

APPENDIX 1 to Schedule B

Yellow highlights indicate new Employer counter proposals as of March 07, 2024.

Green highlights indicate Employer and Union agreed upon language as of March 07, 2024.

ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES

5.0.3.4 Use and Reporting of Data – Employer Counterproposal – February 21, 2024

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

(a) By December 1 each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-identification Representation Data broken down by department and faculty for the most recent consecutive three contract years for which the data is available as of the immediately preceding November 1, per Article 5.03.4(a)(ii). Internal Self-Representation Data will be provided for individual academic units with 10 or more contract faculty members over the reporting period. For academic units with fewer than 10 contract faculty over the reporting period, the University will provide confirmation of whether that unit is below or has met the equity goal of fair representation for Equity Groups. Subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, for academic units with fewer than 10 contract faculty over the reporting period, Self-Representation Data will be provided for the Faculty as a whole, which serves as the basis for determining underrepresentation in these units per Article ~~5.04.4~~ 5.03.5(b) below.

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

(c) Internal Self-identification Representation Data, as defined at Article 5.03.4(1)(b) and (c), will show the total number of employees who completed a self-identification survey or applicant self-identification form, as well as the total number of employees in the bargaining unit. For the purposes of the collective agreement, Representation will be determined using the number of employees who have completed a self-identification survey or applicant self-identification form.

5.03.5 Underrepresentation

(a) Representation Thresholds

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

than is accounted for by the External Availability Data for Toronto=~~and the External Availability Data for Canada as a whole, whichever is higher. Since there is no External Availability Data for persons with disabilities, the parties will refer to the Statistics Canada Employment Equity Occupational Group 'Professionals' data for persons with disabilities.~~

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

Women: 45.9%

Racialized: 30.9%

Indigenous: 1.4%

Persons with Disabilities: 8.9% *as of November 2023

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

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

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

Letter of Understanding – Representation Thresholds – Employer Counterproposal – February 21, 2024

In the event that Statistics Canada releases External Availability Data during the life of the collective agreement, the Employer will provide such data to the Employment Equity Committee at its first meeting after the release of such data by Statistics Canada. ~~and~~ The parties will rely on the updated External Availability Data for ~~it will form the basis of~~ the representation thresholds set out in Article 5.03.5 for subsequent appointment exercises. For clarity, the EEC may have regard to the updated External Availability Data as it determines appropriate to fulfilling its mandate in Article 5.03.1.

ARTICLE 6 – GRIEVANCE PROCEDURE – **Employer Counter Proposal – March 07, 2024**

- 6.01
- (i) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement. In the conduct of grievances, the **employer parties** shall act reasonably, non-discriminatorily and in good faith.
 - (ii) A grievance shall be received within **twenty-eight-fourteen** calendar days after the **grieving party(ies)** employee(s), or in the case of a policy grievance or union grievance as defined **below, the union**, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.
 - (iii) Notwithstanding (ii), and subject to Article 12.14, where the Union queries an appointment or recommended appointment pursuant to Article 12.18 of the Unit 2 collective agreement, a grievance respecting that appointment or recommended appointment shall be considered if it is received within **seventeen-fourteen** calendar days of the date of the

employer's response to the query, provided that the query is initiated within **twenty-eight fourteen** calendar days after the date of the "Notice of Recommended Appointment." The Employer will respond to the query within ten calendar days of the receipt of the query.

6.02 The employer acknowledges the rights and duties of the union officers and stewards to assist employees in preparing and presenting a grievance. ~~The union may form a Grievance Committee for this purpose.~~

6.03 **INFORMAL RESOLUTION STEP ONE:** If an employee believes they may have a grievance, they may first ~~submit a grievance to and~~ discuss the matter with ~~their Chair or equivalent, accompanied by their steward or Union representative if they so wish. The Chair shall give their reply in writing within ten calendar days of receiving the grievance.~~ their immediate supervisor, accompanied by their steward if they so wish. The supervisor shall give their reply **in writing** within five calendar days.

6.04 STEP ~~ONE TWO:~~ If the **grievance matter** is not resolved ~~through informal resolution at Step One, or where Step One is not exercised,~~ **through informal resolution at Step One,** it shall be set forth in writing **as a grievance,** be signed by the grievor and a union representative and given to their Chair or equivalent within fourteen calendar days. At this point, the written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Chair or equivalent shall convene a meeting to discuss the grievance within ten calendar days of the receipt of the grievance and shall give their reply, in writing, within ten calendar days of that meeting.

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

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

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

~~fourteen calendar days of the receipt of the grievance, and a response to the grievance will be submitted in writing within twenty-one calendar days of that meeting.~~

- 6.04 If the grievance is not settled at ~~Step Four~~ **Step Two**, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the **Office of the Executive** Director, Faculty Relations **or designate** within twenty-eight calendar days after receipt of the employer's written reply as required in Step ~~Two Four~~. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator ~~or Arbitration Board~~.
- 6.05 Subject to Article ~~6.14~~ **6.13**, the parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If at **any Step** ~~Steps Two and Three~~, the Employer's representative fails to give their written answer within the required time limit, the union and the employee may file the grievance at the next Step at the expiration of such time limit. If the employee or the Union fails to follow the Grievance Procedure in accordance with the required steps, time limits and conditions the grievance shall be deemed withdrawn.
- 6.06 GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step ~~Two One~~ **Two One** if the employees are all employed within a single hiring unit, or at Step ~~Three Two~~ **Two** if employed in different hiring units, **subject to the time limits set out in 6.01 above.** ~~or at Step Four if employed in different faculties.~~
- 6.07 POLICY GRIEVANCE: A policy grievance, defined as involving question of general application or interpretation of this agreement, ~~may will~~ be initiated by the union at Step ~~Three or Step Four,~~ **Two**, ~~as appropriate~~, subject to the time limits set out in 6.01 above.
- 6.08 UNION ~~INITIATED~~ **INITIATED** GRIEVANCE: The union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the union, and to seek adjustment with the employer in the manner provided for in this article. Such grievances may be initiated at Step ~~Three Two~~, **Two**, **subject to the time limits set out in 6.01 above.**

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

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

- 6.09 If ~~one party~~ **the union** notifies the ~~other~~ **employer** in writing of an alleged violation of the collective agreement but indicates a decision not to grieve, this decision shall be without

prejudice to grievances on similar matters. Such notification shall include a detailed statement of the matter in dispute and the specific provision(s) or interpretation of the agreement that allegedly have been violated.

- 6.10 The withdrawal of a grievance ~~by either party or~~ at ~~either~~ any Step shall be without prejudice to grievances on similar matters if the ~~party being grieved~~ employer receives written notification of this decision from the ~~grieving party~~ union. Settlements by the ~~parties~~ Employer of ~~matters at the informal resolution stage or of~~ grievances at Steps One and Two shall not prejudice the position of the employer or the union with respect to other grievances.
- 6.11 Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.
- 6.12 In exceptional circumstances, the union may apply to the ~~Office of the Executive Director, Faculty Relations~~ for expedited processing of a grievance. ~~The Office of the Executive Director, Faculty Relations~~ or designate shall respond to this application within seven calendar days. When it is agreed that circumstances warrant it, the parties can agree to commence the grievance procedure at Step ~~Two~~ ~~Four~~. Time limits set out in Article 6.01 above apply after the union has received the response from the ~~Office of the Executive Director, Faculty Relations~~.
- 6.13 On application by the union, grievances alleging violations of Article 2.03, 4.01, 4.02, 4.03, 14.01 and grievances submitted pursuant to Article 10.02.6 (iii) in the Unit 1 collective agreement, shall be processed according to the expedited grievance procedure specified in this article.
- 6.14 The parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the grievance(s) shall only be made available on a need to know basis. The parties further agree that a publication of a summary of the grievance(s) in a union newsletter shall not violate the principle of confidentiality.
- 6.15 No bargaining unit member in a supervisory capacity will be required to hear or attend the grievance hearings of another employee. The member in the supervisory capacity shall suffer no penalty in their employment or academic standing for exercising their rights under this article. In no way does this provision relieve the bargaining unit member of any other supervisory duties and responsibilities.
- 6.16 A grievor has the right to attend their grievance hearing at any step after ~~Informal Resolution Step One~~ and not face their supervisor directly in such a hearing.
- 6.17 It is understood by the parties that, in the case of a successful or settled grievance, where the individual does not receive the agreed upon compensation within thirty days of the sign-off date, said payment will begin to accrue interest at the annualized rate which the University is receiving for its short-term investments at that time. The interest payment will be pro-rated.
- 6.18 Grievances concerning harassment, discrimination, or disability may be initiated at Step ~~Two~~ ~~Four~~.

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

- 7.01 ~~If the union so wishes, g~~ Grievances shall be heard by a single Arbitrator. ~~or by a three person Arbitration Board. If a single Arbitrator is requested by the union, The union shall, The Party advancing a grievance to arbitration shall~~ in its notice of intent to proceed to Arbitration, suggest

a person to serve as Arbitrator. The ~~employer~~ ~~other Party~~ shall respond within ten working days, either agreeing to the ~~union's~~ proposed single Arbitrator or suggesting alternative Arbitrators. ~~If the employer fails to respond within thirty five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union.~~ If the parties cannot agree on an Arbitrator within thirty days, either party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.

~~7.02 The union's request for a Board of Arbitration shall name that party's appointee to the Board of Arbitration. Upon receipt of the notice, the employer shall, within forty five days, advise the union of the name of its appointee to the Board of Arbitration. If the employer fails to respond within forty five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union.~~

~~7.03 The appointees to the Board of Arbitration shall then meet to decide upon the selection of the Chair of the Board. If the parties cannot agree upon the selection of the Chair within twenty one days, either party may request the Minister of Labour for the Province of Ontario to appoint an impartial third member as Chair.~~

7.02 Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of the ~~Chair or single~~ Arbitrator, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the parties. The parties agree to use University facilities at no cost wherever possible.

7.03 The ~~Board of Arbitration or single~~ Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the parties have expressly agreed, in writing, to give it or their specific authority to do so or to make an award which has such effect.

7.04 Notwithstanding Articles ~~6.08 and 6.14~~ ~~6.07~~ and ~~6.13~~, both parties agree that if an Arbitrator determines that the union has shown reasonable cause for a violation of time limits, the Arbitrator may hear the grievance.

7.05 The ~~Arbitration Board or single~~ Arbitrator shall have the authority to fashion a remedy appropriate in the circumstances to resolve the grievance regardless of the form in which the grievance was filed.

7.06 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the ~~Chair of the Board of Arbitration or single~~ Arbitrator to reconvene to clarify the decision, which they shall do within five days.

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

[Unit 1]

There is no Article 7.10 in Unit 3.]

7.08 The parties agree that an ~~Board of Arbitration or single~~ Arbitrator shall have the authority to resolve any matter referred pursuant to Article ~~10.04.2~~ **10.04.4**.

[Unit 2]

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

[Unit 3]

There is no Article 7.08 in Unit 3.

**Letter of Understanding
Between York University and ~~each of~~ CUPE 3903 Units ~~2, 1, 2 and 3~~
Regarding Pilot Project for Mediation – Arbitration**

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

1. **Roster:** On or before ~~November 1, 2023~~ **March 15, 2024**, the Parties will each propose three Arbitrators to be included on a roster of Mediators-Arbitrators for the purposes of this Pilot Project. By agreement, the parties will determine a list of four Arbitrators by no later than ~~January 12~~ **April 30, 2024**.
2. **Expenses:** It is understood and agreed that each party shall be responsible for the expenses of their representatives, participants, and witnesses as well as the preparation and presentation of its own case.
3. **Mediator-Arbitration fees:** Each party shall pay one-half of the Arbitrator's fees and expenses.
4. **Hearing Room Expenses:** Where the Mediator-Arbitrator directs that the matter will be mediated or heard in-person, each party shall pay one-half of the hearing room expenses. Where possible, the Parties will explore facilities available at no cost, as appropriate, provided it does not delay scheduling the grievance for mediation-arbitration.
5. **Referral:** A grieving party who wishes to refer an individual ~~job posting~~ **Appointment** Grievance shall submit a notice of intent to refer the grievance to Mediation-Arbitration through this Pilot Project within five days of receiving a response to the Step 2 meeting. The recipient of the referral notice shall confirm whether they agree to Mediation-Arbitration within ~~five~~ **twenty-one calendar** days of receipt of the referral notice.
6. **Scheduling:** The parties will refer the matter to a Mediator-Arbitrator from the agreed-upon roster who is available to convene the parties on a mutually convenient date within forty-five days of the referral notice.
7. **Legal Representation:** Either party may engage legal counsel for the Mediation-Arbitration as they consider appropriate.

8. **Jurisdiction:** The Mediator-Arbitrator shall have the authority to determine the conduct of the proceedings but shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of the collective agreement.
9. **Outcome:** The outcome of the mediation-arbitration process will be one of the following:
 - a. No resolution is reached and the grieving party elects to withdraw the grievance and take no further action with respect to the matters which gave rise to the grievance; or
 - b. A resolution is reached, the terms of which will be confirmed in a Memorandum, signed by all parties, and distributed to each of the parties, as appropriate; or
 - c. No resolution is reached through mediation and the mediator-arbitrator shall have the authority to conduct the arbitration phase on the basis of documents or may reconvene the parties for the presentation of evidence or oral argument and issue a decision on the grievance in writing within ~~ten~~ **twenty-one calendar** days of the conclusion of the mediation-arbitration session(s).

ARTICLE 10 – POSITIONS AND RATES OF PAY

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

- (i) With the exception of Music Tutor positions, which shall be treated in accordance with Article 10.04.2 (“Definitions”), the expected workload of an appointment to a Type 2 position shall be no more than 135 hours for each Type 2 appointment. Expected workloads shall be adjusted proportionally if a fractional appointment is made.
- (ii) For Type 2 positions, all work assigned and/or approved by the course supervisor shall be included in the hours noted above. This work may include, but is not limited to, preparation for classes, preparation of written or audio-visual materials, attending lectures, leading discussions and supervising laboratories, rating students’ work, holding office hours, consulting with students, invigilation of tests and exams, writing and grading tests, examinations and lab sets, grading essays, term papers and problem sets, setting up experiments, conducting field trips, and conferring with the supervisor.
- (iii) Since the course supervisor/director is primarily responsible for assigning reasonable duties and responsibilities, allocating sufficient hours, and ensuring that the assigned duties and responsibilities of the Tutor can be completed within the time allocated:
 - (a) As soon as possible after the start of the appointment, and, normally, no later than the end of the first calendar month of the course (e.g., end of September for full-year and fall courses and end of January for winter courses), the course supervisor shall assign and discuss the duties and responsibilities and the reasonable pacing of the work assigned, taking into consideration the normal sessional fluctuation and patterns of work, of the appointment, in as much detail as practicable, with the Tutor . As part of the discussion of the duties and responsibilities of the Tutor, the course supervisor and the Tutor shall discuss how important course dates (such as assignment due dates and dates of tests and exams) correspond to centralized administrative deadlines (such as the final date for submitting grades). This discussion of duties and responsibilities, including the allocation of time for the various duties and responsibilities, shall be confirmed in writing to the Tutor by the course supervisor with a copy sent to the hiring unit Chair and to the union within fourteen (14) calendar days of the meeting. This written

confirmation shall hereafter be referred to as the Workload Form. (See Appendix XXY Workload Form for Unit 2 Type 2 Positions.)

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

10.01.2

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

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

[...]

10.04.1 SALARY RATES

[...insert after the CHART]

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

[...]

12.24 **MARKING/GRADING DEADLINES** ~~Workload~~

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

[...]

10.04.2 **New Employer Counter Proposal – January 17, 2024**

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

10.08 VACATION PAY

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

ARTICLE 12 – APPOINTMENTS – Employer counter – March 07, 2024*

***Elements of previous Employer proposal withdrawn.**

12.02.2 The Employer will provide the applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive CUPE 3903 applications. If the application is delivered by the applicant, the receipt will be returned immediately ~~and by hand~~ **or electronically** to the applicant. ~~If the application is delivered by mail, the receipt will be~~

~~returned by mail to the applicant's home address provided the applicant supplies the hiring unit with a self-addressed, stamped envelope.~~

12.04.1

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

Appointments shall be made as follows:

- (i) In the exceptional circumstances in which a candidate for a position as course director or team lecturer is adjudged by the appropriate Dean or designate to be substantially and demonstrably more qualified, able and competent to perform the duties and responsibilities of the position than all other candidates for the position, that candidate may be appointed to the position. Where such a candidate is appointed, the hiring unit shall forward to the union the name of the successful candidate, their curriculum vitae, and any other non-confidential information that formed the basis of the hiring, with a copy to the candidate who otherwise would have received the position.
- (ii) Pool of Candidates with Required and Preferred Qualifications:
 - (a) Where no appointment is made under (i), then the appointment shall be made from among the candidates with the required and preferred qualifications, according to the provisions of 12.04.1(iv) and, for appointment processes commencing subsequent to September 1, 2021, according to the provisions of 12.04.1(ii)(b-f):
 - (b) Where there is one or more candidates who as per Article 12.06.1 holds incumbency in respect of the course and are in the pool of candidates with required and preferred qualifications and who self-identify as Indigenous or racialized, and
 - (c) Where the data indicates that the Academic Unit in which the appointment is occurring has not met the threshold targets for representation of Indigenous or racialized as per Article 5.03.4 5.03.5;
 - (d) Then the appointment to the position shall be made to an Indigenous or racialized candidate; and if there is more than one such candidate the appointment shall be made according to the provisions in Article 12.04.1(iv);
 - (e) Where such an appointment is made as per (d) and there is a candidate who does not self-identify as Indigenous or racialized and who would have otherwise been appointed to the position by virtue of their seniority and who has incumbency under Article 12.06(1) then such a candidate shall be dealt with under the Letter of Understanding re "Priority for Indigenous or racialized Candidates - Article 12.04.1".
 - (f) No grievance will be filed challenging an appointment made under (d).
- (iii) Pool of Candidates with Required Qualifications:

Where no appointment is made under Article 12.04(ii) because no candidate holds incumbency or has the required and preferred qualifications, then the appointment shall

be made from among the candidates with the required qualifications and according to the provisions in Article 12.04.(iv).

- (iv) (a) The candidate with the most experience gained in applicable teaching, demonstrating, tutoring and marking within the University, subject to Articles 12.09 and 12.10, shall be appointed and, where applicable prior experience (APE) is equal and where the Internal Self-Representation Data indicates that the hiring unit has not met the representation thresholds in Article 5.0.3.4 for Indigenous or Racialized, the candidate who self-identifies as Indigenous or Racialized will be appointed. Where two or more candidates with equal APE self-identify as Indigenous or Racialized, the candidate with the desirable qualifications shall be appointed, except in the case of:

LONG-SERVICE OVERRIDE:

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

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

~~(v) 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.~~

...

12.05 APPOINTMENT CAPS

12.06 INCUMBENCY

...

12.06.2 A candidate who has had a grievance upheld per ~~12.17.3~~ 12.18.3, provided that the posting for the appointment grieved did not contain an error and that the successful grievor possesses reasonable qualifications required for the position, shall be deemed incumbent.

12.07

...

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

12.10 BRIDGE

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

12.13 WRITTEN OFFER OF APPOINTMENT

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

12.19 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 48** months of the approval required by Senate or if the course has been transformed and is offered within **36 48** 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.

ARTICLE 15 – GENERAL

15.01.8 RESOURCES FOR PERSONS WITH DISABILITIES

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

15.10 PARTICIPATION – Employer Counter Proposal Feb 23, 2024

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

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

- (i) Amend the relevant Senate document(s) to clearly state that **contract 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 **contract part-time** faculty members. Such minimum will provide significantly greater representation than is the case at present. It will take into account the variation among faculties of their share of elected seats, and the proportion of teaching done by part-time faculty members in the faculty. The recommended minimum will be 25% of elected Faculty Council seats. It is intended that this process will produce its first Senators by August 31, 1993.

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

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

The employer also agrees to recommend to (and to use its best efforts to persuade) the relevant bodies that consistent rules respecting participation be developed across hiring units (in which CUPE 3903 members have historically done a significant proportion of the work) within a

Faculty. It is understood that, in seeking consistency, it is not the intention to reduce the level of participation currently granted in some hiring units to a lowest common denominator.

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

~~15.104 In the contract year 1998-99, The Vice President (Academic Affairs) will send to each Faculty a copy of the letter attached as Appendix "I" recommending that they consider motions similar to those that were passed by the Faculty of Arts Council concerning the participation of contract faculty.~~

Delete Appendix I

15.105 EXPERIENCE CREDIT FOR PARTICIPATION

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

In support of their participation as per Article 15.10.3 above, contract faculty employees in the CUPE 3903 Unit 2 bargaining unit who are elected or appointed to a committee of an academic unit or Faculty in which they teach, a committee of Senate, or a Task Force or ad hoc committee or working group as may be established by the central administration will receive Type 1 equivalent ~~Type 2~~ APE participation credit as follows:

i. Minimum requirement for APE participation credit

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

ii. Value of APE participation credit

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

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

iv. ~~Article 12.04-1 (iv)~~ 12.05 ("Cap") and Article 12.07 (iv) ("annual accrual of APE")

APE participation credit will be treated the same as other accrued APE in respect of the "cap" pursuant to ~~article 12.04-1 (iv)~~ 12.05 and the provisions regarding the annual accrual

of APE pursuant to Article 12.07 (iv).

v. Reporting APE participation credit

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

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

vi. Updating Work Histories to incorporate APE participation credit

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

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

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

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

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

2. Employees in the Unit 2 bargaining unit will be eligible for a PER allocation at the rate of \$375 for each type 1 or equivalent position (prorated for type 2 or “partial” appointments) held in the previous contract year from September 1 to August 30th to a maximum of \$1125 per contract year.

3. By October 15th annually, the employer will inform employees of their individual PER allocation and any carry forward per 15.21.4 below. Individual PER allocations as per Paragraph 2 above will be adjusted in the event that the PER Fund is not sufficient to cover the required allocations based on the number of assignments in the previous year.

4. An employee may carry forward PER funds for up to three years after which any unspent PER funds will be reabsorbed into the PER Fund.

5. The criteria and procedures regarding the administration of the Professional Expense Reimbursement will be subject to the approval of the Labour/Management Committee.

Letter of Agreement

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

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

ARTICLE 17 – LEAVES

17.06 PAID **pregnancy maternity** LEAVE Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a **pregnant female** employee shall be entitled to paid **pregnancy maternity** leave of up to seventeen thirty-fifths of the period of their Appointment Contract(s). Requests for **Pregnancy Maternity** Leave will be made as soon as practicable and normally no later than one month before the intended start-date of the leave.

17.06.1 YEAR OF SERVICE CREDIT FOR MATERNITY PRIOR TO 1987-88 Prior to the 1987-88 contract year, when there were no **pregnancy maternity** or long-term **pregnancy maternity** leave provisions in the collective agreement, if an employee can demonstrate that they would have been eligible at that time, according to the current collective agreement’s eligibility criteria (except for the requirement for a written request to the Chair), and held APE in the years preceding and following the year in which they would have been entitled to such a leave, they will be credited with 1 year of service for each period that they would have been entitled to such a leave.

17.07 PAID CARE-GIVER LEAVE Upon written request, a paid leave of absence of up to twelve thirty-fifths shall be granted to an employee on the occasion of the birth of a child for which **they are s/he is** going to accept care-giver responsibility. Where **more than one two** employees **have** care-giver responsibility for a new-born child and one is eligible for **pregnancy maternity** leave, they may divide the amount of paid **pregnancy maternity** and care-giver leave between them.

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

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

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

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

- 20.01 Upon ratification the employer will pay to the union \$40,245 towards the union’s Ways & Means Fund, which fund is administered by the union. For 2009-10, effective September 1, 2009, this amount will be increased to \$42,245 and for 2010-11, effective September 1, 2010, this amount will be increased to \$44,245. Effective September 1, 2014, the Employer will pay to the Union \$59,245 towards the Union’s Ways and Means Fund. Effective September 1, 2015, the Employer will pay to the Union \$74,245 for each year of the collective agreement.

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

Upon ratification **of the 2023-26 Collective Agreement** the employer will pay to the Union \$40,245 **\$XX**, **less the amount of \$238,342.09 that was paid to the Union in the fall of 2023**, towards the Union’s Ways & Means Fund, which fund is administered by the Union. For 2009-10 ~~2024-25~~, effective September 1, ~~2009-2024~~, this amount will be increased to \$42,245 **\$YY** and

for ~~2010-11~~ **2025-26**, effective September 1, 2010 **2025**, this amount will be increased to \$44,245 **\$77, and each year thereafter**. Effective September 1, 2014, the Employer will pay to the Union \$59,245 towards the Union's Ways and Means Fund. Effective September 1, 2015, the Employer will pay to the Union \$74,245 for each year of the collective agreement.

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

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

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

LETTER OF UNDERSTANDING – Employer Counter Proposal January 17, 2024

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

The parties agree as follows:

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

LETTER OF UNDERSTANDING – EMPLOYER PROPOSAL FEB 02, 2024

B E T W E E N:

CUPE 3903 Units 1, 2 and 3

(“UNION”)

and

YORK UNIVERSITY

(“UNIVERSITY”)

Re: Paid Adoption Leave

Whereas Paid Adoption Leave is currently provided on the terms set out in the collective agreements¹.

And Whereas, the federal government has proposed amendments to the *Employment Insurance Act (EI Act)* to provide up to 15 weeks of shareable EI adoption benefits.

Now Therefore the parties agree that:

If the legislation passes during the 2023-2026 collective agreement, the University will increase the paid adoption leave in the relevant paid adoption leave article of the collective agreement from twelve thirty-fifths to fifteen thirty-fifths for any paid adoption leaves commencing after that date.

¹ Article 17.08 in Units 1 and Unit 2 and Article 16.10 in Unit 3

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

...

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

For information regarding group health and dental plan benefits see link below:

Link to benefit enrolment form to be included.

For information regarding the terms and conditions of your employment as set out in a collective agreement between York University and CUPE 3903 Unit 2 see link below:

<https://www.yorku.ca/labour/wp-content/uploads/sites/105/2023/08/Unit-2-CA-2020-2023-FINAL-06-062.pdf>

Revised February, 2000

Revised April, 2012

Revised November, 2023

MARCH 7, 2024 - UNIVERSITY DOCUMENT- WITHOUT PREJUDICE – RE CUPE 3903 Unit 2

APPENDIX 1 to Schedule C

**LETTER OF AGREEMENT – Transition to JOB STABILITY PROGRAM
Employer Proposal – March 07, 2024**

Whereas a new Job Stability Program (JSP) will commence on September 1, 2025 with first applications due by November 1, 2024, The parties agree to the following as a transition to the new JSP:

A. Long Service Teaching Appointments (Article 24.07)

1. Regarding Long Service Teaching Appointments (LSTAs), at Article 24.07, in the 2024-25 contract year a minimum of four (4) LSTAs will be offered for September 1, 2024.
2. Notwithstanding Article 24.01 of the Collective Agreement, these LSTAs will be offered to candidates who, as of September 1, 2023, 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). Where the Office of the Provost & Vice-President Academic is unable to make the minimum number of appointments set out 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.

B. Time-Limited Severance Program for Long-Service Contract Faculty

Subject to the Parties' ratification of the York-CUPE 3903 Unit 2 Collective agreement, the Time-Limited Severance Program for Long-Service Contract Faculty (the "TLSP") will be available on a one-time basis, as follows:

1. Eligibility

Employees eligible for the TLSP are those who, effective September 1, 2023, 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); and
- b. APE of 45 Type 1 or equivalent assignments in the last 25 years; and
- 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 payment 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 the TLSP 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 ending with the contract year that ends on August 31, 2023, payable as a retiring allowance.

4. Applications

Employees may apply for the TLSP during the period of April 1, 2024 to April 30, 2024.

The severance will be effective September 1, 2024.

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.

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

ARTICLE 23 – AFFIRMATIVE ACTION – **New Employer Proposal – March 07, 2024**

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) (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 **Provost and 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 **Provost and 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, 2022-2025 and July 1, 2023-2026, in each of those years the Office of the Provost and 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 Provost and 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).~~
 - (iii) 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.
 - (iv) (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 Provost and Vice-President Academic.
- 23.06 If a candidate grieves a decision to not to appoint them their for that position, or the union grieves an the appointment that is made, 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 electronic copies of all notifications of full-time faculty positions submitted to external sources and to share post such notifications on union

bulletin boards in ~~within~~ relevant hiring units, at time of ~~submission~~ ~~posting~~. Further, the employer agrees to publish notification of full-time faculty positions in ~~one internal publication~~ on the York University website.

Job Stability Program

YORK UNIVERSITY – Employer Proposal Feb 02, 2024

("York" / "the University" / "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3903

("the Union")

Unit 2

The Program

(JSP)

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

9. The ~~Committee~~ **Parties** intends that the Program be utilized as the ongoing optimal method for achieving job stability and security for employees in the CUPE 3903 Unit 2 bargaining unit. Therefore, the ~~Committee~~ **Parties** recommends that the Program absorb as much of the Unit 2 work as is practicable. All hiring units with Employees who are eligible for the Program as per Paragraph 16 are expected to participate in the Program by considering the application files they receive and to appoint as many eligible applicants to the Program as is reasonably possible, having regard to the process set out in Paragraphs 18 and 19.

A. The Joint Program Committee (JPC)

10. There will be a new Joint Committee known as the Joint Program Committee (JPC) that will consist of five members from each party, inclusive of support persons.
11. The JPC will have the responsibility to:
 - a. Review and recommend to the Employer information that the Employer provides to the Faculties, hiring units and Employees with regard to the Program.

- b. Review and recommend the information that the Union provides to its members regarding their application to and participation in the Program.
 - c. Review the Employer's reports on any updated enrolment and curriculum trends that will impact on the availability of work for Employees applying for appointment or renewal to the Program for the upcoming year.
 - d. Review the relevant equity data as it pertains to representation rates (see Paragraph 45b. below) within the Program and by mutual agreement, establishing any special measures that may be required to address underrepresentation where equity data indicates that representation rates are below the established threshold representation rates.
 - e. Liaise and seek advice from the Employment Equity Committee with respect to 'd' above as may be required with respect to the establishment of special measures.
 - f. Promote the training and professional development opportunities available to Employees in the Program.
 - g. Any matter specifically referred to the JPC herein; and,
 - h. Any other matter with respect to the Program as mutually agreed between the Parties.
12. The JPC may by mutual written agreement, subject to each of the parties' respective approval processes, revise the Program. Without limiting the generality of the foregoing, such revisions may include:
- a. The implementation of special measures to address underrepresentation where equity data indicates that representation rates are below the established threshold representation rates.
 - b. Revising the length of Program periods in hiring units where such revisions would increase Employee participation in the Program.
13. The JPC will meet not less than three times a year (on or about October 1st, March 1st, and July 1st), and so often as the JPC considers necessary. The three dates will be arranged a year advance.
14. Any dispute arising between the Parties with respect to the terms of the Program may be advanced by the grieving party to Step ~~Four~~ **Two** of the grievance procedure, subject to the time limits set out at Article 6.01 of the Collective Agreement. Failing resolution at Step ~~Four~~ **Two**, the dispute will be resolved promptly through an expeditious mediation-arbitration process., Accordingly, the parties will establish an agreed upon list of mediators/arbitrators to deal with grievances arising from the Program. Additionally, for a twenty-four-month period commencing on May 1, ~~2023~~ **2025**, the parties will solely utilize Chris Albertyn as the mediator/arbitrator and will agree to a series of reserve dates that will be established by December 31, ~~2022~~ **2024** for the one-year periods commencing May 1, ~~2023~~ **2025**, and by December 31, ~~2023~~ **2025** for the one-year period commencing May 1, ~~2024~~ **2026**. Should Chris Albertyn be unable to accept an appointment during the twenty-four-month period, the parties will appoint another mutually agreed upon arbitrator.

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

B. Entering the Program

15. York will notify all eligible Employees in Unit 2 in writing by September 1st that they are eligible for consideration for appointment to the Program beginning the following academic year. An Employee who has exited the Program as per as per Section G, will not be eligible for future entry into the Program.
16. Eligibility for the Program will be based on a minimum amount of previous teaching, being an intensity of at least:
 - a. An average of 1.5 FCEs Type 1 work over the previous three years where the third and final year is at an intensity of no less than 1.5 FCEs of Type 1 work.
 - b. For members of Equity Groups as set out at Article 5.03 of the 2023-2026 Collective Agreement, an average of 1.0 FCE Type 1 work over the previous 3 years at York where the third and final year is at an intensity of no less than 1.5 FCEs of Type 1 work.
 - c. Eligibility for the Program for Employees who have held Tutor 6 positions is as set out at Appendix A.
 - d. Eligibility for the Program for Employees who have held Type 2 positions as set out at Appendix E.
17. Potential applicants interested in applying to enter the Program may avail themselves of the services of the Career and Conversions Advisor (see Letter of Intent 9 of the 2020-2023 Collective Agreement) or of the Mentoring Service available through CUPE 3903 Unit 2 as per Paragraph 43 below.
18. An applicant can apply to enter the Program by no later than November 1st for a September 1st start, by submitting an Application File (the "File") to the Dean(s) or/and Principal, which will include a cover letter, current CV, teaching dossier, York University Work History and Program Application Form. The Program Application Form will ask the applicant to identify:
 1. The courses they believe they are suitable to teach;
 2. Their subject areas of specialisation; and,
 3. The hiring unit(s) within the Faculty or Faculties to which they are applying to enter the Program, for which a maximum of two such hiring units may be identified.
19. Appointments to the Program will be awarded based on the hiring unit's: ~~Type 1 teaching needs and consideration of:~~
 1. Type 1 teaching needs as per Paragraph 16 a. and b. above; or
 2. Tutor 6 teaching needs as per Paragraph 16 c. above; or
 3. Type 2 teaching needs as per Paragraph 16 d. above,

And consideration of:

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

20. On or before April 1st each year, the Employer will notify applicants to the Program in writing whether they have been successful or unsuccessful.
21. Article 12.04.1 (i-iv) of the 2023-2026 Collective Agreement pertaining to Appointments will not apply to appointments within the Program.
22. On or before April 7th each year, the Employer will inform, in writing, the Employees appointed to the Program, or continuing in the Program, of their minimum teaching assignments in the upcoming year (i.e., September 1st to August 31st).
23. The Employer may assign an Employee to work in various hiring units (including across Faculties), including, as may be necessary, units beyond those to which the Employee applied.
24. On or before June 1st each year, the Employer will advise the Union in writing of:
 - a. The names of the Employees who applied to be in the Program.
 - b. The names of those Employees whose applications were unsuccessful.
 - c. The names of the Employees who were successful and will have a new Program appointment as of September 1st.
 - d. The teaching assignments for Employees in the Program for the upcoming contract year.
 - e. Both aggregate and faculty-level reports, of non-confidential representation level data of the Equity Groups among Employees in the Program.
 - f. Data for all hiring units showing the ratio of FCEs that are assigned to Employees in the Program in each hiring unit relative to the total number of Unit 2 FCEs in the unit.

C. Term of the Program and Renewals

25. For each Employee in the Program, each Program period is 5 years in length, beginning on September 1st of the year in which an Employee enters a Program period and ending on August 31st of the Employee's 5th year of the Program period.
26. An Employee in the Program may apply for a renewal within the Program by November 1st of the 5th year of their participation, for a maximum participation in the Program of 15 years (being an initial appointment and 2 renewals), subject to Paragraph 27 below.
27. Notwithstanding Paragraph 26:
 - a. An Employee in the Program, who was in the bargaining unit prior to September 1, 2023, may apply for a 3rd renewal; and
 - b. There shall be no predefined limit on the number of renewals for an Employee in the Program who was in the bargaining unit prior to September 1, 2013.

28. Prior to applying for a Program renewal, an Employee may request and obtain a meeting with the chair of the hiring unit(s) or designated academic administrator in a Dean's/Principal's Office to review the anticipated teaching needs of the academic unit or units to which they are interested in applying, based on the academic unit's or units' anticipated enrolment and curriculum trends and other such data as may be relevant.
29. For renewals within the Program, applications will be assessed using the same process and on the same criteria as used for an initial appointment to the Program.
30. An Employee may seek a leave under the collective agreement or otherwise and may request to pause their participation or eligibility for renewal in the Program for the duration of the leave not exceeding three years. Where a leave is granted during an Employee's Program period the leave shall not extend the end date of the Program period.
 - a. An Employee who commences an approved leave during a Program period, may seek a supplementary period in the Program that is equivalent to the length of their leave, rounded to the higher number of complete years (e.g., an Employee returning from an 18-month leave may seek a renewal of up to 2 years).
 - b. Where an employee requests a supplementary period in the Program in accordance with Paragraph 30.a, the assessment of that request will be limited to the academic unit(s) teaching needs in relation to the employee's previous Application for the Program. An employee request for a supplementary period in accordance with paragraph 30.a will be given priority over renewal applications made in accordance with paragraph 26.
 - c. A supplementary period in the Program per Paragraph 30.a shall not count as a "Program renewal" for the purpose of the limits set out at Paragraphs 26 and 27a above.

D. Guaranteed Workload

31. Using the data that is provided to the JPC in accordance with Paragraph 45.a, the JPC will endeavour to identify, discuss, and communicate to Employees in the bargaining unit, those trends that will enable hiring units to appoint applicants into the Program, or conversely those trends that may limit a hiring unit's ability to appoint applicants into the Program.
32. An Employee's minimum and maximum teaching load in the Program is 2.0 FCEs and 3.0 FCEs per year, respectively, in each of the five years of the Program appointment term.
 - a. The Parties agree that consistent with the purposes of the Program it is preferable to assign Employees a higher rather than lower teaching load within the range of 2.0 to 3.0 FCEs, in meeting the teaching needs of the hiring unit(s).
 - b. Within ~~two one~~ weeks of an Employee receiving their assignment of work for the upcoming year, the Employee may decline any of their Type 1 or Type 2 assignments so long as their total assignment of work is no less than 2.0 FCEs.

33. During an Employee's participation in a Program period an Employee need not make applications for assignment of work up to the Program maximum of 3 FCEs, save in the final year, as a precaution against not being reappointed to the Program.
34. The Employer will have discretion with respect to the work that is assigned to an Employee within the Program and will consider the Employee's application file (see Paragraph 18) in making such assignments, including courses that they have taught previously in the bargaining unit.
35. An Employee's seniority (APE) will accrue in the normal fashion for work performed within the Program.
36. Where a teaching assignment that forms part of an Employee's assignments through the Program is cancelled because of low enrolment, every reasonable effort will be made by the academic unit(s) to find an equivalent alternative assignment for which the Employee is qualified. If no such alternative is found within the same September 1 to August 31 period, the Employee may elect to receive a cancellation payment equivalent to 30% of the rate for the cancelled assignment or request that an equivalent alternative assignment be provided in the next September 1 to August 31 period. This option will continue for each subsequent year through to the final year of the 5-year period. If no equivalent alternative assignment has been found by the end of the fifth year, the Employee will receive a cancellation payment equivalent to 50% of the rate of the cancelled assignment.

E. Supports within the Program

37. While in the Program, Employees will be encouraged to acquire new skills and expertise, and to develop their pedagogical practice.
38. Each Employee in the Program may participate in workshops available through the Teaching Commons and/or available through the York University Library Workshops (for workshops where "faculty" is the targeted Audience). For such participation, the Employee will be paid at the prevailing Marker/Grader hourly rate for such participation for up to 25 hours in a 5-year Program period, as certified by the Teaching Commons and/or the York University Library. For the purposes of payment, the presentation of such certification to the Employee's hiring unit must be made by no later than August 1st in the year in which the employee participated in such training. Payment from the hiring unit to the Employee will occur by no later than the August pay date for that year. An Employee's participation in such workshops shall be excluded from work of the bargaining unit.
39. The Parties, through the York-CUPE 3903 Labour Management Committee will review existing funds and programs provisions that exist in the 2020-23 collective agreement to consider ways in which they can be better utilized and publicized to support the Program².

² Research Grants (Article 15.16), Research Leave (Article 15.15), Conference Travel Fund (Article 15.17), Tuition Costs Fund (Article 15.20), Teaching Development Fund (Article 15.18), Professional Development Fund (Article 15.19), and Tuition Waiver eligibility (Article 15.13).

40. **Commencing in the 5th year of the Program**, the Employer will provide additional Research Leave Funds (Article 15.15 of the 2020-23 Collective Agreement) equivalent to up to the value of twelve (12) Type 1 positions to provide up to four (4) Research Leaves each year that will be open only to Employees in the Program.
- a. To be eligible for one of the four (4) Research Leaves an Employee must be in Year 4 of the Program period (and will make application to take the Research Leave in year 5 of their Program period). An Employee who neither applied for nor received such a Research Leave in the first Program period, may apply for a Research Leave in any year other than the final year of a renewal Program period.
 - b. For clarity, an Employee in the Program may apply for the other Research Leaves specified at Article 15.15, subject to their meeting the eligibility criteria, but may only receive a total of one Research Leave a year. All other provisions set out at Article 15.15 apply to these four (4) additional Research Leaves.
 - c. In accordance with the third paragraph of Article 15.15 of the Collective Agreement an Employee who receives one of these additional Research Leaves may teach up to a maximum of 1 Type 1 positions or its equivalent during the Leave. A Type 1 position will be assigned to the Employee within the Program provided the Employee notifies their Dean they wish to teach within one (1) week of being awarded a Research Leave.
 - d. Regarding any surplus funds under Article 15.15, the Labour Management Committee may agree to direct such funds to Research Leaves under the Program (i.e., to be used by Employees in the Program) rather than Research Leaves under Article 15.15 of the collective agreement.
41. **Commencing in the 2nd year of the Program**, the Employer will provide additional Teaching Development Funds (Article 15.18 of the 2020-23 Collective Agreement), equivalent to the value of two (2) Type 1 positions plus \$6,000.
- a. The funds equivalent to two (2) additional Major Teaching Development Grants will be open to Employees in the Program only and are for the purposes of Major Teaching Development Grants, to a maximum of two (2) such Grants as described at Article 15.18.1 of the 2020-23 Collective Agreement.
 - b. The additional \$6,000 referenced above will be open to Employees in the Program only and will be for the purposes of up to two (2) additional Teaching Development Grants to a maximum \$3,000 each, as per Article 15.18.2 of the 2020-23 Collective Agreement.
 - c. For clarity, an Employee in the Program may apply for the other Teaching Development Grant specified at Article 15.18, subject to their meeting the eligibility criteria, but may only receive a total of one Teaching Development Grant a year. All other provisions set out at Article 15.18 apply to these additional Grants.
 - d. Regarding any surplus funds under Article 15.18, the Labour Management Committee may agree to direct such funds to Teaching Development Funds under this Paragraph (i.e., to be used by Employees in the Program) rather than Teaching Development Funds under Article 15.18 of the Collective Agreement.
42. Commencing no later than ~~August~~ **January 31, 2024 2025**, the Employer will offer annual workshops to Employees on how to apply for Research Leaves and Teaching Development Grants.

43. In addition to the other supports identified here in Section E, **commencing on September 1, 2024** the University will establish a Mentoring Fund, in the amount of \$10,000 per year, to be operated under the aegis of the Union, for the purpose of providing mentoring and other supports to those aspiring to be admitted to the Program, and for those within the Program, with an emphasis on mentoring for members of equity groups. The Union will report annually on the utilization of the fund to the Labour-Management Committee, including an identification of what the Funds were expended on. Unspent monies in this Fund will carry forward to the subsequent year to a maximum total fund amount of \$20,000 as of September 1 in any year and subject to the Union producing the report described above.
44. Further to Paragraph 40, through the York-CUPE 3903 Labour Management Committee, the Parties may mutually agree to redirect unspent monies from the Research Grant Fund (Article 15.16) and/or the Conference Travel Fund (Article 15.17) to Research Leaves (as per Paragraph 40 and Article 15.15) specifically for Employees in the Program and/ to Teaching Development Funds (Paragraph 41 and Article 15.18) specifically for Employees in the Program.

F. Data

45. The JPC will review:
- a. As a standing item on the JPC meeting agenda, the Employer will report on any updated enrolment and curriculum trends that will impact on the availability of work for Employees applying for appointment or renewal to the Program for the upcoming year;
 - b. The relevant equity data as it pertains to representation rates (see Paragraph 54 below) within the Program.
46. The University will, where possible, promptly provide all reasonable requests for data from the JPC. In making any request for data the JPC will consider the data already provided through the existing provisions of the Collective Agreement and through this Program to avoid the duplication of data production.

G. Exiting the Program

47. 1) A Professional Transition Payment equivalent to:
- a. 2.0 FCEs will be provided to an Employee who exits the Program at the end of a first or second Program Period and who elects to forfeit all accrued seniority.
 - b. 1.0 FCEs will be provided to an Employee who exits the Program at the end of a third Program Period and who elects to forfeit all accrued seniority.
- 2) A Severance Payment equivalent to 3.0 FCEs will be provided to an Employee who was in the bargaining unit prior to September 1, 2013 and who exits the Program at the end of a first Program Period. The employment relationship with York University of an Employee who elects to accept a

Severance Payment per this Program is terminated effective the date of receipt of such monies and the Employee loses entitlement to all applicable prior experience and years of service that they have accumulated up to that time, for any and all purposes under the provisions of the collective agreement.

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

H. New Cap

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

I. Equity within the Program

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

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

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

J. Other Collective Agreement Programs

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

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

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

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

K. Commencement of the Program

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

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

61. By September 30 each year the Employer will provide the Union with a list of those hiring units who will be considering applications for the Program in the coming year. Such a list is intended to set expectations and to assist Employees in determining whether they will make an application into the Program and to which hiring unit(s). Those Faculties who are likely to have Employees who are eligible for the Program, but who do not intend to make any appointments into the Program will provide the

JPC with a rationale by the March 1 prior to the commencement of the contract year.

L. Disputes regarding appointments

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

M. Review of collective agreement language

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

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

N. Employees who are not in the Program

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

~~**O. Process**~~

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

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

66. Notwithstanding the eligibility provisions at Paragraph 16 above, commencing on September 1, ~~2025~~ **2026** the Program will be available to Employees who are Racialized or Indigenous or belong to two or more Employment Equity Groups, with less than 5 years of service in the bargaining unit may apply to the Program without the teaching intensity qualifications required at Paragraph 16, on the understanding that such eligibility will be for a single 5-year term only. Following an Employee's 5-year

term appointment in the Direct Entry Program, an Employees will be eligible to apply to the regular Program. An Employee's participation in the Direct Entry Program will count as one period toward the maximum number of renewals in Paragraph 26.

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

68. An employee in the Direct Entry Program:

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

Appendix A

Application of the Job Stability Program to Tutor 6 work

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

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

Appendix B

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

CONTINUING SESSIONAL STANDING PROGRAM

1. Eligibility for the Continuing Sessional Standing Program (CSSP) shall be as per Paragraph 16 of the Letter of Agreement with respect to the Job Stability Program (JSP).
2. Appointment Process – Employees Eligible for a JSP
 - a. **Commencing in September 2024**, the Employer will notify all Employees who are eligible for the JSP in writing by September 1st as per Paragraph 15 of the Letter of Agreement with respect to the JSP. Employees who apply for but do not receive a JSP may receive a Continuing Sessional Standing Program Appointment as set out below.
 - b. On or before each November 1st, employees who are eligible for a JSP may submit an application in accordance with Paragraph 18 of the JSP
 - c. Applicants who do not receive a JSP, will then be considered for a one-year CSSP that will comprise a minimum and maximum teaching load of 2.0 FCEs and 3.0 FCEs.
 - d. On or before ~~April 21st~~ **April 28th** each year, the Employer will inform, in writing, the Employees referenced at Article paragraph 2.b. of whether they have been appointed to the CSSP Program, and if so appointed, of their teaching assignments in the upcoming year (i.e., September 1st to August 31st).
 - e. The Parties agree that consistent with the purposes of the CSSP it is preferable to assign Employees a higher rather than lower teaching load within the range of 2.0 to 3.0 FCEs, in meeting the teaching needs of the hiring unit(s).
 - f. The Employer will have discretion with respect to the work that is assigned to an Employee within the Program and will consider the Employee's application file (see Paragraph 18 of the LOA regarding the JSP) in making such assignments, including courses that they have taught previously in the bargaining unit.
 - g. Within one week (~~by April 28th~~) (**by May 6th**) of an Employee receiving their assignment of work for the upcoming year, the Employee may decline any of their Type 1 or Type 2 assignments so long as their total assignment of work is no less than 2.0 FCEs.
 - h. Following the conclusion of the CSSP exercise, assignments which were not accepted will be posted during the common posting periods, together with other assignments not included in the CSSP.
3. Continuing Sessional Standing Program Guarantee

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

Appendix C

Common Posting Dates

11.04 COMMON POSTING DATES

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

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

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

Appendix D
Short Notice Appointment Pool and Process

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

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

Eligibility for the Pool

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

Appointments from the Pool

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

The Pool and Article 11.10 of the Collective Agreement

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

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

Other

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

Appendix E

Application of the Job Stability Program to Type 2 work

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

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