

EMPLOYER ALL UNIT PROPOSALS – ARTICLE 4, 5 & 8

July 31, 2023

Without prejudice

EMPLOYER’S NON-ECONOMIC PROPOSALS

**FOR AMENDMENTS TO THE
UNIT 1, 2 & 3 COLLECTIVE AGREEMENTS**

BETWEEN

YORK



**UNIVERSITÉ
UNIVERSITY**

YORK UNIVERSITY [“the Employer”]

and

**Canadian Union of Public Employees Local 3903/
Unit 1, 2, & 3 [“the Union” or “CUPE 3903”]**



EMPLOYER ALL UNIT PROPOSALS – ARTICLE 4, 5 & 8

July 31, 2023

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ARTICLE 4 – DISCRIMINATION AND HARASSMENT

4.01 DISCRIMINATION

The employer and the union agree that there shall be no discrimination, interference, restriction, harassment or coercion, including no mandatory blood or urine tests, including but not limited to as these relate to Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illness, AIDS-Related-Complex, or positive immune deficiency test, and including no genetic screening for specific medical disabilities or for pregnancy, exercised or practiced with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this agreement by reason of race, creed, colour, age, sex, marital status, parental status, number of dependents, nationality, citizenship (subject to the provisions of the Ontario Human Rights Code concerning citizenship), ancestry, place of origin, native language (subject to Article 12.01.7), disability or disabilities (subject to Article 12.01.7), Acquired Immune Deficiency Syndrome (AIDS), or AIDS related illness, or AIDS-Related-Complex, or positive immune deficiency test (virus HIV) (subject to Article 12.01.7), political or religious affiliations or orientations, Academic affiliations or orientations (subject to the exercise of academic freedom as set out in Article 14.01), record of offences (except where such a record is a reasonable and bona fide ground for discrimination because of the nature of the employment), sexual orientation, transsexual transition status, gender expression, and gender identity, nor by reason of their membership or non-membership or lawful activity or lack of activity in the union, or the exercise of any of the rights under this agreement.

The employer undertakes that no York University student who is or has been employed in Unit 1 shall be penalized in their student status for the exercise of any of their rights under this collective agreement or by reason of their membership or non-membership or lawful activity or lack of activity in the union.

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

4.02 HARASSMENT

The union and the employer recognize the right of employees to work in an environment free from harassment and undertake to take all reasonable and appropriate actions to foster such an environment. Harassment in the work place includes, but is not limited to, threats or a pattern of aggression, insulting or demeaning behaviour by a person in the workplace, where the person knows or reasonably ought to know that their behaviour is likely to create an intimidating or hostile workplace environment.

4.03 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT

EMPLOYER ALL UNIT PROPOSALS – ARTICLE 4, 5 & 8

July 31, 2023

Without prejudice

4.03.1 The union and the employer recognize the right of employees to work in an environment free from sexual, gender and gender identity harassment, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that sexual, gender and gender identity harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in their student status or employment status as result of suffering work-related sexual, gender or gender identity harassment. In keeping with this objective the parties agree:

- (i) to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion;
- (ii) to co-operate with Centre for Human Rights, Equity and Inclusion in the development of educational programs for CUPE 3903 members and contract administrators;
- (iii) to follow the procedures set forth in Article 4.03.4 respecting the separation of parties to a sexual and/or gender harassment dispute.

The employer further agrees:

- (iv) to continue to sponsor educational programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community.
- (v) to provide sexual violence awareness and prevention training through the Centre for Sexual Violence Response, Support and Education, with such training to be paid for in accordance with Article 10.02.2(ii); and
- (vi) to discipline, where appropriate, an employee ~~harasser~~ **respondent** pursuant to the provisions of Article 8.

4.03.2 Sexual Harassment shall be defined as:

- (i) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
- (ii) clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
- (iii) clearly expressed or implied threat of reprisal, actual reprisal, or the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance; and/or
- (iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work and/or study.

4.03.3 Gender Harassment shall be defined as repeated, offensive comments and/or actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) or a group and/or cause personal humiliation, on the basis of sexual orientation, gender or gender identity.

4.03.4 On receipt of a complaint of sexual and/or gender harassment from **or against** an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow **the**

EMPLOYER ALL UNIT PROPOSALS – ARTICLE 4, 5 & 8

July 31, 2023

Without prejudice

University **Human Rights Policy and Procedures (the “Procedures”)**, to address the complaint <https://www.yorku.ca/secretariat/policies/policies/human-rights-policy-and-procedures/>, subject to the provisions of the **Collective Agreement**.

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

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

~~(i) the complainant employee, may grieve a decision not to separate the parties;~~

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

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

4.03.5 Separation of Complainant and ~~Alleged Harasser~~ **Respondent**

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

The Employer will communicate any remedial measures, including separation of the parties, in writing to both the complainant and respondent. It is understood that the Employer may revise the interim remedial measures as necessary throughout the investigation process and any such revisions will be communicated to the complainant and respondent. On the conclusion of an investigation, a decision will be made whether interim remedial measures put in place during the investigation will continue and/or whether new remedial measures will be enacted, subject to review appropriate to the circumstances, with such decision communicated to the complainant and respondent.

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

(i) the complainant-employee, may grieve a decision not to separate the parties;

(ii) the ~~complainant~~ employee, **whether complainant or respondent**, ~~or the other party~~ may grieve if they believe that in consequence of the arrangement for separation of the parties, they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this

EMPLOYER ALL UNIT PROPOSALS – ARTICLE 4, 5 & 8

July 31, 2023

Without prejudice

clause. Any discipline arising from this article shall be in conformity with Article 8.

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

4.03.7 When **the Employer receives a complaint** grievance is filed as per Article 4.03.4 6.20, ~~a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3003 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Director from the York University Centre for Human Rights (the Centre).~~ **the Employer will respond to the complaint in a manner consistent with the Procedures, subject to the provisions of the Collective Agreement.**

~~The employer shall not use information provided by a complainant employee respecting sexual and/or gender harassment for the purpose of disciplining any member of the University community unless that complainant employee specifically agrees to such usage.~~

~~4.03.7 Separation of Complainant and Alleged Harasser~~

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

4.03.8 ~~The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. Such an~~ **Should the complaint lead to an investigation, the investigation** will proceed under the University's Procedures and the investigator will be appointed **by the Employer, subject to any objection to the investigator by the complainant or respondent or the union(s) representing the complainant or respondent, based on a conflict of interest or prior involvement with the complaint.** ~~from a list of internal investigators agreed to by the Employer and the Union.~~

4.03.9 Informal Resolution

If the ~~griever~~ **complainant** requests an informal resolution the following steps will be taken:

- (a) The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the ~~griever~~ **complainant** and the respondent are members and representatives of the Employer.
- (b) At any point in the process, ~~the griever~~ **either party** may **withdraw from the informal resolution process** ~~request mediation or a formal investigation.~~

4.03.10 Mediation

If the ~~griever~~ **complainant** requests **or agrees to** mediation, the following steps will be taken:

EMPLOYER ALL UNIT PROPOSALS – ARTICLE 4, 5 & 8

July 31, 2023

Without prejudice

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) If both parties wish to participate, a mediator will be appointed **by the Employer**. ~~from among a panel of internal mediators agreed upon by the Employer and CUPE 3903.~~ Within fourteen ~~(14)~~ calendar days, **or as soon as reasonably possible thereafter, of the Employer ascertaining that the respondent would be willing to participate in a mediation process, of the initial grievance meeting** the mediator will then hold a meeting with the parties involved.
- (c) The parties to any such mediation will include the ~~griever~~ **complainant** and the respondent, representatives of the union(s) of which each of the ~~griever~~ **complainant** and the respondent are members, and representatives of the Employer.
- (d) The outcome of the mediation will result in one of the following:
 - (i) No resolution is reached and the ~~griever~~ **complainant** decides to withdraw the ~~grievance~~ **complaint** and take no further action.
 - (ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
 - (iii) No resolution is reached and the ~~griever~~ **complainant** requests that the matter proceed to the **Formal Complaint and Investigation** stage.

4.03.11 **Complaint** ~~Grievance~~ Response and Redress

Within ~~fourteen (14)~~ **twenty-eight** calendar days of the receipt of the Investigation Report from a **Formal Investigation**, the Employer will respond in writing to the ~~griever~~ **complainant and respondent to indicate with:**

- (i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
- (ii) What redress shall be awarded or continued.

4.03.12 Reprisal

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

4.04 RACIAL AND ETHNIC HARASSMENT

- 4.04.1 The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language (subject to Article *12.01.7), race, colour, ethnicity, ancestry, place of origin, nationality, and/or religion, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial and ethnic harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in their student status or employment status as a result of suffering work- related racial or ethnic harassment.

EMPLOYER ALL UNIT PROPOSALS – ARTICLE 4, 5 & 8

July 31, 2023

Without prejudice

**Note: each of Unit 1, 2 & 3 need to be treated differently with respect to Article 4.04.1 & 4.04.2 below:*

Unit 1

4.04.1 “The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language (subject to Article 12.01.7)...”

Unit 2

4.04.1 “The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language (subject to Article 12.03.1)...”

Unit 3

4.04.1 ~~(subject to Article 12.01.7)...”~~

In keeping with this objective, the parties agree:

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

The employer further agrees:

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

4.04.2 Racial/ethnic harassment shall be defined as:

- (i) offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or
- (ii) offensive physical gestures or abuse; and/or
- (iii) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
- (iv) continued differential treatment in the assignment of duties or responsibilities (subject to Article *12.01.7); and/or
- (v) any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to an individual and/or group(s) on the basis of native language (subject

EMPLOYER ALL UNIT PROPOSALS – ARTICLE 4, 5 & 8

July 31, 2023

Without prejudice

to Article *12.01.7), race, colour, ethnicity, ancestry, nationality, place of origin, and/or religion by a person(s) who knows or ought reasonably to know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.

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

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

- ~~4.04.4 Decisions with respect to any remediation shall not be grievable except:~~
~~(i) the complainant employee may grieve a decision not to separate the parties;~~

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

- 4.04.4 Separation of Complainant and ~~Alleged Harasser~~ **Respondent**

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

The Employer will communicate any remedial measures, including separation of the parties, in writing to both the complainant and respondent. It is understood that the Employer may revise the interim remedial measures as necessary throughout the investigation process and any such revisions will be communicated to the complainant and respondent. On the conclusion of an investigation, a decision will be made whether interim remedial measures put in place during the investigation will continue and/or whether new remedial measures will be enacted, subject to review appropriate to the circumstances, with such decision communicated to the complainant and respondent.

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

(i) the complainant-employee may grieve a decision not to separate the parties;

(ii) the ~~complainant~~ employee, **whether complainant or respondent** ~~or the other party~~

EMPLOYER ALL UNIT PROPOSALS – ARTICLE 4, 5 & 8

July 31, 2023

Without prejudice

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

4.04.7 When **the Employer receives a complaint** grievance is filed as per Article 4.04.3 6.20, ~~a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Director from the York University Centre for Human Rights (the Centre).~~ **the Employer will respond to the complaint in a manner consistent with the Procedures, subject to the provisions of the Collective Agreement**

~~The employer shall not use information provided by a complainant employee respecting Racial/Ethnic Harassment for the purpose of disciplining any member of the University community unless that complainant employee specifically agrees to such usage.~~

~~4.04.7 Separation of Complainant and Alleged Harasser~~

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

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4.04.9 Informal Resolution

If the ~~griever~~ **complainant** requests an informal resolution the following steps will be taken:

(a) The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the ~~griever~~ **complainant** and the respondent are members and representatives of the Employer.

(b) At any point in the process, ~~the griever~~ **either party** may **withdraw from the informal resolution process** request mediation or a formal investigation.

EMPLOYER ALL UNIT PROPOSALS – ARTICLE 4, 5 & 8

July 31, 2023

Without prejudice

4.04.10 Mediation

If the ~~griever~~ **complainant** requests **or agrees to** mediation, the following steps will be taken:

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) If both parties wish to participate, a mediator will be appointed **by the Employer**. ~~from among a panel of internal mediators agreed upon by the Employer and CUPE 3903.~~ **Within fourteen (14) calendar days, or as soon as reasonably possible thereafter, of the Employer ascertaining that the respondent would be willing to participate in a mediation process,** ~~of the initial grievance meeting~~ the mediator will then hold a meeting with the parties involved.
- (c) The parties to any such mediation will include the ~~griever~~ **complainant** and the respondent, representatives of the union(s) of which each of the ~~griever~~ **complainant** and the respondent are members, and representatives of the Employer.
- (d) The outcome of the mediation will result in one of the following:
 - (i) No resolution is reached and the ~~griever~~ **complainant** decides to withdraw the ~~grievance~~ **complaint** and take no further action.
 - (ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
 - (iii) No resolution is reached and the ~~griever~~ **complainant** requests that the matter proceed to the **Formal Investigation** stage.

4.04.11 **Complaint** ~~Grievance~~ Response and Redress

Within ~~fourteen (14)~~ **twenty-eight** calendar days of the receipt of the Investigation Report from a **Formal Investigation**, the Employer will respond in writing to the ~~griever~~ **complainant and respondent to indicate with:**

- (i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
- (ii) What redress shall be awarded or continued.

4.04.12 Reprisal

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

4.05 UNION MEMBERSHIP AND DUES

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

EMPLOYER ALL UNIT PROPOSALS – ARTICLE 4, 5 & 8

July 31, 2023

Without prejudice

- 4.05.2 The employer shall deduct each month from the salary (if any) of each employee a sum equal to the monthly dues and/or assessments as certified to the employer from time to time by the treasurer of the union. The employer shall remit the amount deducted to the treasurer of the union by the end of the month in which deductions were made and at the same time forward a list of names of the persons from whom the deductions were made and their total monthly salary.
- 4.05.3 The union shall indemnify and save the employer harmless from any and all claims which may be made against it by an employee or employees for wrongful amounts deducted resulting from the union's incorrect instructions or lack of instructions.

4.06 PRINTING AGREEMENT

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

Where there is any disagreement as to the interpretation of this agreement, the English version shall be binding.

ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES

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

EMPLOYER ALL UNIT PROPOSALS – ARTICLE 4, 5 & 8

July 31, 2023

Without prejudice

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

ARTICLE 8 – DISCIPLINE

8.01.1 JUST CAUSE

The employer shall not discipline, suspend or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the employer.

- 8.01.2 The employer agrees that an employee shall not be disciplined solely for failure to perform their duties because they are arrested and/or incarcerated provided that the employee notifies their supervisor of the arrest and/or incarceration and the expected duration thereof as soon as possible. Further, it is understood that loss of salary for failure to perform scheduled duties shall not constitute discipline in the context of this article.

8.02.1 PROGRESSIVE DISCIPLINE

The employer accepts and gives effect to the concept of progressive discipline by adopting the procedures set forth below.

- 8.02.2 The employer may impose discipline only in accordance with the provisions of this article, and any discipline imposed which does not accord with this article shall be null and void.

8.02.3 CONFIDENTIALITY

The fact and substance of disciplinary investigations shall be treated as confidential by the employer and the union. It is a violation of confidentiality for the employer to disclose the fact and/or substance of a disciplinary investigation to people being interviewed as part of that investigation. It is no violation of confidentiality to divulge pertinent information to those necessarily involved in the investigation and the processing of the complaint.

- 8.03.1 Subject to 8.03.3:

STEP ONE: NOTICE OF MEETING

- (i) Prior to any consideration of discipline, the Chair/Director, ~~or~~ Dean, or designate will notify an employee of a meeting to discuss the matter giving rise to the complaint/concern that may be of a disciplinary nature. ~~who has received a Formal Complaint under the University's Procedures for Dealing With Complaints of Harassment or Discrimination, or a complaint concerning the professional performance and/or conduct of an employee which is inappropriate to the~~

EMPLOYER ALL UNIT PROPOSALS – ARTICLE 4, 5 & 8

July 31, 2023

Without prejudice

~~employment relationship, including sexual and/or gender or racial and/or ethnic harassment, shall, within twenty one calendar days of receiving the complaint, notify the employee and the union and schedule a meeting to discuss the subject matter of the complaint informally. (Where there has been a Formal Complaint under the University's Procedures for Dealing With Complaints of Harassment or Discrimination, it is understood that an investigation into such a complaint can require a longer process. It is agreed that any such investigation shall be conducted as expeditiously as possible so as to be completed within 90 calendar days of the initial Stop One Meeting, or such longer time as the parties may mutually agree.)~~ Such Notice of Meeting shall be in writing using a letter or letters similar to the form contained in Appendix C and shall contain a brief but clear statement of the allegations which form the basis of the complaint/**concern**, of the employee's right to union representation at the meeting, as well as the time, place and date of the meeting, and shall inform the employee that they may request an alternative meeting time.

- (ii) If the **matter** ~~complaint~~ is not ~~dismissed or otherwise~~ resolved as a result of the meeting referred to in 8.03.1(i), or where the employee waives explicitly, or implicitly by not attending, their opportunity for such meeting, and the Chair/**Director**, Dean, ~~Director~~ or designate determines that further action is warranted, they shall do one of the following:
- (a) where the employee concerned is within two years of the start date of their first appointment in Unit 2, establish a Competence and Ability Review Period (CARP) subject to Article 12.09.2 of the Unit 2 collective agreement;
 - (b) initiate a formal evaluation pursuant to Article 13;
 - (c) send a Letter of Warning to the employee.

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

- (iii) The decision to establish a CARP or to initiate a formal evaluation (per (a) or (b) above) shall be communicated in writing to the employee within fourteen ~~(14)~~ calendar days of the meeting date or the date scheduled for the meeting. Where a letter respecting establishment of a CARP or initiation of a formal evaluation is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of **the Director, Faculty Relations** ~~the Assistant Vice President (HR&ER)~~ shall be the only parties to receive a copy.
- (iv) The decision to establish a CARP or to initiate a formal evaluation (taken per (a) or (b) above) shall not be construed as discipline and shall not form part of the employee's disciplinary record, and cannot be used against an employee in any decision made with respect to their present or future employment, other than as specified in Article 8.03.1(i) and Article 8.03.4.

8.03.2 STEP TWO: LETTER OF WARNING

- (i) The decision to send a Letter of Warning (per **8.03.1(ii)(c)** above) shall be communicated in writing to the employee within fourteen ~~(14)~~ calendar days of the

EMPLOYER ALL UNIT PROPOSALS – ARTICLE 4, 5 & 8

July 31, 2023

Without prejudice

meeting date or the date scheduled for the meeting. Where a Letter of Warning is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of the ~~Executive~~ Director, Faculty Relations shall be the only parties to receive a copy.

- (ii) The Letter of Warning shall state that discipline may be considered, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the **Letter of Warning** ~~complaint~~ and/or, where the ~~complaint~~ **matter** concerns the standard of the employee's work, if the employee fails to bring their work up to a reasonable standard by a given date. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.
- (iii) The decision to send a Letter of Warning [taken per 8.03.1(ii)(c)] shall not be construed as discipline and shall not form part of the employee's disciplinary record, and cannot be used against an employee in any decision made with respect to their present or future employment, other than as specified in Article 8.03.1(i) and Article 8.03.4.

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

8.03.4 It is further understood that the employer is not precluded by this article from relying on and introducing as evidence at any stage of the grievance and arbitration procedure the employee's previous disciplinary record. Any relevant warnings previously issued can only be introduced as evidence that the employee has received Notice as specified in 8.03.1 (ii).

8.04.1 STEP THREE: DISCIPLINE MEETING

Prior to imposing discipline, and within fourteen days of becoming aware of circumstances which, in their opinion, provide prima facie grounds for disciplinary action, the Dean or their designate shall notify the employee and the union in writing of the time and place of a meeting to discuss the matter and shall advise the employee of their right to union representation. Such notice shall contain sufficient information and details of the complaint to enable the employee to make adequate response to the allegations.

8.04.2 NOTIFICATION OF ACTION

The Dean or designate:

- (i) shall within fourteen days of such meeting advise the employee in writing, with a copy to the union, of their decision, and shall include the reasons for such decision if disciplinary action is to be taken;
- (ii) shall, where the discharge or the suspension without pay of the employee is being considered, delay the imposition of discipline for seven calendar days (pro-rated for the sessions other than fall/winter, but not fewer than three working days), on request from the union and/or the employee.

EMPLOYER ALL UNIT PROPOSALS – ARTICLE 4, 5 & 8

July 31, 2023

Without prejudice

- 8.05 It is agreed that the employer has the right in exceptional circumstances to suspend an employee during the period of its consideration of the matter, including the delay in 8.04.2 (ii), and prior to the imposition of any other discipline. In all such cases the suspensions shall be with pay.
- 8.06 Notwithstanding 8.03.4, any discipline or warning shall not be used against an employee after a period of twenty-four months from the date of the warning or discipline.
- 8.07 ~~If the employee wishes to grieve their discipline, when the disciplinary action is not a discharge, the grievance may be initiated at Step Three. If an employee they wishes to grieve their discipline or discharge, it may shall be initiated directly at Step Four Two.~~ In either case, the grievance shall be presented within fourteen calendar days of the date of the letter provided for in 8.04.2 (i).
- 8.08 Any of the time allowances set out in this article may be extended if mutually agreed to in writing by the employer and the union. Such agreement shall not be unreasonably withheld by either party.
- 8.08.1 (i) No bargaining unit member in a supervisory capacity will invoke the disciplinary provisions of this collective agreement on any other bargaining unit member employee. The member in a supervisory capacity shall refer all complaints in which discipline may be indicated warranted to their immediate supervisor (e.g., the Chair). The employer retains the right to interview the member prior to proceeding further.
- (ii) No bargaining unit member in a supervisory capacity shall be required to attend pre-disciplinary (per 8.03.1) or disciplinary (per 8.04.1) hearings.
- (iii) No bargaining unit member in a supervisory capacity shall be held responsible for the act or omission that is the subject of a complaint or discipline, or any consequences deriving there from, of any other employee. This in no way relieves the bargaining unit member of any of their supervisory duties and responsibilities.
- (iv) No bargaining unit member in a supervisory capacity shall suffer any penalty in their employment or academic standing for exercising their rights under this article.

APPENDIX C LETTERHEAD

(Date)Dear

I am writing this letter pursuant to Article 8 of the CUPE 3903 collective agreement to inform you of a [series of] complaint(s)/concerns filed with this office respecting your performance and conduct as (Position) in the course (Number & Title) in the (Specify) academic session.

The ~~allegations contained in the~~ complaint(s)/concerns are summarized as follows:

EMPLOYER ALL UNIT PROPOSALS – ARTICLE 4, 5 & 8

July 31, 2023

Without prejudice

In accordance with Article 8, I am scheduling a meeting to discuss this matter with you for *(Date)* 20__ at *(time)* a.m./p.m. in room *(Number & Building)*. If it is not convenient for you to attend at this time, please contact my office immediately at *(Telephone #)* to arrange an alternative time.

Normally, if you fail to attend such a meeting without reasonable cause, you implicitly waive the opportunity to discuss the substance of the complaint(s)/concerns.

Should you not attend and if in my judgement further action is warranted, I shall have no option but to proceed without benefit of your input. If you do not plan on attending a meeting to discuss the matter, I would appreciate notice as soon as possible.

You are entitled to have a union representative present at this meeting, and a copy of this letter has been sent to CUPE 3903.

Sincerely

Dean/Director/Chair/Designate, (Hiring Unit)

c.c. CUPE 3903, Suite 116 Atkinson