

Changes to March 25 pass of the parties are marked in bold, italicised red text or with red, italicized strikethrough

April 4, 2024, Union Without Prejudice or Precedent Framework for Settlement

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

B E T W E E N:

YORK UNIVERSITY

(the “Employer”)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903

(the “Union”)

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

1. This Memorandum of Settlement is tabled without prejudice to the employer’s tabling of amended or new proposals in the course of continued collective bargaining.
2. The term of the renewal collective agreement shall be from September 1, 2023, to August 31, 2026, and shall have no retroactive effect whatsoever other than as expressly set out herein.
3. Employees in the bargaining unit as of the date of ratification will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, 2023 up to the date of ratification and what they would have received during the same period of time had the wage, Grant-in-Aid, and Graduate Financial Assistance rates been increased effective September 1, 2023 by **4.75%**. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.
4. The renewal collective agreement shall be in the same form as the predecessor 2020-23 Collective Agreement other than as modified by Schedule “A”, “B”, “C” “D” and “E” to this Memorandum of Settlement.
5. The Union reserves the right to withdraw or amend any or all proposals set out at Schedule “A”, “B”, “C” “D” and “E” if all items not agreed to.
6. All other proposals not included in the final form of this Memorandum of Settlement are withdrawn.
7. The final form of the renewal collective agreement is subject to a housekeeping review including, for example, consecutive numbering of all Articles and numerical consistency in references to Articles throughout the collective agreement.
8. Article numbers set out in Schedules “A”, “B” and “C” and “D” below are taken from the 2020-23 Collective Agreement and are subject to change in accordance with agreements reached in Schedule “C”.

Schedule “A” to Memorandum of Settlement for A Renewal Collective Agreement**Proposal Regarding Bill 124 Wage Re-Opener**

1. In recognition of the fact that Bill 124, enacted by the Ontario government in 2019, placed unconstitutional restrictions on CUPE 3903's right to free collective bargaining in negotiating contracts for the three-year period covering September 1, 2020 to August 31, 2023, the Union is seeking mutual agreement on any Bill 124 re-opener issues for the 3-year moderation period from September 1, 2020, to August 31, 2023, in the context of negotiations for a multi-year renewal collective agreement on compensation issues from September 1, 2023, onward.
2. Moderation Period Pay Increases:
 - a. Effective September 1, 2020, retroactive increase to Article 10.04.1 (Salary Rates), and Article 15.03.1 (Authorized Replacement) of ~~3.25%~~ **4%**.
 - b. Effective September 1, 2021, retroactive increase to Article 10.04.1 (Salary Rates) and Article 15.03.1 (Authorized Replacement) of ~~3.5%~~ **4%**.
 - c. Effective September 1, 2022, retroactive increase to Article 10.04.1 (Salary Rates), and Article 15.03.1 (Authorized Replacement) of ~~3.75%~~ **4%**.
3. Employees who held appointments in the bargaining unit during the moderation period will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, 2020, up to the date of August 31, 2023. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.

Schedule “B” to Memorandum of Settlement for A Renewal Collective Agreement**Proposals Regarding Salary****1. Article 10.04.1 (Salary Rates) and Article 15.03.1 (Authorized Replacement)**

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

- ~~4.75%~~ ~~5%~~ effective September 1, 2023;
- ~~4.0%~~ ~~5%~~ September 1, 2024;
- ~~3.75%~~ ~~5%~~ September 1, 2025.

Schedule “C” to Memorandum of Settlement for A Renewal Collective Agreement

Agreed to Items

1. Article 1.03 – Definitions
2. Article 3.01 – Employees Represented
3. Article 4.01 – Discrimination
4. Article 4.03 – Sexual & Gender Harassment
5. Article 4.04 – Racial & Ethnic Harassment
6. Article 4.06 – Printing Collective Agreement
7. Article 5.01.1-5.01.3 – Labour Management Committees *[signed off 2024-03-06]*
8. Article 5.03.4 – Use and Reporting of Data
9. Article 5.03.5 – Underrepresentation
10. Article 7 – Arbitration
11. Article 8 – Discipline
12. Article 10.01 – Workload
13. Article 10.04.4 – Tutor 3 Definition
14. Article 10.08 Vacation Pay
15. Article 12.02.1 – Applications
16. Article 12.02.2 – Applications
17. Article 12.04 - Appointments
18. Article 12.13 – Written Offer of Appointment
19. Article 12.19 – Appointment Information *[signed off 2023-12-20]*
20. Article 12.22 – Request to Design a Course
21. Article 15.10 – Participation
22. Article 15.12.2 – Childcare Fund
23. Article 15.19 – Professional Development Fund
24. Article 15.24 – Equity Fund
25. Article 15.29 – Fund Protection
26. Article 17.06 – Pregnancy Leave
27. Article 17.09 – Unpaid Parental Leave
28. Article 17.10 – Pregnancy Leave Replacements
29. Article 17.11 – Supplemental Benefits
30. Article 19.01 – Duration of the agreement
31. Letter of Intent #1 *[signed off 2024-02-02]*
32. Letter of Intent #16
33. Letter of Understanding – Representation Thresholds
34. Letter of Understanding – Severance *[signed off 2024-02-02]*
35. Appendix B - Contract Teaching – Offer of Appointment
36. Appendix I – Workload Form

Note: All existing collective agreement language not captured by the changes to the articles below is retained (stet).

ARTICLE 1 – PURPOSE AND DEFINITIONS

1.02 Definitions

1.02.1 Definition of Day

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

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

ARTICLE 3.01 – EMPLOYEES REPRESENTED

- 3.01.1 The employer recognizes the union as the exclusive bargaining agent for all its employees employed in teaching, demonstrating, tutoring and marking, save and except:
- (1) All persons who are employed in the Faculty of Law, the Schulich School of Business, the Department of Administrative Studies in the Faculty of Liberal Arts and Professional Studies, the ~~Centre for~~ **School of Continuing Studies Education** or in courses intended primarily for students who are not registered in a degree credit program;
 - (2) All full-time graduate students registered at York University;
 - (3) All persons holding part-time appointments at or above the rank of lecturer;
 - (4) Persons whose salaries are paid from other than operating funds;
 - (5) Persons holding full-time academic appointments at the University;
 - (6) Persons employed in a confidential labour relations capacity;
 - (7) All persons engaged in graduate level teaching in the Faculty of Environmental **and Urban Change Studies**;
 - (8) All retirees from the full-time faculty of York University whose terms and conditions of employment are governed by the terms of the YUFA collective agreement.

ARTICLE 4 – DISCRIMINATION AND HARASSMENT

4.01 [...]

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

[...]

4.03 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT

4.03.1 [...]

(iv) to discipline, where appropriate, an employee–~~harasser~~ **respondent** pursuant to the provisions of Article 8.

[...]

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

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

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

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

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

4.03.56 When a grievance [...]

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

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

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

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

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

[...]**[Renumber subsequent articles as necessary]**

4.03.12 Reprisal

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

4.04 RACIAL AND ETHNIC HARASSMENT

4.04.1 The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language (~~subject to Article 12.02.1~~), race, colour, ethnicity, ancestry, place of origin, nationality, and/or religion, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial and ethnic harassment are serious issues, the employer undertakes that no York University student who is or has

been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in their student status or employment status as a result of suffering work-related racial or ethnic harassment.

In keeping with this objective, the parties agree:

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

The employer further agrees:

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

[...]

- 4.04.3 On receipt of a complaint of sexual and/or gender harassment from **or against** an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow **the University Human Rights Policy and Procedures (the "Procedures")**, to address the complaint, **subject to the provisions of the Collective Agreement**.

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

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

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

4.04.4 Separation of Complainant and Respondent

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

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

- (i) the complainant-employee may grieve a decision not to separate the parties;**
- (ii) the employee, whether complainant or respondent, may grieve if they believe that in consequence of the arrangement for separation of the parties, they have**

incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.

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

[...]

4.04.7 ~~Separation of Complainant and Alleged Harasser~~

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

[...]**[Renumber subsequent articles as necessary]**

4.04.12 Reprisal

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

[...]

4.06 PRINTING AGREEMENT

- 4.06.1 The Employer shall prepare the final form of this agreement for approval of the parties prior to printing. The Employer shall assume responsibility for ~~the printing and distributing to all bargaining unit members and the Union, and distribution of the~~ **agreed to number** of sufficient copies of the agreed upon final form of this agreement. The parties agree to share equally the costs of printing the agreement. The Employer is also responsible for ensuring that members with visual impairments have access to the collective agreement in an appropriate and accessible format.
- 4.06.2 The Union shall be responsible for translating the collective agreement into French and printing sufficient copies of the translated agreement for its bilingual and Francophone members and the employer. The Employer agrees to bear one-half the cost of translating the agreement to a maximum of \$5000. The Employer also agrees to bear one-half the cost of printing and distributing **a maximum of** 100 copies of the translated agreement.
- 4.06.3 Where there is any disagreement as to the interpretation of this agreement, the English version shall be binding.

ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES

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

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

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

[...]

5.030-3.4 Use and Reporting of Data

- (1) The following data establishes the foundation which the parties will rely on for decision-making in support of the mandate set out at Article 5.0.3.1(c):
 - (a) External Availability Data.
 - (b) Internal Self-identification Representation Data for the most recent consecutive three contract years for which the data is available as of the November 1 preceding the contract year for which appointment decisions will be made.
 - (c) Internal Self-identification Representation Data available as of November 1 each year correlated with employment-related information, including number of positions held, position type, and salaries, per Article 5.03.1(~~ed~~).

[...]

- (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(1)(b) and (c), and (d)–(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(~~ed~~).

- (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, Internal Self-identification 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.**

[...]

~~Representation data for persons with disabilities is not available either for Toronto or nationally~~ **Persons with Disabilities: 8.9% *as of November 2023**

ARTICLE 6 – GRIEVANCE PROCEDURE

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

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

- 6.02 The employer acknowledges the rights and duties of the union officers and stewards to assist employees in preparing and presenting a grievance. ~~The union may form a Grievance Committee for this purpose.~~
- 6.03 **INFORMAL RESOLUTION STEP ONE:** If an employee believes they may have a grievance, they may first submit a grievance to and discuss the matter with their Chair or equivalent, accompanied by their steward or Union representative if they so wish. ~~The Chair shall give their reply in writing within ten calendar days of receiving the grievance.~~ their immediate supervisor, accompanied by their steward if they so wish. The supervisor shall give their reply **in writing** within five calendar days.
- 6.04 **STEP ONE TWO:** If the grievance **matter** is not resolved **through informal resolution** at Step One, or where Step One is not exercised, it shall be set forth in writing **as a grievance**, be signed by the grievor and a union representative and given to their Chair or equivalent within ~~twenty-eight~~**fourteen** calendar days. At this point, the written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Chair or equivalent shall convene a meeting to discuss the grievance within ten calendar days of the receipt of the grievance and shall give their reply, in writing, within ten calendar days of that meeting.
- 6.05 **STEP TWO THREE:** If the grievance is not resolved at Step ~~One Two~~, the ~~Grievance Committee shall submit the grievance to the Dean of the faculty in question within seventeen calendar days of the date of the Step Two reply.~~ **the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate within seventeen calendar days of the date of the Step One reply.** The Dean or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance and shall give their reply, in writing, within ~~ten~~ **twenty-one** calendar days after that meeting.
- ~~6.06 STEP FOUR:~~ If the grievance is not resolved at Step Three, the ~~Grievance Committee shall submit the grievance to the Executive Director, Faculty Relations within seventeen calendar days of the date of the Step Three reply. The Executive Director, Faculty Relations or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of receipt of the grievance and shall give their reply, in writing, within twenty one calendar days of that meeting.~~
- 6.06 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~~ **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 ~~or Arbitration Board~~.
- 6.07 Subject to Article ~~6-146.13~~ **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.

- 6.08 GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step ~~Two~~**One** if the employees are all employed within a single hiring unit, or at Step ~~Three~~**Two** if employed in different hiring units, **subject to the time limits set out in 6.01 above.** ~~or at Step Four if employed in different faculties.~~
- 6.09 POLICY GRIEVANCE: A policy grievance, defined as involving question of general application or interpretation of this agreement, ~~may~~ **will** be initiated by the union at Step ~~Three or Step Four, as appropriate~~ **Two**, subject to the time limits set out in 6.01 above.
- 6.10** UNION GRIEVANCE: The union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the union, and to seek adjustment with the employer in the manner provided for in this article. Such grievances may be initiated at Step ~~Three~~ **Two**, **subject to the time limits set out in 6.01 above.**
- 6.11 If the union notifies the employer in writing of an alleged violation of the collective agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Such notification shall include a detailed statement of the matter in dispute and the specific provision(s) or interpretation of the agreement that allegedly have been violated.
- 6.12 The withdrawal of a grievance at any Step shall be without prejudice to grievances on similar matters if the employer receives written notification of this decision from the union. Settlements by the Employer of **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.
- 6.13 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.
- 6.14 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.
- 6.15 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.
- 6.16 The parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the grievance(s) shall only be made available on a need to know basis. The parties further agree that a publication of a summary of the grievance(s) in a union newsletter shall not violate the principle of confidentiality.
- 6.17 No bargaining unit member in a supervisory capacity will be required to hear or attend the grievance hearings of another employee. The member in the supervisory capacity

shall suffer no penalty in their employment or academic standing for exercising their rights under this article. In no way does this provision relieve the bargaining unit member of any other supervisory duties and responsibilities.

- 6.18 A grievor has the right to attend their grievance hearing at any step after **Informal Resolution** ~~Step One~~ and not face their supervisor directly in such a hearing.
- 6.19 It is understood by the parties that, in the case of a successful or settled grievance, where the individual does not receive the agreed upon compensation within thirty days of the sign-off date, said payment will begin to accrue interest at the annualized rate which the University is receiving for its short-term investments at that time. The interest payment will be pro-rated.
- 6.20 Grievances concerning harassment, discrimination, or disability may be initiated at Step **Two** ~~Four~~.

ARTICLE 7 – ARBITRATION

- 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, t~~The union shall, in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The employer shall respond within ten working days, either agreeing to the union's proposed single Arbitrator or suggesting alternative Arbitrators. If the employer fails to respond within thirty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union. If the parties cannot agree on an Arbitrator within thirty days, either party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.
- 7.02 ~~The union's request for a Board of Arbitration shall name that party's appointee to the Board of Arbitration. Upon receipt of the notice, the employer shall, within forty five days, advise the union of the name of its appointee to the Board of Arbitration. If the employer fails to respond within forty five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union.~~
- 7.03 ~~The appointees to the Board of Arbitration shall then meet to decide upon the selection of the Chair of the Board. If the parties cannot agree upon the selection of the Chair within twenty one days, either party may request the Minister of Labour for the Province of Ontario to appoint an impartial third member as Chair.~~
- 7.024 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.
- 7.035 ~~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.
- 7.046 ~~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.

- 7.0~~57~~⁶⁸—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.
- 7.0~~68~~⁷⁹—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.
- 7.0~~79~~⁸⁴⁰—Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.
- 7.0~~840~~⁹—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.

ARTICLE 8 – DISCIPLINE

[...]

8.03.1

Subject to 8.03.3:

STEP ONE: NOTICE OF MEETING

- (i) Prior to any consideration of discipline, the Chair/**Director**, ~~or~~ Dean, or designate who has received a Formal Complaint under the University's Procedures for Dealing With Complaints of Harassment or Discrimination, or a complaint concerning the professional performance and/or conduct of an employee which is inappropriate to the employment relationship, including sexual and/or gender or racial and/or ethnic harassment, shall, within twenty-one calendar days of receiving the complaint, notify the employee and the union and schedule a meeting to discuss the subject matter of the complaint informally. (Where there has been a Formal Complaint under the University's Procedures for Dealing With Complaints of Harassment or Discrimination, it is understood that an investigation into such a complaint can require a longer process. It is agreed that any such investigation shall be conducted as expeditiously as possible so as to be completed within 90 calendar days of the initial Step One Meeting, or such longer time as the parties may mutually agree.) Such Notice of Meeting shall be in writing using a letter or letters similar to the form contained in Appendix C and shall contain a brief but clear statement of the allegations which form the basis of the complaint, of the employee's right to union representation at the meeting, as well as the time, place and date of the meeting, and shall inform the employee that they may request an alternative meeting time.
- (ii) If the complaint is not dismissed or otherwise resolved as a result of the meeting referred to in 8.03.1(i), or where the employee waives explicitly, or implicitly by not attending, their opportunity for such meeting, and the Chair/**Director**, Dean, ~~Director~~ or designate determines that further action is warranted, they shall do one of the following:

- (a) where the employee concerned is within two years of the start date of their first appointment in Unit 2, establish a Competence and Ability Review Period (CARP) subject to Article 12.09.2 of the Unit 2 collective agreement;
- (b) initiate a formal evaluation pursuant to Article 13;
- (c) send a Letter of Warning to the employee.

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

- (iii) The decision to establish a CARP or to initiate a formal evaluation (per (a) or (b) above) shall be communicated in writing to the employee within fourteen (14) calendar days of the meeting date or the date scheduled for the meeting. Where a letter respecting establishment of a CARP or initiation of a formal evaluation is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of the Director, Faculty Relations ~~the Assistant Vice President (HR&ER)~~ shall be the only parties to receive a copy.
- (iv) [...]

8.03.2

STEP TWO: LETTER OF WARNING

- (i) The decision to send a Letter of Warning (per 8.03.1(ii)(c) above) shall be communicated in writing to the employee within fourteen ~~(14)~~ calendar days of the meeting date or the date scheduled for the meeting. Where a Letter of Warning is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of the ~~Executive~~ Director, Faculty Relations shall be the only parties to receive a copy.
- (ii) The Letter of Warning shall state that discipline may be considered, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the Letter of Warning ~~complaint~~ and/or, where the complaint concerns the standard of the employee's work, if the employee fails to bring their work up to a reasonable standard by a given date. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.
- (iii) [...]

8.03.3

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

[...]

8.07

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

[...]

ARTICLE 10 – POSITIONS AND RATES OF PAY**10.01 WORKLOAD**

The Parties recognize that many variables are associated with identifying and defining the requirements for preparing and teaching in a course. Nevertheless, the under-noted position titles and minimum salary or hourly rates shall apply and, so far as practicable, the duties and responsibilities of a particular appointment shall be discussed and agreed upon prior to the start of that appointment.

10.01.1 TYPE 2 WORKLOAD

- (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 one-third of the workload for a Type 1 position, or 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) and (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 10.01.1 (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.*~~work performed by the Tutor or Instructor up to the time a workload meeting is held shall normally be deemed to have been assigned and/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(i), 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 teaching assistant 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, 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 10.01.2 and 10.01.3 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 according to the expedited grievance procedure in Article 6.14+5.

(iv) Notwithstanding 10.01.1 (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).**

[...]

10.04.4 DEFINITIONS

“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

12.02 APPLICATIONS

- 12.02.1 (i) All applicants for positions must apply directly and in writing, providing an updated application (specific or general, see Appendix F) and current curriculum vitae, unless a current curriculum vitae is already on file, to each of the hiring units in which they seek employment. In the School of Nursing, applicants will be responsible for highlighting in a separate section of their current curriculum vitae any required current practice qualifications. A general application shall be submitted between 15 November and 31 January, and shall apply to all positions in the hiring unit for all academic sessions that commence during the twelve months following 31 January. The employer agrees to notify all employees of the dates for submitting general applications. The employer undertakes that no appointments shall be made prior to 31 January. Any applications submitted outside of these dates shall be specific to a particular position(s).

[...]

- (iii) For information and illustrative purposes: Starting with the 2021-22 posting exercises the School of Nursing has revised its postings for Clinical Course Director positions to substitute the phrasing regarding Proof of Practice with phrasing regarding the documentation of any required current practice (144 hours over the last 12 months prior to the submission of this application) qualifications. That phrasing indicates that applicants are required to highlight this required current practice qualification in a separate section of their current CV submitted with their application. This information includes:**

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

- (iv) Applicants for Clinical Course Directorships will be expected to possess and/or maintain the currency component of the posted Required Qualifications.**

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

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

12.04.1

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:

[...]

(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 12.04.1(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 12.04.1(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:

[...]

- ~~(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.~~

LONG-SERVICE OVERRIDE:

(b) Where a candidate has a total of at least five years of service in the bargaining unit in each of which they have accrued applicable prior experience for one Type 1 position or its equivalent as provided by ~~12.06 (ii)~~ **12.07** and have at least three more years of such service than the number of years of such service of the candidate otherwise entitled to the position as per (iv)(a), they shall be appointed;

[...]

12.05 **APPOINTMENTS CAP INCUMBENCY**

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

12.06 INCUMBENCY

12.06.1 Notwithstanding the required and preferred qualifications, a candidate who has held a given position within the past 36 months shall be deemed to meet both the required and preferred qualifications for the position provided that the nature and/or substance of the course have not been substantially altered. For candidates who are members of the Affirmative Action Pool the latter time will be increased to 42 months. Similarly, on the occasion of an employee returning to the bargaining unit from a contractually limited appointment of more than 36 months, the latter time limit will be increased to 42 months.

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

[...]

12.07 **APPLICABLE PRIOR EXPERIENCE**

[...]

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

no limit.

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

[...]

- 12.10.1 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 APPOINTMENT INFORMATION

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

12.22 REQUEST TO DESIGN A COURSE

[...]

- (ii) If the course is new and is offered within ~~48~~ **36** months of the approval required by Senate or if the course has been transformed and is offered within ~~48~~ **36** months of completion of the transformation of the course into an on-line or blended course, the course designer will be appointed as the course director the first two times the course is offered within this period if the course is a full course and the first three times the course is offered within this period if the course is a half course, regardless of the provisions of Articles 11 and 12.

[...]

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.

ARTICLE 15 – GENERAL

{!} Further to the agreed-to language in 15.10 Participation, below, the Union will withdraw its Policy Grievance with respect to this matter, dated February 3, 2023, subject to the Employer's agreement to the participation language in the Unit 2 CA. {!}

15.10 PARTICIPATION

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

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

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

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

~~{!} delete appendix I {!}~~

15.10.5 EXPERIENCE CREDIT FOR PARTICIPATION

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

In support of their participation as per Article 15.10.3 above, contract faculty employees in the CUPE 3903 Unit 2 bargaining unit who are elected or appointed to a committee of an academic unit or faculty in which they teach, a committee of Senate, or a Task Force or ad hoc committee or working group as may be established by the central administration will receive *Type 1 equivalent* 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 12.05 ("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 12.05 and the provisions regarding the annual accrual of APE pursuant to Article 12.07 (iv).

v. Reporting APE participation credit

Contract faculty employees intending to receive APE participation

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

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

[...]

15.12.1 CHILDCARE FUND [...]

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.** [...]

[...]

15.16 PROFESSIONAL DEVELOPMENT FUND

The Employer agrees to contribute to the Professional Development Fund **as follows:** ~~\$138,370 effective September 1, 2020, \$139,754 effective September 1, 2021, and \$141,152 effective September 1, 2022.~~

\$142,564 Effective September 1, 2023,

\$143,989 Effective September 1, 2024,

\$145,430 Effective September 1, 2025, and each September 1 thereafter.

15.21 PROFESSIONAL EXPENSE REIMBURSEMENT

Effective **annually on** September 1, ~~2017-2024~~ the employer will allocate ~~\$275,000~~ **\$300,000** for the distribution of a Professional Expense Reimbursement (**“PER” fund** (**“PER Fund”**), which will be made available to Unit 2 employees on the following basis: \$375 for each type 1 or equivalent position (prorated for type 2 or “partial” appointments) to a maximum of \$1,125 per year. At the end of each contract year the unexpended portion of these funds shall be rolled over for following years with the following condition: any individual PER allocations which remain unspent after 3 years of initial allocation will be reabsorbed into the fund. The criteria and procedures regarding the administration of the Professional Expense Reimbursement will be subject to the approval of the Labour/Management Committee.

15.24 EQUITY FUND

~~In 2005-2006 a new Equity Fund will be established. In each year of the collective agreement~~ **the Employer shall contribute \$10,000 will be allocated** to this Fund to be used as matching funds for a CUPE 3903 Employment Equity Officer. The allocation to this fund will be **\$10,100** effective September 1, ~~2020~~**2023**, **\$10,201** effective September 1, ~~2021~~**2024**, and **\$10,303** effective September 1, ~~2022~~**2025**. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

15.29 FUND PROTECTION

There will be no diminution in the per employee amount in the funds listed below during the term of this collective agreement as a result of an increase in the number of employees in the bargaining unit as at October 1, 2023~~39~~ and October 1, 2024~~44~~ and October 1, 2025~~52~~. Growth in the number of employees will be measured on the basis of a two year collective agreement lag using October 1st as the date. For the ~~2020-2023~~ **2023-2026** collective agreement, growth in the number of employees will therefore be measured on the basis of the number of employees as of **October 1, 2014**. In the case of the funds below where such is indicated, the basis on which growth in the number of employees will be measured is the growth in the number of employees who are eligible to use the funds.

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.

...

17.09 CARE-GIVER **UNPAID PARENTAL** LEAVE ~~—TIME OFF~~

Upon written request, the **pregnant employee natural mother** shall be entitled to **an unpaid parental** leave of up to **sixty-one** ~~thirty-five~~ weeks in time off, **in addition to the** ~~including the paid portion of~~ leave specified in Article 17.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to sixty-three ~~twenty~~ weeks in time off, including the paid portion of leave specified in Articles 17.07 and 17.08.

17.10 **PREGNANCY MATERNITY** LEAVE REPLACEMENTS

It is understood that in replacing an employee off on **pregnancy/caregiver maternity/parental** leave, the employer shall ensure that any initial replacement posting has the same qualifications as the original posting for the position and the employer shall ensure that any selected candidate meets the posted qualifications. If the position is not filled by way of the initial posting and the employer re-posts the position with lesser qualifications, then the selected replacement employee will not be able to exercise incumbency achieved by way of the replacement period against the employee on leave.

17.11 SUPPLEMENTAL BENEFITS

The employer shall maintain a “Supplemental Unemployment Benefits Plan” pursuant to the Employment Insurance Act and - 56 - Regulations in regard to **pregnancy maternity**, parental and adoption leave. The employer shall make amendments as appropriate to ensure that the Plan provides the maximum permissible benefits in conjunction with Articles 17.06, 17.07 or 17.08.

ARTICLE 19 – DURATION AND MODIFICATION OF AGREEMENT

- 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.

LETTERS OF INTENT

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

LETTER OF UNDERSTANDING

PRIORITY FOR INDIGENOUS OR RACIALIZED CANDIDATES – ARTICLE 12.04.1

[...]

[1.] (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 ~~42.04.1(v)~~ **12.05** in the academic year in which these circumstances occur.

[...]

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 – REPRESENTATION THRESHOLDS

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.

LETTER OF UNDERSTANDING SEVERANCE

Upon application, an individual who meets the following criteria:

- minimally, has applied per “normal” historical application profile and was available for appointment to those positions and was appointed to 50% or less of their average course load over that 10 year period.

- does not hold a full-time position at York University or elsewhere at the time of application for unit 2 work nor in the year preceding (not including persons on a leave of absence under Article 15.15, or as a CLA in YUFA):

- has held at least an average of two Type 1 or equivalent positions per year over the last 10 years and has held at least one Type 1 or equivalent position in eight of the last 10 years immediately preceding the severance years.

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

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

[...]

APPENDIX B:

YORK UNIVERSITY CONTRACT TEACHING – OFFER OF APPOINTMENT

[...]

[...]

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

UNIVERSITY FACULTY RELATIONS

Signature/Date

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

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-FI-NAL-06-062.pdf>**

Revised February, 2000
Revised April, 2012
Revised November 2023

[...]

APPENDIX I

WORKLOAD FORM FOR UNIT 2 TYPE 2 POSITIONS

Type 2 positions (i.e., Tutor 1, Tutor 2 (Demonstrator: 3 lab hrs/wk), Tutor 6 (Studio Instructor), Visual Arts Tutor 6, Tutor 7 (Miscellaneous), or Instructor (Faculty of Education) positions)).

YORK UNIVERSITY

[Department & Faculty]

Assignment of Duties for Type 2 Positions

(Copy to Employee, Course Director/Supervisor, Hiring Unit's Administrative Assistant, and CUPE 3903)

Course Supervisor

Course #

Employee

Position Type (e.g., Tutor 2, Tutor 6)

Section/Tutorial # and No. of students
Per group (if applicable)

Faculty/Department

Assigned Duties (as total number of hours)
(Employees need not be assigned duties in all categories)

(A) POSSIBLE DUTIES	DETAILS	HOURS	
		First Second (mid-contract) Meeting Meeting	
Tutorial, Lab, Studio Hours			
Lecture Attendance			
Office Hours			
Preparation			
Grading – Assignment/Test #1			
Grading – Assignment/Test #2			

<i>Grading – Assignment/Test #3</i>			
<i>Exam Grading</i>			
<i>Meetings</i>			
<i>Invigilation</i>			
<i>Training (as per Article 10.04.5)</i>			
<i>B) POSSIBLE DUTIES WITH CONSENT</i>			
<i>Lecturing</i>			
<i>Other (Please Detail)</i>			
<i>Other (Please Detail)</i>			
TOTAL HOURS: (Max 135 hours for each assignment)			

First meeting date: _____

Second meeting date:

Signature of Employee

Signature of Employee

Signature of Course Supervisor

Signature of Course Supervisor

**Schedule “D” to Memorandum of Settlement for A Renewal Collective Agreement
Proposals Regarding Benefits, Collective Agreement Funds and Other Monetary
Proposals**

1. Article 10.13 and Article 10.15 (Drug & Paramedical Services)
2. Article 10.11 and Article 10.15 (Dental Plan)
3. Article 10.14.1 and 10.18 (Vision Plan)
4. Article 10.11.2, 10.13.2, and 10.14.2, (10.19) (Benefits Extension)
5. Article 10.13 (Drug and Paramedical Services Plan)
6. Article 15.08.1 Executive Service
7. Article 15.12 Childcare Fund
8. Article 15.20 CUPE Benefits Fund
9. Article 15.32 (Support Fund for Members Experiencing Racial Discrimination, Harassment, and Violence)
10. Article 15.33 (Mentoring Fund)
11. Articles 17.07 & 17.08 (Paid Care-giver and Adoption leaves)
12. Article 20 (Ways & Means Fund)
13. Article 12.01.3 (Continuing Sessional Standing Program)
14. Article 15.27 (Post-Retirement Benefits)
15. Article 23 (Affirmative Action)
16. Article 24 (Long Service Teaching Appointments)
17. Article 25 (Transitional Continuing Appointment Program)
18. Article 26 (Long Service Reward – Severance)
19. Article 27 (Compensation for Restructuring)
20. Memorandum of Settlement (Special Renewable Contracts)

1. Article 10.13 and Article 10.15 (Drug & Paramedical Services)

- Increase paramedical services coverage to \$4,000 per year for members and dependents
- Increase internal cap on paramedical benefits to \$2,600.{!}

2. Article 10.11 and Article 10.15 (Dental Plan)

- Add 50% to Orthodontics for members and dependents

3. Article 10.14.1 and 10.18 (Vision Plan)

- Increase vision care coverage to \$600 every 24 months for members and dependents

4. Article 10.11.2, 10.13.2, and 10.14.2, (10.19) (Benefits Extension)

- Increase extension of Benefits coverage to seven (7) months after end of last contract

5. Article 10.13 (Drug and Paramedical Services Plan)

- Amend the ASO Plan Booklet to add the following to coverage:

HEARING AIDS

To correct a hearing impairment, the Plan will cover hearing aids, including maintenance and repairs, prescribed in writing by an Ear, Nose and Throat

(E.N.T.) specialist, Otolaryngologist, Medical Doctor (M.D.) or an Audiologist, up to a maximum of \$3000 per person ~~every three years for the three-year benefit period commencing September 1, 2023.~~

In addition to the more usual hearing aid devices, coverage will also include expenses for aids to hearing if prescribed by a medical doctor. These will include:

A device that produces extra-loud audible signals such as a bell, horn, or buzzer;

A device to permit the volume adjustment of telephone equipment above normal levels;

A bone-conduction telephone receiver; and

The batteries that are required for that purpose, and repairs;

Teletypewriter or similar device, including a telephone ringing indicator that enables an individual to make and receive telephone calls;

A device to decode special television signals to permit the script of a program to be visually displayed; and

A visual or vibratory signaling device, including a visual fire alarm indicator, for an individual with a hearing impairment.

Coverage may be coordinated with the Assistive Devices Program administered by the Province.

6. Article 15.08.1 Executive Service

15.08.1 In recognition of the fact that service on the union executive limits the ability of employees to make themselves available for employment, the employer agrees to pay the union by 30 September of each year the equivalent of the salary of ~~eight~~ **fourteen** course directors, in full satisfaction of the employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 collective agreements. These monies shall be distributed among the members of the executive as seen fit by the union.

7. Article 15.12 CHILDCARE FUND

[...]

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 **\$65,000**~~\$50,000~~. By September 30 of each academic year, the employer will allocate \$50,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. Any remaining amount from the subsidies that goes unused shall be reallocated towards operational costs of the Student Centre Childcare Facility. An annual report on

the expenditure of this money shall be submitted in writing to the Labour/Management Committee.

- 15.12.3 By September 30 of each academic year the employer will allocate ~~\$65,000~~~~\$50,000~~ to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.
- 15.12.4 **The Employer shall contribute to the Childcare Fund in each year of the Collective Agreement.** ~~Effective September 1, 2021, and every 12 months thereafter, the Employer will contribute to the Childcare Fund annually.~~ The Employer's contribution will be \$262,600 effective September 1, 2020, \$265,226 effective September 1, 2021, and \$267,878 effective September 1, 2022 **\$295,000 effective September 1, 2023, \$310,000 effective September 1, 2024, and \$325,000 effective September 1, 2025.** Allocations from the Fund will be made by the Union. An Annual Report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.

8. Article 15.30 CUPE 3903 BENEFITS FUND

~~Effective September 1, 2021, and every 12 months thereafter, the Employer agrees to contribute an amount~~ **The Employer will contribute to the CUPE Benefits Fund each year of the Collective Agreement** to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. ~~The amount contributed by the Employer is \$311,000 effective September 1, 2020, \$387,000 effective September 1, 2021, and \$472,000 effective September 1, 2022.~~ **\$500,000 will be allocated to this fund effective September 1, 2023, \$525,00 effective September 1, 2024, and \$550,00 effective September 1, 2025.** Allocations from the Fund will be made by the Union. An Annual Report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.

9. Article 15.32 Support Fund for Members Experiencing Racial Discrimination, Harassment, and Violence

- 15.32 **Effective September 1, 2024, and each September 1 thereafter, the Employer will pay to the Union \$50,000 toward the Union's Support Fund for Members Experiencing Racial Discrimination, Harassment, and Violence to assist the Union's ongoing support of racialized persons who confront and experience racial and/or other intersecting forms of discrimination, harassment, and/or violence.**

By September 30, 2025, and by each September 30 thereafter, the Union will provide a report to the Office of Faculty Relations through the Labour/Management Committee indicating the amount of money that was spent in the previous 12-month period.

10. Article 15.33 (Mentoring Fund)

15.33 The University will establish a Mentoring Fund, in the amount of \$~~10,000~~ 20,000 per year, to be operated under the aegis of the Union, for the purpose of providing mentoring, professional development opportunities, and other supports to CUPE 3903 members, with an emphasis on mentoring for members of employment equity groups. The Union will establish a Mentor Committee that will develop the Mentorship Program, and adjudicate the Mentoring Fund. CUPE 3903 members who serve as mentors with the Program shall accrue 0.5 Type 1 APE for every year of service. The Union will report annually on the utilization of the fund to the Labour-Management Committee. Unspent monies in this Fund will carry forward to the subsequent year to a maximum total fund amount of \$30,000 as of September 1 in any year.

11. Articles 17.07 & 17.08 (Paid Care-giver and Adoption leaves)

17.07 PAID CARE-GIVER LEAVE

Upon written request, a paid leave of absence of up to ~~twelve~~ **fifteen** 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 ~~two~~ **more than one** employees ~~have~~ **has** care-giver responsibility for a new-born child and one is eligible for ~~maternity~~ **pregnancy** leave, they may divide the amount of paid ~~maternity~~ **pregnancy** 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~~ **fifteen** thirty-fifths of the period of their Appointment Contract(s). Where ~~two employees~~ **more than one** employee ~~is are~~ assuming joint care-giver responsibility for that child, a maximum of ~~twelve~~ **fifteen** 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.

12. Article 20 (Ways & Means Fund)

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 \$50,245 towards the Union's Ways and Means Fund Effective September 1, 2015, the Employer will pay to the Union \$74,245 for each year of the collective agreement.~~

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

~~The Employer will contribute to this fund \$132,072-07 effective September 1, 2020, \$183,514-87 effective September 1, 2021, and \$238,342-09 effective September 1, 2022.~~

The Employer shall contribute to the Ways and Means fund in each year of the Collective Agreement.

Upon ratification of the 2023-26 Collective Agreement the employer will pay to the Union \$~~300,000~~~~309,844.60~~, 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, administered by the Union. For 2024-25, effective September 1, 2024, this amount will be increased to \$~~315,000~~~~325,337~~ and for 2025-26, effective September 1, 2025, this amount will be increased to \$~~330,000~~~~341,604~~, and each year thereafter.

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 **to the above contributions**, the University will commit ~~to up to \$40,000~~ **\$25,000** 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).

13. Article 12.01.3 (Continuing Sessional Standing Program)

12.01.3 Continuing Sessional Standing Program Guarantee

Employees with Continuing Sessional Standing who have a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the previous 5 contract years and who are offered 2/3 or less of their average number of Type 1 or equivalent positions based on the previous 5 contract year period will, upon application, receive as a one-time payment of ~~1/4~~ **1/2** of the rate for each position less than their average number of Type 1 or equivalent positions. For example, if an employee with Continuing Sessional Standing has an average annual teaching intensity of 3 Type 1 or equivalent positions over the previous 5 contract years and is offered 2 Type 1 or equivalent positions, then upon application the employee will receive 1/4 of the rate for 1 Type 1 or equivalent position. If the employee is for a second time offered 2/3 or less of their average annual number of Type 1 or equivalent positions based on the previous 5 contract years, the employee will receive a one-time payment of ~~1/8th~~ **1/4** the rate for each position less than their average number of Type 1 or equivalent positions. To qualify for the payment described in the paragraph above an employee must have: (a) provided notice of participation in the Continuing Sessional Standing exercise to all applicable hiring units (i.e., all hiring units whose curriculum includes courses for which, if offered as Unit 2 bargaining unit work, they would be the most senior incumbent candidate); and (b) additionally applied for bargaining unit positions in accordance with their "normal" historical application profile and was available for appointment to these positions. An employee who is twice offered 2/3 or less of their average number of Type 1 or equivalent positions based on the previous 5 contract years and has received the two one-time payments described above may either elect to opt out of the program or accept the number of positions offered. An employee who elects to opt out of the Continuing Sessional Standing Program shall communicate such election in writing to Faculty Relations.

14. Article 15.27 (Post-Retirement Benefits)

15.27 POST-RETIREMENT BENEFITS

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

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

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

- a) be enrolled in the York University Pension Plan;
- b) provide a minimum of three month written notice to Pensions and Benefits that they are retiring and permanently severing their employment relationship with the University in the Unit 2 bargaining unit. **Such written notice will be deemed to have fulfilled their responsibilities should they wish and be otherwise eligible to receive Post-Retirement Benefits**
- c) retire no later than 12 months following the end of their last unit 2 contract; and
- d) elect to receive a monthly pension from the York University Pension Plan.

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

15. Article 23 (Affirmative Action)

23.04 FUNDING

[...]

(ii) For appointments commencing on each of ~~July 1, 2022 and July 1, 2023~~ **July 1, 2024, July 1, 2025 and July 1, 2026** the Office of the Vice-President Academic and Provost shall, make at least ~~two (2) recommendations in 2024-22 and two (2) recommendations in 2022-23~~ **six (6) ten (10) recommendations in 2023-24, six (6) ten (10) recommendations in 2024-25, and six (6) ten (10) recommendations in 2025-26** of Affirmative Action Pool members for full-time faculty positions to the tenure stream. A minimum of ~~one~~ **three** ~~five~~ recommendations in each of the ~~three~~ **two** years will be prioritized for candidates who self-identify as ~~Aboriginal (Indigenous)~~ or as a member of a ~~visible minority (racialized group)~~. Where in either of the two years, the Office of the Vice-President Academic and Provost is unable to make a recommendation

with respect to a prioritized candidate who self-identifies as ~~Aboriginal~~ (Indigenous) or as a member of a ~~visible minority~~ (racialized group), the next priority will be to make a recommendation with respect to a candidate from one or more of the other **Employment Equity** Groups.

16. Article 24 (Long Service Teaching Appointments)

- 24.07 In ~~the 2018-2019 each~~ contract year, a minimum of ~~6-7~~ LSTAs will be offered for September 1 ~~of the following year. A minimum of three recommendations each year will be prioritized for candidates who self-identify as Indigenous or as a member of a racialized group. Where in any of the year, the Office of the Vice-President Academic and Provost is unable to make a recommendation with respect to a prioritized candidate who self-identifies as Indigenous or as a member of a racialized group, the next priority will be to make a recommendation with respect to a candidate from one or more of the other Employment Equity Groups.~~ 2019, in the 2019-2020 contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2019. To the extent practicable a minimum of one third of the total number of LSTAs over the two-year period will be made from among those who belong to one or more of the five employment equity groups (ie, aboriginal people, persons with disabilities, visible minorities, women and LGBTQ).

LETTER OF AGREEMENT

JOB STABILITY PROGRAM

Regarding Long Service Teaching Appointments (LSTAs), at Article 24.07, in the 2021-22 ~~2024-25~~ contract year a minimum of seven (7) LSTAs will be offered for September 1, 2022 ~~2025~~ and in the 2022-23 ~~2025-26~~ contract year a minimum of seven (7) LSTAs will be offered for September 1, 2023 ~~2026~~.

Supplementary Equity Focused Long Service Teaching Appointments

In addition to the LSTAs offered above, the employer offers to provide seven (7) Supplementary Equity Focused LSTAs over the life of the 2020-23 ~~2023-26~~ collective agreement: four (4) in 2021-22 ~~2024-25~~ for September 1, 2022 ~~2025~~ and three (3) in 2022-23 ~~2025-26~~ for September 1, 2023 ~~2026~~. These seven appointments will be offered to candidates who, as of September 1 preceding the date of the appointment, have a minimum teaching intensity of an average of 2.5 FGEs 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 in each of 2021-22 ~~2024-25~~ and 2022-23 ~~2025-26~~, the Office of the Provost & VicePresident 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 ~~two~~ or more of the other Equity Groups

17. Article 25 (Transitional Continuing Appointment Program)

ARTICLE 25 TRANSITIONAL CONTINUING APPOINTMENT PROGRAM (TCA)

4. **25.01** Eligibility

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

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

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

2- 25.02 Terms of the Transitional Continuing Appointment

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

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

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

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

Average number of Type 1 or Equivalent assignments	Teaching Assignment Commitment (Number of Type 1 or Equivalent assignments)
2.0 – 2.4	2.0
2.5 – 2.9	2.5
3.0 - 3.4 or higher	3.0
<u>3.5 – 3.9</u>	<u>3.5</u>

<u>4.0 or higher</u>	<u>4.0</u>
-----------------------------	-------------------

~~Applicants who have had a minimum average of 3.5 Type 1 or equivalent assignments over the previous 5 contract years, the most recent 3 years of which initial teaching assignment of 3.5 Type 1 or equivalent positions.~~

~~Applicants who have had a minimum average of 4.0 Type 1 or equivalent assignments over the previous 5 contract years, the most recent 3 years of which~~

~~are in the hiring unit(s) in which the TCA is sought, may apply for a TCA with an initial teaching assignment of 4.0 Type 1 or equivalent positions.~~

~~These options are as follows:~~

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

3. **25.03** Applications

The Employer will provide notice to all individuals who meet the eligibility requirements in section 1, above by September 30 of each year of the program. Individuals who meet the minimum service-based eligibility requirements at ~~paragraph 1, **25.01**~~ above, may apply to the hiring unit(s) in which they wish to hold a TCA.

~~a. Applications must be submitted by i. November 1, 2024 for continuing appointments commencing **the following** September, 1, 2022; or~~

~~ii. November 1, 2022 for continuing appointments commencing September 1, 2023; or~~

~~iii. November 1, 2023 for continuing appointments commencing September 1, 2024~~

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

18. **Article 26 (Long Service Reward – Severance)**

ARTICLE 26 LONG SERVICE REWARD (SEVERANCE)

26.01 Eligibility

Employees **shall be eligible for the Long Service Reward** who, effective September 1, 2020 **of the current contract year**, have at a minimum:

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

Further, to be eligible for the severance portion at **26.03** ~~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.

2-26.02 Severance

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

3-26.03 Severance Payment

Participating individuals will receive severance in a total amount equal to **double** the individual's highest total earnings in the bargaining unit in any of the last five contract years, payable as a retiring allowance. **For clarity, leaves of absences related to a Human Rights Code-based ground and/or the Employment Standards Act which were taken during the 5-year period will be expressly excluded from the 5-year term.**

4-26.04 Applications

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

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

Applicants who intend to commence receipt of a York pension following the severance of their employment relationship with the University should ensure that they have taken the appropriate steps through the Pension and Benefits Office to begin receiving pension. **Employees electing to retire and take the severance are deemed to have fulfilled the notice requirements for Post-Retirement Benefits in Article 15.27.**

19. Article 27 (Compensation for Restructuring)

ARTICLE 27 COMPENSATION FOR RESTRUCTURING

Employees in a hiring unit undergoing *significant curricular changes, course reorganizations, or* restructuring will be compensated for loss of work intensity due to ~~this~~ *these curricular changes, course reorganizations, or* restructuring. ~~In order to~~ *To* be eligible for this compensation, members must meet the following requirements:

- a) **Have a minimum average annual teaching intensity of 1 Type 1 or equivalent positions over the previous 5 contract years,**
- b) **Have been offered ~~50%~~^{2/3} or less of their average number of Type 1 or equivalent positions based on the previous 5 contract year period**
- c) **Have applied for bargaining unit positions in accordance with their "normal" historical application profile and shall have been available for appointment to these positions.**

Members who meet these requirements shall receive a one-time payment of ~~2/5-1/2~~ of the rate for each position less than their average number of Type 1 or equivalent positions over the previous 5 contract years.

For example, if an employee who meets the requirements has an average annual teaching intensity of 3 Type 1 or equivalent positions over the previous 5 contract years and is offered 2 Type 1 or equivalent positions, then the employee will receive ~~2/5-1/2~~ of the rate for 1 Type 1 or equivalent position.

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

20. Memorandum of Settlement (Special Renewable Contracts)

MEMORANDUM OF SETTLEMENT

SPECIAL RENEWABLE CONTRACTS ("SRC'S")

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

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

~~NOTE:~~ Pursuant to the Memorandum of Agreement signed by the Employer and the York University Faculty Association (YUFA) on ~~[date TBD] May 10, 2019~~ and ratified by the general membership of YUFA on ~~[date TBD] June 26, 2019, in response to arbitrator Jim Hayes' December 3, 2018 Arbitration Award~~, 18 SRCs will be appointed to full-time faculty positions by August 31, ~~2020~~ **2026**.

A minimum of nine (9) recommendations will be prioritized for candidates who self-identify as Indigenous or as a member of a racialized group. Where the Office of the Vice-President Academic and Provost is unable to make a recommendation with respect to a prioritized candidate who self-identifies as Indigenous or as a member of a racialized group, the next priority will be to make a recommendation with respect to a candidate from one or more of the other Employment Equity Groups.

~~A total of 18 SRCs will be appointed by July 1, 2026, on the basis of the quality of the candidates and how the contracts would address the teaching needs and priorities of the hiring units. A minimum of nine recommendations will be prioritized for candidates who self-identify as Aboriginal (Indigenous) or as a member of a visible minority (racialized group). Where in any of the three years, the Office of the Vice-President Academic and Provost is unable to make a recommendation with respect to a prioritized candidate who self-identifies as Aboriginal (Indigenous) or as a member of a visible minority (racialized~~

~~group), the next priority will be to make a recommendation with respect to a candidate from two or more of the other Equity Groups. Appointment criteria will take into account the following: incumbency in courses falling within the position description, relevant academic qualifications, service contributions or willingness to make service contributions, and seniority. Based on the appointment criteria, and using a collegial process, the hiring unit will make a recommendation to its Dean/Principal for the appointment of an SRC. In each case, the recommendation of the Dean will be forwarded to the Provost & Vice President Academic for approval.~~

Schedule “E” to Memorandum of Settlement for A Renewal Collective Agreement

Other Non-Monetary Items

1. Article 4.04.13–16 (Accommodations for Racialized Members Who Experience Racial Discrimination, Harassment, and Violence)
2. Article 5.03.1 (Employment Equity Committee)
3. Article 5.04 (Discussions regarding Workplace Accommodation)
4. Article 8 (Discipline)
5. Article 10.05 (Protection from Technology Changes)
6. Article 11 (Postings)
7. Article 15.09 (Code Based Extension Requests)
8. Article 15.26 (Extension of Library & Email Privileges)
9. Article 17.06.1 (Year of Credit for Pregnancy Leave Prior to 1987–88)
10. Letter of Intent (IPAL Instructors)
11. Letter of Understanding (PKIN/IPAL)

1. **Article 4 (Accommodations for Racialized Members Who Experience Racial Discrimination, Harassment, and Violence)**

4.04.13 ACCOMMODATIONS FOR RACIALIZED MEMBERS WHO EXPERIENCE RACIAL DISCRIMINATION, HARASSMENT, AND VIOLENCE

Racialized individuals may encounter increased vulnerabilities based on intersecting and institutionalized systems of oppression including anti-Black racism, anti-Indigenous racism, classism, homophobia, transphobia, ableism, sanism, ageism, xenophobia, Islamophobia, along with intersectional aspects of their identity or perceived identity including such factors as race, Indigeneity, economic status, gender identity, gender expression, sexual orientation, language, age, ancestry, ethnicity, ability, faith, and/or immigration status.

4.04.14 The Employer will provide a range of supports and services to racialized members who experience discrimination, harassment, and violence regardless of where or when such incidents occur and will, to the extent possible, ensure members can self-determine the supports and services they wish to access.

4.04.15 The Employer will appropriately accommodate the needs of racialized members affected by discrimination, harassment, and violence, as the needs relate to work, study, housing, and/or extracurricular activities.

4.04.16 The Employer and Union recognize that confidentiality is key to creating an environment and culture where racialized members feel safe to disclose and seek support and accommodation.

2. **Article 5.03.1 (Employment Equity Committee)**

20.03.1 EMPLOYMENT EQUITY COMMITTEE

[...]

(f) Pursuant to its mandate, the Employment Equity Committee may have regard to other sources of external data to review representation thresholds, including the General Workforce Population Equity Group Data in Article 5.03.3(d).¹

[...]

[Update data in footnote 1 to reflect latest available census data; see also 5.03.5]

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

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

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

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

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

3. Article 5.04 (Discussions regarding Workplace Accommodation)

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

(a) Data that the Employer provides to CUPE in advance of these meetings; and

(b) Discussion and feedback regarding individual CUPE 3903-represented employees' experience with the accommodation processes under the Disability Support Program, with a view to opportunities for continuous improvement.

5.04.2 (a) Four weeks in advance of a scheduled meeting, the Employer will provide the union with non-confidential data including the following: the number of CUPE 3903 members seeking workplace accommodations on medical/disability grounds and family status grounds for each academic year for the most recent three consecutive contract years as of the immediately preceding October 1, broken down by faculty and department, including non-confidential information regarding the nature of the accommodation provided.

(b) The Employer will also provide the union with workplace accommodations related budgets and expenditures for each academic year, broken down by faculty for the most recent three consecutive contract years as of the immediately preceding October 1.

5.04.3 Each party may have up to three representatives at these discussions. Such representatives shall normally include Manager, Employee Well-Being (or nearest equivalent position) and Disability Support Specialist(s) on behalf of the Employer and the CUPE 3903 Equity Officer (or nearest equivalent position) on behalf of the Union. If either party wishes to have more than three representatives in attendance, they should

seek the agreement of the other party no later than seven days in advance of the meeting.

4. Article 8 (Discipline)

8.01.1 JUST CAUSE

The employer shall not discipline, suspend or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the employer. The employer shall provide the Union with any and all supporting documents that comprise the evidentiary basis of the Article 8 proceeding (subject to the necessary redactions of private information) prior to the first meeting.

5. Article 10.05 (Protection from Technology Changes)

10.05.6 PROTECTION FROM TECHNOLOGY CHANGES

No employee in the bargaining unit shall suffer a reduction of regular earnings as a result of any technological change introduced during a work assignment.

10.05.7 The Employer will not, without training, require an employee to use technological skills other than those agreed to at the time of hiring. The Employer shall bear all costs associated with the training. As in 10.04.5, any such employer-required training shall be paid at the tutor 3 rate.

10.05.8 Where there are changes in new or existing practices with respect to computing and information technology that, if implemented, will directly affect employees and/or conditions of employment, the union should receive written notification a minimum of 90 days prior to any such changes (e.g., any plan to significantly change methods of course delivery).

10.05.9 Immediately following the written notification a minimum of 90 days prior to any change in existing practices with respect to computing and information technology, the employer and the union will discuss establishing a Joint Committee to consider the implications of this new technology and to make recommendations to the Employer, including suggestions for minimizing any negative impact to employees directly affected by the changes.

6. Article 11 (Postings)

[All of the paragraphs in Article 11 up to 11.05, except 11.02.1, are misnumbered and need to be renumbered correctly as Article 11, not 10.]

[...]

11.01.3 The qualifications posted for all positions in the bargaining unit must be reasonable and demonstrably relevant to the posted position, including in cases where tutor positions are posted in Unit 1 and Unit 2. In the

Department of Nursing, qualifications set with respect to current practice will be reasonably connected to the duties of the position.

Note for clarity: “reasonably connected” means falling within a general category of clinical practice. For example: medical-surgical, acute care, mental health, public health, etc.

7. Article 15.09 (Code Based Extension Requests)

15.09 ~~DISABILITY/ILLNESS/INJURY LEAVE~~ **CODE BASED EXTENSION REQUESTS**

A full-time graduate student whose studies have been impacted by a protected ground under the **Ontario Human Rights Code** (“OHRC”) for which they require accommodation may submit a petition for academic extension for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). Full and part-time graduate students who suffer illness or injury may submit petitions for academic extensions for up to a total of ~~twelve~~ **twenty-four** months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. Such petitions shall be kept confidential. When considering these petitions, the Dean shall review medical certification and statements as to the effect of the disability or disabilities, illness or injury upon the progress of the student’s work. If requested by the member, in the case of a petition based upon a disability or disabilities, the Dean shall also meet with an officer from the ~~he Office of Persons With Disabilities~~ **Student Accessibility Services** to discuss the petition. If the Dean decides not to grant such a petition, they shall state the reasons for their decision in writing, including the basis upon which they decided that the effect of the illness, injury and/or disability or disabilities upon the progress of the student’s work was not sufficient to grant the petition, to the individual with a copy to the union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status **for each year in which an academic extension is granted.**

Masters candidates who held a full or partial teaching assistantship, and who subsequently have been granted a full-time academic extension for up to 12 months beyond Faculty of Graduate Studies guidelines per this article, also shall be allocated an additional teaching assistantship.

8. Article 15.26 (Extension of Library & Email Privileges)

15.28 Employees shall have a continuation of work email access **following the completion of their contract.** ~~and Employees shall have a continuation of~~ library services access for a period of **at least thirty-six** ~~twelve~~ months following the completion of their contract. ~~Email access and library~~ **Library** services access may be discontinued following the completion of the ~~one~~ **three-year** term of access.

9. Article 17.06.1 (Year of Credit for Pregnancy Leave Prior to 1987–88)

17.06.1 YEAR OF SERVICE CREDIT FOR ~~MATERNITY~~ **PREGNANCY LEAVE** 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.

10. Letter of Intent (IPAL Instructors)

LETTER OF INTENT-IPAL TEAM LECTURERS

The parties agree that members assigned sole or principal responsibility for the presentation of courses within the Integrated Physical Activity for Life (IPAL) program within the School of Kinesiology and Health Sciences shall be classified as Team Lecturers (in accordance with article 10.04.2). For the purposes of calculating salary and experience, it is recognized that three 8-week sections of 1.5 student contact hours per week in fall/winter constitute a 0.5 Type 1 position.

11. Letter of Understanding (PKIN/IPAL)

LETTER OF UNDERSTANDING-PKINS

Notwithstanding the required and preferred qualifications, a candidate who has held a position as a PKIN instructor within the past 36 months shall be deemed to meet both the required and preferred qualifications for positions in the IPAL program, provided their area of specialization or the courses they have previously taught are reasonably connected to that of the position. For candidates who are members of the Affirmative Action Pool or members of one or more equity-seeking groups, the time will be increased to 42 months.

Note for clarity: "reasonably connected" means falling within a general category of body-based or movement practice or skill. For example: pilates, tai chi, ballroom dance, meditation, swimming, yoga, tennis, first aid, etc.