

# UNIT 2 COLLECTIVE AGREEMENT

Between

York University

And



Canadian Union of Public Employees  
Local 3903

2020-2023

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## **ARTICLE 1 – PURPOSE**

- 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.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 All inherent and common law management functions and prerogatives which the employer has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the employer.
- 2.02 Without limiting the generality of the above, these rights include, but are not limited to, the right:
- to hire, classify, direct, promote, demote, retire, transfer, layoff or recall, discharge, reprimand, suspend or otherwise discipline employees for just cause;
  - to determine the requirements of a job and the standards of the work to be performed;
  - to expand, reduce, alter, combine, transfer or cease any job, department, operation or service;
  - to determine the size and composition of the work force;
  - to make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this agreement;
  - to maintain order and efficiency and otherwise generally manage the University, direct the work force and establish terms and conditions of employment not in conflict with the provisions of this agreement.
- 2.03 In exercising its rights and in conducting its employment relations, the employer shall act reasonably, non-discriminatorily and in good faith.

## **ARTICLE 3.01 – EMPLOYEES REPRESENTED**

- 3.01.1 The employer recognizes the union as the exclusive bargaining agent for all its employees employed in teaching, demonstrating, tutoring and marking, save and except:
- (1) All persons who are employed in the Faculty of Law, the Schulich School of Business, the Department of Administrative Studies in the Faculty of Liberal Arts and Professional Studies, the Centre for Continuing 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 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.

3.01.2 A maximum of sixteen lecturer excludee appointments can be made, with a maximum of 2.5 full course equivalents in any given hiring unit, to the following categories without the penalties/extra salary described in 3.01.3:

- (i) Persons employed part-time at York University while on leave from other universities or post-secondary educational institutions.
- (ii) For up to one course in the twelve-month period between September 1 and August 31, persons awarded externally funded research fellowships tenable at York University.
- (iii) For up to one course in the twelve-month period between September 1 and August 31, persons hired pursuant to a research contract awarded to a faculty member or a research unit of York University.

- 3.01.3
- (i) A person shall be deemed to be lecturer or equivalent if they are designated as such and paid at a rate at least \$1,000 above the rate of course director for a full session and is responsible for the direction of a course. A further \$600 per each full appointment shall be allocated by the employer to the union. Effective for appointments commencing September 1, 1997, for any September 1 to August 31 period there shall be no more than ten such lecturers hired by the University.
  - (ii) Effective September 1, 1994, no lecturer shall be appointed to a position without that position first having been posted in Unit 2 and to which an appointment in Unit 2 could be made, excluding those lecturers appointed per 3.01.2. The postings for these positions will note that only specific applications will be considered. Both the union and the applicant will be notified of any lecturer appointments made under this article.
  - (iii) From the money paid to the union by the employer for lecturer or above appointments, the union shall allocate \$3,000 to provide a photocopying service for its members. The residue of the money paid to the union by the employer for lecturer or above appointments shall be allocated by the union to the Ways and Means Fund.
  - (iv) The employer shall provide the union with the names of persons appointed as lecturers, the courses to which they are appointed and the amount for each position allocated in each academic session. Such letters shall be provided by 30 November in the fall/winter session for appointments commencing in September, by 31 March in the winter/summer session for appointments commencing in January, and by 31 July in the summer session.

- (v) The employer agrees that, for courses in which course director positions have been posted previously in Unit 2 and to which it intends to make appointments at or above the rank of lecturer, the persons selected for such appointments shall possess either:
- (a) qualifications at least equivalent to the “required” and “preferred” qualifications specified in the most recent posting, provided that the most recent Unit 2 appointee was deemed to meet the “preferred” qualifications; or
  - (b) qualifications at least equivalent to the “required” qualifications specified in the most recent posting, if such posting did not specify “preferred” qualifications, or if so posted, the most recent Unit 2 appointee did not meet the “preferred” qualifications.
- (vi) For all other courses to which appointments are made at or above the rank of lecturer, the persons selected shall possess reasonable qualifications.

#### **3.01.4 JOB SECURITY**

During the term of this collective agreement employees whose jobs are not in the bargaining unit shall not perform bargaining unit work, except in cases in which the union and the employer have otherwise agreed or in those cases which are covered by the provisions of this agreement.

#### **3.02 BARGAINING UNIT INFORMATION**

3.02.1 The employer agrees to provide the union annually, and before the commencement of the fall/winter session, with a breakdown, by academic session, Faculty and type of position held, of the volume and distribution of employment in the bargaining unit during the previous twelve months ending with the summer session.

3.02.2 The parties agree to maintain, through the agency of the Labour/ Management Committee, the Joint Sub-Committee on Long Term Planning, for the joint consideration of factors bearing upon the future of the University and members of the CUPE 3903 bargaining unit.

It will consider:

- long range financial prospects of the University and their relationship to bargaining unit work;
- enrolment trends and their implications for financial policies and bargaining unit work;
- any other factors that are likely to bear on bargaining unit work; and
- measures to mitigate the negative impact that such factors would otherwise have on bargaining unit work and the reasonable security of current employees.

3.02.3 The Dean/Principal of each Faculty where members of the bargaining unit are or have been employed shall meet with the Labour/Management Committee to explain any significant alteration to the volume and/or distribution of employment in their Faculty during the previous year.

3.02.4 Prior to a decision and/or actions which might result in a significant alteration to the



volume and/or distribution of employment in the bargaining unit, or in a particular hiring unit(s) the Dean/Principal of the Faculty concerned shall notify the union and the Labour/Management Committee in writing. At the request of the union, the Dean/Principal and/or head of the hiring unit concerned shall meet with the Committee to outline such policies and/or actions and discuss their potential impact, and consider any proposals which the union or the Labour/Management Committee may have to mitigate the impact on volume and distribution of bargaining unit work. No decision and/or actions which would result in a significant alteration in volume or distribution of work to the bargaining unit can be taken without the union having been provided with a reasonable time within which to respond in writing to the written notification and/or to hold the meeting with the Dean/Principal and/or hiring unit Chair. Where such a decision is subsequently taken, the union shall be immediately informed.

- 3.03 The employer agrees that no employee or group of employees shall undertake to represent the union to the employer without the proper authorization of the union. In order that this may be carried out, the union shall provide the employer, in writing, with the names and position titles of its officers and the names and jurisdiction of its stewards, including the person(s) designated as chief steward(s), and the name(s) of its staff representative(s). The employer shall be obligated to recognize the status of the persons listed only from the date of such written notice. Likewise the employer shall supply the union with a list of its designated authorities with whom the union may be required to transact business.
- 3.04 It is agreed that, for positions in other than the summer session, the employer shall not guarantee first consideration of such positions to full-time faculty on an overload basis. The employer agrees not to take a position which was held by a Unit 2 member in the preceding academic year and offer that position to a full-time faculty member who, if appointed, would exceed the maximum overload teaching permissible pursuant to recognized existing practices. The employer agrees to provide the union by 1 June with the number of such appointments made, and the departments and courses in which the appointments are held.
- 3.05 The employer agrees to provide the union, by 31 January in the fall/winter session and by 1 June for the winter/summer and summer sessions, with a statistical breakdown of the bargaining unit, including the number of positions in each job classification, the total wages paid for each department and Faculty, and the total wages paid under each job classification.

## **ARTICLE 4 – DISCRIMINATION AND HARASSMENT**

### **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 pregnancy, exercised or practised 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 12.02.1), disability or disabilities (subject to Article 12.02.1), Acquired Immune Deficiency Syndrome (AIDS), or AIDS related illness, or AIDS-Related-Complex, or positive immune deficiency test (virus HIV) (subject to Article 12.02.1), 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 2 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 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,

#### **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 pursuant to the provisions of Article 8.

4.032 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.

4.033 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.

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

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

4.036 When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Executive Director from the York University Centre for Human Rights, Equity and Inclusion (the Centre).

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

4.037 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:

4.038 The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. Such an investigation will proceed under the University's Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.

4.039 Informal Resolution

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

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

4.0310 Mediation

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

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.
- (c) The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and the representatives of the Employer.
- (d) The outcome of the mediation will result in one of the following:

- (i) No resolution is reached and the grievor decides to withdraw the grievance and take no further action.
- (ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation will receive a copy.
- (iii) No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.

#### 4.03.11 Grievance Response and Redress

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

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

#### 4.03.12 Reprisal

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

### **4.04 RACIAL AND ETHNIC HARASSMENT**

4.04.1 The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language (subject to Article 12.02.1), 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 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 offensive physical gestures or abuse; and/or
  - (ii) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
  - (iii) continued differential treatment in the assignment of duties or responsibilities (subject to Article 12.02.1); and/or
  - (iv) 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 12.02.1), race, colour, ethnicity, ancestry, nationality, place of origin, and/or religion by a person(s) who knows or ought reasonably to know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.
- 4.04.3 On receipt of a complaint of racism and/or ethnic harassment from an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow University Procedures to address the complaint. 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 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.
- 4.04.5 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the decision by the employee.
- 4.04.6 When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Executive Director from the York University Centre for Human Rights, Equity and Inclusion (the Centre).

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 investigation will proceed under the University Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.

4.04.9 Informal Resolution

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

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

4.04.10 Mediation

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

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.
- (c) The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and representatives of the Employer.
- (d) The outcome of the mediation will be one of the following:
  - (i) No resolution is reached and the grievor decides to withdraw the grievance and take no further action.
  - (ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
  - (iii) No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.

4.04.11 Grievance Response and Redress

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

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

4.04.12 Reprisal

No person 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.

**4.05 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 printing, and distributing to all bargaining unit members and the Union 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 100 copies of the translated agreement.

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

**ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES**

5.01 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 representatives from each party. 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 Chair, and the two persons so designated shall alternate in presiding over meetings. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. 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.

- 5.02 As per Article 4.04.3, the union and the employer agree to maintain the Joint CUPE 3903 – York Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment to discuss and investigate systemic and/or individual discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any member of the bargaining unit in their employment relationship, by reason of race, colour, nationality, ancestry, place of origin, or native language (subject to Article 12.02.1).

The Committee shall consist of at least two representatives of each party. A representative of each party shall be designated as a joint Chair, and the two persons so designated shall alternate in presiding over meetings. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. The Committee shall have its first meeting within six months of the signing of this agreement.

The Committee may make recommendations to the Labour/Management Committee on these matters from time to time.

- 5.03 The Union and the Employer agree to maintain an Employment Equity Committee to meet within one month of the signing of the 2002-2005 collective agreement.

The Employment Equity Committee will have access to the non- confidential findings of a census of all members of the bargaining units and graduate students at York University to be conducted by the Employment Equity Office following the ratification of the 2002-2005 collective agreement. The Employment Equity Committee may ask the Institute for Social Research to do specific analyses of data collected in connection with the Employment Equity survey. The employer shall not unreasonably deny the Employment Equity Committee's recommendation for funds to conduct the survey(s).

Effective on ratification of the renewal collective agreement the Employment Equity Committee will have access to the non-confidential findings of regular surveys of all members of the bargaining units undertaken for the purposes of the Federal Contractor's Program.

There are two types of surveys, regular and comprehensive. The first comprehensive surveys will be completed by the end of March 2009. The regular surveys are done on a monthly basis for new hires. The first regular surveys will be carried out in June 2009. The content will include designated employment equity group voluntary self- identification. This information will be correlated with information about salaries, terminations and promotions for purposes of reporting.

Effective on ratification of the renewal collective agreement, a provision for voluntary self-identification will be added to the unit 2 blanket applications. This data will be used to implement Articles 12.03.2, 23 and 24.

The Committee's mandate will further include setting goals and timetables for the elimination of discriminatory practices and systemic barriers to equal opportunity. Issues to be addressed will include: recruitment of employees, selection procedures, job postings, Employer required and provided training, salaries and benefits, and working conditions (including accommodation for persons with disabilities).

Within 12 months of the ratification of the renewal collective agreement, qualitative research on departmental hiring practices in relation to recruitment of employees, selection procedures, job postings, employer required and provided training, salaries and benefits, and working conditions will be completed by the Employment Equity Committee.

The Employment Equity Committee shall, within twelve months of first meeting after the ratification of the renewal collective agreement, develop an Employment Equity Plan consistent with the Federal Contractors Program for approval by the Parties. This plan will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of the following designated groups in bargaining unit employment: aboriginal peoples, persons with disabilities, visible minorities and women. Fair representation will be taken to mean a reflection of the population of these groups in the Greater Toronto area.

The Committee will consist of three representatives of each party and the Director of Recruitment, Workforce Employment Equity or designate as ex officio member. Preference will be given to members from each of the designated groups. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee.

Unless otherwise agreed upon, underrepresentation shall be understood to mean fewer bargaining unit members that identify as belonging to one or more of the equity seeking groups than the available data for the Greater Toronto Area reports.

For the 2017-2020 Collective Agreement the following minimum thresholds will be used when applying intersectional equity data:

- (1) Where there are fewer than 44% members in the hiring unit doing bargaining unit work that identify as women and/or where there are fewer than 30% members in the hiring unit who identify as racialized people ("visible minorities"), then an applicant that self-identifies as a racialized woman will be appointed.
- (2) If there are no racialized women candidates, then a candidate from the more underrepresented group will be appointed;
- (3) If there are no candidates under (1) or if the hiring unit has met both thresholds in (1), then a candidate that self-identifies as an Indigenous (Aboriginal) person and/or a person with a disability will be hired.

- (4) If there are no candidates from the under-represented groups, or if the hiring unit has met the threshold under (1), then a candidate that self-identifies as LGBTQ will be hired.

Hiring Unit data for the most recent consecutive three contract years (or, during implementation, such period up to three contract years as is available) shall be used to establish hiring unit representation.

Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.

#### 5.03.1 Employment Equity Committee

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

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

#### 5.03.2 Terminology and Pronoun Use

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

#### 5.03.3 Definitions

- (a) Equity Groups

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

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

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

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

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

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

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

- (i) Federal Contractor Program (FCP) Equity Groups: women, racialized groups (visible minorities) (“racialized”), Indigenous peoples (Aboriginal peoples) (“Indigenous”), and persons with disabilities; and
- (ii) 2SLGBTQIA+

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

(b) Intersectionality

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

(c) External Availability Data

For the purposes of the Collective Agreement, External Availability Data refers to the most recent Statistics Canada data for FCP Equity Groups by occupation for Canada as a whole or for Toronto, as the case may be.

(d) General Workforce Population Equity Group Data

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

(e) Internal Self-identification Representation Data

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

(f) Applicant Self-Identification Data

For the purposes of the Collective Agreement, Applicant Self-Identification Data refers to the data the Employer collects from the self-identification form that applicants may complete in an application or selection process. A provision for voluntary self-identification is part of the Unit 2 blanket application. [For Unit 1 Collective Agreement: A provision for voluntary self-identification is part of the

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

Application for a Teaching Assistantship Position.]

5.0.3.4 Use and Reporting of Data

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

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

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

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

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

- (b) By December 1 of each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-Representation data correlated with information including number of positions held, position

type, and salaries available as of the immediately preceding November 1, per Article 5.03.1(d).

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

#### 5.03.5 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 employees who identify as belonging to one or more of the Equity Groups than the External Availability Data for Toronto.

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

Women: 45.9%

Racialized: 30.9%

Indigenous: 1.4%

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.

#### 5.03.6 Intersectional Application of Underrepresentation Thresholds

For the intersectional application of underrepresentation thresholds, under Article 12.04.2 of the Unit 2 collective agreement, the following will apply:

- (1) In academic units where there are fewer than 45.9% members in the academic unit employed in bargaining unit work who identify as women and there are fewer than 30.9% members in the academic unit employed in bargaining unit work who identify as members of a racialized group, then an applicant who

self-identifies as a racialized woman (a woman who is a member of a racialized group) will be appointed.

- (2) If there are no racialized women applicants, then an applicant from the more underrepresented group (a woman or member of a racialized group) will be appointed.
- (3) If there are no applicants who self-identify as a member of either group or the academic unit has met both underrepresentation thresholds in (1), then an applicant who self-identifies as an Indigenous person or as a person with disabilities will be appointed.
- (4) If the academic unit has met the underrepresentation thresholds in (1) and there are no applicants from the FCP Equity Groups in (3) or there are no applicants from the FCP Equity Groups in (1) and (3), then an applicant who self-identifies as 2SLGBTQIA+ will be hired.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

- 6.01 (i) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement. In the conduct of grievances, the employer shall act reasonably, non-discriminatorily and in good faith.
- (ii) A grievance shall be received within twenty-eight calendar days after the 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 days of the date of the employer's response to the query, provided that the query is initiated within twenty-eight 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 **STEP ONE:** If an employee believes they may have a grievance, they may first submit a grievance to and discuss the matter with their immediate Supervisor, accompanied by their steward if they so wish. The Supervisor shall give their reply within five calendar days.
- 6.04 **STEP TWO:** If the grievance is not resolved at Step One, or where Step One is not exercised, it shall be set forth in writing, 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 THREE: If the grievance is not resolved at Step 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 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 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.
- 6.07 If the grievance is not settled at Step Four, 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 within twenty-eight calendar days after receipt of the employer's written reply as required in Step 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.
- 6.08 Subject to Article 6.14, the Parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If at 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 fail to follow the grievance procedure in accordance with the required steps, time limits and conditions the grievance shall be deemed withdrawn.
- 6.09 GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step Two if the employees are all employed within a single hiring unit, or at Step Three if employed in different hiring units, or at Step Four if employed in different Faculties.
- 6.10 POLICY GRIEVANCE: A policy grievance, defined as involving a question of general application or interpretation of this agreement, may be initiated by the union at Step Three or Step Four, as appropriate, subject to the time limits set out in 6.01 above.
- 6.11 UNION 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 shall be initiated at Step Three.
- 6.12 If the union notifies the 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.

- 6.13 The withdrawal of a grievance at any Step shall be without prejudice to grievances on similar matters if the employer receives written notification of this decision from the union. Settlements by the employer of grievances at Steps One and Two shall not prejudice the position of the employer or the union with respect to other grievances.
- 6.14 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.
- 6.15.1 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 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 Four. Time limits set out in Article 6.01 above apply after the union has received the response from the Office of the Executive Director, Faculty Relations.
- 6.15.2 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) of the Unit 1 collective agreement, shall be processed according to the expedited grievance procedure specified in this article.
- 6.16 The Parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the grievance(s) shall only be made available on a need to know basis. The Parties further agree that a publication of a summary of the grievance(s) in a union newsletter shall not violate the principle of confidentiality.
- 6.17 No bargaining unit member in a supervisory capacity will be required to hear or attend the grievance hearings of another employee. The member in the supervisory capacity shall suffer no penalty in their employment or academic standing for exercising their rights under this article. In no way does this provision relieve the bargaining unit member of any other supervisory duties and responsibilities.
- 6.18 A grievor has the right to attend their grievance hearing at any step after Step One and not face their supervisor directly in such a hearing.
- 6.19 It is understood by the parties that, in the case of a successful or settled grievance, where the individual does not receive the agreed upon compensation within thirty days of the sign-off date, said payment will begin to accrue interest at the annualized rate which the University is receiving for its short-term investments at that time. The interest payment will be pro-rated.
- 6.20 Grievances concerning harassment, discrimination, or disability may be initiated at Step Four.

## **ARTICLE 7 – ARBITRATION**

- 7.01 If the Union so they so wish, grievances shall be heard by a single Arbitrator or by a three-person Arbitration Board. If a single Arbitrator is requested by the Union, the Union shall, in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The Employer shall respond within ten working days, either agreeing to the Union's proposed single Arbitrator or suggesting alternative Arbitrators. If the Employer fails to respond within thirty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the Union. If the Parties cannot agree on an Arbitrator within thirty days, either party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.
- 7.02 The Union's request for a Board of Arbitration shall name that party's appointee to the Board of Arbitration. Upon receipt of the notice, the Employer shall, within forty-five days, advise the union of the name of its appointee to the Board of Arbitration. If the Employer fails to respond within forty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the Union.
- 7.03 The appointees to the Board of Arbitration shall then meet to decide upon the selection of the Chair of the Board. If the parties cannot agree upon the selection of the Chair within twenty-one days, either party may request the Minister of Labour for the Province of Ontario to appoint an impartial third member as Chair.
- 7.04 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.
- 7.05 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.
- 7.06 Notwithstanding Articles 6.08 and 6.14, 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.
- 7.07 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, except as provided in Article 12.17.4.
- 7.08 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.
- 7.09 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.

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

## **ARTICLE 8 – DISCIPLINE**

### **8.01.1 JUST CAUSE**

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

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

### **8.02.1 PROGRESSIVE DISCIPLINE**

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

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

### **8.02.3 CONFIDENTIALITY**

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

- 8.03.1 Subject to 8.03.3:

### **STEP ONE: NOTICE OF MEETING**

- (i) Prior to any consideration of discipline, the Chair or Dean or designate, who has received a Formal Complaint under the University's Draft 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 Draft 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, 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, 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 Executive Director, Faculty Relations 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 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 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 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 they wish to grieve their discharge, it may be initiated directly at Step Four. 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.

- 8.09
- (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 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 9 – NO STRIKES/NO LOCKOUTS**

- 9.01 The union undertakes there will be no strike and the employer undertakes there will be no lockout so long as this agreement continues to operate. The meaning of the words “strike” and “lockout” shall be as defined in the Ontario Labour Relations Act.
- 9.02 In the event that any employee of York University, other than those covered by this agreement, engages in a lawful strike and maintains picket lines, employees covered by this agreement shall not be required to perform work normally done by that employee.

#### **ARTICLE 10 – POSITIONS AND RATES OF PAY**

- 10.01 The Parties recognize that many variables are associated with identifying and defining the requirements for preparing and teaching in a course. Nevertheless, the under noted position titles and minimum salary or hourly rates shall apply and, so far as practicable, the duties and responsibilities of a particular appointment shall be discussed and agreed upon prior to the start of that appointment.
- 10.02 Members of the bargaining unit appointed to any of the under noted positions shall normally be appointed for a full academic session. However, if a fractional appointment is made, the salary shall be pro-rated.
- 10.03.1 Salaries shall be paid in equal monthly instalments over the period of the appointment, and a statement of earnings and deductions will be provided, also on a monthly basis. When an appointment has not been processed in time to effect payment on the normal payday of the first month, the employer shall make that payment as soon as practicable. An employee shall have the right to complete a Revenue Canada TD form.
- 10.03.2 For employment insurance purposes only a course instructor for a 6- credit course

will be deemed to have worked 535 hours. Other assignments will be pro-rated.

**10.04.1 SALARY RATES**

<b>POSITION TITLE</b>	<b>SEPT. 1/2020 SALARY PER ACADEMIC SESSION OR HOURLY RATE</b>	<b>SEPT. 1/2021 SALARY PER ACADEMIC SESSION OR HOURLY RATE</b>	<b>SEPT. 1/2022 SALARY PER ACADEMIC SESSION OR HOURLY RATE</b>
Course Director	\$18,090	\$18,271	\$18,454
Clinical Course Director (School of Nursing)	\$18,090	\$18,271	\$18,454
Tutor 1 Tutor 1	\$6048	\$6108	\$6169
Tutor 2 (Demonstrator: 3 lab hrs/wk)	\$6488	\$6553	\$6619
Tutor 3 (Marker/Grader)	\$38.95	\$39.34	\$39.73
Tutor 4 (Individual Tutor)	\$38.95	\$39.34	\$39.73
Tutor 6 (Studio Instructor)	\$6048	\$6108	\$6169
Visual Arts Tutor 6	\$7563	\$7639	\$7715
Tutor 7 (Miscellaneous)	\$6048	\$6108	\$6169
Music Tutor	\$78.22	\$79.00	\$79.79
Instructor (Faculty of Education)	\$6048	\$6108	\$6169
Coach (Fine Arts)	\$45.35	\$45.80	\$46.26
Writing Instructor	\$18,090	\$18,271	\$18,454
Team Lecturer (pro-rated in accordance with the Course Director rate)	\$18,090	\$18,271	\$18,454
Computer Centre Advisor	\$22.73	\$22.96	\$23.19
Overwork Rate***	\$45.08	\$45.53	\$45.99

**10.04.2 DEFINITIONS**

“CLINICAL COURSE DIRECTOR (School of Nursing)” shall be defined as an individual with current registration to practice as a Registered Nurse (RN) and whose primary activity is to provide practical instruction to students in clinical, lab and virtual space settings [“experiential learning settings”] on the application of practical knowledge. The CCD’s responsibilities include the teaching, supervising (direct and



indirect), and mentoring of students in respect of nursing practice in the experiential learning settings, and associated duties that are directly related to the practicum such as: assessment/evaluation, communication with students, communication and coordination with placement contacts and management or oversight of the learning environment to facilitate consistent learning opportunities.

“COURSE DIRECTOR” shall be defined as an individual assigned sole or principal responsibility for the design and/or presentation of a course (except where the course is a 1000-level College Course) or an individual assigned these responsibilities in a team-taught course. For the purposes of calculating salary and experience, it is recognized that one course director position normally consists of three contact teaching hours per week in the fall/winter session, or the pro-rated equivalent in other sessions. It is also recognized, however, that there are anomalies which deviate from this norm for a variety of reasons which may include but are not limited to: the nature and level of the course and pedagogy involved; the amount of out-of-class preparation time; the size of the class; the number of weeks in the session and/or reasonable Faculty/Unit practices. The Parties agree that the identification of a position as an anomaly may justify remunerating that position at a salary higher or lower than specified in Article 10.04.1. In such cases, the parties shall negotiate and agree upon the remuneration for such positions. This provision applies to the identification of any position with anomalous contact hours created after June 23, 1994, or to any proposed changes to any existing position with anomalous contact hours effective after June 23, 1994. Where the parties fail to agree upon the remuneration for any such position, the question may be referred directly to Arbitration in accordance with Article 7.10.

“TEAM LECTURER” shall be defined as an individual responsible for a portion of a course as part of a team in a team-taught course.

“TUTORIAL LEADER” shall normally be defined as an individual who prepares for and conducts a tutorial, evaluates work of the students within the tutorial and performs related duties as directed by the course supervisor, but who is not assigned principal responsibility for the design and/or presentation of a course. For the purposes of calculating salary and experience, it is recognized that one tutorial Leader (tutor 1) position normally consists of one (1) one-hour tutorial group per week in the fall/winter session, or the pro-rated equivalent in other sessions. It is also recognized, however, that there are anomalies which deviate from this norm for a variety of reasons which may include but are not limited to: the nature and level of the course and pedagogy involved; the amount of out-of-class preparation time; the size of the class; the number of weeks in the session and/or reasonable faculty/unit practices. The parties agree that the identification of a position as an anomaly may justify remunerating that position at a salary higher or lower than specified in Article 10.04.1. In such cases, the parties shall negotiate and agree upon the remuneration for such positions. This provision applies to the identification of any position with anomalous contact hours created after June 23, 1994, or to any proposed changes to any existing position with anomalous contact hours effective after June 23, 1994. Where the parties fail to agree upon the remuneration for any such position, the question may be referred directly to Arbitration in accordance with Article 7.10.

“INSTRUCTOR (FACULTY OF EDUCATION)” shall be defined as an individual in the Faculty of Education who is assigned secondary responsibility for the

presentation of a course in which a course director is also appointed and for which the team lecturer model is not applicable. It is understood that the workload entailed in an instructor assignment shall constitute no more than one-third of the workload in that course.

“TUTOR 3” shall be defined as an individual who marks and grades students’ work, and who may perform related duties 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.

“MUSIC TUTOR” shall be defined as a professional-level musician/teacher who is contracted by the Department of Music to teach private instrumental/vocal lessons in performance and/or to coach/lead/conduct music performance sectionals in courses (i.e. chamber music ensembles, jazz combos, world music ensembles, choirs, workshops, repertoire choirs etc.) and other related duties as assigned by the course director. Music Tutor appointees are not responsible for recitals, performance juries or concerts. However, the duties may include marking in the individual sessions, including attendance, performance levels and written work associated with those sessions. For the purpose of calculating experience it is recognized that 70 hours of Music Tutor is equivalent to one type 2 unit of applicable prior experience.

“OTHER POSITIONS” In all cases of positions not classifiable under the above titles, the employer shall inform the union and supply a description of the duties of the position, the type assigned to the position on the basis of such duties, and the rate of pay, whereupon the union and the employer shall review the appointment if the union so desires.

- 10.04.3 The parties agree that the identification of a position as an anomaly may justify remunerating that position at a salary higher or lower than specified in Article
- 10.04.1. It is recognized that the introduction of technology may result in the creation of an anomaly. In such cases the parties shall negotiate and agree upon the remuneration for such positions. This provision applies to the identification of any position as a technological anomaly created after November 22, 1996. Where the parties fail to agree upon the remuneration for any such position, the question may be referred directly to Arbitration in accordance with Article 7.10.
- 10.04.4 The Labour/Management Committee shall be responsible for reviewing contact hours anomalies. Hiring units which have anomalies shall, upon request, provide the Committee with a written rationale for these anomalies. The Committee shall, taking into consideration all of the information it has before it, develop criteria defining such anomalies and establish procedures whereby these anomalies may be approved by agreement of the Parties.
- 10.04.5 Any employer-provided training or orientation for a bargaining unit position shall be considered part of the duties and responsibilities of that position and shall normally be scheduled during the period of that position. Any employer-required training or orientation scheduled outside the period of the position shall be paid at the tutor 3 rate. Where the employer is requiring that an employee attend training or orientation the employee will be provided with timely, advance notice. The provisions of this

article apply where the training required is occasioned by technological change.

- 10.04.6 Music tutors who ultimately end up having no one to tutor because the students(s) auditioned fail to be accepted into the program will be compensated at the hourly rate for the time they have spent auditioning. Further, unless otherwise compensated for in their contract, music tutors will be compensated for non-contact hours required by the hiring unit and approved in advance by the Chair. Examples of non- contact hours include, but are not limited to, participation in examinations, exam preparation and recital preparation.

## **10.05 TECHNOLOGY AND INSTRUCTION**

- 10.05.1 Where email communications take place, the employee shall provide students with an email contact address and may, acting reasonably, determine not if but when and to what extent email responses are to be provided.
- 10.05.2 Once an employee has been appointed to a course director position for a particular session, they will not be required to convert that course to an alternate mode of delivery.
- 10.05.3 No member shall be denied a teaching position where technology is required for the proper instruction of the course owing to a lack of technological knowledge or skill without being provided the opportunity to a) access training to upgrade their skills or b) demonstrate their technological competency.
- 10.05.4 Where technology is not required for the proper instruction of the course, no member shall be denied a teaching position owing to lack of technological knowledge or skill.
- 10.05.5 Where technology is required for the proper instruction of the course, the employer shall ensure that the appropriate equipment is readily accessible.

## **10.05.6 TRAINING OPPORTUNITIES**

The employer shall inform employees of available resources for training and shall not unreasonably deny employees opportunities to participate or access such resources.

- 10.05.7 University-provided orientation for a clinical course directorship (CCD) will be expected to be no more than 16 hours in the academic year in which it is offered where an individual has taught the CCD within the previous three years. Orientation otherwise will be expected to be no more than 24 hours in the academic year in which the CCD is offered.

## **10.06 INTELLECTUAL PROPERTY DEFINITIONS**

- 10.06.1 The following terms shall have the following meanings for the purposes of this Article 10.06:

“Administrative Material” means, in respect of any given employee, assessments, grading, reports, or correspondence (a) generated in the course of such employee’s normal administrative, teaching and service responsibilities, or (b) generated by such employee to assist in or to further the administration, operation, or management of the University. For clarity, such administrative material does not include instructor- created course material such as a course syllabus

“Covered Intellectual Property” means, in respect of any given employee, all Intellectual Property conceived, discovered, created, invented, authored, developed, or otherwise generated by such employee in the course of their employment or by using University facilities, resources, or staff, together with all Intellectual Property Rights related or otherwise associated therewith.

“Direct Support” means any contribution by the University towards the generation of Intellectual Property or Intellectual Property Rights in excess of Ordinary Support, including, without limitation: (a) University funds, personnel, equipment, supplies, or facilities in excess of Ordinary Support; (b) time an employee is released from other regularly assigned duties or obligations; (c) the assumption of liability by the University; (d) additional remuneration in excess of an employee’s regular salary, stipends, allowances, and benefits; and (e) any contribution provided by the University pursuant to an agreement specifying such contribution as constituting Direct Support.

“Intellectual Property” means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including, without limitation and to the extent permitted by law, lecture courses and videos thereof, works, biological material, course material, books, manuals, recordings, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software (including computer programs in source and object form), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.

“Intellectual Property Rights” means any and all rights provided under (i) patent law; (ii) copyright law; (iii) trade-mark law; (iv) design patent or industrial design law; (v) semiconductor chip, integrated circuit layout, or mask work law; (vi) trade secret law and laws protecting confidential information; (vii) plant breeder rights law; and (viii) any other statutory provision or common law or equitable or other principle which may provide a right in intellectual property or the expression or use of intellectual property, but excluding, for greater certainty, any and all rights provided under privacy law.

“Ordinary Support” means the provision of an employee’s regular salary, stipends, allowances, and benefits, and the ordinary use of a normal academic environment comprising access to personnel, equipment, supplies, and facilities funded by regular Faculty operating budgets, as well as University libraries and computing facilities.

“Proceeds” means the revenue or other consideration from the sale, leasing, licensing, commercialization, or any other exploitation of any Intellectual Property or Intellectual Property Rights in Supported Intellectual Property.

“Scholarly Works” means academic and scholarly articles, publications, texts, and other works of authorship.

“Supported Intellectual Property” means, in respect of any given employee, such employee’s Covered Intellectual Property generated, in whole or in part, with Direct

Support.

“Use” or “use” means in relation to any Intellectual Property to use, copy, adapt, or exercise any other Intellectual Property Rights in the Intellectual Property.

### **Ownership**

- 10.06.2 (1) Subject to any other agreement to the contrary, Covered Intellectual Property shall be owned by the employees. Other than for Administrative Material which the University is licensed to use under Article 10.06.03 and except as may not infringe or violate copyright or other applicable law, Covered Intellectual Property shall not be used or amended, edited, cut or in any way altered without the written consent of the employee(s) (or their authorized representatives or assigns) who own(s) the Covered Intellectual Property, except as otherwise specified hereunder.
- (2) The University and employees will enter into agreements affecting the ownership of Covered Intellectual Property where:
- (a) Covered Intellectual Property is commissioned by the University;
  - (b) Covered Intellectual Property relates to work editing a journal published by the University.

### **Grant of License**

- 10.06.3 Each employee hereby grants to the University a non-exclusive, royalty- free, perpetual, irrevocable, non-transferable, and sublicensable license to use their Administrative Material for the University’s normal, non-commercial, institutional purposes. Each employee further waives, in favour of the University, their moral rights in such Administrative Material, including, without limitation, the rights of integrity and paternity. In respect of works derived from an employee’s Administrative Material, the Employer shall seek the consent of the employee before publicly attributing the authorship of such works to the employee, including in cases where such works have been altered.

### **Direct Support**

- 10.06.4 (1) The following provisions shall apply in respect of Supported Intellectual Property of an employee, subject to 10.06.04(2) below:
- (a) the Supported Intellectual Property shall be owned by the employee;
  - (b) the employee shall disclose the Supported Intellectual Property to the University (Notwithstanding this paragraph, supported scholarly works shall be disclosed in accordance with 10.06.07);
  - (c) until the cost of the Direct Support has been paid to the University, the University shall be entitled to receive seventy-five (75) percent of the Proceeds of any exploitation of the Supported Intellectual Property (excluding scholarly works);
  - (d) in addition to the Direct support, the University shall be entitled to receive ten (10) percent of the Proceeds once the Proceeds earned following repayment of the Direct Support have exceeded \$100,000 (excluding scholarly works);
  - (e) as between the employee and the University and except subject to the rights of the University pursuant to 10.06.04(1)(c), the employee shall have control of the commercialization of such Supported Intellectual Property, including the right not to engage in commercialization activities; and (f) as between the employee and the University, the employee shall

control whether or not applications or registrations are sought or obtained in respect of such Supported Intellectual Property, including, without limitation, patents and patent applications.

- (2) Prior to the provision of Direct Support, an employee and the University may enter into a written agreement to address at least the subject matter of Article 10.06.04(1). For greater certainty, such written agreement may vary and supersede, in any and all respects, the terms of 10.06.04(1).

#### **Commercialization**

- 10.06.5 (1) Where an employee desires to collaborate with the University to commercialize Covered Intellectual Property, the parties shall enter into a written agreement. For greater certainty, neither party is obligated to enter into such agreement. Such agreements may vary and supersede the terms in this collective agreement.
- (2) Subject to any other agreement to the contrary, as between the University and any employee, and except in respect of such employee's Supported Intellectual Property, such employee shall be entitled to the Proceeds from the exploitation of such employee's Covered Intellectual Property.

#### **Disclosure**

- 10.06.6 In addition to any other obligations of disclosure that may exist pursuant to this agreement or any other agreement, each employee shall disclose to the University their Covered Intellectual Property for which (a) there is an intent to explore commercialization, or there has been commercialization, or (b) applications or registrations therefor have been sought or obtained, including, without limitation, patents and patent applications, in accordance with policies published by the University from time to time. (Notwithstanding this clause, covered scholarly works shall be disclosed in accordance with the requirements for the submission of an updated CV elsewhere in this Collective Agreement.)

#### **Contracting Out**

- 10.06.7 Notwithstanding any other provision of this collective agreement, employees and the University (and other third-parties, if applicable) may enter into agreements that relate to any Intellectual Property or Intellectual Property Rights, including, without limitation, any Covered Intellectual Property of any employee. The scope, validity, and enforceability of such agreements shall be in no way limited by the terms of this collective agreement, and may vary and supersede, in any and all respects, the terms herein, regardless of whether such terms herein explicitly contemplate such agreements. Such agreements may assign, transfer, license, or waive, any Covered Intellectual Property of any employee, and may have prospective and retroactive effect.

#### **University Intellectual Property**

- 10.06.8 Nothing herein assigns, transfers, or licenses any Intellectual Property or Intellectual Property Rights of the University or any third parties.

### **10.07 SALARY ADJUSTMENTS**

In each year of the collective agreement, no person who has held a position in the bargaining unit prior to 1 September shall receive a salary for a similar position less than the salary for the position when previously held, adjusted to the current salary grid.

**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 five or more cumulative years of service they will receive vacation pay of 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.

**10.09 RECORD OF EMPLOYMENT**

Upon termination of employment, the Employer shall issue a Record of Employment in compliance with Service Canada requirements, or within five days, whichever is sooner. Should a paper copy be requested by the employee, one shall be provided within five days of a written request, following the termination of employment.

**10.10 PENSION PLAN**

10.10.1 The Employer shall provide for those eligible employees who are not members of a full-time pension plan and who are not eligible to be members of a full-time pension plan at York University or elsewhere an opportunity to participate in the York University Pension Plan (the Plan).

10.10.2 All offers of Appointment will include the following statement: "If you are not a member of a full-time pension plan and are not eligible to be a member of a full-time pension plan at York University or elsewhere, you are eligible to participate in the York University Plan on the first day of the month coincident with or next following the date on which you have earnings of at least equal to the September 1 course director rate in each of two consecutive contract years. If you meet this eligibility criterion and wish to participate in the York University Pension Plan you should contact the Pension and Benefits Office."

All eligible members who are not enrolled in the Plan will be notified of their eligibility in writing by October 31 each year. This notice of eligibility will include the formula in the Pension Plan for employee and employer contributions to the Plan along with a generic example illustrating employee and employer contributions based on a particular number of course directorships as well as the estimated minimum guarantee of the pension entitlement that they would earn by the end of their contract if they chose to enroll. The sample would be in the form of a table that indicates the contributions of the Employer and the employee and estimated minimum guarantee value of the pension entitlement per 1 CD, 2CD and 3 CD.

10.10.3 The union shall select one representative to sit on the All-University Pension Committee and at least one representative to sit on the Board of Trustees of the Plan.

10.10.4 The Employer agrees to continue to sponsor educational programs mounted by the Retirement Consultation Centre for the University community.

10.10.5 The Employer shall provide the Union with copies of all Plan text amendments,

actuarial valuation reports, financial statement and annual information returns required to be filed with pension regulatory authorities. The Employer shall also provide a plain language pension plan booklet, a copy of which can be accessed at ([http://www.yorku.ca/hr/documents/pension/York\\_University\\_Pension\\_Plan.pdf](http://www.yorku.ca/hr/documents/pension/York_University_Pension_Plan.pdf)). This booklet shall be updated from time to time as necessary.

#### **10.11 DENTAL PLAN**

10.11.1 The employer shall contribute toward the yearly administration cost and eligible claims under an Administrative Services Only (“ASO”) Group Dental Plan for each employee.

10.11.2 The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of their appointment contract(s). Effective September 1, 2015 the employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of their appointment contract(s). This and any other provisions governing the removal of individuals from the Plan may be modified from time to time by the Labour/Management Committee.

#### **10.12 LONG-TERM DISABILITY PLAN**

10.12.1 The employer shall contribute towards the yearly premiums of the existing UNUM Long-Term Disability Plan or another Long-Term Disability Plan that provides at least the same level of benefits as the existing UNUM plan (the “LTD Plan”) for employees who meet the criteria in (i) and (ii) below:

- (i) has at least four months of service to the University and will earn at least \$8,200 (if the fall/winter earnings are less than \$8,200, the previous summer’s earnings will be taken into account to determine eligibility); and
- (ii) is not covered by another employer-paid long-term disability plan, shall be enrolled in the LTD Plan

10.12.2 All provisions concerning the establishment or maintenance of the UNUM Long Term Disability Plan shall be governed by the Labour/Management Committee. It is further recognized and understood that the representatives of the union are equally entitled to be involved in the processing of claims by the members of the Plan including directly interacting with the representatives of the carrier, any third party broker, and all administrators of the employer handling administrative matters relating to such claims. It is recognized that members may initiate claims by way of contact through the union.

#### **10.13 DRUG AND PARAMEDICAL SERVICES PLAN**

10.13.1 The employer shall contribute toward the yearly administration cost and claims under an ASO Group Drug & Paramedical Services Plan for each employee.

10.13.2 The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of their appointment contract(s). Effective September 1, 2015 the employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of their appointment contract(s).



10.13.3 All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

**10.14 VISION CARE PLAN**

10.14.1 The employer shall contribute toward the yearly administration cost and claims under an ASO Group Vision Care Plan for each employee.

10.14.2 The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of their Appointment Contract(s). Effective September 1, 2015 the employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of their appointment contract(s).

10.14.3 All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

**10.15** The parties agree that dental, drug, vision care and family benefits will be provided through an ASO Plan administered by the York University Department of Total Compensation (Pension and Benefits).

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

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

**10.16** The Employer shall provide access to all members and their family to the Employee and Family Assistance Program (EFAP) for the remainder of any academic year in which an employee has worked under a contract.

**ARTICLE 11 – POSTINGS**

11.01.1 As soon as practicable and no later than March 1 for the subsequent fall, fall/winter and winter courses, December 15 for subsequent summer courses, hiring units will post a Preliminary List of Courses that are planned for the following year and which as of this date have not been assigned to full-time faculty members or to contract faculty members through the Continuing Sessional Standing Program to teach. The list will be posted in the normal location for postings and sent to corresponding hiring units where upon receipt it shall be immediately posted and copied to the union. It is understood that this preliminary list is subject to change and cannot be relied upon. The Preliminary List of Courses list will be updated if necessary at least once before positions are posted.

11.01.2 It is in the interest of both parties that the posting/application process be as fair and expeditious as is reasonably possible. In keeping with this principle, it is agreed that:

11.01.3 The qualifications posted for all positions in the bargaining unit must be reasonable and demonstrably relevant to the posted position, including in cases where tutor

positions are posted in Unit 1 and Unit 2. In the Department of Nursing, qualifications set with respect to current practice will be reasonably connected to the duties of the position.

- 11.01.4 Effective summer 1999, postings shall state that “equivalencies shall be recognized as per Article 12.04 of the Unit 2 collective agreement”.
- 11.02 Positions shall be posted and archived electronically by the hiring unit in a location accessible to employees and the union. All postings shall contain the following statement: “York University encourages applications from Aboriginal peoples, persons with disabilities, members of visible minorities, and women and invites applicants to review the University’s Employment Equity Plan for employees in CUPE 3903, a copy of which is at <http://fr.info.yorku.ca/>. Each hiring unit will number its postings sequentially as a given number within a series. Hiring units will continue to maintain a bulletin board for information directed to employees in the bargaining unit.
- 11.02.1 (i) Except as otherwise provided, all positions in Unit 2 shall be posted as they arise, clearly identified as Unit 2, and shall identify 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. The qualifications for a position shall be stated as “required”, “preferred” and “desirable.” Projected class enrolments identified in postings may not exceed marker/grader assistance levels (“triggers”) specified in Article 16.05.1.
- (ii) Training or orientation for a bargaining unit position, including training required as the result of the introduction of technological change, if required by the employer, shall be considered part of the duties and responsibilities of the position and shall not be considered a qualification for the position.
- (iii) In posting course director positions, specific texts or materials shall only be included in the Responsibilities section. The list of texts or materials shall not be so exhaustive as to infringe on academic freedom by preventing the course director from supplementing the text or materials or from presenting alternative perspectives or approaches.
- (iv) Where different types of positions in one course are posted together, the qualifications for those positions shall be listed separately, with the exception of team taught (team lecturers) courses.
- 11.03 The Employer shall designate a Postings Officer who shall be available to consult with the Union.
- 11.04.1 The Union may notify the Employer’s Postings Officer of postings which in its view do not comply with the technical requirements of this article. The Postings Officer shall consult with the responsible union representative(s) within two working days of receipt of such notice, and if they have not already requested the appropriate hiring unit(s) to amend or re-post the particular posting(s) to the union’s satisfaction, the Union may meet with the Chair or Dean to discuss the problems with the particular posting(s). At the Union’s request, the Postings Officer shall attend such a meeting, where practicable

11.04.2 A Joint Subcommittee of the Joint Labour Management Committee will be established following ratification of the 2014-2017 collective agreement to address issues and concerns related to postings.

11.05 **NEW OR REVISED POSTINGS**

11.05.1 Where a hiring unit has made substantive changes in the qualifications to a posting since the last posting for the position in question, or where a position is being posted in the hiring unit for the first time, the posting notice shall be designated as NEW in large, bold type and the changes will be highlighted in the posting. Where a hiring unit has made other changes to a posting since the last posting for the position in question a posting notice shall be designated as REVISED in large, bold type and the changes will be highlighted in the posting.

11.05.2 Both the union and the employer's postings officer will be provided with copies of NEW postings as soon as practicable and, in any event, no later than two weeks in advance of the Common Posting Date. The union will notify the employer's Postings Officer as soon as practicable regarding postings which, in its view, contain unreasonable Qualifications language. The Postings Officer shall meet with the responsible union representative in order to review challenged postings. If possible they will agree to existing or amended language, but regardless of their agreement or lack of, the review will be concluded no later than two working days before the Common Posting Date and the posting will be posted. Subsequent to the Common Posting Date, postings which remain under challenge will either be the subject of continued discussion or subject to the normal grievance procedure.

11.05.3 Any agreement or discussion over NEW postings is without prejudice to either party should the union file an individual grievance for an employee in which the reasonableness of the qualifications, as they apply to the grievor's application and/or qualifications for the position, are at issue.

11.05.4 The union is estopped from filing a policy grievance over NEW postings which have been signed off per 11.05.2.

11.06 Notwithstanding Article 11.05.2, where a posting is not NEW, within five days of the receipt of a written request, the employer shall provide the union with a written rationale for any qualification.

11.07 Upon application by the union, the employer shall expedite the processing of any grievances respecting postings, in accordance with Article 6.15.1.

11.08 Each position shall be posted for at least two weeks before being filled, except where a position arises after August 1, or is otherwise unfilled three weeks or less prior to the commencement of the appointment. In no event shall a position be posted for fewer than 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). Unless otherwise addressed in this collective agreement, it is understood that, in the absence of exceptional circumstances, course directors shall be advised in writing of their appointments at least six weeks in advance of the beginning of classes for the term in which the course will be offered in order to allow for adequate preparation time.

## 11.09 **COMMON POSTING DATES**

11.09.1 Except in exceptional circumstances, all postings for 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 April 22; and applications accepted up to May 6; 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.

11.09.2 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.

## 11.10 **LATE POSTINGS**

If exceptional circumstances per 11.09.2 require a position to be posted on or after August 1, the position will be posted for no fewer than 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). However, where a position for the winter term, and despite Article 11.08, unless the position will commence in 3 weeks or less it shall be posted for at least two weeks (for example, a position posted on November 15 for January 2 in the winter term would still be posted for at least two weeks from November 15).

11.11 Positions for Computer Lab Monitors (formerly “Computer Centre Advisors”) shall normally be posted as a total number of hours available for the fall session or the winter session. Such positions shall normally be for at least six hours per week, but shall not be for more than twenty hours per week throughout either session. Positions shall be subject to the scheduling needs of the hiring unit.

11.12 The Employer may withdraw a posting for which there are no qualified applicants at any time after the period of obligatory posting. Where a position has been posted in both units, and a query or grievance has been filed against a recommended appointee in Unit 2, and there remains at least one Unit 2 applicant for the position with the required qualifications, that position shall remain in Unit 2. Where there are qualified applicants and no grievance has been filed, the employer may withdraw a posted position before a written offer of appointment is made up to:

- (a) for course directors, team lecturer, writing instructor and instructor (Faculty of Education) four weeks prior to the commencement of classes;
- (b) for tutor 1, tutor 2, tutor 6 and coach (Fine Arts) three weeks prior to the commencement of classes;
- (c) for tutor 3, tutor 4 and computer centre advisors two weeks prior to the commencement of classes;

(d) for all other positions four weeks prior to the commencement of classes.

11.13 Subject to the limitations arising out of the confirmation of a practicum arrangement with a third party, placement confirmations for clinical course directors (CCDs) in the School of Nursing shall be posted at least four weeks in advance of the start date.

## **ARTICLE 12 – APPOINTMENTS**

### **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.<sup>3</sup> 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.

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 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

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<sup>3</sup> For information and illustrative purposes: Starting with the 2021-22 posting exercises the School of Nursing would revise its postings for Clinical Course Director positions to substitute the current phrasing regarding Proof of Practice with new phrasing regarding the documentation of any required current practice (144 hours over the last 12 months prior to the submission of this application) qualifications. That phrasing would indicate 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 will include

- the type of work (i.e., specific nature of the clinical practice)
- the location(s) where it was performed
- the number of hours completed

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-g):
  - (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;
  - (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 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 is equal, 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), 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.

- (i) 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

12.04.4 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.

12.05.3 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.

12.05.4 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.

## **12.06 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, 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.

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 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 to the hiring unit, and the other will be retained by the appointee. A Revenue Canada TD 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.

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 15.

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 three-day grace period between July 28 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 days of the date of issue of the Notice of Recommended Appointment, an offer of appointment will be sent. If a grievance is filed, it will be referred directly to Step Three.
- 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 days of the date of issue of the Notice of Recommended Appointment, an offer of appointment will be sent. If a grievance is filed, it will be referred directly to Step Three.
- 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**

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, 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 months of the approval required by Senate or if the course has been transformed and is offered within 36 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, 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:

- employee request
- mutual agreement of hiring unit and employee
- recommendation arising from informal evaluation
- decision of Chair, Dean, Director or designate resulting from the processing of a complaint 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 evaluator will be someone of the employee's choice in the hiring unit or another hiring unit at York University who is acceptable to the hiring unit.
- (ii) The hiring unit shall inform the employee in writing of the pending evaluation and of the methods and criteria to be used at least 14 days (pro-rated for sessions other than fall/winter but not fewer than 3 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 days' notice (pro-rated for sessions other than fall/winter but not fewer than 3 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. In the event that such a grievance reaches Step Three, 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. Per Article 12.24 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.

13.07.2 Hiring units may not use summaries of student evaluations as a source of information in reaching decisions on hiring where no relevant formal evaluations are available. Notwithstanding the above, where it is not practicable for the unit to conduct a formal evaluation before reaching a decision on hiring, it may use a summary of student evaluations, but only with the written agreement of the employee in question.

## **ARTICLE 14 – ACADEMIC FREEDOM**

14.01 (i) All employees who are primarily responsible for the content and/or presentation

of a course shall be accorded academic freedom in the design, shaping of course content, methodology, and/or presentation of that course. All other employees shall be accorded academic freedom as appropriate to the position held and its duties and responsibilities.

- (ii) Academic freedom includes the freedom to examine, question, teach and learn and to disseminate opinion(s) on questions related to the teaching of the course, its content and organization and the larger political, cultural and philosophical context in which teaching and research take place.
- (iii) Without limiting their academic freedom, employees are required to discharge their responsibilities in accordance with the rightful expectations of the employer, the needs of the students and the legitimate claims of the community.
- (iv) No electronic monitoring of employees or their work shall be undertaken unless there is written consent. Such consent shall be subject to withdrawal at any time and must be renewed for each contract year. It shall be understood that signing up for a York University email account does not constitute written consent under this article 14.01(iv). The employer agrees that employees shall be notified of the purpose of such monitoring and any occasions under which it has occurred. Employees who as part of their employment related duties and responsibilities are to be required to participate in a pedagogical or other study of a method of teaching are to be clearly informed of this fact both in the Notice of Recommended Appointment and in the Letter of Offer. By accepting the Letter of Offer the employee will be providing their consent to participate. Wherever practicable the results of any such study shall be recorded in such a manner that the employees' work cannot be identified with them. If this is not practicable, both the Notice of Recommended Appointment and the Letter of Offer shall clearly indicate this. By accepting the appointment the employee will have accepted this as a term and condition of the position. In any event such a study shall not be used for purposes set forth in Article 13.
- (v) When exercising their rights of action and expression as citizens, employees shall endeavour to ensure that their private actions and expressions are not interpreted as representing the position of York University.

## **ARTICLE 15 – GENERAL**

### **15.01 OFFICE SPACE & FACILITIES**

- 15.01.1 The employer shall ensure that hiring units allocate to employees appropriate and reasonably uniform space (where such space is controlled by the hiring unit), and the use of other facilities, services and equipment as required for the performance of their duties and responsibilities. The employer shall also provide such other reasonable services needed for the performance of professional duties and responsibilities as are offered to other members of the University and can be provided at no additional cost to the employer.
- 15.01.2 Best efforts will be made to provide office space for any employee who holds a position at Atkinson and who does not have access to other office space. In addition, all employees will be provided with a mailbox in the department office in which they hold such position.
- 15.01.3 Best efforts will be made to provide office space for any employee who holds a

position at Glendon College and who does not have access to other office space. In addition, best efforts will be made to ensure that employees at Glendon College will be provided with a mailbox in their department at Glendon, as well as ready access to photocopying services.

- 15.01.4 For both new office space in existing buildings and existing office space which becomes available, CUPE 3903 employees with at least five years of service in the bargaining unit and an average of 2.5 type 1 or equivalents positions over the last 5 years will have priority in the allocation of such space after the existing contractual entitlements of full time faculty have been met.
- 15.01.5 The York University Policy on campus office space continues to be that the occupants of office space are “tenants”, in that no individual group/unit owns or has final determination over its allotted space. However, whenever a new building is approved a “user committee” is struck by the relevant Dean of the projected main occupants and this user committee consults widely regarding space allocation before making its final recommendations. The Office of Faculty Relations will use our best offices to recommend to the relevant Dean that at least one seat on this committee be reserved for a member of CUPE 3903.
- 15.01.6 Best efforts will be made to provide employees who have at least three years of consecutive service in the bargaining unit, in each of which they have held at least one type one position or equivalent, office space between contracts, provided that they have applied for and can reasonably expect to be appointed in the subsequent academic term.
- 15.01.7 The employer shall ensure that employees are provided with adequate access to and use of available libraries, laboratories, duplicating services, office supplies, computing facilities, audio-visual equipment and any other existing University facilities required for the performance of their contractual responsibilities.
- 15.01.8 RESOURCES FOR PERSONS WITH DISABILITIES**  
Persons with disabilities, per the York University Occupational Health and Safety Policy, shall be accommodated and have access to the DOHS funds designated for the purchase of special equipment or required resources to assist employees in the performance of their teaching, demonstrating, tutoring or marking, on the same basis as other York University employees. The Office of the Disabilities Coordination Manager will act as liaison between the employer and employees with disabilities on these issues.
- 15.01.9 Employees shall have access to a telephone to conduct University business. Telephone messages shall be taken for employees. An employee’s home telephone number shall not be given to anyone outside the department or University administration and the union without the permission of the employee. Employees shall have University mail sent to their home addresses unless an employee requests that it be sent to their University address.
- 15.01.10 The Administration agrees to absorb the cost of maintaining the CUPE 3903 “Safety” telephones installed per the 1991-92 collective agreement. The \$25,000 allocated to provide and maintain additional telephones pursuant to the 1992-93 collective agreement will be used to install and maintain telephones in 1994-95. In 1995-96, the amount available to install and maintain telephones shall be \$25,000 reduced by



the (yearly) cost of maintaining the telephones installed the previous year. The safety and security priorities for these telephones will be decided by the union.

15.01.11 In 1999-2000 the Faculty of Arts will convert existing CUPE 3903 phones from digital to analog with the aim of installing analogue phones in the 31 offices currently without a telephone. It is understood that these telephones will not have the automated features of digital phones. The faculty will consider carefully the number of individuals in each office when planning the various phone/office permutations which will maximize the number of offices receiving phones. It is expected that this exercise will be completed by the end of the current academic year (1999-2000). The subject of the feasibility of exercising this option in other faculties will be taken up by the Labour/Management Committee.

15.01.12 Where practicable, upon request to the Office of the Assistant Vice- President (HR&ER), employees who have a mobility impairment will have the location of their classes and/or office space re-assigned and/or receive such other accommodation as is reasonable and appropriate. The identity of the employee making the request and the fact and nature of the request shall remain confidential and shall only be released on a need to know basis or with the express consent of the employee concerned. The Office of the Disabilities Coordination Manager will act as liaison between the employer and employees with disabilities on these issues.

15.01.13 In addition to its existing ASL interpretation services, the University is piloting the use of Video Remote Interpreting (VRI) services for use by employees who require ASL interpreter support for work activities which are impromptu or arranged on short notice. Members of CUPE 3903 will be advised as to how to access this VRI service.

**15.01.14 OFFICE STANDARDS**

The employer shall make reasonable efforts to ensure that an employee who has held a position in the bargaining unit prior to any 1 September is provided with appropriate space and use of other facilities, services and equipment as required for the performance of their professional duties which is not less than that provided to the employee for a similar position when last held in the same Faculty/College.

**15.02.1 HEALTH AND SAFETY**

The union and the employer recognize the right of employees to work in a secure, healthy, and accessible environment with adequate lighting where needed, a prominent display of directional signs, wheel-chair accessibility, clean air in working areas, public and emergency telephones, an efficient and safe escort service, and an adequate security service.

Further, the employer shall provide sufficient facilities, supplies and services to protect the health and safety of employees as they carry out their duties. The Parties agree that the employer shall provide, and employees shall make use of, protective equipment wherever the same is required for the safe and effective performance of an employee's duties. The Parties agree to ensure that the safety equipment, materials and protective devices provided by the employer are maintained in good condition.

Information regarding personal protective equipment that is used or may be used by members of the bargaining unit in the course of their employment will be requested from the appropriate bodies by the Labour/ Management Committee.

**15.02.2** The Employer shall comply with the Occupational Health and Safety Act. No employee shall be required to act, nor shall they act, in the course of their employment, in a manner which constitutes a health or safety hazard under the Act. The Employer shall inform all employees of their rights and obligations under this Act.

**15.02.3** The Parties agree to carry on frequent and continuing education programs for employees, providing information and instruction on safety procedures in accordance with W.H.M.I.S. requirements. Attendance at these programs shall be on paid work time.

The Union shall be invited to attend all Health and Safety educational programs directed to the CUPE 3903 membership and conducted or sponsored by the Employer. The Union shall have the right to review and comment only on all materials used at such programs. Subject to the approval of the Office of Health and Safety, which shall not be unreasonably withheld, the union shall have the right to make a presentation at all such programs.

**15.02.4** The Employer and the Union are committed to continuing the Joint Health and Safety Committee and the processes currently in effect as referred to and detailed in Article 15.02.7.

In addition to any other legislative reporting obligations, the Union Co- Chair of the Joint Health and Safety Committee (or designate) shall, at the same time, be notified by email where there has been an accident report filed with the Union.

**15.02.5** The Employer shall provide certification training, delivered by the Workers' Health and Safety Centre, to three members of the CUPE 3903 Joint Health and Safety Committee. It is understood that this is inclusive of the obligation, contained in the Joint Health and Safety Agreement between the Administration and CUPE 3903 signed and dated 1 December 1994, to certify one additional member beyond the legal requirement. The Employer shall reimburse all reasonable expenses associated with such training.

Further, upon request to the Joint Health and Safety Committee, in each academic year one worker member of the Committee may attend a CUPE Health and Safety Course of their choice for up to a maximum of sixteen hours and the Employer shall reimburse for all reasonable expenses associated with such training.

The Employer will increase the amount of paid time available for participation in the JHSC by 45 hours per academic year.

**15.02.6** The CUPE 3903/Administration Joint Health and Safety Committee will pursue the development and delivery of improved training for CUPE 3903 employees and particularly for those working in the sciences and fine arts. It is intended that reviews in this area shall include investigation of the feasibility of having CUPE 3903 employees trained as Workers Health and Safety Centre instructors who would be qualified to conduct expanded training. Final approval for the implementation of the expanded training must be given by both the CUPE 3903 Executive and the

Employer.

- 15.02.7** During the term of the collective agreement, York University is committed to the prevention of occupational illness or injury through the provisions and maintenance of healthy and safe conditions on its premises. The University endeavours to provide a hazard-free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programs and procedures.

York University requires that health and safety be a primary objective in every area of operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety.

The University shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programs and shall report hazards to someone in authority, in the interests of the health and safety of all members of the community.

To this end, York University has entered into an agreement with CUPE Local 3903 to establish a Joint Health and Safety Committee and guidelines for the composition, practice and procedures thereof, dated December 1, 1994.

York University and CUPE Local 3903 will continue to respect the functions and guidelines established for the Joint Health and Safety Committee.

- 15.03.1 AUTHORIZED REPLACEMENT:** If an employee is authorized by the Dean or designate to teach, tutor or demonstrate for someone who does not reciprocate with like work, the employee shall be compensated at the following rates:

**Effective 1 September 2020**

Tutor 1	\$150.02 /tutorial hour
Tutor 2	\$ 56.48 /lab hour
Lecturer Replacement	\$150.02 /lecture hour

**Effective 1 September 2021**

Tutor 1	\$151.52 /tutorial hour
Tutor 2	\$ 57.04 /lab hour
Lecturer Replacement	\$151.52 /lecture hour

**Effective 1 September 2022**

Tutor 1	\$153.04 /tutorial hour
Tutor 2	\$ 57.04 /lab hour
Lecturer Replacement	\$153.04 /lecture hour

Such authorized replacement is intended to fill short-term emergency staffing needs normally not exceeding one month during the fall/winter session or an equivalent period during any other session.

### **15.03.2 GUEST LECTURER**

A Guest Lecturer is defined as:

- (i) an employee who is invited, in writing, by the hiring unit and paid at a rate customary in the hiring unit or Faculty or informed in advance that no remuneration will be paid; or
- (ii) another person, not an employee under this agreement, whether or not paid at the rate customary in the hiring unit or Faculty.
- (iii) For Guest Lecturers as defined in (I) only, the regular lecturer shall normally attend the class of the Guest Lecturer; otherwise the employee invited to lecture shall be deemed to be a Lecturer Replacement and paid accordingly.

### **15.04 PHOTOCOPYING**

The employer shall provide access to a photocopying machine in the Faculty of Graduate Studies, the Faculty of Science and the Faculty of Arts at cost for the copying of the final copy of Master's theses or their equivalent, including Major Research Papers as defined in Article 15.07, and Doctoral dissertations for present and past bargaining unit members who are graduate students at York. The number of copies provided shall be the number demanded by the Faculty of Graduate Studies for purposes of oral examinations and the number of copies demanded by the Faculty of Graduate Studies for degree requirements.

### **15.05 KILOMETREAGE ALLOWANCE**

When an employee is appointed or assigned duties at a place of work other than the York University campus, the employee shall be reimbursed for the parking costs associated with that place of work during the hours of the assigned duties that are in excess of the cost of the standard York Lanes day rate. The employee will also be reimbursed for those reasonable costs of travel to and from the off-campus place of work which are in excess of the normal costs of travel to and from the employee's principal residence and the York University campus. Automobile expenditures in this regard shall be reimbursed at a rate of \$.45 per kilometre in excess, or whatever kilometreage policy is in effect, whichever is the greater.

### **15.06 THESIS ALLOWANCE**

Upon request by any full or part-time York graduate student who is a member of the bargaining unit or who has been a member of the bargaining unit and who submits their Master's thesis/Ph.D. dissertation for defence or, where permitted by their graduate program, submits a Major Research Paper instead of a Master's thesis, the employer shall grant such an individual up to \$200 towards the cost of the final form of their Major Research Paper or up to \$300 towards the cost of production of the final form of their Master's thesis, and, where applicable, up to \$400 towards the cost of production of the final form of their Doctoral dissertation, on receipt of an invoice substantiating costs incurred.

The Employer also agrees, upon receipt of appropriate invoices, to reimburse the employee the cost of the final form of Major Research Papers submitted in fulfilment of Graduate Program requirements for the Ph.D. degree, up to a total of \$200 per individual, (e.g., the Ph.D. I Major Research Paper in Social and Political Thought or its equivalent).

### **15.07 LIBRARY PRIVILEGES**

Library privileges will be extended on a continuing basis for all employees so long

as they are in the bargaining unit.

### **15.08 EXECUTIVE SERVICE**

- 15.08.1 In recognition of the fact that service on the union executive limits the ability of employees to make themselves available for employment, the employer agrees to pay the union by 30 September of each year the equivalent of the salary of eight course directors, in full satisfaction of the employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 collective agreements. These monies shall be distributed among the members of the executive as seen fit by the union.
- 15.08.2 Full time graduate students who have served on the CUPE 3903, CUPE Ontario, or CUPE national executive, or OUWCC Executive for at least six months may, on the basis of such service, submit petitions for academic extensions for a total of twelve months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on service on the Union executive, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. If the Dean decides not to grant such a petition, they shall state the reasons for their decision in writing, including the basis upon which they decided that the effect of such service upon the progress of the student's work was not sufficient to grant the petition, to the individual with a copy to the union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status with an additional year in the priority pool and petition of part-time students which are granted shall be granted for part-time status.
- 15.08.3 Employees shall be entitled to accrue 1 Type 1 unit of Applicable Prior Experience (APE) credit for every twelve months of service on the CUPE 3903 or national executive, including service on the CUPE 3903 executive or national executive served while a full-time graduate student employee in Unit 1 or Unit 3. Employees shall further be entitled to accrue 1 Type 1 unit of Applicable Prior Experience credit for service on the bargaining team, including service on the CUPE 3903 bargaining team while a full-time graduate student employee in Unit 1 or Unit 3. Service on the bargaining team must be for at least half the bargaining session, and service greater than half but less than the full session shall be prorated in increments of 1 type 2 Applicable Prior Experience credit (i.e., credit will be 1, 2 or 3 type 2 credits).

The Union Chair or designate will provide a signed list of the credits by May 1 of each year.

In connection with Article 15.08.3 above the union will, within one (1) month of the date of ratification of the renewal collective agreement, provide to the employer a written list of all current Unit 1, Unit 2 and Unit 3 employees with past service on the CUPE 3903 or National executive and the length of that service, which list shall be determinative for the purposes of Article 15.08.3. If the list is not forthcoming in a timely way, only service subsequent to the date of ratification of the 2000-2002 collective agreement will be applicable. Further, the union shall provide a written update of the initial list on an annual basis, which list shall be determinative for the purposes of Article 15.08.3.

- 15.08.4 The Employer agrees to grant paid union leave of up to one thirty-fifth of their current appointment contract(s) each for up to three union members attending the bi-annual National CUPE Convention as official delegates of CUPE 3903. The Employer also agrees to grant similar pro-rated release time to up to three union members attending the annual Ontario Division CUPE Convention as official delegates of CUPE 3903. It is understood that attendance at the above events is conditional upon both the Union providing adequate advance notice to the Employer as to the scheduling of the event and the delegates appointed and the employee providing as much advance notice to the hiring unit as is both reasonable and practicable and in any event, where known, no less than one calendar month.

Upon request, the Employer also agrees to make reasonable provisions that will permit any member of CUPE 3903 to attend the Annual General Meeting of CUPE 3903 or any meeting of the Local which deals with a strike vote or ratification vote. It is understood that the Union will use its best efforts to schedule these events at such times so as to cause minimal disruption to classes.

It is also understood that the employee will provide as much notice as is both reasonable and practicable.

- 15.08.5 Full and part-time graduate students who have served on the CUPE 3903 bargaining team may, on the basis of such service, submit petitions for academic extensions for a total of twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. If the Dean decides not to grant such a petition, they shall state the reasons for their decision in writing to the individual with a copy to the union. Such a request shall not be unreasonably denied.
- 15.08.6 During negotiations, members of the CUPE 3903 bargaining team who have a scheduling conflict between class/group time and a bargaining session will have the cost of replacing them for the group/class time paid for by the employer.

**15.09 DISABILITY/ILLNESS/INJURY LEAVE**

Full time graduate students who have a disability or disabilities may submit petitions for academic extensions for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). Full and part-time graduate students who suffer illness or injury may submit petitions for academic extensions for up to a total of twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. Such petitions shall be kept confidential. When considering these petitions, the Dean shall review medical certification and statements as to the effect of the disability or disabilities, illness or injury upon the progress of the student's work. If the Dean decides not to grant such a petition, they shall state the reasons for their decision in writing, including the basis on which they decided that the effect of the disability or disabilities upon the progress of the student's work was not sufficient to grant the petition, to the individual with a copy to the union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students shall be granted for part-time status.

Masters candidates who held a full or partial teaching assistantship, and who

subsequently have been granted a full-time academic extension for up to 12 months beyond the Faculty of Graduate Studies guidelines per this Article, also shall be allocated an additional teaching assistantship.

#### **15.10 PARTICIPATION**

15.10.1 The Parties agree that the valuable contributions made by CUPE 3903 members be recognized by incorporating them as fully as possible into the decision-making processes of the University.

15.10.2 The Employer agrees to recommend (and to use its best offices to persuade) Senate and the Faculty Councils in which CUPE 3903 Unit 2 members are employed to:

- (i) Amend the relevant Senate document(s) to clearly state that 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, and the outcome of the deliberations of the Task Force 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 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.

#### **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.

15.10.6 Employees will not be removed from Listserves for faculty and graduate students for at least one year after their last contract.

#### **15.11 DOSSIER SERVICE**

In order to support employees' applications for research grants, scholarships and academic or other positions, the employer agrees to establish a Dossier Service for all employees and former employees who are within 24 months of their last CUPE 3903 appointment contract(s).

The Dossier Service shall keep a file for each employee who requests it. To open a file, an employee will be required to register with the Dossier Service and to pay a registration fee of no more than \$20.00.

Only information provided directly by the employee or sent directly to the Dossier Service at the employee's express request will be included in the file. The employee shall have access to all of the material in the file with the exception of confidential letters of reference requested as confidential by the employee. At their request, the employee shall be given the names of those persons who have written confidential letters of assessment.

On request, a copy of the file shall be sent to the address specified by the employee. Normally, files will not contain more than 25 pages. The service charge for each request will be \$2.50 (Canadian destinations) or \$3.00 (foreign destinations). Requests for files exceeding 25 pages may be subject to a surcharge.

The employer shall continue to support the Dossier Service at the level necessary to maintain the services offered to CUPE 3903 members.

#### **15.12.1 CHILDCARE FUND**

Commencing in the 1998-1999 contract year the employer will establish a Childcare Fund which will be allocated per the provisions of Article 15.13.2 and 15.13.3 in this collective agreement.

**15.12.2** The employer agrees to contribute annually to operating costs of the Student Centre Childcare facility. 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.

**15.12.3** By September 30 of each academic year the employer will allocate \$50,000 to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.



**15.12.4** Effective September 1, 2021, and every 12 months thereafter, the Employer agrees to contribute to the Childcare Fund annually. The Employer's contribution will be \$262,600 effective September 1, 2020, \$265,226 effective September 1, 2021, and \$267,878 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 by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30<sup>th</sup> of each year.

**15.12.5 JOINT COMMITTEE ON CHILDCARE AT GLENDON AND MARKHAM**

The Employer will form a committee comprised of all interested parties to discuss and investigate the feasibility and need of childcare facilities at the Glendon and Markham Campuses. This committee will be formed in consultation with CUPE 3903.

**15.13 TUITION WAIVER**

Persons who have held at least three Type 1 positions or equivalent in the bargaining unit during the previous thirty-six months, including at least one position during the twelve-month period preceding application, shall be eligible during the subsequent twelve months for a tuition fee waiver for York University degree credit work, either at the graduate or undergraduate level, approved for a program to which they have been admitted. The limit to the tuition fee waiver in the twelve-month period is the maximum value of fees payable by a part-time student in the program in which they are enrolled. (See also Article 15.20 Tuition Costs Fund.)

NOTE: For the purposes of this article, experience gained for appointments held while a full-time graduate student employee in Unit 1 shall count as bargaining unit experience.

**15.14 LEAVE**

For any four twelve-month periods since 2 January 1980 in each of which an employee has been employed as a contract faculty member in the equivalent of at least one Type 1 position, the employee shall be eligible for a total of twelve months complete or partial leave and shall accrue experience during the period of leave at a rate equivalent to the average rate of experience accrual during the two twelve-month periods immediately preceding the period of leave to a maximum of three course directorships or their equivalent. For the period of partial leave, total experience accrued, including experience accrued as actual teaching experience and experience accrued on leave, shall not exceed the average rate of experience accrual during the two qualifying twelve-month periods preceding the period of leave.

Leave shall be automatic upon written agreement of the hiring unit(s) and the Associate Director, Faculty Relations as to eligibility and applicable prior experience to accrue during the period of the leave. Applications must be submitted to the hiring unit(s) and the Office of the Executive Director, Faculty Relations at least two months before the term in which the leave is to take effect.

**15.15 RESEARCH LEAVES**

In each year of the collective agreement 2020-2021, 2021-2022, and 2022-2023 an

annual Research Leave Fund will be maintained at a value of the equivalent of 9 type 1 positions to provide up to three Research Leaves in each of those contract years for employees meeting the eligibility criteria for the Affirmative Action ("Conversion") Pool. For one of the Research Leaves starting in 2012-13 priority will be given to assist an employee in the completion of their PhD.

In addition to the above the Employer will award a Research Leave open to all members of the bargaining unit.

Employees receiving a Research Leave may teach up to a maximum of 1 type 1 position or its equivalent during the leave. Applications will be reviewed on a competitive basis by the Research Leave Adjudicating Committee, consisting of three full-time faculty members, including a designate of the Associate Vice-President Research, and a supporting Committee secretary. There will also be a non-voting CUPE 3903 participant/observer on the Committee.

Research Leave applications shall consist of the following:

- (a) a description of the proposed project;
- (b) a statement of the scholarly/creative significance of the project and relationship of the project to the applicant's area(s) of scholarship/creative endeavours and, if relevant, areas of teaching;
- (c) a statement of the timelines involved in the completion of the project;
- (d) an updated *curriculum vitae*, including a statement of current areas of research specialization;
- (e) a copy of the final report submitted on completion of previous research leave, if applicable.

Employees awarded a Research Leave shall submit a final report following completion of the leave, summarizing the work completed on the leave. Submission of a final report is required to be eligible for a subsequent Research Leave.

Over the three years a minimum of 1/3 of the awards among the applicants otherwise assessed as meriting an award will be made to applicants who self- identify as a member of one or more of the designated employment equity groups. In the event that the number of applicants assessed as meriting an award does not allow for 1/3 of the awards to be made to applicants who have self-identified as a member of one more of the designated employment equity groups the Research Leave Adjudicating Committee will so report to the Joint Labour Management Committee on an annual basis.

The Research Leave Adjudicating Committee shall submit a written report on the activities of the Committee to the Labour/Management Committee.

#### **15.16 RESEARCH GRANTS FUND**

The Employer shall maintain a fund for the purpose of encouraging individual research and study and of defraying research costs incurred by members of the bargaining unit. Effective September 1, 2011 the amount allocated shall be \$190,000. Any unspent monies shall remain in the Fund for future distribution.

The Research Grants Fund shall have two categories:

1. Each Major Research Grant shall consist of an amount equivalent to the current salary rate of one course directorship. The number of such grants shall be determined by the Labour/Management Committee. Should a 'Cap Exempt' employee receive a Major Research Grant, they shall abide by the Cap on positions as set forth in Article 12.03.1(v) and (vi) during the academic year in which the grant is held. Successful applicants shall receive one Type 1 applicable prior experience credit and shall designate a position previously held to which they wish the prior experience to be attributed.
2. All other Research Grants shall be in varying amounts up to \$8,000. Unless otherwise specified, the allocation of funds to the various research grants and the criteria for eligibility in the competitions for them shall be determined by the Labour/Management Committee.

All awards shall be based on the academic merit of the proposals submitted for assessment to the four-person Selection Committee which shall consist of two members of the bargaining unit selected by the union, one full-time faculty member, and the Associate Vice-President (Research) or designate. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

Of the ranked applications otherwise assessed as meriting an award in each of the categories in 1 and 2 above, a minimum of 1/3 of the awards in each of the categories will be made to applicants who self-identify as a member of one or more of the designated employment equity categories. In the event that the number of applicants assessed as meriting an award does not allow for 1/3 of the awards to be made to applicants who have self-identified as a member of one or more of the designated employment equity categories, the Selection Committee will so report to the Joint Labour Management Committee.

#### **15.17 CONFERENCE TRAVEL FUND**

The Employer shall maintain a Conference Travel Fund to support contract faculty members of the University attending scholarly/professional/artistic conferences Effective September 1, 2011 the amount allocated to the Fund shall be \$100,000 per contract year. Any unspent monies shall be retained in the Fund for future distribution.

The criteria and procedures governing the administration of the Conference Travel Fund shall be determined by the Labour/Management Committee. The Conference Travel Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the union, one full-time faculty member, and the Associate Vice-President (Research) or designate. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

#### **15.18 TEACHING DEVELOPMENT FUND**

The Employer shall maintain an annual Fund of the monetary equivalent of the current salary rate for two course directorships plus \$15,000 for the purpose of assisting employees to develop a new program of study, new courses and teaching materials, and/or their teaching skills.

The Teaching Development Fund shall have two categories:

1. Each Major Teaching Development Grant (to a maximum of two) shall consist of an amount equivalent to the current salary rate of one course directorship. To be eligible for this grant, employees must be in the bargaining unit or have been in the bargaining unit within the ten months preceding the application deadline, and they must have held at least one Type 1 or equivalent position(s), (or accrued applicable prior experience of one Type 1 position or equivalent positions under the leave provisions of 15.15) in each of the two twelve month periods ending 31 August preceding the application date.

Should a 'Cap Exempt' employee receive a Major Teaching Development Grant, they shall abide by the Cap on positions as set forth in Article 12.03.1(v) and (vi) during the academic year in which the grant is held. Successful applicants shall receive one Type 1 applicable prior experience credit and shall designate a position previously held to which they wish the prior experience to be attributed.

2. All other Teaching Development Grants (to a maximum of 5) shall be \$1,000 each.

Eligible employees shall submit applications, including detailed proposals of the program or project they intend to undertake, by 1 February of each year. Grants shall be awarded for the fall/winter session on the basis of the academic merit of the proposal as assessed by a four person Selection Committee consisting of two members of the bargaining unit selected by the union, one full-time faculty member, and the Associate Vice-President (Research) or designate. Any unexpended monies shall be retained in the Fund.

Of the ranked applications otherwise assessed as meriting an award, a minimum of 1/3 of the awards will be made to applicants who self-identify as a member of one or more of the designated employment equity categories. In the event that the number of applicants assessed as meriting an award does not allow for 1/3 of the awards to be made to applicants who have self-identified as a member of one or more of the designated employment equity categories, the Selection Committee will so report to the Joint Labour Management Committee.

An annual report on the disbursement of monies 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 \$138,370 effective September 1, 2020, \$139,754 effective September 1, 2021, and \$141,152 effective September 1, 2022.

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.

**15.20 TUITION COSTS FUND**

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

The Tuition Costs Fund shall be administered by the Professional Development Fund Committee of the Union. An annual report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30<sup>th</sup> of each year.

**15.21 PROFESSIONAL EXPENSE REIMBURSEMENT**

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.

**15.22 TUITION WAIVER FOR SPOUSES AND DEPENDENTS**

Employees who, over the past three years, have held an average of 2.5 type 1 or equivalent positions per year will be eligible to apply for a waiver of the tuition fees for degree credit courses offered by York University on behalf of their spouse and dependent(s) at the domestic rate in accordance with the University’s Academic Fee Waiver Policy, which may change from time to time. For clarity, “dependent” is defined as any individual eligible to be claimed as a dependent for York University Benefits Plan purposes.”

**15.23 TRANS FUND**

Effective September 1, 2011 the \$10,000 allocated to this Fund will be increased to \$20,000. Effective September 1, 2014 \$30,000 will be allocated to this Fund. Allocations from the Fund will be made by the Union.

Effective September 1, 2018, \$40,000 will be allocated to this Fund annually. Allocations from the Fund will be made by the Union based upon pre-established and posted guidelines.

An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

**15.24 EQUITY FUND**

In 2005-2006 a new Equity Fund will be established. In each year of the collective agreement \$10,000 will be allocated to this Fund to be used as matching funds for a CUPE 3903 Employment Equity Officer. The allocation to this fund will be \$10,100 effective September 1, 2020, \$10,201 effective September 1, 2021, and \$10,303 effective September 1, 2022. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

**15.25 SEXUAL VIOLENCE SURVIVOR FUND**

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

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

**15.26 ACCOMMODATION**

The parties acknowledge their duty to accommodate persons with disabilities in the manner and to the extent required by the *Ontario Human Rights Code*. The parties agree that this means accommodating disabled employees to the point of undue hardship if such accommodation will enable the employee to perform the essential duties of their position. An employee with whom an accommodation is being discussed may have a union representative present during any such discussions.

The University's process for accommodation of academic employees can be found at the following location: <http://fr.info.yorku.ca>.

**15.27 POST-RETIREMENT BENEFITS**

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

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

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

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

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

**15.28** Employees shall have a continuation of work email access and library services access for a period of twelve months following the completion of their contract. Email access and library services access may be discontinued following the completion of the one year term of access.

**15.29 FUND PROTECTION**

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

As an example of how this Article will apply, if the per employee amount available is \$10 based on 100 employees as of October 1, 2008 and the number of employees increases to 110 as of October 1, 2011, the fund will be supplemented by \$100 in the 2011-12 year of the Collective Agreement. If the number of employees is 90 as of October 1, 2012, no supplement will be required and the fund will be \$1000.

Funds:

- Article 15.12.2 and 15.12.3 Childcare Subsidies
- Article 15.16 Research Grant Funds
- Article 15.17 Conference Travel Fund
- Article 15.18 Teaching Development Fund
- Article 15.19 Professional Development Fund
- Article 20 Ways & Means Fund

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

**15.30 CUPE 3903 BENEFITS FUND**

Effective September 1, 2021, and every 12 months thereafter, the Employer agrees

to contribute an amount to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. The amount contributed by the Employer is \$311,000 effective September 1, 2020, \$387,000 effective September 1, 2021, and \$472,000 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 by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30<sup>th</sup> of each year.

### **15.31 LACTATION ACCOMMODATION**

In negotiations for the 2017-2020 Collective Agreement the Union raised its desire to ensure the accessibility and availability of breastfeeding facilities for its members.

The parties have agreed to an accommodation procedure around breastfeeding in June 2014 which is available on the Employer's and Union's websites.

The University will ensure that there is accessible and available space where persons may nurse and/or breast pump on each of its campuses. The availability of these locations will be promoted online along with a contact number so that individuals who wish can make arrangements for access.

### **ARTICLE 16 – CLASS SIZE**

- 16.01 The employer and the union agree upon the objective of maintaining class sizes and formats conducive to pedagogical soundness.
- 16.02 Projected course enrolments established by the employer shall be set out in position postings and employee contracts for all employees, except where not relevant. Projected course enrolments identified in Postings may not exceed marker/grader assistance levels (“triggers”) specified in 16.05.1.
- 16.03 A course director shall be assigned assistance and/or additional compensation to reflect course enrolments above fifty as follows:
- (a) The assistance assigned shall be at least in the form of marker/grader assistance;
  - (b) The assistance shall be at least at the rate of fifteen hours for each block of five students, or portion thereof, exceeding fifty;
  - (c) Assistance shall be provided from the commencement of the course where the projected enrolment exceeds fifty, but the assistance may be modified so as to reflect the actual enrolment as of the first official enrolment reporting date in each session;
  - (d) Where the projected enrolment is fifty or less but actual enrolment as of the first official enrolment reporting date in each session exceeds fifty, assistance shall be provided as per (a) and (b).
- 16.04 The employer and the union recognize that teaching groups within courses have different purposes and, consequently, different appropriate enrolment levels and different demands on the employee. The following groups are identifiable:



- (a) Where the primary purpose of the group is textual analysis, teaching a particular skill (e.g., writing), presenting material not presented in any other teaching format in the course, including discussion of course lectures and readings;
- (b) Where the primary purpose of the group is a problem session and/or a question-and-answer session and/or a presentation of audio-visual materials directly related to course lectures or reading material, or examinations/assignments, and where the group leader is not assigned primary responsibility for design and/or presentation of materials presented in the group;
- (c) Where the group is an English as a Second Language Group.
- (d) Where the primary purpose of the group is laboratory work;
- (e) Where the group is in the Faculty of Fine Arts Departments of Music and Dance, and where the principal focus of the course is performance involving movement, dancing, choreography, singing or playing of instruments. It is understood that does not apply when the group is being led by the course director. It is also understood that (e) is not meant to include orchestras, bands or choirs;

Effective September 1, 1999:

- (f) First year 9-credit Foundations tutorials
- (g) Second year 9-credit Foundations tutorials

16.05.1 With respect to teaching groups in which students are formally enrolled:

- (i) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of ten hours for each block of three students, or portion thereof, exceeding:
  - Teaching Group (a): twenty-five for a one-hour group, thirty for a one-and-one-half hour or two-hour group;
  - Teaching Group (b): forty;
- (ii) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of eleven hours for each block of 3 students, or portion thereof, exceeding:

First year 9-credit Foundations tutorials (g): twenty-five

Second year 9-credit foundations tutorials (h): twenty-eight
- (iii) For the triggers articulated in Article 16.05.1(ii) only, hiring units are not permitted to enroll above those triggers without the permission of the tutorial instructor. The letter of offer for Foundations tutorials will be revised so that the employee can indicate whether or not they agree in advance to allow enrolments to rise above the trigger. Failure to return the letter of offer by the time indicated in Article 12.13 will be taken as indication that permission has been granted, until such time as the letter of offer is returned.
- (iv) The level of assistance required by this article shall be calculated on the basis of enrolments recorded for the 1 November official enrolment reporting date for fall and fall/winter courses, the 1 February official enrolment reporting date for winter courses, the 1 March official enrolment reporting date for winter/summer courses and as of the deadline date for withdrawal without academic penalty for courses in each of the summer sessions. Where assistance is paid pursuant to

this article, such payment shall be made in one lump sum as soon as practicable after the dates specified above.

- (v) Where additional compensation per (iv) already has been paid to an employee who subsequently is replaced, the replacement employee shall be entitled to assistance/additional compensation at the appropriate rate per 16.05.1, prorated to the portion of the academic session remaining at the time of their appointment.

16.05.2 With respect to teaching groups in which students do not formally enroll:

- (i) the hiring unit shall keep attendance records for all meetings of such teaching groups. Additional compensation shall be paid for each meeting, after the first meeting, of a teaching group in which actual attendance exceeds the appropriate trigger specified in 16.05.1(i) and (ii), and shall be paid on the basis of one thirty-fifth of the appropriate rate specified in 16.05.1(i) and (ii) for each occurrence.
- (ii) Such additional compensation shall be included in the employee's last regular monthly salary payment.

16.05.3 (i) It is understood that the figures specified in 16.05.1(i) are not intended to represent norms in class size;

- (ii) In any event, enrolments shall not exceed:
  - Teaching Group (a): thirty for a one-hour group, thirty-six for a one-and-one-half hour or two-hour group;
  - Teaching Group (b): fifty;
  - Teaching Group (c): fifteen for a two-hour or three-hour group;
  - Teaching Group (d): thirty per tutor 2;
  - Teaching Group (e): thirty;
  - First year 9-credit Foundations tutorials (f): twenty-eight;
  - Second year 9 credit Foundations tutorials (g): thirty-one.

16.06.1 Where an employee believes that the number of functional seats and work/ writing surfaces/spaces available in the assigned classroom, laboratory or studio is insufficient for the number of students in a group, they may notify the Office of the Assistant Vice-President (HR&ER). Upon receipt of such notice the designated officer shall endeavour to effect a speedy resolution of the problem in consultation with the concerned employee, the union (where the employee so requests) and the Room Allocation Centre.

16.06.2 (i) After the first meeting of the group, reallocation of students among groups in the same course shall be authorized only by the course supervisor and only with the approval of the employee(s) concerned.

- (ii) After the first meeting of the group, where enrolment in a group is below the trigger specified in 16.05, other changes in the enrolment of a group shall be authorized only by the course supervisor after consultation with the employee(s)

concerned.

- (iii) After the first meeting of the group, where enrolment in a group is equal to or greater than the trigger specified in 16.05, enrolment in that group may only be increased when authorized by the course supervisor with the approval of the employee(s) concerned to be confirmed in writing.
- (iv) Where official enrolment of a group exceeds the appropriate enrolment level at which marker/grader assistance is provided by more than 20%, the employer shall give serious consideration to opening another section of the group. Where the employer decides not to open another section, it shall, at the request of the union, state the reasons for its decision in writing.

16.07 The employer agrees to provide the union with a copy of each issue of the official "Course Analysis" within one month of publication. The employer further agrees to provide to the union by January 31 in the fall/winter session (and by similarly reasonable dates in other sessions) a breakdown of the size of all classes, by types, per hiring unit, as of the official enrolment reporting date.

## **ARTICLE 17 – LEAVES**

**17.01.1** In all Leave articles "one thirty-fifth" means one week in the fall/winter session, prorated in other sessions.

**17.01.2** For the purposes of the Unemployment Insurance regulations, "Care- Giver Leave" and "care-giver responsibility" shall be considered equivalent to "Parental Leave" and "parental responsibility."

**17.01.3** For the duration of all leaves, an employee shall continue to accrue applicable prior experience, per Article 12, for positions to which they have been appointed at the time such leave commences, and to which they are subsequently appointed, provided that they, at any time prior to the expiry of the appointment, performs the duties and responsibilities of the position.

**17.01.4** For the duration of all leaves, employees shall continue to be eligible to participate in any benefit plans which may exist at the time at which the leave is taken, to collect any benefits to which they may be entitled and to take any additional leaves to which they may be entitled.

**17.01.5** Where certification by a legally qualified medical practitioner is required by the employer, the cost of acquiring the certificate will be paid by the employer.

**17.01.6** Members of the bargaining unit may request Union Leave without pay in order to serve the union or an affiliated Labour body thereof. Such leave may be indefinite and shall not be unreasonably denied. During such an absence, members will continue to accrue applicable prior experience credit for up to 2 years.

### **17.02 SICK LEAVE**

An employee shall be eligible for sick leave if they are prevented, by personal sickness, medical reasons related to their disability, emotional trauma, or injury for which Workers' Compensation is not payable, from performing their normal assigned duties. To qualify for sick leave the employee must have notified their supervisor as to the expected duration of the sickness or injury and, if requested to do so, provide

proof of sickness or injury in the form of an appropriate certificate signed by a legally qualified medical practitioner and acceptable to the employer. Notifications to supervisors respecting sick leave shall be made available only on a need to know basis; all certifications by medical practitioners respecting sickness or injury shall be confidential. In the case of an extended absence, the employee shall keep their supervisor informed at least weekly of the anticipated date of their return and, prior to that return, they may be required to provide proof, as per above, as to their fitness to resume duties.

- 17.03 If the employee satisfies the above, they shall suffer no reduction in pay for sick leave of up to a total of six-thirty-fifths of the period of their Appointment Contract(s). In the fall/winter session, one thirty-fifth equals one week in time off and one week in salary. In all other sessions, one thirty-fifth equals one week in time off, but one thirty-fifth of the salary of the employee's appointment contract(s).
- 17.04 For employees with at least four months of service to the University, earning a minimum of \$8,200, a sick leave supplement of up to four months in time off, including the paid sick leave entitlement as provided for in 17.03, shall be granted by the Dean/Principal or designate upon submission of an appropriate certificate signed by a legally qualified medical practitioner that such additional sick leave is required.

Where an employee has exhausted their sick leave and any other leave entitlement under this agreement, they may be eligible for Long Term Disability (Article 10.13) or to apply to the Ways and Means Fund for further financial support.

Where an employee who qualified for and received LTD benefits returns to work they shall be credited for applicable prior experience during the period of their leave accrued at a rate equivalent to the greater of the average rate of accrual during the two twelve-month periods immediately preceding the leave, or the rate of accrual at the point of the commencement of the leave.

**17.05 SUPPLEMENTAL BENEFITS**

The employer shall maintain a "Supplemental Unemployment Benefits Plan" pursuant to the Employment Insurance Act and Regulations. The employer shall make amendments as appropriate to ensure that the Plan provides the maximum permissible benefits in conjunction with Article 17.03.

**17.06 PAID MATERNITY LEAVE**

Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a female employee shall be entitled to paid maternity leave of up to seventeen thirty-fifths of the period of their Appointment Contract(s). Requests for 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 maternity or long-term 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 s/he is going to accept care-giver responsibility. Where two employees have care-giver responsibility for a new-born child and one is eligible for maternity leave, they may divide the amount of paid 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 two employees 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 LEAVE – TIME OFF**

Upon written request, the natural mother shall be entitled to a leave of up to thirty-five weeks in time off, 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 twenty weeks in time off, including the paid portion of leave specified in Articles 17.07 and 17.08.

**17.10 MATERNITY LEAVE REPLACEMENTS**

It is understood that in replacing an employee off on 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 Regulations in regard to 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.

**17.12 LEAVES AFTER EXPIRY OF CONTRACT(S)**

- (i) Where the expected date of delivery or adoption occurs after, and within four months of, the expiry of the employee’s contract(s), the employer shall pay an employee maternity leave per Article 17.06, caregiver leave per Article 17.07, adoption leave per Article 17.08, or supplemental benefits pursuant to the “Supplemental Benefits Plan” specified in Article 17.11 and subject to relevant Employment Insurance Regulations, up to the maximum of the employee’s full entitlement per Articles 17.06, 17.07, or 17.08 based on Appointment

Contract(s) held in the previous session, provided that at the date of birth the employee has been recommended for appointment, or has applied for and is reasonably expected to be recommended for appointment in the academic session commencing within approximately four months after the expiry of the employee's previous contract(s).

- (ii) If at the commencement of their next appointment(s), the employee in receipt of benefits per (i) has not used their maximum entitlement in time off or paid portion, they shall be entitled to paid maternity leave and/or time off up to the portion of unused thirty-fifths (i.e. the full entitlements specified in Articles 17.06 and 17.08 less benefits already paid/less weeks since birth), which shall be based on Appointment Contract(s) for that session and shall be taken at the beginning of the session.
- (iii) Where the date of delivery or adoption occurs during the period of appointment contract(s) the Employer, the Course Supervisor, the Union and the member shall meet to discuss the potential completion by the member of the contract in whole or in part, any potential exchange of services, or any other issues related to the fact that the delivery or adoption is expected to occur during the period of the appointment. If the member does complete the appointment they shall receive payment in lieu of the paid time off, or if they perform part of the appointment they will receive a pro rata payment. Requests to complete the appointment and receive payment in lieu of time off shall not be unreasonably denied.

**17.13 ACADEMIC CARE-GIVER LEAVE**

Full and part-time graduate students who are care-givers for a newborn child may submit petitions for academic extensions for up to a total of twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on providing care for a newborn child, the Dean of Graduate Studies shall take into account the effect of such care-giving upon the progress of the student's work. If the Dean decides not to grant such a petition, they shall state the reasons for their decision in writing to the individual with a copy to the union. Such a request shall not be unreasonably denied.

**17.14 COMPASSIONATE LEAVE**

Upon request, an employee shall be granted leave paid at full salary of up to four thirty-fifths of their Appointment Contract(s) to attend to ill member(s) of their immediate family or equivalent, except where the illness is diagnosed as life-threatening or terminal, in which case an employee shall be granted leave paid at full salary of up to six thirty-fifths of their Appointment Contract(s), and shall be entitled to a leave of absence of up to eight weeks in time off including the paid portion of six thirty-fifths.

**17.15 BEREAVEMENT LEAVE**

Upon request, an employee shall be granted leave paid at full salary of up to four thirty-fifths of their Appointment Contract(s) as bereavement leave on the death of a member of their immediate family or equivalent.

**17.16 SUPPLEMENTARY COMPASSIONATE/BEREAVEMENT LEAVE**

- (i) Where an illness to an immediate family member or equivalent has been

diagnosed as life-threatening or terminal, and the employee has exhausted their paid leave pursuant to 17.14 and the ill immediate family member or equivalent has not recovered, the employee may borrow up to an additional three thirty-fifths of paid bereavement leave entitlement to attend to the ill individual. Should the death of the individual occur subsequently, the employee shall be entitled to bereavement leave paid at full salary of up to the unused portion of their entitlement pursuant to 17.15.

- (ii) Should the death of a member of their immediate family or equivalent occur while an employee is on leave pursuant to 17.14 such leave shall be continued as bereavement leave of up to an additional four thirty-fifths of their Appointment Contract(s) from the date such death occurred.
- (iii) If at all possible, in the interests of avoiding confusion which could disadvantage the employee and in recognition of the hiring unit's need to fill the position(s) for any extended period per (i) or (ii), the employee should endeavour to notify the hiring unit in each case of their intention to continue their leave.

#### **17.17 JURY LEAVE**

Upon written request, supported by a copy of the summons, an employee shall be granted leave paid at the rate of their full salary, less what the court pays for the performance of the required duties, to appear for or serve jury duty, provided that such appearance and/or service actually conflicts with their scheduled duties and provided that upon return to work they shall provide their Supervisor with written confirmation of the date(s) and time(s) on which they appeared and/or served, signed by an appropriate official of the Court.

#### **17.18 CONFERENCE LEAVE**

- (i) A maximum of two thirty-fifths of an appointment contract(s) may be taken as leave under parts ii) and iii) below combined.
- (ii) Upon written request, supported by a copy of an invitation, an employee shall be granted leave paid at full salary of up to two thirty-fifths of their appointment contract(s) to present papers at academic conferences. Such leave shall not be claimed if an authorized exchange of services agreeable to the employee can be arranged.
- (iii) An employee shall be granted leave paid at full salary of up to one thirty-fifths of their appointment contract(s) to attend professional development conferences directly related to their employment duties at York University, if there is prior approval by the Dean's designate. Such leave shall not be unreasonably denied. Such leaves shall not be claimed if an authorized exchange of services agreeable to the employee can be arranged.

#### **17.19 EMERGENCY LEAVE**

In the event of a bona fide emergency not covered elsewhere in the agreement, an employee shall be granted leave paid at full salary of up to two thirty-fifths of their Appointment Contract(s).

#### **17.20 RESEARCH LEAVE**

The employer undertakes to explore with Revenue Canada a self-funded "research-leave" for those who have held CUPE 3903 Affirmative Action Contractually Limited Appointments in the YUFA bargaining unit, during which the person would continue

to accrue applicable prior experience and would remain covered under the YUFA benefits plan. The employer further undertakes to explore making this option available to employees holding contracts in Unit 2.

**17.21** Upon written request, supported by a copy of an invitation, an employee shall be granted paid leave of up to seventeen thirty-fifths of their appointment contract(s) to undertake work for the National Union or the Ontario Division of CUPE. The employer shall receive full financial compensation for lost time and benefits from the National Union or the Ontario Division. Requests for Union Leave will be made as soon as practicable and normally no later than two months before the intended start-date of the leave.

**17.22 TRANGENDER TRANSITION LEAVE**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical procedure(s) related to a physical change from one gender to another will suffer no reduction in pay for up to eight-thirty-fifths of the period of their Appointment Contract(s).

**17.23 DOMESTIC / SEXUAL VIOLENCE LEAVE**

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

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

Where an employee has exhausted their sexual violence leave and sick leave and any other leave entitlement under this agreement, they may be eligible for Long Term Disability, subject to the terms of the Plan (Article 10.13).

**ARTICLE 18 – CORRESPONDENCE**

18.01 Except where otherwise provided, official communications in the form of correspondence between the employer and the union shall be sent as follows:

**TO THE EMPLOYER:** Department of Faculty Relations  
276 York Lanes York University 4700 Keele Street  
Toronto, Ontario M3J 1P3

**TO THE UNION:** The Executive  
Canadian Union of Public Employees Local 3903  
Suite 143 Atkinson York University 4700 Keele Street



Toronto, Ontario M3J 1P3

## **ARTICLE 19 – DURATION AND MODIFICATION OF AGREEMENT**

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

## **ARTICLE 20 – WAYS & MEANS FUND**

20.01 The Employer will pay to the Union \$40,245 upon ratification, \$42,245 for 2009-2010 and \$44,245 for 2010-2011 towards the Union's Ways and Means Fund, which fund is administered by the Union. 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.

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 University will commit to 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).

## **ARTICLE 21 – UNION RIGHTS AND PRIVILEGES**

21.01 The employer agrees to provide the union free of charge, except as otherwise specified in this article, with the use of suitable, serviced office space, in a building fully accessible to mobility-impaired persons (i.e. with accessible washrooms, door openers, ramps and/or elevators), with a telephone line, the telephone charges to be borne by the union, and a Telecommunication Device for the Deaf (TDD). The union shall have the use of the internal University postal service for union business, external mailing costs of the union to be borne by the union, and shall be given a University mailing number. The employer shall allow the union to use the University duplicating services, computing facilities, word processing equipment, and audio-visual equipment on the same basis and at the same rates established by the employer for University users. The employer shall provide the union with suitable

meeting rooms as required, free of charge and on the same basis as other voluntary associations within the University which shall include the ability to book available meeting rooms on campuses where the Union does not have a permanent office.

The Union will be provided with shared office space on the Glendon Campus to conduct union business. The shared office space will accommodate a lockable cabinet.

The employer shall provide the union with use of a designated bulletin board in each department/division for the display of union notices, job postings and other union-related materials. The employer shall also provide the union with a lighted bulletin board in the area designated by the Office of Student Affairs adjacent to the East Bear Pit of the Ross Building.

Should one be deemed required, any move from the union's current office space will be subject to the same terms, conditions, and negotiations as those enjoyed by any other bargaining unit. Further, the employer will make best efforts to ensure that any new office space is equal to or better than the current facilities.

## **21.02 UNION ELECTRONIC OFFICE SUPPLIES**

Regarding the union electronic office supplies, the employer agrees to provide the union with the necessary equipment and software to integrate it into the CUPE 3903 appointments process as this is developed. Such consideration will include access to Netscape, the CUPE 3903 seniority database, email, etc. Further, the employer will maintain such equipment and software and will provide any required training.

## **ARTICLE 22 – INFORMATION**

22.01 The employer recognizes the importance of providing accurate and timely information to the union.

22.02 (i) The employer undertakes in consultation with the union to provide the union with information pertinent to the operations of the University and relevant to the bargaining unit, including, but not limited to, the following: (i) The electronic transfer, updated by 1 November each year, for current fall/winter appointments, by 1 March each year, for winter appointments, and by 1 July each year for summer appointments and with intermittent updates, as practicable, of a dataset of contracts of bargaining unit members since 1 May 1983, containing the following information for each contract:

payroll number

name

address (as contained on the Payroll file)

telephone number (as available on the Payroll file)

Email address

date of birth (when available)

faculty

department

starting pay date

ending pay date

category of appointment

position code

number of assignments or hours salary paid  
vacation pay additional amount  
Names of employees who participate in the Pension Plan

The necessary costs of converting the dataset to a format which can be used by the union will be shared by the parties.

- (ii) Information which the employer is obligated to provide by other articles of this agreement. Articles which require the regular transfer of information are: 3.01.3(iii), 3.02.1, 3.04, 3.05, 4.04, 10.04.2, 10.18(iv), 11.02, 11.14, 12.11.4, 16.07, 22.02 (i) and (iv), 23.02(i), and 23.10.
- (iii) Upon written request from the union, and within a reasonable period of time, additional information pertaining to the operations of the University and relevant to the bargaining unit, and of the sort normally made available to the union, provided that:
  - (a) the employer shall not be required to prepare reports or analyses of data not normally prepared in the course of the University's operations or that cannot be provided by the making of minor modifications in reports normally prepared;
  - (b) the employer shall not be required to supply information which is deemed by the employer to be confidential with respect to the employer's formulation of its own position on interpretation or renegotiation of this agreement or subsequent agreements.
- (iv) Further, the employer agrees to provide to the union, within one month of the start of each academic session, a list of available telephone numbers of members of the bargaining unit appointed to that session.

22.03 Any queries relating to the transfer of information or requests for additional information by the union shall be directed to the Office of Faculty Relations.

22.04 The Employer undertakes to provide the union with a copy of each employee's Employee Transaction Form. A copy of the form shall normally be provided within one week of its issue.

22.05 The Employer shall maintain and update an online system for postings issued for the academic year and archived postings and Notices of Recommended Appointment issued. Where significant changes are made to the Employer's online system for postings, which changes will not impact on the availability of the above, the Union will be advised and provided a review of the changes at a Labour Management Committee meeting.

## **ARTICLE 23 – AFFIRMATIVE ACTION**

23.01 In recognition of the substantial contribution to the University community made by long-term employees, and of the obstacles that have faced these employees in their attempts to find academic employment, the parties have agreed to establish an Affirmative Action Program as outlined below. The parties agree that this Program is an ongoing commitment. In addition, in order to more fully expand opportunities for these employees, the employer and the bargaining agent of the full time faculty (YUFA) have agreed to Article 12.31(b) of the YUFA collective agreement

concerning Affirmative Action for Members of the CUPE 3903 Affirmative Action Pool.

## **23.02 AFFIRMATIVE ACTION POOL**

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

- (i) have at least five years of service to the University and who, from 1 May 1983 to 30 April in the year preceding the current contract year, held at least 1 Type 1 position in each of four years and a total of at least 12 Type 1 or equivalent positions over those four years; or
- (ii) have at least three years of service to the University and who, from 1 May 1983 to 30 April in the year preceding the current contract year, held at least 2 Type 1 positions in any three years and at least 7 type 1 or equivalent positions in any three years and who belong to at least one Equity Group shall be eligible for inclusion in the Affirmative Action Pool.

23.02.2 Identification – The criteria for inclusion in the Affirmative Action Pool shall be submitted to the Labour/Management Committee which will identify those individuals who qualify. The Committee shall afford to all those employees who believe that they meet the criteria an opportunity to satisfy the Committee as to their eligibility.

## **23.03 SEARCH AND SELECTION**

23.03.1 Units wishing to appoint a particular eligible employee to a probationary-tenure position, either within a Unit or on a cross-appointed basis, may apply through the Dean to the Vice-President Academic for approval of a position and an allocation of monies from the Fund per Article 23.04(i).

23.03.2 Units wishing to have a special search directed to the pool of eligible employees may apply through the Dean to the Vice-President Academic for approval of a probationary-tenure position and an allocation of monies from the Fund per Article 23.04(i).

23.03.3 An individual may apply for a probationary tenure-stream position to a Dean/Principal. Where an application is submitted directly to a Dean/Principal the Dean/Principal will consult with the relevant hiring unit(s) concerning the application.

23.03.4 In all cases candidates will identify the stream (Alternate, Professorial or both) to which they are applying and hiring units will identify the stream(s) they are recommending.

## **23.04 FUNDING**

- (i) The employer shall provide incentive funding to a hiring unit(s) recommending an affirmative action pool member to a tenure stream position. This funding will normally cover the differential between the starting salary of the appointment and the cost of three full course directorships. The employer shall make \$130,000 available in incentive funding in each year of the collective agreement.

- (ii) For appointments commencing on each of July 1, 2022 and July 1, 2023 the Office of the Vice-President Academic and Provost shall, make at least two (2) recommendations in 2021-22 and two (2) recommendations in 2022-23 of Affirmative Action Pool members for full-time faculty positions to the tenure stream. A minimum of one recommendation in each of the two years will be prioritized for candidates who self-identify as Aboriginal (Indigenous) or as a member of a visible minority (racialized group). Where in either of the two years, the Office of the Vice-President Academic and Provost is unable to make a recommendation with respect to a prioritized candidate who self-identifies as Aboriginal (Indigenous) or as a member of a visible minority (racialized group), the next priority will be to make a recommendation with respect to a candidate from one or more of the other Equity Groups.
- (iii) During this period, should any member of the Affirmative Action Pool be appointed to a tenure-stream position as a result of a normal search process, the hiring unit receiving the appointment will be entitled to receive incentive funding under Article 23.04(i).
- (iv) Normally, tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by January 15 for appointments commencing the following July 1.
- (vi) If an applicant is not recommended by the School or Department, an explanation will be provided to the applicant on request.

23.05 A dispute respecting the alleged violation of the provisions of Article 23 shall be submitted directly to the Office of the Vice-President Academic.

23.06 If a candidate grieves a decision not to appoint their for that position, or the union grieves an appointment, the employer shall provide the union with the name of the appointee, a copy of their curriculum vitae and application (provided the successful candidate agrees), and any other non-confidential information that was the basis of the appointment.

23.07 New full-time faculty who have prior service at the University as contract faculty shall be awarded credit toward sabbatical leave entitlement at the rate of one year of credit for each block of three Type 1 appointments (as defined by Article 12 of the CUPE 3903, Unit 2 collective agreement) to a maximum of one such block per year and to a maximum credit of six years.

23.08 Where an individual has accrued applicable prior experience in the University for any five years, including any leaves per Article 15.15 and/or years holding Contractually Limited Appointments as per Article 12.07 and has taught cumulatively at least the equivalent of a full-time teaching load for that period, the hiring unit shall grant that individual an interview for any full-time tenure-track or Contractually Limited Appointment position for which they have applied and holds the prima facie qualifications. For the purposes of this clause, full-time teaching load shall be defined as two and one- half full course directorships or the equivalent.

Upon application by the union the employer shall agree to expedite processing of any grievances respecting denial of interviews, in accordance with Article 6.15.

23.09 The employer agrees to provide the union with copies of all notifications of full-time

faculty positions submitted to external sources and to post such notifications on union bulletin boards in relevant hiring units, at time of submission. Further, the employer agrees to publish notification of full-time faculty positions in one internal publication.

## **ARTICLE 24 – LONG SERVICE TEACHING APPOINTMENTS (LSTAS)**

### **24.01 ELIGIBILITY**

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

### **24.02 TERM OF LSTAS AND COMPENSATION**

24.02.1 LSTAs will be awarded for a three to five year period, depending on academic need and the recommendation of the hiring unit, and will consist of contract assignments comprising 3 full course equivalents and, subject to availability, up to 3.5 full course equivalents in each of the three to five years of the term, subject to the condition that the employee has incumbency in the additional 0.5 full course equivalent assignment or is qualified for and has taught the additional 0.5 FCE assignment 2 of the last 4 times it was offered. Effective September 1, 2014 compensation for these 3 or 3.5 full course equivalents will be the current applicable rate for the position plus an amount equivalent in value to 1/8th the rate of a type 1 position per full course equivalent.

24.02.2 In assigning teaching positions assignments will first consist of courses in which the employee has incumbency or, where the employee meets the qualifications, has held the courses 2 out of the last 4 times they were posted in unit 2.

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

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

### **24.03 CROSS APPOINTMENT**

LSTAs may be cross appointed between and/or among two or more hiring units. Hiring units may wish to discuss with cognate/sibling units, intra- or inter- Faculty, their needs and priorities and how they are currently met by the eligible employee.

### **24.04 APPLICATIONS**

An individual may apply for an LSTA to a Dean/Principal or to a hiring unit or units. Applications are expected to address the quality of the applicant’s teaching and will be forwarded on or before March 1 for appointments commencing the following September 1.

24.05 LSTAs will be awarded on the basis of hiring unit teaching needs, quality of the applicants teaching file, and the applicant’s number of years in the Affirmative Action Pool.

- 24.06** Employees who are awarded an LSTA will have their teaching reviewed by a member of the full time faculty in the hiring unit(s), which review will encompass the course syllabus and teaching materials, over the term of the LSTA. The hiring unit will consult with the employee who may suggest one or more names for consideration in the selection of the reviewer. The employee's suggested names will not be unreasonably denied.
- 24.07** In the 2018-2019 contract year a minimum of 7 LSTAs will for be offered for September 1, 2019, in the 2019-2020 contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2019. To the extent practicable a minimum of one third of the total number of LSTAs over the two-year period will be made from among those who belong to one or more of the five employment equity groups (ie, aboriginal people, persons with disabilities, visible minorities, women and LGBTQ).
- 24.08** On or before May 31, the University will advise the Union of the names of the persons who will have an LSTA and the employment equity status of the applicants who applied in that year.
- 24.09** If an applicant is not recommended by the School or Department, an explanation based on Article 24.05 will be provided to the applicant on request.
- 24.10** Employees holding an LSTA may submit a written application to renew the LSTA for another three-year term. Written applications must be submitted no later than January 31 of the third year of the LSTA (eg, no later than January 31, 2013 for an LSTA that expires August 31, 2013).

To be eligible for renewal applicants must have had their teaching reviewed by a member of the full-time faculty in the hiring unit(s) pursuant to Article 24.06 above over the course of their current LSTA.

Applications will be assessed on the basis of the quality of an applicant's teaching, evidence of which will include the review pursuant to Article 24.06 above. Applications will also be assessed on the basis of the unit's academic planning needs. All applications must also include a current CV. Applications shall not be unreasonably denied.

The total number of LSTAs in any contract year will not exceed eighty. Members who hold an LSTA and who do not have a summer contract shall maintain access to faculty IT services, email and library services and will be able to access any individual PER allocations and/or Research Grant funds, Conference Travel funds or Professional Development funds or other funds during this period as if an active member.

## LETTERS OF INTENT

1. It is agreed that, if the employer publishes a posting circular indicating the positions in Unit 2, clearly identified as such, and identifying, to the extent possible, the course, the classification and reasonable qualifications of the position, the salary, the projected class enrolment (where relevant) and the application deadline, and copies of the circular are posted on bulletin boards 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.
  
2. (i) It is agreed that the following guidelines determine whether positions which have administrative functions and/or functions of curriculum design shall be deemed to be in the CUPE 3903 bargaining unit, subject to paragraph (ii):
  - (a) Academic background as a required qualification essential for fulfilling the duties of the position;
  - (b) A direct relationship, i.e. coordinating, administering and/or facilitating a teaching, tutoring, demonstrating or marking function. The following positions are recognized as fulfilling these guidelines: ESL Academic Monitor (Atkinson College); Coordinator, English 1400 (Atkinson College); Coordinator of Women's Studies (Atkinson College and Glendon College); Coordinator, practicum placements (i.e. Arts Psychology and Education, if comparable); Assistant Director of the Centre for Academic Writing (Arts); Director of the Writing Workshop (Glendon College). This listing is not exhaustive but does indicate the context in which the guidelines are to be examined when determining whether other positions are comparable. The parties agree to consider the guidelines in respect of other positions on a case-by-case basis. (It is understood that these guidelines and this settlement are not applicable to administrative positions related to non-degree credit courses or Faculty seminars and colloquia.)
- (ii) In respect to positions which satisfy the guidelines, it is agreed that:
  - (a) such positions are not initially in the CUPE 3903 bargaining unit and, hence, the posting and hiring provisions of the collective agreement do not apply;
  - (b) where the individual appointed to the position is presently or has been a member of the CUPE 3903 Unit 2 bargaining unit by virtue of other positions held, the position is deemed to be in the bargaining unit and shall be classified as "Other" i.e. the position shall be a Type 1 appointment.
  - (c) individuals holding positions classified as "Other" pursuant to (b) above shall be entitled to all benefits of the Unit 2 collective agreement, including "experience" accrual, and have union dues deducted;
  - (d) it is understood that the union shall not grieve a hiring decision in respect of these positions and that the increase in salary for "Others" stipulated in Article 10.04 shall apply to such positions;
  - (e) it is understood that (a) and (b) apply only where the position is for a specific term and does not limit the right of the employer to create ongoing full-time administrative positions which do not include teaching, demonstrating, tutoring and marking functions.



(iii) It is agreed that no CUPE 3903 Unit 2 bargaining unit member holding a position classified as "Other" as of 30 April 1983 shall be prejudiced by this settlement. That is, such individuals shall retain all their rights under the CUPE 3903 Unit 2 collective agreement then in force if appointed to the same or a similar position.

3. In recognition of the importance of class sizes and formats conducive to sound pedagogy, the parties agree to discuss these issues at Labour/Management Committee with a view to making recommendations.

4. The parties acknowledge:

- (a) that a bargaining unit member's assigned work hours may extend beyond the usual hours when departmental supervisors and other management personnel are on site;
- (b) that during such a work period an employee may encounter a work situation which they judge to be unhealthy and/or unsafe; and
- (c) that, in such a situation, they may, despite their reasonable efforts, be unable to advise their departmental supervisor of their perception of unhealthy and/or unsafe work conditions and of their resultant decision not to fulfil their immediate employment obligations.

The parties therefore agree to develop, through the Health and Safety Committee, mutually agreeable guidelines for the actions of a bargaining unit member in such a situation.

5. **ATKINSON COLLEGE CORRESPONDENCE AND INTERNET COURSES**

The employer has agreed to equate distance education courses with regular courses and will henceforth remunerate the former at the regular course director and tutorial rates. It should be noted that "normal" course directorships include design (new courses as well as re-engineered existing courses) and the supervision of tutors: course directors are not paid extra for these functions. To make this change and regularize these distant education positions, the parties have agreed to eliminate the design grid and the supervision increments.

Compensation and Seniority:

Course Director -  
Tutor 1 -

Group Size:

Course Director -  
Tutor 1 -

Number of Contact and Office Hours (including phone and on-line):

No more than regular format type 1 and type 2 positions (specifically in regard to on-line contact instructors may designate specific blocks of time per week in which they will be available to respond to student email communications).

No individual teaching in a correspondence course will receive an appointment of less than one tutor 1 position.

The enrolment reporting date for both the fall/winter session and the summer session will be the last day of the first week of classes.

Course Designers (as opposed to Course Coordinators) will be appointed to the

Coordinator position, regardless of the provisions of Article 11 and 12, on the following basis:

- for a full course, the first two times the course is offered, after which the position will be posted and appointed per the provisions of Articles 11 and 12.
- for a half course, the first three times the course is offered, after which the position will be posted and appointed per the provisions of Articles 11 and 12.

All other Coordinator positions and all tutorial positions will be posted per the provisions of Article 11 and appointments made per the provisions of Article 12. Atkinson College will formally post procedures for submitting course proposals and contract language will be entered into Article 11 of the collective agreement.

## 6. **RESTRUCTURING – FOUNDATIONS COURSES**

The Administration has instituted the nine-credit Foundations Course Program. A principle of this is that although it is a nine-credit course for students, the workload and responsibility of the instructor is to be no more than that of a six-credit course. (For example, the amount of grading, reading, design of assignments, supervision, programming, etc. should be that of a six-credit course.) The purpose of this Letter of Intent is to ensure that the workload and responsibility of the nine-credit Foundation tutorial/course director work shall not exceed that of the six credit course.

The intention of this process is to determine and assign appropriate rates and responsibilities of positions and not to handle individual problems or disputes. The parties agree as follows:

### **POSTING:**

As part of the posting for design and regular Foundation tutors/course directors/team lecturers (content and critical skills) it is stated that these courses are in pilot project form and are under review. The posting must also state and emphasize that the workload is equivalent to that of a six credit course and that the work shall not exceed that of a six credit course.

### **NOTIFICATION:**

Notification letters stating the above will be sent to the Chairs of the divisions and all YUFA faculty teaching in Foundations Courses. Such a letter shall state that these are nine-credit courses and that the workload and responsibility of these courses must be that of a six-credit course.

### **REVIEW PROCEDURE:**

The Foundations courses will be reviewed by a Foundations Courses Review Committee having equal representation from the Administration and the union. The union representatives will be selected from among those employees working in the area. From September 1997 to May 1998 the Review Committee will assess the workload/responsibility of all Unit 2 employees teaching in Foundations Courses. The employees will be encouraged to keep records of the workload, assignments and nature of work involved in these courses. This material will be collected by a Committee- designated individual and submitted to the Committee no later than May 30, 1998. In addition, the syllabi for each course will be forwarded to ASR by the end of the first month of classes for delivery to the Committee. The Review Committee will make recommendations to the parties based on all the submitted material in addition to their own research and investigation. If there is no agreement on the findings within a six week period the union may invoke an expedited grievance procedure beginning at Step 4, with a response due in no later than thirty days.

**SCOPE OF ARBITRABLE REVIEW:**

In the event a matter is referred to arbitration under this letter the arbitrator shall be entitled to alter rates assigned to a position and award retroactive pay. Such decision will be founded on a consideration of responsibilities and workload comparable to the proximate average in non-Foundations six-credit Arts Courses.

Without prejudice to the position of either party, until a resolution is reached with respect to duties, salaries, responsibilities, and workload, either by the agreement of the parties or by arbitration, a one-time-only fund of up to \$15,000 will be established to be allocated by Academic Employee Relations to underwrite on an interim basis a supplement of an additional \$500 for the design component of the three design positions (Critical Skills CD, Content CD and Critical Skills Team Lecturer). (To be clear, the fore noted interim supplement is in addition to the extra \$500 already proposed in the salary grid dated November 12, 1996 <Appendix "G">.)

**7. RENEWABLE TEACHING CONTRACTS**

The employer and the union agree to explore the viability of renewable multi-year teaching contracts (RTC's) within the jurisdiction of the CUPE 3903 collective agreement. The parties agree to the implementation of a pilot project involving one or more hiring units as agreed between the parties.

For appointments commencing Sept. 1, 1999

- Eligibility: Contract faculty who as of September 1999 have at least 15 years service at York (where a year of service is at least one Type 1 position) and who over any 15 years of service at York have held an average of 2.5 Type 1 or equivalent positions/year.

In deciding whether to apply for one of these renewable teaching position(s) departments should take into consideration whether and, if so, how reliance on contract faculty to meet their teaching needs may have affected their setting their academic priorities. Departments may wish to discuss with cognate/sibling units, intra- or inter-Faculty, their needs and priorities and how they are currently met by contract faculty.

- A department(s) wishing to receive a renewable teaching position(s) must apply through their Dean(s) to the Office of the Vice-President (Academic Affairs). The application must describe how a renewable teaching appointment of the recommend- ed candidate would assist the department in addressing its teaching needs and priorities.
- The application must also document the quality of the recommended candidate's teaching and the advantages to the department and candidate in awarding the candidate a renewable teaching appointment.
- Four renewable teaching contracts will be awarded in this 1998-99 contract year on the basis of the quality of the candidate and how the contract(s) would address the teaching needs and priorities of the department.
- Contracts will be for 2.5-3 courses or course equivalents. The salary per 6 credit course will be dependent upon the candidate's years of service at York as below:

Sept 1 – Aug. 31  
15-20 years cu  
21-25 years cu

26-years cu

or the average of the employee's earnings over the previous two September 1 – August 31 contract years to a maximum of 4.5 Type 1 equivalents, whichever is greater. The salary for positions which are not course directorships will be pro-rated.

- The contracts will have a 4-year term but will be renewable by agreement of the participating department(s) and the employee.
- Assignments will, wherever possible, utilize positions in which a person has incumbency or where they have held a position 2 out of the last 4 times it was posted in Unit 2. If a course which is part of the assignment is cancelled for low enrolment, a replacement course will be found, in the same session if practicable.
- A person holding a renewable term contract is still eligible to apply for and be appointed to other positions subject to the normal application and appointments processes and the normal grid rate for compensation. The CAPs on accepting offers and accumulating seniority apply.

#### 8. **ARTICLE 23 AFFIRMATIVE ACTION TASK FORCE**

NOTE: THE ENTIRETY OF LETTER OF INTENT #9 IS SUBJECT TO THE AGREEMENT OF YUFA

CUPE, YUFA and the Administration will strike a Task Force to be comprised of at least 3 members from each party. The Task Force will develop criteria and procedures for a new CUPE 3903 Affirmative Action Program which will provide qualified, eligible Pool members who apply for tenure stream positions with the right to be appointed provided that another applicant is not demonstrably superior. The parties will have to integrate this priority with existing priorities for women and members of the other employment equity groups. Additionally, the new program will recognize historical teaching loads and the fact that this may have interfered with the AA Pool member's record of research and publication, the contributions of AA Pool members have made to their departments and the University and will ensure that their ability to address the teaching needs of hiring units is included in setting academic priorities.

If tri-partite negotiations on this fail, the employer will table these as proposals at the next formal negotiations they have with YUFA.

#### **LONG TERM CLA'S**

The Task Force will also make recommendations to the parties respecting the exclusion from the normal search and selection procedures of Contractually Limited Appointments appointed from the Article 23 Affirmative Action Pool and the creation of a new category of CLA – the CUPE AA/CLA – which will be subject to the limitations set forth below:

- restricted to members of the Article 23 Affirmative Action Pool
- Paid on the basis of the Assistant Professor floor for those with 5 years or less relevant experience including part-time university teaching, 5-9 years @ \$46,500; 10-15 years @ \$48,500; 15 – and over @ \$50,000 or the average of the employee's earnings over the previous two September 1 – August 31 contract years to a maximum of 4.5 Type 1 equivalents, whichever is greater.

- teaching load as per normal load in home faculty
- length of appointment: 3 years, renewable for 2 additional years
- APE: the maximum annual permissible under the collective agreement

The Task Force will meet as soon as practicable upon the ratification of this collective agreement and must report to each party with recommendations within four months. If all three parties accept these recommendations, and if amendments to the YUFA collective agreement are required, the Administration and YUFA will table them for inclusion in the next collective agreement.

## **9. CONVERSIONS AND CAREER ADVISOR**

In addition to the CUPE 3903 Affirmative Action initiatives articulated in Letter of Intent 11, in an effort to further enhance the AA program, the employer agrees to continue the position called the Conversions and Career Advisor (hereafter referred to as the "Career Advisor"). The Career Advisor normally will be a tenured professor with an excellent understanding of the hiring and tenure process. The position will normally carry with it one course release. Candidates for the position will be recommended by a CUPE 3903 union sub-committee of the Labour/Management Committee. The Labour/Management Committee shall be afforded the opportunity to provide input during the sub-committee's search, prior to the selection of the Career Advisor, with the understanding that the decision of the union sub-committee is final. The course release time will require the approval of the relevant Dean.

The overall purpose of the Career Advisor will be to assist in career planning and professional development for CUPE 3903 Affirmative Action Pool members who request assistance by helping them to prepare for a tenure-stream search at York University (taking into account the University, Faculty and departmental academic plans) and other universities, and to also provide advice, when requested, about other career opportunities.

The scope of the Career Advisor will take the following:

- explain the conversion process to both conversion pool members and full-time faculty;
- help those in the conversion pool to contribute to the preparation of strong files in teaching, research and service;
- establish a conversion advisory committee composed of faculty members (preferably former members of T&P Committees) who will assist the advisor in fulfilling responsibilities, considering the need for expertise across faculties;
- act as a resource to department Chairs regarding the conversion process;
- the Career Advisor will treat all communications with contract faculty as confidential unless notified in writing by a contract faculty member that specific information provided by the contract faculty member need not be treated as confidential;
- the Career Advisor will send a letter to all contract faculty in the Affirmative Action Pool at the beginning of each academic year to request those who desire a tenure track appointment at York University or elsewhere to identify themselves to the Career Advisor. Each contract faculty member desiring a tenure track appointment should provide the Career Advisor with a copy of their CV, relevant publications and their teaching evaluations;
- CUPE 3903 will provide the Career Advisor with copies of all notifications of the

availability of full-time faculty positions that the union receives pursuant to Article 12.17 of the YUFA collective agreement;

- all faculties and departments at York University will provide the Career Advisor with copies of their academic plans, and will forward updates and revisions of their academic plans to the Career Advisor within two weeks of their becoming available;
- the Career Advisor will bring to the attention of contract faculty desiring tenure-stream appointments, any contractually limited and tenure-stream positions for which they appear to hold the prima facie qualifications, and will assist the contract faculty in preparing for an interview;
- the Career Advisor will bring to the attention of contract faculty desiring tenure stream appointments any potential future contractually limited or tenure- stream positions that have been identified by Faculty of departmental academic plans, and for which the contract faculty member might reasonably hold or gain the prima facie qualifications for. The Career Advisor will advise the contract faculty member about the steps that ought to be taken to make that contract faculty member as attractive as possible as a candidate for potential upcoming positions;
- the Career Advisor will assist in matching contract faculty who desire a tenure-track appointment with appropriate research mentors, research projects and Organized Research Units. The Career Advisor will also advise contract faculty desiring tenure-track appointments about the availability of appropriate research grants and research time stipends;
- as a target, the Career Advisor's goal will be to establish conditions that maximize the number of contract faculty who are appointed to a tenure track position;
- the Career Advisor will produce an annual report that:
  - a) summarizes the Career Advisors activities during the previous year, especially regarding the fore noted bullet;
  - b) reports on the success of contract faculty members in attaining tenure track appointments at York University and elsewhere;
  - c) analyses the obstacles that contract faculty typically encounter on the road to tenure-track appointments and makes recommendations about how these obstacles can be overcome; and
  - d) contains general advice for CUPE 3903 members regarding career planning.

## 10. **PARTICIPATION**

The Associate Dean of the Faculty of Graduate Studies will communicate annually in writing with Graduate Program Directors in order to draw to their attention Section 1.02(e), "part-time instructors", and section 3.01, "Criteria for Appointment", of the Senate document: *Membership in the Faculty of Graduate Studies*. At the same time, the Associate Dean will ensure that each Graduate Program Director has a copy of the fore noted Senate document.

## 11. **SABBATICAL LEAVES TASK FORCE**

The parties agree to strike a six member joint CUPE 3903 Unit 2 – University administration task force to explore both Sabbatical Leaves and ways to provide members of Unit 2 with greater predictability in the assignment of available work and to explore how the services of these bargaining unit members can best be utilized.

Provisions considered by the task force might include, for example, a right of first refusal for incumbent course directors and/or multiple-course contracts. This task force shall complete its work no later than twenty-four months after the ratification of this collective agreement with a commitment to developing recommendations for consideration in the next round of negotiations for a successor collective agreement.

**12. CONFERENCE TRAVEL AND RESEARCH GRANTS FUNDS**

The Office of Research Administration will resume clerical/administrative duties relating to the administration of these funds.

**13. COMPUTER CENTRE ADVISOR**

The parties agree that during the term of the 2005-2008 collective agreement they will review and discuss the duties and responsibilities of this position in the Labour/Management Committee with a view to developing an agreed-upon Definition for addition to Article 10.04.2 of the collective agreement.

**14. YORK ATLAS**

The parties agree that efforts should be made to have York Atlas updated each term as required, including on line and voice mail capabilities.

**15. CLINICAL COURSE DIRECTOR (SCHOOL OF NURSING)**

The parties agree that during the term of this collective agreement they will review and discuss the duties and responsibilities and rate of pay of this position in the Labour/Management Committee with a view to developing an agreed-upon Definition for addition to Article 10.04.2 of the collective agreement.

**16. CORE COMPETENCIES**

The Employer notes that the Employment Equity Plan in respect of employees in the CUPE 3903 bargaining unit provides for the provision of a module on Code-based discrimination and harassment in conjunction with the University's existing School for Academic Administrators and that workshop participants will include chairs, undergraduate program directors and graduate program directors.

The Employer confirms its intent to implement obligatory participation in the module on Code-based discrimination and harassment for chairs, undergraduate program directors and graduate program directors appointed or renewed after January 1, 2013.

**17. UNIVERSITY PROCEDURES FOR DEALING WITH COMPLAINTS OF HARASSMENT OR DISCRIMINATION**

The University will initiate a review of its Procedures for Dealing with Complaints of Harassment or Discrimination in regard to the Procedure's timelines within 90 days of the ratification of the renewal collective agreement. This review will include consultation with CUPE 3903 for its input on the timelines.





## **LETTER OF UNDERSTANDING – LONG SERVICE GUARANTEE**

Employees who have at least fifteen years of service in the bargaining unit (in each year of which at least one type 1 position was held, with at least three type 1 positions or their equivalent in each of the last five years, and who submit a blanket application(s) and/or submit specific applications for at least three type 1 positions or their equivalent per their “normal” historical application profile” can normally expect to be offered at least three type 1 positions in a given contract year. In the event that any such employee is not offered at least three type 1 positions or their equivalent in a given contract year, they shall be paid a stipend equaling 70% of the rate of each position fewer than three type 1 positions or their equivalent and will receive applicable prior experience for three type 1 positions. For example, if such an employee is offered 2.5 type 1 positions or their equivalent in a given contract year, they will receive a stipend of 70% of the rate of a half type 1 position.

If in the immediate subsequent contract year that employee is again offered fewer than three type 1 positions or their equivalent, they will have the choice of accepting the positions they have been offered or accepting severance pursuant to Letter of Understanding: Severance, at the enhanced rate of 6/35 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 positions in the bargaining unit.

**MEMORANDUM OF SETTLEMENT – SPECIAL RENEWABLE CONTRACTS (“SRC’S”)**

The May 1, 2001 – April 30, 2003 collective agreement between the employer and the bargaining agent of the full time faculty (YUFA) includes Article 12.32 concerning SRC’s for CUPE 3903 Unit 2 bargaining unit employees. This article provides that: “Eight SRC’s were awarded in 1999-2000, five will be awarded in 2000-2001, and six will be awarded for 2001-2002.”

The parties agree that immediately upon ratification of a renewal Unit 2 collective agreement this Memorandum will constitute the joint request of the parties that YUFA promptly agree with the employer to amend existing Article 12.32 of the YUFA collective agreement by deleting the words “Eight SRC’s were awarded in 1999-2000, five will be awarded in 2000-2001, and six will be awarded for 2001-2002...” and substituting in their place the words: “6 SRC’s will be awarded for 2002-2003, 6 SRC’s will be awarded for 2003-2004, and SRC’s will be awarded for 2004-2005 to any remaining eligible members in the pool who apply for an SRC.”

NOTE: Pursuant to the Memorandum of Agreement signed by the Employer and the York University Faculty Association (YUFA) on May 10, 2019 and ratified by the general membership of YUFA on June 26, 2019, in response to arbitrator Jim Hayes’ December 3, 2018 Arbitration Award, 18 SRCs will be appointed to full-time faculty positions by August 31, 2020.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their duly authorized representatives.

on behalf of On behalf of  
YORK UNIVERSITY  
PUBLIC  
EMPLOYEES, LOCAL 3903

THE CANADIAN UNION OF

Dan Bradshaw  
Leanne De Filippis  
Lyndon Martin  
Gerald Audette  
Jodi Tavares  
Patrick Banville  
Kaylie Gordon

Gizem Çakmak  
Niloofar Golkar  
Martin Schoots-McAlpine  
Stephanie Latella  
Lina Nasr El Hag Ali  
Zoe Newman  
Tai Vo  
Sarah Westerhof  
Parbattie Ramsarran

## **LETTER OF UNDERSTANDING SEVERANCE**

Upon application, an individual who meets the following criteria :

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

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

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.

## **LETTER OF UNDERSTANDING**

### **NURSING**

In negotiations in 2017-2018 the parties discussed issues that were arising around the assignment and expectations for Course Directors on practicum courses. This included the timing of assignments, the occasional need for replacements and the obligations and responsibility of the Course Directors around student support and availability.

Recognizing the need for clarity, it is agreed that the Faculty of Health will establish a Committee of two practicum Course Directors appointed by CUPE 3903 and two persons appointed by the Dean to review the process and to consider and report back on any possible improvements.

## LETTER OF UNDERSTANDING

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

The parties agree as follows:

1. Where a candidate who self-identifies as Indigenous or racialized is appointed in accordance with Article 12.04.1(ii), then the senior qualified candidate who does not so self-identify and who would have otherwise been appointed to the position by virtue of their seniority (“the Senior Employee”) and has incumbency under Article 12.06.1 will receive two-fifths of the salary for the position (“the Payment”), incumbency as though they taught the course, and the Applicable Prior Experience (APE) subject to the following:
  - (a) The relief described in paragraph 1 above will be provided to the Senior Employee once for any given course; and
  - (b) The Payment will not occur where it results in the Senior Employee being paid above the rate equivalent to the limits on appointments outlined in 12.04.1(v) 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 collective agreement, unless this Letter of Understanding is renewed by the parties.

**LETTER OF UNDERSTANDING  
WAGE REOPENER**

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

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



**LETTER OF UNDERSTANDING  
ARTICLE 11.05.2  
MAJOR MODIFICATION TO THE BACHELOR OF SCIENCE IN NURSING PROGRAM**

Pursuant to the School of Nursing's Major Modification to the Bachelor of Science in Nursing Program in response to the end of collaborative Nursing programs in partnership with Provincial colleges, the Parties agree:

For the purpose of reviewing new and revised postings for the School of Nursing degree programs arising from the Major Modification, to take effect September 2022, the parties agree to extend the timeline in Article 11.05.2 from two weeks to six weeks. Further, the Employer will provide the Union with the course description for any courses that have been revised or created as a result of this major modification to the program once approved through the collegial process. This Letter of Understanding is without prejudice and without precedent to the rights of the parties.

## LETTER OF UNDERSTANDING

BETWEEN

CUPE 3903 (“UNION”)  
AND

YORK UNIVERSITY (“THE UNIVERSITY”)

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

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

And whereas the Province of Ontario “the Province” will enter Step 3 of its “Roadmap to Reopen” on July 16, 2021.

And whereas the University does not anticipate the regulatory framework (O. Reg 520/21: Rules for Areas in Step 3) will result in any substantive change to the in-person teaching planned for the Summer 2021 term.

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

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

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

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

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

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

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

Therefore, the Parties agree that:

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

## LETTER OF AGREEMENT

### TRANSITIONAL CONTINUING APPOINTMENT PROGRAM (TCA)

#### 1. Eligibility

This is a time-limited program for applicants who, as of the date of their application, have at a minimum:

- a. 20 years of service in the bargaining unit, except for applicants who self-identify as a member of one or more Equity Groups, in which case the eligibility is 15 years of service in the bargaining unit. A year of Applicable Prior Experience (APE) of at least 1 Type 1 or equivalent counts as 1 year of service in the bargaining unit for the purposes of this program.
- b. APE of 30 Type 1 or equivalent assignments in the last 15 years, except for applicants who self-identify as a member of one or more Equity Groups, in which case the eligibility is APE of 20 Type 1 or equivalent assignments in the last 10 years.
- c. APE as used in this program is as defined in Articles 12.07 (i)-(ii) and 12.08(i), (iv) and (v).
- d. Persons who have elected to retire from a York University position outside the bargaining unit are not eligible for a Transitional Continuing Appointment.

Further, to be eligible for the severance portion at Section 4 of this Letter of Understanding, an applicant may not have previously received or additionally receive (including per the Letter of Understanding: Severance) any other form of severance or retirement or resignation incentive or payment from York University.

#### 2. Terms of the Transitional Continuing Appointment

A transitional continuing appointment (TCA) provides either a two-year or three-year transition to retirement and severance of employment from the University. The TCA has an annual teaching assignment commitment which for a:

- a. Two-year TCA decreases a teaching assignment commitment in the first and second year, following which the TCA holder retires and receives severance according to Section 4 (Severance) below; or
- b. Three-year TCA decreases a teaching assignment commitment in the second and third year, following which, the TCA holder retires and receives severance according to Section 4 (Severance) below.

TCA holders shall not apply for nor be appointed to any other position in the CUPE 3903 Unit 2 bargaining unit during the period of the TCA.

The initial teaching assignment commitment is based on the applicant's average number of teaching assignments during the previous 5 contract years:

Average number of Type 1 or Equivalent assignments	Teaching Assignment Commitment (Number of Type 1 or Equivalent assignments)
2.0 – 2.4	2.0
2.5 – 2.9	2.5
3.0 or higher	3.0

Applicants who have had a minimum average of 3.5 Type 1 or equivalent assignments over the previous 5 contract years, the most recent 3 years of which are in the hiring unit(s) in which the TCA is sought, may apply for a TCA with an initial teaching assignment of 3.5 Type 1 or equivalent positions.

Applicants who have had a minimum average of 4.0 Type 1 or equivalent assignments over the previous 5 contract years, the most recent 3 years of which are in the hiring unit(s) in which the TCA is sought, may apply for a TCA with an initial teaching assignment of 4.0 Type 1 or equivalent positions.

These options are as follows:

3.5 -3.9 or higher in the hiring unit(s) where appointment is sought	3.5
4.0 or higher in the hiring unit(s) where appointment is sought	4.0

In each year of either a two-year or three-year TCA, the TCA holder will be remunerated based on the initial teaching assignment commitment.

**For a Two-year TCA:**

The TCA will be assigned teaching as follows for each of the two years:

Teaching Assgn. Commitment	Year 1 Assigned	Year 2 Assigned
----------------------------	-----------------	-----------------

(# of Type 1 or Equivalent Assgn)	d teaching	teaching
2.0	1.5	1.0
2.5	2.0	1.5
3.0	2.5	2.0
3.5*	3.0	2.5
4.0*	3.5	3.0

\*Please see eligibility criteria above for an initial teaching assignment of 3.5 or 4.0 Type 1 or equivalent positions.

**For a Three-year TCA:**

The TCA will be assigned teaching as follows for each of the three years:

Teaching Assg Commitment (# of Type 1 or Equivalent Assg)	Year 1 Assigned teaching	Year 2 Assigned teaching	Year 3 Assigned teaching
2.0	2.0	1.5	1.0
2.5	2.5	2.0	1.5
3.0	3.0	2.5	2.0
3.5*	3.5	3.0	2.5
4.0*	4.0	3.5	3.0

\*Please see eligibility criteria above for an initial teaching assignment of 3.5 or 4.0 Type 1 or equivalent positions.

Course reductions through the Transitional Continuing Appointment Program as set out above will be deemed to be courses taught in calculating credited service.

A TCA may be held in one or two hiring units, and teaching assignments made expressly to meet the teaching assignment commitment will not be posted. The hiring unit(s) shall be noted in the offer.

The Employer shall provide individuals with the opportunity to request preferred courses and shall make best efforts to assign individuals to their preferred courses.

The Employer shall have sole discretion in the assignment of the teaching positions based on the teaching needs of the Faculty or hiring unit(s), except where necessary to meet accommodation needs, the final decision on course assignment shall rest with the Employer.

### **3. Applications**

The Employer will provide notice to all individuals who meet the eligibility requirements in section 1, above by September 30 of each year of the program.

Individuals who meet the minimum service-based eligibility requirements at paragraph 1 above, may apply to the hiring unit(s) in which they wish to hold a TCA.

a. Applications must be submitted by:

- i. November 1, 2021 for continuing appointments commencing September 1, 2022; or
- ii. November 1, 2022 for continuing appointments commencing September 1, 2023; or
- iii. November 1, 2023 for continuing appointments commencing September 1, 2024

Applicants must indicate whether they are applying for a two-year or three-year TCA.

b. TCAs will be awarded based on the hiring unit or units' ability to meet its or their teaching assignment commitment to the TCA holder over the two-year or three-year term. Applicants will submit a Blanket Application Form and an updated CV.

c. Hiring units will make recommendations on the application(s) to the Dean or Principal, or designate, who will make final appointment decisions. No application will be unreasonably denied.

d. Applicants who are offered and accept a TCA are, at the time of accepting the offer, required to provide irrevocable notice of intent to sever their employment relationship with the University effective the September 1<sup>st</sup> immediately following the conclusion of their TCA.

### **4. Severance**

TCA holders will receive a severance payment at the conclusion of the TCA payable as a retiring allowance and calculated based on the initial teaching assignment commitment at the prevailing CD rate multiplied by:

a. For those with an initial teaching assignment of less than 3.0:

(i) 0.72 for a two year TCA

(ii) 0.60 for a three year TCA

b. For those with an initial teaching assignment of 3.0 or greater:

(i) 0.80 for a two year TCA

(ii) 0.67 for a three year TCA

For illustrative purposes only, using the 2019-20 CD rate:

- An employee who has a two-year TCA with a teaching assignment commitment of 3.5 FCEs would receive a severance payment of \$50,151. [ $3.5 * \$17,911 * 0.80 = \$50,151$ ]

- An employee who has a three-year TCA with a teaching assignment commitment of 3.5 FCEs would receive a severance payment of \$42,001. [ $3.5 * \$17,911 * 0.67 = \$42,001$ ]

- An employee who has a two-year TCA with a teaching assignment commitment of 2.5 FCEs would receive a severance payment of \$32,240. [ $2.5 * \$17,911 * 0.72 = \$32,240$ ]

- An employee who has a three-year TCA with a teaching assignment commitment of 2.5 FCEs would receive a severance payment of \$26,867. [ $2.5 * \$17,911 * 0.60 = \$26,867$ ]

## **5. Post-Retirement Benefits**

Where an applicant accepts a TCA and provides irrevocable notice to sever their employment relationship with the University per 3.d above, with a copy to Pension and Benefits, such an applicant will be deemed to have fulfilled their written notice responsibilities in accordance with Article 15.27 should they wish and be otherwise eligible to receive Post-Retirement Benefits.



**LETTER OF AGREEMENT  
TIME-LIMITED SEVERANCE PROGRAM FOR LONG-SERVICE CONTRACT FACULTY  
(TLSP)**

**1. Eligibility**

Employees who, effective September 1, 2020, have at a minimum:

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

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

**2. Severance**

The employment relationship with York University of an individual who elects to accept severance 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.

**3. Severance Payment**

Participating individuals will receive severance in a total amount equal to the individual's highest total earnings in the bargaining unit in any of the last five contract years, payable as a retiring allowance.

**4. Applications**

This program will be available on a one-time basis for a period of 6 months following the ratification of the renewal 2020-2023 collective agreement or following the approval of Management Board of Cabinet, if required as per Bill 124, whichever is the later. Applications should be made to the Office of the Assistant Vice-President Labour Relations.

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

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

## **LETTER OF AGREEMENT JOB STABILITY PROGRAM**

### **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.

### **B. Long Service Teaching Appointments**

Regarding Long Service Teaching Appointments (LSTAs), at Article 24.07, in the 2021-22 contract year a minimum of seven (7) LSTAs will be offered for September 1, 2022 and in the 2022-23 contract year a minimum of seven (7) LSTAs will be offered for September 1, 2023.

### **C. Supplementary Equity-Focused Long Service Teaching Appointments**

1. In addition to the LSTAs offered in B above, the employer offers to provide seven (7) Supplementary Equity Focused LSTAs over the life of the 2020-2023 collective agreement: four (4) in 2021-22 for September 1, 2022 and three (3) in 2022-23 for September 1, 2023. These seven appointments will be offered to candidates who, as of September 1 preceding the date of the appointment, have a minimum teaching intensity of an average of 2.5 FCEs over the previous three years (may include approved leaves), with priority to

candidates who have self-identified as Indigenous (Aboriginal) or as racialized (visible minority):

2. Where in each of 2021-22 and 2022-23, the Office of the Provost & Vice-President Academic is unable to make the minimum number of appointments set out in Paragraph 1 above with respect to candidates who self-identify as Indigenous (Aboriginal) or as racialized (visible minority), the next priority will be to make a recommendation with respect to a candidate from one or more of the other Equity Groups.

D. Continuing Sessional Standing Program (Article 12.01)

With respect to the CSSP, while the parties engage in joint committee discussions and for the duration of the 2020-23 Collective Agreement:

(a) in circumstances where by March 15<sup>th</sup> hiring units identify courses for Unit 2 posting for the upcoming Fall and Winter Terms, that had not been identified by January 22, the procedures set out in Article 12.01, Appointment Process, (ii) through (iv), shall be repeated, and a two-week deadline will be provided for offers to be accepted, counted from March 15<sup>th</sup>; and

(b) For the purposes of informing the work and discussions of the joint committee, the Employer will obtain explanations from hiring units and provide a written report to the joint committee with respect to hiring units with CSSP eligible employees who elect not to post any positions for the CSSP. Such report is understood to be filed solely for information purposes and on a without prejudice basis.

E. Affirmative Action (Article 23)

In recognition of the parties' agreement to a joint committee to examine job stability for contract faculty, the employer offers to provide two additional conversion appointments retroactive for the 2020-2021 collective agreement year. These two additional conversion appointments combine with those in Article 23.04 (ii) to provide for a total of six conversion appointments over the life of the three year 2020-2023 collective agreement.

**APPENDIX A  
"NOTICE OF RECOMMENDED APPOINTMENT"**

Date:

Dear:

The hiring unit of is appointment of the following people to the following positions during the session.

This is not an offer of appointment but a notice of intention to appoint. If no query or grievance respecting the recommended appointment(s) is received, a written offer of appointment will be issued following the expiry of the time limits outlined below. Candidates will be notified of any query/grievance.

(course #, title, position)

(time, place, day)

(re

*(Any number of positions and courses may be inserted here)*

Yours sincerely, Chair.

PLEASE NOTE: If you believe you should be appointed to any of the above recommended positions or if you feel you need more information in order to determine if you should be appointed to any of the above positions, you have twenty-eight (28) days to request the union to obtain from the hiring unit the non-confidential information that was the basis of the recommended appointment, and to compare your prior experience and/or qualification with those of the recommended individual (Articles 6.01 & 12.18). Pursuant to Article 12.19, you may also ask the hiring unit how your prior experience was counted (see Articles 12.02.2, 12.03, 12.04, 12.05 and 12.06). You will have an additional seventeen (17) days from the date of the Employer's response to the query to file a grievance if you should wish to do so (Article 6.01).

Be assured that you are entirely within your rights to request information and the hiring unit will consider such requests and/or grievances as matters of routine.

PLEASE NOTE FURTHER: A query or other request for information should be submitted promptly. If you do not file a query and/or grievance within the above specified time limits, you normally will not be able to do so later.

Any hirings other than those proposed above may be queried and/or grieved in the usual manner. Contact CUPE 3903 (416 736-5154) for further information.

**APPENDIX B 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 _____ <i>Article 10.04</i>	Type _____
Course _____ <i>Calendar Listing</i>	Number of Assignments/Hours* _____
Session _____	Meeting Time(s) _____
Salary _____	Vacation Pay _____ Total _____
2. Position Title _____ <i>Article 10.04</i>	Type _____
Course _____ <i>Calendar Listing</i>	Number of Assignments/Hours* _____
Session _____	Meeting Time(s) _____
Salary _____	Vacation Pay _____ Total _____
3. Position Title _____ <i>Article 10.04</i>	Type _____
Course _____ <i>Calendar Listing</i>	Number of Assignments/Hours* _____
Session _____	Meeting Time(s) _____
Salary _____	Vacation Pay _____ Total _____
4. Position Title _____ <i>Article 10.04</i>	Type _____
Course _____ <i>Calendar Listing</i>	Number of Assignments/Hours* _____
Session _____	Meeting Time(s) _____
Salary _____	Vacation Pay _____ 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 yr*

Bank (Name, Branch & Address)

Account Number

Country of Birth \_\_\_\_\_ Current Citizenship \_\_\_\_\_

Work Visa Expiry Date

CHECK \_\_\_\_\_ I accept the appointment(s) as \_\_\_\_\_ ONE:  
\_\_\_\_\_ offered.\*\*\*\*

I accept the appointment(s) offered subject to the changes set out below.

1. Position Title \_\_\_\_\_ No. of Assignments/Hours  
*Per offer of appointment*  
Course \_\_\_\_\_ *Session*  
*Per offer*

2. Position Title \_\_\_\_\_ No. of Assignments/Hours  
*Per offer of appointment*  
Course \_\_\_\_\_ *Session*  
*Per offer*

3. Position Title \_\_\_\_\_ No. of Assignments/Hours  
*Per offer of appointment*  
Course \_\_\_\_\_ *Session*  
*Per offer*

4. Position Title \_\_\_\_\_ No. of Assignments/Hours  
Per offer of appointment  
Course \_\_\_\_\_ Session  
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/employeeerelations/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

**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.**

**APPENDIX C LETTERHEAD**

(Date) Dear

I am writing this letter pursuant to Article 8 of the CUPE 3903 collective agreement to inform you of a [series of] complaint(s) filed with this office respecting your performance and conduct as (Position) in the course (Number & Title) in the (Specify) academic session.

The allegations contained in the complaint(s) are summarized as follows:

In accordance with Article 8, I am scheduling a meeting to discuss this matter with you for (Date) 19 at (time) a.m./p.m. in room (Number & Building) If it is not convenient for you to attend at this time, please contact my office immediately at (Telephone #) to arrange an alternative time.

Normally, if you fail to attend such a meeting without reasonable cause, you implicitly waive the opportunity to discuss the substance of the complaint(s).

Should you not attend and if in my judgement further action is warranted, I shall have no option but to proceed without benefit of your input. If you do not plan on attending a meeting to discuss the matter, I would appreciate notice as soon as possible.

You are entitled to have a union representative present at this meeting, and a copy of this letter has been sent to CUPE 3903.

Sincerely

Dean/Director/Chair/Designate, (Hiring Unit)

c.c. CUPE 3903, Suite 143 Atkinson.



**APPENDIX D  
NOTICE OF QUERY/GRIEVANCE**

DATE:

Dear:

This letter is to inform you that your recommended appointment as a  
in (course # and title) has been:

**QUERIED.**

The person querying your recommended appointment has seventeen (17) days from the date the hiring unit responds to the query to file a grievance. If no grievance results from the query, a Written Offer of Appointment will be issued to you at that point. If a grievance does result, you will be so notified.

**GRIEVED.**

In filing the grievance, the union alleges that you have been wrongfully recommended for the above position by the hiring unit. If the grievance is withdrawn (decided in your favour), the Written Offer of Appointment and the appointment will proceed normally.

If the grievance is upheld (decided in the grievor's favour) prior to a Written Offer of Appointment being made to you, you will not be offered the appointment.

For more information, please contact CUPE 3903 (416 736-5154).

## **APPENDIX E THE RIGHT TO REFUSE UNSAFE WORK**

The right to refuse unsafe work is guaranteed in the Ontario Occupational Health and Safety Act.

The Act requires that individual workers initiate a work refusal. Section 23 of the Act spells out the procedures you must follow. Note that this is a summary only. Consult the Act for official reference. Copies are available from the CUPE 3903 office and the York Department of Occupational Health and Safety.

1. If you have reason to believe that your health or safety is in danger if you continue to work, inform your work supervisor or department Chair immediately. After regular office hours, call Security. Stop work and move to a safe location.
2. If your supervisor agrees that the situation is unsafe, make sure that other workers in the area are also told of the problem and of your action.
3. If your supervisor refuses to correct the problem, inform them that you are refusing to work and why. Call the union office at 736-5154. Ask your supervisor to contact Security or call yourself.
4. An investigation involving a supervisor and a person appointed by the union will take place immediately.
5. If the work is deemed unsafe, then the problem must be corrected.
6. If the work is deemed safe and you disagree, tell your supervisor. S/he will then call an inspector from the Ministry of Labour. The inspector will investigate and either instruct you to return to work or order York to make the workplace safe.
7. If you initiate a work refusal or have a question about the situation you find yourself in, contact the union immediately.









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**

- |  |  |  |
|--|--|--|
| <b>Type 1:</b>   | <b>Type 2:</b>   | <b>Type 3:</b>   |
| <ul style="list-style-type: none"> <li>• Course Director</li> <li>• Team Lecturer</li> <li>• Writing Instructor<br/>Advisor</li> </ul> | <ul style="list-style-type: none"> <li>• Tutor 1 (Tutorial Leader</li> <li>• Tutor 2 (Demonstrator</li> <li>• Tutor 6 (Studio Instructor</li> <li>•</li> </ul> | <ul style="list-style-type: none"> <li>• Tutor 3 (Marker/Grader)</li> <li>• Tutor 4 (Individual Tutor)<br/>3 lab hours/week</li> <li>• Coach (Fine Arts)</li> <li>•</li> </ul> |
| Instructor<br>Education)   |  | (Faculty of  |
|  | • Music Tutor  |  |

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.*

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**Employment Equity (completion of this section is voluntary):**

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

Visible Minorities

Aboriginal People

Persons with Disabilities

Women

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

---

**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>





**APPENDIX G**

**FOUNDATIONS COURSES DESIGNED POSITIONS**

		l Skills Team r	t C.D.	l Skills C.D.
ls				
s				
Skills				
Design (early)				
Salary		*	7**	7**
Salary		7**	7**	7**
	2	pe 1	1	1

The three Type 1 Design positions noted in the grid above will be subject to an early posting process which will be completed no later than January 31. These postings will be acknowledged a “specialized” and as such will be afforded a greater degree to specificity regarding the posted qualifications. With the foregoing caveat, the normal provisions of Articles 11 and 12 shall apply; that is, the hiring unit will appoint the qualified candidate with the greatest seniority.

NOTE: The tutor 1 position has been included here to illustrate what the expected duties of the position would be in a Foundations course. Unlike the fore noted type 1 positions, these positions would not be subject to early postings procedure the Design positions. Similarly, regular “non-designer” team lecturer and course director positions will also be posted during the Spring for Foundations courses.

It should be noted that the salaries detailed above are for the design component an delivery of the course. One incumbency has been exercised, the design function completed, and the position is posted again, it will be posted during the regular spring hiring season and the regular grid rates for team lecturers and course directors will apply.

*\*\*See Letter of Intent #7*

## **APPENDIX H**

### **FOUNDATIONS PROGRAM**

#### **POSTING LANGUAGE FOR CRITICAL SKILLS TEAM LECTURER AND CRITICAL SKILLS COURSE DIRECTOR**

##### Required

- Normal academic degree and content/subject matter/experience criteria for Foundations Courses will be as per the “normal” fall/winter hiring season postings.
- minimum three years’ experience at the University level and/or academic background in teaching writing and critical skills (i.e., Writing Instructor in the Arts Centre for Academic Writing, Glendon Writing Centre, Atkinson Essay Tutoring Centre or Course Director of AK1400, or College Instructor of a designated Critical Skills College Tutorial).

##### Preferred

- demonstrated knowledge of and experience with the design of professional development activities for university faculty in incorporating writing instruction and other critical skills into their course. (Note: “demonstrated knowledge” presumes prior participation in one or more relevant professional development activities sponsored by the Centre for Support of Teaching, CAW or one of the Colleges.)

##### Responsibilities

- all critical skills team lectureships and all critical skills course directors will teach one two-hour tutorial and attend lectures in the course;
- they will also consult with team members regarding writing and critical skills instruction in the course, particularly assignment design and feedback; in addition, team lecturers may organize writing groups in the course where applicable, and prepare and deliver at least 6 lectures on the writing process and other critical skills with direct reference to course content;
- in addition to any or all of the above responsibilities, course directors may be asked to prepare writing and critical skills materials to be used in the course; to design or help design the syllabus; and to prepare and deliver weekly lectures on the writing process and other critical skills with direct reference to course content.

## APPENDIX I

### PARTICIPATION LETTER FROM VICE-PRESIDENT (ACADEMIC AFFAIRS)

**York University**

#### **Office of the Vice President (Academic Affairs) and Provost Memorandum**

To: Deans/Principal  
From: Michael Stevenson  
Date: February 3, 1999  
Subject: CUPE 3903 participation

As agreed during the last round of collective bargaining with CUPE 3903, I am writing to each Faculty to recommend that the Faculty Council consider motions similar to those that were passed by the Faculty of Arts Council concerning the participation of contract faculty. For your convenience I have attached a copy of the relevant Council motions from Arts. I would ask that you forward this letter to the Chair of your Council.

Cc: Brian Abner, Assistant Vice-President (Academic Resource Planning) Paula O'Reilly, Director, Academic Employee Relations  
CUPE 3903

#### **Motions passed by the York University Council of the Faculty of Arts, October 8, 1998**

"That Faculty Council membership shall be amended as follows to include (iii) CUPE Unit II tutor holding appointments in Arts (but who are not members of Council by virtue of holding a course directorship position) provided they have indicated in writing to the Secretary of Council, by the end of the first teaching week in any given academic year, their wish to be members of Council that year; (iv) a number of representatives of CUPE Unit I Teaching Assistants appointed to the Arts courses, equal to 5% of the total of persons appointed to such positions as of the first day of classes of that academic year, elected by CUPE Unit I Teaching Assistants."

On a vote, the motion, as amended to include team lecturers, was carried.

"That the Council of the Faculty of Arts recommends that departments which have not already done so accord to contract faculty the right to participate and vote in departmental councils and committees on the same basis as untenured professorial and alternate stream faculty."

On a vote, the motion as amended was approved by 47 votes to 3, with five members not voting.

**APPENDIX J**  
**SEVERANCE LETTER LETTERHEAD**

*(Date)*

Dear

This letter is in response to your application for severance from York University regarding your employment relationship to the institution pursuant to the Unit II collective agreement in effect between York University and the Canadian Union of Public Employees, Local 3903. Pursuant to the Severance Letter of Understanding in this collective agreement you are entitled to a severance payment of *(total amount of severance payment)*.

To receive this payment and thereby sever your employment relationship with York University, you must sign and return the attached letter to the Office of Faculty Relations. In doing this you are agreeing to forfeit all accrued applicable prior experience credit as well as any other rights under the CUPE 3903 Unit II collective agreement. Please note that the Severance Letter of Understanding states the following: “ An employee will have three months from the date of application to rescind the application, or where the employee has not received payment at the three-month juncture, until the Severance payment has been made.” Should you have further questions regarding the Severance process please contact the CUPE 3903 union office at (416) 736-5154.

Yours truly,

*signature and office*

for the CUPE 3903/Administration Labour/Management Committee

**APPENDIX K**

**RECEIPT OF VERIFICATION OF SEVERANCE PACKAGE**

*(Date)*

To: Labour Management Committee, York University and CUPE 3903 From:

*(Member's Name)*

This is to acknowledge receipt of the letter of explanation from the Labour Management Committee regarding Severance in response to my request to sever my employment relationship with York University. I am confirming my application for a severance payment of *(amount of payment)* and in accepting this payment I acknowledge that my employment relationship with York University is terminated effective the date of receipt of these monies and that I lose entitlement to all applicable prior experience and years of service that I have accumulated up to that time, for any and all purposes under the provisions of the collective agreement in effect between York University and CUPE 3903.

Signed:

Date:

## **APPENDIX L**

### **CONVERSIONS AND ARTICLE 23.04**

During the term of the 2005 to 2008 collective agreement only, in addition to the “conversions” referred to in Article 23.04(ii) of the collective agreement (i.e., at least five recommendations in 2005-2006, four recommendations in 2006-2007 and four recommendations in 2007-2008) the Employer agrees to the following:

(a) Three additional recommendations in 2005-2006 for a minimum of at least eight recommendations in 2005-2006, two additional recommendations in 2006-2007 for a minimum of at least six recommendations in 2006-2007, and two additional recommendations in 2007-2008 for a minimum of at least six recommendations in 2007- 2008.

(b) With respect to Article 23.04(i) of the collective agreement, for 2005-2006, 2006-2007 and 2007-2008 only the Employer shall make \$150,000 available in incentive funding in each year of the collective agreement.

**NOTES**



**NOTES**

**NOTES**



**Effective**  
**from: September 1, 2020**  
**to: August 31, 2023**  
**ratified: July 23, 2021**

## **UNIT 2**

All employees employed in teaching, demonstrating, tutoring or marking, save and except persons 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 Continuing Education and in courses intended primarily for students who are not registered in a degree credit program, full- time graduate students registered at the University, Lecturers, persons above the rank of Lecturer, persons engaged in graduate level teaching in the Faculty of Environmental Studies, persons whose salaries are paid from other than operating funds, persons holding full-time academic appointments at the University, or all retirees from the full-time faculty whose terms and conditions of employment are governed by the YUFA collective agreement, and persons employed in a confidential labour relations capacity.

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