

Unit 1:

Letters of Intent

1. *Renew*
2. *Renew*
3. *Renew*
4. *Renew*
5. *Renew*
6. *Renew*
7. *Renew*
8. *Delete – No longer applicable*
9. *Delete – Spent*
10. *Renew*
11. *Renew*
12. *Renew*
13. *Renew*

Letters of Understanding

- LOU – Graduate Student Bursary Fund – *Delete – Implemented*
LOU – Professional Development for Teaching Assistants – *Renew*
LOU – Representation Thresholds – *Renew*
LOU – Teaching Development T7's – ?

Letters of Agreement

- LOA – Additional Funding for Priority Pool Member – *Subject Of Union Proposal/Employer Counter Proposal*
LOA – Discussion Regarding Workplace Accommodation – *Subject of Union Proposal/Employer Counter Proposal*

LETTERS OF INTENT

1. It is agreed that, if the Employer publishes a posting circular indicating the positions in Unit 1, clearly identified as such, and identifying, to the extent possible, the course, the classification and reasonable qualifications of the position, the salary, the projected class enrolment (where relevant) and the application deadline, and copies of the circular are posted on electronically by the hiring unit, corresponding hiring units and all relevant Graduate Programs within the University (and a copy is forwarded to the Union), the provisions of Article 11 shall be deemed satisfied in respect to those positions included in the circular. **RENEW**
2. In recognition of the importance of class sizes and formats conducive to sound pedagogy, the parties agree to discuss these issues at Labour/Management Committee with a view to making recommendations. **RENEW**
3. Given the increasing cost and insecurity of living in Graduate Student Residences at York University, the parties agree to discuss the concerns of the residents at Labour/Management Committee with a view to formulating recommendations on how York University might best alleviate these concerns. **RENEW**
4. The parties acknowledge:
 - (a) that a bargaining unit member's assigned work hours may extend beyond the usual hours when Departmental supervisors and other management personnel are on site;
 - (b) that during such a work period an employee may encounter a work situation which they judge to be unhealthy and/or unsafe; and
 - (c) that, in such a situation, they may, despite their reasonable efforts, be unable to advise their departmental supervisor of their perception of unhealthy and/or unsafe work conditions and of their resultant decision not to fulfil their immediate

employment obligations.

The parties therefore agree to develop, through the Health and Safety Committee, mutually agreeable guidelines for the actions of a bargaining unit member in such a situation. **RENEW**

5. The Employer undertakes that prior to decisions respecting changes to the graduate fee structure being taken the Union will be informed and provided with all information relevant to these decisions and available to the Employer . **RENEW**

6. Effective September 1, 2014, in the event that graduate tuition fees (except MBA, IMBA, MPA, part-time LLM students, MHRM and MDes and other professional programs as may be approved) and/or administrative or ancillary fees (hereafter collectively "fees") are increased above the Board of Governors approved rates for domestic and visa students as of September 1, 2012, any employees in the bargaining unit who are registered full time and pay the higher fees will receive funding in an amount equivalent to the fee increase in order that their net income from salary, including negotiated salary increases, is not offset by the fee increase. Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies shall post the monies in connection with this funding to a student's account by no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term. Such funding shall not include the increases to Graduate Financial Assistance ("GFA") in the collective agreement and shall be a dedicated amount of additional funding from the University as required to fully cover the fee increase. The amount of any funding covering a fee increase shall be posted to student accounts and treated as if it was an additional amount of GFA that does not require the performance of work in exchange for the additional funding. **RENEW**

7. UHIP FOR VISA STUDENTS

In recognition of the financial hardships of international students who have been disenfranchised by the Ontario Hospital Insurance Plan, the Faculty of Graduate Studies will guarantee that there will be bursary funding provided to bargaining unit members for the purpose of offsetting the cost of UHIP. The bursary funding will be in addition to the existing 50% bursary provided by the University, and in addition to any other bursary funding for which the student is eligible. Funds available for this bursary will not be less than \$35,000. **RENEW**

~~8. FOUNDATIONS TA TRAINING~~

~~The Dean of the Faculty of Arts will issue a letter prior to September 2005 and September 2006 and September 2007 advising that for employees teaching in Foundations courses for the first time, Foundations TA Day will be considered Employer required training or orientation and such employees who attend Foundations TA Day will be paid at the Overwork Rate for time spent at Foundations TA Day training or orientation.~~ **DELETE – No longer applicable**

~~9. COMPUTER CENTRE ADVISOR.~~

~~The parties agree that during the term of the 2005-2008 collective agreement they will review and discuss the duties and responsibilities of this position in the Labour Management Committee with a view to developing an agreed upon Definition for addition to Article 10.04.2 of the collective agreement.~~ **DELETE - SPENT**

10. YORK ATLAS

The parties agree that efforts should be made to have York Atlas updated each term as required, including online and voicemail capabilities. **RENEW**

11. OFFSET

The parties agree that any across-the-board increase in the salary/wage rates or increases in the Graduate Financial Assistance rates negotiated by the parties shall not be offset by a decrease in monies from other sources in subsequent sessions in defining annual minimum funding levels for individual graduate students, all other things being equal. The parties agree that the monetary value of any increase in the salary/wage rates negotiated by the parties shall represent an increase in the annual minimum funding levels for individual graduate students. This is not intended to guarantee previous levels of actual funding for individual graduate students year-over-year.

As an illustration, a graduate student is awarded a minimum funding level for a given year of \$20,000, and the wage/salary component is \$10,000 in that year. If the negotiated wage/salary increase for the next year is 2%, then the value of the negotiated wage/salary rate increase would be \$200 and the minimum funding level in the next year would become \$20,200. Any increase in Graduate Financial Assistance would similarly be in addition to the \$20,000.

If an employee raises a concern about the application of the above provisions the parties will meet promptly to discuss the issue and endeavour to resolve it if necessary. **RENEW**

12. CORE COMPETENCIES

The Employer notes that the Employment Equity Plan in respect of employees in the CUPE 3903 bargaining unit provides for the provision of a module on Code-based discrimination and harassment in conjunction with the University's existing School for Academic Administrators and that workshop participants will include chairs, undergraduate program directors, and graduate program directors.

The Employer confirms its intent to implement obligatory participation in the module on Code-based discrimination and harassment for chairs, undergraduate program directors and graduate program directors, appointed or renewed after January 1, 2013. **RENEW**

13. UNIVERSITY PROCEDURES FOR DEALING WITH COMPLAINTS OF HARASSMENT OR DISCRIMINATION

The University will initiate a review of its Procedures for Dealing with Complaints of Harassment or Discrimination in regard to the Procedure's timelines within 90 days of the ratification of the renewal collective agreement. This review will include consultation with CUPE 3903 for its input on the timelines **RENEW**

LETTER OF UNDERSTANDING

~~GRADUATE STUDENT BURSARY FUND~~

- ~~1. In order to provide the amount of funding set out at Paragraph 2 below, in each of the years September 1, 2023 to August 31, 2024, September 1, 2024 to August 31, 2025, and September 1, 2025 to August 31, 2026, the total amount of \$10,543.96 will be transferred~~

~~from the Unit 3 Article 20 Graduate Assistant Bursary Fund to the Graduate Student Bursary Fund below, thus reducing the Unit 3 Article 20 Graduate Assistant Bursary Fund by \$10,543.96.~~

- ~~2. In each of the years, the University will transfer the following amounts from the Unit 3 Article 20 Graduate Assistant Bursary Fund:~~

~~Unit 1 Article 15.14 Graduate Student Bursary Fund~~

September 1, 2023	September 1, 2024	September 1, 2025	Total
\$863.82	\$3,522.46	\$6,157.68	\$10,543.96

- ~~3. This Letter of Understanding shall be placed in the 2023-26 collective agreement booklet and shall form part of the 2023-26 collective agreement. It will expire with the expiration of the 2023-26 collective agreement and shall be removed from the subsequent renewal collective agreement unless renewed by the parties.~~

DELETE – IMPLEMENTED

LETTER OF UNDERSTANDING

PROFESSIONAL DEVELOPMENT FOR TEACHING ASSISTANTS

The parties agree as follows:

1. Compensation will be provided to Teaching Assistants who have been assigned their first Teaching Assistantship plus up to 500 additional Teaching Assistants per contract year, who have been assigned a current or upcoming Teaching Assistantship, in an amount equivalent to the Marker/Grader rate for 5 hours once, upon the completion of the Junior or Senior Record of Completion Certificate (the "Certificate") offered by the University's Teaching Commons, subject to the following:
 - (a) A Teaching Assistant must first obtain confirmation from their academic unit, for presentation to the Teaching Commons, that they have been assigned a current or upcoming Teaching Assistantship; and
 - (b) A Teaching Assistant must commence the Certificate offered by the University's Teaching Commons prior to or during their upcoming or current Teaching Assistantship and must, as determined by the Teaching Commons, complete their Certificate in the same academic year in which they commenced their work towards the Certificate.
2. To receive the payment referenced at Paragraph 1 above, a Teaching Assistant will present the Certificate to their academic unit. Payment will be provided upon either:
 - (a) commencement of the first appointment following completion of the Certificate in the initial regular monthly payroll of the appointment; or

- (b) During the appointment in which the Teaching Assistant completes the Certificate provided that the Teaching Assistant presents the Certificate to their academic unit no later than the last day of the month that precedes the last month of their appointment.
- 3. Neither a Teaching Assistant's participation in nor payment for completion of the Certificate shall form part of the Employer-required training as set out in Article 10.02(ii) of the Collective Agreement. Participation in the Certificate per this Letter of Understanding is voluntary.
- 4. Participation in the Certificate of Completion program will remain outside the scope of the bargaining unit and the Collective Agreement.
- 5. No Teaching Assistant, up to the maximum set out in Paragraph 1, will be denied the opportunity to complete their Record of Completion Certificate on the basis of space availability in the workshops required for completion of the Certificate, so long as they complete their first workshop towards the completion of a certificate by January 31.

RENEW

LETTER OF UNDERSTANDING

REPRESENTATION THRESHOLDS

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

RENEW

LETTER OF UNDERSTANDING

~~TEACHING DEVELOPMENT TUTOR 7'S – "TDT7's"~~

~~Effective September 1, 2011 Teaching Development Graduate Assistants will be termed Teaching Development Tutor 7's and will be solely within the jurisdiction of Unit 1.~~

DELETE

LETTER OF AGREEMENT

ADDITIONAL FUNDING FOR PRIORITY POOL MEMBERS
SUBJECT OF UNION PROPOSAL/EMPLOYER COUNTER PROPOSAL

LETTER OF AGREEMENT
DISCUSSIONS REGARDING WORKPLACE ACCOMMODATION
SUBJECT OF UNION PROPOSAL/EMPLOYER COUNTER PROPOSAL

Unit 2:

Letters of Intent

1. *Renew*
2. *Renew*
3. *Renew*
4. *Renew*
5. *Delete – No longer applicable*
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7. *Renew*
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10. *Renew*
11. *Renew*
12. *Renew*
13. *Delete – Spent*
14. *Renew*
15. *Delete – Implemented*
16. *Renew*
17. *Renew*

Letters of Understanding

LOU – Feasibility Of Email And Library Services For Retirees – *Delete – Implemented*
LOU – Long Service Guarantee – *Renew*
LOU – Motions passed by the York University Council of the Faculty of Arts, October 8, 1998 – *Renew*
LOU – ARTICLE 11.05.2 – *Renew*
LOU – NURSING – *Renew*
LOU – PRIORITY FOR INDIGENOUS OR RACIALIZED CANDIDATES – ARTICLE 12.04.1 – *Delete*
LOU – REPRESENTATION THRESHOLDS – *Renew*
LOU – SEVERANCE – *Renew*

Letters of Agreement

LOA – Discussion Regarding Workplace Accommodation – *Subject of Union Proposal/Employer Counter Proposal*
LOA - SEVERANCE PROGRAM FOR CONTRACT FACULTY WITH PKIN ASSIGNMENTS ("PKIN SEVERANCE PROGRAM") – *Delete – Implemented*
LOA - TIME-LIMITED SEVERANCE PROGRAM FOR LONG-SERVICE CONTRACT FACULTY – *Delete – Implemented*

Memorandums of Settlement

MOS - SPECIAL RENEWABLE CONTRACTS ("SRC'S") – *Renew*

LETTERS OF INTENT

1. It is agreed that, if the Employer publishes a posting circular indicating the positions in Unit 2, clearly identified as such, and identifying, to the extent possible, the course, the classification and reasonable qualifications of the position, the salary, the projected class enrolment (where relevant) and the application deadline, and copies of the circular are posted electronically by the hiring unit, corresponding hiring units and all relevant Graduate Programs within the University (and a copy is forwarded to the Union), the provisions of Article 11 shall be deemed satisfied in respect to those positions included in the circular.
RENEW
2. (i) It is agreed that the following guidelines determine whether positions which have administrative functions and/or functions of curriculum design shall be deemed to be in the CUPE 3903 bargaining unit, subject to paragraph (ii):
 - (a) Academic background as a required qualification essential for fulfilling the duties

of the position;

- (b) A direct relationship, i.e. coordinating, administering and/or facilitating a teaching, tutoring, demonstrating or marking function. The following positions are recognized as fulfilling these guidelines: ESL Academic Monitor (Atkinson College); Coordinator, English 1400 (Atkinson College); Coordinator of Women's Studies (Atkinson College and Glendon College); Coordinator, practicum placements (i.e. Arts Psychology and Education, if comparable); Assistant Director of the Centre for Academic Writing (Arts); Director of the Writing Workshop (Glendon College). This listing is not exhaustive but does indicate the context in which the guidelines are to be examined when determining whether other positions are comparable. The parties agree to consider the guidelines in respect of other positions on a case-by-case basis. (It is understood that these guidelines and this settlement are not applicable to administrative positions related to non-degree credit courses or Faculty seminars and colloquia.)
- (ii) In respect to positions which satisfy the guidelines, it is agreed that:
 - (a) such positions are not initially in the CUPE 3903 bargaining unit and, hence, the posting and hiring provisions of the collective agreement do not apply;
 - (b) where the individual appointed to the position is presently or has been a member of the CUPE 3903 Unit 2 bargaining unit by virtue of other positions held, the position is deemed to be in the bargaining unit and shall be classified as "Other" i.e. the position shall be a Type 1 appointment.
 - (c) individuals holding positions classified as "Other" pursuant to (b) above shall be entitled to all benefits of the Unit 2 collective agreement, including "experience" accrual, and have Union dues deducted;
 - (d) it is understood that the Union shall not grieve a hiring decision in respect of these positions and that the increase in salary for "Others" stipulated in Article 10.04 shall apply to such positions;
 - (e) it is understood that (a) and (b) apply only where the position is for a specific term and does not limit the right of the Employer to create ongoing full-time administrative positions which do not include teaching, demonstrating, tutoring and marking functions.
- (i) It is agreed that no CUPE 3903 Unit 2 bargaining unit member holding a position classified as "Other" as of 30 April 1983 shall be prejudiced by this settlement. That is, such individuals shall retain all their rights under the CUPE 3903 Unit 2 collective agreement then in force if appointed to the same or a similar position.

RENEW

3. In recognition of the importance of class sizes and formats conducive to sound pedagogy, the parties agree to discuss these issues at Labour/Management Committee with a view to making recommendations.

RENEW

4. The parties acknowledge:
 - (a) that a bargaining unit member's assigned work hours may extend beyond the usual hours when departmental supervisors and other management personnel are on site;
 - (b) that during such a work period an employee may encounter a work situation which they

judge to be unhealthy and/or unsafe; and

- (c) that, in such a situation, they may, despite their reasonable efforts, be unable to advise their departmental supervisor of their perception of unhealthy and/or unsafe work conditions and of their resultant decision not to fulfil their immediate employment obligations.

The parties therefore agree to develop, through the Health and Safety Committee, mutually agreeable guidelines for the actions of a bargaining unit member in such a situation. **RENEW**

~~5. ATKINSON COLLEGE CORRESPONDENCE AND INTERNET COURSES~~

~~The Employer has agreed to equate distance education courses with regular courses and will henceforth remunerate the former at the regular course director and tutorial rates. It should be noted that “normal” course directorships include design (new courses as well as re-engineered existing courses) and the supervision of tutors: course directors are not paid extra for these functions. To make this change and regularize these distant education positions, the parties have agreed to eliminate the design grid and the supervision increments.~~

~~Compensation and Seniority:~~

~~Course Director — 1 Type 1 APE and Salary~~

~~Tutor 1 — 1 Type 2 APE and Salary~~

~~Group Size:~~

~~Course Director — 50 students~~

~~Tutor 1 — 30 students~~

~~Number of Contact and Office Hours (including phone and on-line):~~

~~No more than regular format type 1 and type 2 positions (specifically in regard to on-line contact instructors may designate specific blocks of time per week in which they will be available to respond to student email communications).~~

~~No individual teaching in a correspondence course will receive an appointment of less than one tutor 1 position.~~

~~The enrolment reporting date for both the fall/winter session and the summer session will be the last day of the first week of classes.~~

~~Course Designers (as opposed to Course Coordinators) will be appointed to the Coordinator position, regardless of the provisions of Article 11 and 12, on the following basis:~~

- ~~• for a full course, the first two times the course is offered, after which the position will be posted and appointed per the provisions of Articles 11 and 12.~~
- ~~• for a half course, the first three times the course is offered, after which the position will be posted and appointed per the provisions of Articles 11 and 12.~~
- ~~— All other Coordinator positions and all tutorial positions will be posted per the provisions of Article 11 and appointments made per the provisions of Article 12. Atkinson College will formally post procedures for submitting course proposals and contract language will be entered into Article 11 of the collective agreement.~~

DELETE – No longer applicable

~~6. RESTRUCTURING FOUNDATIONS COURSES~~

~~The Administration has instituted the nine-credit Foundations Course Program. A principle of this is that although it is a nine-credit course for students, the workload and responsibility of the instructor is to be no more than that of a six-credit course. (For example, the amount of grading, reading, design of assignments, supervision, programming, etc. should be that of a six-credit course.) The purpose of this Letter of Intent is to ensure that the workload and responsibility of the nine-credit Foundation tutorial/course director work shall not exceed that of the six-credit course.~~

~~The intention of this process is to determine and assign appropriate rates and responsibilities of positions and not to handle individual problems or disputes. The parties agree as follows:~~

~~POSTING:~~

~~As part of the posting for design and regular Foundation tutors/course directors/team lecturers (content and critical skills) it is stated that these courses are in pilot project form and are under review. The posting must also state and emphasize that the workload is equivalent to that of a six-credit course and that the work shall not exceed that of a six-credit course.~~

~~NOTIFICATION:~~

~~Notification letters stating the above will be sent to the Chairs of the divisions and all YUFA faculty teaching in Foundations Courses. Such a letter shall state that these are nine-credit courses and that the workload and responsibility of these courses must be that of a six-credit course.~~

~~REVIEW PROCEDURE:~~

~~The Foundations courses will be reviewed by a Foundations Courses Review Committee having equal representation from the Administration and the Union. The Union representatives will be selected from among those employees working in the area. From September 1997 to May 1998 the Review Committee will assess the workload/responsibility of all Unit 2 employees teaching in Foundations Courses. The employees will be encouraged to keep records of the workload, assignments and nature of work involved in these courses. This material will be collected by a Committee designated individual and submitted to the Committee no later than May 30, 1998. In addition, the syllabi for each course will be forwarded to ASR by the end of the first month of classes for delivery to the Committee. The Review Committee will make recommendations to the parties based on all the submitted material in addition to their own research and investigation. If there is no agreement on the findings within a six-week period the Union may invoke an expedited grievance procedure beginning at Step 4, with a response due in no later than thirty days.~~

~~SCOPE OF ARBITRABLE REVIEW:~~

~~In the event a matter is referred to arbitration under this letter the arbitrator shall be entitled to alter rates assigned to a position and award retroactive pay. Such decision will be founded on a consideration of responsibilities and workload comparable to the proximate average in non-Foundations six-credit Arts Courses.~~

~~Without prejudice to the position of either party, until a resolution is reached with respect to~~

~~duties, salaries, responsibilities, and workload, either by the agreement of the parties or by arbitration, a one-time-only fund of up to \$15,000 will be established to be allocated by Academic Employee Relations to underwrite on an interim basis a supplement of an additional \$500 for the design component of the three design positions (Critical Skills CD, Content CD and Critical Skills Team Lecturer). (To be clear, the fore noted interim supplement is in addition to the extra \$500 already proposed in the salary grid dated November 12, 1996 <Appendix "G">.)~~

DELETE – No longer applicable

7. RENEWABLE TEACHING CONTRACTS

The Employer and the Union agree to explore the viability of renewable multi-year teaching contracts (RTC's) within the jurisdiction of the CUPE 3903 collective agreement. The parties agree to the implementation of a pilot project involving one or more hiring units as agreed between the parties.

For appointments commencing Sept. 1, 1999

- Eligibility: Contract faculty who as of September 1999 have at least 15 years service at York (where a year of service is at least one Type 1 position) and who over any 15 years of service at York have held an average of 2.5 Type 1 or equivalent positions/year.

In deciding whether to apply for one of these renewable teaching position(s) departments should take into consideration whether and, if so, how reliance on contract faculty to meet their teaching needs may have affected their setting their academic priorities. Departments may wish to discuss with cognate/sibling units, intra- or inter-Faculty, their needs and priorities and how they are currently met by contract faculty.

- A department(s) wishing to receive a renewable teaching position(s) must apply through their Dean(s) to the Office of the Vice-President (Academic Affairs). The application must describe how a renewable teaching appointment of the recommended candidate would assist the department in addressing its teaching needs and priorities.
- The application must also document the quality of the recommended candidate's teaching and the advantages to the department and candidate in awarding the candidate a renewable teaching appointment.
- Four renewable teaching contracts will be awarded in this 1998-99 contract year on the basis of the quality of the candidate and how the contract(s) would address the teaching needs and priorities of the department.
- Contracts will be for 2 5-3 courses or course equivalents The salary per 6 credit course will be dependent upon the candidate's years of service at York as below:

Sept 1 – Aug 31

15-20 years current CD rate plus \$2000

21-25 years current CD rate plus \$2500

26-years current CD rate plus \$3000

or

the average of the employee's earnings over the previous two September

1 – August 31 contract years to a maximum of 4 5 Type 1 equivalents, whichever is greater

The salary for positions which are not course directorships will be pro-rated.

- The contracts will have a 4-year term but will be renewable by agreement of the participating department(s) and the employee.
- Assignments will, wherever possible, utilize positions in which a person has incumbency or where they have held a position 2 out of the last 4 times it was posted in Unit 2. If a course which is part of the assignment is cancelled for low enrolment, a replacement course will be found, in the same session if practicable.
- A person holding a renewable term contract is still eligible to apply for and be appointed to other positions subject to the normal application and appointments processes and the normal grid rate for compensation. The CAPs on accepting offers and accumulating seniority apply.

RENEW

8. ARTICLE 23 AFFIRMATIVE ACTION TASK FORCE

NOTE: THE ENTIRETY OF LETTER OF INTENT #9 IS SUBJECT TO THE AGREEMENT OF YUFA

CUPE, YUFA and the Administration will strike a Task Force to be comprised of at least 3 members from each party. The Task Force will develop criteria and procedures for a new CUPE 3903 Affirmative Action Program which will provide qualified, eligible Pool members who apply for tenure stream positions with the right to be appointed provided that another applicant is not demonstrably superior. The parties will have to integrate this priority with existing priorities for women and members of the other employment equity groups. Additionally, the new program will recognize historical teaching loads and the fact that this may have interfered with the AA Pool member's record of research and publication, the contributions of AA Pool members have made to their departments and the University and will ensure that their ability to address the teaching needs of hiring units is included in setting academic priorities.

If tri-partite negotiations on this fail, the Employer will table these as proposals at the next formal negotiations they have with YUFA.

LONG TERM CLA'S

The Task Force will also make recommendations to the parties respecting the exclusion from the normal search and selection procedures of Contractually Limited Appointments appointed from the Article 23 Affirmative Action Pool and the creation of a new category of CLA – the CUPE AA/CLA – which will be subject to the limitations set forth below:

- restricted to members of the Article 23 Affirmative Action Pool
- Paid on the basis of the Assistant Professor floor for those with 5 years or less relevant experience including part-time university teaching, 5-9 years @ \$46,500; 10-15 years @ \$48,500; 15 – and over @ \$50,000

or

the average of the employee's earnings over the previous two September 1 – August 31 contract years to a maximum of 4.5 Type 1 equivalents, whichever is greater.

- teaching load as per normal load in home faculty
- length of appointment: 3 years, renewable for 2 additional years
- APE: the maximum annual permissible under the collective agreement

The Task Force will meet as soon as practicable upon the ratification of this collective agreement and must report to each party with recommendations within four months. If all three parties accept these recommendations, and if amendments to the YUFA collective agreement are required, the Administration and YUFA will table them for inclusion in the next collective agreement.

RENEW

9. CONVERSIONS AND CAREER ADVISOR

In addition to the CUPE 3903 Affirmative Action initiatives articulated in Letter of Intent 11, in an effort to further enhance the AA program, the Employer agrees to continue the position called the Conversions and Career Advisor (hereafter referred to as the “Career Advisor”). The Career Advisor normally will be a tenured professor with an excellent understanding of the hiring and tenure process. The position will normally carry with it one course release. Candidates for the position will be recommended by a CUPE 3903 Union sub-committee of the Labour/Management Committee. The Labour/Management Committee shall be afforded the opportunity to provide input during the sub-committee’s search, prior to the selection of the Career Advisor, with the understanding that the decision of the Union sub-committee is final. The course release time will require the approval of the relevant Dean.

The overall purpose of the Career Advisor will be to assist in career planning and professional development for CUPE 3903 Affirmative Action Pool members who request assistance by helping them to prepare for a tenure-stream search at York University (taking into account the University, Faculty and departmental academic plans) and other universities, and to also provide advice, when requested, about other career opportunities.

The scope of the Career Advisor will take the following:

- explain the conversion process to both conversion pool members and full-time faculty;
- help those in the conversion pool to contribute to the preparation of strong files in teaching, research and service;
- establish a conversion advisory committee composed of faculty members (preferably former members of T&P Committees) who will assist the advisor in fulfilling responsibilities, considering the need for expertise across faculties;
- act as a resource to department Chairs regarding the conversion process;
- the Career Advisor will treat all communications with contract faculty as confidential unless notified in writing by a contract faculty member that specific information provided by the contract faculty member need not be treated as confidential;
- the Career Advisor will send a letter to all contract faculty in the Affirmative Action Pool at the beginning of each academic year to request those who desire a tenure track appointment at York University or elsewhere to identify themselves to the Career Advisor. Each contract faculty member desiring a tenure track appointment should provide the Career Advisor with a copy of their CV, relevant publications and their teaching evaluations;
- CUPE 3903 will provide the Career Advisor with copies of all notifications of the availability of full-time faculty positions that the Union receives pursuant to Article 12.17 of the YUFA collective agreement;
- all faculties and departments at York University will provide the Career Advisor with

copies of their academic plans, and will forward updates and revisions of their academic plans to the Career Advisor within two weeks of their becoming available;

- the Career Advisor will bring to the attention of contract faculty desiring tenure-stream appointments, any contractually limited and tenure-stream positions for which they appear to hold the prima facie qualifications, and will assist the contract faculty in preparing for an interview;
- the Career Advisor will bring to the attention of contract faculty desiring tenure stream appointments any potential future contractually limited or tenure-stream positions that have been identified by Faculty of departmental academic plans, and for which the contract faculty member might reasonably hold or gain the prima facie qualifications for. The Career Advisor will advise the contract faculty member about the steps that ought to be taken to make that contract faculty member as attractive as possible as a candidate for potential upcoming positions;
- the Career Advisor will assist in matching contract faculty who desire a tenure-track appointment with appropriate research mentors, research projects and Organized Research Units. The Career Advisor will also advise contract faculty desiring tenure-track appointments about the availability of appropriate research grants and research time stipends;
- as a target, the Career Advisor's goal will be to establish conditions that maximize the number of contract faculty who are appointed to a tenure track position;
- the Career Advisor will produce an annual report that:
 - a) summarizes the Career Advisors activities during the previous year, especially regarding the fore noted bullet;
 - b) reports on the success of contract faculty members in attaining tenure track appointments at York University and elsewhere;
 - c) analyses the obstacles that contract faculty typically encounter on the road to tenure-track appointments and makes recommendations about how these obstacles can be overcome; and
 - d) contains general advice for CUPE 3903 members regarding career planning.

RENEW

10. PARTICIPATION

The Associate Dean of the Faculty of Graduate Studies will communicate annually in writing with Graduate Program Directors in order to draw to their attention Section 1.02(e), "part-time instructors", and section 3.01, "Criteria for Appointment", of the Senate document: *Membership in the Faculty of Graduate Studies*. At the same time, the Associate Dean will ensure that each Graduate Program Director has a copy of the fore noted Senate document.

RENEW

11. SABBATICAL LEAVES TASK FORCE

The parties agree to strike a six member joint CUPE 3903 Unit 2 – University administration task force to explore both Sabbatical Leaves and ways to provide members of Unit 2 with greater predictability in the assignment of available work and to explore how the services of these bargaining unit members can best be utilized. Provisions considered by the task force might include, for example, a right of first refusal for incumbent course directors and/or multiple-course contracts. This task force shall complete its work no later than twenty-four months after the ratification of this collective agreement with a commitment to developing recommendations for consideration in the next round of negotiations for a successor

collective agreement.

RENEW

12. CONFERENCE TRAVEL AND RESEARCH GRANTS FUNDS

The Office of Research Administration will resume clerical/administrative duties relating to the administration of these funds.

RENEW

~~13. COMPUTER CENTRE ADVISOR~~

~~The parties agree that during the term of the 2005-2008 collective agreement they will review and discuss the duties and responsibilities of this position in the Labour/Management Committee with a view to developing an agreed-upon Definition for addition to Article 10.04.2 of the collective agreement.~~

DELETE – SPENT

14. YORK ATLAS

The parties agree that efforts should be made to have York Atlas updated each term as required, including on line and voice mail capabilities.

RENEW

~~15. CLINICAL COURSE DIRECTOR (SCHOOL OF NURSING)~~

~~The parties agree that during the term of this collective agreement they will review and discuss the duties and responsibilities and rate of pay of this position in the Labour/Management Committee with a view to developing an agreed-upon Definition for addition to Article 10.04.2 of the collective agreement.~~

DELETE – IMPLEMENTED

16. CORE COMPETENCIES

The Employer notes that the Employment Equity Plan in respect of employees in the CUPE 3903 bargaining unit provides for the provision of a module on Code-based discrimination and harassment in conjunction with the University's existing School for Academic Administrators and that workshop participants will include chairs, undergraduate program directors and graduate program directors.

The Employer confirms its intent to implement obligatory participation in the module on Code-based discrimination and harassment for chairs, undergraduate program directors and graduate program directors appointed or renewed after January 1, 2013.

RENEW

17. UNIVERSITY PROCEDURES FOR DEALING WITH COMPLAINTS OF HARASSMENT OR DISCRIMINATION

The University will initiate a review of its Procedures for Dealing with Complaints of Harassment or Discrimination in regard to the Procedure's timelines within 90 days of the ratification of the renewal collective agreement. This review will include consultation with CUPE 3903 for its input on the timelines.

RENEW

LETTER OF UNDERSTANDING

FEASIBILITY OF EMAIL AND LIBRARY SERVICES FOR RETIREES

~~Whereas in collective bargaining for a 2023-26 renewal collective agreement, CUPE 3903 Unit 2 inquired as to the feasibility of providing ongoing email services and, upon request, library services to employees who retire according to the terms of Article 15.27 of the Collective Agreement.~~

~~Now therefore, the Employer will undertake to investigate such feasibility and report back to CUPE 3903 Unit 2 through the Labour Management Committee by no later than June 30, 2025.~~

~~This Letter of Understanding shall be placed in the 2023-26 collective agreement booklet and shall form part of the 2023-26 collective agreement. It will expire with the expiration of the 2023-26 collective agreement and shall be removed from the collective agreement booklet for the subsequent renewal collective agreement unless this Letter of Understanding is renewed by the parties.~~

DELETE – IMPLEMENTED

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.

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.

RENEW

Motions passed by the York University Council of the Faculty of Arts, October 8, 1998

“That Faculty Council membership shall be amended as follows to include (iii) CUPE Unit II tutor holding appointments in Arts (but who are not members of Council by virtue of holding a course directorship position) provided they have indicated in writing to the Secretary of Council, by the end of the first teaching week in any given academic year, their wish to be members of Council that year; (iv) a number of representatives of CUPE Unit I Teaching Assistants appointed to the Arts courses, equal to 5% of the total of persons appointed to such positions as of the first day of classes of that academic year, elected by CUPE Unit I Teaching Assistants.”

On a vote, the motion, as amended to include team lecturers, was carried.

“That the Council of the Faculty of Arts recommends that departments which have not already done so accord to contract faculty the right to participate and vote in departmental councils and committees on the same basis as untenured professorial and alternate stream faculty.”

On a vote, the motion as amended was approved by 47 votes to 3, with five members not voting.

RENEW

LETTER OF UNDERSTANDING

ARTICLE 11.05.2

MAJOR MODIFICATION TO THE BACHELOR OF SCIENCE IN NURSING PROGRAM

Pursuant to the School of Nursing’s Major Modification to the Bachelor of Science in Nursing Program in response to the end of collaborative Nursing programs in partnership with Provincial colleges, the Parties agree:

For the purpose of reviewing new and revised postings for the School of Nursing degree programs arising from the Major Modification, to take effect September 2022, the parties agree to extend the timeline in Article 11.05.2 from two weeks to six weeks. Further, the Employer will provide the Union with the course description for any courses that have been revised or created as a result of this major modification to the program once approved through the collegial process. This Letter of Understanding is without prejudice and without precedent to the rights of the parties.

RENEW

LETTER OF UNDERSTANDING

NURSING

In negotiations in 2017-2018 the parties discussed issues that were arising around the assignment and expectations for Course Directors on practicum courses. This included the timing of assignments, the occasional need for replacements and the obligations and responsibility of the Course Directors around student support and availability.

Recognizing the need for clarity, it is agreed that the Faculty of Health will establish a Committee of two practicum Course Directors appointed by CUPE 3903 and two persons appointed by the Dean to review the process and to consider and report back on any possible improvements.

RENEW

LETTER OF UNDERSTANDING
PRIORITY FOR INDIGENOUS OR RACIALIZED CANDIDATES –
ARTICLE 12.04.1

~~The parties agree as follows:~~

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

DELETE

LETTER OF UNDERSTANDING
REPRESENTATION THRESHOLDS

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

RENEW

LETTER OF UNDERSTANDING SEVERANCE

Upon application, an individual who meets the following criteria :

- minimally, has applied per “normal” historical application profile and was available for appointment to those positions and was appointed to 50% or less of their average course load over that 10 year period.
- does not hold a full-time position at York University or elsewhere at the time of application for unit 2 work nor in the year preceding (not including persons on a leave of absence under Article 15.15, or as a CLA in YUFA):
- has held at least an average of two Type 1 or equivalent positions per year over the last 10 years and has held at least one Type 1 or equivalent position in eight of the last 10 years immediately preceding the severance years.

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

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

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

It is understood that employees who have held a CLA(s) as part of their work at York University are entitled to have such employment counted as 3 course directorships under these provisions, including payment calculations.

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

This article shall not apply to the extent that the reduction in course load is owing to the introduction of the Cap, Article 12.03.1(x) in September 1998, or the employee's retirement/termination under the York Pension Plan, or joining another York University employee group or bargaining unit as a full-time employee.

An affected employee may apply for severance after September 30 in the year in which they qualify for severance. Upon application, they will be considered severed if they have not been appointed to any positions in that academic session. If they have been appointed to a position(s), but is still eligible for severance, they will be considered to be severed at the expiry of the contract(s) they are holding.

It is understood that the foregoing does not preclude an eligible employee from forfeiting positions they have not already begun. In this case the forfeited positions will not be counted against the employee's severance entitlement.

Normally, payment will be calculated and made at the end of the severance year (see below). However, this may be expedited for an employee who reasonably believes that no work will be offered during the upcoming terms based on past work patterns. An employee will have three months from the date of application to rescind the application. Where the employee has not received payment at the three-month juncture, they have until the Severance payment has been made to rescind their application.

Upon an application for severance, the applicant is considered to be severed and the consequences, as outlined in the required correspondence between the University and the applicant (see Appendices J and K) will be in full force and effect and will not be undone. Should an application be subsequently rescinded, no retroactive measures will be implemented, save and except for seniority accrual.

The severance year will be the period September 1 to August 31. An employee may make application for severance from October 1 of the Severance year until October 15 of the following year.

The parties agree that, because this is a new plan, they are committed to resolving any problems that arise in the administration of this plan.

RENEW

LETTER OF AGREEMENT

DISCUSSIONS REGARDING WORKPLACE ACCOMMODATION

SUBJECT OF UNION PROPOSAL/EMPLOYER COUNTER PROPOSAL

LETTER OF AGREEMENT

SEVERANCE PROGRAM FOR CONTRACT FACULTY WITH PKIN ASSIGNMENTS (“PKIN SEVERANCE PROGRAM”)

1. Eligibility

~~Employees in the CUPE 3903 Unit 2 bargaining unit whose assignments during the qualifying period described below have consisted primarily (more than 75%) or exclusively of PKIN positions and who, effective September 1, 2023, have at a minimum:~~

- ~~(a) 10 years of service (i.e., in which at least 1 Type 1 equivalent position has been held at York); and~~
- ~~(b) an average of 1 Type 1 equivalent position over the previous three years.~~

~~Further, to be eligible for the severance payment at Section 3 of this Letter of Agreement, an applicant may not be a York University retiree or hold a full time position at York University or elsewhere at the time of application or have previously received or additionally receive (including per the Letter of Understanding: Severance) any other form of severance or retirement or resignation incentive or payment from York University.~~

2. Severance

~~The employment relationship with York University of an employee who elects to accept severance per the PKIN Severance Program will be severed effective September 1, 2024 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.~~

3. Severance Payment

~~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 ending August 31, 2023 according to the following schedule:~~

Years of Service	Prorated Portion of Highest Total Earnings
10 to 14 years	25%
15 to 19 years	50%
20 or more years	75%

~~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.~~

4. Applications

~~The Employer will provide notice to all individuals who meet the eligibility requirements in section 1 above by May 1, 2024.~~

~~Employees may apply for the PKIN Severance Program from May 1, 2024 to July 15, 2024. The severance will be effective September 1, 2024.~~

~~Applicants who intend to commence receipt of a York pension following the severance of their employment relationship with the University should ensure that they have taken the appropriate steps through the Pension and Benefits Office to begin receiving pension.~~

DELETE – IMPLEMENTED

LETTER OF AGREEMENT

TIME-LIMITED SEVERANCE PROGRAM FOR LONG-SERVICE CONTRACT FACULTY

~~The Time-Limited Severance Program for Long-Service Contract Faculty (the “TLSP”) will be available on a one-time basis, as follows:~~

1. Eligibility

~~Employees eligible for the TLSP are those who, effective September 1, 2023, have at a minimum:~~

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

~~Further, to be eligible for the severance payment at Section 3 of this Letter of Understanding, an applicant may not be a York University retiree or hold a full-time position at York University or elsewhere at the time of application or have previously received or additionally receive any other form of severance or retirement or resignation incentive or payment from York University (including, without limiting the generality of the foregoing, the Letter of~~

~~Understanding: Severance; or the Letter of Agreement: Transitional Continuing Appointment from the 2020-23 Collective Agreement; or the Letter of Agreement—Severance Program for Contract Faculty with PKIN Assignments).~~

~~2. Severance~~

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

~~3. Severance Payment~~

~~Participating individuals will receive severance in a total amount equal to the individual's highest total earnings in the bargaining unit in any of the last five contract years ending with the contract year that ends on August 31, 2023, payable as a retiring allowance.~~

~~4. Applications~~

~~Employees may apply for the TLSP during the period of May 1, 2024 to October 31, 2024~~

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

~~Applicants who intend to commence receipt of a York pension following the severance of their employment relationship with the University should ensure that they have taken the appropriate steps through the Pension and Benefits Office to begin receiving pension.~~

~~5. Clarity Note~~

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

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

DELETE – IMPLEMENTED

MEMORANDUM OF SETTLEMENT

SPECIAL RENEWABLE CONTRACTS (“SRC’S”)

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

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

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

RENEW

Unit 3:

Letters of Intent

1. *Renew*
2. *Renew*
3. *Renew*
4. *Renew*

Letters of Understanding

LOU – Graduate Assistant Training Fund – *Reserve*
LOU – Graduate Student Bursary Fund – *Delete – Implemented*
LOU – Representation Thresholds – *Renew*

Letters of Agreement

LOA – Discussion Regarding Workplace Accommodation – *Subject of Union Proposal/Employer Counter Proposal*

LETTER OF INTENT #1

Effective September 1, 2014, in the event that graduate tuition fees (except MBA, IMBA, MPA, part-time LLM students, MHRM and MDes and other professional programs as may be approved) and/or administrative or ancillary fees (hereafter collectively "fees") are increased above the Board of Governors approved rates for domestic and visa students as of September 1, 2012, any employees in the bargaining unit who are registered full time and pay the higher fees will receive funding in an amount equivalent to the fee increase in order that their net income from salary, including negotiated salary increases, is not offset by fee increase. Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies shall post the monies in connection with this funding to a student's account by no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term. Such funding shall not include the increases to Graduate Financial Assistance ("GFA") in the collective agreement and shall be a dedicated amount of additional funding from the University as required to fully cover the fee increase. The amount of any funding covering a fee increase shall be posted to student accounts and treated as if it was an additional amount of GFA that does not require the performance of work in exchange for the additional funding.

RENEW

LETTER OF INTENT #2 – OFFSET

The parties agree that any across-the-board increase in the salary/wage rates or increases in the Graduate Financial Assistance or Summer Financial Assistance rates negotiated by the parties shall not be offset by a decrease in monies from other sources in subsequent sessions in defining annual minimum funding levels for individual graduate students, all other things being equal. The parties agree that the monetary value of any increase in the salary/wage rates negotiated by the parties shall represent an increase in the annual minimum funding levels for individual graduate students. This is not intended to guarantee previous levels of actual funding for individual graduate students year-over-year.

As an illustration, a graduate student is awarded a minimum funding level for a given year of \$10,000, and the wage/salary component is \$5,100 in that year. If the negotiated wage/salary increase for the next year is 2%, then the value of the negotiated wage/salary rate increase

would be \$102 and the minimum funding level in the next year would be increased to \$10,102. Any increase in the negotiated GA Financial Assistance or Summer Financial Assistance component would similarly be in addition to the \$10,000.

If an employee raises a concern about the application of the above provisions the parties will meet promptly to discuss the issue and endeavour to resolve it if necessary.

RENEW

LETTER OF INTENT #3 – CORE COMPETENCIES

The Employer notes that the Employment Equity Plan in respect of employees in the CUPE 3903 bargaining unit provides for the provision of a module on Code-based discrimination and harassment in conjunction with the University's existing School for Academic Administrators and that workshop participants will include chairs, undergraduate program directors, and graduate program directors.

The Employer confirms its intent to implement obligatory participation in the module on Code-based discrimination and harassment for chairs, undergraduate program directors and graduate program directors, appointed or renewed after January 1, 2013.

RENEW

LETTER OF INTENT #4 – UNIVERSITY PROCEDURES FOR DEALING WITH COMPLAINTS OF HARASSMENT OR DISCRIMINATION

The University will initiate a review of its Procedures for Dealing with Complaints of Harassment or Discrimination in regard to the Procedure's timelines within 90 days of the ratification of the renewal collective agreement. This review will include consultation with CUPE 3903 for its input on the timelines.

RENEW

**LETTER OF UNDERSTANDING
GRADUATE ASSISTANT TRAINING FUND**

1. In each of the years September 1, 2024 to August 31, 2025 and September 1, 2025 to August 31, 2026 the University will offer a Graduate Assistant Training ("GAT") Fund that will support the incentivization of research at the University and the provision of high-quality training opportunities in research for graduate students working with a full-time faculty member. The amount available in the GAT Fund in each year will be \$80,000. Up to 40 individual allocations to full-time faculty members who make an application under this fund will be provided per each of the two years noted above, with a value of \$4000 per allocation.
2. In order to receive a GAT Fund allocation a full-time faculty member must:
 - (a) Be in receipt of external research funding;
 - (b) Commit to hiring a Graduate Assistant to have GAT Funds provisionally identified for their use; and
 - (c) Have executed a contract for a Graduate Assistant to receive the GAT Fund allocation.

3. The University will provide CUPE 3903 Unit 3 with a report on GAT Fund allocations by no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term, commencing on November 1, 2024.
4. The GAT Fund shall be administered by the Faculty of Graduate Studies and the Faculty Relations Office, which have established a non-competitive equitable process for the distribution of the GAT Fund in accordance with the criteria for receiving funds per Paragraph 2 a, b, and c above.

The allocation process is as follows:

- (a) An invitation to apply for the GAT Fund will be issued from the Faculty of Graduate Studies ("FGS") to all full-time faculty members with the advice that the GAT Fund is first come, first serve.
 - (b) Full-time faculty members will be required to complete an application form and submit the form to FGS.
 - (c) FGS will review applications for eligibility.
 - (d) Successful applicants shall execute a contract for a Graduate Assistant.
 - (e) Following the execution of the contract between the successful applicant and the Graduate Assistant, FGS shall transfer funds to the successful applicant.
5. Where a full-time graduate student is hired as a Graduate Assistant using GAT Fund money provided for through this Letter of Agreement this will be deemed to be employment in connection with financial assistance from the University.
 6. GAT Funds will not be used to offset the cost of a GAship offered as a workplace accommodation.
 7. In order to provide the amount of funding per allocation as set out at Paragraph 1 above, in each of the years September 1, 2024 to August 31, 2025 ("Year 1") and September 1, 2025 to August 31, 2026 ("Year 2"):
 - (a) the amount of \$25,000 will be transferred from the existing carry forward (totaling \$50,000) in the Graduate Assistant Training Fund in each of Year 1 and Year 2.
 - (b) the Employer will contribute \$80,000 (\$2,000 x 40 allocations) in each of Year 1 and 2.
 - (c) the amount of \$55,000 will be transferred from the Graduate Assistant Bursary Fund to the Graduate Assistant Training Fund in each of Year 1 and Year 2, thus reducing the Graduate Assistant Bursary Fund by \$55,000 in each of those two years.

In August 2025 and August 2026, the parties will discuss the use of any remaining balance in the GAT Fund in the 2024-2025 and 2025-2026 years, respectively.

8. This Letter of Understanding shall be placed in the 2023-2026 collective agreement booklet and shall form part of the 2023-2026 collective agreement. It will expire with the expiration of the 2023-2026 collective agreement and shall be removed from the subsequent renewal collective agreement unless renewed by the parties.

RESERVE

**LETTER OF UNDERSTANDING
GRADUATE STUDENT BURSARY FUND**

4. ~~In order to provide the amount of funding set out at Paragraph 2 below, in each of the years September 1, 2023 to August 31, 2024, September 1, 2024 to August 31, 2025, and September 1, 2025 to August 31, 2026, the total amount of \$10,543.96 will be transferred from the Unit 3 Article 20 Graduate Assistant Bursary Fund to the Graduate Student Bursary Fund below, thus reducing the Unit 3 Article 20 Graduate Assistant Bursary Fund by \$10,543.96.~~
5. ~~In each of the years, the University will transfer the following amounts from the Unit 3 Article 20 Graduate Assistant Bursary Fund:~~

Unit 1 Article 15.14 Graduate Student Bursary Fund

September 1, 2023	September 1, 2024	September 1, 2025	Total
\$863.82	\$3,522.46	\$6,157.68	\$10,543.96

6. ~~This Letter of Understanding shall be placed in the 2023-2026 collective agreement booklet and shall form part of the 2023-2026 collective agreement. It will expire with the expiration of the 2023-2026 collective agreement and shall be removed from the subsequent renewal collective agreement unless renewed by the parties.~~

DELETE – IMPLEMENTED

**LETTER OF UNDERSTANDING
REPRESENTATION THRESHOLDS**

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

RENEW

**LETTER OF AGREEMENT
DISCUSSIONS REGARDING WORKPLACE ACCOMMODATION**

SUBJECT OF UNION PROPOSAL/EMPLOYER COUNTER PROPOSAL