

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
DENTAL PLAN U1 10.14 / U2 10.11 / U3 10.10 BENEFITS (1)	
Increase total coverage by 25%	Benefit year maximum We will not pay more than \$3,750 \$3,000 per person for each benefit year for all services. [p.20]
Increase major dental procedures coverage to 100%	Major dental procedures... We will pay 85 100 % of the eligible expenses for these procedures. [p. 24]
ADD Orthodontics coverage	Orthodontic procedures Your dental benefits include the following procedures used to treat misaligned or crooked teeth. 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. The following orthodontic procedures are covered: • interceptive, interventive or preventive orthodontic services, other than space maintainers (Preventive dental procedures). • comprehensive orthodontic treatment, using a removable or fixed appliance, or combination of both. This includes diagnostic procedures, formal treatment and retention.
DRUG AND PARAMEDICAL SERVICES PLAN U1 10.16 / U2 10.13 / U3 10.10(2)	
Increase per specialty maximum and total paramedical by 25%	We will cover 100% of the costs, up to a maximum of \$2,000 \$2500 per specialty and an overall combined maximum of \$3,000 \$3,750 per person per benefit year for all paramedical specialists listed below: (p.14)
ADD Acupuncturists and Osteopaths to covered specialties	(p. 15) [...] ▪ licensed psychiatrists. ▪ licensed acupuncturists ▪ licensed osteopaths
ADD Hearing devices	Hearing Devices We will cover hearing device costs that are NOT covered as part of the Assistive Devices Program 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.
ADD Orthopedic footwear	Orthopedic Footwear We will cover orthopedic care and footwear costs, up to a maximum of \$600 per pair of custom orthotic insoles, and/or \$2000 per pair of custom orthopedic shoes, in any 24-month period per person.
VISION CARE PLAN U1 10.17 / U2 10.14 / U3 10.10 BENEFITS (3)	

Increase maximums for individual services + separate eye exam coverage	We will cover 100% of these costs up to a maximum of \$400\$500 for single vision eyeglasses, \$700 for multifocal eyeglasses, \$500 for contact lenses, \$120 for an eye exam, and \$1000 for laser eye correction surgery in any 24-month period per person. [p. 15]
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Proposals Regarding Other Components of the Unit 2 Collective Agreement

[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.**

[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.

[...]

[submission at Step Two should be Dean and/or Director since not all policy grievances involve a Dean]

ARTICLE 6 – GRIEVANCES

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

[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.
[...]

[Introduces language to allow for mandatory Occupational Health and Safety and AODA training, and Sexual Violence training]

10.01.1 TYPE 2 WORKLOAD

[...]

(ii) **(a)** For Type 2 positions, all work assigned and/or approved by the course supervisor shall be included in the hours noted above. This work may include, but is not limited to, preparation for classes, preparation of written or audio-visual materials, attending lectures, leading discussions and supervising laboratories, rating students' work, holding office hours, consulting with students, invigilation of tests and exams, writing and grading tests, examinations and lab sets, grading essays, term papers and problem sets, setting up experiments, conducting field trips, and conferring with the 25 supervisor.

(b) Any Employer-required training or orientation of fewer than ten hours, or fewer than fifteen hours in the case of a first appointment as an employee of York University, shall be included in the hours specified in Article 10.01.1(i) and normally shall take place during the period of time that the employee holds the position. Such training may include up to five (5) hours of mandatory Occupational Health and Safety and AODA training, and Sexual Violence training. Any Employer-required training or orientation of more than ten hours shall be reimbursed for those hours beyond ten hours, at the Overwork Rate. Where the Employer is requiring that an employee attend training or orientation the employee will be provided with timely, advance notice.

(iii) Since the course supervisor/director is primarily responsible for assigning reasonable duties and responsibilities, allocating sufficient hours, and ensuring that the assigned duties and responsibilities of the Tutor can be completed within the time allocated:

(a) As soon as possible after the start of the appointment, and, normally, no later than the end of the first calendar month of the course (e.g., end of September for full-year and fall courses and end of January for winter courses), the course supervisor shall assign and discuss the duties and responsibilities and the reasonable pacing of the work assigned, taking into consideration the normal sessional fluctuation and patterns of work, of the appointment, in as much detail as practicable, with the ~~Tutor~~ **Tutor**. As part of the discussion of the duties and responsibilities of the Tutor, the course supervisor and the Tutor shall discuss how important course dates (such as assignment due dates and dates of tests and exams) correspond to centralized administrative deadlines (such as the final date for submitting grades). **Course supervisors shall discuss with each Tutor the**

number of hours each requires to complete their Employer-required training and orientation and shall include sufficient hours in their individual Workload Forms to accommodate the requirements of each. This discussion of duties and responsibilities, including the allocation of time for the various duties and responsibilities shall be confirmed in writing to the Tutor by the course supervisor with a copy sent to the hiring unit Chair and to the Union within fourteen (14) calendar days of the meeting. This written confirmation shall hereafter be referred to as the Workload Form. (See Appendix M Workload Form for Unit 2 Type 2 Positions.)

[...]

[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 ~~1/31/4~~ 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 ~~1/31/4~~ 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 ~~1/61/8th~~ 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.~~

³~~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:

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

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

(iii) 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)(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).

[Corrects reference to incorrect article]

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

[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 ~~11.12~~ **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 ~~11.12~~ **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 4 ~~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 ~~15 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-~~ **online** 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)~~ (i) and is not otherwise prevented from teaching the course for reasons beyond ~~his or their~~ control, in subsequent sessions in which the course is offered, the provisions of 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, t**o 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.~~

[Modernizes the language for Health and Safety. The changes below draw on York's own health and safety policies (as approved by the BOG), the YUSA CA language, the 1994 agreement, and the recommendations of our previous JHSC Coordinator and members. Changes to the language update the articles so that they are relevant and conforms to existing practice.]

~~15.02.1~~ **15.02 HEALTH AND SAFETY**

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

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

The University also recognizes the importance of engaging individuals in health and safety initiatives through:

- **The provision of fulsome education and training to increase knowledge and awareness**
- **The work of the Joint Health and Safety Committees**
- **The enactment of the internal responsibility system such that everyone, regardless of role, plays an important part in creating and maintaining a healthy workplace**

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

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

The University shall ensure appropriate air quality is provided to all buildings by designing and maintaining building ventilation systems according to applicable legislative standards in Ontario, Health Canada guidelines for indoor air quality, and ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) standards.

Further, the Employer shall provide sufficient facilities, supplies and services to protect the health and safety of employees as they carry out their duties. The parties agree that the Employer shall provide, and employees shall make use of, protective equipment wherever the same is required for the safe and effective performance of an employee's duties. **Any Employee required to operate equipment requiring safety precautions, the use of protective devices, and/or safe handling procedures shall receive information, instruction and/or training by the Employer as required to ensure the health and safety of the Employee and the safe operation of the equipment or such other training as may be required under the OHSA.** The parties agree to ensure that the safety equipment, materials and protective devices provided by the Employer

are maintained in good condition. **Bargaining Unit members may request from their employment supervisors and/or the Labour/Management Committee may request from the appropriate bodies information** Information regarding personal protective equipment that is used or may be used by members of the bargaining unit in the course of their employment ~~will be requested from the appropriate bodies by the Labour/Management Committee.~~

- 15.02.2 The Employer **shall make all necessary and reasonable provisions for the occupational health and safety of its Employees and** shall comply with the Occupational Health and Safety Act **and other relevant legislation and regulations**. No employee shall be required to act, nor shall they act, in the course of their employment, in a manner which constitutes a health or safety hazard under the Act. The Employer shall inform all employees **in their Written Offers of Appointment** of their rights and obligations under this Act.

15.02.3 **HEALTH AND SAFETY TRAINING**

The parties agree to carry on frequent and continuing education programs for employees, providing information and instruction on safety **policies and procedures and workplace hazards** in accordance with ~~W.H.M.I.S. requirements~~ **relevant legislation, especially the Occupational Health and Safety Act, which requires the Employer to provide information and instruction to workers to protect them in the workplace and acquaint them with any hazards in their work or workplace (OHSa sec. 25(2)). The Act also requires workers to work in compliance with the provisions of the Act and the regulations (sec. 28(1)).**

- (i) **All members of the bargaining unit are required to complete health & safety training mandated by OHSa and other relevant legislation, as well as other training agreed to by the Labour/Management Committee. Such training may include but is not limited to Health & Safety Orientation, WHMIS Level 1 or WHMIS Level 2, Workplace Harassment & Violence, Slips, Trips, and Falls Prevention, any applicable job-specific training, and other training agreed to by the Labour/Management Committee.**
- (ii) Attendance at these ~~programs~~ **required training programs, whether in person or online, shall be on paid work time. Supervisors of employees subject to Article 10.01.1 (Type 2 Workload) shall ensure employees' Workload Forms include sufficient hours to cover all required training, per 10.01.1(ii)(b) and 10.01.1(iii)(a).**
- (iii) **Hiring units shall provide employees' direct work supervisors with lists of all Employer-required training sessions/modules (and the time required to complete each) that employees in their hiring units must**

complete, including training required by OHSA, AODA, and any other applicable legislation.

(iv) Written Offers of Appointment shall include a link to the online employee training portal where members of the bargaining unit can find a list of the Employer-required sessions/modules (and the time required to complete each) they must complete during their contract.

(v) The Employer shall provide the Union by July 1 annually an updated list of all required health and safety training sessions, online or in person, that its members are required to attend.

(vi) The Union shall be invited to attend all Health and Safety educational programs directed to the CUPE 3903 membership and conducted or sponsored by the Employer. The Union shall have the right to review and comment on all materials used at such programs. Subject to the approval of the Office of Health and Safety, which shall not be unreasonably withheld, the Union shall have the right to make a presentation at all such programs and, for online asynchronous programs, provide additional materials (e.g., slides) for inclusion.

15.02.4 JOINT HEATH AND SAFETY COMMITTEES

The Employer recognizes and values the role of health and safety committees and shall establish such committees consistent with the OHSA and Ministry of Labour requirements. This includes establishing and supporting Joint Health and Safety Committees (JHSCs) and other health and safety related committees. The Employer and the Union are committed to continuing the Joint Health and Safety ~~Committees~~ **Committee** and the processes currently in effect as referred to and detailed in Article 15.02.7.

The Parties acknowledge that a Joint Health and Safety Program can only be successful where everyone in the workplace is committed to these responsibilities. Therefore, the parties undertake to co-operate in ensuring that these guidelines and the full intent of the Occupational Health and Safety Act will be carried out by their respective organizations. The Parties have adopted these guidelines in good faith and agree to promote and assist Joint Health and Safety Committees and committee members by providing such information, training, and assistance as may reasonably be required for the purpose of carrying out their responsibilities.

Joint Health and Safety Committees (JHSCs) will act in accordance with the Occupational Health and Safety Act and associated legislation to support and promote a healthy and safe working environment and participate in

consultations and provide input during the review of the Healthy Workplace Policy.

- (i) Consistent with the OHSA, it is the responsibility of the JHSCs and Health and Safety Executive Council to make recommendations to the Employer concerning the establishment, maintenance and monitoring of health and safety programs (OHSA Section 9(18)(c)).
- (ii) The Employer shall review and update, at least annually, the York University Healthy Workplace Policy with input from workplace Parties including members of the JHSCs and Alternates.
- (iii) The Union, CUPE 3903 members of the JHSCs, and the Health and Safety Executive Council, together with other members thereof and other workplace Parties shall participate in the design and evaluation of training programs to increase the awareness of Health and Safety issues within the University community.

In addition to any other legislative reporting obligations, the Union **and the CUPE 3903** ~~Co-Chair of the Joint Health and Safety Committee~~ **Coordinator** (or designate) shall, at the same time, be notified by email where there has been an accident report filed with the Union.

- 15.02.5 The Employer shall provide certification training, delivered by the Workers' Health and Safety Centre, to **at least** three **CUPE 3903** members of the ~~CUPE 3903 Joint Health and Safety Committee~~. ~~It is understood that this is inclusive of the obligation, contained in the Joint Health and Safety Agreement between the Administration and CUPE 3903 signed and dated 1 December 1994, to certify one additional member beyond the legal requirement.~~ The Employer shall reimburse all reasonable expenses associated with such training, **including training fees and meals and other travel allowances per York University's Expense Reimbursement Guidelines.**

Further, ~~upon request to the Joint Health and Safety Committee, in each academic year one worker member of the Committee~~ **CUPE 3903 JHSC representative** may attend a CUPE Health and Safety ~~Course~~ **course or conference** of their choice for up to a maximum of sixteen hours. ~~The and the Employer shall reimburse for all reasonable expenses associated with such training,~~ **including the course or conference fees, meals and other travel allowances per York University's Expense Reimbursement Guidelines, and payment at the marker/grader rate for the scheduled hours of the course or conference up to a maximum of sixteen hours.**

~~The Employer will increase the amount of paid time available for participation in the JHSC by 45 Tutor 1 hours per academic year.~~

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

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

~~York University requires that health and safety be a primary objective in every area of operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety. The University shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programs and shall report hazards to someone in authority, in the interests of the health and safety of all members of the community.~~

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

~~York University and CUPE Local 3903 will continue to respect the functions and guidelines established for the Joint Health and Safety Committee.~~
The Parties agree that the structure and functions of Joint Health and Safety Committees shall include the following, as it relates to CUPE 3903 and its members:

- (i) The Employer shall maintain a Health and Safety Executive Council (HSEC), on which at least one CUPE 3903 JHSC member shall be entitled to sit.
 - (a) HSEC shall be designated as a Joint Health and Safety Committee with all the powers conferred and requirements imposed by the Occupational Health and Safety Act.
 - (b) At least one CUPE 3903 member who sits on HSEC shall be certified under the Occupational Health and Safety Act (the "OHSA").
 - (c) All time spent by CUPE 3903 members on the Health and Safety Executive Council in relation to their attendance at HSEC meetings or in activities relating to the function of the HSEC prescribed by the terms of reference or contained in this article shall be considered as time at work paid at the member's regular rate of pay, as appropriate. When the work must be completed outside of regular university working hours, the member(s) will be entitled to claim a meal allowance.
 - (d) The Parties will engage in further discussions, which will include other Unions at the University, concerning the means by which the HSEC is administered, the relationship between the HSEC and JHSCs, the manner in which the HSEC will reach decisions and make recommendations, and the Employer's obligations to respond to the HSEC.
- (ii) The Employer shall maintain Joint Health and Safety Committees (JHSCs) sufficient to support the workplace. Each JHSC shall have two Co-Chairs, one from the Employer and one from the worker members, who shall alternate the chair at meetings.
- (iii) The HSEC shall determine which area of the workplace each JHSC covers.
- (iv) The structure of the JHSCs shall be in accordance with OHSA and the Collective Agreement.
- (v) CUPE 3903 shall have at least one (1) member and be fairly represented on each JHSC that represents workers in CUPE 3903. Each JHSC may make recommendations to the HSEC as to the appropriate representation from the various work areas covered by the JHSC.

- (vi) CUPE 3903 may appoint up to four (4) Alternates for the HSEC and one (1) Alternate for each member on a JHSC. The Alternates shall be allowed as substitutes on the applicable committee, upon notification of the co-chairs of the applicable Committee.
- (vii) The JHSCs shall meet at least quarterly, or more frequently based on risk level. Each JHSC shall determine how frequently it will meet and any changes to the schedule must be approved by the co-chairs of the applicable Committee.
- (viii) The University shall ensure that there are sufficient certified members on the JHSCs to comply with the OHSA.
- (ix) The Union shall select all of its members and alternates for the HSEC and JHSCs. The decision to remove a Union member from any Committee shall be at the Union's sole discretion, unless the OHSA requires such removal.
- (x) The workplace shall be inspected in accordance with the OHSA.
 - (a) All health and safety concerns raised during a workplace inspection shall be recorded on a "Workplace Inspection Report" form submitted by the worker member performing the inspection.
 - (b) The "Workplace Inspection Report" form will be forwarded to the appropriate area or department manager and to the Office of Health and Safety for inclusion in the Joint Committee file, normally within two (2) days of the inspection.
 - (c) The manager shall return copies of the completed report to all members of the JHSC, the Union office, and to the Joint Committee file, in care of HSWEB, normally within fourteen (14) days of receipt of the report.
 - (d) The Vice-President Equity, People and Culture and/or appropriate designate(s) shall respond, in writing, within twenty-one (21) days of receipt, to written committee recommendation(s). A copy of the recommendations shall be attached to the minutes. The written response shall indicate the Employer's assessment of the applicable committee's recommendation(s) and specify, with explanations, what action will or will not be implemented because of the recommendation(s). Any proposed action by the Employer shall include details of who will be responsible for such action and a proposed timeframe for addressing the issue(s). The

CUPE JHSC Coordinator and CUPE 3903 Chairperson shall be copied on all responses that affect CUPE 3903 workplaces.

- (xi) Worker members of the applicable JHSC shall participate in investigations of incidents that have caused or have the potential to cause serious injury to an Employee. JHSC Terms of Reference will include provisions for such investigations.

The applicable JHSC will designate at least two members (one worker and one management) and/or alternates if required, chosen by those they represent, to accompany a Ministry of Labour Inspector while carrying out a Ministry inspection of the workplace.

If an investigation arises from the death or critical injury of a CUPE 3903 member, at least one (1) CUPE 3903 member shall be permitted to participate in an investigation conducted pursuant to s. 9(31) of the OHSA. Where a worker member from CUPE 3903 is unavailable, another worker member from the JHSC will be present. Where another worker member from the JHSC is unavailable, a certified worker member from another JHSC will be present. Where the investigating worker member is not a CUPE 3903 member, but the incident involves an Employee represented by CUPE 3903, a CUPE 3903 member of the JHSC, the CUPE 3903 JHSC Coordinator, and the CUPE 3903 Chairperson shall be copied and acknowledge receipt of the Report.

- (xii) At CUPE 3903's request, the Employer will provide, for occupational health or safety purposes, information regarding the identification and quantification of hazards associated with materials, processes and equipment and with test results of any equipment, machine, device, article, material or biological substance, or chemical or physical agent in or about a workplace. The Employer also agrees to notify the applicable JHSC (with a copy to CUPE 3903's Chairperson and JHSC Coordinator, where the testing involves a CUPE 3903 workplace) of testing dates to allow a worker member of the JHSC to be present at the commencement of testing and to inform the affected Employee(s) of the results. Results will be posted normally within two (2) working days of the issuance of the resulting report.

- (xiii) A certified JHSC worker member and the Union shall be present during a work refusal investigation as outlined in the OHSA. Consistent with OHSA requirements and Ministry of Labour practices, where a worker member from the refusing Employee's Union is unavailable, another worker member from the JHSC will be present.

(xiv) The Employer shall post JHSC minutes, workplace inspection reports, JHSC membership lists, and industrial hygiene testing reports on the JHSC website.

(xv) All time spent by CUPE 3903 members of any committee in relation to their attendance at JHSC meetings or in activities relating to the function of a committee as prescribed by the OHSA or contained in this Collective Agreement shall be paid at the member's regular rate of pay and the time spent shall be considered as time at work. Any Joint Committee work that must be completed outside of the regular business hours of the University shall be subject to a meal allowance.

A CUPE 3903 member or an Alternate, if a JHSC member is not available, of any JHSC shall be paid at their regular rate of pay to receive required training related to their role as JHSC members, to conduct inspections and critical injury investigations, to prepare reports, and to participate in and provide feedback on policy/program reviews. Members or Alternates who conduct inspections and investigations shall be allowed at least one (1) hour to write and submit reports. Where additional time is required, it shall not be unreasonably denied.

CUPE 3903 JHSC members shall be paid for one (1) hour of preparation time for each JHSC meeting and one (1) hour every month to attend a meeting of all CUPE 3903's JHSC members at a time and date of the Union's choosing. The CUPE 3903 JHSC Coordinator shall be entitled to up to three (3) paid hours per month for work directly related to their role as Coordinator.

Any HSEC or JHSC member who takes minutes for a meeting shall be paid for sufficient time to edit and finalize these minutes, if required.

(xvi) Meeting agendas are to be sent to the HSEC and JHSCs one (1) week in advance.

(xvii) The development, adoption, and implementation of JHSC Terms of Reference shall be done in accordance with the OHSA.

(xviii) The Employer agrees that Health and Safety Advisors who the Employer appoints are not members of JHSCs and may act only in an advisory capacity.

[...]

[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 ~~ten~~ **twelve** 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 ~~in~~ 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 30th 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]

~~15.15~~**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]

~~15.16~~**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. 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 ~~\$23000~~ and ~~\$2200~~ effective January 1, 2027~~5~~;
- b) the total annual Employer contribution to cover post-retirement benefits over the term of this collective agreement is a maximum of ~~\$111,000~~ and ~~\$122,100~~ **130,000** effective May 1, 2027~~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~~⁶⁴ and October 1, 202~~74~~⁷⁵ and October 1, 202~~85~~⁸⁶. 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~~⁶⁴-202~~96~~⁹⁷ 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~~2023, 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.

[Adds enrolment thresholds for marker/grader assistance to clinical placements and lab sessions led by a Clinical Course Director in the Faculty of Health, School of Nursing.]

- 16.04 The Employer and the Union recognize that teaching groups within courses have different purposes and, consequently, different appropriate enrolment levels and different demands on the employee. The following groups are identifiable:
- (a) Where the primary purpose of the group is textual analysis, teaching a particular skill (e.g., writing), presenting material not presented in any other teaching format in the course, including discussion of course lectures and readings;
 - (b) Where the primary purpose of the group is a problem session and/or a question-and-answer session and/or a presentation of audio-visual materials directly related to course lectures or reading material, or examinations/assignments, and where the group leader is not assigned primary responsibility for design and/or presentation of materials presented in the group;
 - (c) Where the group is an English as a Second Language Group.
 - (d) Where the primary purpose of the group is laboratory work;
 - (e) Where the group is in the Faculty of Fine Arts Departments of Music and Dance, and where the principal focus of the course is performance involving movement, dancing, choreography, singing or playing of instruments. It is understood that does not apply when the group is being led by the course director. It is also understood that (e) is not meant to include orchestras, bands or choirs;
 - (f) Where the group is a clinical placement or lab session led by a Clinical Course Director in the Faculty of Health School of Nursing;**
- ~~Effective September 1, 1999:~~
- ~~(g)(f)~~ First year 9-credit Foundations tutorials
 - ~~(h)(g)~~ Second year 9-credit Foundations tutorials

- 16.05.1 With respect to teaching groups in which students are formally enrolled:
- (i) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of ten hours for each block of three students, or portion thereof, exceeding **(according to article 16.04):**
 - Teaching Group (a): twenty-five for a one-hour group, thirty for a one-and-one-half hour or two-hour group;
 - Teaching Group (b): forty;
 - **Teaching Group (f): twelve**

16.05.3 [...]

- Teaching Group (e): thirty
- **Teaching Group (f): twelve**
- First year 9-credit Foundations tutorials (~~f~~**g**): twenty-eight;
- Second year 9 credit Foundations tutorials (~~g~~**h**): thirty-one.

[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.

[NEW article 17.26 establishing leave relating to inclement weather]

17.26 INCLEMENT WEATHER

Upon request, an employee shall be granted leave paid at full salary of up to one-thirty-fifth of their Appointment Contract(s) for cases of inclement weather conditions. Alternatively, the employee shall be permitted to switch to online class/tutorial delivery, should it be an accessible option.

[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 64 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 those 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.**

[NEW Article 25 reviving TCA Program]

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 number of Type 1 equivalent assignments</u>	<u>Teaching Assignment Commitment (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 Assignment Commitment (Type 1 equivalents)</u>	<u>Year 1 Assigned teaching (Type 1 equivalents)</u>	<u>Year 2 Assigned teaching (Type 1 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 Assignment Commitment (Type 1 equivalents)</u>	<u>Year 1 Assigned Teaching (Type 1 equivalents)</u>	<u>Year 2 Assigned Teaching (Type 1 equivalents)</u>	<u>Year 3 Assigned Teaching (Type 1 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.

[...]

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

<https://www.yorku.ca/labour/collective-agreements/>

For information regarding your rights and obligations under the Ontario Health and Safety Act (OHSA), see [insert link to website to be created by Employer]. For

information regarding your required training and orientation courses, see

<https://yulearn.yorku.ca/my/>.

Note: any Employer-required training and orientation sessions are included in your contract hours, per Article 10.01.

Would your acceptance of this offer put you over the cap in Article 12.03?

[...]

Proposals Agreed to by both the Union and the Employer (Sign-offs)

ARTICLE 3 – EMPLOYEES REPRESENTED

[changes steward designation to reflect union nomenclature]

[...]

- 3.03 The Employer agrees that no employee or group of employees shall undertake to 2 represent the Union to the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall provide the employer, in writing, with the names and position titles of its officers and the names and jurisdiction of its stewards, including the person(s) designated ~~chief~~**lead** steward(s), and the name(s) of its staff representative(s). The Employer shall be obligated to recognize the status of these persons listed only from the date of such written notice. Likewise the Employer shall supply the Union with a list of its designated authorities with whom the Union may be required to transact business.

[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.**

[...]

[delete current 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.~~