i) No resolution is reached and the ~~griever~~ complainant decides to withdraw the ~~grievance-complaint~~ and take no further action.
 - (ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
 - (iii) No resolution is reached and the ~~griever~~ complainant requests that the matter proceed to the ~~Formal Complaint and Investigation~~ stage.

4.03.11 ~~Complaint~~ Grievance Response and Redress

Within ~~fourteen (14)~~ twenty-eight calendar days of the receipt of the Investigation Report from a Formal Investigation, the Employer will respond in writing to the ~~griever complainant and respondent to indicate with~~:

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

4.03.12 Reprisal

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

4.03.13 Grievance Rights as per Article 6

Except as expressly limited in Article 4.03 above, Article 4.03 is not intended to extinguish the right to grieve as per Article 6 of the Collective Agreement.

4.04 RACIAL AND ETHNIC HARASSMENT

4.04.1 The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language ~~(subject to Article 12.01.7)~~, race, colour, ethnicity, ancestry, place of origin, nationality, and/or religion, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial and ethnic harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in their student status or employment status as a result of suffering work-related racial or ethnic harassment.

In keeping with this objective, the parties agree:

- (i) to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion.
- (ii) to co-operate with the Centre for Human Rights, Equity and Inclusion in the development of educational programs for CUPE 3903 members and contract administrators;
- (iii) to follow the procedures set forth in this article respecting the resolution of a

racial/ethnic harassment dispute.

The employer further agrees:

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

4.04.2 Racial/ethnic harassment shall be defined as:

- (i) offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or
- (ii) offensive physical gestures or abuse; and/or
- (iii) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
- (iv) continued differential treatment in the assignment of duties or responsibilities (subject to Article *12.01.7); and/or
- (v) any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to an individual and/or group(s) on the basis of native language (subject to Article *12.01.7), race, colour, ethnicity, ancestry, nationality, place of origin, and/or religion by a person(s) who knows or ought reasonably to know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.

4.04.3 On receipt of a complaint of sexual and/or gender harassment from ~~or against~~ an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow **the University Human Rights Policy and Procedures (the "Procedures")** to address the complaint <https://www.yorku.ca/secrretarial/policies/policies/human-rights-policy-and-procedures/> **subject to the provisions of the Collective Agreement.**

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

~~4.04.4 Decisions with respect to any remediation shall not be grievable except:~~

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

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

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

The parties agree that some circumstances involving allegations of discrimination or

harassment shall warrant separation of the complainant and ~~alleged harasser respondent~~.

~~The Employer will communicate any remedial measures including separation of the parties in writing to both the complainant and respondent. It is understood that the Employer may revise the interim remedial measures as necessary throughout the investigation process and any such revisions will be communicated to the complainant and respondent. On the conclusion of an investigation, a decision will be made whether interim remedial measures put in place during the investigation will continue and/or whether new remedial measures will be enacted, subject to review appropriate to the circumstances, with such decision communicated to the complainant and respondent.~~

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

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

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

4.04.7 When ~~the Employer receives a complaint~~ ~~grievance is filed~~ as per Article ~~4.04.3~~ ~~6.20~~, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3003 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Director from the York University Centre for Human Rights (the Centre). ~~the Employer will respond to the complaint in a manner consistent with the Procedures, subject to the provisions of the Collective Agreement~~

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

~~4.04.7 Separation of Complainant and Alleged Harasser~~

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

4.04.8 ~~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. Such an~~ ~~Should the complaint lead to an investigation, the investigation will proceed under the University's Procedures and the investigator will be appointed by the Employer, subject to any objection to the investigator by the complainant or respondent or the union(s)~~

representing the complainant or respondent, based on a conflict of interest or prior involvement with the complaint. ~~from a list of internal investigators agreed to by the Employer and the Union.~~

4.04.9 Informal Resolution

If the ~~griever~~ **complainant** requests an informal resolution the following steps will be taken:

- (a) The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the ~~griever~~ **complainant** and the respondent are members and representatives of the Employer.
- (b) At any point in the process, ~~the griever~~ **either party** may **withdraw from the informal resolution process** ~~request mediation or a formal investigation.~~

4.04.10 Mediation

If the ~~griever~~ **complainant** requests **or agrees to** mediation, the following steps will be taken:

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) If both parties wish to participate, a mediator will be appointed **by the Employer.** ~~from among a panel of internal mediators agreed upon by the Employer and CUPE 2993~~ **Within fourteen (14) calendar days, or as soon as reasonably possible thereafter, of the Employer ascertaining that the respondent would be willing to participate in a mediation process, of the initial grievance meeting** the mediator will then hold a meeting with the parties involved.
- (c) The parties to any such mediation will include the ~~griever~~ **complainant** and the respondent, representatives of the union(s) of which each of the ~~griever~~ **complainant** and the respondent are members, and representatives of the Employer.
- (d) The outcome of the mediation will result in one of the following:
 - (i) No resolution is reached and the ~~griever~~ **complainant** decides to withdraw the ~~grievance~~ **complaint** and take no further action.
 - (ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
 - (iii) No resolution is reached and the ~~griever~~ **complainant** requests that the matter proceed to the **Formal Investigation** stage.

4.04.11 **Complaint** ~~Grievance~~ Response and Redress

Within ~~fourteen (14)~~ **twenty-eight** calendar days of the receipt of the Investigation Report from a **Formal Investigation**, the Employer will respond in writing to the ~~griever~~ **complainant and respondent to indicate 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.

4.04.12 Reprisal

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

4.04.13 Grievance Rights as per Article 6

Except as expressly limited in Article 4.04 above, Article 4.04 is not intended to extinguish the right to grieve as per Article 6 of the Collective Agreement.

4.05 UNION MEMBERSHIP AND DUES

4.05.1 All employees who were members in good standing of the union on the date this agreement was ratified shall remain members in good standing. Any employee shall be deemed to be a member of the union unless that employee opts out, or has opted out, of membership by written notice to the union within thirty days of the date their appointment begins.

4.05.2 The employer shall deduct each month from the salary (if any) of each employee a sum equal to the monthly dues and/or assessments as certified to the employer from time to time by the treasurer of the union. The employer shall remit the amount deducted to the treasurer of the union by the end of the month in which deductions were made and at the same time forward a list of names of the persons from whom the deductions were made and their total monthly salary.

4.05.3 The union shall indemnify and save the employer harmless from any and all claims which may be made against it by an employee or employees for wrongful amounts deducted resulting from the union's incorrect instructions or lack of instructions.

4.06 PRINTING AGREEMENT

4.06.1 The Employer shall prepare the final form of this agreement for approval of the parties prior to printing. The Employer shall assume responsibility for ~~the printing and distributing to all bargaining unit members and the Union, and distribution of the agreed to number~~ of sufficient copies of the agreed upon final form of this agreement. The parties agree to share equally the costs of printing the agreement. The Employer is also responsible for ensuring that members with visual impairments have access to the collective agreement in an appropriate and accessible format.

4.06.2 The Union shall be responsible for translating the collective agreement into French and printing sufficient copies of the translated agreement for its bilingual and Francophone members and the employer. The Employer agrees to bear one-half the cost of translating the agreement to a maximum of \$5000. The Employer also agrees to bear one-half the cost of printing and distributing **a maximum of** 100 copies of the translated agreement.

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

Note: The employer has proposed a revision to Appendix E – Offer of Appointment so that embedded in the offer of appointment is a link to the collective agreement.

ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES

Language Agreed to and signed off by the parties Feb 06, 2024.

5.01.1 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of ~~three~~ **five** representatives from each party, inclusive of **CUPE 3903 staff representatives and Employer Office of Labour Relations representatives**. Each party shall inform the other of the names of the ~~three~~ **five** representatives prior to the first Labour/Management committee meeting of the contract year.

5.01.2 The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. However, neither the Employer nor the Union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint ~~Co~~ **Co** Chair, and the two persons so designated shall alternate in presiding over meetings. Either ~~Co~~ **Co**-Chair may call meetings on at least two weeks' notice to the other members of the Committee.

~~5.01.3 As appropriate, the parties may invite the union and employer representatives on the Security Advisory Council to attend a Labour/Management Committee meeting to address any security issues on the agenda. In addition to each party's three representatives, either party may have other persons who are regularly engaged in labour-management activity attend the meeting with advance notice to the other party. As appropriate, either party may also propose to the other that guests with relevant knowledge or expertise attend to speak to specific agenda items with advance notice to the other party.~~

...

5.0.3.4 Use and Reporting of Data – Employer Proposal – Feb 02, 2024

(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~~ **5.03.4** (b) below.

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

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

5.03.5 Underrepresentation

(a) Representation Thresholds

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

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

Women: 45.9%

Racialized: 30.9%

Indigenous: 1.4%

Persons with Disabilities: 8.9% *as of November 2023

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

(b) Determination of Underrepresentation in Academic Units with Few Contract Faculty

Where the number of contract faculty teaching in an academic unit render the Internal Self-Identification Representation Data for the academic unit unavailable, subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, the Internal Self-Identification Representation Data for the Faculty as a whole will be used to determine the representation thresholds for the academic unit. Fewer than 10 contract faculty in an academic unit over the 3-year reporting period will be considered too few to make Internal Self-Identification Representation Data available for the academic unit.

Letter of Understanding – Representation Thresholds – New Employer Counter Proposal – Feb 07, 2024

In the event that Statistics Canada releases External Availability Data during the life of the collective agreement, the Employer will provide such data to the Employment Equity Committee at its first meeting after the release of such data by Statistics Canada. ~~and The parties will rely on the updated External Availability Data for it will form the basis of the representation thresholds set out in Article 5.03.5 for subsequent appointment exercises.~~

ARTICLE 6 – GRIEVANCE PROCEDURE – New Employer Counter Proposal – Feb 07, 2024

- 6.01 (i) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement. In the conduct of grievances, the **employer parties** shall act reasonably, non-discriminatory and in good faith.
- (ii) A grievance shall be received within ~~twenty-eight~~ **fourteen** calendar days after the ~~grieving party(ies)~~ employee(s), or in the case of a policy grievance or union grievance as defined below, the union, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.
- (iii) Notwithstanding (ii), and subject to Article 12.14, where the Union queries an appointment or recommended appointment pursuant to Article 12.18 of the Unit 2 collective agreement, a grievance respecting that appointment or recommended appointment shall be considered if it is received within ~~seventeen-ten~~ **fourteen** calendar days of the date of the employer's response to the query, provided that the query is initiated within ~~twenty-eight~~ **fourteen** calendar days after the date of the "Notice of Recommended Appointment." The Employer will respond to the query within ten calendar days of the receipt of the query.
- 6.02 The employer acknowledges the rights and duties of the union officers and stewards to assist employees in preparing and presenting a grievance. ~~The union may form a Grievance Committee for this purpose.~~
- 6.03 **INFORMAL RESOLUTION STEP ONE:** If an employee believes they may have a grievance, they may first ~~submit a grievance to and~~ discuss the matter with ~~their Chair or equivalent, accompanied by their steward or Union representative if they so wish. The Chair shall give their reply in writing within ten calendar days of receiving the grievance.~~ their immediate supervisor, accompanied by their steward if they so wish. The supervisor shall give their reply **in writing** within five calendar days.
- 6.04 **STEP ONE TWO:** If the grievance matter is not resolved **through informal resolution at Step One, or where Step One is not exercised**, it shall be set forth in writing **as a grievance**, be signed by the grievor and a union representative and given to their Chair or equivalent within fourteen calendar days. At this point, the written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Chair or equivalent shall convene a meeting to discuss the grievance within ten calendar days of the receipt of the grievance and shall give their reply, in writing, within ten calendar days of that meeting.

6.05 ~~STEP TWO THREE:~~ If the grievance is not resolved at Step ~~One Two, the Grievance Committee shall submit the grievance to the Dean of the faculty in question within seventeen calendar days of the date of the Step Two reply.~~ ~~the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate within seventeen calendar days of the date of the Step One reply.~~ The Dean or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance and shall give their reply, in writing, within ~~ten twenty-one~~ calendar days after that meeting.

~~6.06 STEP FOUR:~~ If the grievance is not resolved at Step Three, the Grievance Committee shall submit the grievance to the Executive Director, Faculty Relations within seventeen calendar days of the date of the Step Three reply. ~~The Executive Director, Faculty Relations or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of receipt of the grievance and shall give their reply, in writing, within twenty one calendar days of that meeting.~~

~~6.04 STEP TWO:~~ Subject to the timeline of Article 6.01(ii) above, ~~if the grievance is not resolved at Step One the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate within seventeen calendar days of the date of the Step One reply or Where Step One is not exercised, the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate, in accordance with the timeline in Article 6.01(i).—It The grievance shall be set forth in writing, be signed by the grievor and a union representative and submitted to the Dean or designate and the Director, Faculty Relations or designate. The written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Dean or designate shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance, and a response to the grievance will be submitted in writing within twenty-one calendar days of that meeting.~~

6.04 If the grievance is not settled at ~~Step Four Step Two~~, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the ~~Office of the Executive Director, Faculty Relations~~ or designate within twenty-eight calendar days after receipt of the employer's written reply as required in Step ~~Two Four~~. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator ~~or Arbitration Board~~.

6.05 Subject to Article ~~6.145.13~~, the parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If at ~~any Step Steps Two and Three~~, the Employer's representative fails to give their written answer within the required time limit, the union and the employee may file the grievance at the next Step at the expiration of such time limit. If the employee or the Union fails to follow the Grievance Procedure in accordance with the required steps, time limits and conditions the grievance shall be deemed withdrawn.

6.06 GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step ~~Two One~~ if the employees are all employed within a single hiring unit, or at Step ~~Three Two~~ if employed in different hiring units, ~~subject to the time limits set out in 6.01 above.~~ ~~or at Step Four if employed in different faculties.~~

6.07 POLICY GRIEVANCE: A policy grievance, defined as involving question of general application or interpretation of this agreement, ~~may will~~ be initiated by the union at Step ~~Three or Step Four, as appropriate Two~~, subject to the time limits set out in 6.01 above.

6.08 UNION-INITIATED GRIEVANCE: The union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the union, and to seek adjustment with the employer in the manner provided for in this article. Such grievances may be initiated at Step ~~Three Two~~, subject to the time limits set out in 6.01 above.

~~6.10.1 EMPLOYER-INITIATED GRIEVANCE: Employer grievances alleging that the union has violated the collective agreement shall be initiated at Step Two, subject to the time limits set out in 6.01 above. An Employer-initiated grievance will be submitted in writing to the Chair of the Union and shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The parties shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance, and the Union's response to the grievance will be submitted in writing within twenty-one calendar days of that meeting.~~

~~6.10.2 If the Employer-initiated grievance is not settled at Step Two, it may be taken to Arbitration by a written notice signed by the Director, Faculty Relations and submitted to the Chair of the Union within twenty-eight calendar days after receipt of the Union's written reply as required in Step Two. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator.~~

6.09 If ~~one party the union~~ notifies the ~~other employer~~ in writing of an alleged violation of the collective agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Such notification shall include a detailed statement of the matter in dispute and the specific provision(s) or interpretation of the agreement that allegedly have been violated.

6.10 The withdrawal of a grievance ~~by either party or~~ at ~~either any~~ Step shall be without prejudice to grievances on similar matters if the ~~party being grieved employer~~ receives written notification of this decision from the ~~grieving party union~~. Settlements by the ~~parties Employer of~~ ~~matters at the informal resolution stage or of~~ grievances at ~~Steps One and Two~~ shall not prejudice the position of the employer or the union with respect to other grievances.

6.11 Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.

6.12 In exceptional circumstances, the union may apply to the ~~Office of the Executive Director, Faculty Relations~~ for expedited processing of a grievance. ~~The Office of the Executive Director, Faculty Relations or designate~~ shall respond to this application within seven calendar days. When it is agreed that circumstances warrant it, the parties can agree to commence the grievance procedure at Step ~~Two Four~~. Time limits set out in Article 6.01 above apply after the union has received the response from the ~~Office of the Executive Director, Faculty Relations~~.

- 6.13 On application by the union, grievances alleging violations of Article 2.03, 4.01, 4.02, 4.03, 14.01 and grievances submitted pursuant to Article 10.02.6 (iii) in the Unit 1 collective agreement, shall be processed according to the expedited grievance procedure specified in this article.
- 6.14 The parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the grievance(s) shall only be made available on a need to know basis. The parties further agree that a publication of a summary of the grievance(s) in a union newsletter shall not violate the principle of confidentiality.
- 6.15 No bargaining unit member in a supervisory capacity will be required to hear or attend the grievance hearings of another employee. The member in the supervisory capacity shall suffer no penalty in their employment or academic standing for exercising their rights under this article. In no way does this provision relieve the bargaining unit member of any other supervisory duties and responsibilities.
- 6.16 A grievor has the right to attend their grievance hearing at any step after ~~Resolution Step One~~ **Informal** and not face their supervisor directly in such a hearing.
- 6.17 It is understood by the parties that, in the case of a successful or settled grievance, where the individual does not receive the agreed upon compensation within thirty days of the sign-off date, said payment will begin to accrue interest at the annualized rate which the University is receiving for its short-term investments at that time. The interest payment will be pro-rated.
- 6.18 Grievances concerning harassment, discrimination, or disability may be initiated at Step ~~Two Four~~.

ARTICLE 7 – ARBITRATION – **New Employer Counter Proposal – Feb 07, 2024**

- 7.01 ~~If the union so wishes, all grievances shall be heard by a single Arbitrator. or by a three person Arbitration Board. If a single Arbitrator is requested by the union, The union shall. The Party advancing a grievance to arbitration shall~~ in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The ~~employer other Party~~ **Union's** shall respond within ten working days, either agreeing to the **Union's** proposed single Arbitrator or suggesting alternative Arbitrators. ~~If the employer fails to respond within thirty five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union.~~ If the parties cannot agree on an Arbitrator within thirty days, either party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.
- ~~7.02 The union's request for a Board of Arbitration shall name that party's appointee to the Board of Arbitration. Upon receipt of the notice, the employer shall, within forty five days, advise the union of the name of its appointee to the Board of Arbitration. If the employer fails to respond within forty five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union.~~
- ~~7.03 The appointees to the Board of Arbitration shall then meet to decide upon the selection of the Chair of the Board. If the parties cannot agree upon the selection of the Chair~~

~~within twenty one days, either party may request the Minister of Labour for the Province of Ontario to appoint an impartial third member as Chair,~~

- 7.02 Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of the ~~Chair or single~~ Arbitrator, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the parties. The parties agree to use University facilities at no cost wherever possible.
- 7.03 The ~~Board of Arbitration or single~~ Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the parties have expressly agreed, in writing, to give it or their specific authority to do so or to make an award which has such effect.
- 7.04 Notwithstanding Articles ~~6.08 and 6.14~~ ~~6.07~~ and ~~6.13~~, both parties agree that if an Arbitrator determines that the union has shown reasonable cause for a violation of time limits, the Arbitrator may hear the grievance.
- 7.05 The ~~Arbitration Board or single~~ Arbitrator shall have the authority to fashion a remedy appropriate in the circumstances to resolve the grievance regardless of the form in which the grievance was filed.
- 7.06 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the ~~Chair of the Board of Arbitration or single~~ Arbitrator to reconvene to clarify the decision, which they shall do within five days.
- 7.07 Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.

[Unit 1]

There is no Article 7.10 in Unit 3.]

- 7.08 The parties agree that an ~~Board of Arbitration or single~~ Arbitrator shall have the authority to resolve any matter referred pursuant to Article ~~10.04.2~~ ~~10.04.1~~.

[Unit 2]

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

[Unit 3]

There is no Article 7.08 in Unit 3.

**Letter of Understanding
Between York University and ~~each of CUPE 3903 Units 2, 4, 2 and 3~~
Regarding Pilot Project for Mediation – Arbitration**

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

1. **Roster:** On or before ~~November 1, 2023~~ **March 15, 2024**, the Parties will each propose three Arbitrators to be included on a roster of Mediators-Arbitrators for the purposes of this Pilot Project. By agreement, the parties will determine a list of four Arbitrators by no later than ~~January 12~~ **April 30, 2024**.
2. **Expenses:** It is understood and agreed that each party shall be responsible for the expenses of their representatives, participants, and witnesses as well as the preparation and presentation of its own case.
3. **Mediator-Arbitration fees:** Each party shall pay one-half of the Arbitrator's fees and expenses.
4. **Hearing Room Expenses:** Where the Mediator-Arbitrator directs that the matter will be mediated or heard in-person, each party shall pay one-half of the hearing room expenses. Where possible, the Parties will explore facilities available at no cost, as appropriate, provided it does not delay scheduling the grievance for mediation-arbitration.
5. **Referral:** A grieving party who wishes to refer an individual ~~job posting~~ **Appointment** Grievance shall submit a notice of intent to refer the grievance to Mediation-Arbitration through this Pilot Project within five days of receiving a response to the Step 2 meeting. The recipient of the referral notice shall confirm whether they agree to Mediation-Arbitration within ~~five~~ **twenty-one calendar** days of receipt of the referral notice.
6. **Scheduling:** The parties will refer the matter to a Mediator-Arbitrator from the agreed-upon roster who is available to convene the parties on a mutually convenient date within forty-five days of the referral notice.
7. **Legal Representation:** Either party may engage legal counsel for the Mediation-Arbitration as they consider appropriate.
8. **Jurisdiction:** The Mediator-Arbitrator shall have the authority to determine the conduct of the proceedings but shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of the collective agreement.
9. **Outcome:** The outcome of the mediation-arbitration process will be one of the following:
 - a. No resolution is reached and the grieving party elects to withdraw the grievance and take no further action with respect to the matters which gave rise to the grievance; or
 - b. A resolution is reached, the terms of which will be confirmed in a Memorandum, signed by all parties, and distributed to each of the parties, as appropriate; or
 - c. No resolution is reached through mediation and the mediator-arbitrator shall have the authority to conduct the arbitration phase on the basis of documents or may reconvene the parties for the presentation of evidence or oral argument and issue a decision on the grievance in writing within ~~ten~~ **twenty-one calendar** days of the conclusion of the mediation-arbitration session(s).

ARTICLE 8 – DISCIPLINE – November 24, 2023

8.01.1 JUST CAUSE

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

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

8.02.1 PROGRESSIVE DISCIPLINE

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

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

8.02.3 CONFIDENTIALITY

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

8.03.1 Subject to 8.03.3:

STEP ONE: NOTICE OF MEETING

(i) Prior to any consideration of discipline, the Chair ~~Director~~ ~~or~~ Dean, or designate who has received a Formal Complaint under the University's Procedures for Dealing With Complaints of Harassment or Discrimination, or a complaint concerning the professional performance and/or conduct of an employee which is inappropriate to the employment relationship, including sexual and/or gender or racial and/or ethnic harassment, shall, within twenty-one calendar days of receiving the complaint, notify the employee and the union and schedule a meeting to discuss the subject matter of the complaint informally. (Where there has been a Formal Complaint under the University's Procedures for Dealing With Complaints of Harassment or Discrimination, it is understood that an investigation into such a complaint can require a longer process. It is agreed that any such investigation shall be conducted as expeditiously as possible so as to be completed within 90 calendar days of the initial Step One Meeting, or such longer time as the parties may mutually agree.) Such Notice of Meeting shall be in writing using a letter or letters similar to the form contained in Appendix C and shall contain a brief but clear statement of the allegations which form the basis of the complaint, of the employee's right to union representation at the meeting, as well as the time, place and date of the meeting,

and shall inform the employee that they may request an alternative meeting time.

- (ii) If the complaint is not dismissed or otherwise resolved as a result of the meeting referred to in 8.03.1(i), or where the employee waives explicitly, or implicitly by not attending, their opportunity for such meeting, and the Chair ~~Director, Dean, Director~~ or designate determines that further action is warranted, they shall do one of the following:
 - (a) where the employee concerned is within two years of the start date of their first appointment in Unit 2, establish a Competence and Ability Review Period (CARP) subject to Article 12.09.2 of the Unit 2 collective agreement;
 - (b) initiate a formal evaluation pursuant to Article 13;
 - (c) send a Letter of Warning to the employee.

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

- (iii) The decision to establish a CARP or to initiate a formal evaluation (per (a) or (b) above) shall be communicated in writing to the employee within fourteen ~~14~~ calendar days of the meeting date or the date scheduled for the meeting. Where a letter respecting establishment of a CARP or initiation of a formal evaluation is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of ~~the Director, Faculty Relations~~ ~~the Assistant Vice President (HR&ER)~~ shall be the only parties to receive a copy.
- (iv) The decision to establish a CARP or to initiate a formal evaluation (taken per (a) or (b) above) shall not be construed as discipline and shall not form part of the employee's disciplinary record, and cannot be used against an employee in any decision made with respect to their present or future employment, other than as specified in Article 8.03.1(i) and Article 8.03.4.

8.03.2 STEP TWO: LETTER OF WARNING

- (i) The decision to send a Letter of Warning (per ~~8.03.1(i)~~ (c) above) shall be communicated in writing to the employee within fourteen ~~14~~ calendar days of the meeting date or the date scheduled for the meeting. Where a Letter of Warning is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of the ~~Executive~~ Director, Faculty Relations shall be the only parties to receive a copy.
- (ii) The Letter of Warning shall state that discipline may be considered, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the ~~Letter of Warning complaint~~ and/or, where the complaint concerns the standard of the employee's work, if the employee fails to bring their work up to a reasonable standard by a given date. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.
- (iii) The decision to send a Letter of Warning [taken per 8.03.1(ii)(c)] shall not be construed as discipline and shall not form part of the employee's disciplinary record, and cannot be used against an employee in any decision made with respect to their present or future employment, other than as specified in Article 8.03.1(i) and Article

8.03.4.

8.03.3 Notwithstanding 8.02.1, 8.03.1 and 8.03.2, it is understood that the employer retains the right, in exceptional circumstances, to discipline an employee for just cause without having first issued such a **Letter of Warning** ~~written warning~~, subject to Articles 6 and 7 and to the procedures outlined below.

8.03.4 It is further understood that the employer is not precluded by this article from relying on and introducing as evidence at any stage of the grievance and arbitration procedure the employee's previous disciplinary record. Any relevant warnings previously issued can only be introduced as evidence that the employee has received Notice as specified in 8.03.1 (ii).

8.04.1 **STEP THREE: DISCIPLINE MEETING**

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

8.04.2 **NOTIFICATION OF ACTION**

The Dean or designate:

- (i) shall within fourteen days of such meeting advise the employee in writing, with a copy to the union, of their decision, and shall include the reasons for such decision if disciplinary action is to be taken;
- (ii) shall, where the discharge or the suspension without pay of the employee is being considered, delay the imposition of discipline for seven calendar days (pro-rated for the sessions other than fall/winter, but not fewer than three working days), on request from the union and/or the employee.

8.05 It is agreed that the employer has the right in exceptional circumstances to suspend an employee during the period of its consideration of the matter, including the delay in 8.04.2 (ii), and prior to the imposition of any other discipline. In all such cases the suspensions shall be with pay.

8.06 Notwithstanding 8.03.4, any discipline or warning shall not be used against an employee after a period of twenty-four months from the date of the warning or discipline.

8.07 ~~If the employee wishes to grieve their discipline, when the disciplinary action is not a discharge, the grievance may be initiated at Step Three.~~ **If an employee they wishes to grieve their discipline or discharge, it may shall be initiated directly at Step Four Two.** In either case, the grievance shall be presented within fourteen calendar days of the date of the letter provided for in 8.04.2 (i).

8.08 Any of the time allowances set out in this article may be extended if mutually agreed to

in writing by the employer and the union. Such agreement shall not be unreasonably withheld by either party.

- 8.08.1 (i) No bargaining unit member in a supervisory capacity will invoke the disciplinary provisions of this collective agreement on any other bargaining unit member employee. The member in a supervisory capacity shall refer all complaints in which discipline may be ~~indicated~~ warranted to their immediate supervisor (e.g., the Chair). The employer retains the right to interview the member prior to proceeding further.
- (ii) No bargaining unit member in a supervisory capacity shall be required to attend pre-disciplinary (per 8.03.1) or disciplinary (per 8.04.1) hearings.
- (iii) No bargaining unit member in a supervisory capacity shall be held responsible for the act or omission that is the subject of a complaint or discipline, or any consequences deriving there from, of any other employee. This in no way relieves the bargaining unit member of any of their supervisory duties and responsibilities.
- (iv) No bargaining unit member in a supervisory capacity shall suffer any penalty in their employment or academic standing for exercising their rights under this article.

ARTICLE 10 – POSITIONS AND RATES OF PAY

10.01.1 TYPE 2 WORKLOAD – Employer Counter Proposal Dec 19, 2023

- i) With the exception of Music Tutor positions, which shall be treated in accordance with Article 10.04.2 (“Definitions”), the expected workload of an appointment to a Type 2 position shall be no more than 135 hours for each Type 2 appointment. Expected workloads shall be adjusted proportionally if a fractional appointment is made.
- ii) For Type 2 positions, all work assigned and/or approved by the course supervisor shall be included in the hours noted above. This work may include, but is not limited to, preparation for classes, preparation of written or audio-visual materials, attending lectures, leading discussions and supervising laboratories, rating students’ work, holding office hours, consulting with students, invigilation of tests and exams, writing and grading tests, examinations and lab sets, grading essays, term papers and problem sets, setting up experiments, conducting field trips, and conferring with the supervisor.
- (iii) Since the course supervisor/director is primarily responsible for assigning reasonable duties and responsibilities, allocating sufficient hours, and ensuring that the assigned duties and responsibilities of the Tutor can be completed within the time allocated:
- (a) As soon as possible after the start of the appointment, and, normally, no later than the end of the first calendar month of the course (e.g., end of September for full-year and fall courses and end of January for winter courses), the course supervisor shall assign and discuss the duties and responsibilities and the reasonable pacing of the work assigned, taking into consideration the normal sessional fluctuation and patterns of work, of the appointment, in as much detail as practicable, with the Tutor . As part of the discussion of the duties and responsibilities of the Tutor, the course supervisor and the Tutor shall discuss how important course dates (such as assignment due dates and dates of tests and exams) correspond to centralized administrative deadlines (such as the final date for submitting grades). This discussion of duties and responsibilities, including the allocation of time for the various duties and responsibilities, shall be confirmed in writing to the Tutor by the course supervisor with a copy sent to the hiring unit Chair and to the union

within fourteen (14) calendar days of the meeting. This written confirmation shall hereafter be referred to as the Workload Form. (See Appendix XXV Workload Form for Unit 2 Type 2 Positions.)

- (b) The course supervisor shall again discuss the assigned duties and responsibilities with the Tutor to assess whether the remaining duties and responsibilities can be completed within the hours allocated. This subsequent meeting normally shall be held as soon after the mid-point of the course as practicable, and by the end of January in the fall/winter session. The discussion and assessment shall be confirmed in writing to the Tutor by the course supervisor, with a copy to the hiring unit Chair and to the union within fourteen (14) calendar days of the meeting. Where the assessment indicates that overwork has occurred or is likely to occur, the course supervisor and Tutor shall meet, with a union representative present if the Tutor so wishes, and, where appropriate, shall attempt to find a mutually acceptable remedy.
- (c) Where the course supervisor fails to discharge their responsibilities per (a) or (b) above within the specified timelines and the Tutor has written to the course supervisor requesting that they discharge their responsibilities, if the course supervisor does not respond in writing within seven days the tutor or the union may write to the Chair per article 10.01 (v) below. In such a circumstance worked performed by the tutor up to the time at which the chair consults with the responsible union representative(s) and, if appropriate, the Tutor will be deemed to have been assigned or approved by the course supervisor.
- iv) Since the Tutor is primarily responsible for ensuring that the assigned duties and responsibilities of the position are completed within the time allocated:
 - (a) Notwithstanding 10.01.1(iii), as soon as the Tutor becomes aware, or reasonably ought to have been aware, that the hours in 10.01.1(i) may be exceeded, normally they shall request in writing a meeting with the course supervisor, or in exceptional circumstances shall request in writing a meeting with the hiring unit Chair/Director, to discuss possible overwork. The course supervisor or Chair/Director and Tutor shall meet, with a union representative present if the Tutor so wishes, and, where appropriate, attempt to find a mutually acceptable remedy.
 - (b) An acceptable remedy in a discussion as per 10.01.1(iii)(b) or 10.01.1(iv)(a) above, is compensation for additional hours worked at the Overwork Rate, provided that the Dean or their designate approves such compensation.
- (v) Where the Tutor or the union believes that the workload provisions of the collective agreement have not been fulfilled or where a mutually acceptable remedy is not found, they normally shall inform the Chair/Director of the workload concerns. The Chair/Director shall within seven days of the receipt of the notice consult with the responsible union representative(s) and, if appropriate, the Tutor and shall attempt to find an acceptable remedy. Normally, the Chair/Director shall have fourteen days from the receipt of the notice to resolve the matter.

10.01.2

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

- (ii) In exceptional circumstances, on application by the union indicating such exceptional circumstances, grievances alleging violations of Articles 10.01.1 may be processed at Step 2.
- (iv) Notwithstanding 10.01.2 (i) and (ii) above, an acceptable remedy of a grievance alleging overwork is compensation for additional hours worked at the Overwork Rate in 10.04.1.

[...]

10.04.1 SALARY RATES

[...insert after the CHART]

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

[...]

12.24 MARKING/GRADING DEADLINES ~~Workload~~

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

[...]

10.04.2 New Employer Counter Proposal – January 17, 2024

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

10.08 VACATION PAY

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

ARTICLE 12 – APPOINTMENTS – New Employer Counter Proposal – Jan 17, 2024

12.01 CONTINUING SESSIONAL STANDING PROGRAM

Eligibility

Bargaining unit employees shall be granted Continuing Sessional Standing upon the completion of three consecutive contract years (September 1 to August 31) with an

average annual minimum teaching intensity of 2 Type 1 or equivalent positions over the three years. Further:

- (i) All employees with Continuing Sessional Standing will retain this status unless and until such status ends pursuant to the terms set out below.
- (ii) The contract year (September 1 to August 31) will be used for the purposes of determining whether the eligibility criteria for Continuing Sessional Standing have been met.

12.01.2 Appointment Process

- (i) A list of employees who have Continuing Sessional Standing shall be produced by the Employer by October 1st of each year. Bargaining Unit Employees who are newly granted Continuing Sessional Standing will be advised of such by the Employer by October first of the academic year in which their Continuing Sessional Standing is granted.
- (ii) On or before each November 1st, employees with Continuing Sessional Standing shall, for each applicable hiring unit, submit an updated curriculum vitae and provide notice of intent to participate in the Continuing Sessional Standing appointment exercise by filling out the appropriate section of the Blanket Application Form.
- (iii) By no later than January 22nd, a list of all of the courses identified for Unit 2 posting for the upcoming Summer, Fall and Winter Terms as of this date will be posted electronically in a location accessible to employees and the Union
- (iv) By no later than January 22nd, hiring units will offer employees who have provided notice of their intent to participate in the Continuing Sessional Standing Program courses from the posted list for which they are the selected candidate from among employees participating in the Continuing Sessional Standing Program in the hiring unit according to the appointment processes in Articles 12.04.1 and 12.04.2.
- (v) Offers of appointment will be copied to the other participating candidates in the hiring unit and all offers of appointment will be copied to the Union.
- (vi) A three-week deadline will be provided for offers to be accepted, counted from January 22nd.
- (vii) Employees participating in the Continuing Sessional Standing Program exercise may make use of the Article 6 grievance procedure in respect of any courses posted in the exercise that they were not offered but believe they should have been offered pursuant to the terms of the Continuing Sessional Standing Program.
- (viii) Following the conclusion of the Continuing Sessional Standing Program exercise, assignments which were not accepted will be posted during the common posting periods, together with other assignments not included in the Continuing.

12.01.3 Continuing Sessional Standing Program Guarantee

Employees with Continuing Sessional Standing who have a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the previous 5 contract years and who are offered 2/3 or less of their average number of Type 1 or

equivalent positions based on the previous 5 contract year period will, upon application, receive as a one-time payment of 1/4 of the rate for each position less than their average number of Type 1 or equivalent positions. For example, if an employee with Continuing Sessional Standing has an average annual teaching intensity of 3 Type 1 or equivalent positions over the previous 5 contract years and is offered 2 Type 1 or equivalent positions, then upon application the employee will receive 1/4 of the rate for 1 Type 1 or equivalent position. If the employee is for a second time offered 2/3 or less of their average annual number of Type 1 or equivalent positions based on the previous 5 contract years, the employee will receive a one-time payment of 1/8th the rate for each position less than their average number of Type 1 or equivalent positions.

To qualify for the payment described in the paragraph above an employee must have:

- (a) provided notice of participation in the Continuing Sessional Standing exercise to all applicable hiring units (i.e., all hiring units whose curriculum includes courses for which, if offered as Unit 2 bargaining unit work, they would be the most senior incumbent candidate); and
- (b) additionally applied for bargaining unit positions in accordance with their "normal" historical application profile and was available for appointment to these positions.

An employee who is twice offered 2/3 or less of their average number of Type 1 or equivalent positions based on the previous 5 contract years and has received the two one-time payments described above may either elect to opt out of the program or accept the number of positions offered. An employee who elects to opt out of the Continuing Sessional Standing Program shall communicate such election in writing to Faculty Relations.

12.01.4 Cessation of Continuing Sessional Standing

Employees who meet the eligibility criteria for Continuing Sessional Standing shall maintain this status for a minimum of five contract years and shall continue in this status for successive five contract year periods provided that as of the September 1 at the end of each five contract year period, they have a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the five contract year period just completed. In the event that the employee's average annual teaching intensity is lower than 2 Type 1 or equivalent positions at the end of a five contract year period, they will no longer have Continuing Sessional Standing.

Employees whose Continuing Sessional Standing is renewed will be advised of such by the Employer by October first of the academic year in which the renewal occurs.

12.02 APPLICATIONS

- 12.02.1 (i) All applicants for positions must apply directly and in writing, providing an updated application (specific or general, see Appendix F) and current curriculum vitae, unless a current curriculum vitae is already on file, to each of the hiring units in which they seek employment. In the School of Nursing, applicants will be responsible for highlighting in a separate section of their current curriculum vitae any required current practice qualifications. A general application shall be

submitted between 15 November and 31 January, and shall apply to all positions in the hiring unit for all academic sessions that commence during the twelve months following 31 January. The employer agrees to notify all employees of the dates for submitting general applications. The employer undertakes that no appointments shall be made prior to 31 January. Any applications submitted outside of these dates shall be specific to a particular position(s).

- (ii) During the month of June, employees whose qualifications have changed substantively may submit new or revised replacement blanket applications to a hiring unit(s) which shall apply and be considered for all positions posted in that hiring unit(s) on or after August 1.
- (iii) For information and illustrative purposes: Starting with the 2021-22 posting exercises the School of Nursing has revised its postings for Clinical Course Director positions to substitute the phrasing regarding Proof of Practice with phrasing regarding the documentation of any required current practice (144 hours over the last 12 months prior to the submission of this application) qualifications. That phrasing indicates that applicants are required to highlight this required current practice qualification in a separate section of their current CV submitted with their application. This information includes:
 - the type of work (i.e., specific nature of the clinical practice)
 - the location(s) where it was performed
 - the number of hours completed
- (iv) Applicants for Clinical Course Directorships will be expected to possess and/or maintain the currency component of the posted Required Qualifications.

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

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

12.03.1 The Union acknowledges that the criteria the Employer must use in selecting a candidate for a position the Employer decides to fill are the candidate's competence and ability to perform the various duties of the position.

12.03.2 "Applicable prior experience" is defined as previously gained experience in the same discipline or in a discipline which is not academically remote from that in which the appointment occurs. Applicable prior experience shall be calculated in keeping with the formulae set forth in this article respecting types of positions and their equivalencies.

12.03.3 The Employer shall establish and maintain a computerized applicable prior experience database.

12.04.1

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

Appointments shall be made as follows:

- (i) In the exceptional circumstances in which a candidate for a position as course director or team lecturer is adjudged by the appropriate Dean or designate to be substantially and demonstrably more qualified, able and competent to perform the duties and responsibilities of the position than all other candidates for the position, that candidate may be appointed to the position. Where such a candidate is appointed, the hiring unit shall forward to the union the name of the successful candidate, their curriculum vitae, and any other non-confidential information that formed the basis of the hiring, with a copy to the candidate who otherwise would have received the position.
- (ii) Pool of Candidates with Required and Preferred Qualifications:
 - (a) Where no appointment is made under (i), then the appointment shall be made from among the candidates with the required and preferred qualifications, according to the provisions of ~~12.04.1(iv) and, for appointment processes commencing subsequent to September 1, 2021, according to the provisions of 12.04.1(ii)(b-f):~~
 - (b) Where there is one or more candidates who as per Article 12.06.1 holds incumbency in respect of the course and are in the pool of candidates with required and preferred qualifications and who self-identify as Indigenous or racialized, and
 - (c) Where the data indicates that the Academic Unit in which the appointment is occurring has not met the threshold targets for representation of Indigenous or racialized as per Article ~~5.03.4 5.03.3~~;
 - (d) Then the appointment to the position shall be made to an Indigenous or racialized candidate; and if there is more than one such candidate the appointment shall be made according to the provisions in Article 12.04.1(iv);
 - (e) Where such an appointment is made as per (d) and there is a candidate who does not self-identify as Indigenous or racialized and who would have otherwise been appointed to the position by virtue of their seniority and who has incumbency under Article 12.06(1) then such a candidate shall be dealt with under the Letter of Understanding re "Priority for Indigenous or racialized Candidates - Article 12.04.1".
 - (f) No grievance will be filed challenging an appointment made under (d).

- (iii) Pool of Candidates with Required Qualifications:
Where no appointment is made under Article 12.04(ii) because no candidate holds incumbency or has the required and preferred qualifications, then the appointment shall be made from among the candidates with the required qualifications and according to the provisions in Article 12.04.(iv).
- (iv) (a) The candidate with the most experience gained in applicable teaching, demonstrating, tutoring and marking within the University, subject to Articles 12.09 and 12.10, shall be appointed and, where applicable prior experience (APE) is equal and where the Internal Self-Representation Data indicates that the hiring unit has not met the representation thresholds in Article 5.0.3.4 for Indigenous or Racialized, the candidate who self-identifies as Indigenous or Racialized will be appointed. Where two or more candidates with equal APE self-identify as Indigenous or Racialized, the candidate with the desirable qualifications shall be appointed, except in the case of:

LONG-SERVICE OVERRIDE:

- (b) Where a candidate has a total of at least five years of service in the bargaining unit in each of which they have accrued applicable prior experience for one Type 1 position or its equivalent as provided by ~~12.06 (ii)~~ 12.07, and have at least three more years of such service than the number of years of such service of the candidate otherwise entitled to the position as per (iv)(a), they shall be appointed;
- (c) Where there is more than one candidate in (b), the candidate with the most years of such service shall be appointed except as follows;
- (d) Where two or more candidates per (c) have equal years of such service, the candidate with the most applicable prior experience shall be appointed;
- (e) Where two or more candidates have equal years of such service and equal applicable prior experience, then the candidate with the desirable qualifications shall be appointed.
- (f) Long Service Override (LSO) shall not apply to appointments that would result in a displacement of a person who is a member of an employment equity group for bargaining unit work. The LSO shall apply if the appointment would be made to a person who is themselves a member of an employment equity group for bargaining unit work.

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

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

12.04.2

- (i) Where the applicants for a position have no previous applicable prior experience or have equivalent applicable prior experience and meet the Required and Preferred qualifications (or Required qualifications where no applicant has the Required and Preferred qualifications) as posted, the position shall be awarded to such an applicant who has self-identified as a member of one or more Equity Groups, using the process for the application of underrepresentation of intersectional thresholds as set out in Article 5.03.5.
- (ii) Save and except for courses taught under 12.22, when a position is being posted in a Hiring Unit for the first time, priority will be given to applicants with the most applicable prior experience that meet the Required and Preferred qualifications (or Required qualifications where no applicant has the Required and Preferred qualifications) as posted and who have self-identified as members of one or more Equity Groups, using the process for the application of underrepresentation of intersectional thresholds as set out in Article 5.03.5.

EQUIVALENT QUALIFICATIONS

12.04.3 In keeping with the principle that the posting/application process be as fair and expeditious as is reasonably possible, and in consideration of the previous decisions between the parties, it is understood that it is primarily the responsibility of the applicant to demonstrate that they meet (but not necessarily have) the posted qualifications by providing the hiring unit with clear and sufficient information/evidence to make an informed judgement as to the kind, degree and appropriateness of qualification.

12.04.4 It is understood that, where an employee seeks to be appointed to a position on the basis of qualifications that are distinct from those posted for a position, it is the sole responsibility of the employee to bring these to the attention of the hiring unit unless in the past the applicant has successfully demonstrated to that hiring unit as per 12.04.6 below, that they have the academic qualifications equivalent to those posted or they have submitted materials which in their reasonable expectations make such equivalency sufficiently clear. The parties agree to charge the Labour/Management committee with the task of working out the details around the notification of equivalency in the application process.

12.04.5 In keeping with the principle articulated in 12.04.1, it is understood that if a degree differs in name only from the posted qualification it is deemed to be equivalent.

12.04.6 A hiring unit will accept academic qualifications as being equivalent to those that have been posted for under the Required and Preferred qualifications, provided that there is a clear relationship between such qualifications and the reasonable and relevant requirements of the position that is being posted by the employer; and provided that:

- (a) the qualification, at the time of application, must either have been conferred, assessed, or evaluated by academic(s)/professional(s) who are acknowledged experts in the field;
- (b) in the case of publications, have been published in a refereed journal or by a known publisher of academic works, or both;

- (c) where the academic qualification being sought is not a degree, the volume or intensity of the work must be sufficient to warrant equivalence to a degree (for example, a 3-page co-authored article is not equivalent to a specialization in the area at the graduate level).

It is further understood that the hiring unit is not required to accept non- academic life experience as being an equivalent qualification.

The employer agrees that it would not normally be reasonable to require Unit 2 candidates for 1st and 2nd year courses to meet qualifications exceeding those of members of the full-time faculty in the same area and with similar length of service to the University.

12.05 APPOINTMENT CAPS

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

12.06 INCUMBENCY

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

12.07 APPLICABLE PRIOR EXPERIENCE

In calculating the applicable prior experience of candidates for an appointment, the following formulae shall be applied:

- (i) Type 1 appointments shall be counted as applicable prior experience for one another on a 1:1 ratio. In the case of Type 1 appointments to Team Lecturer or Administrative positions, such appointments shall be counted 1:1 on a pro-rated basis in relation to a full course director appointment.

Type 1 appointments shall count as applicable prior experience for Type 2 appointments, on the basis of 1 Type 1 appointment = 3 Type 2 appointments.

- (ii) Type 2 appointments shall be counted as applicable prior experience for one

another on a 1:1 ratio.

Type 2 appointments shall be counted as applicable prior experience for Type 1 appointments on the basis of 3 Type 2 appointments = 1 Type 1 appointment.

Employees who have not previously held a Type 1 position, upon being appointed to a course directorship, team lecturer or writing instructor position, may be required to upgrade their teaching/lecturing skills by attending the Centre for Support of Teaching.

In making appointments to Type 1 positions, applicable prior experience in Type 3 appointments shall be used as a tie-breaker provided that the competing candidates are equal in applicable prior experience, which must include experience in a Type 1 appointment, and have the "desirable" qualifications pursuant to 12.03.1(iv)(a).

In making appointments to Type 2 positions, applicable prior experience in Type 3 positions shall be used as a tie-breaker provided that the competing candidates are equal in applicable prior experience and have the "desirable" qualifications pursuant to 12.03.1(iv)(a).

(iii) In making appointments to Type 3 positions, applicable prior experience in Type 1, Type 2 and Type 3 positions shall be counted on a 1:1:1 ratio. It is understood that, in applying the 1:1:1 ratio (and that ratio only), each Type 1 and Type 2 applicable prior experience credit counts as one full Type 3 credit regardless of whether the experience accrued was in full or partial courses. All Type 3 applicable prior experience credit counts shall remain as they were prior to 1 September 1989. Effective 1 September 1989, for Type 3 positions, each block of 150 hours of Type 3 work, or portion thereof, in any given academic session, shall count as one full Type 3 applicable prior experience credit.

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

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

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

12.08 To be considered as applicable prior experience within the bargaining unit, experience gained as a full-time faculty member at York University or experience otherwise gained outside the bargaining unit at York University shall be subject to all of the following stipulations:

- (i) One Type 1 equivalent non-bargaining unit position (or portion thereof) shall be counted for each Type 1 or equivalent (or portion thereof) of bargaining unit experience;
- (ii) No more than three Type 1 equivalent non-bargaining unit positions may be counted for any year in which experience is gained outside the bargaining unit;
- (iii) The total non-bargaining unit experience to be counted at any time cannot

exceed the total accrued bargaining unit experience;

- (iv) Each unit of applicable prior experience accrued within the bargaining unit may only be used once for the purposes of counting experience gained outside the bargaining unit as prior experience within the meaning of Article 12.
- (v) It is understood that the above refers to degree-credit courses only. However, where applicable prior experience has included non-degree credit courses which have been counted as applicable prior experience prior to September 2005, members may continue to count that experience but no further non-degree credit courses may be counted as applicable prior experience.

12.09.1 No bargaining unit member shall have their 31 August 1981 applicable prior experience count reduced by the provisions of this collective agreement.

12.09.2 Beginning March 1, 2013 a seniority list (including all members who have submitted blanket applications for Unit 2 employment) will be publicly posted at <http://fr.info.yorku.ca/> on March 1 for summer and fall/winter hires. The posted seniority list shall be updated on October 1 and June 1 to include the seniority of those making specific applications.

12.09.3 The University will develop during the life of the 2017-2020 Collective Agreement, a system to allow members online access to their individual work histories.

12.10 BRIDGE

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

12.10.2 Employees within two years of the start of their first appointment in Unit 2 may be required to serve a Competence and Ability Review Period (CARP), for cause, of up to two years in duration (to be determined by hiring unit) in a particular hiring unit if one of the following conditions is met:

- (i) where the Chair/Dean/Director or designate following an Article 8 complaint, pursuant to 8.03.1 (ii) determines that such action is warranted;
- (ii) where an informal or formal evaluation identifies a significant problem.

12.10.3 (i) Prior to the commencement of a Competence and Ability Review Period or any evaluation pursuant thereto, a hiring unit shall send a letter to the employee informing them of the requirement to serve a CARP, the reason(s) therefore, and the expected duration of the review period.

- (ii) During the CARP, the hiring unit shall formally evaluate the employee in all positions held in that Unit, in accordance with the relevant provisions of Article 13.

- 12.10.4 (i) If at the expiry of their CARP, no outstanding formal evaluation exists in the employee's professional performance and service file in the particular hiring unit which demonstrates incompetence, inability or negligence, the employee shall be deemed to still be competent and able in that hiring unit.
- (ii) If at the expiry of their CARP, one or more outstanding formal evaluations exist in the employee's professional performance and service file in the particular hiring unit which demonstrates incompetence, inability or negligence, the employee shall be deemed not competent and able in that hiring unit and shall not be entitled to count any applicable prior experience accrued for positions held in that hiring unit during the Competence and Ability Review Period.
- (iii) A formal evaluation placed in an employee's professional performance and service file during the period of a CARP which demonstrates incompetence, inability or negligence shall be superseded by a subsequent formal evaluation obtained for the same position in the same session, or for a similar position in the same hiring unit in a subsequent session, within the Competence and Ability Review Period, which fails to demonstrate incompetence, inability or negligence.
- (iv) The hiring unit shall consider that a formal evaluation which demonstrates incompetence, inability or negligence is outstanding only in cases where such has been conducted in accordance with all the relevant provisions of Article 13 and has not been superseded by a formal evaluation per (iii) above.

12.11 NON-TEACHING EXPERIENCE

In order to accrue applicable prior experience under the provisions of Articles 15.09.3, 15.15, 15.16 and 15.18, an individual shall designate the position(s) previously held to which they wish the prior experience to be attributed.

Such experience may only be Type 1 experience if the individual has already accrued Type 1 credit. Where the individual has no Type 1 experience, they may accrue Type 2 credits.

The Labour/Management Committee shall determine the prior experience to be awarded for any other non-teaching service. In such cases, the employee shall designate the position(s) previously held to which they wish the prior experience to be attributed.

12.12 NOTIFICATION OF APPLICANTS FOR POSITIONS

- 12.12.1 Each hiring unit shall notify all applicants for each position in the unit of the candidate(s) recommended for appointment to the position by a "Notice of Recommended Appointment" in the form contained in Appendix A.
- 12.12.2 (i) Except in exceptional circumstances, the Notice of Recommended Appointment for all but tutor 1 positions in the fall/winter session will be issued by May 31.
- (ii) Except in exceptional circumstances, the Notice of Recommended Appointment for Tutor 1 positions in the fall/winter session will be issued by June 30, in order to minimize Late Postings under Article 11.10.
- 12.12.3 Except in exceptional circumstances, the Notice of Recommended Appointment for positions in the summer session will be issued by March 7. Where a recommended

appointment is queried and/or grieved, the hiring unit shall notify the recommended appointee in writing immediately upon receipt of the query/grievance using the form in Appendix D.

- 12.12.4 A copy of the "Notice of Recommended Appointment" shall be made available for review by the union.

12.13 WRITTEN OFFER OF APPOINTMENT

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

- 12.13.2 (i) Except in exceptional circumstances, and in the absence of queries or grievances, Offers of Appointment for the fall/winter session will be issued by July 7.
- (ii) Except in exceptional circumstances, and in the absence of queries or grievances, Offers of Appointment for the summer session will be issued by April 1.

- 12.13.3 Further, after the dates specified in Article 11.12 (and where there are qualified applicants), and no query or grievance has been received, an "Offer of Appointment" shall be made forthwith. Applicants for such positions, if not already notified of the recommended appointee(s), shall be sent a "Notice of Recommended Appointment." The requirement for posting of a position shall delay the appointment dates specified in Article 11.12 only to the extent necessary to comply with the posting requirements.

- 12.13.4 Where practicable, a hiring unit shall prepare a "Part-Time Academic (Contract Faculty) Employee Transaction Form" for each appointment no later than five working days after receipt of a signed "Offer of Appointment." Once prepared, such forms shall be immediately forwarded for processing so as to ensure payment of the employee on the first regular payday of their appointment period, where practicable.

- 12.13.5 Where a recommended appointee named in a "Notice of Recommended Appointment" does not receive an "Offer of Appointment" because of a grievance respecting the recommended appointment, and no equivalent position is found for the employee, the employer agrees to waive the time limits for grieving/querying other appointments for which that employee applied and was not recommended.

12.14 ACCEPTANCE OF OFFERS

- 12.14.1 Where the foregoing deadline per 12.12.2(i) is observed, said Offer for an appointment in the fall/winter session must normally be accepted or declined ~~by July 28~~ within fourteen days of receipt of offer.

- 12.14.2 Where the foregoing deadline per 12.12.2(ii) is observed, said Offer for an appointment in the summer session must normally be accepted or declined ~~by April~~

~~45~~ within fourteen days of receipt of offer.

- 12.14.3 It is understood that normally the response per 12.13.1 or 12.13.2 will be in writing.
- 12.14.4 Where an employee fails to respond by these dates, the hiring unit shall call the employee at the phone number listed on the application form to clarify whether or not the position is accepted or declined. The hiring unit shall make best efforts to contact the recommended employee in ~~the~~ a three-day grace period following the required date of response as per Article 12.14.1 or 12.14.2 above. ~~between July 29 until August 1, at which time Article 12.14.1 shall pertain.~~
- 12.14.5 It is also understood that in exceptional circumstances an employee may delay accepting or declining an Offer of Appointment and that "exceptional circumstances" pertain when an employee has reasonable grounds to believe that they will be offered another position and that offer is late; e.g., the person is named in an NRA for a different position in another hiring unit.
- 12.14.6 Where a member declines a position, or fails to respond to an Offer and the hiring unit is unable to contact the member the Late Appointments provisions per Article 12.14 shall pertain.

12.15 LATE APPOINTMENTS

- 12.15.1 Where a fall/winter position arises as a result of a CUPE 3903 employee resigning a position, declining or rejecting an offer, or failing to respond to an offer by or after August 1, a new Notice of Recommended Appointment shall be issued recommending the individual who was the next most senior, qualified applicant for the position. The hiring unit shall automatically deem that the recommendation has been queried and will supply the union office and the Department of Faculty Relations each with the non-confidential information used to select the recommended candidate. If no grievance has been received within ~~eighteen~~ ten calendar days of the date of issue of the Notice of Recommended Appointment, an offer of appointment will be sent. An offer of appointment in such a circumstance shall be accepted or declined within five calendar days. If a grievance is filed, it will be referred directly to Step ~~Three~~ Two.
- 12.15.2 If exceptional circumstances per 11.09.2 require a position to be posted which was not previously posted, the position will be posted on or after August 1 for 48 hours between 9:00 a.m. Monday and 5:00 p.m. Friday (for example, 11:00 a.m. Monday to 11:00 a.m. Wednesday or 11:00 a.m. Friday to 11:00 a.m. Tuesday) per 11.10.1. Following the posting, a Notice of Recommended Appointment will be issued. The hiring unit shall automatically deem that the recommendation has been queried and will supply the union office and the Office of Faculty Relations each with the non-confidential information used to select the recommended candidate. If no grievance has been received within ~~eighteen~~ ten calendar days of the date of issue of the Notice of Recommended Appointment, an offer of appointment will be sent. An offer of appointment in such a circumstance shall be accepted or declined within five calendar days. If a grievance is filed, it will be referred directly to Step ~~Three~~ Two.
- 12.15.3 Where an employee expects to be absent or otherwise not available to respond to a Notice of Recommended Appointment issued in August per 12.14.1 or 12.14.2,

s/he may advise a hiring unit that, should any late appointments be processed, a Notice of Recommended Appointment should be sent to a designated address. The employee may then contact the union office in order to have an inquiry or grievance processed on their behalf.

- 12.15.4 The parties agree to use their best offices to ensure that these processes are completed by the end of August or, for postings other than the fall/winter session, by a date in advance of the start of the session.
- 12.15.5 Notwithstanding Article 12.14.4, this provision (Article 12.14) will be in effect until September 30 for fall/winter courses, December 1 to January 31 for winter courses and April 1 to May 15 for summer courses.

12.16 FOUNDATIONS COURSE DESIGN POSITIONS

- 12.16.1 Employees who hold an initial Type 1 Designer position in a Foundations course will have the right of first refusal for the position in the subsequent academic session, after which the position will be subject to the normal appointments provisions of Article 11 and 12.
- 12.16.2 No employee may hold more than six Type 2 tutorial positions in the Foundations Program.
- 12.16.3 Employees may not hold more than 1 type 1 Design position per contract year
- 12.16.4 Hiring units may post no more than 1 type 1 Design position per course per contract year
- 12.16.5 Effective September 1, 1999 1000-level Foundations tutorials will have a trigger set at 25 and an upper class size limit of 28. 2000-level Foundations tutorials will have a trigger set at 28 and an upper class size limit of 31.
- 12.16.6 Normally, the size of 1000-level Foundations tutorials shall not exceed 25 at the November 1 count, and the size of 2000-level Foundations tutorials shall not exceed 28 at the November 1 count.
- 12.16.7 The employer will provide a Foundations Coordinator for the Division of Humanities and a Foundations Coordinator for the Division of Social Science. Each Coordinator will receive release time, contingent on the amount of work involved. The Coordinators will be responsible for coordinating the critical skills components of Foundations courses, organizing training sessions and assisting with Foundations training sessions. The Coordinators will help to ensure that work plans in Foundations courses are realistic. In consultation with CUPE 3903, the Foundations Coordinators shall develop a workload form specifically for Foundations courses. This form will be distributed to all Foundations tutorial leaders during the first two weeks of classes, and will be completed by tutorial leaders pursuant to Article 10.02 of the collective agreement. A note will be attached to the workload forms informing tutorial leaders that they may bring workload concerns to the attention of the appropriate Foundations Coordinator. Employees are entitled to union representation at workload meetings.

12.17 CANCELLATION OF APPOINTMENTS

- 12.17.1 When an appointment which has been offered in writing is cancelled for reasons of insufficient enrolment in the course in question, and no reasonable and equivalent alternative position is found for the employee, they shall receive one-eighth of the salary for the position as severance pay. When an appointment which has been offered in writing is cancelled for any other reason, and no reasonable and equivalent alternative position is found for the employee, they shall receive two-fifths of the salary for the position as severance pay. If an appointment is cancelled and no reasonable and equivalent alternative position is found for the employee, that employee shall accrue experience provided they already had applicable prior experience when the offer of employment was made. Further, the employer shall not cancel an appointment in order to have the duties performed by another employee in the bargaining unit or otherwise. When an appointment is cancelled the Union shall be advised.
- 12.17.2 The employer agrees that no appointment shall be cancelled for low enrolment after the beginning of classes, and that no appointment shall be cancelled for any other reason after it commences, except in the case of off-campus courses where no appointment shall be cancelled after the second meeting of the class. Where the appointment has commenced and cannot be cancelled, the individual appointed shall receive the appropriate salary and accumulate applicable prior experience for the position.
- 12.17.3 In the first week of classes in each session, a list of the individuals appointed and the positions and courses to which they are appointed shall be posted by the hiring unit on one of its bulletin boards, with a copy to the union.
- 12.18.1 Notwithstanding Article 12.17, the employer may cancel an appointment which has been offered in writing before it commences, where the appointment is in violation of other provisions of this agreement. On cancellation, the individual wrongly appointed shall receive one-fifth of the salary for the position, but normally shall not accumulate applicable prior experience in respect of the cancelled appointment.
- 12.18.2 Where the individual whose appointment is cancelled as per 12.18.1 demonstrates that they refused another offer of appointment at the University in order to accept the appointment which was then cancelled as per 12.18.1 they shall accrue applicable prior experience in respect of the appointment unless subsequent to the cancellation as per 12.18.1 they are offered an equivalent appointment which could not have been accepted unless the original appointment had been cancelled as per 12.18.1.
- 12.18.3 It is further agreed that, where the appointment cannot be cancelled because it has commenced as per 12.17.2, the individual who should have been appointed to the position under the provisions of this agreement shall, if the grievance is upheld without recourse to arbitration, receive the salary and accumulate applicable prior experience and gain incumbency protection per 12.06.2 for the position or, if the grievance is upheld at arbitration, shall be awarded the salary and applicable prior experience and gain incumbency protection per 12.06.2 for the position by the Arbitrator.
- 12.18.4 It is understood that where the grieved position would put the employee in excess

of the cap, or where the employee is already in excess of the cap, the foregoing provision, Article 12.18.3, does not apply.

12.19 APPOINTMENT INFORMATION – Language agreed to and signed off by the parties December 20, 2023

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

12.20 Upon request, an applicant who holds the required qualifications for a particular position shall be given by the employer the hiring unit's assessment of their applicable prior experience for that position.

12.21 APPOINTMENT DATES

The appointment dates for contracts in the fall/winter session shall normally be 1 September to 30 April. Where an employee is required to work after the formal termination date, the employee shall receive individual notice of this work requirement as soon as possible and not later than 15 March. In the event of grade appeals or academic dishonesty cases, such notice is not required. Whenever such work exceeds two hours, it shall be compensated at the marker/grader rate. For required attendance at Academic Dishonesty meetings following the expiry of the contract, such notice will also not be required. This work will be compensated at the marker/grader rate. Such individual notice shall detail the specific duties to be performed and their expected date of completion. Where an employee is required to work after the formal termination date, the period of such work shall not be unreasonably extended.

12.22 REQUEST TO DESIGN COURSE

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

- (i) The department will provide the union with copies of all the relevant documentation as soon as is practicable and before the commencement of the appointment.
- (ii) If the course is new and is offered within **36 45** months of the approval required by Senate or if the course has been transformed and is offered within **36 45** months of completion of the transformation of the course into an on-line or blended course, the course designer will be appointed as the course director the first two times the course is offered within this period if the course is a full

course and the first three times the course is offered within this period if the course is a half course, regardless of the provisions of Articles 11 and 12.

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

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

12.23 SCHEDULING CONFLICTS

- (i) Where there is more than one section or group in a course and an individual is unable to accept a position in the course because the appointment is so scheduled as to conflict with another position they have accepted within the University, the employer shall make reasonable efforts to resolve such a conflict to enable the individual to accept both positions.
- (ii) Employees who have taught at least four years in a hiring unit(s) and are interested in teaching in that hiring unit(s) in the following academic year and wish to have input into the scheduling of courses shall indicate in writing to the hiring unit(s) the areas of their interest and days and times during which they expect to be available. To be considered, this information must be received before the date by which time-tables must be submitted to the Room Allocation Centre
- (iii) Any and all exchanges of positions between or among appointees or recommended appointees require approval of the employer.

12.24 WORKLOAD

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

12.25 PROFESSIONAL PERFORMANCE AND SERVICE FILE

- (i) A professional performance and service file shall be kept for an employee in each hiring unit where they have an appointment.
- (ii) Only material from this file shall be used as the basis for hiring decisions respecting competence and ability per Article 12.02.1. This file shall contain only materials relevant to the issue of competence and ability, and/or the employee's professional performance, and shall include, if available, a current curriculum vitae, a current application form, previous Personnel Action Forms, Offer of Appointment forms, evaluations generated under Article 13, and relevant documents generated under Article 8. Where any relevant materials other than those herein identified are added to the file they shall be date stamped, and the employee shall be notified of their inclusion within fourteen ~~(14)~~ days of that date. If such additional material does not lead to discipline under Article 8 or formal evaluation per Article 13, then, after two years of its inclusion in the file, exclusive of leaves, **such materials shall be removed from the file at the employee's request and the employee shall be notified once the materials have been removed** ~~it shall be returned to the employee by registered mail. If it cannot~~

~~be delivered, upon return to the employer it shall be destroyed.~~ With the exception of student evaluations or summaries of student evaluations, no anonymous material shall be included in the file.

- (iii) An employee, upon written notice to the hiring unit, shall be entitled to add any material relevant to professional performance, achievement or progress to their professional performance and service file.
- (iv) Upon reasonable notice in writing to the Chair, an employee and/or their authorized representative shall be able to inspect the contents of the file, and add, if the employee so wishes, any relevant comments. The file shall be available to the employer only to provide a source of information in reaching decisions on hiring in accordance with Articles 8, 12 and 13. No documents therein shall be released physically or orally for any other reason without the employee's prior consent in writing.

ARTICLE 13 – EVALUATIONS

13.01.1 The employer and the union agree that a primary purpose of evaluations is to improve the quality of teaching by assisting the employee to develop their teaching skills. An evaluation of an employee's work and/or performance which does not conform to the provisions of this article shall be null and void.

13.01.2 INFORMAL EVALUATIONS

- (i) Normally, the employer will evaluate informally, such evaluations to be assessments of performance by someone of the employee's choice in the hiring unit or another hiring unit who is acceptable to the hiring unit, of the various duties and responsibilities of the position based on reasonable academic criteria consistent with Article 12.02.1. Such assessments will not normally be done for a person more than once per fall/winter session (September to April) and once per summer session (May to August).
- (ii) Prior to an informal evaluation of an employee in a teaching situation, the employer shall consult with the employee concerning the time and criteria for such evaluation.
- (iii) The result of the informal evaluation shall be discussed with the employee after appropriate notice.
- (iv) An informal evaluation may result in recommendations to the employee for improvement of teaching skills/professional development, or may result in a recommendation to the hiring unit that a formal evaluation be conducted, or where permitted by Article 12.09.2 of the Unit 2 agreement, may result in establishment of a Competence and Ability Review Period for cause. Where informal evaluation results in recommendations, those shall be made in writing and dated with a copy to the employee and placed in their professional performance and service file. Such recommendations shall be removed from the file after two years, except where a Competence and Ability Review Period is established in the interim, in which case the recommendations shall be retained in the file until the review period is completed.
- (v) An informal evaluation shall not be used as a source of information in hiring decisions.

13.02.1 FORMAL EVALUATIONS

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

- (i) an employee request
- (ii) a mutual agreement of hiring unit and employee
- (iii) a recommendation arising from an informal evaluation
- (iv) a decision of Chair/Director, Dean, Director or designate resulting from:
 - a. an informal evaluation; or
 - b. the processing of a complaint matter in accordance with Article 8.

13.02.2 All formal evaluations of an employee's performance of the various duties and responsibilities of a position shall:

- (i) use reasonable methods and criteria of evaluation appropriate to the hiring unit and to the position in question; and
- (ii) be in writing.

13.02.3 All formal evaluations must comply with the following procedures.

- (i) ~~The hiring unit will discuss with the employee the selection of the evaluator. The employee may suggest one or more names for consideration, and the employee's suggested names will not be unreasonably denied. The evaluator will be someone of the employee's choice in the hiring unit or another hiring unit at York who is acceptable to the hiring unit.~~
The hiring unit will discuss with the employee the selection of the evaluator. The employee may suggest one or more names for consideration, and the employee's suggested names will not be unreasonably denied. The evaluator will be someone of the employee's choice in the hiring unit or another hiring unit at York who is acceptable to the hiring unit.
- (ii) The hiring unit shall inform the employee in writing of the pending evaluation, of the person to conduct the evaluation and of the methods and criteria to be used at least ~~14~~ fourteen days (pro-rated for sessions other than fall/winter but not fewer than ~~3~~ five working days) in advance of the start of a formal evaluation period.
- (iii) Where there is to be a formal evaluation of classroom teaching, the hiring unit shall give at least ~~14~~ fourteen days' notice (pro-rated for sessions other than fall/winter but not fewer than ~~3~~ five working days) of class visitation. (Such notice may be coincident with (ii) above.)
- (iv) Any formal evaluation shall be discussed between the employee and their immediate supervisor, with a union representative present if the employee so wishes, and shall be given to the employee at least three working days before that discussion. The employee shall sign the evaluation to acknowledge the fact that such a discussion took place, and the employee may add their written comments to the evaluation within three weeks of the discussion if they so wish.

13.03 A grievance over the contents of an evaluation shall not be processed past Step ~~Three~~ Two. In the event that such a grievance reaches Step ~~Three~~ Two, it shall be deemed settled by the Dean's reply, and ~~Step Four and/or~~ Article 7 (Arbitration) shall not be invoked. This does not limit the right to grieve the reasonableness of the methods and criteria of evaluation. Such a grievance shall not operate to halt or interfere with the evaluation process unless otherwise agreed by the parties or

ordered by an Arbitrator ~~or Arbitration Board~~.

- 13.04 Written formal evaluations may be kept only in an employee's professional performance and service file and shall provide a source of information in reaching decisions on hiring in accordance with this article.
- 13.05 All copies of any formal evaluation demonstrating incompetence, inability or negligence shall be destroyed after the employee in question has received a formal evaluation in the same or a subsequent session in a similar position in the same hiring unit which fails to demonstrate incompetence, inability or negligence.
- 13.06 Except for evaluations conducted during a Competence and Ability Review Period for cause, or evaluations conducted as a result of action taken per Article 8.03.1, an employee shall not be formally evaluated without their consent in a position by a hiring unit for a period of two years after they have received two formal evaluations which fail to demonstrate incompetence, inability or negligence in positions of the same type in consecutive years in the same hiring unit.

13.07 STUDENT EVALUATIONS

- 13.07.1 The results of any student evaluations conducted by the employer and over which the employer retains sole jurisdiction, shall not be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement, **subject to the exemption of the University's Core Institutional Questions, which may be made available to students.** Per Article 12.24~~25~~ such evaluations, or a summary of, may also be placed in an employee's Professional Performance and Service File with the employee's written agreement.

ARTICLE 15 – GENERAL

15.01.8 RESOURCES FOR PERSONS WITH DISABILITIES

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

15.10 PARTICIPATION – **Employer Counter Proposal Feb 15, 2024**

- 15.10.1 The Parties agree that the valuable contributions made by CUPE 3903 members be recognized by incorporating them as fully as possible into the decision-making processes of the University.
- 15.10.2 The Employer agrees to recommend (and to use its best offices to persuade) Senate and the Faculty Councils in which CUPE 3903 Unit 2 members are employed to:
- (i) Amend the relevant Senate document(s) to clearly state that part-time faculty are eligible for election to Senate; and

- (ii) Establish a process whereby a guaranteed minimum number of Senate seats elected by Faculty Councils will be filled by part-time faculty members. Such minimum will provide significantly greater representation than is the case at present. It will take into account the variation among faculties of their share of elected seats, and the proportion of teaching done by part-time faculty members in the faculty. The recommended minimum will be 25% of elected Faculty Council seats. It is intended that this process will produce its first Senators by August 31, 1993.

15.10.3 The Employer agrees to recommend to (and to use its best efforts to persuade) the appropriate bodies that hiring units in which CUPE 3903 members work include in their Rules of Procedure provisions respecting the participation and privileges of Teaching Assistants and Contract Faculty including, but not limited to:

- attendance as voting members at meetings of the departments in which they are employed;
- service on the appropriate committees of the employing departments.

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

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

~~15.10.4 In the contract year 1998-99, The Vice-President (Academic Affairs) will send to each Faculty a copy of the letter attached as Appendix "I" recommending that they consider motions similar to those that were passed by the Faculty of Arts Council concerning the participation of contract faculty.~~

Delete Appendix

15.10.5 EXPERIENCE CREDIT FOR PARTICIPATION

- ~~(i) The parties agree to develop a protocol for the awarding of APE credit for participation, taking into consideration the degree of such participation both in terms of time commitment involved and difficulty of the tasks performed.~~
- ~~(ii) The parties will consider whether such credit is Cap exempt in whole or in part.~~

In support of their participation as per Article 15.10.3 above, contract faculty employees

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

i. Minimum requirement for APE participation credit

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

ii. Value of APE participation credit

20 to 62.5 hours of participation: 1/6 or 0.17 FCE of APE participation credit.
Greater than 62.5 hours: 1/3 or 0.33 FCE of APE participation credit.

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

iv. Article ~~12.04.1 (iv)~~ 12.05 ("Cap") and Article 12.07 (iv) ("annual accrual of APE")

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

v. Reporting APE participation credit

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

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

vi. Updating Work Histories to incorporate APE participation credit

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

Commented [KG1]: Employer will develop and provide a new Appendix "XX".

12.07 APPLICABLE PRIOR EXPERIENCE – New Employer Counter Proposal Feb 15, 2024

*Note: See proposal above at article 12.07 which is related to the Employers Counter Proposal at Article 15.10.

15.12.2 The employer agrees to contribute annually to operating costs of the Student Centre

Childcare facility **known as the Lee Wiggins Childcare Centre**. In each year of the collective agreement, the amount allocated shall be \$50,000. By September 30 of each academic year the employer will allocate \$50,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. Any remaining amount from the subsidies that goes unused shall be reallocated towards operational costs of the Student Centre Childcare Facility. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.

15.19 PROFESSIONAL DEVELOPMENT FUND

The Employer agrees to contribute to the Professional Development Fund **as follows: \$138,370 effective September 1, 2020, \$130,754 effective September 1, 2021, and \$141,152 effective September 1, 2022.**

**\$142,564 Effective September 1, 2023,
\$143,989 Effective September 1, 2024,
\$145,430 Effective September 1, 2025, and each September 1 thereafter.**

The purposes, criteria, procedures, eligibility and priorities for distribution of these monies shall be established by the Labour/Management Committee. The Director of the Centre for the Support of Teaching shall be invited to participate in the deliberations of the Committee. The monies shall be handled by the union, in accordance with the decisions of the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee. Any unspent monies shall roll over into the subsequent contract period.

The Parties suggest that the Committee consider the following two priorities:

- (1) to assist new employees within the first two years of employment in the bargaining unit in the development of their professional competence and ability; and
- (2) to assist employees in upgrading their qualifications for full-time academic appointments.

15.21 PROFESSIONAL EXPENSE REIMBURSEMENT – **Employer Counter Proposal February 15, 2024**

~~Effective September 1, 2017 the employer will allocate \$275,000 for the distribution of a Professional Expense Reimbursement which will be made available to Unit 2 employees on the following basis: \$375 for each type 1 or equivalent position (prorated for type 2 or "partial" appointments) to a maximum of \$1,125 per year. At the end of each contract year the unexpended portion of these funds shall be rolled over for following years with the following condition: any individual PER allocations which remain unspent after 3 years of initial allocation will be reabsorbed into the fund. The criteria and procedures regarding the administration of the Professional Expense Reimbursement will be subject to the approval of the Labour/Management Committee.~~

1. Effective annually on September 1, 2024 the employer will allocate ~~\$275,000~~ \$300,000 for the distribution of a Professional Expense Reimbursement ("PER") fund

("PER Fund").

2. Employees in the Unit 2 bargaining unit will be eligible for a PER allocation at the rate of \$375 for each type 1 or equivalent position (prorated for type 2 or "partial" appointments) held in the previous contract year from September 1 to August 30th to a maximum of \$1125 per contract year.
3. By October 15th annually, the employer will inform employees of their individual PER allocation and any carry forward per 15.21.4 below. Individual PER allocations as per Paragraph 2 above will be adjusted in the event that the PER Fund is not sufficient to cover the required allocations based on the number of assignments in the previous year.
4. An employee may carry forward PER funds for up to three years after which any unspent PER funds will be reabsorbed into the PER Fund.
5. The criteria and procedures regarding the administration of the Professional Expense Reimbursement will be subject to the approval of the Labour/Management Committee.

Letter of Agreement

The Employer agrees that before the expiry of the current Collective Agreement it will implement an automated system to allow members to check the current balance of their accrued Professional Expense Reimbursement funds online.

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

ARTICLE 17 – LEAVES

- 17.06 PAID ~~PREGNANCY MATERNITY~~ LEAVE Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a ~~pregnant female~~ employee shall be entitled to paid ~~pregnancy maternity~~ leave of up to seventeen thirty-fifths of the period of their Appointment Contract(s). Requests for ~~Pregnancy Maternity~~ Leave will be made as soon as practicable and normally no later than one month before the intended start-date of the leave.
- 17.06.1 YEAR OF SERVICE CREDIT FOR MATERNITY PRIOR TO 1987-88 Prior to the 1987-88 contract year, when there were no ~~pregnancy maternity~~ or long-term ~~pregnancy maternity~~ leave provisions in the collective agreement, if an employee can demonstrate that they would have been eligible at that time, according to the current collective agreement's eligibility criteria (except for the requirement for a written request to the Chair), and held APE in the years preceding and following the year in which they would have been entitled to such a leave, they will be credited with 1 year of service for each period that they would have been entitled to such a leave.
- 17.07 PAID CARE-GIVER LEAVE Upon written request, a paid leave of absence of up to twelve thirty-fifths shall be granted to an employee on the occasion of the birth of a child for which ~~they are~~ ~~she is~~ going to accept care-giver responsibility. Where ~~more than one~~ ~~two~~ employees ~~has~~ ~~are~~ care-giver responsibility for a new-born child and one is eligible for ~~pregnancy maternity~~ leave, they may divide the amount of paid ~~pregnancy maternity~~ and care-giver leave between them.

- 17.08 PAID ADOPTION LEAVE Upon written request indicating the expected date of adoption of an infant (i.e., less than five years old at the time of adoption), the employee who has the principal responsibility for the care of that child shall be entitled to a paid adoption leave, coincident with the adoption of that child, of up to twelve thirty-fifths of the period of their Appointment Contract(s). Where **more than one** ~~two~~ employees ~~is~~ ~~are~~ assuming joint care-giver responsibility for that child, a maximum of twelve thirty-fifths of paid adoption leave may be shared between them, in which case the portion claimed by each shall be calculated on the Appointment Contract(s) that each holds.
- 17.09 ~~CARE-GIVER UNPAID PARENTAL LEAVE — TIME-OFF~~ Upon written request, the ~~pregnant employee~~ ~~natural mother~~ shall be entitled to **an unpaid parental** leave of up to **sixty-one** ~~thirty-five~~ weeks in time off, **in addition to the** ~~including the paid portion of~~ leave specified in Article 17.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to **sixty-three** ~~twenty~~ weeks in time off, including the paid portion of leave specified in Articles 17.07 and 17.08.
- 17.10 ~~PREGNANCY MATERNITY LEAVE REPLACEMENTS~~ It is understood that in replacing an employee off on **pregnancy/caregiver** ~~maternity/parental~~ leave, the employer shall ensure that any initial replacement posting has the same qualifications as the original posting for the position and the employer shall ensure that any selected candidate meets the posted qualifications. If the position is not filled by way of the initial posting and the employer re-posts the position with lesser qualifications, then the selected replacement employee will not be able to exercise incumbency achieved by way of the replacement period against the employee on leave
- 17.11 SUPPLEMENTAL BENEFITS The employer shall maintain a “Supplemental Unemployment Benefits Plan” pursuant to the Employment Insurance Act and - 56 - Regulations in regard to **pregnancy** ~~maternity~~, parental and adoption leave. The employer shall make amendments as appropriate to ensure that the Plan provides the maximum permissible benefits in conjunction with Articles 17.06, 17.07 or 17.08.

ARTICLE 19 – DURATION AND MODIFICATION OF AGREEMENT – November 24, 2023

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

ARTICLE 20 – WAYS & MEANS FUND – Employer Proposal Feb 02, 2024

- 20.01 Upon ratification the employer will pay to the union \$40,245 towards the union's Ways & Means Fund, which fund is administered by the union. For 2009-10, effective September 1, 2009, this amount will be increased to \$42,245 and for 2010-11, effective September 1, 2010, this amount will be increased to \$44,245. Effective September 1, 2014, the

Employer will pay to the Union \$59,245 towards the Union's Ways and Means Fund. Effective September 1, 2015, the Employer will pay to the Union \$74,245 for each year of the collective agreement.

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

Upon ratification of the 2023-26 Collective Agreement the employer will pay to the Union \$40,245 \$XX, less the amount of \$238,342.09 that was paid to the Union in the fall of 2023, towards the Union's Ways & Means Fund, which fund is administered by the Union. For 2009-10-2024-25, effective September 1, 2009-2024, this amount will be increased to \$42,245 \$YY and for 2010-11-2025-26, effective September 1, 2010-2025, this amount will be increased to \$44,245 \$ZZ, and each year thereafter. Effective September 1, 2014, the Employer will pay to the Union \$59,245 towards the Union's Ways and Means Fund. Effective September 1, 2015, the Employer will pay to the Union \$74,245 for each year of the collective agreement.

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

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

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

LETTERS OF INTENT – Language agreed to by the parties (Pending sign off) – January 17, 2024

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

Letter of Agreement
Discussions regarding Workplace Accommodation – Employer Counterproposal –
December 19, 2023

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

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

Two weeks in advance of a scheduled meeting, the Employer will provide the union with aggregate data regarding newly medically accommodated employees in the CUPE 3903 bargaining units, including non-confidential information regarding the nature of the accommodation provided.

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

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

LETTER OF UNDERSTANDING – Employer Counter Proposal January 17, 2024

**PRIORITY FOR INDIGENOUS OR RACIALIZED CANDIDATES –
ARTICLE 12.04.1**

The parties agree as follows:

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

**LETTER OF UNDERSTANDING
SEVERANCE**

Language Agreed to and by the parties January 17, 2024 (Pending sign off)

Upon application, an individual who meets the following criteria:

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

shall receive 3/35 of the grid rate in the severance year for the position of course director for each year of service in which the employee held at least one Type 1 or equivalent position in the bargaining unit.

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

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

It is understood that employees who have held a CLA(s) as part of their work at York University are entitled to have such employment counted as 3 course directorships under these provisions, including payment calculations.

A period of approved credited for service and/or APE leave under the CA counts for eligibility purposes but not for payment.

This article shall not apply to the extent that the reduction in course load is owing to the introduction of the Cap, Article 12.03.1(x) in September 1998, or the employee's retirement/termination under the York Pension Plan, or joining another York University employee group or bargaining unit as a full-time employee.

An affected employee may apply for severance after September 30 in the year in which they qualify for severance. Upon application, they will be considered severed if they have not been appointed to any positions in that academic session. If they have been appointed to a position(s), but is still eligible for severance, they will be considered to be severed at the expiry of the

contract(s) they are holding.

It is understood that the foregoing does not preclude an eligible employee from forfeiting positions they have not already begun. In this case the forfeited positions will not be counted against the employee's severance entitlement.

Normally, payment will be calculated and made at the end of the severance year (see below). However, this may be expedited for an employee who reasonably believes that no work will be offered during the upcoming terms based on past work patterns. An employee will have three months from the date of application to rescind the application. Where the employee has not received payment at the three-month juncture, they have until the Severance payment has been made to rescind their application.

Upon an application for severance, the applicant is considered to be severed and the consequences, as outlined in the required correspondence between the University and the applicant (see Appendices J and K) will be in full force and effect and will not be undone. Should an application be subsequently rescinded, no retroactive measures will be implemented, save and except for seniority accrual.

The severance year will be the period September 1 to August 31. An employee may make application for severance from October 1 of the Severance year until October 15 of the following year.

The parties agree that, because this is a new plan, they are committed to resolving any problems that arise in the administration of this plan.

APPENDIX B – November 24, 2023
YORK UNIVERSITY
CONTRACT TEACHING – OFFER OF APPOINTMENT

Dear: _____ Date: _____

On behalf of the Dean, I am pleased to offer you the contract teaching appointment(s) described below, in:

Hiring Unit _____ Faculty _____

1. Position Title _____ Type _____
Article 10.04

Course _____ Number of Assignments/Hours* _____
Calendar Listing

Session _____ Meeting Time(s) _____

Salary _____ Vacation _____ Total _____

2. Position Title _____ Type _____
Article 10.04

Course _____ Number of Assignments/Hours* _____
Calendar Listing

Session _____ Meeting Time(s) _____

Salary _____ Vacation _____ Total _____

3. Position Title _____ Type _____
Article 10.04

Course _____ Number of Assignments/Hours* _____
Calendar Listing

Session _____ Meeting Time(s) _____

Salary _____ Vacation _____ Total _____

4. Position Title _____ Type _____
Article 10.04

Course _____ Number of Assignments/Hours* _____
Calendar Listing

Session _____ Meeting Time(s) _____

Salary _____ Vacation _____ Total _____

Total Value of All Contracts _____

* For Type 1 and 2 positions, this refers to the number of teaching/tutorial groups
For Type 3 positions, this refers to number of hours in the appointment.

The general terms and conditions of your appointment, including salary and provision for cancellation of appointments, are as set out in the current collective agreement between York University and the Canadian Union of Public Employees, Local 3903 (CUPE 3903).

If you accept this offer of appointment, and its terms pursuant to this agreement please complete, sign, and promptly return the attached copy of this form to me Any delay in responding may delay your first salary payment

Yours Sincerely,

Chair

Please indicate any changes/additions to the information which the hiring unit has on file in the following areas.
PLEASE NOTE: Delays and/or errors in processing, and/or misdirection of the first salary payment may be unavoidable if information is inaccurate or incomplete.

Name _____ Telephone _____
Surname Given Name

Address _____ Postal Code _____

Emergency Contact _____
Name Relationship telephone (home & bus.)

Social Insurance Number _____ Sex _____ Date of Birth _____
mm dd yy

Bank (Name, Branch & Address) _____

Account Number _____

Country of Birth _____ Current Citizenship _____

Work Visa Expiry Date _____

CHECK ONE: I accept the appointment(s) as offered. ****
 I accept the appointment(s) offered subjects to the changes set out below.

1. Position Title _____ No. of Assignments/Hours _____
Per offer

2. Position Title _____ No. of Assignments/Hours _____
Per offer

3. Position Title _____ No. of Assignments/Hours _____
Per offer

4. Position Title _____ No. of Assignments/Hours _____
Per offer

NOTE: For all members of the CUPE 3903 Bargaining Unit, vacation pay at the rate of 4% of salary is calculated and identified separately and will be included in each monthly payment

The University reserves the right to cancel the appointment(s) specified above prior to the commencement of the course/position, subject to the provisions of the collective agreement, where applicable.

I understand that I am eligible for health, dental and vision coverage as outlined in the collective agreement. I understand I need to complete the enrolment form and return it to the Pension & Benefits Office, Kinsman Building in order to be able to access the benefits. The enrolment form and benefits booklet can be found at:

<http://www.yorku.ca/hr/compensation/pensionbenefits/index.html>

Hard copies of the enrolment form are available in the Pension & Benefits Office, Kinsman Building.

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>)

Would your acceptance of this offer put you over the cap in Article 12 03?

Yes _____ No _____

If No and if you accept this offer of appointment, and its terms pursuant to this agreement please complete, sign and promptly return the attached copy of this form to me within the timeframe set out in the collective agreement. If Yes, this offer cannot be accepted by you A No answer is required for this contract to be valid and for you to be able to accept it.

UNIVERSITY FACULTY RELATIONS

Signature/Date

PLEASE NOTE: INDIVIDUALS WHO DO NOT RETURN THIS SIGNED-BACK LETTER OF OFFER BY SEPTEMBER 3 FOR PAYROLL PROCESSING MAY NOT BE PAID UNTIL THE OCTOBER 25 PAY DATE.

If you are a person with a disability and wish to discuss workplace accommodation please contact the University's Employee Well Being Office: (<http://www.yorku.ca/hr/units/employeerelations/ewb.html>)
<https://thecentre.yorku.ca/resource/health-safety-well-being/>

For information regarding group health and dental plan benefits see link below:
[Link to benefit enrolment form to be included.](#)

For information regarding the terms and conditions of your employment as set out in a collective agreement between York University and CUPE 3903 Unit 2 see link below:
<https://www.yorku.ca/labour/wp-content/uploads/sites/105/2023/08/Unit-2-CA-2020-2023-FINAL-06-062.pdf>

Revised February, 2000
Revised April, 2012
Revised November, 2023

APPENDIX F – November 24, 2023

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

(If you are not registered as a full-time graduate student at York University)

NAME _____ TELEPHONE _____
surname given name

ADDRESS _____ POSTAL CODE _____
street city

EMAIL ADDRESS _____

SOCIAL INSURANCE NUMBER _____

DATE OF APPLICATION _____

TYPE OF APPLICATION: Blanket Specific
~~Two Year TCA Three Year TCA~~

In addition, I have Continuing Sessional Standing status
and wish to participate in the program

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. Applications must be accompanied by a **current curriculum vitae unless the department/division to which you are applying has a current c.v. on file. Applicants are also encouraged to submit a teaching dossier as part of their application.**

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

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

COURSES/POSITIONS

REQUESTED:

(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. _____

TOTALS: Type 1 _____ **Type 2** _____ **Type 3** _____
(Please transfer to page 1)

In completing pages 2 and 3, please list your experience at York, including all positions held at the time of application, by **Type**, proceeding from type 1 to type 3 (Article 10.04.1) and from oldest to most recent. Indicate fractional appointments.

You may include all experience gained in CUPE 3903, whether in Unit 1 or 2. In addition, you may count certain other teaching/tutoring experience at York University held outside of CUPE 3903, as stipulated in Article 12.07 of the collective agreement. You should include any experience accrued as a result of grievance, service on the CUPE 3903 Local or National Executive, in connection with leaves, as a result of Major Research and Teaching Development Grants. If necessary, use additional pages to list all experience.

Calculate the total for each Type of experience and transfer the total(s) to page 1.

Your applicable prior experience count is calculated as follows: Position Type times # of assignments, adjusted of course (full/half) and fractional.

For example, two months of a course director position in a full course in A/W = 25 type 1; a full course director position in the summer = 1 type 1; 2 tutor 1 positions = 2 type 2. The total, then, would be 1 25 type 1s and 2 type 2s.

Article 12.06 explains equivalencies among types of experience, which will assist you in determining the number of years in which you held at least one type 1 or equivalent positions for the calculation page 1.

POSITIONS BY TYPE

Type 1:

- Course Director
- Team Lecturer
- Writing Instructor

Type 2:

- Tutor 1 (Tutorial Leader)
- Tutor 2 (Demonstrator
3 lab hours/week)
- Tutor 6 (Studio Instructor)
- Instructor (Faculty of
Education)
- Music Tutor

Type 3:

- Tutor 3 (Marker/Grader)
- Tutor 4 (Individual Tutor)
- Computer Centre Advisor
- Coach (Fine Arts)

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

EDUCATION:	Degree & Discipline	University	Date Completed
(Begin with most recent)			
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

TITLES of PhD DISSERTATION and/or MASTERS THESIS: _____

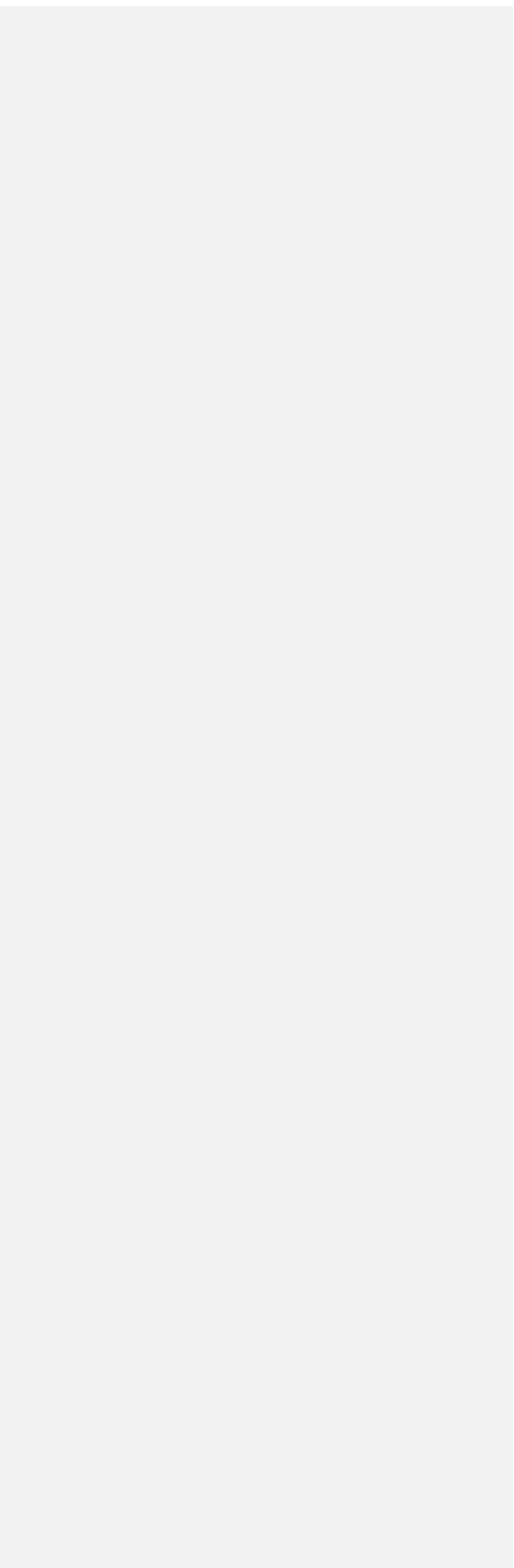
CURRENT RESEARCH: _____

PUBLICATIONS: Give authors, titles and journal references _____

PREVIOUS RELEVANT EXPERIENCE (Outside York): _____

REFERENCE (Only Required if No Previous Teaching Experience at York): _____

Please attached any additional information.



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.

- | | |
|--|--|
| <input type="checkbox"/> Visible Minorities | <input type="checkbox"/> Aboriginal People |
| <input type="checkbox"/> Persons with Disabilities | <input type="checkbox"/> Women |

Employee Number _____

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 _____

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>]

NEW Employer Proposal – February 07, 2024

Without Prejudice

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

Draft Letter to CUPE 3903 from the Employer:

Dear Stephanie,

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

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

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

Laina Bay-Cheng
Interim Vice-President Equity, People & Culture

Appendix 1 to Schedule C

See below Appendix 1 to Schedule C regarding the Job Stability Program.

Employer Proposal – Feb 02, 2027

YORK UNIVERSITY
("York" / "the University" / "the Employer")
and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3903
("the Union")

Unit 2

~~JOB SECURITY / STABILITY JOINT COMMITTEE~~
~~("JSJC" / "the Committee")~~

~~PROPOSAL FOR JOB SECURITY & STABILITY FOR UNIT 2~~

~~1. The Job Stability Joint Committee (JSJC/the Committee) was established as part of the LOA of July 2021 between the parties. The agreement described the JSJC's terms of reference:~~

~~A. Joint Committee~~

~~By no later than August 15, 2021, a joint committee will be established with the purpose of making recommendations for a new ongoing comprehensive job stability program in the York CUPE 3903 Unit 2 collective agreement that would be in place of the Continuing Sessional Standing Program (CSSP) described in Article 12 and the Long Service Teaching Appointment (LSTA) Program described in Article 24.~~

~~Notwithstanding the joint committee having issued recommendations by June 30, 2022, it is understood that the joint committee will continue to review and may make recommendations prior to August 31, 2023 concerning the operation of voluntary severance programs that have or may be provided to employees in the bargaining unit.~~

~~The joint committee will have five Employer and five Union representatives and shall be chaired by Christopher Albertyn to assist with the joint committee's work, at a cost to be borne equally between the parties. Mr. Albertyn shall be responsible for scheduling meetings with or between the parties.~~

~~The joint committee will make its recommendations by no later than June 30, 2022. Such recommendations will be subject to each Party's approval process, including ratification as may be required.~~

Subject to each parties' approval process, the joint committee's recommendations may be implemented during the term of the 2020-23 renewal collective agreement or incorporated into the renewal collective agreement succeeding the 2020-23 collective agreement on its expiry.

The above noted timelines reflect a commitment by the parties that the joint committee will, in good faith, meaningfully engage in its work and make its recommendations available to the parties prior to the commencement of negotiations for the renewal collective agreement succeeding the 2020-23 collective agreement.

2.—The initial focus of the Committee was to agree upon a set of principles or pillars upon which a job security or job stability program ("the Program") could be built.

3.—The Committee agreed upon the following core principles/pillars:

Throughout, "employee" or "contract faculty member" is in reference to contract faculty members in the CUPE Unit 2 bargaining unit

The Pillars/Principles below are intended to guide the development of a new job stability program (the Program) developed within the mandate of this committee, as per the July 2021 LOA between CUPE 3903 Unit 2 and York University:

1.—The Program will improve labour relations and will promote equity and diversity at York.

2.—The Program will be the comprehensive job stability program for positions within the York-CUPE 3903 Unit 2 Collective Agreement, such that there is one job stability program that addresses various points in time and levels of seniority in the relationship between a contract faculty member and York. The Program will be designed to provide predictable and stable employment to members of the bargaining unit.

3.—The Program will accurately convey to the greatest degree possible (within the context of enrolment trends, full-time faculty complement planning, and collegially determined curriculum and program reform), the opportunities and limits of job stability within the bargaining unit. This will be done by providing contract faculty members with reasonable expectations for such future work, with the goal of maximizing certainty of work for as many contract faculty members as possible.

4.—The Program and appointment decision-making criteria will be data-driven in respect of a hiring unit's immediate and longer-term academic needs. Such data will be shared and jointly reviewed by the Union and the management as part of the ongoing planning process.

5.—The Program will provide a clear process for the cessation of the contract faculty member's participation in the Program and/or employment relationship with the University, and the parties will consider the inclusion of supports (including professional

development) to those employees who wish to prepare for a cessation in their employment relationship.

~~6. The parties will consider inclusion of an expectation of performance accountability that is supported by professional development opportunities focused on the pedagogical skills of contract faculty.~~

~~7. As the parties develop the Program, consideration will need to be given to the status of employees who are already assigned work in accordance with existing collective agreement language.~~

~~4. To develop the content of the Program, an open opportunity was provided to members of the Committee to suggest, without attribution, ideas that could be considered in applying the principles and of what might be included in the Program. These suggestions are set out as Appendix A.~~

~~5. Given that the suggestions were not proposals of the Committee as a whole, but exploratory ideas of individuals, there was no requirement to include the suggestions into the Program. However, they gave many useful ideas of what might be contained in the Program.~~

~~6. This Report is set out to include the following: the Committee's proposals for the general operation of the Program; the provisions that are designed specifically to address equity issues (to the extent such issues are not already addressed); and steps for implementation of the Program; among other proposals.~~

~~7. There are significant differences between the proposed Program and the existing rights of bargaining unit members of Unit 2. The Committee believes that, as a transitional measure, the existing rights of Unit 2 members should be grand parented, so that, substantially, existing members of Unit 2 are not required to forego rights they currently have under the collective agreement.~~

~~8. The Program also contemplates that various supports will be provided to those who wish to be part of the Program or who are accepted into the Program. These supports are designed to provide professional development opportunities to enhance pedagogical skills, expertise, and professionalism among those who become part of the Program.~~

The Program (JSP)

Numbers below to be renumbered beginning with the number 1 (rather than the number 9) upon agreement to this proposal.

9. The ~~Committee~~ Parties intends that the Program be utilized as the ongoing optimal method for achieving job stability and security for employees in the CUPE 3903 Unit 2 bargaining unit. Therefore, the ~~Committee~~ Parties recommends that the Program absorb as much of the Unit 2 work as is practicable. All

hiring units with Employees who are eligible for the Program as per Paragraph 16 are expected to participate in the Program by considering the application files they receive and to appoint as many eligible applicants to the Program as is reasonably possible, having regard to the process set out in Paragraphs 18 and 19.

A. The Joint Program Committee (JPC)

10. There will be a new Joint Committee known as the Joint Program Committee (JPC) that will consist of five members from each party, inclusive of support persons.

11. The JPC will have the responsibility to:

- a. Review and recommend to the Employer information that the Employer provides to the Faculties, hiring units and Employees with regard to the Program.
- b. Review and recommend the information that the Union provides to its members regarding their application to and participation in the Program.
- c. Review the Employer's reports on any updated enrolment and curriculum trends that will impact on the availability of work for Employees applying for appointment or renewal to the Program for the upcoming year.
- d. Review the relevant equity data as it pertains to representation rates (see Paragraph 45b. below) within the Program and by mutual agreement, establishing any special measures that may be required to address underrepresentation where equity data indicates that representation rates are below the established threshold representation rates.
- e. Liaise and seek advice from the Employment Equity Committee with respect to 'd' above as may be required with respect to the establishment of special measures.
- f. Promote the training and professional development opportunities available to Employees in the Program.
- g. Any matter specifically referred to the JPC herein; and,
- h. Any other matter with respect to the Program as mutually agreed between the Parties.

12. The JPC may by mutual written agreement, subject to each of the parties' respective approval processes, revise the Program. Without limiting the generality of the foregoing, such revisions may include:

- a. The implementation of special measures to address underrepresentation where equity data indicates that representation rates are below the established threshold representation rates.
- b. Revising the length of Program periods in hiring units where such revisions would increase Employee participation in the Program.

13. The JPC will meet not less than three times a year (on or about October 1st, March 1st and July 1st), and so often as the JPC considers necessary. The three dates will be arranged a year advance.

14. Any dispute arising between the Parties with respect to the terms of the Program may be advanced by the grieving party to Step ~~Four~~ Two of the grievance procedure, subject to the time limits set out at Article 6.01 of the Collective Agreement. Failing resolution at Step ~~Four~~ Two, the dispute will be resolved promptly through an expeditious mediation-arbitration process. Accordingly, the parties will establish an agreed upon list of mediators/arbitrators to deal with grievances arising from the Program. Additionally, for a twenty-four-month period commencing on May 1, ~~2023~~ 2025, the parties will solely utilize Chris Albertyn as the mediator/arbitrator and will agree to a series of reserve dates that will be established by December 31, ~~2023~~ 2024 for the one-year period commencing May 1, ~~2023~~ 2025, and by December 31, ~~2023~~ 2025 for the one-year period commencing May 1, ~~2024~~ 2026. Should Chris Albertyn be unable to accept an appointment during the twenty-four-month period, the parties will appoint another mutually agreed upon arbitrator.

By mutual agreement the Parties may discuss and endeavour to informally resolve through the JPC, issues arising with respect to the implementation of the Program, prior to initiating a formal Policy grievance.

B. Entering the Program

15. York will notify all eligible Employees in Unit 2 in writing by September 1st that they are eligible for consideration for appointment to the Program beginning the following academic year. An Employee who has exited the Program as per as per Section G, will not be eligible for future entry into the Program.

16. Eligibility for the Program will be based on a minimum amount of previous teaching, being an intensity of at least:

- a. An average of 1.5 FCEs Type 1 work over the previous three years where the third and final year is at an intensity of no less than 1.5 FCEs of Type 1 work.
- b. For members of Equity Groups as set out at Article 5.03 of the 2023-2026 Collective Agreement, an average of 1.0 FCE Type 1 work over the previous 3 years at York where the third and final year is at an intensity of no less than 1.5 FCEs of Type 1 work.
- c. Eligibility for the Program for Employees who have held Tutor 6 positions ~~is~~ as set out at Appendix A.
- d. Eligibility for the Program for Employees who have held Type 2 positions as set out at Appendix E.

17. Potential applicants interested in applying to enter the Program may avail themselves of the services of the Career and Conversions Advisor (see Letter of Intent 9 of the 2020-2023 Collective Agreement) or of the Mentoring Service available through CUPE 3903 Unit 2 as per Paragraph 43 below.

18. An applicant can apply to enter the Program by no later than November 1st for a September 1st start, by submitting an Application File (the "File") to the Dean(s) or/and Principal, which will include a cover letter, current CV, teaching dossier, York University Work History and Program Application Form. The Program Application Form will ask the applicant to identify:
1. The courses they believe they are suitable to teach;
 2. Their subject areas of specialisation; and,
 3. The hiring unit(s) within the Faculty or Faculties to which they are applying to enter the Program, for which a maximum of two such hiring units may be identified.

~~19. Appointments to the Program will be awarded based on the hiring unit's: **Type 1 teaching needs and consideration of:**~~

1. **Type 1 teaching needs as per Paragraph 16 a. and b. above; or**
2. **Tutor 6 teaching needs as per Paragraph 16 c. above; or**
3. **Type 2 teaching needs as per Paragraph 16 d. above,**

And consideration of:

- d) a collegial assessment of the quality of the applicant Employee's teaching file and their ability to meet the hiring unit(s)' teaching needs;
- e) the Employer's ability to achieve fair representation of Equity Groups; and
- f) an applicant Employee's Seniority (APE).

20. On or before April 1st each year, the Employer will notify applicants to the Program in writing whether they have been successful or unsuccessful.
21. Article 12.04.1 (i-iv) of the 2023-2026 Collective Agreement pertaining to Appointments will not apply to appointments within the Program.
22. On or before April 7th each year, the Employer will inform, in writing, the Employees appointed to the Program, or continuing in the Program, of their minimum teaching assignments in the upcoming year (i.e., September 1st to August 31st).
23. The Employer may assign an Employee to work in various hiring units (including across Faculties), including, as may be necessary, units beyond those to which the Employee applied.
24. On or before June 1st each year, the Employer will advise the Union in writing of:
- a. The names of the Employees who applied to be in the Program.
 - b. The names of those Employees whose applications were unsuccessful.
 - c. The names of the Employees who were successful and will have a new Program appointment as of September 1st.
 - d. The teaching assignments for Employees in the Program for the upcoming contract year.

Commented [DB2]: Re-lettered to accommodate the new a, b and c above.

- e. Both aggregate and faculty-level reports, of non-confidential representation level data of the Equity Groups among Employees in the Program.
- f. Data for all hiring units showing the ratio of FCEs that are assigned to Employees in the Program in each hiring unit relative to the total number of Unit 2 FCEs in the unit.

C. Term of the Program and Renewals

25. For each Employee in the Program, each Program period is 5 years in length, beginning on September 1st of the year in which an Employee enters a Program period and ending on August 31st of the Employee's 5th year of the Program period.
26. An Employee in the Program may apply for a renewal within the Program by November 1st of the 5th year of their participation, for a maximum participation in the Program of 15 years (being an initial appointment and 2 renewals), subject to Paragraph 27 below.
27. Notwithstanding Paragraph 26:
- a. An Employee in the Program, who was in the bargaining unit prior to September 1, 2023, may apply for a 3rd renewal; and
 - b. There shall be no predefined limit on the number of renewals for an Employee in the Program who was in the bargaining unit prior to September 1, 2013.
28. Prior to applying for a Program renewal, an Employee may request and obtain a meeting with the chair of the hiring unit(s) or designated academic administrator in a Dean's/Principal's Office to review the anticipated teaching needs of the academic unit or units to which they are interested in applying, based on the academic unit's or units' anticipated enrolment and curriculum trends and other such data as may be relevant.
29. For renewals within the Program, applications will be assessed using the same process and on the same criteria as used for an initial appointment to the Program.
30. An Employee may seek a leave under the collective agreement or otherwise and may request to pause their participation or eligibility for renewal in the Program for the duration of the leave not exceeding three years. Where a leave is granted during an Employee's Program period the leave shall not extend the end date of the Program period.
- a. An Employee who commences an approved leave during a Program period, may seek a supplementary period in the Program that is equivalent to the length of their leave, rounded to the higher number of complete years (e.g., an Employee returning from an 18-month leave may seek a renewal of up to 2 years).

- b. Where an employee requests a supplementary period in the Program in accordance with Paragraph 30.a, the assessment of that request will be limited to the academic unit(s) teaching needs in relation to the employee's previous Application for the Program. An employee request for a supplementary period in accordance with paragraph 30.a will be given priority over renewal applications made in accordance with paragraph 26.
- c. A supplementary period in the Program per Paragraph 30.a shall not count as a "Program renewal" for the purpose of the limits set out at Paragraphs 26 and 27a above.

D. Guaranteed Workload

- 31. Using the data that is provided to the JPC in accordance with Paragraph 45.a, the JPC will endeavour to identify, discuss, and communicate to Employees in the bargaining unit, those trends that will enable hiring units to appoint applicants into the Program, or conversely those trends that may limit a hiring unit's ability to appoint applicants into the Program.
- 32. An Employee's minimum and maximum teaching load in the Program is 2.0 FCEs and 3.0 FCEs per year, respectively, in each of the five years of the Program appointment term.
 - a. The Parties agree that consistent with the purposes of the Program it is preferable to assign Employees a higher rather than lower teaching load within the range of 2.0 to 3.0 FCEs, in meeting the teaching needs of the hiring unit(s).
 - b. Within ~~two~~ ~~one~~ weeks of an Employee receiving their assignment of work for the upcoming year, the Employee may decline any of their Type 1 or Type 2 assignments so long as their total assignment of work is no less than 2.0 FCEs.
- 33. During an Employee's participation in a Program period an Employee need not make applications for assignment of work up to the Program maximum of 3 FCEs, save in the final year, as a precaution against not being reappointed to the Program.
- 34. The Employer will have discretion with respect to the work that is assigned to an Employee within the Program and will consider the Employee's application file (see Paragraph 18) in making such assignments, including courses that they have taught previously in the bargaining unit.
- 35. An Employee's seniority (APE) will accrue in the normal fashion for work performed within the Program.
- 36. Where a teaching assignment that forms part of an Employee's assignments through the Program is

cancelled because of low enrolment, every reasonable effort will be made by the academic unit(s) to find an equivalent alternative assignment for which the Employee is qualified. If no such alternative is found within the same September 1 to August 31 period, the Employee may elect to receive a cancellation payment equivalent to 30% of the rate for the cancelled assignment or request that an equivalent alternative assignment be provided in the next September 1 to August 31 period. This option will continue for each subsequent year through to the final year of the 5-year period. If no equivalent alternative assignment has been found by the end of the fifth year, the Employee will receive a cancellation payment equivalent to 50% of the rate of the cancelled assignment.

E. Supports within the Program

37. While in the Program, Employees will be encouraged to acquire new skills and expertise, and to develop their pedagogical practice.
38. Each Employee in the Program may participate in workshops available through the Teaching Commons and/or available through the York University Library Workshops (for workshops where “faculty” is the targeted Audience). For such participation, the Employee will be paid at the prevailing Marker/Grader hourly rate for such participation for up to 25 hours in a 5-year Program period, as certified by the Teaching Commons and/or the York University Library. For the purposes of payment, the presentation of such certification to the Employee’s hiring unit must be made by no later than August 1st in the year in which the employee participated in such training. Payment from the hiring unit to the Employee will occur by no later than the August pay date for that year. An Employee’s participation in such workshops shall be excluded from work of the bargaining unit.
39. The Parties, through the York-CUPE 3903 Labour Management Committee will review existing funds and programs provisions that exist in the 2020-23 collective agreement to consider ways in which they can be better utilized and publicized to support the Program¹.
40. **Commencing in the 5th year of the Program,** the Employer will provide additional Research Leave Funds (Article 15.15 of the 2020-23 Collective Agreement) equivalent to up to the value of twelve (12) Type 1 positions to provide up to four (4) Research Leaves each year that will be open only to Employees in the Program.
 - a. To be eligible for one of the four (4) Research Leaves an Employee must be in Year 4 of the Program period (and will make application to take the Research Leave in year 5 of their Program period). An Employee who neither applied for nor received such a Research Leave in the first Program period, may apply for a Research Leave in any year other than the final year of a renewal Program period.

¹ Research Grants (Article 15.16), Research Leave (Article 15.15), Conference Travel Fund (Article 15.17), Tuition Costs Fund (Article 15.20), Teaching Development Fund (Article 15.18), Professional Development Fund (Article 15.19), and Tuition Waiver eligibility (Article 15.13).

- b. For clarity, an Employee in the Program may apply for the other Research Leaves specified at Article 15.15, subject to their meeting the eligibility criteria, but may only receive a total of one Research Leave a year. All other provisions set out at Article 15.15 apply to these four (4) additional Research Leaves.
 - c. In accordance with the third paragraph of Article 15.15 of the Collective Agreement an Employee who receives one of these additional Research Leaves may teach up to a maximum of 1 Type 1 positions or its equivalent during the Leave. A Type 1 position will be assigned to the Employee within the Program provided the Employee notifies their Dean they wish to teach within one (1) week of being awarded a Research Leave.
 - d. Regarding any surplus funds under Article 15.15, the Labour Management Committee may agree to direct such funds to Research Leaves under the Program (i.e., to be used by Employees in the Program) rather than Research Leaves under Article 15.15 of the collective agreement.
41. Commencing in the 2nd year of the Program, the Employer will provide additional Teaching Development Funds (Article 15.18 of the 2020-23 Collective Agreement), equivalent to the value of two (2) Type 1 positions plus \$6,000.
- a. The funds equivalent to two (2) additional Major Teaching Development Grants will be open to Employees in the Program only and are for the purposes of Major Teaching Development Grants, to a maximum of two (2) such Grants as described at Article 15.18.1 of the 2020-23 Collective Agreement.
 - b. The additional \$6,000 referenced above will be open to Employees in the Program only and will be for the purposes of up to two (2) additional Teaching Development Grants to a maximum \$3,000 each, as per Article 15.18.2 of the 2020-23 Collective Agreement.
 - c. For clarity, an Employee in the Program may apply for the other Teaching Development Grant specified at Article 15.18, subject to their meeting the eligibility criteria, but may only receive a total of one Teaching Development Grant a year. All other provisions set out at Article 15.18 apply to these additional Grants.
 - d. Regarding any surplus funds under Article 15.18, the Labour Management Committee may agree to direct such funds to Teaching Development Funds under this Paragraph (i.e., to be used by Employees in the Program) rather than Teaching Development Funds under Article 15.18 of the Collective Agreement.
42. Commencing no later than ~~August~~ January 31, 2024 2025, the Employer will offer annual workshops to Employees on how to apply for Research Leaves and Teaching Development Grants.
43. In addition to the other supports identified here in Section E, commencing on September 1, 2024 the University will establish a Mentoring Fund, in the amount of \$10,000 per year, to be operated under the aegis of the Union, for the purpose of providing mentoring and other supports to those aspiring

to be admitted to the Program, and for those within the Program, with an emphasis on mentoring for members of equity groups. The Union will report annually on the utilization of the fund to the Labour-Management Committee, including an identification of what the Funds were expended on. Unspent monies in this Fund will carry forward to the subsequent year to a maximum total fund amount of \$20,000 as of September 1 in any year and subject to the Union producing the report described above.

44. Further to Paragraph 40, through the York-CUPE 3903 Labour Management Committee, the Parties may mutually agree to redirect unspent monies from the Research Grant Fund (Article 15.16) and/or the Conference Travel Fund (Article 15.17) to Research Leaves (as per Paragraph 40 and Article 15.15) specifically for Employees in the Program and/ to Teaching Development Funds (Paragraph 41 and Article 15.18) specifically for Employees in the Program.

F. Data

45. The JPC will review:

- a. As a standing item on the JPC meeting agenda, the Employer will report on any updated enrolment and curriculum trends that will impact on the availability of work for Employees applying for appointment or renewal to the Program for the upcoming year;
- b. The relevant equity data as it pertains to representation rates (see Paragraph 54 below) within the Program.

46. The University will, where possible, promptly provide all reasonable requests for data from the JPC. In making any request for data the JPC will consider the data already provided through the existing provisions of the Collective Agreement and through this Program to avoid the duplication of data production.

G. Exiting the Program

47. 1) A Professional Transition Payment equivalent to:

- a. 2.0 FCEs will be provided to an Employee who exits the Program at the end of a first or second Program Period and who elects to forfeit all accrued seniority.
- b. 1.0 FCEs will be provided to an Employee who exits the Program at the end of a third Program Period and who elects to forfeit all accrued seniority.

2) A Severance Payment equivalent to 3.0 FCEs will be provided to an Employee who was in the bargaining unit prior to September 1, 2013 and who exits the Program at the end of a first Program Period. The employment relationship with York University of an Employee who elects to accept a Severance Payment per this Program is terminated effective the date of receipt of such monies and

the Employee loses entitlement to all applicable prior experience and years of service that they have accumulated up to that time, for any and all purposes under the provisions of the collective agreement.

48. For clarity, an Employee is understood to “exit the Program” either of their own volition, or because they have reached the maximum number of renewals available under the Program. An Employee who continues to meet the eligibility criteria in paragraph 16 may apply and be considered for non-consecutive Program Periods it being understood that the maximum number of Program Periods will be three five-year appointments.
49. For further clarity, an Employee who does not elect to forfeit all accrued seniority upon leaving the Program shall not receive a Professional Transition Payment or Severance Payment and may continue to apply for work within the Unit 2 bargaining unit.
50. An Employee who is eligible for retirement either during, or at the expiry of, their Program period, may give notice to the Employer by March 31st of the year in which they intend to retire, and their retirement will be effective as of August 31st of that year. In that event, upon their retirement, they will be entitled to post-retirement benefits in accordance with Article 15.27 of the collective agreement and will not be eligible for further work within the bargaining unit.
51. **To be eligible for An employee who receives** a Professional Transition payment or Severance Payment **an Employee** shall not have **previously received or additionally receive** ~~be eligible for~~ any other form of severance payment, including that set out in the Letter of Understanding: Severance of the Collective Agreement **or be a York University retiree or hold a full-time position at York University.**

H. New Cap

52. There will be a new cap of 3.0 FCE per year for all of those who enter the Unit 2 bargaining unit from September 1, ~~2024~~ **2025** onwards.

I. Equity within the Program

53. The parties agree that the selection of Employees into the Program will be representative of the general availability of Equity group members (as identified at Article 5 of the collective agreement) in the Canadian or Toronto population, whichever is the higher, Statistics Canada National Occupational Code NOC 41200 (“University professors and lecturers”).
54. In assigning work to Employees within the Program to Employees from Equity Groups, the University will use its best endeavours to ensure that the members of the Equity Groups are assigned Type 1

assignments in the same proportion as non-Equity Group Employees within the Program.

55. Where representation rates are below the established thresholds (see Paragraph 53)

- a. The Employer will give regard to Paragraph 19 in making appointments to the Program;
- b. Additionally, the JPC may take action in accordance with Paragraph 11 d. regarding special measures.
- c. Where representation rates are below the established thresholds the Employer shall endeavour to address such underrepresentation within three (3) years of it having been identified.

J. Other Collective Agreement Programs

56. The existing LSTA Program, including the renewal process, will remain in the collective agreement, but there will be no new LSTAs after those LSTAs agreed to in the Letter of Agreement re Job Stability of the 2020-23 Collective Agreement.

57. In determining whether there will be sufficient work to award a JSP appointment to an applicant, priority for assignments of work will first be given to any remaining Employees with a LSTA, or a TCA, and employees in the CUPE 3903 Unit 1 bargaining unit who are provided work in accordance with the Employer's obligations under that Collective Agreement.

58. The CSSP will be revised as per Appendix B, attached:

The Common Posting Date will be revised as per Appendix C to accommodate the timelines for the awarding of JSPs as per Paragraph 20 and 22 above, and to accommodate the timelines for the awarding of CSSPs as per Appendix B attached.

K. Commencement of the Program

59. The Program as described herein will commence in the ~~2024-25~~ 2025-26 contract year (i.e., on September 1, ~~2024~~ 2025).

60. The Employer will appoint as many eligible applicants to the Program as is reasonably possible, having regard to the process set out in Paragraphs 18 and 19. The Parties have established a target for the Employer to deliver 50% of Unit 2 Type 1 FCEs through JSP appointments (including those FCEs assigned through the Direct Entry Program of the JSP) by September 1, 2040. The JPC may review progress toward this target.

61. By September 30 each year the Employer will provide the Union with a list of those hiring units who will be considering applications for the Program in the coming year. Such a list is intended to set

expectations and to assist Employees in determining whether they will make an application into the Program and to which hiring unit(s). Those Faculties who are likely to have Employees who are eligible for the Program, but who do not intend to make any appointments into the Program will provide the JPC with a rationale by the March 1 prior to the commencement of the contract year.

L. Disputes regarding appointments

62. Should any dispute arise between the parties (other than on the JPC) or between an individual and the University over an appointment or non-appointment, or renewal or non-renewal, that dispute will be advanced by the grieving party to Step ~~Four~~ **Two** of the grievance procedure, subject to the time limits set out at Article 6.01 of the Collective Agreement. If there is no resolution at Step ~~4~~ **Two**, the issues in dispute will be resolved promptly in accordance with Paragraph 14 above.

M. Review of collective agreement language

63. The parties will review the existing collective agreement to determine what, if any, provisions need to be changed to ensure the effective operation of the Program.*

**Given that the parties are now taking this matter up in collective bargaining it is preferred that these determinations be made together as part of the bargaining process.*

N. Employees who are not in the Program

64. Those Employees in the bargaining unit, who either do not wish to enter the Program, or are not eligible for the Program, or do not successfully apply to enter the Program, or who exit the Program, may continue to apply for individual course work using the provisions of the then current collective agreement regarding applications and appointments to teach individual courses, subject to any program or incentive by which an employee has forfeited either their seniority or their right to future work. Employees who enter the bargaining unit on or after September 1, ~~2023~~ **2025** will be subject to the new cap set out at Paragraph 52.

~~G. Process~~

~~65. The Committee recommends that this Report will be referred to the principals of both parties for ratification. Upon ratification, the parties agree that this Report will form part of the Agreed Items for the collective bargaining of the collective agreement to commence on September 1st, 2023.~~

P. Direct Entry to the Program for low-seniority members who are Racialized, Indigenous or belong to two or more Employment Equity groups

Commented [DB3]: No longer applicable given that the matter is being taken up in collective bargaining

66. Notwithstanding the eligibility provisions at Paragraph 16 above, commencing on September 1, 2025, 2026 the Program will be available to Employees who are Racialized or Indigenous or belong to two or more Employment Equity Groups, with less than 5 years of service in the bargaining unit may apply to the Program without the teaching intensity qualifications required at Paragraph 16, on the understanding that such eligibility will be for a single 5-year term only. Following an Employee's 5-year term appointment in the Direct Entry Program, an Employees will be eligible to apply to the regular Program. An Employee's participation in the Direct Entry Program will count as one period toward the maximum number of renewals in Paragraph 26.

67. The JPC will review the experience from the launch of the Direct Entry Program and may make recommendations regarding the effectiveness of the Direct Entry Program.

68. An employee in the Direct Entry Program:

- a. Shall Be eligible for the same supports as other Employees in the Program per Section E – Supports with the Program.
- b. Shall not be eligible for a Professional Transition Payment or Severance Payment per Section G – Exiting the Program.
- c. Shall be deemed eligible for Conference Travel (15.17), Research Grant (15.16), Research Leave (15.15), and Teaching Development Fund (15.18).
- d. May receive The Tuition Waiver (15.13) if they meet the requirements as set out in the Employer's Tuition Fee Waiver Benefit Program.
- e. Shall be deemed eligible to be included in the Affirmative Action pool (Article 23).

Appendix A
Application of the Job Stability Program to Tutor 6 work

Further to Paragraph 16.c of the Parties' agreement with respect to the Job Stability Program (the "Program"), the Parties agree that:

1. Initial appointments to the JSP through Appendix A will be limited to year ~~2024-25~~ 2025-26 (i.e., the year commencing on September 1, ~~2024~~ 2025). Therefore, the agreements as set out below pertain only to Employees who held Tutor 6 appointments in the Year prior to the commencement of the JSP (i.e., the year ~~2023-24~~ 2024-25).
2. For such employees, the language of Paragraphs 16 a. and b. will be modified to read as per Paragraph 3 of Appendix A.
3. Eligibility for the Program will be based on a minimum amount of previous teaching, being an intensity of at least:
 - a. 1.5 FCEs Tutor 6 work in each of the previous 3 years at York; and
 - b. 1.0 FCE Tutor 6 work in each of the previous 3 years at York for members of the following Equity Groups as set out at Articles 5.03.3 of the 2020-2023 Collective Agreement.
4. An employee who is eligible for the Program in accordance with Paragraph 3 above, is only eligible for assignments of Tutor 6 work within the Program and the collegial assessment of an applicant's file will be conducted accordingly.
5. The provisions of Paragraph 41, Research Leave Funds and Paragraph 42, Teaching Development Funds, will not be applicable to Employees who are appointed to the Program through Appendix A.
6. The targets at Paragraph 61 of the Parties' agreement with respect to the JSP will exclude employees appointed through Appendix A.
7. The Direct Entry Program is not intended to appoint employees to the Program for the purposes of performing Tutor 6 work.

Appendix B
Revisions to the Continuing Sessional Standing Program to interact with the JSP

CONTINUING SESSIONAL STANDING PROGRAM

1. Eligibility for the Continuing Sessional Standing Program (CSSP) shall be as per Paragraph 16 of the Letter of Agreement with respect to the Job Stability Program (JSP).

2. Appointment Process – Employees Eligible for a JSP

- a. **Commencing in September 2024**, the Employer will notify all Employees who are eligible for the JSP in writing by September 1st as per Paragraph 15 of the Letter of Agreement with respect to the JSP. Employees who apply for but do not receive a JSP may receive a Continuing Sessional Standing Program Appointment as set out below.
- b. On or before each November 1st, employees who are eligible for a JSP may submit an application in accordance with Paragraph 18 of the JSP
- c. Applicants who do not receive a JSP, will then be considered for a one-year CSSP that will comprise a minimum and maximum teaching load of 2.0 FCEs and 3.0 FCEs.
- d. On or before ~~April 21st~~ **April 28th** each year, the Employer will inform, in writing, the Employees referenced at Article paragraph 2.b. of whether they have been appointed to the CSSP Program, and if so appointed, of their teaching assignments in the upcoming year (i.e., September 1st to August 31st).
- e. The Parties agree that consistent with the purposes of the CSSP it is preferable to assign Employees a higher rather than lower teaching load within the range of 2.0 to 3.0 FCEs, in meeting the teaching needs of the hiring unit(s).
- f. The Employer will have discretion with respect to the work that is assigned to an Employee within the Program and will consider the Employee's application file (see Paragraph 18 of the LOA regarding the JSP) in making such assignments, including courses that they have taught previously in the bargaining unit.
- g. Within one week (~~by April 28th~~) (**by May 6th**) of an Employee receiving their assignment of work for the upcoming year, the Employee may decline any of their Type 1 or Type 2 assignments so long as their total assignment of work in no less than 2.0 FCEs.
- h. Following the conclusion of the CSSP exercise, assignments which were not accepted will be posted during the common posting periods, together with other assignments not included in the

CSSP.

3. Continuing Sessional Standing Program Guarantee

Where a teaching assignment that forms part of an Employee's assignments through the CSSP is cancelled because of low enrolment, every reasonable effort will be made by the academic unit(s) to find an equivalent alternative assignment for which the Employee is qualified. If no such alternative is found within the September 1 to August 31 period, the Employee may elect to receive a cancellation payment equivalent to $\frac{1}{4}$ of the rate for the cancelled assignment or request that an equivalent alternative assignment be provided in the next September 1 to August 31 period.

Appendix C
Common Posting Dates

11.04 **COMMON POSTING DATES**

11.04.1 **Commencing in May 2025**, except in exceptional circumstances, all postings for **individual** positions in the bargaining unit will be posted per the following schedule:

- (i) for the fall/winter session, all but tutor 1 positions will be posted by **May 13**~~April 22~~; and applications accepted up to **May 20**~~May 28~~; and
- (ii) for the fall/winter session tutor 1 positions will be posted no later than May 31; and applications will be accepted up to June 15; and
- (iii) for the summer session, the positions will be posted by January 31 and applications accepted up to February 14.

11.04.2 It is understood that “exceptional circumstances” per 11.09.1 may include, but are not limited to, events such as unexpected resignations, retirements, leaves, illness or rejection of a full-time offer, or a bargaining unit employee unexpectedly declining an offer or withdrawing from a position. Where possible, such positions will be posted on August 1 for the fall and fall/winter sessions, April 1 for the summer session and December 1 for the winter session, per the Late Appointments procedures.

Appendix D
Short Notice Appointment Pool and Process

The Short Notice Appointment Pool (the “Pool”) and Process

1. To provide for an orderly, efficient, and transparent method by which to fill appointments which may become available on short notice, and which the Employer would otherwise attempt to fill through Article 11.10 (“Late Postings”) **commencing in July 2025**, the Employer will create a Short Notice Appointment Pool (the “Pool”) and process through which employees by virtue of their application and entry into the Pool, may be considered to fill such appointments without need for further application to each specific appointment, and prior to the deployment of Article 11.10.
2. Appointments to be filled through the Pool will be those which meet the description of “exceptional circumstances” at Article 11.09.2.
3. The Employer will have discretion in making appointments from the Pool.

Eligibility for the Pool

4. **Commencing in September 2024**, Employees in the bargaining unit are eligible for entry to the Pool as follows:
 - a. Applicants to the JSP may elect, at the time of their JSP application, to be included in the Pool and if so applying will be eligible to be enrolled in the Pool whether appointed to a JSP or CSSP or not.
 - b. Employees who do not meet the eligibility criteria or apply for the JSP may apply directly to the Pool using the application process for the JSP.
5. Applications to the Pool will be for a three-year period running from July 1 of the first year to June 30 of the third year. No reapplication would be necessary for opportunities that become available in the Pool during that three-year period, although an employee may submit a new application within a period which will refresh the three-year period.

Appointments from the Pool

6. Employees enrolled in the Pool would be considered for work for which they are qualified across the University based on the quality of the Employee’s application having regard to the **short notice** teaching need.
7. An appointment made under the terms of this Process cannot be grieved.

The Pool and Article 11.10 of the Collective Agreement

8. It is preferred that appointments be made from the Pool rather than using Article 11.10 “Late Postings”. Accordingly, this Process will be deployed prior to a late posting in accordance with Article 11.10.

9. If an appointment is not made from the Pool, the appointment will be made using Article 11.10.

Other

10. Additionally, given the often “emergency” nature of the work, the Employer may waive the 3.0 FCE cap (see Paragraph 52 of the JSP document) as it may otherwise apply to an employee and instead allow for an additional appointment(s) to a total maximum of 4.0 FCEs.

Appendix E

Application of the Job Stability Program to Type 2 work

Further to Paragraph 16[d]. of the Parties' agreement with respect to the Job Stability Program (the "Program"), the Parties agree that:

1. Initial appointments to the JSP through Appendix E will be limited to year 2025-26 (i.e., the year commencing on September 1, 2025). Therefore, the agreements as set out below pertain only to Employees who meet the eligibility criteria in the year prior to the commencement of the JSP (i.e., the year 2024-25).
2. For such employees, the language of Paragraphs 16 a.- b. will be modified to read as per Paragraph 3 of Appendix E.
3. Eligibility for the Program will be based on a minimum amount of previous teaching, being an intensity of at least 1.5 FCEs combined of Type 1 and Type 2 (excluding Tutor 6) work in each of the previous 3 years at York.
4. An employee who is eligible for the Program in accordance with Paragraph 3 above, is only eligible for assignments of Type 2 work as part of the Program and the collegial assessment of an applicant's file will be conducted accordingly.
5. The provisions of Paragraph 40, Research Leave Funds and Paragraph 41, Teaching Development Funds, will not be applicable to Employees who are appointed to the Program through Appendix E.
6. The Direct Entry Program is not intended to appoint employees to the Program for the purposes of performing Type 2 work.
7. The parties acknowledge that the Employer will prioritize assignment of tutorial work to full-time graduate students.