



Canadian Union of Public Employees Local 3903

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3903.cupe.ca/resources/members-manual

Credits:

This member's manual was prepared by the Executive Committee and staff, building on the work of volunteers from the 2014-15 and 2017-18 Bargaining Mobilization Committees and the previous efforts of CUPE 3903 members.

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PART 1: WELCOME TO CUPE 3903

You are a worker and CUPE 3903 is your Union!

CUPE 3903 represents contract faculty, teaching assistants, graduate assistants, and part-time librarians and archivists at York University. CUPE 3903 is a local of the Canadian Union of Public Employees (CUPE), a national union whose membership exceeds 600,000 workers—making it Canada’s largest union.

CUPE Local 3903 is your union. As a union, we continuously struggle to improve the working conditions of our approximately 2,700 members. York promotes the funding package it offers to graduate students, and relies heavily on the precarious work of our members to deliver courses and other services. Yet our members have had to fight hard against the York administration to win the wages, rights, and benefits in our Collective Agreement (CA).

The key distinction between unionized and non-unionized workplaces is the protection provided by the Collective Agreement (CA) between workers and their employer. In non-unionized workplaces, employees have limited protection and recourse against mistreatment by employers, who can arbitrarily change the terms and conditions of employment. In a unionized environment, workers have protections and recourse via written and legally-binding guarantees in our CA. Being a member of CUPE 3903 protects your wages and benefits, and provides a certain measure of job security. If our employer breaches any provision in our contract, we can take action through the established grievance procedure outlined in the CA. Last year, we filed and won dozens



of grievances, which shows both York University's consistent malpractice and the importance of belonging to a union.

In the last four rounds of bargaining, we have won tremendous gains in the following areas:

- Guaranteed funding packages for graduate student workers, including protection from tuition increases.
- Additional funds and protections for international graduate students.
- Research leaves for contract faculty.
- One of the strongest benefits packages in the university sector: including vision, drug, dental, and paramedical health benefits, with an additional extended health benefits fund, a trans fund, and a childcare fund.
- Inclusive employment equity language alongside strong protections from harassment and discrimination in the workplace.
- Job security programs for contract faculty.

In 2016, we won the first Collective Agreement for part-time librarians and archivists at York, which substantially increased their pay and provided them with access to a wide range of benefits. In 2018, we won a revitalized job security program for long-serving contract faculty (Special Renewal Contracts) and modest improvements for graduate student members.

Because of the collective work we do and the resounding strength of our members' contributions, our Collective Agreements set the national standard in the higher education sector. With your help, we continue to work to improve our contract in each round of collective bargaining.

If you think you're being treated in a way that violates your rights, contact the Union. We can help—that's what we do!

In addition to protecting your rights as workers, CUPE 3903 is active in the wider labour movement and supports other social justice struggles. We have a number of active social justice groups that you are encouraged to join (see Part 2). Our strength as a union comes from the active commitment to social justice—both in the workplace and beyond—of our members.

CUPE 3903's Objectives

The objectives of this Local are as follows:

- a) To protect, maintain, and advance the interests of the members of the Local.
- b) To regulate the relations between the employer and the employees by means of collective bargaining and joint consultation.
- c) To improve the quality of education at York University by means of active participation in the determination of teaching methods, curriculum, and course content.
- d) To develop and maintain professional standards of skill and maintain fair rates, terms, and conditions of employment for its members in recognition of their skill, and ensure work opportunities for members within its jurisdiction.
- e) To work for social justice within the labour movement and to defend sections of the working class that are not protected by collective agreements, such as non-unionized, unemployed and unpaid workers.
- f) To defend our Collective Agreements.
- g) To uphold the Local's equality statement (see Part 9 of this manual).
- h) To ensure that the bylaws of the Local do not conflict with the CUPE National Constitution.

Structure of CUPE 3903

According to CUPE 3903's By-Laws, the structure of the local shall consist of the following:

- a) the Membership;
- b) the Executive;
- c) Stewards' Council;
- d) Caucuses;
- e) Working groups; and
- f) Committees.

This section describes the two key decision-making bodies in the union, while the next section deals with the organizational structure of the membership.

The Membership

CUPE 3903 is a member-driven union. As such, the membership is the highest decision-making body in the Local. Typically, a **General Membership Meeting (GMM)** is held at least once a month. The Executive Committee may also call (or 25 members can petition the Executive to call) a Special GMM (SGMM). At SGMMs, only items associated with the reason for the meeting (e.g. bargaining updates, bylaw changes) may be discussed. Also, the **Annual General Membership Meeting (AGM)** is held in March. All members are encouraged to attend to learn about, question, discuss, and participate in the activities of the Local. Membership meetings are a great way to get informed about the issues we face and how to get involved with any of the committees or working groups that are active within the union. Check our website, Facebook, and Twitter, or subscribe to CUPE 3903 News and the CUPE 3903 Forums to keep up-to-date with meetings and events.

The Executive Committee

The Executive Committee is elected annually by the membership to execute the decisions made by members at regular monthly GMMs, and to handle the day-to-day activities of the union. There are currently 14 positions on the Executive Committee, seven of which are designated for particular units (one Vice President for each of Units 1, 2, and 3, and one Chief Steward from each of Units 1, 2, 3, and 4) so as to ensure adequate and balanced representation and mobilization across the diverse range of workers CUPE 3903 represents. While they are unit specific positions, the VPs and Chief Stewards work for the entire union, and not just their particular unit. The Executive Committee meets regularly. **These meetings are open to all members of the union** and you are encouraged to attend. Check out our website or event calendar (www.3903.cupe.ca/calendar/) to see when the next meeting is taking place.

See “Part 2: Getting Involved” to learn about the other various councils, working groups, committees, and caucuses in the union.

Membership in CUPE 3903

Although CUPE 3903 is a single union local, we actually have four separate Collective Agreements, one for each of the worker groups we represent. Each CA includes what is called a “scope clause”; this clause defines which employees are covered by each agreement.

Two basic principles guide the way our CAs divide us into units: 1) the type of work we are contracted for, and 2) our student status (if any) at the time of receiving the contract. A worker is only ever in one Unit at a time, but because it is common for people’s type of work and student status to change from year to year, it is possible for someone to switch Units over time.

Which Unit am I in?

- **Unit 1:** Full-time graduate students with a teaching contract (note that teaching includes demonstrating, tutoring, and marking).
- **Unit 2:** Members who have a teaching contract and are not full-time graduate students, often referred to as contract faculty or sessional instructors.
- **Unit 3:** Full-time graduate students with a Graduate Assistantship or a Research Assistantship that is not predominantly for the purpose of advancing their progress towards fulfillment of their program and degree requirements.
- **Unit 4:** Part-time librarians and archivists.

There are many differences between units: pay rates, summer work guarantees, available funding, etc. See Part 3: Collective Agreements for more details.

Post-Contract Political Membership

Any member whose employment terminates may maintain their membership for 12 months following the end of their last contract. In this 12 month period they are “political members.” In order for such a member to extend their membership, they must contact the Secretary/Research Officer within 4 months of their contract termination to request “political” membership.

Graduate Assistants and Research Assistants: How do you know if you are a member of Unit 3?

All Graduate Assistants (GAs) are unionized. However, members have sometimes been told that their GA is in fact a Research Assistantship (RA), and thus not an unionized position. Being wrongly classified as an RA could cost you access to all the benefits Unit 3 members receive from the Collective agreement including access to health, dental, and vision care, a drug plan, childcare subsidies, and more.

RAs are scholarships to aid in the completion of your own research. If you are advancing a faculty member's research, you are a GA. If you are given assigned tasks and hours, you are a GA and are therefore a member of the union.

In September 2016, more than 700 GA positions were cut by York's new graduate student funding model. Because of York's desire to undercut our collective power, we also expect that a lot more jobs will be misclassified in the future. This union-busting tactic does not mean that this work has disappeared. Rather, York has turned paid and protected work into volunteer work, internships, and other forms of labour which York claims are non-unionized. This work should be unionized, with benefits and proper pay.

The employer provides us with what it considers to be the list of employees in October—check with the union on or after October 16 to find out if you are automatically a member. If you are not on this list, but believe that you should be, you should indicate this to staff or to the Chief Steward Unit 3.

If you find out that you are not a member of the union, the union can file a grievance on your behalf disputing your exclusion from Unit 3. We will ask you about what you do in your academic work and what you do in your job, so that we may present your case to the employer. The grievance process may take a few months, so it is important to contact the union office as soon as possible once you know that you have been excluded.

CUPE 3903 Union Dues

As you will notice on your monthly pay stub, union dues are subtracted from your pay on a monthly basis. The benefits of union dues outweigh the costs! Being a member of the union not only guarantees your rights as a worker, but also provides you with wage protections, access to health, dental, and vision care, a drug plan, childcare subsidies, research and conference travel funds, leaves related to sickness, childcare, bereavement, and more.

Dues help the union to mobilize the membership and fight for the rights and interests of members, including legal costs for grievance mediations, arbitration hearings, and overall legal advice. Our staff members who provide day-to-day support to the Executive Committee and who provide assistance to rank-and-file members in cases of grievances and other matters are paid from union dues. If the membership decides to take strike action in support of its bargaining demands our strike fund, maintained by dues, is essential for running an effective strike. Our dues mean we can also provide limited support to various social justice groups and organizations working toward changing the society in which we live for the betterment of workers and our communities.

Our Office

CUPE 3903's office is located on the Keele Campus, at 143 Atkinson, and is usually open from 9-5 on weekdays. Members are always welcome to stop by and ask questions, submit forms, or just hang out. There are various amenities available to members, such as coffee, and tea, and a microwave and fridge members may use. There are also many journals and magazines to which the union subscribes, such as *Jacobin*, *Upping the Anti*, *Monthly Review*, *Monitor*, and other labour-related publications available to read in the office. Minutes from past meetings, copies of Collective Agreements, Members Manuals, and various other materials are freely available. **Union spaces are your spaces; you are always welcome.**



PART 2: GETTING INVOLVED

Committees, caucuses, and working groups are not only very important to our local's success, but are also a great opportunity to meet other active union members with interests similar to yours! The people on the committees help enforce and implement the

gains we have made in collective bargaining. Committee work varies from tasks such as overseeing the disbursement of various funds to mobilizing for collective actions. See below for a detailed list of all of our many committees, caucuses and working groups, and contact them or a steward to find out how you can get involved!

Stewards' Council/Bargaining Mobilization Committee

Stewards' Council is the political mobilization branch of the union, where stewards and members of each department and hiring unit come together at least once a month to discuss issues, plan political actions, and identify grievances. Stewards play an important role by communicating information to members and mobilizing within their departments, both around York specific issues and in relation to other social justice struggles in the community as a whole. Each university department or hiring unit should have at least one steward who acts as a liaison to the rest of the union, and should be trained with the current Collective Agreements to assist members in their departments. If you don't have a steward, why not become one? Being a steward is a great way both to learn about your rights, responsibilities, and benefits as an union member, and to protect these hard-won provisions with and for your colleagues.

In a bargaining year, the Stewards' Council becomes the Bargaining Mobilization Committee (BMC) as soon as we give an official Notice to Bargain to the employer. The BMC is tasked with the mobilization, organization, and education of members in support of our bargaining team and the union's demands. If the membership decides through a democratic and legal vote that strike action is necessary, the BMC transforms into the Strike Committee. The Strike Committee focuses on organizing the logistics of a strike, including setting up safe and effective picket lines, organizing regular collective meetings, rallies, and demonstrations, and organizing a variety of alternative strike-support activities so that all members can participate.

The Committee also works with and supports other union committees to communicate our messages to various York constituencies (e.g. undergraduate students and student organizations, York faculty and administrative staff, etc.) and to the wider community.

On a departmental level, the role of stewards includes:

- Clarifying each unit's CA provisions for members in their department or hiring unit
- Answering questions from members in departments
- Passing on reminders about union meetings and other information
- Following through on members' grievances (including attending grievance meetings with members)
- Organizing departmental meetings or actions, especially when collective responses are necessary
- Informing members about the ways they can participate in and help shape the important political work of the Local
- Encouraging member participation in the union's day-to-day functioning
- Keeping members informed about issues in the Local and important struggles in the community

At the union level, the role of stewards includes:

- Attending Stewards' Council meetings and GMMs
- Participation in Stewards' Council subcommittees
- Participation in union political campaigns

Stewards build our Union's relationship with the community.

Through Stewards' Council we can make links with the social justice community and political allies regarding issues that affect all of us, including the silencing of dissent, increasingly rampant racism and racial profiling, growing systemic poverty, heteronormativity, transphobia, Eurocentrism, ableism, sexism, and ageism.

New Stewards & Stewards' Council meetings

Stewards' Council meetings generally take place once a month. During bargaining, the frequency of meetings increases. We are always looking for new stewards in all departments and are seeking to broaden representation of all four units on the Council. If you would like to be a steward, or know of others who do, contact one of the Chief Stewards. See the list of email addresses for the Chief Stewards at the beginning of this manual.

All members are welcome to attend and participate in the Stewards' Council. For more information, contact any of our Chief Stewards, check out our Facebook page at www.facebook.com/sc3903, or subscribe to the Stewards' Council Forum on the CUPE 3903 Forums.

Caucuses

Trans Feminist Action Caucus

The Trans Feminist Action Caucus (TFAC) is an autonomous body of CUPE 3903 that consists of all women, trans, gender queer and gender variant members of the Local. The Caucus was formed under the Constitution of Local 3903, which states that the members of any group discriminated against on the grounds enumerated in the Ontario Human Rights Code have the right to form exclusionary caucuses within the Local. The Trans Feminist Action Caucus began in 1986 as the Women's Caucus. The Women's Caucus was formed to improve the situation of women and to combat sexism at York, within CUPE 3903, in the trade union movement, and in the broader community. On July 17, 2003, the Women's Caucus was renamed the Trans-identified, Women-

identified Caucus (TIWI) in order to better reflect our opposition to all forms of gender oppression and its intersections with other forms of oppression. Three years later, at the TIWI AGM on February 23, 2006, the membership of the Caucus expanded to include all gender queer and gender variant members of the Local. We simultaneously decided to change our name in solidarity with this broadening of mission and mandate and became the Trans Feminist Action Caucus.

TFAC works in coalition with other relevant critical feminist organizations on campus in an effort to improve the position of all women, trans, gender queer and gender variant people at York University and within the labour movement. To this end, TFAC defines “sexism” to include any type of gender or sex-based discrimination or oppression. With this we also recognize that other factors such as race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, age, marital status, family status and/or ability may exacerbate discrimination on the basis of gender.

TFAC has a number of active committees including the Sexual Assault Survivor Support Fund Committee and the Trans Fund Committee.

The Sexual Assault Survivor Support Fund Committee adjudicates the Sexual Assault Survivor Support Fund (SASSF). This is a fund of \$10,000, supported by union dues, administered throughout the year. In the 2018 strike we were able to secure a \$50,000 contribution to the fund by York in the 2018-19 year. We continue to fight for York to properly support this fund. Members can draw on this fund to an **annual maximum of \$1000 and a lifetime maximum of \$3,000**. The Committee recognizes that legal support can be very expensive and will consider adjusting the yearly maximum based on need. **Application deadlines:** Sept. 30, Jan. 31, May 31. More information on this fund can be found here: 3903.cupe.ca/sassf

The Trans Fund Committee adjudicates the Trans Fund. The Trans Fund supports trans members in their every day life necessities as well as for surgeries. The committee understands ‘trans’ to be a broad and inclusive term that includes transgender, transsexual,

genderqueer, intersex, two-spirit, non-binary, and gender variant among others. Members can draw on this fund to an **annual maximum of \$5000 and a lifetime maximum of \$15,000. Application deadlines:** Sept. 30, Jan. 31, May 31. More information on this fund can be found on our Funds and Benefits page (3903.cupe.ca/resources/benefits/)

If you are a woman, trans, gender queer and/or gender variant member of the Local you are automatically a member of TFAC. TFAC members can email tfac.cupe3903@gmail.com with questions, to get more involved or to join the listserv.

Trans Caucus

The Trans Caucus is made up of all members who self-identify as trans*. Trans* is used here as an umbrella term that includes all non-cisgender gender identities, including (but not limited to) transgender, transsexual, genderqueer, intersex, two-spirit, non-binary, gender variant, trans woman, trans man, third gender, non-gendered, and bigender. The Trans Caucus does outreach to the larger York University trans* community, and may organize trans* related events.

Other Groups

During our 2015 and 2018 strikes ad hoc groups formed in response to discrimination and exclusion in the Local. These groups have not yet formed as official caucuses of the union.

The Black Indigenous People of Colour caucus (BIPOC) was organized in response to racism during the 2015 strike as an ad hoc independent group. Self-identified Indigenous, Black and People of Colour members are invited to email: 3903poccaucus@gmail.com.

The Accessibility Committee and many rank and file members did a tremendous amount of work to organize the 8th Line, a group made up of members performing strike duties other than picketing for reasons of family status, disability, and/or sex/gender. This group has subsequently become an activist base for addressing issues related to disabilities in response to ableism during the 2015 and 2018 strikes. To join this Committee, please see the “Committees” section below.

Working Groups

Working groups are open, self-determined, and semi-autonomous groups that exist to carry out targeted work both internal and external to the union. Any member can create a new working group by presenting a motion to the General Membership that includes the objectives and process of the working group. As such, new working groups may exist that are not listed in this manual. Members interested in becoming involved in any of our working groups should contact one of our Vice Presidents. See the email list of Executive Committee members at the beginning of this manual.

Anti-Racism Working Group

The Anti-Racism Working Group (ARWG) began at York University in 2001 with a view to challenge privilege, racism, and white supremacy in all its forms, whether in the union, the workplace, or the larger community. The ARWG is not currently active, but if you would like to revitalize the ARWG contact one of the Vice Presidents (see the contact list at the front of this manual).

First Nations Solidarity Working Group

The First Nations Solidarity Working Group (FNSWG) is a body of CUPE 3903 members focused on the issues and struggles of Indigenous peoples (Contact: cupe3903fnswg@gmail.com). The First Nations Solidarity Working Group has a mandate to:

1. Educate and organize the CUPE 3903 membership about issues relating to matters of Indigenous sovereignty and solidarity and to encourage membership participation both within the caucus and the Local in general on this issue.
2. Work within and to help build rank-and-file networks of union activists working on issues of Indigenous solidarity.
3. Co-ordinate efforts in support of Indigenous sovereignty with other local, regional and national (union and non-union) projects in support of Indigenous sovereignty and solidarity.
4. Actively participate in supporting Indigenous struggles, both on and off reserve, in Six Nations, Grassy Narrows, Mishkeegogamong, Saugeen #258, and other Nations.

Anti-Racism Workshop and Training Working Group

The Anti-Racism Workshop and Training Working Group was created in January 2017 to assess and address the needs of our Local in terms of anti-racist training, building towards the goal of monthly workshops. Working groups are, according to our bylaws, open to all members. However, Indigenous and racialized voices will be prioritized in this space. The group is not currently active but if you'd like to revitalize it, contact one of our Vice Presidents.

The Flying Squad

The CUPE 3903 Flying Squad is an association of members who confront corporate bosses and their lackeys by disrupting the normal functions of their operations, much like during a strike. This body is autonomous from all decision-making and financial structures of the local. It organizes actions in a manner that is transparent and accountable to its members.

Flying Squad members are the highest decision-making body of the Flying Squad. Any 3903 member can become a member of the Flying Squad by agreeing and adhering to the basis of unity and attending one meeting. The Flying Squad functions on a decentralized, anti-authoritarian basis, and its members work to eliminate internal hierarchies (including ableism, sexism, racism, and heterosexism).

Goals (what do we want to do?):

- Use the strength of our collective labour to work toward embodying social relations not defined by the capitalist state
- Mobilize workers in the struggle against hierarchical structures as they are manifested in various forms of oppression, such as ableism, sexism, racism, and heterosexism
- Mount a coordinated self-defence of all subordinate groups against the corporate bosses and their lackeys
- Unite workers across the labour movement with non-unionized and unemployed workers
- Encourage workers to explore new forms of direct action in addition to striking
- Facilitate the mobilization of workers during the life of their

Collective Agreements

- Use the strength of our collective labour to influence government policy

Strategies (how are we going to do it?):

- Strike support (picketing and other disruptions)
- Stopping deportations by visiting immigration offices and advocating on behalf of refugees
- Working with anti-poverty groups to ensure that workers (employed or not, organized or not) receive social assistance and affordable housing
- Stopping evictions
- Using direct action and participating in mass protests with other activists to disrupt and defeat the corporate agenda

To join the Flying Squad email: cupe-3903flying-squad@googlegroups.com

Committees

An excellent, generally time-limited way to help out your union colleagues, gain valuable experience, and make a contribution to your Local is to join one of our many Committees. Committees are elected bodies that take on the work of the union and usually members receive an honorarium.

Committees perform a wide variety of different tasks, from adjudicating funds, running the Local's communications strategy, sitting on advisory bodies, and much more. You can see the full list of committees at 3903.cupe.ca/about/committees. The membership of most committees is decided by balloted vote at the Annual General Membership Meeting in March. For further information about our Committees, please contact one of our Vice Presidents.

Email Lists



3903News

This is the easiest way to stay in touch with the union! Stay up to date with news bulletins and a weekly newsletter. Traffic on this list is kept to a minimum and we encourage all members

to subscribe to 3903News. To subscribe, visit: eepurl.com/gfwQwb or fill in the sign up box on our website.

If you have any events or news you would like to send out to your fellow members you can email the Communications Officer at cupe3903comms@gmail.com. The Comms Officer will consider all submissions sent by Friday evening for the following Monday's newsletter, but the more notice you can give the better.

CUPE 3903 forums (register at 3903.cupe.ca/cupe-3903-forums/)

The forums were established in late 2018 as the primary site of member discussions for units, committees, working groups and caucuses within the local. There are general discussion groups as well as specific groups and private forums for the various Committees, Working Groups, and Caucuses in the Local. Once members register an account on the forums they are automatically added to general discussion and Unit specific forums. Members can then request access to other groups (if eligible).

Some forums are open to all interested members upon request such as the Stewards' Council Forum. **The Stewards' Council forum** is a site for discussion and organizing for departmental stewards and other interested members. Membership in the Stewards' Council Forum is open to all units. Some, like the Ways and Means Forum, are only open to members of that particular committee or working group.

Listservs

Unit 4 listserv: This is a discussion list for the Unit 4 members of

the Local. To subscribe, visit groups.google.com/forum/?hl=en#!forum/yorku-ptlibs

TFAC listserv: The Trans Feminist Action Caucus hosts a closed listserv for women, trans, gender queer, and gender variant members of CUPE 3903. To sign up, email tfac.cupe3903@gmail.com

International Graduate Student List: This is a list for CUPE 3903 members who are international grad students. To subscribe or unsubscribe, email listserv@yorku.ca with the following message: subscribe IGSC firstname lastname or signoff IGSC firstname lastname

3903flyingsquad: This is a group and discussion list for CUPE 3903 Flying Squad activists. To subscribe or unsubscribe, email cupe-3903-flying-squad@googlegroups.com



PART 3: COLLECTIVE AGREEMENTS

A Collective Agreement (CA) is a contract between a group of workers and their employer. CUPE 3903 is proud to have won CAs that set the standard within and beyond the university sector. Though CUPE 3903 is a single union, it is composed of four separate units—each with its own CA. When we bargain, all units confront the employer at the bargaining table together. This has resulted in the strongest CAs for graduate student university workers and contract faculty in the country.

In this section, we will first cover some of the general rights accorded to CUPE 3903 members under the Collective Agreements before addressing specific highlights for each unit.

Hard copies of your Collective agreement are always available in the union office. Electronic copies of all Collective Agreements (once available) are available online at:

3903.cupe.ca/resources/collective-agreement/

Your Rights as a Unionized Worker

Academic Freedom

As a Course Director (CD), you have absolute academic freedom to run your courses the way you want. As a Teaching Assistant, you have to adhere to the direction set by the Course Director, but have freedom in running your tutorial, as you feel necessary. As a -time librarian or archivist, you have academic freedom in the design, methodology, and presentation of library materials for which you are responsible. In all cases, you must adhere to the Ontario Human Rights Code. You also have the right NOT to have your work electronically monitored. The employer (including, for TAs, the CD) cannot check your email or computer to survey your work, or videotape your class.

Discipline

You cannot be disciplined without the employer going through a series of extensive steps. The burden of proof lies with them, and you have the right to union representation at any disciplinary

meetings. You also have the right to confidentiality. If you anticipate the launching of disciplinary action, or have been issued a “Notice of Meeting,” you should contact the union office. See Article 8 in each of the CAs.

Resources and Workspace

Members of Units 1, 2, and 4 are entitled to adequate office space, such as a desk, computer, printing, and photocopying services in the performance of their duties, and should also be given the course textbooks and reading materials for free. See Article 15.01 of the Unit 1 and 2 Collective Agreements, or Article 18.01 of the Unit 4 Collective Agreement.

Funds and Leaves

As a union member, you are eligible for a number of funds and leaves. For instance, in case of a financial emergency, you can apply to the Ways and Means Fund. You can learn about funds and application deadlines in Part 8: Funds and Deadlines of this manual or on our Funds and Benefits page (3903.cupe.ca/resources/benefits/).

Leaves can be taken if you need to take some time off for conferences, injuries or disabilities, jury duty, bereavement, care-giving, emergencies, sickness, transgender transition, and pregnancy. In addition, Unit 2 members can take leaves for research – read more about this in the “Unit 2 CA Highlights” section that follows. All leaves are described in the CA and a staff member (see contact page at the front of this manual) can answer your questions or help you with arranging a leave.

Employment Insurance

In the 2011-2012 round of bargaining, the Union won language that makes each CD worth 535 hours for EI purposes. The number of hours for a Teaching Assistantship is 357 hours. See Part 7 of this manual for more information on EI.

Unit 1 CA Highlights

Summer Funding

Most graduate students are enrolled for the full year and pay tuition in the summer, while TA contracts usually end on April 30. Unit 1 members also receive a York Graduate Fellowship but York was not equalizing payments across the terms, leaving some members without any summer income. In 2018 the Union successfully won more control over the timing of York Graduate Fellowship funding payments for our members.

Unit 1 members now have two options: to receive the York Graduate Fellowship (\$1801/term) once a term, or to receive that full amount (\$5403) in a lump sum or as monthly payments over the summer. This allows you to receive some funding over the summer, if you need summer income. If you would like to opt-in to summer fellowship payments you will need to fill out a Faculty of Graduate Studies (FGS) form by August 10 of every year.

Tuition Indexation

Tuition indexation is how we talk about our guaranteed rate of tuition at York University. It means that **if tuition is raised, funding is raised in an equal amount**. This provision was won by our union in collective bargaining, defended during the 78-Day strike in 2000-2001, and improved in the 2011-2012 round of bargaining. In 2015, we went on strike to protect this language after the employer raised tuition by 50% for international students. We fought for this language for 11 months in 2015-16, through a mix of political and legal strategies, and we won!

Graduate Financial Assistance (GFA)

The amount of GFA you will receive varies depending on student status (domestic or international) and year of study, but ranges between \$678 and \$1351 per term (including the summer).

Bursaries

In the Fall semester, Unit 1 members can apply for the Graduate Student Bursary Fund, which prioritizes international students and

single parents and is allocated on the basis of need. In the summer, Unit 1 members in a Master's program can apply to the 3903 Masters Bursary Fund, which is available as a form of summer funding allocated on the basis of need. See Part 8 of this manual for more information on bursaries and other funds available to Unit 1 members.

Overwork Protection

All full-time graduate students who have a full teaching assistantship (TA) are obligated to work **no more** than an average of 10 hours per week, up to a maximum of 270 hours for the duration of the Fall/Winter contract (i.e. from Sept. 1 to Apr. 30). If you have less than a full TA your maximum hours are pro-rated accordingly, for example if you have a half-TA you are obligated to work no more than 135 hours.

If you find yourself doing more, that's not acceptable. It's very important to fill out a workload form with your Course Director (CD) at the start of your contract, and **keep a record of your hours**, as it helps keep track of the amount of work you do, and provides proof of overwork when it occurs. If you are being overworked, it is your responsibility to request a meeting - in writing - with the CD as soon as you are aware that you are working more than the average of 10 hours per week or will go over the maximum contract hours.

Members are highly encouraged to contact one of their department Steward, the Staff Representatives, the Unit 1 Chief Steward, or the Grievance Officer at the same time. **You are entitled to have, and we strongly suggest you do have, a Union representative with you at all meetings concerning overwork.**

If the Course Director cannot promptly offer a suitable solution (which may include additional remuneration or relief of some of your responsibilities), a meeting with the Departmental Chair should be requested. We highly suggest members have union representation at any meeting. If no solution can be obtained, you have the right to file a grievance. One of the Staff Representatives, the Unit 1 Chief Steward, or the Grievance Officer can help you with filing an overwork grievance.

Unit 2 CA Highlights

Professional Expense Reimbursement (PER)

Every contract faculty (Unit 2) member is entitled to a PER of \$375 per 6-credit (i.e. one full 8-month academic year) course directorship, and 1/3 of \$375 per 6-credit tutor 1 position (a one-hour TA), to a maximum of \$1125 per year. You can use your PER to claim expenses for home office and teaching supplies including books, printer ink, paper, hard drives, printers, and journal subscriptions. You will need to submit original receipts.

There are two options to submit a PER claim. Normally, the most efficient and preferred way is to submit the claim online, with scanned receipts, through York's CONCUR system (see "Guide to Claim PER Expenses in Concur - CUPE 3903 Unit 2," at www.yorku.ca/finance/documents.htm). Departmental chair approval is not required for this method of claim submission. Alternately, members may fill out PER claim forms that are available in the union office, through Academic Employee Relations, or through your department. With this method, PER forms and receipts should be submitted to your department chair for approval.

Any unclaimed amount in your PER account rolls over, for a maximum of three years, meaning that you can accumulate PER to buy a large ticket item. The accumulated amount of your PER must be enough to cover the complete price of the item.

Research Leaves (Sabbaticals)

In the 2005-2006 round of bargaining, CUPE 3903 became the first contract faculty union to win sabbatical equivalents so that contract faculty members can take a year off from teaching to do research, complete their PhD, or publish articles or books, etc. In each contract year, three sabbaticals will be granted to contract faculty members who are in the Affirmative Action (Conversion) Pool, to be paid at the value of 3 Course Directorships (\$53,733 in 2019). You are allowed to hold one CD in a sabbatical year. The Research Leaves are adjudicated by the university on a competitive basis (See Article 15.15 in the Unit 2 CA).

Conversions (Affirmative Action)

Conversions enable members in the Affirmative Action (Conversion) Pool to move from being contract faculty to being a full-time tenure-stream faculty member in the York University Faculty Association (YUFA). There are a limited number of conversions allowed per year, but we continue to fight for an increase in conversions, allowing people to make an important move into a much more secure job. In 2015, we won the addition of a new type of full-time conversion position focused on teaching (“alternate teaching stream”) alongside professorial stream conversion positions.

Special Renewable Contracts (SRCs)

In the 2018 bargaining round, we won the reinstatement of the SRC program, which previously ran from 1999 to 2005, but was not subsequently renewed. Members who are in the Affirmative Action (conversion) Pool, have a minimum of 15 years of service in Unit 2, and who have taught at an average intensity of 2.5 courses per year over the past 5 years, are eligible to apply. Members who receive an SRC become members of the York University Faculty Association (YUFA), and will have secure employment for up to 13 years. Eighteen SRCs will be awarded to eligible Unit 2 members by July 1, 2020. Please see the “Conversions and Career Advisor” section below for information on how to begin the application process, as well as the Special Renewal Contracts section in the Unit 2 CA.

Eligibility for Affirmative Action (Conversion) Pool

To be eligible to apply for conversions or sabbaticals, you must have at least five years of service to the University. There is also a teaching load requirement roughly equivalent to a full-time faculty course load. Employment equity considerations are also relevant to eligibility. Eligibility is described in the “Affirmative Action Pool” section of the Unit 2 CA.

Conversions and Career Advisor

For free help and advice with career planning of any kind, or for preparing a conversion or Special Renewal Contract file for

consideration, please contact Dr. Bird (kbird@yorku.ca), our Conversions and Career Advisor. Dr. Bird is a full-time York faculty member with an excellent knowledge of our collective agreement and job security programs. In the fall of each year, she typically organizes conversions and career workshops at the Keele and Glendon campuses, which are announced well in advance.

Long Service Teaching Appointments (LSTA)

In the 2008-2009 bargaining round the union negotiated a new job security program for long service Unit 2 members. Members who are awarded one of these positions are automatically appointed to three full course equivalents in each of three to five years. In addition, the member also receives approximately \$2,000 per full course equivalent. To be eligible to apply for an LSTA you must have been in the Unit 2 Affirmative Action (Conversion) Pool for at least five years, and have taught an average of 2.5 full course equivalents over the last three years (including approved leaves).

Continuing Sessional Status Program (CSSP)

The CSSP was negotiated in the 2014-15 bargaining round. It provides first access to job appointments for members who have taught at least an average of two full courses over the past five years. For those who have maintained this average over the past five years, it also guarantees some compensation if your teaching load drops below 2/3 of your average. For members in the CSSP pool, blanket applications are due on November 1st of each year, and CSSP courses are assigned by the end of January. Members thus know well in advance what work they will have in the following summer and fall/winter terms.

Job Security and Seniority

Seniority is one way job security is protected in Unit 2. You accumulate seniority based on the number of Course Directorships, Tutor 1, and other teaching positions you have held as well as Union Executive Committee service. If two people have comparable qualifications to teach a specific course the person with higher seniority must be offered the position. Seniority provisions apply to both Continual Sessional Status Program (CSSP)

and regular hiring.

Notices of Recommended Appointment (NRAs) are sent out to all applicants and/ or posted to cupejobs.uit.yorku.ca by departments. If you feel that your seniority rights have been violated you have the right to question the department's decision. But, you only have a limited time to do so and it's best to contact the Union with your concern as soon as possible. The first step is the Union submitting an anonymous query on your behalf to discover the other applicant's qualifications and seniority. If your seniority has not been taken into account, we can then file a grievance on your behalf requesting that you be granted the course. If the grievance does not go through before the course starts, and you eventually win, you may be paid out for the value of the course.

Teaching Cap

To protect our contract faculty members from being pressured into accepting impossible teaching loads, to maintain high standards of teaching, and to help ensure that lower seniority contract faculty members have access to work, CUPE 3903 has negotiated a teaching cap of 5.5 courses (1 course = 1 full-year [FW], 6 credit course) or the equivalent per year, with a maximum of 4.5 courses in the Fall/Winter.

Tuition Waivers

For Unit 2 members and their dependents who wish to further their education, the Unit 2 CA includes a tuition waiver for most undergraduate and graduate degrees undertaken at York. To be eligible, members must have taught at least 3 half-year courses or equivalent over the past 3 three years, including some teaching in the year preceding application. For further information, including eligibility requirements for dependents, please consult the Tuition Costs Funds, Tuition Reimbursement, and Tuition Waiver sections on the CUPE 3903 website: 3903.cupe.ca/resources/benefits/#2

Unit 3 CA Highlights

Summer Funding

Following the 2014-15 bargaining round, we won an automatic payment of \$3,000 in the summer for Unit 3 members.

Tuition Indexation

Tuition indexation is how we talk about our guaranteed rate of tuition at York University. It means that, if tuition is raised, funding is raised in an equal amount. This provision was won by our union in collective bargaining, defended during the 78-day strike in 2000-2001, and improved in the 2011-2012 round of bargaining. In 2015, we went on strike to protect this language after the employer raised tuition by 50% for international students. We fought for this language for 11 months in 2015-16, through a mix of political and legal strategies, and we won!

Graduate Financial Assistance (GFA)

The amount of GFA you will receive varies depending on student status (domestic or international) and year of study, but ranges between \$739 and \$1351 for each of the Fall and Winter terms.

Bursaries

In May, Unit 3 members can apply for the GA Bursary Fund, which prioritizes international students and is allocated on the basis of need. See Part 8 of this manual for more information on bursaries and other funds available to Unit 3 members.

Unit 4 CA Highlights

Significant Pay Increase in the First Agreement

As Unit 4 ratified their first collective agreement in early 2017, the bargaining team was able to secure a significant increase in pay — for many; it was the first raise they received in years, if not decades. Getting wage parity with full-time librarians is an important issue for Unit 4, and this first contract was a step in that direction. The ratification the second collective agreement in November 2018 brought further yearly pay increases for members.

12 Hour/Week Minimum

All members of Unit 4 must be hired for a *minimum* of 12 hours a week, up to a maximum of 17 (more than 50% FTE, 17.5 hours, is considered YUFA).

Seniority and Incumbency

Appointments for all part-time librarians and archivists will be granted to the qualified member with the most seniority. Every 17 weeks of appointment equal one seniority point. Furthermore, members who have held a position within the last 36 months are considered incumbent, i.e. qualified.

Tuition Waiver for Spouse and Dependents

The spouse or dependents of a Unit 4 member who has worked continuously for a period of 3 years are entitled to apply for a tuition waiver for domestic fees for degree credit courses offered at York University.

Professional Development Fund

The ratification of Unit 4's second collective agreement in November 2018 granted part-time librarians and archivists access to CUPE 3903's Professional Development Fund. See Part 8 of this manual for more information on funds.

Grievances

What is a grievance?

A grievance is any dispute arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. Any member of CUPE 3903 can file a grievance, and the employer is bound by specific terms of the agreement to act reasonably and non-discriminatorily in response to a grievance.

The grievance process

The grievance process begins when a member of the union realizes that one or more of their rights under the Collective Agreement have been violated, and therefore seeks a remedy for the violation. The grievance process essentially involves four successive steps,

but most grievances are resolved at Step 1, which is the informal stage. Step 1 is where the grievor makes the case known to a union representative and efforts are made to address the matter informally.

If there is no success at this stage, then the grievance advances to Step 2, where the formal process begins. Some grievances may bypass the earlier stages for various reasons. For example, cases involving harassment and policy grievances always begin at the later stages (Steps 3 and 4).

Step 3 and 4 bring the grievance to the Dean responsible for the department and Faculty Relations, respectively.

After deciding to file a grievance, York and the Union are bound by timelines outlined in the Collective Agreements. The length of time a grievance takes to resolve varies based on the nature of the grievance. A member will always be informed of the possible time frame involved in filing a particular grievance.

What should you do?

If you think you have a grievance case it's important to act promptly, as there may be time limits involved. The first thing to do is to contact your departmental steward, Chief Steward, Grievance Officer, or staff to discuss the issue (referred to as Step 1; see contact list at the front of this manual). They will help you understand your options and what to do next. It's always best to share any documentation and evidence that you have with your Union representative; they will also help you determine what other material you might need for a successful case.

PART 4: BARGAINING AS COLLECTIVE ACTION

CUPE 3903 enters collective bargaining when our collective agreements (CAs) expire, which currently occurs every three years. CUPE 3903 draws its strength from member-driven organizing, which has resulted in CAs that are the gold standard



across Canada. During bargaining, important decisions are always directed and approved by the membership. The active involvement of rank and file members in the many stages and numerous levels of bargaining is essential to our collective success.

“**York Works Because We Do**” is a statement of fact—members of CUPE 3903 do the majority of the teaching at York, in addition to providing invaluable research, library and archival work, and other support for undergraduate students. Because of our essential role in this university, our working conditions have real effects on undergraduate students, research, and the university as a whole.

Additionally, since we are sector leaders, we set the standard: a victory for CUPE 3903 sets the stage for victories for other unions across the university sector. We don’t have the best contract in the country because we asked for it nicely. We have had to fight to keep and improve our contracts each and every round of bargaining. Without strong membership-driven mobilization during bargaining, York can and will attempt to **weaken** our CAs in its favour.

Why we bargain

We bargain not only to defend against York’s attacks on our working conditions and jobs, but also to **improve** our contracts. Because of our strength during bargaining, in previous rounds we have won tuition offsets, childcare funds, a comprehensive benefits package, additional funding and protections for international students, and equity guidelines for hiring practices, just to name a few.

When it comes down to it, **you** are why we bargain. We bargain in solidarity with our colleagues against a university that is more committed to profits than to quality education. If we have to go on strike, we do it because we're fighting for each other and for the right to a fair contract and a quality education for all. The strength of CUPE 3903 wouldn't be known across the country if it weren't for members like you getting involved and fighting for a common goal!

How we bargain

CUPE 3903 is a member-driven union and it is the membership that directs important bargaining decisions. Members elect the Bargaining Team (BT), determine bargaining priorities, help formulate proposals, and regularly weigh in on the bargaining process. We operate under the model of **open bargaining**, which means that members are encouraged to attend bargaining meetings where they can observe, pass notes to the Bargaining Team, and participate in Bargaining Team caucuses. Open bargaining has made our past successes possible and is necessary for us to continue making gains.

Open bargaining keeps York accountable! York cannot mislead our members about their proposals, our bargaining process, or hide their demeaning attitudes towards our members. In addition the presence of members in bargaining meetings shows York that the Bargaining Team (BT) is supported by the membership; membership support is crucial to securing a good contract. Open bargaining also keeps the BT accountable to the membership so you can feel confident in supporting your BT.

Bargaining decisions are driven by the membership and that includes any decision to go on strike. **The final decision to strike rests with the general membership.** Going on strike is a last resort. We make sure to exhaust all of our options at the bargaining table, and members will get to vote on any strike action before it is taken. Bargaining is therefore strengthened and defined by our collective power as workers fighting for each other

Upcoming bargaining

On August 31, 2020, the Unit 1, Unit 2, and Unit 3 CAs expire, making next year a bargaining year for these units. This puts the union in a position to renew and revise our Collective Agreements, which will determine our working conditions as TAs, contract faculty, and graduate assistants.

Election of the Bargaining Team (BT) should take place in early 2020. We will be stronger if you choose to get involved. This can mean many things, from participating in the Bargaining Mobilization Committee or becoming a steward, to coming to meetings, attending bargaining, learning about the issues your colleagues are facing, and talking to your friends about them!



PART 5: UNDERSTANDING YOUR FUNDING FOR UNITS 1 AND 3

How Does My Funding Work for 2019-20?

York is notorious for being **unclear, unhelpful, and downright deceptive** about funding for its graduate student members. This section will help you understand how much funding you are guaranteed under the Collective Agreement, and when you should receive it.

Individual funding is separated into four scenarios based on degree (Master's or PhD) and student status (domestic or international). It is also subdivided based on the kind of work you do and any scholarships and/or RAships you may get. In general:

- Funding is composed of salary from the work assignment (including Grant-in-Aid and vacation pay), Graduate Financial Assistance (GFA), the fellowship, and the tuition offset (for international students who entered their program on or after 2013 only).
- Small scholarships (less than \$5000) and the York Graduate Scholarship (YGS) are in addition to this funding.
- Large scholarships (more than \$5000), including matched-funds bursaries, will be clawed back to fulfill the fellowship portion of your funding.
- RAships "may" be clawed back to fulfill the fellowship portion of your funding.
- GFA payments are received around the middle of the term, usually in the second or third week in Oct., Feb. and June. The payment is initially posted to your student account, then the GFA amount is deposited in your bank account.

Remember, the minimum guaranteed funding is exactly that: a minimum. **There is nothing in the Collective Agreement that prevents you from being given more than the minimum.** It is the University's decision to treat your minimum as a maximum. The union has negotiated language in the past that can help us fight against claw-backs. However, this struggle is ongoing.

Master's Students (with a TAship)

Fall (Sept. 1-Dec. 31)	Winter (Jan. 1-Apr. 30)	Summer (May 1-Aug. 31)
1.0 TAship (270 hours of work) \$11,976 wages + \$3954 grant-in-aid = \$15,930 Note: you may be assigned less than a full (1.0) TAship, in which case your funding would be prorated down. For example, a 0.5 TA = \$7965 You should receive your TA pay in equal monthly instalments on the 25 th of each month.		
Fellowship* Domestic: \$5403 International: \$8467		
International Tuition Offset** \$7533		
GFA Domestic: \$692 International: \$1158	GFA Domestic: \$692 International: \$1158	GFA Domestic: \$692 International: \$1158

* This fellowship amount may or may not include claw-backs from other sources such as scholarships or RAships. It is paid out in three installments, once a semester.

The offset applies to international students paying tuition fees over the 2012 levels **only. It is indexed to tuition and may vary if tuition rates change.

Note: For Masters students with a TAship, there is no guaranteed Summer funding, other than the GFA amount shown above. These students can apply for the U1 Masters Bursary fund by filling out the Student Financial Profile with FGS in May. See Part 8: Funds and Deadlines.

Master's Students (with a GAship)

Fall (Sept. 1-Dec. 31)	Winter (Jan. 1-Apr. 30)	Summer (May 1-Aug. 31)
0.5 GAship (135 hours of work) \$3700 wages + \$1942 grant-in-aid = \$5642 Note: this is a minimum amount for a GA, though you could be assigned more. You should receive your GA pay in equal monthly instalments on the 25 th of each month.		
Fellowship* Domestic: \$10,000 International: \$19,256		
International Tuition Offset** \$7533		
GFA Domestic MA 1: \$756 MA 2: \$948 International MA 1: \$1158 MA 2: \$1382	GFA Domestic MA 1: \$756 MA 2: \$948 International MA 1: \$1158 MA 2: \$1382	Summer Funding \$3000

*This fellowship amount may or may not include claw-backs from other sources such as scholarships or RAships. It is paid out in three installments, once a semester.

The offset applies to international students paying tuition fees over the 2012 levels **only. It is indexed to tuition and may vary if tuition rates change.

Note: York uses the categories of graduate assistant (GA) and research assistant (RA). If York has categorized you as a GA, that means you are a Union member. If you are doing administrative, research or other work (that is not your own academic work), then you are a GA. If York has miscategorized you, get in touch with a Union representative as soon as possible to have this corrected.

PhD Students

Fall (Sept. 1-Dec. 31)	Winter (Jan. 1-Apr. 30)	Summer (May 1-Aug. 31)
<p>1.0 TAship (270 hours of work) \$11,976 wages + \$3954 grant-in-aid = \$15,930 Note: you may be assigned less than a full (1.0) TAship, in which case your funding would be prorated down. For example, a 0.5 TA = \$7965 You should receive this in 8 equal instalments on the 25th of each month.</p> <p>Note: if you have a major scholarship of \$15,000 or more, York may give you only a half (0.5) TA instead of a 1.0 TA</p>		
<p>Fellowship*</p> <p>Domestic: \$5403 International: \$8467</p>		
<p>International Tuition Offset**</p> <p>2013-14 cohort: \$628 2014-15 and later cohorts: \$6709</p>		
<p>GFA Domestic PhD 1-2: \$692 PhD 3+: \$868 International PhD 1-2: \$1158 PhD 3+: \$1382</p>	<p>GFA Domestic PhD 1-2: \$692 PhD 3+: \$868 International PhD 1-2: \$1158 PhD 3+: \$1382</p>	<p>GFA Domestic PhD 1-2: \$692 PhD 3+: \$868 International PhD 1-2: \$1158 PhD 3+: \$1382</p>

*This fellowship amount may or may not include claw-backs from other sources such as scholarships or RAs. It is paid out in three installments, once a semester OR as summer funding, at the member's request.

The offset applies to international students paying tuition fees over the 2012 levels **only.

Note: In the final year of your PhD program (usually Year 6) you are

not guaranteed any funding for your final term, i.e. no guaranteed summer funding. However, you can apply for the PhD Completion Fund at this point. Also, students in their final year **do not** receive fellowship funding.

Understanding Offsets

Our offset language ensures that wage gains from our collective agreements are not clawed back by reductions in other funding or increases in tuition fees. We have two offset articles in our Collective Agreements—one that protects us from clawbacks to non-collective agreement funds, and another that protects us from tuition increases. Thanks to our offset language and the wage increases in our CA, your funding should go up each year, so you should receive more than what was guaranteed in your original letter of offer. That means that if you were offered an RAship or scholarship of a certain amount, York cannot reduce it to compensate for increases in wages or the GFA.

International Tuition Offset

In 2013, York raised tuition dramatically for international students. After a long battle, including a successful strike in 2015, and subsequent legal and political actions to enforce the gains of the strike, we were able to protect international student members' funding through the International Tuition Offset. All international students who are paying tuition higher than the 2012 rate should get additional funding to make up for the difference between 2012 and current tuition rates. If you think you have not received the International Tuition Offset or not received the correct amount please contact your departmental Steward or the Chief Steward Unit 1.

PART 6: HEALTH BENEFITS PLAN

You must enroll in the plan to obtain coverage and re-enroll if you have contract gaps (see details below)



Health and Dental Benefits

Our core health benefits plan is provided and administrated through SunLife Insurance (Policy Number: 014098). Some of the core policies covered by this plan are:

- Vision Care: \$400 every two years from the first use (Glasses, contacts, eye exams)
- Dental Care: \$3000 every calendar year (Oral exams, certain dental procedures)
- Prescription Drugs: 100% coverage of prescribed medication
- Paramedical Services (e.g. Counseling, naturopaths, and chiropractors): \$2000 for any one expense every calendar year; for a total of \$3000

For more details please check out the Sun Life Policy Package at 3903.cupe.ca/benefits-plan

Who is covered?

All CUPE 3903 members and their dependents (spouses, common-law or same-sex partner, and dependent children; parents and siblings are ineligible) are covered under this plan from the first day of your contract until **5 months after the end of your contract**. Any contract gaps of longer than 5 months require you to re-enroll in the Sun Life plan once you start a new contract. If you have had a contract gap and are not sure if you are still enrolled in the plan you should contact SunLife or York's Pension and Benefits office.

There is an exception to the 5-month extension. If you are a Unit 1 member in years 1 through 5 of the priority pool and have had a TA assignment in one term, followed by an 8-month gap, you are

eligible for those additional 3 months of coverage. You have to collect your expense receipts during that 3-month period, which you can then submit once you re-enroll at the start of the new contract.

How do I enroll in the plan?

Returning members of CUPE 3903, who have previously enrolled and do not have a contract gap of more than 5 months (i.e. you have not been without a contract for more than 5 months), are already enrolled in our health benefits plan. New members of CUPE 3903 starting their first contract must manually enroll for health benefits coverage. The enrolment form is available at the CUPE 3903 office or online.

Enrolment Process: An Overview

- Print the CUPE 3903 Benefits Enrolment Form. It is available for download on our website or it may be picked up in person from our office at 143 Atkinson building, Keele campus.
- Complete the form. ***You can submit the form to the Pension & Benefits office even if you do not have your employee number yet.*** Your employee number is located at the top of your paystub. It is a 9-digit number that starts with the numbers “10.”
- We recommend that you bring it in to the CUPE 3903 office where staff will email it to Pensions and Benefits for you. This ensures that York can’t argue they did not receive your form in time. But you can email a scan of it yourself to askpb@yorku.ca
- It typically takes 1 week for enrolment in the SunLife plan system. You will receive a drug card approximately four to six weeks after you submit your form. You will receive the drug card in the mailbox in your teaching/work hiring unit or at your home address.
- You can start making claims as soon as you confirm eligibility; you do not have to wait for the card. You just need the plan number (014098) and your benefits ID (employee ID). Be sure to check with SunLife insurance two weeks after submitting the enrolment form to see if you are registered in their system.

Do I pay upfront?

Some practitioners will cover your expense upfront, while others will require you to cover your expense and file for reimbursement from SunLife Insurance. This process will vary by practitioner.

How do I make a claim and get reimbursed?

After enrolment, you can make claims by submitting forms and receipts by mail, or online at sunlife.ca. To submit online, you will need to register with SunLife. You will need your policy number (014098) and your employee number to register. Once registered, you can login to file claims and get further information on your benefits. Compensation and claims are processed within 48 hours and are directly deposited to your bank account.

You can also send your claims by completing a claim form with the necessary paperwork, and mailing it to the address attached to the form. The claim forms are available on the union's website.

What do I do if I exhaust my coverage or incur other expenses?

If you exhaust your coverage or your expense is not covered by Sunlife you can apply to our Union's Extended Health Benefits Fund. Depending on the number of applications, you may receive partial reimbursement for additional expenses – usually between 25% and 50%. Note that the Extended Health Benefits Fund only covers expenses incurred by the member (not dependents). See the "Extended Health Benefits" section that follows.

What if my contract ends?

Your benefits continue for five months following the end of your contract. As such, you should hold on to your drug card and continue to use it until your coverage expires or you get a new contract.

Notes for international students

What is the difference between this plan and UHIP? The latter is for international students only. It is designed to pay the cost of the hospital and medical services which members and their family

members may need to maintain their health while in Canada. The plan provides coverage comparable to that of OHIP for Ontario residents. The CUPE 3903 Health Benefits plan is in addition to, and separate from, UHIP; if you have a contract and are a member of CUPE 3903 you are eligible for these benefits.

Information about UHIP is available on the York International website. You can enroll online and print your UHIP card. Note that your member ID is “YU” followed by your student number (e.g.: YU123456789) and your policy number is 050150.

Numbers you might need

Employee Number (this is also your benefits ID number). It starts with “1” and appears on your pay stub. Pay stubs can be found on hrselfserve.info.yorku.ca; graduate student members can also ask their Graduate Program Assistant.

Policy Plan Contract Number: 014098

SunLife’s number: 1-877-SUN-LIFE (1-877-786-5433)

SunLife’s website: www.sunlife.ca

Other questions?

When you have questions, the first person to contact is a Pension & Benefits Administrator at the York Pension and Benefits Office. You can reach them at:

Phone: 416-736-2100 ext. 27572

Email: askpb@yorku.ca

If they are not able to address your problem, then contact CUPE 3903 staff: 416-736-5154.

Extended Health Benefits Fund (EHBF)

CUPE 3903 has negotiated a fund of \$220,000 (as of September 2018) for extended health reimbursement. This fund is administered through an elected committee of members. The amounts reimbursed vary depending on the number of requests received.

The purpose of the EHBF is to support members with health care costs that would cause an undue financial burden and that are not

covered by the SunLife Insurance plan (the insurance company that administers our Health and Dental plan).

In setting up the policy, guidelines, and allocation process for the EHB, the Union recognizes that there is a strong relationship between a range of social factors and a person's health and well-being. Health issues and health inequities are thus often deeply intertwined. The Union also recognizes that there is a finite amount of money in the Fund for a membership of approximately 2,700 members. Ongoing collective bargaining is critical to continuing to improve member access to funds to support the reimbursement of extra health care expenses.

The EHB Fund is available to all members of CUPE 3903 from their first day of employment until 5 months after their last contract has expired. There are two parts of the fund: Option A is for extended health care needs that are **unexpected** and **urgent** and that present an undue financial burden. This option is for expenses you need to make right away. Option B is for extended health care needs that are **foreseeable** or **planned** and that present an undue financial burden. This is for expenses expected during the upcoming term.

EHB Fund Coverage

Support from this fund might range from the one-time purchase of an assistive device, to an ongoing regimen of therapy, to unexpected health needs resulting from a sudden accident or injury. This includes assistance with costs associated with longer-term disabilities and/or care needs that are **not** otherwise covered under other health insurance plans. Cosmetic procedures are not covered. In addition, the following is covered:

- Non-MD psychotherapy, once the regular plan coverage is exhausted (proof of exhaustion required)
- Travel health insurance (does not include baggage or cancellation insurance)
- Acupuncture
- Orthotics (with a doctor's note)
- Vision care expenses, once the regular plan coverage is exhausted (proof of exhaustion required)

- Emergency dental work, once the regular plan coverage is exhausted (proof of exhaustion required)
- Prescription drugs after coverage is spent, once the regular plan coverage is exhausted (proof of exhaustion required)
- Naturopathy, Chiropractic, Physiotherapy, Psychologist, Podiatry and Massage Therapy once the regular plan coverage is exhausted (proof of exhaustion required)
- Incidental health expenses (e.g. hospital parking, emergency taxis, crutches/canes, etc.)
- Other services de-listed from OHIP

If you have any questions about the Extended Health Benefits Fund, please contact the EHB Committee at ehb3903@gmail.com.

How to apply

Download forms on our website (3903.cupe.ca/extended-health-benefits-fund/). Forms are also available in the CUPE 3903 office. Option A is adjudicated monthly and Option B application deadlines are Sept. 10, Jan. 10, and May 10. Applicants should attach all available receipts and/or estimates in order to be considered for reimbursement. Proof of exhaustion of SunLife benefits is required where the expense would normally be covered by the SunLife benefit plan. Make sure to keep copies of receipts for yourself.

Please send or drop-off applications in a sealed envelope marked "EHB Committee - personal and confidential" to the CUPE 3903 Office (143 Atkinson; if mailing see full address in front of this manual). Please mark "Option A" or "Option B" on the envelope to indicate what option you are applying for.

Employee and Family Assistance Program

Due to the persistent advocacy and lobbying by various CUPE 3903 members and staff, as of May 2017 all members have access to the Employee and Family Assistance Program (EFAP), which provides free, confidential mental health and overall wellness services. EFAP is delivered by an arm's length, third-party provider independently from York. To find out more, go to: hr.info.yorku.ca/wellness-programming or www.workhealthlife.com

PART 7: EMPLOYMENT INSURANCE

Employment Insurance (EI) is supposed to be the safety net that kicks in when a worker becomes unemployed. This section covers frequently asked questions about Employment Insurance as it relates to all CUPE 3903 members.

Who is eligible? Most workers who have accumulated enough hours of work paying into EI, who are out of work for 7 consecutive days for reasons beyond their control (such as the end of a contract), and who are available for work, are eligible to claim benefits.

How many hours do you need? The number ranges from 420 to 700 hours and depends on several factors. The minimum number varies by geographic region and in different periods because the federal government bases the figure on the local official unemployment rate. If you live in the Greater Toronto Area (GTA), as of August 10, 2019 the minimum is 700 hours in the 52 weeks prior to becoming unemployed. This is called the “qualifying period.” This qualifying period will be less than 52 weeks if you had an EI claim within that period, and your EI claim will be automatically reactivated on re-application. The qualifying period might be extended to a maximum of 104 weeks in specific circumstances, such as if an illness, injury, or pregnancy prevented you from doing EI-insurable work.

You will need records of employment (ROEs) for the 52-week period before your separation from work. You can add together all EI-insurable jobs you have had in those periods to make up those hours so you need to get ROEs from all of your past employers. If you think you might qualify for the 104-week extension, make sure you get ROEs sent to Service Canada for the full 104 weeks.

If you are eligible for benefits, York University will automatically send your ROE to Service Canada soon after the end of your contract. You can confirm receipt of this ROE by setting up a My Service Canada account online to manage your EI claim.

How do hours work for TAs and CDs? Each full TAship counts as 357 hours (for the ROE) and each CD counts as 535 hours.

How much are the benefits? Benefits are paid at 55% of your average weekly earnings (based on your earnings over the last 6 months) to a weekly maximum of \$562 (2019 rate). There are no benefits paid for the first week of unemployment.

How long do benefits last? This also depends on the local unemployment rate and your total hours worked in a qualifying period. For the current GTA rate, this could be from 14 to 16 weeks. In the past, contract faculty living in the GTA, who had three full courses, would receive benefits for 25 weeks. It would be 19 weeks if it were two full courses.

When did I start and stop work? That depends on the contract. Currently York contract end dates are the end of the month (e.g. April 30). Start dates may vary.

While on benefits what do I do? You are required to be available for employment and to be actively looking for work. These are separate criteria. “Available” means that if someone offered you a job tomorrow you would take it. That is why you cannot claim benefits while out of the country. “Actively looking” means that you are doing everything reasonable to find work in your general field in which you found work before. Since part-time academics have established a pattern of work as part-time academics, you are allowed to restrict your search to academic work, at least for the first few months of benefits. After that, the federal government will expect you to broaden your search to related kinds of work.

What if I am applying for maternity, parental, sick or compassionate leave? You need a minimum of 600 hours in the 52 weeks prior to the leave to qualify for maternity, parental, sick, and caregiving leave EI benefits. There is a maximum of 15 weeks of payment for maternity and sick leave, and 35 weeks for parental leave.

There are now 2 types of parental leaves available: Standard and Extended. Standard is up to 40 weeks with the maximum for one parent at 35 weeks of EI in a total 12 month leave period. Extended is up to 69 weeks with the maximum for one parent at 61 weeks of EI in a total 12 month period, in a total 18 month leave period. It is important to note that you do not get an increased EI benefit in the

Extended period. Service Canada simply spreads out the 35-week entitlement over 61 weeks.

There are also 3 types of EI caregiving benefits: 1) Family Caregiver Benefit for Children (up to 35 weeks); 2) Family Caregiver Benefit for Adults (up to 15 weeks); 3) Compassionate Care benefits (up to 26 weeks).

There are also paid leaves in your collective agreement that can be paid out as supplemental benefits to EI.

Questions? Need help applying? Contact the CUPE 3903 office.

PART 8: FUNDS AND DEADLINES

Through bargaining, CUPE 3903 has won the following funds for its members, guaranteed through the provisions of our Collective Agreements. Many of the forms along with more detailed information about the funds can be found on the CUPE 3903 website.

All Units Funds

Child Care Fund

Deadlines: Jan. 31, May 31, and Sept. 30. Apply to CUPE 3903. The Childcare Fund is a fund in the amount of \$260,000 per year, which was won for 2018-2019 and 2019-2020. It is meant to offset the childcare costs for members with childcare responsibilities. The fund is disbursed equally to all members who have childcare responsibilities and who apply. To apply download the form from our website (3903.cupe.ca/childcare-fund/) or pick up a form from our office.

The Collective Agreement also includes child care subsidy funding of \$50,000 allocated to each of the on-campus child care facilities—Student Centre Childcare (www.yorku.ca/children) and the York Co-Operative Day Care Centre (daycare.info.yorku.ca). These amounts are pooled among all applicants, hence amounts vary, with reimbursement levels determined by the number of eligible members applying for a subsidy in any given year. **To apply:** There is no deadline to apply. To do so, contact either on-campus child care facility directly. Note that the subsidy applies to these two facilities only. Take a copy of your paystub or a copy of your contract as proof of membership in CUPE 3903.

Extended Health Benefits Fund

Deadlines: Jan. 10, May 10, and Sept. 10. Apply to CUPE 3903. The purpose of the Extended Health Benefits Fund is to support members with health care costs that would cause an undue financial burden and that are not covered by the SunLife Insurance plan provided by our Collective Agreement. Please note these

funds are not administered by the Sun Life Insurance Plan, and are administered by the Extended Health Benefits Committee of CUPE 3903. See the “Extended health reimbursement fund” page in this manual for more info.

Professional Development Fund

Deadlines: Jan. 10, June 10 and Sept. 10. Apply to CUPE 3903.

The Professional Development Fund provides funding to members in all Units to support them in attending and presenting at conferences, and with other professional development expenses.

A total of \$137,000 is allocated to this fund for purposes such as assisting new employees (priority to those within the first two years of employment) to develop professional competence and ability, to assist employees in upgrading professional qualifications, and to help cover some of the expenses associated with presenting at conferences (airfare, hotels, etc.). The PDF does not cover capital costs such as equipment, software, stationery, and books, but does cover conference funding and professional development such as fees for courses, programmes, and workshops. The PDF application is available online and can be accessed from:

3903.cupe.ca/professional-development-fund-pdf/

Trans Fund

Deadlines: Jan. 31, May 31, Sept. 30. Apply to CUPE 3903.

A fund of \$40,000. The Trans Fund is administered three times a year except in emergency situations where members can apply to the committee on an on-going basis. The committee understands "trans" to be a broad and inclusive term that includes gender queer, transgender, transsexual, and gender variant, among others. The fund is to be used to support members in their everyday life necessities as well as for surgeries. Applications can be found on our website (3903.cupe.ca/410-2/)

Ways and Means Fund—Emergency Financial Aid

Apply as needed, to CUPE 3903.

A fund of \$85,000. Intended as a fund to cover financial needs not addressed by other Collective Agreement funds. Funds are

available for members who have experienced a recent unexpected hardship that resulted in unexpected financial stress/hardship; generally the maximum reimbursement is \$1000. For more information and to download the application check out our website (3903.cupe.ca/ways-and-means-fund/) or pick up an application in the Union office.

Sexual Assault Survivor Support Fund

Deadlines: Jan. 31, May 31, and Sept. 30. Emergency applications: year-round. Apply to CUPE 3903.

A fund of \$10,000 to help survivors offset costs such as counselling, legal support and lost wages. In the 2018 strike we were able to secure a \$50,000 contribution to the fund by York in the 2018-19 year. We continue to fight for York to properly support this fund. Members can draw on this fund to an annual maximum of \$1000 and a lifetime maximum of \$3,000. The Committee recognizes that legal support can be very expensive and will consider adjusting the yearly maximum based on need.

For the application form or more information go here:

3903.cupe.ca/sassf

Kilometrage Allowance

Apply as needed to the department that required the travel (the department will direct you on the required application procedure)

Travel costs will be reimbursed when members must travel to a place of work other than the campus where they normally work and these costs are in excess of that member's normal travel costs. Car expenditures will be reimbursed at 45 cents/km.

Unit 1 Specific Funds

Graduate Student Bursary Fund

Deadline: Apply once in the Fall semester, and once in the Spring (check FGS for specific deadlines)

A fund of \$225,000 distributed on the basis of need, especially prioritizing international students who pay UHIP, single parents with childcare expenses, and those who incur large, uncovered

medical expenses. Apply through the Student Financial Profile available through Student Financial Services.

Masters Bursary Fund

Deadline: Apply in the Spring (check FGS for specific deadlines) through your graduate Student Financial Profile (SFP; available through Student Financial Services).

A fund of \$107,000, distributed on or after June 15th to assist members in the summer who do not have other sources of funding (excluding bursaries). First priority is for members who will be returning to a Master's program in Fall, second priority is for those who will be entering a PhD program in the Fall.

PhD Completion Fund

Deadline: Apply in the Spring (check FGS for specific deadlines) through your graduate Student Financial profile (SFP; available through Student Financial Services).

A fund of \$100,000, distributed on or after June 15th on the basis of need to members who have no funding in the last term of their PhD studies.

Research Costs Fund

Apply to FGS.

A fund of \$110,000. Applicants can receive up to \$1600 each per year. Funds are distributed by Department so deadlines vary. See your department for specific details.

Thesis Allowance

Apply as needed, to FGS.

This fund is designed to offset costs of the final form of a MRP (\$200), Master's Thesis (\$300), or Doctoral Dissertation (\$400). Allowable expenses include but are not limited to photocopying, binding for two copies, and certain expenses related to the production of other media. A full list of what is and is not covered is available on the application form.

Tuition Costs Fund

Deadline: Aug. 31. Apply to CUPE 3903.

A total of \$10,000 of the PDF fund will be allocated each year to offset tuition costs for courses, programs, or conferences related to members' employment. Regular graduate student fees at York are not covered by this fund. Find the application forms on our website (3903.cupe.ca/resources/benefits/#1)

UHIP Fund

No need for application.

Total of \$77,000, distributed evenly amongst international students in the bargaining unit who use UHIP.

Unit 2 Specific Funds

Conference Travel Fund

Deadlines: Oct. 1, March 1, and June 1. Apply to Faculty Relations.

A total of \$100,000 to support attendance at scholarly, professional, or artistic conferences. The June round will only defray travel costs, the other two rounds will also provide money towards accommodation and other expenses. Applicants will normally only receive one grant per year.

Professional Expense Reimbursement (PER)

Contract faculty members have this allowance to use towards professional development. They receive an allotment of \$375 per 6-credit course directorship or 1/3 of \$375 per 6-credit Tutor 1 position (to a maximum of \$1125 per year). See Part 3 of this manual for more details.

Research Grants Fund

Deadlines: Oct. 1 and March 1. Apply to Faculty Relations.

A fund of \$190,000. Members can only receive funds once per year. Minor Grants of up to \$8000 are available at either deadline; Major Grants with a value of one course directorship in salary plus one applicable prior experience credit are available only in the spring round.

Teaching Development Fund

Deadline: Feb. 1. Apply to the Teaching Commons at York.

To assist in the development of a new program of study, new courses and teaching materials, and teaching skills. Five minor teaching development grants of \$1000 will be provided, as well as two major grants of the same value as the salary of one course directorship. Only those contract faculty who have held at least one Type 1 or equivalent position in each of the two years prior to the start of this contract year will be eligible for the major grants. Adjudicated by 3903 and the York Teaching Commons. Applications can be found on our website (3903.cupe.ca/resources/benefits/#2)

Tuition Costs Fund

Deadline: Aug. 31. Apply to CUPE 3903.

A total of \$10,000 of the PDF fund will be allocated each year to offset tuition costs for courses, programs, or conferences related to members' employment. Regular graduate student fees at York are not covered by this fund.

Tuition Waiver

Provides a full tuition waiver for dependents or spouses (including common-law and same-sex partners) of contract faculty members who have held an average of 2.5 full course equivalents per year for three years (see our website for application: 3903.cupe.ca/resources/other-useful-forms-ii/)

Contract faculty members themselves, who have held at least three Type 1 positions or equivalent in the last three years, including at least one in the last year, will receive a tuition fee waiver for any York University undergraduate or graduate program to which they are admitted. This will be limited to part-time fee levels. (Note: enrolling full-time would make the worker a Unit 1 member).

Unit 3 Specific Funds

Graduate Assistant Bursary Fund

Deadline: Apply in the Fall semester through your graduate Student Financial Profile (SFP; available through Student Financial Services).

A fund of \$275,000 to be distributed according to need for Unit 3 members, prioritizing international visa students.

Research Costs Fund

Apply to FGS.

A fund of \$110,000. Applicants can receive up to \$1600 each per year. This fund is run on a department-by-department basis, so exact deadlines vary. See your department for specific details.

UHIP Fund

No need for application.

Total of \$77,000, distributed evenly amongst international students in the bargaining unit who use UHIP.

Unit 4 Specific Funds

Tuition Waiver

Members who are eligible qualify for a tuition waiver for undergraduate or graduate York University degree credit work (part time only; see our website for application: 3903.cupe.ca/resources/other-useful-forms-ii/). Dependents of eligible members also qualify for a tuition waiver (part or full-time). Please see the Collective Agreement or speak to your Chief Steward to determine If you are eligible.

Deadlines at a Glance

September

10th - Extended Health Benefits Fund, Option B (all units)

10th - Professional Development Fund (all units)

30th – Childcare Fund, Trans Fund and Sexual Assault Survivor Support Fund (all units)

October

1st - Conference Travel Fund (Unit 2)

1st - Research Grants Fund (Unit 2) (minor grants only)

1st - Research Cost Fund (varies by department Units 1 & 3)

November

1st - Blanket Application Deadline for Unit 2 members in the CSSP

2nd week - SFP open, Grad Student/GA Bursary Fund (Units 1 & 3)

January

10th - Extended Health Reimbursement Fund, Option B and Professional Development Fund (all units)

31st - Blanket Application Deadline (Units 1 & 2)

31st - Childcare Fund, Trans Fund and Sexual Assault Survivor Support Fund (all units)

February

1st - Teaching Development Fund (Unit 2)

March

1st - Conference Travel Fund (Unit 2)

1st - Research Grants Fund (Unit 2) (major/minor grants)

1st - Research Costs Fund (varies by department Units 1 & 3)

May

1st week - SFP open for Graduate Student Bursary Fund, PhD Completion and Masters Bursary Funds (Unit 1)

10th - Extended Health Reimbursement Fund, Option B (all units)

31st - Childcare Fund, Trans Fund and Sexual Assault Survivor Support Fund (all units)

June

1st - Conference Travel Fund (Unit 2) (travel costs only)

10th - Professional Development Fund (all units)

August

31st - Tuition Costs Fund (Units 1 & 2)

PART 9: EQUALITY STATEMENT and MISSISSAUGA LAND ACKNOWLEDGEMENT

Equality Statement

Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behaviour that creates conflict prevents us from working together to strengthen our union.

As unionists, mutual respect, cooperation and understanding are our goals. We should neither condone nor tolerate blatant behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile or offensive environment.

Discriminatory speech or conduct that is racist, sexist, transphobic, or homophobic hurts and thereby divides us. So, too, does discrimination on the basis of ability, age, class, religion, language, and/or ethnic origin.

Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue, or humiliate. Harassment should not be treated as a joke. The uneasiness and resentment that it creates are not feelings that help us grow as a union.

Discrimination and harassment focus on characteristics that make us different; and they reduce our capacity to work together on shared concerns such as decent wages, safe working conditions, and justice in the workplace, society, and our union.

CUPE's policies and practices must reflect our commitment to equality. Members, staff, and elected officers must be mindful that all people deserve dignity, equality, and respect.

Mississauga Land Acknowledgement

As many of us are settlers on this land, it is our collective responsibility to pay respect and recognize that this land is the traditional territory of the Mississauga of the New Credit First Nations, and we are here because this land was occupied. In recognizing that this space occupies colonized First Nations territories, and out of respect for the rights of Indigenous people, it is our collective responsibility to recognize our colonial histories and present-day implications and to honour, protect, and sustain this land.

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