

May 21, 2020

LETTER OF UNDERSTANDING

B E T W E E N:

CUPE 3903

(“UNION”)

and

YORK UNIVERSITY

(“EMPLOYER”)

RE: UNDERSTANDING ON COVID 19 RELATED ISSUES

THE PARTIES AGREE as follows:

1. The Employer will compensate up to 350 contract faculty members in the CUPE 3903 Unit 2 bargaining unit and Course Directors in the CUPE Unit 1 bargaining unit (collectively “the Course Instructor(s)”) in an amount equivalent to the Marker/Grader rate (\$38.56/hr) for fifteen hours in order to complete the Teaching Commons training course “Instructional Skills for Remote Delivery” where the Course Instructors have been appointed to teach one or more courses remotely/online in the 2020 Summer/S1/S2 Term, the 2020 Fall Term or the 2020-21 F/W Session.
 - a. In order to be eligible for said compensation, a Course Instructor shall complete the “Instructional Skills for Remote Delivery” training course ideally prior to all, but at least prior to one of the 2020 S2 Term, 2020 Fall Term or 2020-21 F/W Session remote/online courses to which they have been appointed.
 - b. Notwithstanding Paragraph 1a, any Course Instructor teaching in the Summer/S1 Term who commenced the “Instructional Skills for Remote Delivery” training course prior to the signing of this Letter of Understanding and who completes said training prior to the completion of their Summer/S1 Term teaching assignment, will be eligible for the compensation set out at Paragraph 1. In such circumstances, notwithstanding Paragraph 1c, compensation will be made at the next possible regular monthly payroll of the current assignment, or if not possible, upon the commencement of the Course Instructor’s next appointment.
 - c. Compensation will be made upon the commencement of the first appointment following the completion of said training. The payment will be made in the initial regular monthly payroll of the appointment.

- d. Participation in said training is outside the scope of the bargaining unit and the collective agreement.
2. Up to eight contract faculty members will be requested to join the Teaching Commons team in the role of Peer Mentor or to undertake other such tasks as may be assigned for the purposes of assisting other York University faculty members to prepare for the remote delivery of courses for a period ending August 31, 2020.
 - a. Contract faculty members in these roles will be compensated in an amount equivalent to the Marker/Grader rate.
 - b. The compensation noted above will also be provided to any contract faculty member who is already participating in the Teaching Commons as a Peer mentor or undertaking other such tasks, for a period ending August 31, 2020.
 - c. Work in these roles is outside the scope of the bargaining unit and the collective agreement.
 3. Pursuant to the provisions of Article 12.22 in the York- CUPE 3903 Unit 2 collective agreement the Employer will provide support relating to requests for members to engage in Article 12.22 course design or reengineering work as follows:
 - a. Any member requested to engage in Article 12.22 course design or reengineering work and who commences the Teaching Commons training “Certificate of Proficiency in Teaching for eLearning” and “The Bold Institute” prior to the 2020 Fall Term or the 2020-21 F/W Session, will be compensated in the amount of a \$1,000 stipend for completion of said training.
 - b. Payment of the amount referenced at Paragraph 3a upon commencing the first appointment following completion of the training. The payment will be made in the initial regular monthly payroll of the appointment.
 - c. Participation in and compensation for said training are outside the scope of the bargaining unit and collective agreement.
 4. The Employer will create a Remote Course Delivery Reimbursement Fund, funded by the Employer in the amount of \$50,000, and administered by the Union.
 - a. The purpose of the fund will be to provide the opportunity for contract faculty and teaching assistants to request a reimbursement for the purchase of services, equipment or software required for remote-delivery related items that they would not have otherwise purchased, in order to directly support the delivery of their courses via remote/online delivery.
 - b. Reimbursement will be to a maximum of \$300 per applicant.

- c. The application must include receipts and a rationale for the purchase.
 - d. The Union will provide a detailed report on the allocation of monies from this Fund to the Employer, which will include in an Excel spreadsheet, the name of employee, the course(s) taught or TAed by the employee for which the reimbursement is being provided, the purchase being reimbursed and the amount of the reimbursement.
 - e. The first \$25,000 of this fund will be released to the Union within 10 working days of the signing of this LOU.
 - f. The second \$25,000 of this fund will be released to the Union within 10 working days of the Union having provided to the Employer the report specified at Paragraph 4d above, when the reimbursements to date have exceeded \$20,000.
 - g. On or before January 10, 2021 the Union will provide the Employer with a final report as specified at Paragraph 4d, at which time all unspent funds will be returned to the Employer.
5. The Employer will make available a one-time amount of \$140,000, which one-time amount will be added to the Ways & Means Fund. The \$140,000 will be subject to the terms of use and reporting requirements of the Fund to which it is added as set out in the applicable articles of the collective agreements.
 6. The parties agree and acknowledge that this Letter of Understanding is reached in relation to the unique circumstances of the COVID-19 pandemic and is without prejudice and without precedent to any and all future matters between the parties. For greater clarity, neither party shall seek to rely upon any term of this Letter of Understanding or any practice arising from the implementation of this Letter of Understanding in any other matter between the parties with respect to the interpretation of any collective agreement provision. In consideration for the University's commitments herein, the Union withdraws its allegation, made via a draft LOU dated April 15, that the Employer has violated Articles 10.05.2 of the York - CUPE 3903 Units 1 and 2 collective agreements. With the exception of any Unit 1 overwork claim (the Union being unaware of any), the terms of this Letter of Understanding are in full satisfaction of claims related to the general transition of courses and/or tutorials from "in person" made necessary due to COVID-19 for the period through until the commencement of a renewal Collective Agreement.
 7. This Letter of Understanding may be executed in multiple counterparts with the same effect as if the Employer and the Union had signed the same document. All counterparts, including facsimile and electronic signatures, shall be construed together, and shall constitute one and the same agreement. Alternatively, this Letter of Understanding is deemed to be signed by all upon their email confirmation thereof.
 8. Mediator Chris Albertyn shall remain seized of any issues arising out of the implementation or enforcement of this Letter of Understanding.

Dated: May 21, 2020

For the Employer:

By email confirmation
May 21, 2020

For the Union:

By email confirmation
May 21, 2020