

**July 13, 2026, Union Without Prejudice or Precedent Bargaining Proposals**

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

**BETWEEN:  
YORK UNIVERSITY  
(the “Employer”)  
- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903  
(the “Union”)**

1. These proposals are tabled without prejudice to the Union's tabling of amended or new proposals during continued collective bargaining and to the Union's interpretation of collective agreement language in any current or future grievance. The Union reserves the right to withdraw or amend any or all proposals set out below.
2. The Union proposes that the renewal collective agreement be from September 1, 2026, to August 31, 2029.
3. Article numbers set out in proposals below are taken from the 2023–26 Collective Agreement and are subject to change in accordance with agreements reached.
4. Unless otherwise agreed, any article or provision that expires during the life of the 2023–2026 Collective Agreement will be renewed.

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## **Proposals Regarding Salary, Grant-In-Aid, Graduate Financial Assistance**

### **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 15.04.1 by

- **4.0%** effective September 1, 2026;
- **4.0%** effective September 1, 2027;
- **4.0%** effective September 1, 2028.

## Proposals Regarding Sun Life Benefits Plan

| Proposal                                                                    | Changes to Sun Life Benefits Booklet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DENTAL PLAN U1 10.14 / U2 10.11 / U3 10.10 BENEFITS (1)</b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Increase total coverage by 25%                                              | <b>Benefit year maximum</b> We will not pay more than <del>\$3,000</del> <b>\$3,750</b> per person for each benefit year for all services. [p.20]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Increase major dental procedures coverage to 100%                           | <b>Major dental procedures...</b> We will pay <del>85</del> <b>100</b> % of the eligible expenses for these procedures. [p. 24]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| ADD Orthodontics coverage                                                   | <p><b><u>Orthodontic procedures</u></b></p> <p><b><u>Your dental benefits include the following procedures used to treat misaligned or crooked teeth.</u></b></p> <p><b><u>We will pay 85% of the eligible expenses for these procedures. Coverage includes orthodontic examinations, including orthodontic diagnostic services and fixed or removable appliances such as braces.</u></b></p> <p><b><u>The following orthodontic procedures are covered:</u></b></p> <ul style="list-style-type: none"> <li><b><u>• interceptive, interventive or preventive orthodontic services, other than space maintainers (Preventive dental procedures).</u></b></li> <li><b><u>• comprehensive orthodontic treatment, using a removable or fixed appliance, or combination of both.</u></b></li> </ul> <p><b><u>This includes diagnostic procedures, formal treatment and retention.</u></b></p> |
| <b>DRUG AND PARAMEDICAL SERVICES PLAN U1 10.16 / U2 10.13 / U3 10.10(2)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Increase per specialty maximum and total paramedical by 25%                 | We will cover 100% of the costs, up to a maximum of <del>\$2,000</del> <b>\$2,500</b> per specialty and an overall combined maximum of <del>\$3,000</del> <b>\$3,750</b> per person per benefit year for all paramedical specialists listed below: (p.14)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| ADD Acupuncturists and Osteopaths to covered specialties                    | <p>(p. 15) [...]</p> <ul style="list-style-type: none"> <li>▪ licensed psychiatrists.</li> <li>▪ <b><u>licensed acupuncturists</u></b></li> <li>▪ <b><u>licensed osteopaths</u></b></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ADD Hearing devices                                                         | <p><b><u>Hearing Devices</u></b></p> <p><b><u>We will cover hearing device costs that are NOT covered as part of the <i>Assistive Devices Program</i> administered by the Ministry of Health, up to a maximum of \$500 per hearing aid, or \$1,350 per hearing system, in any 36-month period per person.</u></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| ADD Orthopedic footwear                                                     | <p><b><u>Orthopedic Footwear</u></b></p> <p><b><u>We will cover orthopedic care and footwear costs, up to a maximum of \$600 per pair of custom orthotic insoles, and/or</u></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|                                                                        |                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                        | <u>\$2000 per pair of custom orthopedic shoes, in any 24-month period per person.</u>                                                                                                                                                                                                               |
| <b>VISION CARE PLAN U1 10.17 / U2 10.14 / U3 10.10 BENEFITS (3)</b>    |                                                                                                                                                                                                                                                                                                     |
| Increase maximums for individual services + separate eye exam coverage | We will cover 100% of these costs up to a maximum of <del>\$400</del> <b>\$500</b> <u>for single vision eyeglasses, \$700 for multifocal eyeglasses, \$500 for contact lenses, \$120 for an eye exam, and \$1000 for laser eye correction surgery</u> in any 24-month period per person.<br>[p. 15] |

## Proposals Regarding Other Components of the Unit 2 Collective Agreement

*[NEW Article 3.06, relocated from 4.05]*

### **3.06 UNION MEMBERSHIP AND DUES**

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

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

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

[...]

*[deletes accommodations paragraph from 4.01 and relocates to new 4.05]*

### **4.01 DISCRIMINATION**

[...]

~~The Employer will provide reasonable accommodations as required for persons with disabilities. Proposed Accommodated Work 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.~~

*[Provides reporting dates, specifies complaints included, and names specific University institutions]*

### **4.03 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT**

[...]

**4.03.4**           [...]

~~On a semi-annual basis~~ **By February 1 and June 1 of each year,** the

Employer will provide the Union with a report of the number of members who have made complaints of sexual and/or gender harassment, **including informal complaints, at CHREI, OSCR, The Centre for Sexual Violence Response, Support & Education, the Community Safety Office and Security Services.**

[...]

#### 4.04 RACIAL AND ETHNIC HARASSMENT

[...]

##### 4.04.3 [...]

~~On a semi-annual basis~~ **By February 1 and June 1 of each year,** the Employer will provide the Union with a report of the number of members who have made complaints of racism and/or ethnic harassment **including informal complaints, at CHREI, OSCR, The Centre for Sexual Violence Response, Support & Education, the Community Safety Office and Security Services.**

*[delete 4.05 and relocate to 3.06]*

#### ~~4.05- UNION MEMBERSHIP AND DUES~~

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

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

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

*[ADDs new 4.05 from deleted sections of 4.01, 15.01.3, 15.01.8, 15.01.9, 15.25]*

#### **4.05 ACCOMMODATIONS**

##### **4.05.1 Persons with disabilities, per York University's accommodation process,**



shall be accommodated, including through access to special equipment or required resources identified as a required accommodation to assist employees in the performance of their teaching, demonstrating, tutoring or marking, on the same basis as other York University employees.

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

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

4.05.4 The Employer will provide reasonable accommodations as required for persons with disabilities. Proposed Accommodated Work 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.

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

The University's process for accommodation of academic employees can be found at the following location:  
<https://yulink-new.yorku.ca/group/yulink/absence-leave-and-accommodation>

*[NEW 4.05.6 Employer to pay for required accommodations documentation]*

**4.05.6 The parties acknowledge that medical documentation is required for the purposes of applying for workplace accommodations or substantiating sick leave requests. The Employer shall reimburse a member for the full cost of obtaining any medical information, certificates, or other documentation for the purposes of applying for workplace accommodations or substantiating sick leave requests.**

*[delete 4.06 and relocate to 21.02]*

**~~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 and distribution of the agreed to number of sufficient copies of the agreed upon final form of this agreement. The parties agree to share equally the costs of printing the agreement. The Employer is also responsible for ensuring that members with visual impairments have access to the collective agreement in an appropriate and accessible format.~~

~~4.06.2 The Union shall be responsible for translating the collective agreement into French and printing sufficient copies of the translated agreement for its bilingual and Francophone members and the Employer. The Employer agrees to bear one half the cost of translating the agreement to a maximum of \$5000. The Employer also agrees to bear one half the cost of printing and distributing a maximum of 100 copies of the translated agreement. Where there is any disagreement as to the interpretation of this agreement, the English version shall be binding.~~

*[updates two labour-management committees 5.02-5.03 to reflect existing practice]*

**5.02 ADVISORY COMMITTEE ON RACE/ETHNIC RELATIONS AND HARASSMENT**

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

The Committee shall consist of ~~at least two~~ **four** representatives of each party, **including a senior designate of the Office of the Vice-President Equity, People and Culture and the CUPE 3903 Staff Representative Equity.** A representative of each party shall be designated as a joint Chair, and the two persons so designated shall alternate in presiding over meetings. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. The Committee shall have its first meeting within six months of the

signing of this agreement.

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

### **5.03 EMPLOYMENT EQUITY COMMITTEE**

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

[...]

#### **5.03.1 Employment Equity Committee**

(a) The Union and the Employer agree to continue to maintain an Employment Equity Committee, which will consist of ~~three~~**four** representatives of each party, including a senior designate of the Office of the Vice-President Equity, People and Culture and the CUPE 3903 Staff Representative Equity. The Committee may invite additional participants. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. Where possible, Equity Groups identified in Article 5.03.3 may be included among the representatives.

[...]

*[adds Mediation-Arbitration as option after grievance step 2. See Art 7.09–14]*

6.06 If the grievance is not settled at Step Two, it may be taken to Arbitration **or Mediation-Arbitration** by a written notice ~~signed by a chief steward and~~ submitted to the Director, Faculty Relations or designate within twenty-eight **(28)** calendar days after receipt of the Employer's written reply as required in Step Two. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator.

*[Creates Mediation-Arbitration process in Article 7]*

## **ARTICLE 7 ARBITRATION**

[...]

### **7.09 MEDIATION-ARBITRATION**

**On or before November 1, 2026, the Parties will each propose three Arbitrators to be included on a roster of Mediators-Arbitrators for the duration of the Collective Agreement. By agreement, the Parties will**

determine a list of four Arbitrators from those lists by no later than January 12, 2027. If Mediation-Arbitration is requested by the Union, in its notice of intent to proceed to arbitration the Union shall suggest, based on availability, a person to serve as Mediator-Arbitrator from among the established roster of Mediator-Arbitrators agreed upon by the Parties. Agreement on a suggested Mediator-Arbitrator from the existing roster shall not be unreasonably withheld. Within twenty-eight (28) calendar days of the notice, or at the Mediator-Arbitrator's earliest availability, the Mediator-Arbitrator will then convene a meeting with the parties involved to adjudicate the grievance. The Parties may attend such meetings with or without counsel.

- 7.10** 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 Mediator-Arbitrator, the hearing room and any other expenses incidental to the Mediation-Arbitration hearing shall be borne equally by the Parties. The Parties agree to use University facilities at no cost wherever possible.
- 7.11** The Mediator-Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of the collective agreement, or any expressly written amendment or supplement thereto or to extend its duration, unless the Parties have expressly agreed, in writing, to give the Mediator-Arbitrator specific authority to do so or to make an award which has such effect.
- 7.12** The outcome of the mediation will be one of the following:  
(i) No resolution is reached and the Union decides to withdraw the grievance and take no further action.  
(ii) A resolution is reached, transcribed, and signed by the Parties, with copies provided to the Union, the Employer, and the Grievor(s).  
(iii) No resolution is reached through Mediation, and the Mediator-Arbitrator shall have the authority to conduct the arbitration phase on the basis of documents or, if the Mediator-Arbitrator deems it necessary, may reconvene the parties for an additional hearing for the presentation of evidence or oral argument. The Mediator-Arbitrator shall issue a decision on the grievance in writing within twenty-one (21) calendar days of the conclusion of the Mediation-Arbitration session(s).
- 7.13** Should the Parties disagree as to the meaning of the Mediator-Arbitrator's decision, either Party may apply to the Mediator-Arbitrator to clarify the decision and resolve the points of dispute, which the Mediator-Arbitrator shall do in writing within twenty-one (21) calendar days of the application.

**7.14 Should one or both of Parties wish to amend the roster of agreed-upon Mediator-Arbitrators during the life of the collective agreement, they shall submit notification of this intent to the other party in writing, seeking agreement to amend the roster and indicating the rationale for their request. Agreement to amend the roster shall not be unreasonably denied. Should the receiving Party agree, each Party shall, within fourteen (14) calendar days, propose two (2) candidates, and the Parties shall agree upon one (1) of the four (4) proposed candidates within twenty-eight (28) days. Should the Parties fail to reach an agreement within the established timeline, the Party that submitted the notification shall choose from among the proposed candidates.**

*[Discipline process cannot include student comments made through third-party online platforms]*

**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 not use student evaluations or student comments/complaints made through third-party online platforms in support of any argument for just cause.**

*[Copies of corroborating evidence in disciplinary hearing will be included with Notice of Meeting]*

**8.03.1 Subject to 8.03.3:  
STEP ONE: NOTICE OF MEETING  
(i) [...]**

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 **and copies of any corroborating evidence on which the Employer will rely**, 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.

*[Defining Type 2 and Type 3 Tutor workloads]*

**10.01.1 TYPE 2 & TYPE 3 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 **or Type 3** position shall be no more than 135 hours for each Type 2 **or Type 3** appointment. **For Type 2 appointments, expected** ~~Expected~~ workloads shall be adjusted proportionally if a fractional

appointment is made.  
[...]

### *[Defining Tutor positions]*

#### 10.04.2 DEFINITIONS

[...]

**“TUTOR 2 DEMONSTRATOR” shall normally be defined as an individual who prepares for and conducts a lab demonstration of live skills or techniques, evaluates the work of students within the lab; and performs related duties as directed by the course supervisor, but who is not assigned principal responsibility for the design and/or presentation of a course. For the purposes of calculating salary and experience, it is recognized that one demonstrator (tutor 2) position normally consists of one (1) three-hour lab per week in the fall/winter session or the pro-rated equivalent in other sessions. It is also recognized, however, that there are anomalies which deviate from this norm for a variety of reasons which may include but are not limited to: the nature and level of the course and pedagogy involved; the amount of out-of-class preparation time; the size of the class; the number of weeks in the session and/or reasonable faculty/unit practices. The parties agree that the identification of a position as an anomaly may justify remunerating that position at a salary higher or lower than specified in Article 10.04.1. In such cases, the parties shall negotiate and agree upon the remuneration for such positions. This provision applies to the identification of any position with anomalous contact hours created after June 23, 1994, or to any proposed changes to any existing position with anomalous contact hours effective after June 23, 1994. Where the parties fail to agree upon the remuneration for any such position, the question may be referred directly to Arbitration in accordance with Article 7.10.**

**“TUTOR 6 STUDIO INSTRUCTOR” shall normally be defined as an individual who prepares for and conducts a studio class, evaluates the live presentation work of the students within the studio, and performs related duties as directed by the course supervisor, but who is not assigned principal responsibility for the design and/or presentation of a course. For the purposes of calculating salary and experience, it is recognized that one studio instructor (tutor 6) position normally consists of one (1) one-hour studio group per week in the fall/winter session, or the pro-rated equivalent in other sessions. It is also recognized, however, that there are anomalies which deviate from this norm for a variety of reasons which may include but are not limited to: the nature and level of the course and pedagogy involved; the amount of out-of-class preparation time; the size of the class; the number of weeks in the session and/or reasonable faculty/unit practices. The parties agree that the identification**

of a position as an anomaly may justify remunerating that position at a salary higher or lower than specified in Article 10.04.1. In such cases, the parties shall negotiate and agree upon the remuneration for such positions. Where the parties fail to agree upon the remuneration for any such position, the question may be referred directly to Arbitration in accordance with Article 7.10.

“TUTOR 7 MISCELLANEOUS” shall normally be defined as an individual employed in teaching, demonstrating, tutoring, marking, or related tasks in support of a course, which cannot be defined by another tutor designation. Tutor 7 Miscellaneous is not assigned principal responsibility for the design and/or presentation of a course. For the purposes of calculating salary and experience, it is recognized that one tutor 7 miscellaneous position normally consists of 270 hours in the fall/winter sessions, or the pro-rated equivalent in other sessions. It is also recognized, however, that there are anomalies which deviate from this norm for a variety of reasons which may include but are not limited to: the nature and level of the course and pedagogy involved; the amount of out-of-class preparation time; the size of the class; the number of weeks in the session and/or reasonable faculty/unit practices. The parties agree that the identification of a position as an anomaly may justify remunerating that position at a salary higher or lower than specified in Article 10.04.1. In such cases, the parties shall negotiate and agree upon the remuneration for such positions. This provision applies to the identification of any position with anomalous contact hours created after June 23, 1994, or to any proposed changes to any existing position with anomalous contact hours effective after June 23, 1994. Where the parties fail to agree upon the remuneration for any such position, the question may be referred directly to Arbitration in accordance with Article 7.10.

“TUTOR 7 (LABORATORY FACILITATOR)” shall normally be defined as an individual who monitors students in a lab setting, facilitates group sessions, and does not have a demonstrating component. Other duties may include marking, grading, and office hours. For the purposes of calculating salary and experience, it is recognized that one laboratory facilitator (tutor 7) position may consist of up to one (1) three-hour lab group per week in the fall/winter session, or the prorated equivalent in other sessions. It is also recognized, however, that there are anomalies which deviate from this norm for a variety of reasons which may include but are not limited to: the nature and level of the course and pedagogy involved; the amount of out-of-class preparation time; the size of the class; the number of weeks in the session and/or reasonable faculty/ unit practices. The parties agree that the identification of a position as an anomaly may justify remunerating that position at a salary higher or lower than specified in Article 10.04.1. In such cases, the parties shall negotiate and agree upon the

remuneration for such positions. This provision applies to the identification of any position with anomalous contact hours created after June 23, 1994, or to any proposed changes to any existing position with anomalous contact hours effective after June 23, 1994. Where the parties fail to agree upon the remuneration for any such position, the question may be referred directly to Arbitration in accordance with Article 7.10.

“TUTOR 7 (ACCOMMODATION)” shall normally be defined as an individual who may perform duties related to course administration, curriculum development, or other duties related to teaching, demonstrating, tutoring or marking. It is understood that, where the performance of the position requires student contact hours, those shall not exceed three hours per week.

*[Revision to Article 10.05.2 preventing changes to mode of delivery]*

#### 10.05 TECHNOLOGY AND INSTRUCTION

[...]

10.05.2 Once an employee has been appointed to a ~~course director~~ position for a particular session, they will not be required to convert that course to an alternate mode of delivery. **No employee shall be required to perform teaching, grading, instruction, or invigilation in a mode that differs from the mode of delivery specified in the offer of appointment.**

*[Preface added to article 10.06 covering Intellectual Property Definitions]*

#### 10.06 INTELLECTUAL PROPERTY DEFINITIONS

**Where there is a conflict between the collective agreement and York University’s internal policies, the collective agreement shall prevail.**

10.06.1 [...]

*[NEW article 10.06.9 covering “Artificial Intelligence” (AI)]*

#### **10.06.9 ARTIFICIAL INTELLIGENCE**

**For the purposes of this agreement, Artificial Intelligence (AI) refers to computer systems or software that perform tasks typically requiring human intelligence, such as learning, reasoning, problem-solving, decision-making, or understanding language. This blanket term includes, but is not limited to, Machine Learning and Generative Artificial Intelligence.**

**(i) AI systems and human work**

**(a) No displacement of human work**



No aspect of the work of the Bargaining Unit shall be reduced or replaced by AI tools. The Employer shall not use AI tools to justify reductions in the number of any bargaining unit work, or to substitute automated tools for human labour in teaching, research, grading, or student interaction.

**(b) Limits on AI-informed employment decisions**

The Employer shall not implement or rely on any AI system to make or inform decisions that affect the employment status, academic standing, workload allocation, or working conditions of Bargaining Unit members. No member shall be disciplined, evaluated, promoted, or assigned bargaining unit work based on AI-generated outputs or AI-driven predictions.

**(c) Performance evaluation and AI-based surveillance**

No member shall have their performance evaluated by AI-driven mechanisms that erode human oversight, or function as workplace surveillance. Any evaluation of performance shall be conducted by human assessors, in accordance with the collective agreement and institutional policies on academic freedom and fair treatment.

**(d) Disclosure of AI-related systems**

The Employer shall notify the Union in writing of any decision to design, purchase, trial, or implement AI-related systems that affect hiring, performance evaluation, workload allocation, monitoring, or disciplinary decisions. The notice shall include:

- (1) the identity and purpose of the system
- (2) the data it will collect
- (3) how decisions will be made, and
- (4) its anticipated impact on employment levels, workloads, and working conditions.

The Employer shall notify the Union and, where applicable, jointly-appointed experts before implementation and provide a written response to the Union's comments within 30 days.

**(e) Joint impact assessment**

Any AI-related system that is likely to significantly affect employment prospects, workforce structure, work organization, workload, or health and safety shall be subject to a joint impact assessment conducted by representatives of the Employer and the Union. The

assessment shall consider job-security effects, skills-development needs, training requirements, and potential bias or discrimination. The Employer shall not implement or expand such a system until this assessment is completed and the Union has been provided with the findings.

**(f) Human oversight and contestability**

No AI-related system shall be used to make or effectively determine decisions about hiring, promotion, discipline, termination, or working-conditions changes without human review and final approval by a named employee responsible for the decision. The affected employee or employee-group shall have the right to request an explanation of any AI-influenced decision and to contest it through the grievance procedure. The Employer shall be responsible for explaining and justifying algorithmic decisions and providing meaningful feedback to contesting employees.

**(g) Right to refuse AI-related work**

Employees have the right to refuse work that involves the use of AI tools for automating research, teaching, grading, or student interaction where such use conflicts with their ethical, academic, or pedagogical principles, without fear of discipline, reprisal, or adverse impact on employment status, evaluation, or future opportunities. The Employer shall respect this right and shall not substitute or significantly alter employees' responsibilities in a way that compels AI use.

**(h) Training and skills development**

The Employer shall provide training and skills development support to members of the bargaining unit so they can understand and critically engage with AI-related tools used in teaching, research, and course administration. The Union shall be involved in the design and content of such training, and access to training shall not be used as a condition of employment or a substitute for reducing staffing or workloads.

**(ii) Data, privacy, and intellectual property**

**(a) Sharing of member data or intellectual property**

The Employer shall not knowingly submit, sell, or transfer to any other party, or to any AI model, the data or intellectual property of Bargaining Unit members, including but not limited to teaching

materials, research outputs, grading data, metadata, or feedback created or generated by members in the course of their employment.

**(b) Training-data prohibition**

The Employer shall not use, authorize, or transfer to any other party the use of member data, metadata, or intellectual property to train any AI system. The Employer shall not submit members' data, metadata, or intellectual property, or any content or feedback generated by members, to any AI or machine-learning model for any purpose, without explicit consent negotiated through the Union and limited to clearly defined projects.

**(iii) Consent, consultation, and penalties**

**(a) Union consultation and consent**

The Employer must obtain prior, explicit consent from the Union before adopting or implementing any AI tools that affect Bargaining Unit work, including teaching, research, grading, student interaction, or evaluation and discipline. Consent must be clear and conspicuous, and the Employer's request shall include a specific description of the intended use, the data involved, and the anticipated impact on employment, workload, and working conditions. Any consent granted shall apply only to the specific intended use described and shall not imply blanket or future consent for other projects or tools. The Employer shall provide written notice of its request for consent at least 60 days prior to the intended implementation date.

**(b) Form and process of consent**

The parties shall jointly develop a standardized consent form or portal that clearly records Union or member consent (or refusal) for specific AI tools and uses. The form or portal shall document the date, scope, and conditions of consent and shall be retained for the duration of the collective agreement plus one additional year.

**(c) Penalties and remedies for violations**

Where the Employer violates any provision of this article (for example, by using AI tools without Union consent, submitting member data to AI models, or evaluating members via AI-driven surveillance), the Union may file an individual or group grievance. Remedies may include, but are not limited to, ceasing the unauthorized use of the AI tool, deleting unlawfully processed data, compensating affected members for lost or intensified labour, and requiring re-negotiation of

**the AI-related practice in question.**

*[NEW Article 10.10.6 in which Employer provides members of the plan with information on their credited service to date]*

10.10 PENSION PLAN

...

**10.10.6 The employer shall provide members of the Plan with a yearly updated calculation of their credited service according to YUPP 1.07(8)(d).**

*[Update 10.12 to remove outdated references]*

10.12 LONG-TERM DISABILITY PLAN

- 10.12.1 The Employer shall contribute towards the yearly premiums of the existing ~~UNUM~~ Long-Term Disability Plan or another Long-Term **Disability** Plan that provides at least the same level of benefits as the existing ~~UNUM~~ plan (the "LTD Plan"). ~~Employees~~ **for employees** who meet the criteria in (i) and (ii) below **shall be enrolled in the plan:**
- (i) has at least four months of service to the University and will earn at least \$8,200 (if the fall/winter earnings are less than \$8,200, the previous summer's earnings will be taken into account to determine eligibility); and
  - (ii) is not covered by another Employer-paid long-term disability plan, ~~shall be enrolled in the LTD Plan~~
- 10.12.2 All provisions concerning the establishment or maintenance of the ~~UNUM~~ ~~Long-Term Disability~~ **LTD** Plan shall be governed by the Labour/Management Committee. It is further recognized and understood that the representatives of the Union are equally entitled to being involved in the processing of claims by the members of the Plan including directly interacting with the representatives of the carrier, any ~~third-party~~ **third-party** broker, and all administrators of the Employer handling administrative matters relating to such claims. It is recognized that members may initiate claims by way of contact through the Union.

*[Update postings requirements]*

- 11.02 Positions shall be posted and archived electronically by the hiring unit in a location accessible to employees and the Union. All postings shall contain the following statement: "York University encourages applications from ~~Aboriginal peoples, persons with disabilities, members of visible minorities,~~ **individuals that self-identify as indigenous, racialized, 2SLGBTQIA+, people with disabilities,** and women and invites applicants to review the

University's Employment Equity Plan for employees in CUPE 3903, a copy of which is at <http://fr.info.yorku.ca/>. Each hiring unit will number its postings sequentially as a given number within a series. Hiring units will continue to maintain a bulletin board for information directed to employees in the bargaining unit.

11.02.1  
[...]

**(v) All tutor postings will include the total contract hours and course mode of delivery (e.g. classroom, online, blended). If the mode of delivery of any required duty subsequently differs from the mode of delivery indicated in the posting, the employee has the right to perform all such duties in the posting's stated mode of delivery or, if this is not possible, to recuse themselves from any such duty without loss of income or other penalty, including discipline under Article 8.**

*[Increase CSSP guarantee payments and set regular payment dates]*

#### 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 request,~~ receive as a one-time payment of ~~1/34/4~~ of the rate for each position less than their average number of Type 1 or equivalent positions. For example, if an employee with Continuing Sessional Standing has an average annual teaching intensity of 3 Type 1 or equivalent positions over the previous 5 contract years and is offered 2 Type 1 or equivalent positions, then ~~upon application~~ the employee will receive ~~1/34/4~~ of the rate for 1 Type 1 or equivalent position. **Payments will be made by no later than the November pay period of the following contract year.** 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 ~~1/64/8th~~ the rate for each position less than their average number of Type 1 or equivalent positions. **Payments will be made by no later than the November pay period of the following contract year.**

[...]

*[Deletes Nursing proof-of-practice/currency requirements for Clinical Course Director (CCD) positions.]*

#### 12.02 APPLICATIONS

12.02.1  
[...]

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

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

~~(iv) Applicants for Clinical Course Directorships will be expected to possess and/or maintain the currency component of the posted Required Qualifications. Approved leaves will have the requirement for 144 hours reduced by 3 hours per leave week for approved leaves of up to six months. For leaves of between six months and one year, the currency requirement will be waived for the subsequent academic session. It is understood that employees, upon returning from an approved leave will in the waived academic session take the necessary steps to confirm or re-attain the currency requirements prior to the onset of the subsequent academic session.~~

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

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

*[Deletes the “exceptional circumstances” (AKA “hot shot”) clause from Appointments language]*

12.04.1 Preamble: For the purposes of the 2020-2023 collective agreement, ~~recognizing~~ **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 ~~(i)~~ (ii).

Appointments shall be made as follows:

- ~~In the exceptional circumstances in which a candidate for a position as course director or team lecturer is adjudged by the appropriate Dean or~~

~~designate to be substantially and demonstrably more qualified, able and competent to perform the duties and responsibilities of the position than all other candidates for the position, that candidate may be appointed to the position. Where such a candidate is appointed, the hiring unit shall forward to the Union the name of the successful candidate, their curriculum vitae, and any other non-confidential information that formed the basis of the hiring, with a copy to the candidate who otherwise would have received the position.~~

- (ii) Pool of Candidates with Required and Preferred Qualifications:
- (a) ~~Where no appointment is made under (i), then the~~ **The** appointment shall be made from among the candidates with the required and preferred qualifications, according to the provisions of 12.04.1 ~~(ii)(i)(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 5.03.5;
  - (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).

*[Awards APE (seniority) credit for Type 3 appointments]*

#### 12.07 APPLICABLE PRIOR EXPERIENCE

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

[...]

**(iii) Type 3 appointments shall be counted as applicable prior experience for Type 1 appointments based on 135 hours of Type 3 = 0.33 Type 1 appointment *pro rata*.**

[...]

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

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

*[Requires NRAs to be emailed to applicants. Sets a 5-day deadline for issuing an Offer of Appointment after NRA expiry.]*

#### 12.12 NOTIFICATION OF APPLICANTS FOR POSITIONS

12.12.1 Each hiring unit shall ~~notify~~ **ensure that an email notification is sent to** all applicants for each position in the unit of the candidate(s) recommended for appointment to the position by a "Notice of Recommended Appointment" in the form contained in Appendix A.

12.13.3 Further, after the dates specified in Article ~~44.12~~ **12.12** (and where there are qualified applicants), and no query or grievance has been received, an "Offer of Appointment" shall be made ~~forthwith~~ **within five (5) calendar days**. Applicants for such positions, if not already notified of the recommended appointee(s), shall be sent a "Notice of Recommended Appointment." The requirement for posting of a position shall delay the appointment dates specified in Article ~~44.12~~ **12.12** only to the extent necessary to comply with the posting requirements.

*[NEW Article 12.18.5 creates a severance program for Affirmative Action (Conversion) pool members based on years of service and highest earnings in the last five years.]*

#### **12.18.5 SEVERANCE**

**Employees in the CUPE 3903 Unit 2 bargaining unit who are members of the Affirmative Action pool are eligible for severance.**

**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. Financial counseling will be available to the employee.**



The employment relationship with York University of an employee who elects to accept severance will be severed on the date of their application and the employee will lose entitlement to all applicable prior experience and years of service that have accumulated up to that time, for any and all purposes under the provisions of the collective agreement. Severance will be payable as a retiring allowance in an amount equal to a prorated portion of the employee's highest total earnings in the bargaining unit in any of the last five contract years before the application, according to the following schedule:

| <u>Years of Service</u> | <u>Prorated Portion of Highest Total Earnings</u> |
|-------------------------|---------------------------------------------------|
| <u>10 to 14 years</u>   | <u>25%</u>                                        |
| <u>15 to 19 years</u>   | <u>50%</u>                                        |
| <u>20 or 29 years</u>   | <u>75%</u>                                        |
| <u>30 + years</u>       | <u>100%</u>                                       |

For illustration purposes, if an eligible applicant has 20 years of service and their total highest earnings for the applicable period are \$50,000, then they would receive a severance payment of \$37,500.

*[Update Article 12.21 to better define appointment dates]*

#### 12.21 APPOINTMENT DATES

The appointment dates for contracts ~~in the fall/winter session~~ shall normally be ~~1 September to 30 April~~ **as follows:**

- (1) Fall/Winter: 1 September to 30 April**
- (2) Fall: 1 September to 31 December**
- (3) Winter: 1 January to 30 April**
- (4) Summer: 1 May to 31 August**

Where an employee is required to work after the formal termination date, the employee shall receive individual notice of this work requirement as soon as possible and not later than ~~45 March~~ **four (4) weeks prior to the formal termination date. Such individual notice shall detail the specific duties to be performed and their expected date of completion.**

- (i) In the event of grade appeals or academic dishonesty cases, such notice is not required. ~~Such work on grade appeals or academic dishonesty shall be compensated at the Overwork Rate.~~ Whenever such work exceeds two (2) hours, it shall be compensated at the Overwork Rate.**

- (ii) **For required attendance at Academic Dishonesty meetings following the expiry of the contract, such notice will also not be required. Such work will be compensated at the Overwork rate.** ~~Such individual notice shall detail the specific duties to be performed and their expected date of completion.~~

Where an employee is required to work after the formal termination date, the period of such work shall not be unreasonably extended.

*[Update course design process to require hiring unit requesting new course design to appoint course designer at least once within 2 years (and up to 3 times, rather than the current 2, within 4 years) or pay course designer the original (small) payment. Adds displacement fee for incumbents displaced by course redesign.]*

#### 12.22 REQUEST TO DESIGN COURSE

The parties agree that, in any department, there will be circumstances where it is desirable that the department request **that** an individual ~~to~~ design a new course (including particular “special options” courses) to be approved by the appropriate University bodies or to re-engineer or transform an existing course into an **online** ~~on-line~~ or blended course.

Where a request by the Employer to design a new course or to transform an existing course into a blended or online course is made under this Article, **the Employer will provide the course designer with one of the following within 24 months of the completion of the course redesign/transformation or the approval of the new course by the Senate:** ~~the course designer will be provided with~~

- (i) a one-time course designer payment equivalent to 1/8 the rate of a Type 1 position for a **3-credit** ~~3-credit~~ course and 1/4 the rate of a Type 1 position for a **6-credit** ~~6-credit~~ course, **or** ~~and may be provided~~

- (ii) the opportunity to teach the newly designed or transformed course **at least once. In such cases, the** ~~subject to the terms in (ii) below: (i) The department will provide the Union with copies of all the relevant documentation as soon as is practicable and before the commencement of the appointment.~~

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

course is a half course, regardless of the provisions of Articles 11 and 12.

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

No employee's incumbency in respect of a course will be adversely affected by the teaching of the course pursuant to **this article (ii)** ~~above~~ by another employee. **Further, where an incumbent is displaced by another employee who teaches a redesigned course pursuant this article, they shall be paid 2/5 of the salary for the appointment as a displacement fee.**

*[Expands scope of 12.23 to include consideration of travel time between nursing placements, introduces remote teaching options to resolve scheduling conflicts, and seniority in approving exchanges of appointments.]*

#### 12.23 SCHEDULING CONFLICTS

- (i) Where there is more than one section or group in a course and an individual is unable to accept a position in the course because the appointment is so scheduled as to conflict with another position they have accepted within the University, **or where travel requirements between assigned placements creates undue hardship on the employee or creates a conflict with another position they have accepted within the University,** the Employer shall make reasonable efforts to resolve such a conflict to enable the individual to accept both positions. **Reasonable efforts may include the option to teach remotely.**
- (ii) Employees who have taught at least four years in a hiring unit(s) and are interested in teaching in that hiring unit(s) in the following academic year and wish to have input into the scheduling of courses **and teaching groups** shall indicate in writing to the hiring unit(s) the areas of their interest and days and times during which they expect to be available. **Where the request involves on-campus assignments, to be** considered, this information must be received before the date by which time-tables must be submitted to the Room Allocation Centre. **Where the request involves off-campus placements, the request must be submitted within ten (10) calendar days of receiving the proposed course schedule.**
- (iii) Any and all exchanges of positions between or among appointees or recommended appointees require approval of the Employer **and shall be made on the basis of seniority. Such approval shall not be unreasonably withheld.**

*[delete 15.01.8 and relocates to new 4.05 ACCOMMODATIONS]*

~~15.01.8- RESOURCES FOR PERSONS WITH DISABILITIES~~

~~Persons with disabilities, per York University's accommodation process, shall be accommodated, including through access to special equipment or required resources identified as a required accommodation to assist employees in the performance of their teaching, demonstrating, tutoring or marking, on the same basis as other York University employees.~~

*[delete 15.01.12–15.01.13 and relocates to new 4.05 ACCOMMODATIONS]*

~~15.01.12- Where practicable, upon request to the Office of the Executive Director, Faculty Relations, employees who have a mobility impairment will have the location of their classes and/or office space re-assigned and/or receive such other accommodation as is reasonable and appropriate. The identity of the employee making the request and the fact and nature of the request shall remain confidential and shall only be released on a need to know basis or with the express consent of the employee concerned. The Office of the Disabilities Co-ordination Manager will act as a liaison between the Employer and the employee with disabilities on these issues.~~

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

*[increases Executive Service Fund to bring up to 1 CD per member]*

15.08 EXECUTIVE SERVICE

15.08.1 In recognition of the fact that service on the Union executive limits the ability of employees to make themselves available for employment, the Employer agrees to pay the Union by 30 September of **2026**~~each year~~ the equivalent of the salary of **twelve**~~ten~~ course directors, in full satisfaction of the Employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 agreements. **Effective September 2027 and thereafter, the Employer agrees to pay the Union by 30 September of each year the equivalent of the salary of fourteen course directors, in full satisfaction of the Employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 agreements.** These monies shall be distributed among the members of the executive as seen fit by the Union.

*[Updates participation language; creates repository of departmental constitutions;*

*adds recommendation for contract faculty seat on Board of Governors]*

15.10 PARTICIPATION

[...]

- 15.10.2 The Employer agrees to recommend (and to use its best offices to persuade) **the Board of Governors**, 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 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 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.~~
  - (iii) Amend the relevant Board of Governors documents to clearly state that contract faculty are eligible for election to one seat on the Board of Governors. It is intended that this process will produce its first Governor by August 31, 2027.**

15.10.3 [...]

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.

**The Employer will create a repository, accessible to the Union, of all constitutions and/or terms of reference documents from all departments and faculties in which members of the hiring unit are employed or have been employed within the preceding five academic years so that the Union can evaluate the extent to which departments and faculties have included CUPE 3903 members in deliberative processes per articles 15.10.1 and 15.10.2, and encourage further participation by CUPE 3903 members in departmental or faculty governance.**

**Unless stated otherwise, "faculty" in departmental and faculty council documents includes bargaining unit members who hold contracts in the hiring unit during the academic year.**

Where the central administration establishes a Task Force, and the outcome of the deliberations of the Task Force could potentially or is likely to have a significant and direct impact on bargaining unit work, the Employer agrees that at least one member of the Task Force will be a bargaining unit member selected from among the members of the bargaining unit who have been regularly employed in such work.

#### 15.10.4 EXPERIENCE CREDIT FOR PARTICIPATION

[...]

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

[...]

*[Updates Childcare Fund articles relating to fund disbursements and increases annual funding]*

#### 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~~ contributed shall be \$60,000. By September 30 of each ~~academic~~ year the Employer will ~~allocate \$50,000~~ disburse \$55,000 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 \$60,000~~ disburse \$65,000 to the Early Learning Centre at York University (formerly known as the York University Co-operative Daycare 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 Child Care Fee Subsidy ~~Metropolitan Toronto Social Services subsidy~~ or whose subsidy is inadequate. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.

15.12.4 Effective September 1, 2026/2023, and every 12 months thereafter, the Employer agrees to contribute to the Childcare Fund annually. The

Employer's contribution will be **\$302,000 effective September 1, 2026, \$312,000 effective September 1, 2027, and \$322,000 effective September 1, 2028**~~\$270,557 effective September 1, 2023, \$273,262 effective September 1, 2024, and \$275,995 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 30<sup>th</sup> of each year.

*[Relocates article for tuition waiver for spouses and dependents from 15.22 to 15.14. Expands eligibility to include members who have many years of service (15 for Art. 15.13 and 20 for Art. 15.14) at lower teaching intensity than the current requirements.]*

#### 15.13 TUITION WAIVER

Persons who have held at least three **(3)** Type 1 positions or equivalent in the bargaining unit during the previous thirty-six months, including at least one position during the twelve-month period preceding application, **or who have at least fifteen (15) years of service to the University, including at least one (1) Type 1 position or equivalent during the twelve-month period preceding application,** shall be eligible during the subsequent twelve months for a tuition fee waiver for York University degree credit work, either at the graduate or undergraduate level, approved for a program to which they have been admitted. The limit to the tuition fee waiver in the twelve-month period is the maximum value of fees payable by a part-time student in the program in which they are enrolled. (See also Article 15.20 Tuition Costs Fund.)

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

[...]

#### 15.14~~22~~ TUITION WAIVER FOR SPOUSES AND DEPENDENTS

Employees who, over the past three **contract** years, have held an average of 2.5 ~~†~~Type 1 or equivalent positions per year, **or who have at least twenty (20) years of service to the University, including at least one (1) Type 1 position or equivalent during the twelve-month period preceding application,** will be eligible to apply for a waiver of the tuition fees for degree credit courses offered by York University on behalf of their spouse and dependent(s) at the domestic rate in accordance with the University's Academic Fee Waiver Policy, which may change from time to time. For

clarity, "dependent" is defined as any individual eligible to be claimed as a dependent for York University Benefits Plan purposes."

*[Updates dates and adds notification process to Research Leave]*

#### ~~15.45~~**16** RESEARCH LEAVES

In each year of the collective agreement ~~2020-2021, 2021-2022, and 2022-2023~~ an annual Research Leave Fund will be maintained at a value of the equivalent of 9 type 1 positions to provide up to three Research Leaves in each of those contract years for employees meeting the eligibility criteria for the Affirmative Action ("Conversion") Pool. For one of the Research Leaves ~~starting in 2012-13~~ priority will be given to assist an employee in the completion of their PhD.

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

**All eligible members of the bargaining unit shall be notified of their eligibility in writing by November 1. Successful applicants will be notified by March 1 of each contract year. The criteria and procedures governing the administration of the Research Leaves shall be determined by the Labour/Management Committee.**

[...]

*[Changes annual RGF amount from \$ amount to value of 9 Type 1 positions and requires Employer to notify eligible members by Nov 1 and successful applicants by Mar 1]*

#### ~~45.46~~**15.17** RESEARCH GRANTS FUND

The Employer shall maintain a fund for the purpose of encouraging individual research and study and of defraying research costs incurred by members of the bargaining unit. ~~Effective September 1 2011~~ **The amount allocated in each contract year shall be equivalent to nine (9) Type 1 positions** ~~\$190,000~~. Any unspent monies shall remain in the Fund for future distribution.

The Research Grants Fund shall have two categories:

1. Each Major Research Grant shall consist of an amount equivalent to the current salary rate of one course directorship. The number of such grants shall be determined by the Labour/Management Committee. Should a 'Cap Exempt' employee receive a Major Research Grant, they shall abide by the Cap on positions as set forth in Article 12.03.1(v) and (vi) during the academic year in which the grant is held. Successful applicants shall receive one Type 1 applicable prior experience credit and shall designate a position previously held to which they wish the prior experience to be attributed.



2. All other Research Grants shall be in varying amounts up to ~~\$10,000~~~~\$8,000~~. Unless otherwise specified, the allocation of funds to the various research grants and the criteria for eligibility in the competitions for them shall be determined by the Labour/Management Committee.

**All eligible members of the bargaining unit shall be notified of their eligibility in writing by November 1 of each contract year. Successful applicants will be notified by March 1 of each contract year.**

[...]

*[Updates dates relating to conference travel fund and add notification process]*

**15.4718 CONFERENCE TRAVEL FUND**

The Employer shall maintain a Conference Travel Fund to support contract faculty members of the University attending scholarly/professional/artistic conferences—Effective September 1, 2011 to ~~2014~~~~2015~~ The amount allocated to the Fund shall be \$100,000 per contract year. Any unspent monies shall be retained in the Fund for future distribution.

**All eligible members of the bargaining unit shall be notified of their eligibility in writing by September 1 and February 1 of each contract year.**

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

*[Increases Article 15.19 PDF each year]*

**15.19 PROFESSIONAL DEVELOPMENT FUND**

The Employer agrees to contribute to the Professional Development Fund as follows:

~~\$185,000~~~~\$142,564~~ Effective September 1, ~~2026~~ 2023,

~~\$210,000~~~~\$143,989~~ Effective September 1, ~~2027~~ 2024,

~~\$235,000~~~~\$145,430~~ Effective September 1, ~~2028~~ 2025, and each September 1 thereafter.

[...]

*[delete 15.26 and relocates to new 4.05 ACCOMMODATIONS]*

~~15.26~~ ACCOMMODATION

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

~~The University's process for accommodation of academic employees can be found at the following location:~~

~~<https://yulink-new.yorku.ca/group/yulink/absence-leave-andaccommodation>~~

*[Increases retirees' health care account and the maximum annual amount the employer will cover for all retiree's benefits; Reduces required notice period for retirement]*

15.27 POST-RETIREMENT BENEFITS

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

- a) each retiree's health care spending account will have an annual limit of ~~\$23,000~~ and ~~\$2200~~ effective January 1, 202~~7~~5;
- b) the total annual Employer contribution to cover post-retirement benefits over the term of this collective agreement is a maximum of ~~\$144,000~~ and ~~\$122,400~~ **130,000** effective May 1, 202~~7~~4 and thereafter. Any unspent portion of the Employer's annual contribution will be carried forward to the next year. **The Employer shall annually report to the Labour/Management Committee regarding the number of retirees with health spending accounts, the amount spent during the year, and the amount remaining.**

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

- a) be enrolled in the York University Pension Plan;
- b) provide a minimum of ~~three months'~~ **one month's** 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 notice to retire shall automatically be considered notice of intent to enroll in the post-retirement benefits plan unless otherwise stated by the retiree;**

- 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.

**Note for Clarity: Unit 2 members who have met eligibility criteria outlined in (a) and (b) but who are not able to elect to receive their monthly pension as a result of their age (younger than 55 years of age) may begin receiving post-retirement benefits as soon as they are able to elect to receive their monthly pension from the York University Pension Plan.**

*[Updates dates relating to FUND PROTECTION and applicable articles]*

#### 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, 202~~63~~<sup>74</sup> and October 1, 202~~74~~<sup>85</sup>. 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 202~~63~~-202~~96~~ 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.

[...]

Funds:

- Article 15.12.2 and 15.12.3 Childcare Subsidies
- Article 15.16 Research Grant Funds
- Article 15.17 Conference Travel Fund
- Article 15.18 Teaching Development Fund
- Article 15.19 Professional Development Fund
- **Article 15.27 Post Retirement Benefits**
- Article 20 Ways & Means Fund

[...]

*[Updates CUPE Benefits Fund dates and amounts]*

#### 15.30 CUPE 3903 BENEFITS FUND

Effective September 1, ~~2026~~<sup>2023</sup>, and every 12 months thereafter, the

Employer agrees to contribute an amount to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. The amount contributed by the Employer is ~~\$510,000~~ ~~\$476,720~~ effective September 1, ~~2026~~2023, ~~\$525,000~~~~\$481,487~~ effective September 1, ~~2027~~2024, and ~~\$540,000~~~~\$486,302~~ effective September 1, ~~2027~~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.

*[Makes Article 15.32 permanent and updates reporting mechanism]*

15.32 SUPPORT FOR RACIALIZED EMPLOYEES

Effective September 1, ~~2024~~, and September 1, ~~2025~~, **2026, and each September thereafter**, the Employer will provide to CUPE 3903 \$25,000 toward the Union's ongoing support of racialized employees in the bargaining unit who confront and experience race related and/or other intersecting forms of discrimination, harassment, and/or violence. **An Annual Report consisting of non-confidential and aggregate data shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30.** By September 30, ~~2025~~, and September 30, ~~2026~~, the Union will provide a report consisting of non-confidential and aggregate data to the Office of Faculty Relations through the Labour/Management Committee indicating the nature and purpose of disbursements and amounts of money spent in the previous 12-month period. This report may assist the Employer in identifying potential systemic barriers.

*[Makes 15.33 permanent and updates reporting accordingly]*

15.33 MENTORING

Effective September 1, ~~2024~~, and September 1, ~~2025~~, **2026, and each September thereafter**, the Employer will provide to CUPE 3903 \$10,000 for the purpose of providing mentorship and professional development opportunities for employees in the CUPE 3903 bargaining units. By September 30, ~~2025~~, and September 30, ~~2026~~ **of each year**, the Union will provide a report to the Office of Faculty Relations through the Labour/Management Committee indicating the nature and purpose of disbursements and amounts of money spent in the previous 12-month period.

*[Clarifies further Article 17.19 and expands leave accorded]*

17.19 EMERGENCY LEAVE

In the event of a bona fide emergency not covered elsewhere in the agreement, **including but not limited to a housing emergency, family**

**emergency, or war impacting the employee and/or employee's family, an employee shall be granted leave paid at full salary of up to ~~two~~four thirty-fifths of their Appointment Contract(s)**

*[NEW article 17.24 creating Indigenous Ceremonies Leave]*

**17.24 INDIGENOUS CEREMONIES LEAVE**

**Employees who identify as Indigenous and wish to participate in traditional ceremonies shall be granted paid Indigenous Ceremonies Leave up to four-thirty-fifths of the period of their Appointment Contract(s). Notice shall be provided to the Employer in advance.**

*[NEW article 17.25 establishing leave relating to pregnancy loss]*

**17.25 PREGNANCY LOSS**

**An employee eligible for the leaves of absence outlined in Articles 17.06 or 17.07 shall be entitled to a leave of absence if**

- (a) their pregnancy does not result in a live birth, or**
- (b) the pregnancy of the child for which they were going to accept caregiver responsibility does not result in a live birth.**

**In the case of pregnancy resulting in a stillbirth, employees will be entitled to up to eight thirty-fifths of the period of their appointment contract, with two thirty-fifths of the appointment contract as paid leave. In any other case, employees will be entitled to up to two thirty-fifths of their appointment contract as paid leave.**

*[Updates Ways and Means Fund dates and amounts]*

**ARTICLE 20 – WAYS AND MEANS FUND**

20.01 Upon ratification of the ~~2026-2029~~2023–26 Collective Agreement the Employer will pay to the Union effective September 1, ~~2026~~2023 **\$260,000**~~\$240,725.51~~, 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. Effective September 1, ~~2027~~2024, this amount will be **\$270,000**~~\$243,132.77~~ and effective September 1, ~~2028~~2025, this amount will be **\$280,000**~~\$245,564.09~~, 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, the Employer will commit up to \$10,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer).

*[NEW Article 21.02, relocated from 4.06]*

## **21.03 PRINTING AGREEMENT**

**21.03.1 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 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.**

**21.03.2 The Union shall be responsible for translating the collective agreement into French and printing sufficient copies of the translated agreement for its bilingual and Francophone members and the Employer. The Employer agrees to bear one-half the cost of translating the agreement to a maximum of \$5000. The Employer also agrees to bear one-half the cost of printing and distributing a maximum of 100 copies of the translated agreement. Where there is any disagreement as to the interpretation of this agreement, the English version shall be binding.**

*[NEW Article 22.03.1, mandating employer share contact information for Departmental/Divisional administrators]*

[...]

**22.03.1 By 30 September each year, the Employer will provide the Union with the contact information for all department Chairs and/or Directors of Departments/Divisions in which members of the bargaining unit have been employed during the previous three academic years. If a Chair/Directorship changes after 30 September, the Employer will provide updated contact information to the Union as soon as possible.**

[...]

*[Requires Employer to notify all members of AA pool of their eligibility for conversion appointments by October 1 annually.]*

## **ARTICLE 23 – AFFIRMATIVE ACTION**

[...]

### **23.03 SEARCH AND SELECTION**

**23.03.1 Units wishing to appoint a particular eligible employee to a probationary-tenure position, either within a Unit or on a cross-appointed basis, may apply through the Dean to the Provost and Vice-President Academic for approval of a position. All eligible candidates in the affirmative action pool shall be notified of their eligibility in writing by October 1 of each contract year.**

*[Sets minimum annual AA (conversion) appointment number as percentage (10%) of full-time faculty appointments (excluding conversions) made during the previous year.]*

- 23.04 (i) For appointments commencing on each of July 1, 2025 and July 1, 2026, ~~in of each of these years~~ **year**, the Office of the Provost and Vice-President Academic shall make ~~at least two (2)~~ **a number of** recommendations for full-time faculty positions to the tenure stream **equal to two (2) or ten percent of the total full-time faculty appointments (excluding appointments made under this article) made across the University during the previous academic year, whichever is higher. Partial results of the calculation will be rounded up to the nearest whole number.**

A minimum of ~~one recommendation~~ **fifty percent of recommendations** in each of the two years **year** will be prioritized for candidates who self-identify as ~~Aboriginal (Indigenous)~~ **Indigenous (Aboriginal)** or as a member of a ~~visible minority (racialized group)~~ **racialized group (visible minority)**. ~~Where in either of the two years~~ **If, in any year**, the Office of the Provost and Vice-President Academic is unable to make a recommendation with respect to a prioritized candidate who self-identifies as ~~Aboriginal (Indigenous)~~ **Indigenous (Aboriginal)** or as a member of a ~~visible minority (racialized group)~~ **racialized group (visible minority)**, the next priority will be to make a recommendation with respect to a candidate from one or more of the other Equity Groups.

**By October 1 annually, the University will report to the Union the total number of full-time faculty appointments (excluding appointments made under this article) made during the previous academic year.**

**By July 15 annually, the University will report to the Union the number and names of Affirmative Action pool members appointed under this article, the hiring units in which their appointments were made, and the employment equity status of all applicants in the previous year.**

*[Requires Employer to notify AA pool members of their eligibility for LSTAs by October 1 and successful applicants of their appointments by May 31. Sets minimum annual LSTA number as percentage (1%) of the total volume of work in the bargaining unit during the previous year.]*

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

### 24.01 ELIGIBILITY

Employees who effective September 1 preceding the date of the award of an LSTA, have been in the Unit 2 “Affirmative Action Pool” and who have taught at an intensity of an average of 2.5 FCEs over the three previous years (may include approved leaves) are eligible to apply for a Long Service Teaching Appointment. **All eligible candidates in the affirmative action pool shall be notified of their eligibility in writing by October 1 of each**

**contract year.**

[...]

24.05 LSTAs will be awarded on the basis of hiring unit teaching needs, quality of the applicant's teaching file, and the applicant's number of years in the Affirmative Action Pool. ~~All successful applicants shall be notified of their appointment in writing by July 1 of each contract year, with a copy to the Union.~~

24.07 In the 2024-25 contract year a minimum of 6 LSTAs will be offered for September 1, 2025 and in the 2025-26 contract year a minimum of 6 LSTAs will be offered to eligible applicants for September 1, 2026. **In each contract year, a minimum of 1 percent of the total FCEs (full-course equivalents) in the bargaining unit each year, from May to April, will be offered through new LSTA appointments to commence the following September 1. For example, if there are 1500 FCEs in the bargaining unit in a year, then a minimum of 5 (15 FCEs divided by 3.0 per LSTA) new LSTAs would be appointed. Partial results of the calculation will be rounded up to the nearest whole number. For example, if there are 1000 FCEs in the bargaining unit, then a minimum of 4 new LSTAs would be appointed (10 FCEs divided by 3.0 per LSTA, with the result, 3.33, then rounded up to 4).**

~~A minimum of three recommendations in each of the two years will be prioritized for candidates who self-identify as Indigenous or Racialized. Where in either of the two years~~ **Fifty percent of the total number of LSTAs each contract year will be awarded to applicants who self-identify as Indigenous or as a member of a racialized group. If in any year,** the Office of the Provost and Vice-President Academic 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** Racialized, the next priority will be to make a recommendation with respect to a candidate from one or more of the other **Employment Equity Groups. In any year where the Office of the Provost and Vice-President Academic 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 Employer shall deposit an additional \$10,000.00 to the Support Fund for Racialized Members who Experience Discrimination, Harassment, and Violence.**

24.08 On or before May 31, the University will advise the Union of the names of the persons who will have an LSTA and the employment equity status of the applicants who applied in that year **report to the Union the total FCEs in the bargaining unit during the previous year, the number of LSTAs appointed, the names of the successful applicants and the hiring units in which their appointments were made, the employment equity status of all applicants, and the names, hiring units, and appointment years of all LSTA holders.**



**ARTICLE 25 – TRANSITIONAL CONTINUING APPOINTMENT PROGRAM (TCA)**

**25.01 Eligibility**

Employees who, as of the date of their application, are in the Affirmative Action pool and who have not previously elected to retire from a York University position outside the bargaining unit may apply for a TCA. Further, to be eligible for the severance per 25.07, 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.

**25.02 Terms of the Transitional Continuing Appointment**

A 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 decreases as follows:

- (i) 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
- (ii) A 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 25.07 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.

**25.03 Teaching Assignment Commitment**

The initial teaching assignment commitment is based on the applicant's average number of teaching assignments during the previous 3 contract years:

| <u>Average<br/>number of Type<br/>1 equivalent<br/>assignments</u> | <u>Teaching<br/>Assignment<br/>Commitment<br/>(Type 1 equivalents)</u> |
|--------------------------------------------------------------------|------------------------------------------------------------------------|
| <u>2.0 – 2.4</u>                                                   | <u>2.0</u>                                                             |

|                      |            |
|----------------------|------------|
| <u>2.5 – 2.9</u>     | <u>2.5</u> |
| <u>3.0- 3.4</u>      | <u>3.0</u> |
| <u>3.5 -3.9</u>      | <u>3.5</u> |
| <u>4.0 and above</u> | <u>4.0</u> |

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

#### 25.04 Teaching Assignments

##### 25.04.1 Two-year TCA:

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

| <u>Teaching<br/>Assignment<br/>Commitment<br/>(Type 1 equivalents)</u> | <u>Year 1<br/>Assigned teaching<br/>(Type 1<br/>equivalents)</u> | <u>Year 2<br/>Assigned teaching<br/>(Type 1<br/>equivalents)</u> |
|------------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------|
| <u>2.0</u>                                                             | <u>1.5</u>                                                       | <u>1.0</u>                                                       |
| <u>2.5</u>                                                             | <u>2.0</u>                                                       | <u>1.5</u>                                                       |
| <u>3.0</u>                                                             | <u>2.5</u>                                                       | <u>2.0</u>                                                       |
| <u>3.5</u>                                                             | <u>3.0</u>                                                       | <u>2.5</u>                                                       |
| <u>4.0</u>                                                             | <u>3.5</u>                                                       | <u>3.0</u>                                                       |

##### 25.04.2 Three-year TCA:

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

| <u>Teaching<br/>Assignment<br/>Commitment<br/>(Type 1<br/>equivalents)</u> | <u>Year 1<br/>Assigned<br/>Teaching<br/>(Type 1<br/>equivalents)</u> | <u>Year 2<br/>Assigned<br/>Teaching<br/>(Type 1<br/>equivalents)</u> | <u>Year 3<br/>Assigned<br/>Teaching<br/>(Type 1<br/>equivalents)</u> |
|----------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------------|
| <u>2.0</u>                                                                 | <u>1.5</u>                                                           | <u>1.0</u>                                                           | <u>1.0</u>                                                           |
| <u>2.5</u>                                                                 | <u>2.0</u>                                                           | <u>1.5</u>                                                           | <u>1.5</u>                                                           |
| <u>3.0</u>                                                                 | <u>2.5</u>                                                           | <u>2.0</u>                                                           | <u>2.0</u>                                                           |

|            |            |            |            |
|------------|------------|------------|------------|
| <u>3.5</u> | <u>3.0</u> | <u>2.5</u> | <u>2.5</u> |
| <u>4.0</u> | <u>3.5</u> | <u>3.0</u> | <u>3.0</u> |

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

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

The Employer shall provide TCA holders with the opportunity to request preferred courses in each contract year and shall make best efforts to assign individuals to their preferred courses prior to their assignment to any non-TCA holder in the bargaining unit.

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

#### 25.05 Applications

The Employer will provide notice in writing to all members of the bargaining unit who meet the eligibility requirements in 25.01 above by no later than September 30 of each contract year.

Applications to the hiring unit(s) in which eligible applicants wish to hold a TCA must be submitted no later than November 1 of each contract year for appointments commencing September 1 of the following contract year. Applications must indicate whether the application is for a two-year or three-year TCA. Applicants will submit a Blanket Application form and an updated CV

*[Note: The Blanket Application Form must be amended to include a check box for the TCA program]*

#### 25.06 Appointments

Appointments to the TCA will be made based on the hiring unit(s)' ability to meet its or their teaching commitment to the TCA holder over the two-year or three-year term.

Hiring units will make recommendations on the application(s) to the Dean or Principal, or designate, who will make final appointment decisions. No application shall be unreasonably denied. All successful applicants shall be notified of their appointment in writing by July 1 of each contract year, with a copy to the Union.

Applicants who are offered and accept a TCA are, at the time of accepting the offer, required to provide irrevocable notice of intent to sever their employment relationship with the University effective September 1 immediately following the conclusion of their TCA. Upon receipt, the Employer shall forward this notice to the Pensions & Benefits office.

25.07      Severance

TCA holders will receive a severance payment at the conclusion of the TCA payable as a retiring allowance and calculated at the prevailing Type 1 rate based on the initial Teaching Assignment Commitment. The Initial Teaching Commitment shall be multiplied by the prevailing Type 1 rate and the total modified as follows

(i) For those with an initial teaching assignment of less than 3.0:

- (a) multiplied by 0.72 for a two year TCA
- (b) multiplied by 0.60 for a three year TCA

(ii) For those with an initial teaching assignment of 3.0 or greater:

- (a) multiplied by 0.80 for a two year TCA
- (b) multiplied by 0.67 for a three year TCA

For illustrative purposes only, using the 2023-26 CD rate:

(1) An employee who has a two-year TCA with a teaching assignment commitment of 3.5 FCEs would receive a severance payment of \$59,760.  $[3.5 * \$21,343 * 0.80 = \$59,760]$

(2) An employee who has a three-year TCA with a teaching assignment commitment of 3.5 FCEs would receive a severance payment of \$50,049.  $[3.5 * \$21,343 * 0.67 = \$50,049]$

(3) An employee who has a two-year TCA with a teaching assignment commitment of 2.5 FCEs would receive a severance payment of \$38,417.  $[2.5 * \$21,343 * 0.72 = \$38,417]$

(4) An employee who has a three-year TCA with a teaching assignment

commitment of 2.5 FCEs would receive a severance payment of \$32,015. [2.5 \* \$21,343 \* 0.60 = \$32,015]

## 25.08 Post-Retirement Benefits

Where an applicant accepts a TCA and provides irrevocable notice to sever their employment relationship with the University per 25.06, such an applicant will be deemed to have fulfilled their written notice responsibilities in accordance with Article 15.27 should they wish and be otherwise eligible to receive Post-Retirement Benefits, including a retiree healthcare spending account, a retiree library card, and a retiree email account.

*[Creates a process for Employer notification of members eligible for Long Service Guarantee payments under the existing LOU and deadlines for members to claim and receive their payments]*

### **LETTER OF UNDERSTANDING**

#### **LONG SERVICE GUARANTEE**

Employees who have at least fifteen years of service in the bargaining unit (in each year of which at least one type 1 position was held, with at least three type 1 positions or their equivalent in each of the last five years, and who submit a blanket application(s) and/or submit specific applications for at least three type 1 positions or their equivalent per their "'normal' historical application profile" can normally expect to be offered at least three type 1 positions in a given contract year. In the event that any such employee is not offered at least three type 1 positions or their equivalent in a given contract year, they shall be paid a stipend equaling 70% of the rate of each position fewer than three type 1 positions or their equivalent and will receive applicable prior experience for three type 1 positions. For example, if such an employee is offered 2.5 type 1 positions or their equivalent in a given contract year, they will receive a stipend of 70% of the rate of a half type 1 position. **The Employer shall notify all eligible employees of their eligibility by no later than September 30 of each contract year. Where the employee chooses to exercise their entitlement under the Long Service Guarantee, they shall notify the Employer by no later than October 15, and the payment shall be made no later than November 30.**

If in the immediate subsequent contract year that employee is again offered fewer than three type 1 positions or their equivalent, they will have the choice of accepting the positions they have been offered or accepting severance pursuant to Letter of Understanding: Severance, at the enhanced rate of 6/35 of the grid rate in the severance year for the position of course director for each year of service in which the employee held at least one type 1 or equivalent positions in the bargaining unit. **The Employer shall notify all eligible employees of their eligibility by no later than**

**September 30 of each contract year. Where the employee chooses to exercise their entitlement under the Long Service Guarantee, they shall notify the Employer by no later than October 15, and the payment shall be made no later than November 30.**

*[Makes Letter of Agreement permanent and updates data Employer provides union]*

## LETTER OF AGREEMENT

### DISCUSSIONS REGARDING WORKPLACE ACCOMMODATION

The Union and the Employer agree that at in February and May of each year, the Employer, Employee Well-Being and the Union will engage in a discussion the scope of which will include:

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

Four weeks in advance of a scheduled meeting, the Employer will provide the Union with the following non-confidential aggregate data as available through EWB regarding;

(a) newly medically accommodated employees in the CUPE 3903 bargaining units, including information regarding the nature of the accommodation provided;

**(b) all medically accommodated employees broken down by bargaining unit;**

(c) the number of CUPE 3903-represented employees newly seeking an accommodation on the basis of family status;

**(d) the total number of CUPE 3903 represented employees approved for family status accommodations.**

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 Staff Representative Equity (or nearest equivalent position) on behalf of the Union. If either party wishes to have more than three representatives in attendance, they should seek the agreement of the other party no later than seven days in advance of the meeting.

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

*[NEW Letter of Intent Regarding York University Pension Plan]*

Letters of Intent

[...]

**18. Changes to the York University Pension Plan (YUPP 1.07 and YUPP 1.11) for CUPE 3903 Members**

**Whereas, CUPE3903 has been a member of the pension plan since January 1, 1988, and**

**whereas the yearly wage equivalent of a three-course teaching load is usually deemed normal full-time, full-year pensionable basis for other unions contributing to the YUPP, and**

**whereas on January 1, 2015, the employer set the full-time normal basis, and only for CUPE 3903 members, to a 3.5 course load level without corresponding union consultations, and**

**whereas, at present the YUPP includes a formula for determining the “minimum guaranteed benefit” (MG benefit) that compares unfavorably to the MG benefit formula of other similar plans in our sector, and**

**whereas most plans in our sector pay roughly 5% more upon retirement for the same years of service and income, and many include provisions for CPI indexing of benefits, often adding nearly 25% in value to a pension plan lacking such a provision, and**

**whereas the current surplus, as well as changes introduced to the YUPP in 2014, have caused benefits to decline slightly and the ratio of employer to employee contributions to change from roughly 65% each year to roughly 55% in recent years,**

**both parties agree to rectify the imbalance by introducing, by January 1, 2028, and seeking agreement from other Unions in the YUPP to the following changes to the York University Pension Plan:**

**1.07 (d) Credited Service**

**(d): teaches a minimum of 3.5 3 full-time course equivalents at the University in the Plan Year over a period of less than 12 months. Lower course equivalents will be prorated as a fraction of this full-time equivalent for Credited Service.**

**1.11 Final Average Earnings**

**[...] means the average, as determined by the University, of the Member's Earnings during the five four years of highest Earnings after July 1, 1960 but prior to retirement.**

**As a penalty for inactivity or non-compliance, the university will issue a one-time payment of up to 1% of a member's 2027 gross annual earnings, but only up to their maximum contribution room, into their current year pension as an AVC (additional voluntary contribution) on April 1, 2028. This payment will be received**

**by all currently active CUPE 3903 members who joined the pension plan in the year of 2026 or before and are holding a contract in 2028.**

*[Adding contract hours to offer of appointment]*

## **APPENDIX B**

### **YORK UNIVERSITY**

#### **CONTRACT TEACHING – OFFER OF APPOINTMENT**

Dear: \_\_\_\_\_ Date: \_\_\_\_\_

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

Hiring Unit \_\_\_\_\_ Faculty \_\_\_\_\_

1. Position Title \_\_\_\_\_ Type \_\_\_\_\_  
*Article 10.04*

Course \_\_\_\_\_ Number of Assignments/~~Hours~~\* \_\_\_\_\_  
*Calendar Listing*

**Total Contract Hours\*\*** \_\_\_\_\_

Session \_\_\_\_\_ Meeting Time(s)  
\_\_\_\_\_

Salary \_\_\_\_\_ Vacation \_\_\_\_\_ Total \_\_\_\_\_

2. Position Title \_\_\_\_\_ Type \_\_\_\_\_  
*Article 10.04*

Course \_\_\_\_\_ Number of Assignments/~~Hours~~\* \_\_\_\_\_  
*Calendar Listing*

**Total Contract Hours\*\*** \_\_\_\_\_

Session \_\_\_\_\_ Meeting Time(s)  
\_\_\_\_\_

Salary \_\_\_\_\_ Vacation \_\_\_\_\_ Total \_\_\_\_\_

3. Position Title \_\_\_\_\_ Type \_\_\_\_\_  
*Article 10.04*



Course \_\_\_\_\_ Number of Assignments/~~Hours~~\* \_\_\_\_\_  
*Calendar Listing*

**Total Contract Hours\*\*** \_\_\_\_\_

Session \_\_\_\_\_ Meeting Time(s)  
\_\_\_\_\_

Salary \_\_\_\_\_ Vacation \_\_\_\_\_ Total \_\_\_\_\_

4. Position Title \_\_\_\_\_ Type \_\_\_\_\_  
*Article 10.04*

Course \_\_\_\_\_ Number of Assignments/~~Hours~~\* \_\_\_\_\_  
*Calendar Listing*

**Total Contract Hours\*\*** \_\_\_\_\_

Session \_\_\_\_\_ Meeting Time(s)  
\_\_\_\_\_

Salary \_\_\_\_\_ Vacation \_\_\_\_\_ Total \_\_\_\_\_

Total Value of All Contracts \_\_\_\_\_

\* For Type 1 and 2 positions, ~~this refers to~~ **list** the number of teaching/tutorial groups.

**\*\*For Type 2 and 3 positions, list the total contract hours.**

~~For Type 3 positions, this refers to number of hours in the appointment.~~

[...]