CUPE 3903 proposals are tabled without prejudice to the Union's tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations, and the Union's interpretation of collective agreement language in any current or future grievance. Unless otherwise agreed any article or provision expiring during the life of the 2020–2023 Collective Agreement is hereby renewed.

Guide to proposed changes to the Collective Agreements in this table:

New language, with respect to the 2020-2023 Collective Agreement (CA)

New language, with respect to the previous pass of the party {!}

Language that has been removed, with respect to the 2020-2023 CA

Language that has been removed, with respect to the previous pass of the party {!}

Language needing to be replaced by concrete or updated CA language/data {!}

Proposals approved by CUPE 3903 Bargaining Team but pending approval of from

members membership at a GMM or presentation to the Employer appear in a coloured box

NOTE: The {!} symbol follows the Universal Design for Learning principle of adding a visual/text marker in addition to colour changes for accessibility. It is not part of the text of the proposed changes.

EQUITY	
WAGES, BENEFITS AND FUNDS	
UNION RIGHTS	
UNIT 1 PROPOSALS	
UNIT 2 PROPOSALS	
UNIT 3 PROPOSALS	
EMPLOYER Proposals	

Note: Within each section listed in the table of contents, all-unit proposals appear first, followed by proposals affecting two units, then proposals specific to a single unit, ordered by unit number. Proposals in the table are numbered sequentially.

The date on which the latest version of a proposal was presented at the bargaining table is indicated by a date in square brackets in bold, italicized text (e.g., **[July 31, 2023]**). Occasional clarifying editorial notes within a proposal (that are not part of the proposal) also appear in bold, italicized text within square brackets. Ellipses within square brackets [...] indicate where existing CA language not affected by a proposal has been left out to save space.

	EQUITY				
Pro pos al #	UNIT Article # Title	CA Language 2020–23	Description of Changes and/or Rationale	CUPE Latest Proposal (Drafts pending membership approval or Approved by members but not yet presented to ER are noted as such)	ER Latest Proposal
1.	ALL UNITS ART 4 DISCRI MINATI ON AND HARAS SMENT	<i>[Unit 2 language]</i> 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 pregnancy, exercised or practised 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 12.02.1), disability or disabilities (subject to Article 12.02.1), Acquired Immune Deficiency Syndrome (AIDS), or AIDS related illness, or AIDS-Related- Complex, or positive immune deficiency test (virus HIV) (subject to Article 12.02.1), political or religious affiliations or orientations, academic	ER: • shifts complaints away from grievance process, into ER's complaints process • gives ER more control over process, decreasing victim's control	Image: presented to Erk are noted as such[October 18, 2023]4.06PRINTING AGREEMENT4.06.1The 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 Employer shall assume responsibility for distribution of the electronic version of the collective agreement with each Offer of Appointment or equivalent. 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.4.06.2The Employer agrees to bear one-half the cost of 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	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, Academic 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

affiliations or orientations (subject to	and distributing <u>a maximum of</u> 100 copies	orientation, transsexual transition status,
the exercise of academic freedom as	of the translated agreement.	gender expression, and gender identity, nor
set out in Article 14.01), record of		by reason of their membership or non-
offences (except where such a recor	Where there is any disagreement as to the	membership or lawful activity or lack of
is a reasonable and bona fide ground	interpretation of this agreement, the	activity in the union, or the exercise of any of
for discrimination because of the	English version shall be binding.	the rights under this agreement.
nature of the employment), sexual		ů ů
orientation, transsexual transition		The employer undertakes that no York
status, gender expression, and		University student who is or has been
gender identity, nor by reason of the		employed in Unit 1 shall be penalized in their
membership or non-membership or		student status for the exercise of any of their
		rights under this collective agreement or by
lawful activity or lack of activity in the		reason of their membership or non-
union, or the exercise of any of the		membership or lawful activity or lack of
rights under this agreement.		activity in the union.
The envelopment of the task		
The employer undertakes that no		The Employer will provide reasonable
York University student who is or has		accommodations as required for persons
been employed in Unit 2 shall be		with disabilities. Proposed Accommodated
penalized in their student status for		Work Accommodation Plans will normally be
the exercise of any of their rights		implemented within thirty (30) days following
under this collective agreement or by		the provision of all necessary medical
reason of their membership or non-		documentation and developed with the
membership or lawful activity or lack		participation of the employee with the goal of
of activity in the union.		addressing the barriers, restrictions and/or
		limitations to the employee's performance of
The Employer will provide reasonabl		the essential duties of their position.
accommodations as required for		· · · · · · · · · · · · · · · · · · ·
persons with disabilities. Proposed		
Work Accommodation Plans will		4.02 HARASSMENT
normally be implemented within thirty		The union and the employer recognize the
(30) days following the provision of a		right of employees to work in an environment
necessary medical documentation		free from harassment and undertake to take
and developed with the participation		all reasonable and appropriate actions to
of the employee with the goal of		foster such an environment. Harassment in
addressing the barriers,		the work place includes, but is not limited to,
		threats or a pattern of aggression, insulting
4.02 HARASSMENT		or demeaning behaviour by a person in the
		workplace, where the person knows or
The union and the employer		reasonably ought to know that their
recognize the right of employees to		behaviour is likely to create an intimidating or
work in an environment free from		hostile workplace environment.
harassment and undertake to take a		· · /
reasonable and appropriate actions t		
foster such an environment.		4.03 SEXUAL, GENDER AND

GENDER IDENTITY HARASSMENT

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

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

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	prevention training through the Centre for
in Article 4.03.4 respecting the	Sexual Violence Response, Support and
separation of parties to a sexual	Education, with such training to be paid for in
and/or gender harassment dispute.	accordance with Article 10.02.2(ii); and
The employer further agrees:	(vi) to discipline, where appropriate, an
(iv) to continue to sponsor	employee-harasser respondent pursuant to
educational programs mounted by the	the provisions of Article 8.
Centre for Human Rights, Equity and	
Inclusion for the University community	4.02.2 Sexual Harassment shall be defined
	as:
(v) to provide sexual violence	(i) unwanted attention of a sexually oriented
awareness and prevention training	nature made by a person(s) who knows or
through the Centre for Sexual	ought reasonably to know that such attention
Violence Response, Support and	is unwanted; and/or
Education, with such training to be	(ii) clearly expressed or implied promise of
paid for in accordance with Article	reward for complying with a sexually oriented
10.02.2(ii); and	request or advance; and/or
(vi) to discipline, where appropriate,	(iii) clearly expressed or implied threat of
an employee-harasser pursuant to	reprisal, actual reprisal, or the denial of an
the provisions of Article 8.	opportunity which would otherwise be
4.03.2 Sexual Harassment shall be	granted or available, for refusal to comply
defined as:	with a sexually oriented request or advance;
defined as.	and/or
(i) unwanted attention of a sexually	(iv) sexually oriented remarks or behaviour
oriented nature made by a person(s)	which may reasonably be perceived to
who knows or ought reasonably to	create a negative environment for work
know that such attention is unwanted;	and/or study.
and/or	
	4.03.3 Gender Harassment shall be defined
(ii) clearly expressed or implied	as repeated, offensive comments and/or
promise of reward for complying with	actions, and/or consistent exclusion from
a sexually oriented request or	that to which a person(s) would otherwise
advance; and/or	have a right or privilege, which demean or
(iii) clearly expressed or implied threat	belittle an individual(s) or a group and/or
of reprisal, actual reprisal, or the	cause personal humiliation, on the basis of
denial of an opportunity which would	sexual orientation, gender or gender identity.
otherwise be granted or available, for	
refusal to comply with a sexually	4.03.4 On receipt of a complaint of sexual
oriented request or advance; and/or	and/or gender harassment from or against
onemed request of advance, and/of	anu/or genuer narassment nom or against

(iv) sexually oriented remarks or		an employee, the Employer will also advise
behaviour which may reasonably be		the employee of their right to Union
perceived to create a negative		representation in connection with the
environment for work and/or study.		complaint. The Employer will follow <u>the</u>
		University Human Rights Policy and
4.03.3 Gender Harassment shall be		Procedures (the "Procedures"), to address
defined as repeated, offensive		the complaint
comments and/or actions, and/or		https://www.yorku.ca/secretariat/policies/poli
consistent exclusion from that to		cies/human-rights-policy-and-procedures/,
which a person(s) would otherwise		subject to the provisions of the Collective
have a right or privilege, which		Agreement.
demean or belittle an individual(s) or		
a group and/or cause personal		On a semi-annual basis the Employer will
humiliation, on the basis of sexual		provide the union with a report of the number
orientation gender or gender identity.		of members who have made complaints of
		sexual and/or gender harassment.
4.03.4 On receipt of a complaint of		
sexual and/or gender harassment		Decisions with respect to any remediation
from an employee, the Employer will		shall not be grievable except:
also advise the employee of their right		ů i
to Union representation in connection		(i) the complainant-employee, may grieve a
with the complaint. The Employer will		decision not to separate the parties;
follow University Procedures to		
address the complaint. On a semi-		(ii) the complainant-employee, or the other
annual basis the Employer will		party may grieve if they believe that in
provide the Union with a report of the		consequence of the arrangement for
number of members who have made		separation of the parties they have incurred
complaints of sexual and/or gender		a penalty in their employment and/or
harassment. parties;		academic situation. The separation itself and
•		any investigation and/or discipline arising
Decisions with respect to any		from the circumstances which led to the
remediation shall not be grievable		separation do not constitute a penalty under
except:		this clause. Any discipline arising from this
		article shall be in conformity with Article 8.
(i) the complainant-employee may		
grieve a decision not to separate the		4.02 E Decisions with respect to any
		4.03.5 Decisions with respect to any
(ii) the complainant-employee or other		remediation may be grieved within fourteen
party may grieve if they believes that		days of the receipt of the decision by the
in consequence of the arrangement		employee.
for separation of the parties they has		
incurred a penalty in their		4.03.5 Separation of Complainant
employment and/or academic		and Alleged Harasser Respondent
situation. The separation itself and		-

any investigation and/or discipli	ne	
arising from the circumstances		The parties agree that some circumstances involving allegations of discrimination or
led to the separation do not cor	stitute	harassment warrant separation of the
a penalty under this clause. Any	/	complainant and alleged harasser
discipline arising from this articl	e shall	respondent:
be in conformity with Article 8.		respondent.
4.03.5 Decisions with respect to		The Employer will communicate any
remediation may be grieved wit		remedial measures, including separation
fourteen days of the receipt of t	ne	of the parties, in writing to both the
decision by the employee.		complainant and respondent. It is
		understood that the Employer may revise
4.03.6 When a grievance is file		the interim remedial measures as
per Article 6.20, a first meeting		necessary throughout the investigation
convened by the Employer as p		process and any such revisions will be
Article 6.06. If an employee who		communicated to the complainant and
not in the CUPE 3903 bargainir is named as a respondent in the		respondent. On the conclusion of an
grievance, this meeting may inc		investigation, a decision will be made
case advisor or the Executive D		whether interim remedial measures put in
from the York University Centre		place during the investigation will
Human Rights, Equity and Inclu		continue and/or whether new remedial
(the Centre).		measures will be enacted, subject to review appropriate to the circumstances,
(ine centre).		with such decision communicated to the
The employer shall not use		complainant and respondent.
information provided by a		<u>complainant and respondent.</u>
complainant- employee respect	ing	
sexual and/or gender harassme		Decisions with respect to any remediation
the purpose of disciplining any		shall not be grievable except:
member of the University comm	lunity	(i) the complainant-employee, may grieve a
unless that complainant-employ	ee	decision not to separate the parties;
specifically agrees to such usage	je.	
		(ii) the complainant- employee, whether
4.03.7 Separation of Complaina	int and	complainant or respondent, or the other
Alleged Harasser		party may grieve if they believe that in
The portion array that same		consequence of the arrangement for
The parties agree that some	ana of	separation of the parties, they have incurred
circumstances involving allegat		a penalty in their employment and/or
discrimination or harassment w		academic situation. The separation itself and
separation of the complainant a	nu	any investigation and/or discipline arising
alleged harasser:		from the circumstances which led to the
4.03.8 The Employer will respo	hd to	separation do not constitute a penalty under
the grievance in writing consiste		this clause. Any discipline arising from this
	лц	

with the timelines provided in Article	article shall be in conformity with Article 8.
6.06, unless the Employer proceeds	
with a formal investigation. Such an	
investigation will proceed under the	4.03.6 Decisions with respect to any
University's Procedures and the	remediation may be grieved within fourteen
	days of the receipt of the Employer's
investigator will be appointed from a	
list of internal investigators agreed t	
by the Employer and the Union.	
4.03.9 Informal Resolution	4.03.7 When <u>the Employer receives</u> a <u>complaint</u> grievance is filed as per Article
	4.03.4 6.20, a first meeting is convened by
If the grievor requests an informal	the Employer as per Article 6.06 If an
resolution the following steps will be	employee who is not in the CUPE 3903
taken:	bargaining unit is named as a respondent in
	the grievance, this meeting may include a
(a) The Employer will assist the	case advisor or the Director from the York
parties involved in effecting an	University Centre for Human Rights (the
	Control the Employer will represent to the
informal resolution. The parties to a	complaint in a manner consistent with the
such resolution may include the	Dreadured, subject to the provisions of
respondent and representatives of t	
union(s) of which each of the grievo	the conective Agreement.
and the respondent are members a	d
representatives of the Employer.	The employer shall not use information
	provided by a complainant- employee
(b) At any point in the process, the	respecting sexual and/or gender harassment
grievor may request mediation or a	for the purpose of disciplining any member of
formal investigation.	the University community unless that
	complainant-employee specifically agrees to
4.03.10 Mediation	such usage.
If the grievor requests mediation, the	
following steps will be taken:	4.02.7 Concretion of Complement and
	4.03.7 Separation of Complainant and
(a) The Employer will ascertain if the	Alleged Harasser
respondent would be willing to	The parties agree that some circumstances
participate in a mediation process.	involving allegations of discrimination or
	harassment warrant separation of the
(b) If both parties wish to participate	complainant and alleged harasser:
a mediator will be appointed from	
among a panel of internal mediators	
agreed upon by the Employer and	4.03.8 The Employer will respond to the
CUPE 3903. Within fourteen (14)	grievance in writing consistent with the
calendar days of the initial grievance	timelines provided in Article 6.06, unless the
meeting the mediator will then hold	
meeting the mediator will then hold	

r		
	meeting with the parties involved.	Employer proceeds with a formal
	(a) The partice to any such mediation	investigation. Such an Should the
	(c) The parties to any such mediation	<u>complaint lead to an</u> investigation, <u>the</u>
	will include the grievor and the respondent, representatives of the	investigation will proceed under the
		University's Procedures and the investigator
	union(s) of which each of the grievor	will be appointed by the Employer, subject
	and the respondent are members,	to any objection to the investigator by the
	and the representatives of the	complainant or respondent or the
	Employer.	union(s) representing the complainant or
	(d) The outcome of the mediation will	respondent, based on a conflict of
	result in one of the following:	interest or prior involvement with the
	result in one of the following.	complaint. from a list of internal
	(i) No resolution is reached and the	investigators agreed to by the Employer and
	grievor decides to withdraw the	the Union.
	grievance and take no further action.	
		4.03.9 Informal Resolution
	(ii) A resolution is reached, written up	If the grievor <u>complainant</u> requests an
	and signed by all parties to the	informal resolution the following steps will be
	mediation. The Employer and each of	taken:
	the parties to the mediation will	
	receive a copy.	(a) The Employer will assist the parties
	(iii) No receivition is reached and the	involved in effecting an informal resolution.
	(iii) No resolution is reached and the	The parties to any such resolution may
	grievor requests that the matter	include the respondent and representatives
	proceed to the formal investigation	of the union(s) of which each of the grievor
	stage.	complainant and the respondent are
	4.03.11 Grievance Response and	members and representatives of the
	Redress	Employer.
		(b) At any point in the process, the grievor
	Within fourteen (14) calendar days of	either party may withdraw from the
	the receipt of the Investigation Report	informal resolution process request
	from a formal investigation, the	mediation or a formal investigation.
	Employer will respond in writing to the	inclusion of a formal invooligation.
	grievor with:	
		4.03.10 Mediation
	(i) Whether the facts as revealed to	If the grievor <u>complainant</u> requests <u>or</u>
	the Investigation Report are such that	agrees to mediation, the following steps will
	some managerial action is warranted	be taken:
	and;	
	and,	(a) The Employer will ascertain if the
	(ii) what redress shall be awarded or	respondent would be willing to participate in
	continued.	a mediation process.
L L		0

4.03.12 Reprisal No person shall be p employment for brin grievance or compla or for cooperating in investigation of any 4.04 RACIAL AND E HARASSMENT 4.04.1 The union an recognize the right of	ging forward a aint in good faith, the resolution or complaint. ETHNIC d the employer	 (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
work in an environm discrimination and/o the basis of native la to Article 12.02.1), r ethnicity, ancestry, p nationality, and/or re undertake to take al	ent free from ir harassment on anguage (subject ace, colour, blace of origin, eligion, and	include the griever <u>complainant</u> and the respondent, representatives of the union(s) of which each of the griever <u>complainant</u> and the respondent are members, and representatives of the Employer. (d) The outcome of the mediation will result
appropriate actions environment. In ack racial and ethnic har serious issues, the undertakes that no student who is or ha	to foster such an nowledging that rassment are employer York University	 in one of the following: (i) No resolution is reached and the grievor <u>complainant</u> decides to withdraw the grievance <u>complaint</u> and take no further action.
in the bargaining un employee in the bar be penalized in their employment status	it or any gaining unit shall student status or as a result of	(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.
suffering work-relate harassment. In keeping with this Parties agree:		(iii) No resolution is reached and the grievor <u>complainant</u> requests that the matter proceed to the <u>F</u> ormal Complaint and <u>Investigation stage</u> .
 (i) to co-operate with purposes of the Cer Rights, Equity and II (ii) to co-operate wit Human Rights, Equit in the development programs for CUPE 	ntre for Human Inclusion; h the Centre for ity and Inclusion; of educational	4.03.11ComplaintGrievanceResponse and RedressWithin fourteen (14)-twenty-eightcalendarWithin fourteen (14)-twenty-eightcalendardays of the receipt of the InvestigationReport from a Formal Investigation, theEmployer will respond in writing to the

and contract administrators;	grievor complainant and respondent to indicate with:
(iii) to follow the procedures set forth in this article respecting the resolution of a racial/ethnic harassment dispute.	(i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
The employer further agrees: (iv) to initiate and support educational	(ii) What redress shall be awarded or continued.
 (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 pursuant to the provisions of Article 8. 	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.
4.04.2 Racial/ethnic harassment shall be defined as:	4.04 RACIAL AND ETHNIC HARASSMENT
 (i) offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or offensive physical gestures or abuse; and/or 	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,
(ii) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or	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
(iii) continued differential treatment in the assignment of duties or responsibilities (subject to Article 12.02.1); and/or	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
(iv) 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 pative language (subject to	bargaining unit shall be penalized in their student status or employment status as a result of suffering work- related racial or ethnic harassment.
basis of native language (subject to Article 12.02.1), race, colour, ethnicity, ancestry, nationality, place of origin, and/or religion by a person(s) who knows or ought	[*Note: each of Unit 1, 2 & 3 need to be treated differently with respect to Article 4.04.1 & 4.04.2 below:]

reasonably to know that such	[Unit 1]
 comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome. 4.04.3 On receipt of a complaint of racism and/or ethnic harassment from an employee, the Employer will also advise the employee of their right to 	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)"
Union representation in connection	[Unit 2]
with the complaint. The Employer will follow University Procedures to address the complaint. 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.	4.04.1 "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)"
4.04.4 Desisions with respect to any	[Unit 3]
4.04.4 Decisions with respect to any remediation shall not be grievable except:	4.04.1 (subject to Article 12.01.7) "
(i) the complainant-employee may grieve a decision not to separate the parties;	In keeping with this objective, the parties agree:
(ii) the complainant-employee or other party may grieve if they believes	(i) to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion.
that in consequence of the arrangement for separation of the parties they has incurred a penalty in their employment and/or academic situation. The separation itself and	(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;
any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline pricing from this article sholl	(iii) to follow the procedures set forth in this article respecting the resolution of a racial/ethnic harassment dispute.
discipline arising from this article shall be in conformity with Article 8.	The employer further agrees:
4.04.5 Decisions with respect to any remediation may be grieved within	(iv) to initiate and support educational and research programs mounted by the Centre

fourteen days of the receipt of the		for Human Rights, Equity and Inclusion for
decision by the employee.		the University community; and
4.04.6 When a grievance is filed a		(v) to discipline, where appropriate, an
per Article 6.20, a first meeting is		employee-harasser respondent pursuant to
convened by the Employer as per		the provisions of Article 8.
Article 6.06. If an employee who is		
not in the CUPE 3903 bargaining	nit	4.04.2 Racial/ethnic harassment shall be
is named as a respondent in the		defined as:
grievance, this meeting may includ		(i) offensive comments, including
case advisor or the Executive Dire	tor	racial/ethnic slurs, jokes, remarks or other
from the York University Centre fo		such verbal abuse; and/or
Human Rights, Equity and Inclusion	ו (
(the Centre).		(ii) offensive physical gestures or abuse;
		and/or
The employer shall not use		(iii) consistent exclusion from that to which a
information provided by a		person(s) would otherwise have a right or
complainant- employee respecting		privilege; and/or
Racial/Ethnic Harassment for the		
purpose of disciplining any member		(iv) continued differential treatment in the
the University community unless the	at	assignment of duties or responsibilities
complainant-employee specifically		(subject to Article *12.01.7); and/or
agrees to such usage.		(v) any other offensive actions which
4.04.7 Separation of Complainant	and	demean, belittle and/or cause humiliation or
Alleged Harasser		are unwelcome to an individual and/or
Allegeu Fialassei		group(s) on the basis of native language
The parties agree that some		(subject to Article *12.01.7), race, colour,
circumstances involving allegation	of	ethnicity, ancestry, nationality, place of
discrimination or harassment shall		origin, and/or religion by a person(s) who
warrant separation of the complair	ant	knows or ought reasonably to know that such
and alleged harasser.		comments, gestures, exclusions, differential
		treatment and/or other actions is demeaning
4.04.8 The Employer will respond		or unwelcome.
the grievance in writing consistent		
with the timelines provided in Artic		4.04.3 On receipt of a complaint of sexual
6.06, unless the Employer proceed	S	and/or gender harassment from or against
with a formal investigation. Such a		an employee, the Employer will also advise
investigation will proceed under th		the employee of their right to Union
University Procedures and the		representation in connection with the
investigator will be appointed from		complaint. The Employer will follow the
list of internal investigators agreed	to	University Human Rights Policy and
by the Employer and the Union.		Procedures (the "Procedures"), to address
		the complaint
		semplaint

	4.04.9 Informal Resolution		https://www.yorku.ca/secretariat/policies/pol
	If the aviewer requests on informal		icies/human-rights-policy-and-procedures/,
	If the grievor requests an informal		subject to the provisions of the Collective
	resolution the following steps will be		Agreement.
	taken:		
			On a semi-annual basis the Employer will
	(a) The Employer will assist the		provide the union with a report of the
	parties involved in effecting the		number of members who have made
			complaints of racism and/or ethnic
	informal resolution. The parties to any		harassment.
	such resolution may include the		
	respondent and representatives of the		4.04.4 Decisions with respect to any
	union(s) of which each of the grievor		remediation shall not be grievable except:
	and the respondent are members and		
	representatives of the Employer.		(i) the complainant-employee may grieve a
	······································		decision not to separate the parties;
	(b) At any point in the process, the		
	grievor may request mediation or a		(ii) the complainant-employee or the other
	formal investigation.		party may grieve if they believe that in
	ionna investigation.		consequence of the arrangement for
	4.04.10 Mediation		
			separation of the parties they have incurred
	If the grievor requests mediation, the		a penalty in their employment and/or
	following steps will be taken:		academic situation. The separation itself and
	Tonowing steps will be taken.		any investigation and/or discipline arising
	(a) The Employer will ascertain if the		from the circumstances which led to the
	respondent would be willing to		separation do not constitute a penalty under
			this clause. Any discipline arising from this
	participate in a mediation process.		article shall be in conformity with Article 8.
	(b) If both parties wish to participate,		
	a mediator will be appointed from		
	among a panel of internal mediators		4.04.4 Separation of Complainant
	agreed upon by the Employer and		and Alleged Harasser Respondent
	CUPE 3903. Within fourteen (14)		The partice agree that same size
			The parties agree that some circumstances
	calendar days of the initial grievance		involving allegations of discrimination or
	meeting the mediator will then hold a		harassment shall warrant separation of the
	meeting with the parties involved.		complainant and alleged harasser
			respondent.
	(c) The parties to any such mediation		
	will include the grievor and the		The Employer will communicate and
	respondent, representatives of the		The Employer will communicate any
	union(s) of which each of the grievor		remedial measures, including separation
	and the respondent are members,		of the parties, in writing to both the
	and representatives of the Employer.		complainant and respondent. It is
			understood that the Employer may revise
L L	1	1	12

(d) The outcome of the mediation will	the interim remedial measures as
be one of the following:	necessary throughout the investigation
	process and any such revisions will be
(i) No resolution is reached and the	communicated to the complainant and
grievor decides to withdraw the	respondent. On the conclusion of an
grievance and take no further action.	investigation, a decision will be made
	whether interim remedial measures put in
(ii) A resolution is reached, written up	place during the investigation will
and signed by all parties to the	continue and/or whether new remedial
mediation. The Employer and each of	measures will be enacted, subject to
the parties to the mediation shall	review appropriate to the circumstances,
receive a copy.	with such decision communicated to the
	complainant and respondent.
(iii) No resolution is reached and the	
grievor requests that the matter	
proceed to the formal investigation	
stage.	4.04.5 Decisions with respect to any
	remediation shall not be grievable except:
4.04.11 Grievance Response and	
Redress	(i) the complainant-employee may grieve a
	decision not to separate the parties;
Within fourteen (14) calendar days of	
the receipt of the Investigation Report	(ii) the complainant- employee, <u>whether</u>
from a formal investigation, the	complainant or respondent or the other
Employer will respond in writing to the	party may grieve if they believe that in
grievor with:	consequence of the arrangement for
	separation of the parties, they have incurred
(i) Whether the facts as revealed to	a penalty in their employment and/or
the Investigation Report are such that	academic situation. The separation itself and
some managerial action is warranted	any investigation and/or discipline arising
and;	from the circumstances which led to the
(ii) What redress shall be swerded ar	separation do not constitute a penalty under
(ii) What redress shall be awarded or continued.	this clause. Any discipline arising from this
	article shall be in conformity with Article 8.
4.04.12 Reprisal	
4.04.12 (Cepiisai	4.04.6 Decisions with respect to any
No person shall be penalized in	remediation may be grieved within fourteen
employment for bringing forward a	days of the receipt of the Employer's
grievance or complaint in good faith,	decision by the employee.
or for cooperating in the resolution or	
investigation of any complaint.	4.04.7 When the Employer receives a
	complaint grievance is filed as per Article
4.05 UNION MEMBERSHIP AND	4.04.3 6.20, a first meeting is convened by
	the Employer as per Article 6.06. If an

DUES

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

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

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

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 printing, and 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.

4.04.8 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

distributing to all bargaining		the Union.
members and the Union suf		
copies of the agreed upon fi		4.04.9 Informal Resolution
of this agreement. The Parti		
to share equally the costs of		If the grievor <u>complainant</u> requests an
the agreement. The Employ		informal resolution the following steps will be
responsible for ensuring tha		taken:
members with visual impair		(a) The Employer will assist the parties
have access to the collective		involved in effecting an informal resolution.
agreement in an appropriate	and	The parties to any such resolution may
accessible format.		include the respondent and representatives
4.06.2 The Union shall be re	sponsible	of the union(s) of which each of the grievor
for translating the collective		complainant and the respondent are
agreement into French and	orinting	members and representatives of the
sufficient copies of the trans		Employer.
agreement for its bilingual a		(b) At any point in the process, the grievor
Francophone members and		either party may withdraw from the
employer. The Employer ag		informal resolution process request
bear one-half the cost of trai		mediation or a formal investigation.
the agreement to a maximum		
\$5000. The Employer also a	grees to	
bear one-half the cost of priv	nting and	4.04.10 Mediation
distributing 100 copies of the		If the grievor <u>complainant</u> requests <u>or</u>
translated agreement.		agrees to mediation, the following steps will
		be taken:
Where there is any disagree	ment as	(a) The Employer will ascertain if the
to the interpretation of this		respondent would be willing to participate in
agreement, the English vers	ion shall	a mediation process.
be binding.		
		(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 grievor complainant and the

respondent, representatives of the union(s) of which each of the grievor 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 grievor complainant decides to withdraw the grievance <u>complaint</u> 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 grievor <u>complainant</u> requests that the matter proceed to the Formal Investigation stage.
4.04.11 <u>Complaint</u> Grievance Response and Redress
Within fourteen (14) <u>twenty-eight</u> calendar days of the receipt of the Investigation Report from a <u>Formal</u> <u>Investigation</u> , the Employer will respond in writing to the grievor <u>complainant and respondent to</u> <u>indicate</u> 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.
		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 <u>the</u> printing and distributing to all bargaining unit members and the Union, and distribution of

 r	
	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.
	voloion on an oo binanty.
	[July 31, 2023]
	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,
I I	

-					
					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 <u>Co-</u> Chair, and the two persons so designated shall alternate in presiding over meetings. Either <u>Coee</u> -Chair may call meetings on at least two weeks' notice to the other members of the Committee.
					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.
2.	ALL UNITS 5.03.1 (f) Employ ment Equity Commit	(f) Pursuant to its mandate, the Employment Equity Committee may have regard to other sources of external data to review representation thresholds, including the General Workforce Population Equity Group Data in Article 5.03.3(d).1 [Footnote] 1. The parties	Update data in footnote to reflect 2021 census; see also 5.03.5	[July 27, 2023:] Update data (highlighted text) in footnote 1 to reflect 2021 census; see also 5.03.5 [Footnote] 1. The parties acknowledge, solely for the purpose of the deliberations of the Employment Equity Committee, the following current data from reports commissioned by Statistics Canada or	

	1	and the laster model. Constitution	1	for which of the first state of the state of	
	tee	acknowledge, solely for the purpose		from the City of Toronto, provided by the	
		of the deliberations of the		Union, and for the General Workforce	
		Employment Equity Committee, the		Population Equity Groups by Statistics	
		following current data from reports		Canada:	
		commissioned by Statistics Canada		<mark>for Canada as a whole (and for General</mark>	
		or from the City of Toronto, provided		Workforce Population Equity Groups):	
		by the Union, and for the General		<mark>a. Women: 50.4% (48.2%)</mark>	
		Workforce Population Equity Groups		b. Racialized people: 22.3% (21.3%)	
		by Statistics Canada:		c. Indigenous Peoples: 4.9% (4.0%)	
		for Canada as a whole (and for		d. Persons with disabilities: 22% (9.1%)	
		General Workforce Population Equity		e. 2SLGBTQIA+ (Homosexual and	
		Groups):		Bisexual): 3%	
		a. Women: 50.4% (48.2%)		for Toronto (and for General Workplace	
		b. Racialized people: 22.3% (21.3%)		Population Equity Groups):	
		c. Indigenous Peoples: 4.9% (4.0%)		a. Women: 52% (48.7%)	
		d. Persons with disabilities: 22%		b. Racialized people: 52% (48.8%)	
		(9.1%)		c. Indigenous Peoples: 1% (0.8%)	
		e. 2SLGBTQIA+ (Homosexual and		d. Persons with disabilities: 24.3%	
		Bisexual): 3%		e. 2SLGBTQIA+: 4-5%	
		for Toronto (and for General		The Employment Equity Committee may	
		Workplace Population Equity		obtain additional data particularly with	
		Groups):		respect to d. and e. above. {!}	
		a. Women: 52% (48.7%)			
		b. Racialized people: 52% (48.8%)			
		c. Indigenous Peoples: 1% (0.8%)			
		d. Persons with disabilities: 24.3%			
		e. 2SLGBTQIA+: 4-5%			
		The Employment Equity Committee			
		may obtain additional data particularly			
		with respect to d. and e. above.			
3.	ALL	5.0.3.4 Use and Reporting of Data	CUPE	[October 11, 2023]	
	UNITS		• corre		
	5.03.4	[]	ct error in	5.0.3.45.03.4{!} Use and Reporting of	
	(2)		numbering	Data	
		(2) The Employer will annually report	 Provi 		
	Use	on equity data as follows:	de salaries in	[]	
	and		dollar		
	Reporti	(a) By December 1 each year, the	amounts.	(2) The Employer will annually report on	
	ng of	Employer will provide to the	Calc	equity data as follows:	
	Data	Employment Equity Committee non-	ulate		
		confidential Internal Self- identification	employment	(a) By December 1 each year, the	
		Representation Data broken down by	equity data	Employer will provide to the Employment	
		department and faculty for the most	reports	Equity Committee non-confidential	
L					

	1		
recent consecutive three contract	based on	Internal Self- identification Representation	
years for which the data is available	both total	Data broken down by department and	
as of the immediately preceding	number of	faculty for the most recent consecutive	
November 1, per Article 5.03.4(a)(ii).	employees	three contract years for which the data is	
	who returned	available as of the immediately preceding	
Internal Self-Representation Data will	the survey	November 1, per Article 5.03.4(a)(ii).	
be provided for individual academic	and total		
units with 10 or more contract faculty	number of	Internal Self-Representation Data will be	
members over the reporting period.	employees in	provided for individual academic units	
For academic units with fewer than 10	the hiring	with 10 or more contract faculty members	
contract faculty over the reporting	unit;	over the reporting period. For academic	
period, the University will provide	currently only	units with fewer than 10 contract faculty	
confirmation of whether that unit is	former is	over the reporting period, the University	
below or has met the equity goal of	provided.	will provide confirmation of whether that	
fair representation for Equity Groups.		unit is below or has met the equity goal of	
		fair representation for Equity Groups.	
Subject to any contrary			
recommendation from the		Subject to any contrary recommendation	
Employment Equity Committee that is		from the Employment Equity Committee	
adopted by the Parties, for academic units with fewer than 10 contract		that is adopted by the Parties, for academic units with fewer than 10	
		contract faculty over the reporting period,	
faculty over the reporting period, Self- Representation Data will be provided		Self-Representation Data will be provided	
for the Faculty as a whole, which		for the Faculty as a whole, which serves	
serves as the basis for determining		as the basis for determining	
underrepresentation in these units per		underrepresentation in these units per	
Article 5.04.4(b) below.		Article 5.04.4<mark>5.03.5{!}</mark>(b) below.	
Aiticle 5.04.4(b) below.		Aiticle 3.04.4<u>3.03.3{}</u>(b) below.	
(b) By December 1 of each year, the			
Employer will provide to the		(b) By December 1 of each year, the	
Employment Equity Committee non-		Employer will provide to the Employment	
confidential Internal Self-		Equity Committee non-confidential	
Representation data correlated with		Internal Self-Representation data	
information including number of		correlated with information including	
positions held, position type, and		number of positions held, position type,	
salaries available as of the		and salaries (in dollars) available as of	
immediately preceding November 1,		the immediately preceding November 1,	
per Article 5.03.1(d).		per Article 5.03.1(d).	
		(c) By December 1 of each year, the	
		Employer will provide to the	
		Employment Equity Committee an	
		employment equity data report	

	1		1	
				drawing on the non-confidential
				Internal Self-Representation data
				which will provide intersectionality
				totals correlated with information
				including number of positions held,
				position type, and salaries (in dollars).
				All such data will be calculated using
				both the total number of employees
				who returned the surveys and the total
				number of employees in CUPE 3903
				Unit 2.
4.	ALL	5.03.5 Underrepresentation	CUPE	[October 11, 2023]
	UNITS		 clarif 	
	5.03.5	(a) Representation Thresholds	y the	5.03.5 Underrepresentation of
		Unless otherwise agreed upon and, in	meaning of	employees who identify as belonging
	Underr	order not to interfere with the	underreprese	to one or more of the Employment
	eprese	Employer's FCP obligations, where	ntation	Equity Groups
	ntation	the representation percentages are	Provi	
		not lower than those for the FCP	de relevant	(a) Representation Thresholds
		Equity Groups in the External	percentages	Unless otherwise agreed upon and, in
		Availability Data for Canada as a	for persons	order not to interfere with the Employer's
		whole, underrepresentation shall be	with	FCP obligations, where the
		understood to mean fewer employees	disabilities.	representation percentages are not lower
		who identify as belonging to one or	• see	than those for the FCP Equity Groups in
		more of the Equity Groups than the	also	the External Availability Data for Canada
		External Availability Data for Toronto.	aloo	as a whole, underrepresentation shall be
		Informed by this understanding of		understood to mean fewer employees
		underrepresentation, the		who identify as belonging to one or more
		representation thresholds for the FCP		of the Equity Groups than the External
		Equity Groups current as of March 1,		Availability Data for Toronto. {!}
		2021 are as follows:		Underrepresentation shall be
		Women: 45.9%		understood to mean a lower
		Racialized: 30.9%		percentage of employees who identify
		Indigenous: 1.4%		as belonging to one or more of the
		Representation data for persons with		Employment Equity Groups than is
		disabilities is not available either for		accounted for by the External
		Toronto or nationally.		Availability Data for Toronto and the
				External Availability Data for Canada
				as a whole, whichever is higher. Since
				there is no Toronto or Canada External
				Availability Data for persons with
				disabilities by NOC code (i.e., by 4011
				or 4012), we will rely on the
L				

5	Lottor	Nowl	Encure 2021	Employment Equity Occupational Group 'Professionals' data for persons with disabilities in Canada.{!} Informed by this understanding of underrepresentation, the representation thresholds for the FCP Equity Groups current as of March 1, 2021 are as follows: Women: 45.9% Racialized: 30.9% Indigenous: 1.4% Representation data for persons with disabilities is not available either for Toronto or nationally. Persons with disabilities: 8.9%{}	
5.	Letter of Unders tanding : Repres entatio n Thresh olds	[<u>New]</u>	Ensure 2021 census data is used in determining representatio n thresholds as per 5.03.6 of the Unit 1, 2, & 3 Collective Agreements and in 12.04.1 (ii) and 12.04.2 of the Unit 2 CA	[October 11, 2023] Note: In the event that the Employer and Union are still in bargaining as of January 1, 2024, the Employer will share the external workforce availability data based on the 2021 census with the Union as soon as available for the purposes of incorporating the updated thresholds into all relevant provisions in the Unit 1, 2, and 3 Collective Agreements. The updated data may be the basis of subsequent proposals towards the 2023-26 Collective Agreements.{!}	
				Letter of Understanding - Representation Thresholds Following the release of external workforce availability data based on the 2021 census, which will apply effective January 1, 2024, the Employer will present the new representation thresholds outlined in	

			1		
1				the FCP program at the first	
				Employment Equity Committee	
				meeting scheduled in 2024 and by	
				email to all members of the	
				Employment Equity Committee. The	
				Employer will apply these updated	
				thresholds when reporting on Internal	
				Self-identification Representation	
				Data, Self-Identification	
				Representation Information by	
				Academic Unit and Employment Equity	
				Data Reports. The Employer will rely	
				on these new representation	
				thresholds for the Intersectional	
				Application of Underrepresentation	
				Thresholds (as outlined in Articles	
				5.03.6 of the Unit 1, 2, & 3 Collective	
				Agreements and in 12.04.1 (ii) and	
				12.04.2 of the Unit 2 Collective	
				Agreement). The Employment Equity	
				Committee will rely on these new	
				representation thresholds based on	
				the 2021 census to assess the success	
				of Employment Equity programs and	
				initiatives.	
6.	ALL	[NEW]	Introduce	[September 22, 2023]	
-	UNITS		new funded		
	Unit 1:		mentor	The University will establish a	
	15.30		program	Mentoring Fund, in the amount of	
	Unit 2:			\$20,000 per year, to be operated under	
	15.32 Unit 3:			the aegis of the Union, for the purpose of providing mentoring, professional	
	11.15			development opportunities, and other	
	11.15			supports to CUPE 3903 members, with	
				an emphasis on mentoring for	
1				members of employment equity	
1				groups. The Union will establish a	
				Mentor Committee that will develop the	
				Mentorship Program, and adjudicate	
				the Mentoring Fund. CUPE 3903	

7.	ALL UNITS Unit 1: 17.06, Unit 2: 17.06, Unit 3: 16.08 PAID MATER NITY PARE NITY PARE NITY LEAVE	PAID MATERNITY LEAVE Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a female employee shall be entitled to paid maternity leave of up to seventeen thirty-fifths of the period of their Appointment Contract(s). Requests for Maternity Leave will be made as soon as practicable and normally no later than one month before the intended start-date of the leave.	Change to trans- inclusive, gender- neutral language.	members who serve as mentors with the Program shall accrue 0.5 Type 1 APE for every year of service. The Union will report annually on the utilization of the fund to the Labour- Management Committee. Unspent monies in this Fund will carry forward to the subsequent year to a maximum total fund amount of \$30,000 as of September 1 in any year. [July 27, 2023:] PAID MATERNITY PARENTAL LEAVE Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a female pregnant employee shall be entitled to paid maternity parental leave of up to seventeen thirty-fifths of the period of their Appointment Contract(s). Requests for Maternity Parental Leave will be made as soon as practicable, and normally no later than one month before the intended start-date of the leave.	
8.	ALL UNITS Unit 1: 17.07, Unit 2: 17.07, Unit 3: 16.09 'PAID CARE- GIVER LEAVE	Upon written request, a paid leave of absence of up to twelve thirty-fifths shall be granted to an employee on the occasion of the birth of a child for which s/he is going to accept care- giver responsibility. Where two employees have care-giver responsibility for a new-born child and one is eligible for maternity leave, they may divide the amount of paid maternity and care-giver leave between them.	Change to trans- inclusive, gender- neutral language. Increase length of paid leave to be consistent with Unit 1: 17.06, Unit 2: 17.06, Unit 3: 16.08.	[July 27, 2023] Upon written request, a paid leave of absence of up to twelve seventeen thirty- fifths shall be granted to an employee on the occasion of the birth of a child for which they are s/he is going to accept care-giver responsibility. Where two more than one employees have has care-giver responsibility for a new-born child and one is eligible for maternity parental leave, they may divide the amount of paid maternity parental and care-giver leave between them.	
9.	ALL UNITS	Upon written request indicating the expected date of adoption of an infant (i.e., less than five years old at the	Increase length of paid leave to	[July 27, 2023:] Upon written request indicating the expected date of adoption of an infant	

10.	Unit 1: 17.08, Unit 2: 17.08, Unit 3: 16.10 PAID ADOPT ION LEAVE ALL UNITS Unit 1: 17.09, Unit 2: 17.09 CARE- GIVER LEAVE – TIME OFF	time of adoption), the employee who has the principal responsibility for the care of that child shall be entitled to a paid adoption leave, coincident with the adoption of that child, of up to twelve thirty-fifths of the period of their Appointment Contract(s). Where two employees are assuming joint care-giver responsibility for that child, a maximum of twelve thirty-fifths of paid adoption leave may be shared between them, in which case the portion claimed by each shall be calculated on the Appointment Contract(s) that each holds. Upon written request, the natural mother shall be entitled to a leave of up to thirty-five weeks in time off, including the paid portion of leave specified in Article 17.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to twenty weeks in time off, including the paid portion of leave specified in Articles 17.07 and 17.08.	be consistent with Unit 1: 17.06, Unit 2: 17.06, Unit 3: 16.08. Change to trans- inclusive, gender- neutral language. Increase length of unpaid leave to achieve to achieve total of 52 weeks in combination with Unit 1: 17.07, Unit 2: 17.07 OR Unit 1: 17.08, Unit 2: 17.08.	(i.e., less than five years old at the time of adoption), the employee who has the principal responsibility for the care of that child shall be entitled to a paid adoption leave, coincident with the adoption of that child, of up to twelve <u>seventeen</u> thirty- fifths of the period of their Appointment Contract(s). Where two employees <u>more</u> <u>than one</u> employee are assuming joint care-giver responsibility for that child, a maximum of twelve <u>seventeen</u> thirty-fifths of paid adoption leave may be shared between them, in which case the portion claimed by each shall be calculated on the Appointment Contract(s) that each holds. <i>[July 27, 2023:]</i> Upon written request, the natural mother <u>pregnant parent</u> shall be entitled to a leave of up to thirty-five weeks in time off, including the paid portion of leave specified in Article 17.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to twenty <u>thirty-five</u> weeks in time off, including the paid portion of leave specified in Articles 17.07 and 17.08	
11.	ALL UNITS Unit 1 & 2: 20.01 Unit 3: 18	In addition, the University will commit to up to \$10,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer).	Increase funding for assistive technologies for workplace accommodati on	[September 22, 2023] In addition to the above contributions, the University will commit to up to \$10,000- \$25,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring	

12.	WAYS & MEAN S FUND Unit 1: 10.01.3 Tickete d Course s	The employer shall provide the union with a list of the appointees and the courses to which they are appointed by 31 October of each year and by similarly reasonable dates in other sessions. Included with the list will be a report on the number of applicants and the number of appointees who self-identified as a member of one or more of the designated employment equity groups, a copy of which will be provided to the Joint Labour Management Committee.	Data for ticketed CD positions (new equity provision from last round)	work related accommodation (e.g., adaptive computer). [September 22, 2023] The employer shall provide the union with a list of the appointees and the courses to which they are appointed by 31 October. <u>1 March, and 30 June</u> of each year-and by similarly reasonable dates in other sessions. Included with the list will be a report on the number of applicants and the number of appointees who self- identified as a member of one or more of the designated employment equity groups, including totals by intersectionality for appointees who self-identified as a member of one or more designated employment equity groups, a copy of which will be provided to the <u>CUPE 3903 Equity Officer, the</u> Joint Employment Equity Committee, and the Joint Labour Management Committee.	
13.	UNIT 1 12.03.2 PRIORI TY POOL (12.03)	12.03.2 A Ph.D. student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation and who, as a result, have not completed their academic requirements shall gain one additional year of priority pool entitlement. (See also Article 15.10.) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15.10.	Adding 8th year priority pool extension	[September 22, 2023] 12.03.2 A Ph.D. student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation and who, as a result, have not completed their academic requirements shall gain one <u>two</u> additional year <u>years</u> of priority pool entitlement. (See also Article 15.10.) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15.10.	
14.	UNIT 1 15.10	15.10 DISABILITY/ILLNESS/INJURY LEAVE A full-time graduate student	increasing program	[September 22, 2023]	

	whose studies have been impacted	extension	15.10-DISABILITY/ILLNESS/INJURY	
DISABI	by a protected ground under the	extension	LEAVE EXTENSION OF PROGRAM	
LITY/IL	OHRC for which they require		TIME LIMITS OHRC GROUNDS	
LNESS	accommodation may submit a petition		A full-time graduate student whose	
ANJUR	for academic extension for up to a		studies have been impacted by a	
¥	total of twenty-four months beyond		protected ground under the OHRC for	
	the Faculty of Graduate Studies		which they require accommodation may	
	deadlines (part-time graduate		submit a petition for academic extension	
EXTEN	students may submit petitions for		for up to a total of twenty-four months	
SION	part-time status). Full and part-time		beyond the Faculty of Graduate Studies	
OF	graduate students who suffer illness		deadlines (part-time graduate students	
PROG	or injury may submit petitions for		may submit petitions for part-time status).	
RAM	academic extensions for up to a total		Full and part-time graduate students who	
TIME	of twelve months beyond the Faculty		suffer illness or injury may submit	
LIMITS	of Graduate Studies deadlines.		petitions for academic extensions for up	
OHRC	Petitions shall be submitted through		to a total of twelve twenty-four months	
GROU	the Graduate Program Directors and		beyond the Faculty of Graduate Studies	
NDS	copied directly to the Dean. Such		deadlines. Petitions shall be submitted	
	petitions shall be kept confidential.		through the Graduate Program Directors	
	When considering these petitions, the		and copied directly to the Dean. Such	
	Dean shall review medical		petitions shall be kept confidential. When	
	certification and statements as to the		considering these petitions, the Dean	
	effect of the disability or disabilities,		shall review medical certification and	
	illness or injury upon the progress of		statements as to the effect of the disability	
	the student's work. If requested by		or disabilities, illness or injury upon the	
	the member, in the case of a petition		progress of the student's work. If	
	based upon a disability or disabilities,		requested by the member, in the case of	
	the Dean shall also meet with an		a petition based upon a disability or	
	officer from the Office of Persons		disabilities, the Dean shall also meet with	
	With Disabilities to discuss the		an officer from the Office of Persons With	
	petition. If the Dean decides not to		Disabilities to discuss the petition. If the	
	grant such a petition, they shall state		Dean decides not to grant such a petition,	
	the reasons for their decision in		they shall state the reasons for their	
	writing, including the basis upon		decision in writing, including the basis	
	which they decided that the effect of		upon which they decided that the effect of	
	the illness, injury and/or disability or		the illness, injury and/or disability or	
	disabilities upon the progress of the		disabilities upon the progress of the	
	student's work was not sufficient to		student's work was not sufficient to grant	
	grant the petition, to the individual		the petition, to the individual with a copy	
	with a copy to the union. Such a		to the union. Such a request shall not be	
	request shall not be unreasonably		unreasonably denied. Petitions of full-time	
	denied. Petitions of full-time graduate		graduate students which are granted shall	
	students which are granted shall be		be granted for full-time status and	

		granted for full-time status and petitions of part-time students which are granted shall be granted for part- time status. Masters candidates who held a full or partial teaching assistantship, and who subsequently have been granted a full-time academic extension for up to 12 months beyond Faculty of Graduate Studies guidelines per this article, also shall be allocated an additional teaching assistantship.		petitions of part-time students which are granted shall be granted for part-time status. Masters candidates who held a full or partial teaching assistantship, and who subsequently have been granted a full- time academic extension for up to 12 months beyond Faculty of Graduate Studies guidelines per this article, also shall be allocated an additional teaching assistantship.	
15.	UNIT 3 11.05.4 EXECU TIVE SERVI CE	11.05.4 Full time graduate students who have served on the CUPE 3903, CUPE Ontario or CUPE National Executive, or OUWCC Executive for at least six months may, on the basis of such service, submit petitions for academic extensions for a total of eight to twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on service on the Union Executive, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. If the Dean decides not to grant such a petition, they shall state the reasons for their decision in writing to the individual with a copy to the Union. Such a request shall not be unreasonably denied. Petitions of full- time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status. If a petition for full-time status is granted	Makes the Unit 3 extension for CUPE Exec service the same as for Unit 1 (12 months)	[September 22, 2023] 11.05.4 Full time graduate students who have served on the CUPE 3903, CUPE Ontario or CUPE National Executive, or OUWCC Executive for at least six months may, on the basis of such service, submit petitions for academic extensions for a total of eight to twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on service on the Union Executive, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. If the Dean decides not to grant such a petition, they shall state the reasons for their decision in writing to the individual with a copy to the Union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status. If a petition for full-time status is granted the individual will be provided with funding at a level equivalent in value to the GAship	

-					
		the individual will be provided with		which they held in the previous academic	
		funding at a level equivalent in value		year.	
		to the GAship which they held in the			
		previous academic year.			
16.	UNIT 3	11.06 DISABILITY/ILLNESS/INJURY	securing	[September 22, 2023]	
	11.06	LEAVE	funding for		
		A full-time graduate student whose	each year of	11.06 DISABILITY/ILLNESS/INJURY	
	DISABI	studies have been impacted by a	a program	LEAVE EXTENSION OF PROGRAM	
	LITY/IL	protected ground under the OHRC for	extension	TIME LIMITS OHRC GROUNDS	
	LNESS	which they require accommodation	(up to 2	A full-time graduate student whose	
	/INJUR	submit a petition for academic	years)	studies have been impacted by a	
	¥	extension for up to a total of twenty-		protected ground under the OHRC for	
	LEAVE	four months beyond the Faculty of		which they require accommodation	
	EXTEN	Graduate Studies deadlines. Full-time		submit a petition for academic extension	
	SION	graduate students who suffer illness		for up to a total of twenty-four months	
	OF	or injury may submit petitions for		beyond the Faculty of Graduate Studies	
	PROG	academic extensions for up to a total		deadlines. Full-time graduate students	
	RAM	of twelve months beyond the Faculty		who suffer illness or injury may submit	
	TIME	of Graduate Studies deadlines.		petitions for academic extensions for up	
	LIMITS	Petitions shall be submitted through		to a total of twelve months beyond the	
	OHRC	the Graduate Pro- gramme Directors		Faculty of Graduate Studies deadlines.	
	<u>GROU</u>	and copied directly to the Dean. Such		Petitions shall be submitted through the	
	NDS	petitions shall be kept confidential.		Graduate Pro- gramme Directors and	
		When considering these petitions, the		copied directly to the Dean. Such	
		Dean shall review medical		petitions shall be kept confidential. When	
		certification and statements as to the		considering these petitions, the Dean	
		effect of the disability or disabilities,		shall review medical certification and	
		illness or injury upon the progress of		statements as to the effect of the disability	
		the student's work. If requested by		or disabilities, illness or injury upon the	
		the member, in the case of a petition		progress of the student's work. If	
		based upon a disability or disabilities,		requested by the member, in the case of	
		the Dean shall also meet with an		a petition based upon a disability or	
		Officer from the Office of Persons		disabilities, the Dean shall also meet with	
		with Disabilities to discuss the		an Officer from the Office of Persons with	
		petition. If the Dean decides not to		Disabilities to discuss the petition. If the	
		grant such a petition, they shall state		Dean decides not to grant such a petition,	
		the reasons for their decision in		they shall state the reasons for their	
		writing, including the basis upon		decision in writing, including the basis	
		which they decided that the effect of		upon which they decided that the effect of	
		the illness, injury, and/or disability or		the illness, injury, and/or disability or	
		disabilities upon the progress of the		disabilities upon the progress of the	
		student's work was not sufficient to		student's work was not sufficient to grant	

17.	Unit 3: 16.14 CARE- GIVER LEAVE – TIME OFF	grant the petition, to the individual with a copy to the Union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part- time status. If a petition for full-time status is granted the individual will be provided with funding at a level equivalent in value to the GAship which they held in the previous academic year Upon written request, the natural mother shall be entitled to a leave of up to thirty-five weeks in time off, including the paid portion of leave specified in Article 17.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to twenty weeks in time off, including the paid portion of leave specified in Articles 17.07 and 17.08.	Change to trans- inclusive, gender- neutral language. Increase length of unpaid leave to achieve total of 52 weeks in	the petition, to the individual with a copy to the Union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status. If a petition for full-time status is granted the individual will be provided with funding at a level equivalent in value to the GAship which they held in the previous academic year <u>for each year in</u> <u>which an academic extension is</u> <u>granted</u> . [July 27, 2023:] Upon written request, the natural mother <u>pregnant parent</u> shall be entitled to a leave of up to thirty-five weeks in time off, including the paid portion of leave specified in Article 17.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to twenty thirty-five weeks in time off, including the paid portion of leave specified in Articles 16.09 and 16.10.	
		off, including the paid portion of leave	to achieve total of 52	twenty thirty-five weeks in time off,	

	WAGES, BENEFITS AND FUNDS						
	UNITS Article # Title	CA Language 2020–23	Change	CUPE Latest Proposal	ER Latest Proposal		
18.	ALL UNITS U1 10.04.1 U2 10.04.1 U3 10.02 SALAR Y RATES		Increase Wages: Retroactive wage increases for the 2020- 2023 CA; Wage Increases for the 2023- 2026 CA; Inflation indexation 2025-onward	[August 29, 2023:] In recognition of the fact that Bill 124, enacted by the Ontario government in 2019, placed unconstitutional restrictions on CUPE 3903's right to free collective bargaining in negotiating contracts for the three-year period covering September 1, 2020 to August 31, 2023, all current and former members of the bargaining unit during any part of the three-year period from September 1, 2020 to August 31, 2023 shall be entitled, on September 1, 2023, to the following retroactive salary increases over and above the 1% increases stipulated in the 2020-2023 collective agreement: Effective September 1, 2020 and each year thereafter for the life of the 2020- 2023 Collective Agreement, salary and authorized replacement rates shall be increased by 6% per year. These wages will be paid retroactively to those who held a contract during the 2020-2023 Collective Agreement. For the 2023-2026 Collective Agreement, salary and authorized replacement rates shall be increased by 7% effective September 1, 2023, and 7% effective September 1, 2025, and every September 1 thereafter, salary and authorized replacement rates for shall be increased by 5% or the CPI for the GTA measured during the 12-month			

				period between July and July,	
10	A I I	Desetite Destroyer (2.000 mg in the		whichever is greater.	
19.	ALL UNITS U1 10.14 & 10.18 U2 10.11 &	Benefits Package: \$3,000 maximum per person for each benefit year for all services	Increase dental coverage amount	[August 31, 2023] \$6000 per year coverage for members and dependents{!}	
	10.15 U3 10.10 DENTA L PLAN				
20.	ALL UNITS U1 10.14 & 10.18 U2 10.11 & 10.15 U3 10.10	Benefits Package: 85% coverage of major dental procedures	Add coverage for orthodontics, endodontics, and major dental procedures	[August 31, 2023] 100% coverage of orthodontics, endodontics, and major dental procedures for members and dependents{!}	
	DENTA L PLAN				
21.	ALL UNITS U2 10.13 & 10.15 DRUG AND PARA MEDIC AL SERVI CES	Benefits Package: cover 100% of the costs, up to a maximum of \$2,000 per specialty and an overall combined maximum of \$3,000 per person per benefit year for all paramedical specialists	Increase paramedical benefits	[August 31, 2023] \$6000 per year coverage for paramedical services for members and dependents{!}	
22.	ALL UNITS	Benefits Package: cover 100% of the costs, up to a maximum of \$2,000 per	Remove internal cap	[August 31, 2023]	

			1		
	U2 10.13 & 10.15 DRUG AND PARA MEDIC AL SERVI CES	specialty and an overall combined maximum of \$3,000 per person per benefit year for all paramedical specialists	on paramedical benefits	Remove internal cap on paramedical benefits{!}	
23.	ALL UNITS U1 10.19 U2 [?] U3 [?]	10.19 8 MONTH BENEFIT COVERAGE IN LIMITED CIRCUMSTANCES For employees in the priority pool other than PhD 6 whose employment is in one term only such that there will be a gap of no more than eight months before their next Unit 1 appointment, they will have Dental, Drug and Vision benefits coverage extended for up to eight months rather than four months. As an administrative matter, any claims after the first five months and before the end of the eight months would not be submitted until the employee returns to work and eligible claims would be promptly paid thereafter.	Increase extension of benefits	[August 31, 2023] Benefits extend 9 months after end of last contract{!}	
24.	ALL UNITS	[NEW]	Health, fitness, and wellness initiative	[August 31, 2023] The employer shall provide subsidy to all members for the annual cost membership in an athletic or recreational club or facility or sports league, or subscription, or wellness activity or for the purchase of fitness, health, or wellness equipment and or materials, up to 100% coverage upto a maximum of \$500.{!}	
25.	ALL	[Unit 2 CA language]	Increase	[October 18, 2023]	
	UNITS	[=	childcare		
	U1	15.12.2 The employer agrees to	funding to	15.12.2 The employer agrees to contribute	
	15.13	contribute annually to operating costs	two on-	annually to operating costs of the Student	
	10.10	commute annually to operating costs			

U2	of the Student Centre Childcare	campus	Centre Childcare facility, known as the	
15.12	facility. In each year of the collective	childcare	Lee Wiggins Childcare Centre. In each	
U3	agreement, the amount allocated	facilities and	year of the collective agreement, the	
15.09	shall be \$50,000. By September 30 of	increase	amount allocated shall be	
10.03	each academic year the employer will	subsidy for	\$75,000\$50,000. By September 30 of	
CHILD	allocate \$50,000 to the Student	union-	each academic year, the employer will	
CARE	Centre Childcare to be used for	administered	allocate <u>\$75,000</u> \$50,000 to the Student	
CARE	subsidies for members of CUPE 3903	child care	Centre Childcare to be used for subsidies	
	who use the services of the facility.	fund, which	for members of CUPE 3903 who use the	
		haven't	services of the facility. Any remaining	
	Any remaining amount from the	increased		
	subsidies that goes unused shall be		amount from the subsidies that goes unused shall be reallocated towards	
	reallocated towards operational costs of the Student Centre Childcare	over past 2		
		CAs (6	operational costs of the Student Centre	
	Facility. An annual report on the	years)	Childcare Facility. An annual report on the	
	expenditure of this money shall be		expenditure of this money shall be	
	submitted in writing to the		submitted in writing to the	
	Labour/Management Committee.		Labour/Management Committee.	
	15.12.3 By September 30 of each		15.12.3 By September 30 of each	
	academic year the employer will		academic year the employer will allocate	
	allocate \$50,000 to the York Co-		\$75,000\$50,000 to the York Co-operative	
	operative Day Care Centre to be used		Day Care Centre to be used for subsidies	
	for subsidies for members of CUPE		for members of CUPE 3903 who use the	
	3903 who use the services of the		services of the facility and who are	
	facility and who are awaiting approval		awaiting approval of their Metropolitan	
	of their Metropolitan Toronto Social		Toronto Social Services subsidy or whose	
	Services subsidy or whose subsidy is		subsidy is inadequate. An annual report	
	inadequate. An annual report on the		on the expenditure of this money shall be	
	expenditure of this money shall be		submitted in writing to the	
	submitted in writing to the		Labour/Management Committee.	
	Labour/Management Committee.		J J J J J J J J J J J J J J J J J J J	
	Ť		15.12.4 Effective September 1, 2021 2023 ,	
	15.12.4 Effective September 1, 2021,		and every 12 months thereafter, the	
	and every 12 months thereafter, the		Employer will contribute to the Childcare	
	Employer agrees to contribute to the		Fund annually. The Employer's	
	Childcare Fund annually. The		contribution will be \$262,600 effective	
	Employer's contribution will be		September 1, 2020, \$265,226 effective	
	\$262,600 effective September 1,		September 1, 2021, and \$267,878	
	2020, \$265,226 effective September		effective September 1, 2022 \$325,000	
	1, 2021, and \$267,878 effective		effective September 1, 2023, \$332,000	
	September 1, 2022. Allocations from		effective September 1, 2024, and	
	the Fund will be made by the Union.		\$339,000 effective September 1, 2025.	
	An Annual Report on the		Allocations from the Fund will be made by	

-					
1		disbursement of monies shall be		the Union. An Annual Report on the	
		submitted in writing by the Union to		disbursement of monies shall be	
		the Office of Faculty Relations		submitted in writing by the Union to the	
		through the Labour/Management		Office of Faculty Relations through the	
		Committee by no later than		Labour/Management Committee by no	
		September 30th of each year.		later than September 30th of each year.	
26.	ALL	[Unit 2 language]	Increase	[August 31, 2023:]	
	UNITS		PDF fund	The Employer will contribute to this fund	
	U1	15.19 PROFESSIONAL		\$178,000 effective September 1, 2023,	
	15.16	DEVELOPMENT FUND		\$181,000 effective September 1, 2024,	
	U2			and \$185,000 effective September 1,	
	15.19	The employer agrees to contribute to		2025. {!}	
	U3 19	the Professional Development Fund			
	0010	\$138,370 effective September 1,			
	PROFE	2020, \$139,754 effective September			
	SSION	1, 2021, and \$141,152 effective			
	AL	September 1, 2022.			
		1 - , -			
	OPME	The purposes, criteria, procedures,			
	NT	eligibility and priorities for distribution			
	FUND	of these monies shall be established			
	FUND	by the Labour/Management			
		Committee. The Director of the			
		Centre for the Support of Teaching			
		shall be invited to participate in the			
		deliberations of the Committee. The			
		monies shall be handled by the union,			
		in accordance with the decisions of			
		the Labour/Management Committee.			
		An annual report on the disbursement			
1		of monies shall be submitted in writing			
		to the Labour/Management			
1		Committee. Any unspent monies shall			
		roll over into the subsequent contract			
		period.			
		The Dortice suggest that the			
		The Parties suggest that the			
		Committee consider the following two			
		priorities:			
		(1) to assist new employees within the			
		first two years of employment in			
L					

27.	ALL UNITS U1 15.21 U2 15.23 U3 24.01 TRANS	the bargaining unit in the development of their professional competence and ability; and (2) to assist employees in upgrading their qualifications for full-time academic appointments.	Increase Trans Fund	<i>[August 31, 2023:]</i> Effective September 1, 2023, \$60,000 will be allocated to this Fund annually. Allocations from the Fund will be made by the Union based upon pre-established and posted guidelines.{!}	
28.	FUND ALL UNITS U1 15.27 U2 15.30 U3 22 CUPE 3903 BENEF ITS FUND [A.K.A. Extend ed Health Benefit s Fund]	[Unit 2 language] 15.30 CUPE 3903 BENEFITS FUND Effective September 1, 2021, and every 12 months thereafter, the Employer agrees to contribute an amount to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. The amount contributed by the Employer is \$311,000 effective September 1, 2020, \$387,000 effective September 1, 2020, \$387,000 effective September 1, 2021, and \$472,000 effective September 1, 2022. Allocations from the Fund will be made by the Union. An Annual Report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.	Increase extended health benefits fund	[August 31, 2023:] Effective September 1, 2023, and every 12 months thereafter, the Employer agrees to contribute an amount to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. The amount contributed by the Employer is \$590,000 effective September 1, 2023, \$602,000 effective September 1, 2024, and \$615,000 effective September 1, 2025.{!} Allocations from the Fund will be made by the Union. An Annual Report on the disbursement of monies shall be submitted in writing by the Union to th e Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.	

29.	ALL UNITS U1 15.29 U2 15.25 U3 26	<i>[unit 2]</i> 15.25 SEXUAL VIOLENCE SURVIVOR FUND Effective September 1, 2021, and each September 1 thereafter, the Employer will provide to CUPE 3903's	Increase SASSF	[August 31, 2023:] Effective September 1, 2023, and each September 1 thereafter, the Employer will provide to CUPE 3903's Trans Feminist Action Caucus a total amount of \$70,000 to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence.{}	
	SEXUA L VIOLE NCE SURVI VOR FUND (A.K.A. Sexual Assault Survivo r's Suppor t Fund (SASS	Trans Feminist Action Caucus a total amount of \$50,000 to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence. By September 30, 2022 and by each September 30 thereafter, the Union will provide a report to the Office of Faculty Relations through the Labour/Management Committee indicating the amount of money that was spent in the previous 12-month period			
30.	F)) ALL UNITS U1 20 U2 20.1 U3 18	[Unit 2 language] ARTICLE 20 – WAYS & MEANS FUND 20.01 The Employer will pay to the Union \$40,245 upon ratification, \$42,245 for 2009-2010 and \$44,245 for 2010-2011 towards the Union's Ways and Means Fund, which fund is administered by the Union. Effective September 1, 2014, the Employer will pay to the Union \$59,245 towards the Union's Ways and Means Fund. Effective September 1, 2015, the Employer will pay to the Union \$74,245 for each year of the collective agreement.	Increase Ways and Means Fund	[August 31, 2023:] The Employer will contribute to this fund \$340,000 effective September 1, 2023, \$348,000 effective September 1, 2024, and \$355,000 effective September 1, 2025.{!}	

		Effective September 1, 2018 the			
		Employer will contribute \$85,000 to			
		this Fund in each			
		year of the Collective Agreement.			
		The Employer will contribute to this fund \$132,072.07 effective September 1, 2020, \$183,514.87 effective September 1, 2021, and \$238,342.09 effective September 1, 2022.			
		Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.			
		In addition, the University will commit to up to \$10,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer).			
31.	UNIT 1 & 3 U1 15.20 U3 23 UHIP Fund	In recognition of the financial hardships of international students who have been disenfranchised by OHIP, a \$77,000 CUPE 3903 UHIP Fund will be made available to bargaining unit members for the purpose of offsetting the cost of UHIP. The amount of this fund will be \$77,770 effective September 1, 2020, \$78,548 effective September 1, 2021, and \$79,333 effective September 1, 2022.	Increase UHIP Fund	[August 29, 2023:] In recognition of the financial hardships of international students who have been disenfranchised by OHIP, a \$77,000 CUPE 3903 UHIP Fund will be made available to bargaining unit members for the purpose of offsetting the cost of UHIP. The amount of this fund will be \$77,770 effective September 1, 2020, \$78,548 effective September 1, 2021, and \$79,333 effective September 1, 2022 \$91,000 effective September 1, 2023, \$93,000 effective September 1, 2024, and \$95,000 effective September 1, 2025.	

32.	UNIT 1 & 3 U1 LOI 7 U3 LOI 5 UHIP Fund for VISA Student s	In recognition of the financial hardships of international students who have been disenfranchised by the Ontario Hospital Insurance Plan, the Faculty of Graduate Studies will guarantee that there will be bursary funding provided to bargaining unit members for the purpose of offsetting the cost of UHIP. The bursary funding will be in addition to the existing 50% bursary provided by the University, and in addition to any other bursary funding for which the student is eligible. Funds available for this bursary will not be less than \$35,000.	Increase UHIP Fund for VISA Students	[August 29, 2023:] In recognition of the financial hardships of international students who have been disenfranchised by the Ontario Hospital Insurance Plan, the Faculty of Graduate Studies will guarantee that there will be bursary funding provided to bargaining unit members for the purpose of offsetting the cost of UHIP. The bursary funding will be in addition to the existing 50% bursary provided by the University, and in addition to any other bursary funding for which the student is eligible. Funds available for this bursary will not be less than \$35,000\$40,000.	
33.	UNIT 1 10.03.1 REMU NERAT ION FOR TEACH ING ASSIS TANTS	U1 10.03.1 REMUNERATION FOR TEACHING ASSISTANTS Effective September 1, 2020 for the first full teaching assistantship in each twelve- month period a grant-in-aid of \$3,992 shall be added to the remuneration so that the total base salary (articulated below in Article 10.04.1) plus grant-in-aid for a full teaching assistantship is \$16,088. Effective September 1, 2021 for the first full teaching assistantship in each twelve-month period a grant-in-aid of \$4,033 shall be added to the remuneration so that the total base salary (articulated below in 10.04.1) plus grant-in-aid for a full teaching assistantship is \$16,249. Effective September 1, 2022 for the first full teaching assistantship in each twelve- month period a grant-in-aid of \$4,073 shall be added to the remuneration so that the total base salary (articulated below in 10.04.1) plus grant-in-aid for a full teaching assistantship is \$16,249.	Increase Grant-in-Aid (GIA)	[August 29, 2023:] Proposal to increase Grant-in-Aid (GIA) rates in the same manner and to the same degree as the proposed increases to wages (including retroactive increases for the period of 2020-2023, increases for the period of 2023-2026, and inflation indexation beginning in 2025). {!}	

		A teaching assistant shall be paid the base salary at the rates set out in Article 10.04.1 for any teaching assistantships or fractional teaching assistantships beyond the first full teaching assistantship in each twelve- month period. The grant-in- aid applies only to the first full teaching assistantship (or to fractional teaching assistantships to the total of a first full teaching assistantship) as defined in Article 0.02.1 during each 1 September to 31 August twelve- month period. In the case of a fractional teaching assistantship, the value of the grant-in-aid need not be paid to computer centre advisors unless the position is being used to fulfil the employer's priority pool obligations to the individual.			
34.	UNIT 3 10.02	REMUNERATION FOR GRADUATE ASSISTANTS	Increase Grant-in-Aid	[August 29, 2023:] Proposal to increase Grant-in-Aid (GIA)	
	REMU	Nothing herein is intended to restrict	(GIA)	rates in the same manner and to the same	
	REMU NERAT	in any way the ability of graduate assistants in the bargaining unit to		degree as the proposed increases to wages (including retroactive increases for	
	ION	receive non- employment graduate		the period of 2020-2023, increases for the	
	FOR GRAD	support (e.g. fellowships, bursaries,		period of 2023-2026, and inflation	
	UATE	awards, scholarships). (a) From September 1, 2020 to		indexation beginning in 2025). {!}	
	ASSIS	August 31, 2021:			
	TANTS	Employees in the bargaining unit will			
		receive \$11,397 (\$7,475 in wages and \$3,922 grant-in-aid) for a 270-			
		hour graduate assistantship, this			
		amount to be pro-rated for graduate			
		assistantships of more or less than 270 hours.			
		(b) From September 1, 2021 to			
		August 31, 2022			
		Employees in the bargaining unit will receive \$11,511 (\$7,550 in wages			
		and \$3,961 grant-in-aid) for a 270-			

35.	UNIT 1	hour graduate assistantship, this amount to be pro-rated for graduate assistantships of more or less than 270 hours, but in no case shall a graduate assistantship be less than 135 hours. (a) From September 1, 2022 to August 31, 2023 Employees in the bargaining unit will receive \$11,627 (\$7,626 in wages and \$4,001 grant-in-aid) for a 270- hour graduate assistantship, this amount to be pro-rated for graduate assistantships of more or less than 270 hours, but in no case shall a graduate assistantship be less than 135 hours. 10,12 GRADUATE FINANCIAL	Increase	[August 29, 2023:]	
35.	GRAD UATE FINAN CIAL ASSIS TANC	10.12 GRADUATE FINANCIAL ASSISTANCE Beginning September 1, 2015, all members of the bargaining unit who are visa students shall receive for each term in which they are registered full time and pay fees \$1085 per term. Effective the 2017-18 contract year, this amount will be increased to \$1108, in the 2018-19 contract year to \$1132, and in the 2019-20 contract year to \$1158. In the 2020-2021 contract year this amount will be increased to \$1,170; in the 2021-2022 contract year to \$1,182 and in the 2022-2023 contract year to \$1,194. Beginning September 1, 2015 visa students in the second year of the priority pool or a later year in the priority pool will receive in each term for which they are registered and pay fees \$1295 per term. Effective the 2017-18 contract year, this amount will be increased to \$1322, in the	Increase Graduate Financial Assistance (GFA)	Proposal to increase Graduate Financial Assistance (GFA) rates in the same manner and to the same degree as the proposed increases to wages (including retroactive increases for the period of 2020-2023, increases for the period of 2023-2026, and inflation indexation beginning in 2025).{!}	

2018-19 contract year to \$1351, ar	d	
in the 2019-20 contract year to \$13		
In the 2020-2021 contract year this		
amount will be increased to \$1396	in	
the 2021-2022 contract year to \$1		
and in the 2022-2023 contact year	0	
\$1424.		
Beginning September 1, 2016 all		
other members of the bargaining u	sit	
shall receive for each term in which		
they are registered full-time and pa	y	
fees \$649 per term. Effective the		
2017-18 contract year, this amount		
will be increased to \$663, in the 20		
19 contract year to \$678, and in the		
2019-20 contract year to \$694. In t	ne	
2020-2021 contract year this amou		
will be increased to \$701; in the 20		
2022 contract year to \$708 an in th		
2022-2023 contract year to \$715.		
Designing Contembor 1, 2016 all		
Beginning September 1, 2016 all		
other members of the bargaining u		
in the second year of the priority po		
or a later year of the priority pool w		
receive for each term in which they		
are registered full-time and pay fee	S	
\$814 per term. Effective the 2017-	8	
contract year this amount will be		
increased to \$831, in the 2018-19		
contract year to \$849, and in the		
2019-20 contract year to \$869. In t		
contract year this amount will be		
increased to \$878; in the 2021-202		
contract year to \$887 and in the 20	22-	
2023 contract year to \$896.		
Except in circumstances beyond its		
reasonable control, the Faculty of		
Graduate Studies shall post the		
Graduate Financial Assistance		
monies to a student's account by n		
		1

36.	UNIT 1 15.03 BOOK S/SUP PLIES FUND	later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term. 15.03 BOOKS/SUPPLIES FUND (i) In each year of the collective agreement the Employer will allocate \$8,000 to the Books/Supplies Fund for the purpose of offsetting the cost of books and materials required for the performance of an employee's teaching duties and responsibilities, which are otherwise not provided to the employee. Criteria, priorities and procedures for application to, and distribution of, the Fund shall be established by the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee. (ii) If any annual demand on the Fund exceeds \$8,000, any additional monies shall be allocated out of the Ways and Means Fund at the discretion of the Labour/Management	Increase Books/Suppli es Fund	[August 29, 2023:] 15.03 BOOKS/SUPPLIES FUND (i) In each year of the collective agreement the Employer will allocate \$9200 \$8,000\$ to the Books/Supplies Fund for the purpose of offsetting the cost of books and materials required for the performance of an employee's teaching duties and responsibilities, which are otherwise not provided to the employee. Criteria, priorities and procedures for application to, and distribution of, the Fund shall be established by the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee. (ii) If any annual demand on the Fund exceeds \$9,200 \$8,000, any additional monies shall be allocated out of the Ways and Means Fund at the discretion of the Labour/Management Committee	
37.	UNIT 1 15.14 GRAD UATE STUDE NT BURSA RY FUND	Committee. 15.14 GRADUATE STUDENT BURSARY FUND The Employer agrees to maintain a fund to assist graduate students. The priorities in the allocation of monies from this fund shall be to assist international students, single support parents and members who incur large uncovered medical expenses, on the basis of need. The Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the union, one full-time faculty member selected by the Employer, and the	Increase Graduate Student Bursary Fund	[August 29, 2023:] The amount allocated to the fund shall be \$267,000 effective September 1, 2023, \$272,000 effective September 1, 2024, and \$278,000 effective September 1, 2025.{!} An annual report on the disbursement of monies shall be submitted to the Labour/Management Committee.	

- 20		Dean of Graduate Studies or designate, using criteria and procedures approved by the Labour/Management Committee. The amount allocated to the fund shall be \$227,250 effective September 1, 2020, \$229,523 effective September 1, 2021, and \$231,818 effective September 1, 2022 An annual report on the disbursement of monies shall be submitted to the Labour/Management Committee.		[4	
38.	UNIT 1 15.15 RESEA RCH COSTS FUND	 15.15 RESEARCH COSTS FUND The Employer shall maintain a fund to defray research costs incurred by full-time graduate students who hold or have held a position in the bargaining unit. Effective September 1, 2018, the amount allocated to the fund shall be \$110,000. Any unexpended monies shall be retained in the fund. All Research Costs grants shall be in varying amounts up to \$1,600 per academic year. The Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the Union, one full-time faculty member selected by the Employer, and the Dean of Graduate Studies or designate, using criteria and procedures approved by the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee. 	Increase Research Costs Fund	[August 29, 2023:] The Employer shall maintain a fund to defray research costs incurred by full-time graduate students who hold or have held a position in the bargaining unit. Effective September 1, 2023, the amount allocated to the fund shall be \$127,000. Any unexpended monies shall be retained in the fund. All Research Costs grants shall be in varying amounts up to \$1,600 per academic year.{!}	
39.	UNIT 1	15.18 CUPE 3903 MASTERS	Increase	[August 29, 2023:]	
	15.18		Masters	In each year of the collective agreement,	

T T		BURSARY FUND	Bursary	\$123,000{!} will be allocated to this Fund.	
	MASTE	BOROARTTONE	Fund		
	RS	The CUPE 3903 Masters Bursary			
	BURSA	Fund will be made available in the			
	RY	summer term for bargaining unit			
	FUND	members in masters programs, who			
	1 OND	are registered full-time in the summer			
		term and have no scholarship or other			
		form of funding (excluding bursaries)			
		from or through the University in that			
		term. The first priority is summer			
		funding, on the basis of need, for			
		those bargaining unit members in			
		multi-year masters programs, who			
		held a full teaching assistantship in			
		the previous fall/winter terms, and will			
		return to the second or third year of			
		full-time study in their masters			
		program in the following fall term. The			
		second priority is summer funding, on			
		the basis of need, for those			
		bargaining unit members in masters			
		programs who will be entering a Ph.D.			
		program at York University in the			
		following fall term.			
		Disburgement of the burgery will			
		Disbursement of the bursary will occur on or after June 15th of the			
		contract year. The bursary will be administered by a four person			
		committee consisting of two members			
		selected by the union, one full-time			
		faculty member selected by the			
		employer, and the Dean of Graduate			
		Studies or designate, using			
		procedures approved by the			
		Labour/Management Committee.			
		Lasoanmanagement Committee.			
		In each year of the collective			
		agreement, \$107,000 will be allocated			
		to this Fund.			

	UNION RIGHTS				
Pro pos al #	Units Article # Title	CA Language 2020–23	Change	CUPE Latest Proposal	ER Latest Proposal
40.	ALL UNITS Art. 6 GRIEV ANCE PROC EDUR E	[UNITS 1 & 2] ARTICLE 6 – GRIEVANCE PROCEDURE 6.01 (i) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement. In the conduct of grievances, the employer shall act reasonably, non-discriminatorily and in good faith. (ii) A grievance shall be received within twenty-eight calendar days after the employee(s), or in the case of a policy grievance or union grievance as defined below, the union, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance. (iii) Notwithstanding (ii), and subject to Article 12.14, where the Union queries an appointment or recommended appointment pursuant to Article 12.18 of the Unit 2 collective agreement, a grievance respecting that appointment or recommended appointment shall be considered if it is received within seventeen days of the date of the employer's response to the query, provided that the query is initiated within twenty-eight calendar days after the date of the "Notice of Recommended	CUPE • exten d timelines for grievances related to harassment and discriminatio n	[October 18, 2023] [] 6.07 If the grievance is not settled at Step Four, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the Office of the Executive Director, Faculty Relations within twenty-eight calendar days after receipt of the employer's written reply as required in Step Four. <u>Grievances</u> <u>concerning harassment, discrimination</u> or disability may be taken to Arbitration by a written notice within six months after the receipt of the employer's written reply as required in Step 4. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator or Arbitration Board. [] 6.20 Grievances concerning harassment, discrimination, or disability may be initiated at Step Four, within six months after the employee(s) or the union, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.	 [21 September 2023–Part of package on Art 6 & 7, see next two proposals below] This is a comprehensive package proposal. Agreement to any one item is subject to agreement to all items with respect to Article 6, 7 and the Letter of Understanding set out in this proposal. The University reserves the right to withdraw any or all of the items in this proposal if all items not agreed to. [UNIT 1 & 2 – 31 July 2023] ARTICLE 6 – GRIEVANCE PROCEDURE 6.01 (i) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement. In the conduct of grievances, the employer parties shall act reasonably, non-discriminatorily and in good faith. i) A grievance shall be received within twenty-eight fourteen calendar days after the grieving party(ies) employee(s), or in the case of a policy grievance or union grievance as defined below, the union, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance. ii) Notwithstanding (ii), and subject to Article 12.14, where the Union queries an appointment or recommended appointment pursuant to Article 12.18 of the Unit 2 collective agreement, a

		T	
Appointment." The employer will respond to the query within ten calendar days of the receipt of the			grievance respecting that appointment or recommended appointment shall be considered if it is received within
query.			seventeen ten calendar days of the date
			of the employer's response to the query,
6.02 The employer acknowledges the			provided that the query is initiated within
rights and duties of the union officers and stewards to assist employees in			twenty-eight <u>fourteen</u> calendar days after the date of the "Notice of Recommended
preparing and presenting a			Appointment." The Employer will respond
grievance. The union may form a			to the query within ten calendar days of the
Grievance Committee for this			receipt of the query.
purpose.			The employer acknowledges the rights
6.03 STEP ONE: If an employee			and duties of the union officers and
believes they may have a grievance,			stewards to assist employees in preparing
they may first submit a grievance to			and presenting a grievance. The union
and discuss the matter with their			may form a Grievance Committee for this
immediate supervisor, accompanied			purpose.
by their steward if they so wish. The supervisor shall give their reply within			6.03 STEP ONE: If an employee
five calendar days.			believes they may have a grievance, they
			may first submit a grievance to and discuss
6.04 STEP TWO: If the grievance is			the matter with their Chair or equivalent.
not resolved at Step One, or where			accompanied by their steward or Union representative if they so wish. The Chair
Step One is not exercised, it shall be set forth in writing, be signed by the			shall give their reply in writing within ten
grievor and a union representative			calendar days of receiving the grievance.
and given to their Chair or equivalent			their immediate supervisor, accompanied by
within fourteen calendar days. At this			their steward if they so wish. The supervisor
point, the written grievance shall			shall give their reply within five calendar days.
contain details of the grievance, a statement of the matter in dispute, the			uays.
specific provision(s) or interpretation			6.02 STED TWO: If the arisyones is not
of the agreement that allegedly has			6.03 STEP TWO: If the grievance is not resolved at Step One, or where Step One is
been violated and the relief sought.			not exercised, it shall be set forth in writing,
The Chair or equivalent shall convene			be signed by the grievor and a union
a meeting to discuss the grievance within ten calendar days of the receipt			representative and given to their Chair or
of the grievance and shall give their			equivalent within fourteen calendar days. At
reply, in writing, within ten calendar			this point, the written grievance shall contain details of the grievance, a statement of the
days of that meeting.			matter in dispute, the specific provision(s) or
			interpretation of the agreement that
	1		

6.05 STEP THREE: If the grievance	allegedly has been violated and the relief
is not resolved at Step Two, the	sought. The Chair or equivalent shall
Grievance Committee shall submit	convene a meeting to discuss the grievance
the grievance to the Dean of the	within ten calendar days of the receipt of the
faculty in guestion within seventeen	grievance and shall give their reply, in
calendar days of the date of the Step	writing, within ten calendar days of that
Two reply. The Dean or their	meeting.
designated representative shall	incomig.
convene a meeting to discuss the	
grievance within fourteen calendar	6.07 STEP THREE: If the
days of the receipt of the grievance	grievance is not resolved at
and shall give their reply, in writing,	Step Two, the Grievance
within ten calendar days after that	Committee shall submit the
meeting.	grievance to the Dean of the
mooting.	faculty in question within
6.06 STEP FOUR: If the grievance is	seventeen calendar days of
not resolved at Step Three, the	the date of the Step Two reply.
Grievance Committee shall submit	The Dean or their designated
the grievance to the Executive	representative shall convene
Director, Faculty Relations within	a meeting to discuss the
seventeen calendar days of the date	grievance within fourteen
of the Step Three reply. The	calendar days of the receipt of
Executive Director, Faculty Relations	the grievance and shall give
or their designated representative	their reply, in writing, within
shall convene a meeting to discuss	ten calendar days after that
the grievance within fourteen	meeting.
calendar days of receipt of the	
grievance and shall give their reply, in	7.07 STEP FOUR: If the
writing, within twenty-one calendar	grievance is not resolved at
days of that meeting.	Step Three, the Grievance
adyo of that mooting.	Committee shall submit the
6.07 If the grievance is not settled at	grievance to the Executive
Step Four, it may be taken to	Director, Faculty Relations
Arbitration by a written notice signed	within seventeen calendar
by a chief steward and submitted to	days of the date of the Step
the Office of the Executive Director,	Three reply. The Executive
Faculty Relations within twenty-eight	Director, Faculty Relations or
calendar days after receipt of the	their designated
employer's written reply as required	representative shall convene
in Step Four. The written notice shall	a meeting to discuss the
contain details of the grievance, the	grievance within fourteen
specific provision(s) or interpretation	calendar days of receipt of the

of the agreement that allegedly has		grievance and shall give their
been violated, and the relief sought		reply, in writing, within twenty-
from the Arbitrator or Arbitration		one calendar days of that
Board.		meeting.
6.08 Subject to Article 6.14, the		6.04 STEP TWO: Subject to the
parties agree to follow the Grievance		timeline of Article 6.01(ii) above, If the
Procedure in accordance with the		grievance is not resolved at Step One the
steps, time limits and conditions		grievance shall be submitted to the Dean
contained herein. If at Steps Two and		or designate and the Director, Faculty
Three, the employer's representative		Relations or designate within seventeen
fails to give their written answer within		calendar days of the date of the Step One
the required time limit, the union and		reply. or Where Step One is not
the employee may file the grievance		exercised, the grievance shall be
at the next Step at the expiration of		submitted to the Dean or designate and
such time limit. If the employee or the		the Director, Faculty Relations or
Union fails to follow the Grievance		designate, in accordance with the
Procedure in accordance with the		timeline in Article 6.01(ii). It The
required steps, time limits and		grievance shall be set forth in writing, be
conditions the grievance shall be		signed by the grievor and a union
deemed withdrawn.		representative and submitted to the Dean
		or designate and the Director, Faculty
6.09 GROUP GRIEVANCE: A group		Relations or designate. The written
grievance, resulting from a		grievance shall contain details of the
consolidation of similar individual		grievance, a statement of the matter in
grievances seeking a common		dispute, the specific provision(s) or
redress, may be initiated at Step Two		interpretation of the agreement that
if the employees are all employed		allegedly has been violated and the relief
within a single hiring unit, or at Step		sought. The Dean or designate shall
Three if employed in different hiring		convene a meeting to discuss the
units, or at Step Four if employed in		grievance within fourteen calendar days
different faculties.		of the receipt of the grievance, and a
		response to the grievance will be
6.10 POLICY GRIEVANCE: A policy		submitted in writing within twenty-one
grievance, defined as involving		calendar days of that meeting.
question of general application or		outendar days of that meeting.
interpretation of this agreement, may		6.04 If the grievance is not settled
be initiated by the union at Step		at Step Four Step Two, it
Three or Step Four, as appropriate,		may be taken to Arbitration by
subject to the time limits set out in		a written notice signed by a
6.01 above.		chief steward and submitted
		to the Office of the Executive

 Step Three. 6.12 If the union notifies the employer in writing of an alleged violation of the collective agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Such notification shall include a detailed statement of the matter in dispute and the specific provision(s) or interpretation of the agreement that allegedly have been violated. 6.13 The withdrawal of a grievance at any Step shall be without prejudice to grievances on similar matters if the employer receives written notification of this decision from the union. Settlements by the employer of grievances at Steps One and Two shall not prejudice the position of the employer or the union with respect to other grievances. 6.14 Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld. 	 provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator or Arbitration Beard. 6.06 Subject to Article 6.446.13, the parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If at any Step Steps Two and Three, the employer's representative fails to give their written answer within the required time limit, the union and the employee may file the grievance at the next Step at the expiration of such time limit. If the employee or the Union fails to follow the Grievance Procedure in accordance with the required steps, time limits and conditions the grievance shall be deemed withdrawn. 6.07 GROUP GRIEVANCE: A
6.15.1 In exceptional circumstances, the union may apply to the Office of the Executive Director for expedited	group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be

processing of a grievance. The Office	initiated at Step Two One if the
of the Executive Director, Faculty	employees are all employed
Relations shall respond to this	within a single hiring unit, or at
application within seven calendar	Step Three-Two if employed
days. When it is agreed that	in different hiring units
circumstances warrant it, the parties	subject to the time limits set
can agree to commence the	<u>out in 6.01 above</u> . or at Step
grievance procedure at Step Four.	Four if employed in different
Time limits set out in Article 6.01	faculties.
above apply after the union has	
received the response from the Office	
of the Executive Director, Faculty	6.08 POLICY GRIEVANCE: A
Relations.	policy grievance, defined as
	involving question of genera
6.15.2 On application by the union,	application or interpretation or
grievances alleging violations of	this agreement, may will be
Article 2.03, 4.01, 4.02, 4.03, 14.01	initiated by the union at Step
and grievances submitted pursuant to	Three or Step Four, as
	appropriate Two, subject to
Article 10.02.6 (iii) in the Unit 1	the time limits set out in 6.0
collective agreement, shall be	above.
processed according to the expedited	
grievance procedure specified in this	
article.	6.09 UNION- <u>INITIATED</u>
	GRIEVANCE: The union and
6.16 The parties recognize the	its representatives shall have
principle of confidentiality and agree	the right to originate a
that the identity of the grievor(s) and	grievance on behalf of a
the fact and substance of the	employee, or a group of
grievance(s) shall only be made	employees, or the union, and
available on a need to know basis.	to seek adjustment with the
The parties further agree that a	employer in the manne
publication of a summary of the	provided for in this article
grievance(s) in a union newsletter	Such grievances may b
shall not violate the principle of	
	initiated at Step Three Two
confidentiality.	subject to the time limits se
6.17 No bargaining unit member in a	out in 6.01 above.
supervisory capacity will be required	
	6.10.1 EMPLOYER-INITIATED
to hear or attend the grievance	<u>GRIEVANCE: Employe</u>
hearings of another employee. The	grievances alleging that th
member in the supervisory capacity	union has violated the
shall suffer no penalty in their	collective agreement sha

	-
employment or academic standing for	be initiated at Step Two,
exercising their rights under this	subject to the time limits set
article. In no way does this provision	out in 6.01 above. An
relieve the bargaining unit member of	Employer-Initiated
any other supervisory duties and	grievance will be submitted
responsibilities.	in writing to the Chair of the
	Union and shall contain
6.18 A grievor has the right to attend	details of the grievance, a
their grievance hearing at any step	statement of the matter in
after Step One and not face their	dispute, the specific
supervisor directly in such a hearing.	provision(s) or
	interpretation of the
6.19 It is understood by the parties	agreement that allegedly
that, in the case of a successful or	has been violated and the
settled grievance, where the	<u>relief sought. The parties</u>
individual does not receive the	shall convene a meeting to
agreed upon compensation within	discuss the grievance
thirty days of the sign-off date, said	within fourteen calendar
payment will begin to accrue interest	days of the receipt of the
at the annualized rate which the	grievance, and the Union's
University is receiving for its short-	response to the grievance
term investments at that time. The	will be submitted in writing
interest payment will be pro-rated.	within twenty-one calendar
	days of that meeting.
6.20 Grievances concerning	
harassment, discrimination, or	6.10.2 <u>If the Employer-Initiated</u>
disability may be initiated at Step	grievance is not settled at
Four.	Step Two, it may be taken to
	Arbitration by a written
[UNIT 3]	notice signed by the
	Director, Faculty Relations
ARTICLE 6 – GRIEVANCE	and submitted to the Chair
PROCEDURE	of the Union within twenty-
	eight calendar days after
6.01 (i) A grievance shall be defined	receipt of the Union's
as any difference arising out of the	written reply as required in
interpretation, application,	Step Two. The written notice
administration or alleged violation of	shall contain details of the
this Agreement. In the conduct of	grievance, the specific
grievances, the employer shall act	provision(s) or
reasonably, non-discriminatorily and	interpretation of the
in good faith.	agreement that allegedly
 · · · · · · · · · · · · · · · · · · ·	

 (ii) A grievance shall be received within twenty-eight calendar days after the employee(s), or in the case of a policy grievance or union grievance as defined below, the union, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance. 6.02 The Employer acknowledges the rights and duties of the Union officers and stewards to assist employees in preparing and presenting a grievance. The Union may form a grievance committee for this purpose. 6.03 STEP ONE: If an employee believes they may have a grievance, they may first submit a grievance to and discuss the matter with their immediate cupanier/department 	has been violated, and the relief sought from the Arbitrator.6.10If one party the union notifies the other employer-in writing of an alleged violation of the collective agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Such notification shall include a detailed statement of the matter in dispute and the specific provision(s) or interpretation of the agreement that allegedly have been violated.6.11The withdrawal of a grievances on similar matters if the party being grieved employer receives written notification of this decision from the grieving party
immediate supervisor/department director, accompanied by their steward if they so wishes. The supervisor/departmental head director shall give their reply within five calendar days.	union. Settlements by the <u>parties</u> employer of grievances at Steps One and Two shall not prejudice the position of the employer or the union with respect to other grievances.
6.04 STEP TWO: The grievance shall be set forth in writing, be signed by the grievor and a Union representative and given to the Dean of FGS or designate within fourteen calendar days. The written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Dean of FGS or designate shall convene a meeting to	6.12 Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld. <u>In exceptional</u> stances, the union may apply to the Office of ocutive Director for expedited processing of a nce. The Office of the Executive Director, r Relations shall respond to this application seven calendar days. When it is agreed that stances warrant it, the parties can agree to nce the grievance procedure at Step Four. mits set out in Article 6.01 above apply after

discuss the grievance within ten	on has received the response from the Office
calendar days of the receipt of the	Executive Director, Faculty Relations.
grievance and shall give their reply, in	
writing, within ten calendar days of	On application by the union,
that meeting.	ces alleging violations of Article 2.03, 4.01,
	-03, 14.01 and grievances submitted pursuant
6.05 STEP THREE: If the grievance	cle 10.02.6 (iii) in the Unit 1 collective
is not resolved at Step Two it shall be	hent, shall be processed according to the
submitted to the Department of	ted grievance procedure specified in this
Faculty Relations within seventeen	
calendar days of the date of the Step	
Two reply. The Department of Faculty	
Relations or its designated	The parties recognize the
representative shall convene a	e of confidentiality and agree that the identity
meeting to discuss the grievance	grievor(s) and the fact and substance of the
within fourteen calendar days of	ce(s) shall only be made available on a need
receipt of the grievance and shall give	w basis. The parties further agree that a
their reply, in writing, within twenty-	tion of a summary of the grievance(s) in a
one calendar days of that meeting.	newsletter shall not violate the principle of
one calendar days of that meeting.	entiality.
6.06 If the grievance is not settled at	
Step Three it may be taken to	6.14 No bargaining unit member in
Arbitration by a written notice signed	a supervisory capacity will be
by a chief steward and submitted to	required to hear or attend the
the Executive Director, Department of	grievance hearings of
Faculty Relations within twenty-eight	another employee. The
calendar days after receipt of the	member in the supervisory
Employer's written reply as required	capacity shall suffer no
in Step Two. The written notice shall	penalty in their employment
	or academic standing for
contain details of the grievance, the	exercising their rights under
specific provision(s) or interpretation	this article. In no way does
of the agreement that allegedly has	this provision relieve the
been violated, and the relief sought	bargaining unit member of
from the Arbitrator or Arbitration	any other supervisory duties
Board.	and responsibilities.
6.07 Subject to Article 6.13, the	
	A grievor has the right to
parties agree to follow the grievance	their grievance hearing at any step after Step
procedure in accordance with the	nd not face their supervisor directly in such a
steps, time limits and conditions	j .
contained herein. If at any Step the	
Employer's representative fails to	It is understood by the

give their written answer within the required time limit, the Union and the employee may file the grievance at the next Step at the expiration of such time limit. If the employee or the Union fails to follow the grievance procedure in accordance with the required steps, time limits and conditions, the grievance shall be deemed withdrawn. 6.08 GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step One. 6.09 POLICY GRIEVANCE: A policy	that, in the case of a successful or settled ice, where the individual does not receive the upon compensation within thirty days of the f date, said payment will begin to accrue t at the annualized rate which the University living for its short-term investments at that he interest payment will be pro-rated. Grievances concerning ment, discrimination, or disability may be d at Step <u>Two</u> Four. [UNIT 3 – 31 <u>July 2023]</u> ARTICLE 6 – GRIEVANCE PROCEDURE
grievance, defined as involving a question of general application or interpretation of this agreement, may be initiated by the union at Step One subject to the time limits set out in 6.01 above.	 (i) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement. In the conduct of grievances, the employer parties shall act reasonably, non-discriminatorily and in good faith.
6.10 UNION GRIEVANCE: The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the Union, and to seek adjustment with the Employer in the manner provided for in this article. Such grievances may be initiated at Step One.	(ii) A grievance shall be received within twenty-eight <u>fourteen</u> calendar days after the <u>grieving party(ies)</u> employee(s), or in the case of a policy grievance or union grievance as defined below, the union, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.
6.11 If the Union notifies the Employer in writing of an alleged violation of the collective agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Such notification shall	The Employer acknowledges the rights and duties of the Union officers and stewards to assist employees in preparing and presenting a grievance. The Union may form a grievance committee for this purpose.

include a detailed statement of the	6.03 STEP ONE: If an
matter in dispute and the specific	employee believes they may
provision(s) or interpretation of the	have a grievance, they may first
agreement that allegedly have been violated.	submit a grievance to and discuss the matter with their
violated.	
C 40 The with derived of a prior or a st	immediate supervisor,
6.12 The withdrawal of a grievance at	accompanied by their steward if
any Step shall be without prejudice to	they so wish. The supervisor
grievances on similar matters if the	shall give their reply in writing
Employer receives written notification	within five <u>ten</u> calendar days.
of this decision from the union.	
Settlements by the Employer of	6.04 STEP TWO: The grievance shall be
grievances shall not prejudice the	set forth in writing, be signed by the grievor
position of the Employer or the Union	and a Union representative and given to
with respect to other grievances.	the Dean of FGS or designate within
	fourteen calendar days. The written
6.13 Any of the time allowances set	grievance shall contain details of the
out in this article may be extended by	grievance, a statement of the matter in
mutual agreement. The parties agree	dispute, the specific provision(s) or
that such agreement shall not be	interpretation of the agreement that
unreasonably withheld.	allegedly has been violated and the relief
6.14 The parties recognize the	sought. The Dean of FGS or designate
principle of confidentiality and agree	shall convene a meeting to discuss the
that the identity of the grievor(s) and	grievance within ten calendar days of the
the fact and substance of the	receipt of the grievance and shall give their
grievance(s) shall only be made	reply, in writing, within ten calendar days of
available on a need to know basis.	that meeting.
The parties further agree that a	
publication of a summary of the	6.05 STEP THREE: If the grievance
grievance(s) in a union newsletter	is not resolved at Step Two it
shall not violate the principle of	shall be submitted to the
confidentiality.	Department of Faculty
	Relations within seventeen
6.15 A grievor has the right to attend	calendar days of the date of the
their grievance hearing at any step	Step Two reply. The
after Step One and not face their	Department of Faculty
supervisor directly in such a hearing.	Relations or its designated
6.16 It is understood by the parties	representative shall convene a
that, in the case of a successful or	meeting to discuss the
settled grievance, where the	grievance within fourteen
individual does not receive the	calendar days of receipt of the

	r
agreed upon compensation within	grievance and shall give their
thirty days of the sign-off date, said	reply, in writing, within twenty-
payment will begin to accrue interest	one calendar days of that
at the annualized rate which the	meeting.
University is receiving for its short-	
term investments at that time. The	6.04 STEP TWO: Subject to the
interest payment will be pro-rated.	timeline of Article 6.01(ii) above. If the
interest payment will be pro-rated.	grievance is not resolved at Step One,
6 17 Origuanges concerning	the grievance shall be submitted to the
6.17 Grievances concerning	
harassment, discrimination, or	Dean of FGS or designate and the
disability may be initiated at Step	Director, Faculty Relations or designate
Three.	within seventeen calendar days of the
	date of the Step One reply. or Where Step
6.18.1 In exceptional circumstances,	One is not exercised the grievance shall
the Union may apply to the Office of	be submitted to the Dean of FGS or
the Executive Director, Faculty	designate and the Director, Faculty
Relations (FR) for expedited	Relations or designate, in accordance
processing of a grievance. The Office	with the timeline in Article 6.01(ii). The
of the Executive Director FR shall	grievance shall may be set forth in
respond to this application within	writing, be signed by the grievor and a
seven calendar days. When it is	union representative and submitted to
agreed that circumstances warrant it,	the Dean of FGS or designate and the
the parties can agree to commence	Director, Faculty Relations or designate.
the grievance procedure at Step	The written grievance shall contain
Three. Time limits set out in Article	details of the grievance, a statement of
6.01 above apply after the Union has	the matter in dispute, the specific
received the response from the Office of the Executive Director FR.	provision(s) or interpretation of the
of the Executive Director FR.	agreement that allegedly has been
	violated and the relief sought. The Dean
6.18.2 On application by the Union,	of FGS or designate shall convene a
grievances alleging violations of	meeting to discuss the grievance within
Article 2.03, 4.01, 4.02, 4.03, and	fourteen calendar days of the receipt of
grievances submitted pursuant to	the grievance and shall submit their
Article 10.01 and 10.02, shall be	reply, in writing, within twenty-one
processed according to the expedited	calendar days of that meeting.
grievance procedure specified in this	
Article.	
	6.05 If the grievance is not
6.19 No bargaining unit member will	settled at Step Three Two it may
be required to hear or attend the	be taken to Arbitration by a
grievance hearings of another	written notice signed by a chief
employee. The member shall suffer	steward and submitted to the
employee. The member shall suiler	Executive Director, Department
	· ·
	60

	no penalty in their employment or academic standing for exercising their rights under this Article. In no way does this provision relieve the bargaining unit member of any other duties and responsibilities.		ef Faculty Relations within twenty-eight calendar days after receipt of the Employer's written reply as required in Step Two. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator or Arbitration Board.
			6.06 Subject to Article 6.13, the parties agree to follow the grievance procedure in accordance with the steps, time limits and conditions contained herein. If at any Step the Employer's representative fails to give their written answer within the required time limit, the Union and the employee may file the grievance at the next Step at the expiration of such time limit. If the employee or the Union fails to follow the grievance with the required steps, time limits and conditions, the grievance shall be deemed withdrawn.
			6.07 GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step One.
			6.08 POLICY GRIEVANCE: A policy grievance, defined as involving

	a question of general application or interpretation of this agreement, may be initiated by the union at Step One <u>Two</u>, subject to the time limits set out in 6.01 above.
	UNION- INITIATED GRIEVANCE: The Jnion and its representatives shall have the ight to originate a grievance on behalf of an employee, or a group of employees, or the Jnion, and to seek adjustment with the Employer in the manner provided for in this article. Such grievances may be initiated at
	Step One <u>Two</u>, subject to the time limits set out in 6.01 above. 6.10.1 <u>EMPLOYER-INITIATED</u>
	<u>GRIEVANCE: Employer</u> <u>grievances alleging that the</u> <u>union has violated the</u> <u>collective agreement shall</u> <u>be initiated at Step Two.</u>
	<u>subject to the time limits set</u> out in 6.01 above. An <u>Employer-Initiated</u> grievance will be submitted in writing to the Chair of the
	Union and shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or in
	interpretation of the agreement that allegedly has been violated and the relief sought. The parties shall convene a meeting to
	<u>discuss the grievance</u> within fourteen calendar <u>days of the receipt of the</u> grievance, and the Union's

-	1		
			response to the grievance
			will be submitted in writing
			within twenty-one calendar
			days of that meeting.
			6.10.2 If the Employer-Initiated
			grievance is not settled at
			Step Two, it may be taken to
			Arbitration by a written
			notice signed by the
			Director, Faculty Relations
			and submitted to the Chair
			of the Union within twenty-
			eight calendar days after
			receipt of the Union's
			written reply as required in
			Step Two. The written notice
			shall contain details of the
			provision(s) or interpretation of the
			agreement that allegedly
			has been violated, and the
			<u>relief sought from the</u>
			<u>Arbitrator.</u>
			If the Union one party notifies the other
			Employer in writing of an alleged violation of
			he collective agreement but indicates a
1			lecision not to grieve, this decision shall be
1			vithout prejudice to grievances on similar
			natters. Such notification shall include a
			letailed statement of the matter in dispute
			and the specific provision(s) or interpretation
1			of the agreement that allegedly have been
			riolated.
			าบเลเธน.
1			
			The withdrawal of a grievance by either
			party at any either Step shall be without
			prejudice to grievances on similar matters if
			he party being grieved Employer receives

	vritten notification of this decision from the prieving party union. Settlements by the parties Employer of grievances at Step One shall not prejudice the position of the Employer or the Union with respect to other prievances.
	Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.
	The parties recognize the principle of confidentiality and agree that the identity of he grievor(s) and the fact and substance of he grievance(s) shall only be made available on a need to know basis. The parties further agree that a publication of a summary of the prievance(s) in a union newsletter shall not violate the principle of confidentiality.
	A grievor has the right to attend their prievance hearing at any step after Step One and not face their supervisor directly in such hearing.
	It is understood by the parties that, in the case of a successful or settled grievance, where the individual does not receive the agreed upon compensation within thirty days of the sign-off date, said payment will begin o accrue interest at the annualized rate which the University is receiving for its short- erm investments at that time. The interest bayment will be pro-rated.
	Grievances concerning harassment, liscrimination, or disability may be initiated at Step <u>Two</u> Three .

				.1 In exceptional circumstances, the Union may apply to the Office of the Executive Director, Faculty Relations (FR) for expedited processing of a grievance. The Office of the Executive Director FR shall respond to this application within seven calendar days. When it is agreed that circumstances warrant it, the parties can agree to commence the grievance procedure at Step Three. Time limits set out in Article 6.01 above apply after the Union has received the response from the Office of the Executive Director FR.
				2 On application by the Union, grievances alleging violations of Article 2.03, 4.01, 4.02, 4.03, and grievances submitted pursuant to Article 10.01and 10.02, shall be processed according to the expedited grievance procedure specified in this Article.
				6.18 No bargaining unit member will be required to hear or attend the grievance hearings of another employee. The member shall suffer no penalty in their employment or academic standing for exercising their rights under this Article. In no way does this provision relieve the bargaining unit member of any other duties and responsibilities.
41.	ALL UNITS ART. 7	[ALL UNITS] ARTICLE 7 – ARBITRATION	ER proposal: • eliminates board of	[21 September 2023–Part of package on Art 6 & 7, see proposals above & below]
	ARBIT	7.01 If the Union so wishes, grievances shall be heard by a single	arbitrators for single	This is a comprehensive package proposal. Agreement to any one item is subject to

RATIO	Arbitrator or by a three person Arbitration Board. If a single Arbitrator is requested by the Union, the Union shall, in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The Employer shall respond within ten working days, either agreeing to the union's proposed single Arbitrator or suggesting alternative Arbitrators. If the Employer fails to respond within thirty-five working days, the grievance shall be deemed to be up- held on the basis of the redress sought by the union. If the parties cannot agree on an Arbitrator within thirty days, either party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator. 7.02 The Union's request for a Board of Arbitration shall name that party's appointee to the Board of Arbitration. Upon receipt of the notice, the Employer shall, within forty-five days, advise the Union of the name of its appointee to the Board of Arbitration. If the Employer fails to respond within forty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the Union.	arbitrator; assumes acceptance of ER grievances eliminates ER deadline to Union notice to proceed to arbitration (and Union winning grievance if ER doesn't meet deadline	agreement to all items with respect to Article 6, 7 and the Letter of Understanding set out in this proposal. The University reserves the right to withdraw any or all of the items in this proposal if all items not agreed to. ARTICLE 7 – ARBITRATION 7.01 If the union se wishes, gGrievances shall be heard by a single Arbitrator or by a three person Arbitration Board. If a single Arbitrator is requeeted by the union, the union shall, The Party advancing a grievance to arbitration, suggest a person to serve as Arbitrator. The employer other Party shall respond within the working days, either agreeing to the union's proposed single Arbitrator or suggesting alternative Arbitrator if the omployer fails to respond within thirty-five working days, the grievance shall be deemed
	of Arbitration shall name that party's appointee to the Board of Arbitration. Upon receipt of the notice, the Employer shall, within forty-five days, advise the Union of the name of its appointee to the Board of Arbitration.		person to serve as Arbitrator. The employer <u>other Party</u> shall respond within ten working days, either agreeing to the union's proposed single Arbitrator or suggesting
	forty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the		the employer fails to respond within thirty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by
	upon the selection of the chair of the Board. If the par- ties cannot agree upon the selection of the chair within twenty-one days, either party may request the Minister of Labour for the Province of Ontario to appoint an impartial third member as chair.		the union. If the parties cannot agree on an Arbitrator within thirty days, either party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.

expen partici prepar own ca the ch hearin expen hearin parties Univer where 7.05 T single author modify way th	Each party shall bear the heses of its representatives, ipants, and witnesses and of the ration and presentation of its case. The fees and expenses of hair or single Arbitrator, the ng room and any other heses incidental to the Arbitration ng shall be borne equally by the s. The parties agree to use writy facilities at no cost ever possible. The Board of Arbitration or e Arbitrator shall have no rity to add to, subtract from, y, change, alter or ignore in any he provisions of this agreement y expressly written amendment			7.02	The union's request for a Board of Arbitration shall name that party's appointee to the Board of Arbitration. Upon receipt of the notice, the employer shall, within forty-five days, advise the union of the name of its appointee to the Board of Arbitration. If the employer fails to respond within forty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union.
or sup duration express or their to make effect. 7.06 N and 6. Arbitra has sh violatio	oplement thereto or to extend its on, un- less the parties have ssly agreed, in writing, to give it ir specific authority to do so or ke an award which has such			7.03	The appointees to the Board of Arbitration shall then meet to decide upon the selection of the Chair of the Board. If the parties cannot agree upon the selection of the Chair within twenty- one days, either party may request the Minister of Labour for the Province of Ontario to appoint an impartial third member as Chair.
Arbitra fashio circum grieva	The Arbitration Board or single ator shall have the authority to on a remedy appropriate in the instances to resolve the ance regardless of the form in the grievance was filed.			7.04	Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and

 7.08 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chair of the Board of Arbitration or single Arbitrator to reconvene to clarify the decision, which they shall do within five days. 7.09 Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree 			expenses of the Chair or single Arbitrator, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the parties. The parties agree to use University facilities at no cost wherever possible.
 that such agreement shall not be unreasonably withheld. [UNITS 1&2] 7.10 The parties agree that a Board of Arbitration or single Arbitrator shall have the authority to resolve any matter referred pursuant to Article 10.04.2. 		7.05	The Board of Arbitration or single Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the parties have expressly agreed, in
		7.06	writing, to give it or their specific authority to do so or to make an award which has such effect. Notwithstanding Articles <u>6.08 and 6.14</u> <u>6.06 and</u> <u>6.13</u> , both parties agree that if an Arbitrator determines that the union has shown reasonable
		7.07	 cause for a violation of time limits, the Arbitrator may hear the grievance. The Arbitration Board or single Arbitrator shall have the authority to fashion a

			remedy appropriate in the circumstances to resolve the grievance regardless of the form in which the grievance was filed.
		7.08	Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair of the Board of Arbitration or single Arbitrator to reconvene to clarify the decision, which they shall do within five days.
		7.09	Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.
			of Unit 1, 2 & 3 need to be rently with respect to Article
		Unit 1]	
		have the aut	The parties agree that an tration or single Arbitrator shall thority to resolve any matter Jant to Article 10.04.2 10.04.4.
		[Unit 2]	
		have the aut	The parties agree that a <u>n</u> tration or single Arbitrator shall thority to resolve any matter uant to Article 10.04.2.

				[Unit 3 There is no Article 7.10 in Unit 3.]
42.	ALL UNITS ART. 7 ARBIT RATIO N	Add Med-Arb to CA	[August 1, 2023] 7.11 If mediation-arbitration is requested by the Union, the Union shall, in its notice of intent to proceed to mediation-arbitration, suggest a person to serve as mediator-arbitrator from among a panel of mediator- arbitrators agreed upon by the Employer and CUPE 3903. Within twenty-one (21) calendar days of the Step 4 decision the mediator-arbitrator will then hold a meeting with the parties involved. The Parties may hold such meetings with or without counsel by mutual agreement. 7.12 Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of mediator-arbitrator, the hearing room and any other expenses incidental to the mediation-arbitrator hearing shall be borne equally by the Parties. The Parties agree to use University facilities at no cost wherever possible. 7.13 The mediator-arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the Parties have expressly agreed, in writing, to give them specific authority to do so or to make an award which has such effect.	 [21 September 2023–Part of package on Art 6 & 7, see two proposals above] This is a comprehensive package proposal. Agreement to any one item is subject to agreement to all items with respect to Article 6, 7 and the Letter of Understanding set out in this proposal. The University reserves the right to withdraw any or all of the items in this proposal if all items not agreed to. Letter of Understanding Between York University and each of CUPE 3903 Units 1, 2 and 3 Regarding Pilot Project for Mediation - Arbitration For the period from January 15, 2024, to August 31, 2026, the Parties agree to a Pilot Project for a Mediation-Arbitration process for individual job posting grievances, as set out below. 1. Roster: On or before November 1, 2023, the Parties will each propose three Arbitrators to be included on a roster of Mediators-Arbitrators for the purposes of this Pilot Project. By agreement, the parties will determine a list of four Arbitrators by no later than January 12, 2024. 2. Expenses: It is understood and agreed that each party shall be responsible for the expenses of their representatives, participants, and witnesses as well as the preparation and presentation of its own case.

	7.14 The outcome of the mediation will be one of the following:	3. Mediator-Arbitration fees: Each party shall pay one-half of the Arbitrator's fees and expenses.
	(i) No resolution is reached and the Union decides to withdraw the grievance and take no further action.	4. Hearing Room Expenses: Where the Mediator-Arbitrator directs that the matter will be mediated or heard in-person, each party shall pay one-half of the hearing room
	(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.	expenses. Where possible, the Parties will explore facilities available at no cost, as appropriate, provided it does not delay scheduling the grievance for mediation- arbitration.
	(iii) No resolution is reached through mediation, then the Parties agree that the appointed mediator-arbitrator shall have the authority to fashion a remedy appropriate in the circumstances to resolve the grievance regardless of the form in which the grievance was filed. Such a decision shall be rendered in writing within ten (10) calendar days of the mediation-arbitration hearing.	5. Referral: A grieving party who wishes to refer an individual job posting grievance shall submit a notice of intent to refer the grievance to Mediation-Arbitration through this Pilot Project within five days of receiving a response to the Step 2 meeting. The recipient of the referral notice shall confirm whether they agree to Mediation-Arbitration within five days of receipt of the referral notice.
	7.15 Should the parties disagree as to the meaning of the mediator- arbitrator's decision, either party may apply to the mediator-arbitrator to reconvene to clarify the decision, which they shall do within five (5) working days7.16 The time limits set out in 7.11 and 7.15 do not apply to Article 4	 6. Scheduling: The parties will refer the matter to a Mediator-Arbitrator from the agreed-upon roster who is available to convene the parties on a mutually convenient date within forty-five days of the referral notice. 7. Legal Representation: Either party may engage legal counsel for the Mediation-Arbitration as they consider appropriate.
	complaints and grievances filed as per Article 6.20 (Unit 1 & Unit 2) or Article 6.17 (Unit 3), provided that mediation- arbitration is requested by the Union within one year of the conduct complained of or of the employee becoming aware of the occurrence of	8. Jurisdiction: The Mediator-Arbitrator shall have the authority to determine the conduct of the proceedings but shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of the collective agreement.

	1				2 Outrans The strength is
				the circumstances giving rise to the	9. Outcome: The outcome of the
				grievance.	mediation-arbitration process will be one of
				7.17 Nothing in the University's policies	the following:
				or procedures will limit or otherwise	a. No resolution is reached and the
				restrict the ability of the Union to	grieving party elects to withdraw
				pursue matters related to human	the grievance and take no further
				rights, discrimination or harassment	action with respect to the matters
				through this Agreement's grievance	which gave rise to the grievance; or
				procedure(s).	b. A resolution is reached, the terms
				procedure(o).	of which will be confirmed in a
					Memorandum, signed by all
					parties, and distributed to each of
					the parties, as appropriate; or
					c. No resolution is reached through
					mediation and the mediator-
					arbitrator shall have the authority to
					conduct the arbitration phase on
					the basis of documents or may
					reconvene the parties for the
					presentation of evidence or oral
					argument and issue a decision on
					the grievance in writing within ten
					days of the conclusion of the
					mediation-arbitration session(s). {!}
43.	ALL		UNION:	[August 1, 2023]	[August 28, 2023]
	UNITS	ARTICLE 8 – DISCIPLINE	• Add		ARTICLE 8 – DISCIPLINE
	Art. 8		production of	8.01.1 JUST CAUSE	
		8.01.1 JUST CAUSE	supporting	The employer shall not discipline, suspend	8.01.1 JUST CAUSE
	DISCIP	The employer shall not discipline,	evidence to	or discharge an employee unless there is	The employer shall not discipline, suspend
	LINE	suspend or discharge an employee	grievance	just cause. In any grievance over	or discharge an employee unless there is
		unless there is just cause. In any	process	disciplinary action, the burden of proof of	just cause. In any grievance over
		grievance over disciplinary action, the		just cause lies with the employer. <u>The</u>	disciplinary action, the burden of proof of just
		burden of proof of just cause lies with	ER:	employer shall provide the Union with	cause lies with the employer.
		the employer.	• broa	any and all supporting documents that	
		9.01.2 The employer errors that ar	dens	comprise the evidentiary basis of the	8.01.2 The employer agrees that an
		8.01.2 The employer agrees that an employee shall not be disciplined	grounds for intiatating	Article 8 proceeding (subject to the necessary redactions of private	employee shall not be disciplined solely for
		solely for failure to perform their	disciplinary	information) prior to the first meeting.	failure to perform their duties because they
		duties because they is arrested	procedures	mormation prior to the first meeting.	are arrested and/or incarcerated provided
		and/or incarcerated provided that the	based on		that the employee notifies their supervisor of the arrest and/or incarceration and the
		employee notifies their Supervisor of	amorphous		expected duration thereof as soon as
		the arrest and/or incarceration and	"concern"		
			CONCETT		possible. Further, it is understood that loss

the e	xpected duration thereof as soon	of salary for failure to perform scheduled
as po	ssible. Further, it is understood	duties shall not constitute discipline in the
that I	oss of salary for failure to	context of this article.
perfo	rm scheduled duties shall not	
cons	titute discipline in the context of	8.02.1 PROGRESSIVE DISCIPLINE
this a	article.	The employer accepts and gives effect to
		the concept of progressive discipline by
8.02.	1 PROGRESSIVE DISCIPLINE	adopting the procedures set forth below.
The	employer accepts and gives	
	t to the concept of progressive	8.02.2 The employer may impose discipline
	oline by adopting the procedures	only in accordance with the provisions of this
	orth below.	article, and any discipline imposed which
		does not accord with this article shall be null
8.02.	2 The employer may impose	and void.
	oline only in accordance with the	8.02.3 CONFIDENTIALITY
	sions of this article, and any	The fact and substance of disciplinary
	oline imposed which does not	investigations shall be treated as
	rd with this article shall be null	confidential by the employer and the union.
and	void.	It is a violation of confidentiality for the
		employer to disclose the fact and/or
8.02.	3 CONFIDENTIALITY	substance of a disciplinary investigation to
The f	act and substance of disciplinary	people being interviewed as part of that
inves	tigations shall be treated as	investigation. It is no violation of
	dential by the employer and the	confidentiality to divulge pertinent
	n. It is a violation of confidentiality	information to those necessarily involved in
for th	e employer to disclose the fact	the investigation and the processing of the
	or substance of a disciplinary	complaint.
inves	tigation to people being	
interv	viewed as part of that	8.03.1 Subject to 8.03.3:
inves	tigation. It is no violation of	STEP ONE: NOTICE OF MEETING
confi	dentiality to divulge pertinent	
inforr	nation to those necessarily	(i) Prior to any consideration of discipline,
invol	ved in the investigation and the	the Chair/Director, or Dean, or designate
proce	essing of the complaint.	will notify an employee of a meeting to
	-	informally discuss the matter giving rise to
8.03.	1 Subject to 8.03.3:	the complaint/concern that may be of a
	·	disciplinary nature, which may include {!}
STEI	P ONE: NOTICE OF MEETING	who has received a Formal Complaint under
(i) Pr	ior to any consideration of	the University's Procedures for Dealing With
	oline, the Chair or Dean or	Complaints of Harassment or
	nate, who has received a	Discrimination, or a complaint or concerning
	al Complaint under the	regarding the professional performance
	ersity's Draft Procedures for	and/or conduct of an employee-which is
		inappropriate to the employment

Dealing With Complaints of	relationship, including sexual and/or gender
Harassment or Discrimination, or a	or racial and/or ethnic harassment, shall,
complaint concerning the professional	within twenty-one calendar days of receiving
performance and/or conduct of an	the complaint, notify the employee and the
employee which is inappropriate to	union and schedule a meeting to discuss the
the employment relationship,	subject matter of the complaint informally.
including sexual and/or gender or	(Where there has been a Formal Complaint
racial and/or ethnic harassment,	under the University's Procedures for
shall, within twenty-one calendar	Dealing With Complaints of Harassment or
days of receiving the complaint, notify	Discrimination, it is understood that an
the employee and the union and	investigation into such a complaint can
schedule a meeting to discuss the	require a longer process. It is agreed that
subject matter of the complaint	any such investigation shall be conducted as
informally. (Where there has been a	expeditiously as possible so as to be
Formal Complaint under the	completed within 90 calendar days of the
University's Draft Procedures for	initial Step One Meeting, or such longer time
Dealing With Complaints of	as the parties may mutually agree.) Such
Harassment or Discrimination, it is	Notice of Meeting shall be in writing using a
understood that an investigation into	letter or letters similar to the form contained
such a complaint can require a longer	in Appendix C and shall contain a brief but
process. It is agreed that any such	clear statement of the allegations which form
investigation shall be conducted as	the basis of the complaint or concern that is
expeditiously as possible so as to be	to be informally discussed {!}, of the
completed within 90 calendar days of	employee's right to union representation at
the initial Step One Meeting, or such	the meeting, as well as the time, place and
longer time as the parties may	date of the meeting, and shall inform the
mutually agree.) Such Notice of	employee that they may request an
Meeting shall be in writing using a	alternative meeting time.
letter or letters similar to the form	(ii) If the matter complaint is not dismissed
contained in Appendix C and shall	or otherwise resolved as a result of the
contain a brief but clear statement of	meeting referred to in 8.03.1(i), or where the
the allegations which form the basis	employee waives explicitly, or implicitly by
of the complaint, of the employee's	not attending, their opportunity for such
right to union representation at the	meeting, and the Chair/Director, Dean,
meeting, as well as the time, place	Director or designate determines that further
and date of the meeting, and shall	•
inform the employee that they may	action is warranted, they shall do one of the following:
request an alternative meeting time.	ő
	(a) where the employee concerned is within
(ii) If the complaint is not dismissed or	two years of the start date of their first
otherwise resolved as a result of the	appointment in Unit 2, establish a
meeting referred to in 8.03.1(i), or	Competence and Ability Review Period
where the employee waives explicitly,	(CARP) subject to Article 12.09.2 of the Unit
	2 collective agreement;

or implicitly by not attending, their opportunity for such meeting, and the	(b) initiate a formal evaluation pursuant to Article 13;
Chair, Dean, Director or designate determines that further action is warranted, they shall do one of the	(c) send a Letter of Warning to the employee.
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	NOTE: If an employee, who by not attending implicitly waives their opportunity for such meeting, notifies the Chai <u>r/Director</u> , 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.
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, Dean, Director or designate as soon as possible of reasonable cause for non-	(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 <u>the</u> <u>Director, Faculty Relations</u> the Assistant Vice-President (HR&ER) shall be the only parties to receive a copy.
 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 	(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.
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,	8.03.2 STEP TWO: LETTER OF WARNING (i) The decision to send a Letter of Warning (per <u>8.03.1(ii)</u> (c) above) shall be communicated in writing to the employee within fourteen (14) calendar days of the

the Office of the Dean, and the Office	meeting date or the date scheduled for the
of the Executive Director, Faculty	meeting. Where a Letter of Warning is sent
Relations shall be the only parties to	to an employee, the union, the hiring unit,
receive a copy.	the Office of the Dean, and the Office of the
	Executive Director, Faculty Relations shall
(iv) The decision to establish a CARP	be the only parties to receive a copy.
or to initiate a formal evaluation	(ii) The Letter of Warning shall state that
(taken per (a) or (b) above) shall not	discipline may be considered, in accordance
be construed as discipline and shall	with the procedures herein contained,
not form part of the employee's	following a repetition of the act or omission
disciplinary record,, and cannot be	which is the subject matter of the Letter of
used against an employee in any	Warning complaint and/or, where the
decision made with respect to their	complaint matter concerns the standard of
present or future employment, other	the employee's work, if the employee fails to
than as specified in Article 8.03.1(i)	bring their work up to a reasonable standard
and Article 8.03.4.	by a given date. Such date shall give the
	employee reasonable opportunity to correct
8.03.2 STEP TWO: LETTER OF	the problem(s) referred to in the Letter of
WARNING	Warning.
(i) The decision to send a Letter of	5
Warning (per above) shall be	(iii) The decision to send a Letter of Warning
communicated in writing to the	[taken per 8.03.1(ii)(c)] shall not be
employee within fourteen (14)	construed as discipline and shall not form
calendar days of the meeting date or	part of the employee's disciplinary record,
the date scheduled for the meeting.	and cannot be used against an employee in
Where a Letter of Warning is sent to	any decision made with respect to their
an employee, the union, the hiring	present or future employment, other than as
unit, the Office of the Dean, and the	specified in Article 8.03.1(i) and Article
Office of the Executive Director,	8.03.4.
Faculty Relations shall be the only	
parties to receive a copy.	8.03.3Notwithstanding 8.02.1, 8.03.1 and
	8.03.2, it is understood that the employer
(ii) The Letter of Warning shall state	retains the right, in exceptional
that discipline may be considered, in	circumstances, to discipline an employee for
accordance with the procedures	just cause without having first issued such a
herein contained, following a	Letter of Warning written warning, subject
repetition of the act or omission which	to Articles 6 and 7 and to the procedures
is the subject matter of the complaint	outlined below.
and/or, where the complaint concerns	
the standard of the employee's work,	
if the employee fails to bring their	8.03.4 It is further understood that the
work up to a reasonable standard by	employer is not precluded by this article from
a given date. Such date shall give the	relying on and introducing as evidence at

employee reasonable opportunity to	any stage of the grievance and arbitration
correct the problem(s) referred to in	procedure the employee's previous
the Letter of Warning.	disciplinary record. Any relevant warnings
	previously issued can only be introduced as
(iii) The decision to send a Letter of	evidence that the employee has received
Warning [taken per 8.03.1(ii)(c)] shall	Notice as specified in 8.03.1 (ii).
not be construed as discipline and	
shall not form part of the employee's	
disciplinary record, and cannot be	8.04.1 STEP THREE: DISCIPLINE
used against an employee in any	MEETING
decision made with respect to their	Prior to imposing discipline, and within
present or future employment, other	fourteen days of becoming aware of
than as specified in Article 8.03.1(i)	circumstances which, in their opinion,
and Article 8.03.4.	provide prima facie grounds for disciplinary
	action, the Dean or their designate shall
8.03.3 Notwithstanding 8.02.1,	notify the employee and the union in writing
8.03.1, and 8.03.2, it is understood	of the time and place of a meeting to discuss
that the employer retains the right, in	the matter and shall advise the employee of
exceptional circumstances, to	their right to union representation. Such
discipline an employee for just cause	notice shall contain sufficient information
without having first issued such a	and details of the complaint to enable the
written warning, subject to Articles 6	employee to make adequate response to the
and 7 and to the procedures outlined	allegations.
below.	8.04.2 NOTIFICATION OF ACTION
	The Dean or designate:
8.03.4 It is further understood that the	The Dealt of designate.
employer is not precluded by this	(i) shall within fourteen days of such meeting
article from relying on and introducing	advise the employee in writing, with a copy
as evidence at any stage of the	to the union, of their decision, and shall
grievance and arbitration procedure	include the reasons for such decision if
the employee's previous disciplinary	disciplinary action is to be taken;
record. Any relevant warnings	
previously issued can only be	(ii) shall, where the discharge or the suspension without pay of the employee is
introduced as evidence that the	being considered, delay the imposition of
employee has received Notice as	
specified in 8.03.1 (ii).	discipline for seven calendar days (pro-rated
	for the sessions other than fall/winter, but
8.04.1 STEP THREE: DISCIPLINE	not fewer than three working days), on
MEETING	request from the union and/or the employee.
Prior to imposing discipline, and	
within fourteen days of becoming	8.05 It is agreed that the employer has the
aware of circumstances which, in	right in exceptional circumstances to
their opinion, provide prima facie	suspend an employee during the period of

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.	 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.
8.04.2 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.	 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.
 8.05 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 	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 <u>warranted</u> 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

period of twenty-four months from the	attend pre-disciplinary (per 8.03.1) or
date of the warning or discipline.	disciplinary (per 8.04.1) hearings.
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 they wish to grieve their discharge, it may be initiated directly at Step Four. In either case, the grievance shall be presented within	(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.
fourteen calendar days of the date of the letter provided for in 8.04.2 (i).	(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.
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	[July 31, 2023, appendix attached to article 8] APPENDIX C LETTERHEAD
withheld by either party. 8.09 (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.	(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
The member in a supervisory capacity shall refer all complaints in which discipline may be indicated to their immediate supervisor (e.g., the Chair). The employer retains the right	as <i>(Position)</i> in the course <i>(Number & Title)</i> in the <i>(Specify)</i> academic session. The allegations contained in the
to interview the member prior to proceeding further.	complaint(s) <u>/concerns</u> are summarized as follows:
(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.	In accordance with Article 8, I am scheduling a meeting to discuss this matter with you for (<i>Date</i>) 20at (<i>time</i>) a.m./p.m. in room (<i>Number & Building</i>). If it is not convenient for you to attend at this time,
(iii) No bargaining unit member in a supervisory capacity shall be held responsible for the act or omission	please contact my office immediately at (<i>Telephone #</i>) to arrange an alternative time.

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.	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

	UNIT 1 PROPOSALS					
Pro pos al #	Article # Title	CA Language 2020–23	Change	CUPE Latest Proposal	ER Latest Proposal	

	UNIT 2 PROPOSALS				
Pro Dos al#	Article # Title	CA Language 2020–23	Change	CUPE Latest Proposal	ER Latest Proposal
oos		 LETTER OF UNDERSTANDING SEVERANCE Upon application, an individual who meets the following criteria: minimally, has applied per "normal" historical application profile and was available for appointment to those positions and was appointed to 50% or less of their average course load over that 10 year period. does not hold a full-time position at York University or elsewhere at the time of application for unit 2 work nor in the year preceding (not including persons on a leave of absence under Article 15.15, or as a CLA in YUFA): has held at least an average of two Type 1 or equivalent positions per year over the last 10 years and has held at least one Type 1 or equivalent 	Limit detrimental effect of leaves on severance eligibility	 [18 October 2023] LETTER OF UNDERSTANDING SEVERANCE Upon application, an individual who meets the following criteria: minimally, has applied per "normal" historical application profile and was available for appointment to those positions and was appointed to 50% or less of their average course load over that 10 year period. does not hold a full-time position at York University or elsewhere at the time of application for unit 2 work nor in the year preceding (not including persons on a leave of absence under Article 15.15, or as a CLA in YUFA): has held at least an average of two Type 1 or equivalent positions per year over the last 10 years and has held at least one 	
		position in eight of the last 10 years immediately preceding the severance years. shall receive 3/35 of the grid rate in the severance year for the position of course director for each year of service in which the employee held at least one Type 1 or equivalent position in the bargaining unit.		Type 1 or equivalent position in eight of the last 10 years immediately preceding the severance years. shall receive 3/35 of the grid rate in the severance year for the position of course director for each year of service in which the employee held at least one Type 1 or equivalent position in the bargaining unit.	

	For clarity, leaves of absences related
	to a Human Rights Code-based ground
	and/or the Employment Standards Act
	("Protected Leaves of Absence") taken
	during the 10 years immediately
	preceding the severance years will be
	expressly excluded from the 10-year
	term criteria.
	Where an individual would meet the 10-
	year requirement but for their
	Protected Leaves of Absences, the
	period of their Protected Leaves of
	Absence will not disentitle the
	individual from becoming eligible for
	severance. Instead, the individual's
	eligibility for severance shall be
	determined absent the duration of the
	Protected Leaves of Absence.

	UNIT 3 PROPOSALS					
Pro pos al #	Article # Title	CA Language 2020–23	Change	CUPE Latest Proposal	ER Latest Proposal	
45.	10.02 REMUN ERATIO N FOR GRADU ATE ASSIST ANTS	Pursuant to Articles 10.08 (GA Financial Assistance) and 10.09 (Summer Assistance) below, eligible employees holding a Graduate Assistantship who are registered full time and pay fees in the Fall, Winter and Summer Terms in the 2019-2020 academic session will receive, in addition to their Graduate Assistantship salary, non-taxable funding up to the amounts set out in the table below. [TABLE]	Clarification of language	[September 27, 2023] 10.02.1 Pursuant to Articles 10.08 (GA Financial Assistance), 10.09 (Summer Assistance), and Article 20 (GA Bursary Fund) below, eligible employees who are not in the priority pool holding a Graduate Assistantship in any term who are registered full time and pay fees-in the Fall, Winter and Summer Terms in the 2019-2020 academic session will receive, in addition to their Graduate Assistantship salary, non-taxable funding up to the amounts set out in the table below. [TABLE] 10.02.2 Bargaining unit members who are part of the priority pool (see article 12.03 of the Unit 1 collective agreement) will receive their funding adjustments in equal monthly installments and be refunded to the member's bank account by the 25th of each month. [TABLE]		
46.	10.03 POSTIN GS (Priority for master's students)	[<u>NEW]</u>	Prioritizing hiring of MA students as GAs	[September 27, 2023] <u>The employer commits to prioritize the</u> <u>hiring of qualified Master's students for</u> <u>available GA postings.</u>		
47.	10.03	Except as otherwise provided in the	Include	[August 29, 2023]		

GS the hiring unit on a site accessible to employees and the Union. The following posting deadlines shall apply other than in exceptional circumstances: Value of the contract in the posting with posting shall be clearly labelled as Unit 3 and shall identify: (i) the duties, responsibilities and tasks; (ii) reasonable qualifications of the position; (iii) the number of hours of the contract in the position; (iii) the number of hours of the contract in the position; (iii) the number of hours of the contract in the position; (iii) the number of hours of the contract in the position; (iii) the number of hours of the contract in the position; (iii) the position will partially or fully satisfy the position for whom the position will partially or fully satisfy the applicant's funding commitment from the University. Calcelive Agreement, all positions in Unit 3 shall be clearly labelled as Unit 3 and shall identify: (i) the duties, responsibilities and shall identify: (ii) the duties, responsibilities and shall identify: (iii) the number of hours of the GAship; (iv) the start and end date of the GAship; (iv) application deadline; Gaship contracts (iv) fundicate whether priority in the assignment of the position will partially or fully satisfy the applicant's funding commitment from the university. All appointments shall be made from and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position. All appointments shall be made from among the applicants who meet the qualifications.	 DOOTIN	Collective Agreement, all positions in	total		
amployees and the Union. The following posting deadines shall apply other than in exceptional circumstances:3 shall be electronically posted by the 	POSTIN GS	Unit 3 shall be electronically posted by the hiring unit on a site accessible to	monetary value of the	Except as otherwise provided in the Collective Agreement, all positions in Unit	
following posting deadlines shall apply other than in exceptional circumstances:the posting employees and the Union. The following posting deadlines shall apply other than in exceptional circumstances:July 1st for positions scheduled to begin in September; November 1st for positions scheduled to begin in May.July 1st for positions scheduled to begin in September; November 1st for positions scheduled to begin in May.GAship postings shall be clearly 					
circumstances:posting deadlines shall apply other than in exceptional circumstances:July 1st for positions scheduled to begin in September; November 1st for positions scheduled to begin in January; and March 1st for positions scheduled to begin in January; and March 1st for positions scheduled to begin in January; and March 1st for positions scheduled to begin in January; and March 1st for positions scheduled to begin in January; and March 1st for positions scheduled to begin in January; and March 1st for positions scheduled to begin in May.GAship postings shall be clearly labelled as Unit 3 and shall identify: (i) the duties, responsibilities and tasks; (ii) reasonable qualifications of the position; (iii) the number of hours of the GAship; (iv) the start and end date of the position will partially or fully satisfy the applicants for whom the position will partially or fully satisfy the applicants for these positions must complete an applicants for these positions must complete an applicants for the position will partially or fully satisfy the applicants for these position mand submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.Posting shall indicate whether priority in the assignment of the position submit a curriculum vitae, if required by the unit, for consideration by each hiring unit			the posting	hiring unit on a site accessible to	
July 1st for positions scheduled to begin in September; November 1st for positions scheduled to begin in January; and March 1st for positions scheduled to begin in May. July 1st for positions scheduled to begin in September; November 1st for positions scheduled to begin in May. GAship postings shall be clearly labelled as Unit 3 and shall identify: Gaship postings shall be clearly (i) the dutes, responsibilities and tasks; Gaship postings shall be clearly labelled as Unit 3 and shall identify: (ii) reasonable qualifications of the position; Gaship; (iii) the number of hours of the GAship; (iv) the start and end date of the GAship; (v) the start and end date of the GAship; (iv) financial value of the contract; (v) opplication deadline; Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the position will be given to applicants for whom the position will be given to applicants for whom the position will be given to applicants for whom the position will be given the university. All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hring unit in which they seeks a position. All appointments shall be made from All appointments shall be made from All appointments shall be made from among the applicants who meet the qualifications.					
July 1st for positions scheduled to begin in September; November 1st for positions scheduled to begin in January; and March 1st for positions scheduled to begin in May.July 1st for positions scheduled to begin in September; November 1st for positions scheduled to begin in May.GAship postings shall be clearly labelled as Unit 3 and shall identify: tasks; (ii) reasonable qualifications of the position; (iii) the number of hours of the GAship; (iii) the number of hours of the GAship; (iv) the start and end date of the GAship; (iv) the start and end date of the GAship; (v) application deadline;Gaship costings shall be clearly (as Unit 3 and shall identify: easonable qualifications of the position; (iii) the number of hours of the GAship; (v) application deadline;(ii) the auties, responsibilities and tasks; (ii) the number of hours of the GAship; (v) application deadline;(iii) the number of hours of the GAship; (v) the start and end date of the GAship; (v) application deadline;Postings shall indicate whether priority in the assignment of the position will partially or fully satisfy the applicants for these positions must complete an applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.All appointments shall be made from audig the partially consideration by each thing unit in which they seeks a position.All appointments shall be made from application form hiring unit in which they seeks a position.All appointments shall be made from augifications.		circumstances:			
begin in September; November 1st for positions scheduled to begin in January; and March 1st for positions scheduled to begin in May. September; November 1st for positions scheduled to begin in May. GAship postings shall be clearly labelled as Unit 3 and shall identify: (i) the duties, responsibilities and tasks; (ii) reasonable qualifications of the position; (iii) the number of hours of the position; (iii) the start and end date of the GAship; (v) application deadline; GAship postings shall be clearly labelled as Unit 3 and shall identify: (ii) the duties, responsibilities and tasks; (ii) reasonable qualifications of the position; (iii) the number of hours of the GAship; (v) application deadline; GAship postings shall be clearly labelled as Unit 3 and shall identify: (ii) the duties, responsibilities and tasks; (ii) reasonable qualifications of the position; (iii) the number of hours of the GAship; (v) application deadline; Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the position will partially or fully satisfy the applicants for drug commitment from the University. Postings shall indicate whether priority in the asplicants for these positions must complete an application form and submit a curriculum witae, if required by the unit, for consideration by each hiring unit in which they seeks a position. All appointments shall be made from auging the applicants who meet the qualifications.		July 1st for positions scheduled to		exceptional circumstances.	
January; and March 1st for positions scheduled to begin in May.scheduled to begin in January; and March 1st for positions scheduled to begin in May.GAship postings shall be clearly labelled as Unit 3 and shall identify: (i) the duties, responsibilities and tasks; (ii) reasonable qualifications of the position; (iii) the number of hours of the GAship; (iv) the start and end date of the GAship; (iv) application deadline;Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the position will partially or fully satisfy the applicant's funding commitment from the University.Postings shall indicate whether priority in the assignment of these positions must complete an application from and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.Postings shall be made from among the applicants who meet the qualifications.				July 1st for positions scheduled to begin in	
scheduled to begin in May. 1st for positions scheduled to begin in May. GAship postings shall be clearly labelled as Unit 3 and shall identify: GAship postings shall be clearly labelled as Unit 3 and shall identify: (i) the duties, responsibilities and tasks; (ii) reasonable qualifications of the position; GAship postings shall be clearly labelled as Unit 3 and shall identify: (ii) reasonable qualifications of the position; (iii) the number of hours of the GAship; (iii) the number of hours of the GAship; (iii) the start and end date of the GAship; (iv) financial value of the contract; (iv) financial value of the contract; (v) application deadline; Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the position will be given to applicants for whom the position will be given to applicants for whom the position will be given to applicants for whom the position will be given to applicants for whom the position will partially or fully satify the applicant's funding commitment from the University. All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position. All appointments shall be made from among the applicants who meet the qualifications.		positions scheduled to begin in		September; November 1st for positions	
May.GAship postings shall be clearly labelled as Unit 3 and shall identify: (i) the duties, responsibilities and tasks; (ii) reasonable qualifications of the position; (iii) the number of hours of the GAship; (iv) the start and end date of the GAship; (v) application deadline;GAship postings shall be clearly labelled as Unit 3 and shall identify: (i) the duties, responsibilities and tasks; (ii) the number of hours of the gAship; (v) the start and end date of the GAship; (v) application deadline;May.Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.Posting shall indicate whether priority in the assignment of the position will position will partially or fully satisfy the applicant's funding commitment from the University.Postings shall indicate whether priority in the asplicant's funding commitment from the University.All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.All appointments shall be made from among the applicants who meet the qualifications.All appointments shall be made from among the applicants who meet the qualifications.All appointments shall be made from among the applicants who meet the qualifications.					
GAship postings shall be clearly labelled as Unit 3 and shall identify: (i) the duties, responsibilities and tasks; (ii) reasonable qualifications of the position; (iii) the number of hours of the GAship; (iii) the number of hours of the GAship; (iv) the start and end date of the GAship; (v) application deadline;GAship position; (ii) the start and end date of the GAship; (iv) the start and end date of the GAship; (v) application deadline;GAship; (iii) the number of hours of the GAship; (iv) financial value of the contract; (iv) financial value of the contract; (v) application deadline;Postings shall indicate whether priority in the assignment of the position will position will partially or fully satisfy the applicant's funding commitment from the University.Postings shall indicate whether priority in the assignment of the spositions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.All appointments shall be made from among the applicants who meet the qualifications.All appointments shall be made from among the applicants shall be made from among the applicants who meet the qualifications.All appointments shall be made from among the applicants who meet the qualifications.		scheduled to begin in May.			
Iabelled as Unit 3 and shall identify: (i) the duties, responsibilities and tasks; (ii) reasonable qualifications of the position; (iii) the number of hours of the GAship; (iv) the start and end date of the GAship; (v) application deadline;GAship; (iii) the number of hours of the GAship; (iv) the start and end date of the GAship; (v) application deadline;GAship; (iv) the start and end date of the GAship; (v) application deadline;Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.Postings shall indicate in whome the qualifications for whom the dapplicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.All appointments shall be made from among the applicants who meet the qualifications.All appointments shall be made fromAll appointments shall be made from among the applicants who meet the qualifications.All appointments shall be made from among the applicants who meet the qualifications.		GAshin postings shall be clearly		May.	
(i) the duties, responsibilities and tasks;as Unit's and shall identify: (i) the duties, responsibilities and tasks; (ii) reasonable qualifications of the position; (iii) the number of hours of the GAship; (iv) the start and end date of the GAship; (v) application deadline;as Unit's and shall identify: (i) the duties, responsibilities and tasks; (ii) reasonable qualifications of the position; (iii) the number of hours of the Contract; (iv) financial value of the position will be given to application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.Posting shall identify: (i) the dutes, if required by the unit, for consideration by each hiring unit in which they seeks <u>seek</u> a position.All appointments shall be made from among the applicants who meet the qualifications.All appointments shall be made from among the applicants who meet the qualifications.				GAship postings shall be clearly labelled	
(ii) reasonable qualifications of the position;(ii) reasonable qualifications of the position;(iii) the number of hours of the GAship;(ii) the number of hours of the GAship;(iv) the start and end date of the GAship;(iv) financial value of the contract; (iv) the start and end date of the GAship;(v) opplication deadline;(iv) financial value of the contract; (v) application deadline;Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the position will partially or fully satisfy the applicant's funding commitment from the University.Postings shall indicate whether priority in the unit, for consideration by each hiring unit in which they seeks a position.All appointments shall be made fromAll appointments shall be made from					
position; (iii) the number of hours of the GAship; (iv) the start and end date of the GAship; (iv) application deadline;position; (iii) the number of hours of the GAship; (iv) financial value of the contract; (iv) financial v					
(iii) the number of hours of the GAship; (iv) the start and end date of the GAship; (v) application deadline;(iii) the number of hours of the GAship; (iv) financial value of the contract; (iv) financial value of the contract; (iv)(vi) application deadline;Postings shall indicate whether priority in the basignment of the position will partially or fully satisfy the applicant's for whom the position will partially or fully satisfy the applicant's for these positions must complete an application					
GÅship; (iv) the start and end date of the GAship; (v) application deadline;(iv) financial value of the contract; (4)(vi) the start and end date of the GAship; (v) application deadline;Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the position will partially or fully satisfy the applicant's funding commitment from the University.Postings shall indicate whether priority in the University.All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.All appointments shall be made fromAll appointments shall be made fromAll appointments shall be made from qualifications.All appointments shall be made from among the applicants who meet the qualifications.					
(iv) the start and end date of the GAship; (v) application deadline;(iv)(v) the start and end date of the GAship; (v)(vi) application deadline;Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the applicant's funding commitment from the University.Postings shall indicate whether priority in the assignment of the position will partially or fully satisfy the applicant's funding commitment from the University.Postings shall indicate whether priority in the assignment of the position will partially or fully satisfy the applicant's funding commitment from the University.All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.All appointments shall be made from among the applicants who meet the qualifications.All appointments shall be made fromAll appointments shall be made from					
(v) application deadline; (v)(vi) application deadline; Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the position will partially or fully satisfy the applicant's funding commitment from the University. Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the position will partially or fully satisfy the applicant's funding commitment from the University. All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position. All appointments shall be made from among the applicants who meet the qualifications.					
Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the position will partially or fully satisfy the applicant's funding commitment from the University.Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the partially or fully satisfy the applicant's for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.Postings shall indicate whether priority in the assignment of the position will partially or fully satisfy the applicant's funding commitment from the University.All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.All appointments shall be made from among the applicants who meet the qualifications.					
 in the assignment of the position will be given to applicants for whom the position will partially or fully satisfy the applicant's funding commitment from the University. All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position. All appointments shall be made from the assignment of the position will be given to applicant's funding commitment from the University. the assignment of the position will be given to applicant's for whom the position will partially or fully satisfy the applicant's funding commitment from the University. All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position. All appointments shall be made from 		(v) application deadline;		(v)(vi) application deadline;	
 be given to applicants for whom the position will partially or fully satisfy the applicant's funding commitment from the University. All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position. All appointments shall be made from All appointments shall be made from 					
position will partially or fully satisfy the applicant's funding commitment from the University.partially or fully satisfy the applicant's funding commitment from the University.All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.All applicants for these positions must curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.All appointments shall be made from among the applicants who meet the qualifications.					
applicant's funding commitment from the University.funding commitment from the University.All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.All appointments shall be made from among the applicants who meet the qualifications.					
the University.All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.All appointments shall be made fromAll appointments shall be made from qualifications.					
All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.All appointments shall be made fromAll appointments shall be made from qualifications.				funding communent from the envelopy.	
complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks seek All appointments shall be made from qualifications.curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks seek a position.					
submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seeks a position.consideration by each hiring unit in which they seeks seeks seeks seeks a position.All appointments shall be made from All appointments shall be made from qualifications.All appointments who meet the qualifications.					
by the unit, for consideration by each hiring unit in which they seeks a position. they seeks seek a position. All appointments shall be made from All appointments who meet the qualifications.					
hiring unit in which they seeks a position. All appointments shall be made from among the applicants who meet the qualifications.					
position. All appointments shall be made from among the applicants who meet the qualifications. All appointments shall be made from qualifications.				a position.	
All appointments shall be made from qualifications.				All appointments shall be made from	
				among the applicants who meet the	
				qualifications.	
among the applicants who meet the		among the applicants who meet the			

	qualifications. Hiring Units will make available a common application form or template (hard copy or electronic).		Hiring Units will make available a common application form or template (hard copy or electronic).	
48. 10.3 POST GS <u>Appe ix E</u>		Added appendix with copy of Offer of Appointmen t letter	[August 29, 2023 See also, copy of Appendix E at bottom] APPENDIX E GRADUATE ASSISTANTSHIP – OFFER OF APPOINTMENT YORK UNIVERSITY Dear : Date: Date: On behalf of the Dean, I am pleased to offer you an appointment as teaching assistant as outlined below, in: Hiring Unit Faculty 1. Position Title *No. of Assignments/Hours Article 10.02 Session Base Total Vacation Pay **Grant in Aid	

			Total Value of All Contracts:	
			<u>contracts.</u>	
			*The general terms and conditions of	
			your appointment, including salary and	
			provision for cancellation of	
			appointments, are as set out in the	
			current collective agreement between	
			York University and the Canadian	
			Union of Public Employees, Local 3903. In particular please read Article 10.01	
			for elaboration on your graduate	
			assistantship and hours of work.	
			• • • • • •	
			If you accept this offer of appointment,	
			please complete, sign, and promptly	
			return the attached copy of this form to	
			me. (Any delay in responding may delay your first salary payment.)	
			delay your mist salary payment.	
			Yours Sincerely,	
			<u>Chairperson</u>	
			THIS OFFER IS CONDITIONAL ON FACULTY OF GRADUATE STUDIES	
			APPROVAL AND THE APPOINTEE'S	
			RETENTION OF FULL-TIME GRADUATE	
			STUDENT STATUS AFTER	
			REGISTERING FOR THE SEMESTER IN	
			WHICH THE CONTRACT IS OFFERED.	
40	45.00		[August 20, 2022]	
49.	15.02 WRITT	15.02 WRITTEN NOTICE OF ASSIGNMENT	[August 29, 2023] 15.02 WRITTEN OFFER OF	
	EN		APPOINTMENT NOTICE OF	
	OFFER	When a full-time graduate student is	ASSIGNMENT	
	OF	hired for a full graduate assistantship,		
	APPOI	it is understood that their will not be	When a full-time graduate student is hired	
	NTMEN	required to work more than an	for a full graduate assistantship, it is	
	I	average of ten hours per week over	understood that <u>they</u> their will not be	
	NOTICE	the academic session to a total of not	required to work more than an average of	
	OF ASSIGN	more than 270 hours. If a fractional	ten hours per week over the academic session to a total of not more than 270	
	HUIGEA	graduate assistantship is assigned,		

MENT	the work requirements shall be	hours. If a fractional graduate
	adjusted accordingly.	assistantship is assigned, the work
		requirements shall be adjusted
	Once the graduate program director,	accordingly.
	normally in conjunction with FGS,	
	has determined the GA assignment,	Once the graduate program director,
	the GA will be notified in writing of	normally in conjunction with FGS, has
	the assignment, normally no later than	determined the GA appointment,
	three weeks after the deadline for	assignment the GA will be notified in
	registration in the relevant term. The	writing of the appointment assignment,
	notice will include the number of	normally no later than three weeks after
	hours, the name of the supervisor and	the deadline for registration in the relevant
	the responsibilities.	term. The notice will include the number of
		hours, the name of the supervisor and the
	Anyone assigned to positions three	responsibilities.
	weeks after the deadline for	
	registration will have GA hours	Anyone assigned to positions three weeks
	proportionally reduced without any	after the deadline for registration will have
	reduction in pay.	GA hours proportionally reduced without
		any reduction in pay.
		15.02.1
		Appointments shall be made in writing
		by a letter or letters similar to the "Offer
		of Appointment" form contained in
		Appendix E. If the appointee accepts
		the offer, they shall sign and return it
		to the hiring unit. A Revenue Canada
		TD1 form shall be included with the first
		"Offer of Appointment" sent to an
		employee for each academic session.
		<u>15.02.2</u>
		(i) When practicable, offers of
		appointment for the Fall/Winter session
		will be issued by July 7.
		(ii) When practicable, offers of
		appointment for the Winter session will
		be made by December 1.
		(iii) When practicable, offers of
		appointment for the Summer Session
		will be made by April 1.

50.	15.05 APPOIN TMENT DATES	Appointment dates will normally be effective as of the beginning of the relevant term or terms in which the GA is assigned.	Clarification of language	[September 27, 2023] Appointment dates will normally be effective as of the beginning of the relevant term or terms in which the GA is assigned. <u>Based on the requirements of</u> <u>the position, a half GA'ship may be</u> <u>assigned over more than one term in an</u> <u>academic year. Similarly a full GA'ship</u> <u>may be assigned over more than two</u> <u>terms in an academic year.</u>	
51.	20 GA BURSA RY FUND	For 2008-2009 the GA Bursary Fund will be \$235,000 and effective September 1, 2009 it will be increased to \$275,000. The first priority in the allocation of monies from this fund is to assist graduate visa students, on the basis of need, with the payment of UHIP premiums. Disbursement of bursary monies will occur on April 30 of the contract year. The terms of eligibility and criteria will be determined by a committee comprised of two members of the union selected by CUPE, one full-time faculty member selected by the employer, and the Dean of Graduate Studies or designate. The committee will also decide upon the distribution of the bursary based upon the terms of eligibility and criteria of the bursary.	Adding new use for GA bursary fund for members not in the priority pool	[September 27, 2023] For 2008-2009 the GA Bursary Fund will be \$235,000 and effective September 1, 2009 it will be increased to \$275,000. The first priority in the allocation of monies from this fund is to assist graduate visa students, on the basis of need, with the payment of UHIP premiums. Disbursement of bursary monies will occur on April 30 of the contract year. The terms of eligibility and criteria will be determined by a committee comprised of two members of the union selected by CUPE, one full-time faculty member selected by the employer, and the Dean of Graduate Studies or designate. The committee will also decide upon the distribution of the bursary based upon the terms of eligibility and criteria of the bursary.	
52.	Article	[NEW]	To place the	[October 18, 2023:]	
	<u>27</u>		GAT Fund in the body of	The University will implement a Graduate Assistant Assignment Protocol that will	
	GRADUA		the CA	incentivize research at the University and the	
	<u>TE</u>			provision of high-quality training	

	ASSISTA			opportunities for graduate students, in	
				accordance with the protocol outlined in the	
	TRAININ			Letter of Agreement: Graduate Assistant	
50	G FUND		1	Training Fund.	
53.	LETTER	LETTER OF UNDERSTANDING	Increase	[October 18, 2023:]	
	OF	GRADUATE ASSISTANT TRAINING FUND	GAT Fund.		
	AGREEM			LETTER OF AGREEMENT UNDERSTANDING	
	ENT:	1. The University will implement a	Open up the	GRADUATE ASSISTANT TRAINING FUND	
	GRADUA	Graduate Assistant Assignment	application		
	TE	Protocol that will support the	to all	1. The University will implement a Graduate	
	ASSISTA	incentivization of research at the	principal	Assistant Assignment Protocol that will	
	NT	University and the provision of	investigators	support the incentivization of research at the	
	TRAININ	high-quality training	and other	University and the provision of high-quality	
	G FUND	opportunities in research for	hiring units.	training opportunities in research for	
		graduate students.		graduate students.	
			Adding a		
		2. In order to provide the amount	second	2. In order to provide the amount of funding	
		of funding set out at Paragraph 3	application	set out at Paragraph 3 below, in each of the	
		below, in each of the years	call for	years September 1, 2021 to August 31, 2022	
		September 1, 2021 to August 31,	unallocated	and September 1, 2022 to August 31, 2023,	
		2022 and September 1, 2022 to	grants	the amount of \$140,000 will be transferred	
		August 31, 2023, the amount of		from the Graduate Assistant Bursary Fund to	
		\$140,000 will be transferred		the Graduate Assistant Training Fund, thus	
		from the Graduate Assistant		reducing the Graduate Assistant Bursary Fund	
		Bursary Fund to the Graduate		by \$140,000.	
		Assistant Training Fund, thus			
		reducing the Graduate Assistant		2. Effective September 2024, -3. In each of	
		Bursary Fund by \$140,000.		the years September 1, 2021 to August 31,	
				2022 and September 1, 2022 to August 31,	
		3. In each of the years September		2023 the University will offer a Graduate	
		1, 2021 to August 31, 2022 and		Assistant Training ("GAT") Fund that will	
		September 1, 2022 to August 31,		support the ation of incentivize research at	
		2023 the University will offer a		the University and the provision of high-	
		Graduate Assistant Training		quality training opportunities in research for	
		("GAT") Fund that will support		graduate students. working with a full-time	
		the incentivization of research at		faculty member. The amount available in the	
		the University and the provision		GAT Fund in each year will be \$220,000 which	
		of high-quality training		will be made up of \$140,000 transferred from	
		opportunities in research for		the Graduate Assistant Bursary Fund plus an	
		graduate students working with		additional \$80,000. Up to 40 <u>Eighty</u> individual	
		a full-time faculty member. The		grants will be made to cover the cost of the	

amount available in the GAT	hired GAsallocations to full-time faculty
Fund in each year will be	members who make an application under this
\$220,000 which will be made up	fund will be provided per contract year with a
of \$140,000 transferred from the	value of \$5,500.
Graduate Assistant Bursary Fund	
plus an additional \$80,000. Up to	43. In order to receive GAT Funds principal
40 individual allocations to	investigators, hiring units, or organized
eligible full-time faculty	research units a full-time faculty member
members who make an	must:
application under this fund will	a. Be in receipt of external research funding;
be provided per contract year	b. <u>a.</u> Commit to hiring a Graduate Assistant in
with a value of \$5,500.	order to have GAT Funds provisionally
4. In order to receive GAT Funds a	identified for their use; and
full-time faculty member must:	b. Commit to prioritizing the hiring of
a. Be in receipt of	qualified Masters' students where available;
external	and
research	c. Have executed a contract for a Graduate
funding;	Assistant in order to receive the GAT Funds.
b. Commit to	
hiring a	5. <u>4.</u> The University will provide CUPE 3903
Graduate	Unit 3 with a report on GAT Fund allocations
Assistant in	by no later than November 1 for the Fall term,
order to have	March 1 for the Winter term and July 1 for the
GAT Funds	Summer term, commencing on November 1,
provisionally	2021.
identified for	
their use; and	6. <u>5.</u> The GAT Fund shall be administered by
c. Have executed	the Faculty of Graduate Studies and the
a contract for a	Faculty Relations Office, which have
Graduate	established a non-competitive equitable
Assistant in	process for the distribution of the GAT Fund in
order to	accordance with the criteria for receiving
receive the	funds per Paragraph 4 a, b and c above. The
GAT Funds.	allocation process is as follows:
	a. An invitation to apply for the GAT Fund will
5. The University will provide CUPE	be issued from the Faculty of Graduate
3903 Unit 3 with a report on GAT	Studies ("FGS")-to all full-time faculty
Fund allocations by no later than	members, with the advice that the GAT Fund
November 1 for the Fall term,	is first come, first serve <u>, on or before October</u>
March 1 for the Winter term and	1st for the first call and February 1st for the
July 1 for the Summer term,	second call.

commencing on November 1, 2021.

- 6. The GAT Fund shall be administered by the Faculty of Graduate Studies and the Faculty Relations Office, which have established a non-competitive equitable process for the distribution of the GAT Fund in accordance with the criteria for receiving funds per Paragraph 4 a, b and c above. The allocation process is as follows:
 - An invitation to apply for the GAT Fund will be issued from the Faculty of Graduate Studies ("FGS") to all full-time faculty members, with the advice that the GAT Fund is first come, first serve,
 - Full-time faculty members will be required to complete an application form and submit the form to FGS.
 - c. FGS will review applications for eligibility.
 - d. Successful applicants shall execute a contract for a Graduate Assistant
 - e. Following the execution of the contract between the successful applicant and the Graduate Assistant, FGS shall transfer funds to the successful applicant.

and submit the form to FGS. c. FGS will review applications for eligibility. d. Successful applicants shall execute a contract for a Graduate Assistant <u>before</u> January 15 for the first call and June 30 for the second call. e. Following the execution of the contract between the successful applicant and the Graduate Assistant, FGS shall transfer funds to the successful applicant.

b. Applicants Full-time faculty members will

be required to complete an application form

f. Any grants not allocated by January 15 for the first call will be rolled into the second call. Any grants from the second call not spent by June 30th will be rolled into additional positions for the call for the next academic year.

7. Where a full-time graduate student is hired as a Graduate Assistant using GAT Fund incentive money provided for through this Letter of AgreementUnderstanding this will be deemed to be employment in connection with financial assistance from the University.

8. In each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023 the parties may agree to increase the value of each individual incentive (i.e., above \$5,500) using unspent GAT Funds from previous years, including from the 2017-20 collective agreement.

9. <u>6.</u> GAT Funds will not be used to offset the cost of a GAship offered as a workplace accommodation.

10. This letter of Understanding shall be placed in the 2020-23 collective agreement booklet and shall form part of the 2020-23

- 7. Where a full-time graduate student is hired as a Graduate Assistant using GAT Fund incentive money provided for through this Letter of AgreementUnderstanding this will be deemed to be employment in connection with financial assistance from the University.
- In each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023 the parties may agree to increase the value of each individual incentive (i.e., above \$5,500) using unspent GAT Funds from previous years, including from the 2017-20 collective agreement.
- 9. GAT Funds will not be used to offset the cost of a GAship offered as a workplace accommodation.
- 10. This letter of Understanding shall be placed in the 2020-23 collective agreement booklet and shall form part of the 2020-23 collective agreement. It will expire with the expiration of the 2020-23 collective agreement and shall be removed from the collective agreement booklet for the subsequent renewal collective agreement unless this Letter of Understanding is renewed by the parties.

collective agreement. It will expire with the expiration of the 2020-23 collective agreement and shall be removed from the collective agreement booklet for the subsequent renewal collective agreement unless this Letter of Understanding is renewed by the parties.

The University will implement a Graduate Assistant Assignment Protocol that will support the incentive of research at the University.

The University will implement a Graduate Assistant Assignment Protocol that will support the incentive of research at the University.		
--	--	--

[NEW appendix for U3 10.3 above]

APPENDIX E GRADUATE ASSISTANTSHIP – OFFER OF APPOINTMENT YORK UNIVERSITY

Dear : _____ Date: _____

On behalf of the Dean, I am pleased to offer you an appointment as teaching assistant as outlined below, in:

Hiring Unit ______ Faculty_____

1. Position Title ______*No. of Assignments/Hours ______ Article 10.02

Session ______ Base Total_____ Vacation Pay **Grant in Aid

It should be understood that this offer in total consists of full graduate assistantship(s)*

Total Value of All Contracts:______.

*The general terms and conditions of your appointment, including salary and provision for cancellation of appointments, are as set out in the current collective agreement between York University and the Canadian Union of Public Employees, Local 3903. In particular please read Article 10.01 for elaboration on your graduate assistantship and hours of work.

If you accept this offer of appointment, please complete, sign, and promptly return the attached copy of this form to me. (Any delay in responding may delay your first salary payment.)

Yours Sincerely, _____

Chairperson

THIS OFFER IS CONDITIONAL ON FACULTY OF GRADUATE STUDIES APPROVAL AND THE APPOINTEE'S RETENTION OF FULL-TIME GRADUATE STUDENT STATUS AFTER REGISTERING FOR THE SEMESTER IN WHICH THE CONTRACT IS OFFERED.

	EMPLOYER Proposals				
Pro pos al #	Article # Title	CA Language 2020–23	Change	CUPE Latest Proposal	ER Latest Proposal
54.	ALL UNITS Unit 1 – 10.09 Unit 2 – 10.08 Unit 3 – 10.04 VACATI ON PAY	VACATION PAY All members of the bargaining unit shall be entitled to an additional percentage of their salary as vacation pay. For those employees who have less than five years of cumulative service, vacation pay shall be 4%. For those who five or more cumulative years of service they will receive vacation pay of 6%. Vacation pay shall be calculated, identified separately, and included as part of an employee's regular monthly salary payment unless the employee requests in writing at the time they is appointed that their vacation pay be included in the last regular monthly salary payment.	ER: eliminates employees' option of having vacation pay included all at end of contract		[August 17, 2023] VACATION PAY All members of the bargaining unit shall be entitled to an additional percentage of their salary as vacation pay. For those employees who have less than five years of cumulative service, vacation pay shall be 4%. For those who have five or more cumulative years of service vacation pay shall be 6%. Vacation pay shall be calculated, identified separately, and included as part of an employee's regular monthly salary payment unless the employee requests in writing at the time they are appointed that their vacation pay be included in the last regular monthly salary payment.
55.	UNITS 1 & 2 UNIT 2 Article 12.25 UNIT 1 (Article 12.10 PROFE SSION AL PERFO RMANC E AND SERVIC E FILE	 12.25 PROFESSIONAL PERFORMANCE AND SERVICE FILE (i) A professional performance and service file shall be kept for an employee in each hiring unit where they has an appointment. (ii) Only material from this file shall be used as the basis for hiring decisions respecting competence and ability per Article 12.02.1. This file shall contain only materials relevant to the issue of competence and ability, and/or the employee's professional performance, and shall include, if available, a current curriculum vitae, 	eliminates automatic removal of material from service file and requires equires member to request that material related to Artice 8 (discipline) and article 13 (Evaluations) that did not lead to formal	[October 11, 2023] 12.25 PROFESSIONAL PERFORMANCE AND SERVICE FILE (i) A professional performance and service fi shall be kept for an employee in each hiring unit where they have an appointment. (ii) Only material from this file shall be used as the basis for hiring decisions respecting competence and ability per Article 12.02.1. This file shall contain only materials relevant to the issue of competence and ability, and/or the employee's professional performance, and shall include, if available, a current curriculum vitae, a current application form, previous Personnel Action Forms, Offer of Appointment forms, evaluations generated under Article 13, and relevant	[August 28, 2023] 12.25 PROFESSIONAL PERFORMANCE AND SERVICE FILE (i) A professional performance and service file shall be kept for an employee in each hiring unit where they have an appointment. (ii) Only material from this file shall be used as the basis for hiring decisions respecting competence and ability per Article 12.02.1. This file shall contain only materials relevant to the issue of competence and ability, and/or the employee's professional performance, and shall include, if available, a current curriculum vitae, a current application form, previous Personnel Action Forms, Offer of Appointment forms, evaluations generated under Article 13, and relevant documents generated under Article 8. Where any relevant materials other than

		hiring in accordance with Articles 8, 12 and 13. No documents therein shall be released physically or orally for any other reason without the employee's prior consent in writing.			
56.	UNITS 1 & 2 ART. 13 EVALU ATIONS	 ARTICLE 13 – EVALUATIONS 13.01.1 The employer and the union agree that a primary purpose of evaluations is to improve the quality of teaching by assisting the employee to develop their teaching skills. An evaluation of an employee's work and/or performance which does not conform to the provisions of this article shall be null and void. 13.01.2 INFORMAL EVALUATIONS (i) Normally, the employer will evaluate informally, such evaluations to be assessments of performance by someone of the employee's choice in the hiring unit or another hiring unit, of the various duties and responsibilities of the position based on reasonable academic criteria consistent with Article 12.02.1. Such assessments will not normally be done for a person more than once per fall/winter session (September to April) and once per summer session (May to August). (ii) Prior to an informal evaluation of an employee in a teaching situation, the employer shall consult with the employee concerning the time and criteria for such evaluation. 	ER: • take s away employee's right to select informal evaluator & replaces it with employee suggesting names CUPE • chan ges to Formal Evaluation clauses to clean up wording	 [October 11, 2023] 13.02.1 FORMAL EVALUATIONS The employer shall undertake formal evaluations of an employee's performance of the various duties and responsibilities of a position only if one or more of the following conditions is present: (i) an employee request (ii) a mutual agreement of hiring unit and employee (iii) a recommendation arising from an informal evaluation (iv) a decision of Chair/Director, Dean, Director or designate resulting from the processing of a complaint in accordance with Article 8. 13.02.2 All formal evaluations of an employee's performance of the various duties and responsibilities of a position shall: use reasonable methods and criteria of evaluation appropriate to the hiring unit and to the position in question; and be in writing. 13.02.3 All formal evaluations must comply with the following procedures. (i) The evaluator will be someone of the employee's choice in the hiring unit or another hiring unit at York who is acceptable to the hiring unit. (ii) The hiring unit shall inform the employee in writing of the pending 	[August 28, 2023] ARTICLE 13 – EVALUATIONS 13.01.1 The employer and the union agree that a primary purpose of evaluations is to improve the quality of teaching by assisting the employee to develop their teaching skills. An evaluation of an employee's work and/or performance which does not conform to the provisions of this article shall be null and void. 13.01.2 INFORMAL EVALUATIONS (i) Normally, the employer will evaluate informally, such evaluations to be assessments of performance by someone of the employee's choice in the hiring unit or another hiring unit who is acceptable to the hiring unit, of the various duties and responsibilities of the position based on reasonable academic criteria consistent with [for Unit 2]{!} Article 12.02.1 [for Unit 12.01.7]{!}. Such assessments will not normally be done for a person more than once per fall/winter session (September to April) and once per summer session (May to August). (i) Prior to an informal evaluation of an employee in a teaching situation, the employer shall consult with the

 (iii) The result of the informal evaluation shall be discussed with the employee after appropriate notice. (iv) An informal evaluation may result in recommendations to the employee for improvement of teaching skills/professional development, or may result in a recommendation to the hiring unit that a formal evaluation be conducted, or where permitted by Article 12.09.2 of the Unit 2 agreement, may result in establishment of a Competence and Ability Review Period for cause. Where informal evaluation results in recommendations, those shall be made in writing and dated with a copy to the employee and placed in their professional performance and service file. Such recommendations shall be removed from the file after two years, except where a Competence and Ability Review Period is completed. (v) An informal evaluation shall not be used as a source of information in hiring decisions. 13.02.1 FORMAL EVALUATIONS The employer shall undertake formal evaluations of an employee's performance of the various duties and responsibilities of a position only if one or more of the following conditions is present: 	 evaluation, and of the methods and criteria to be used at least 14<u>fourteen</u> days (prorated for sessions other than fall/winter but not fewer than <u>3 five</u> working-days) in advance of the start of a formal evaluation period. (iii) Where there is to be a formal evaluation of classroom teaching, the hiring unit shall give at least 14<u>fourteen</u> days' notice (pro-rated for sessions other than fall/winter but not fewer than <u>3five</u> working days) of class visitation. (Such notice may be coincident with (ii) above.) (iv) Any formal evaluation shall be discussed between the employee and their immediate supervisor, with a union representative present if the employee so wishes, and shall be given to the employee at least three working days before that discussion. The employee shall sign the evaluation to acknowledge the fact that such a discussion tok place, and the employee may add their written comments to the evaluation within three weeks of the discussion if they so wish. 	 employee concerning the time and criteria for such evaluation. (iii) The result of the informal evaluation shall be discussed with the employee after appropriate notice. (iv) An informal evaluation may result in recommendations to the employee for improvement of teaching skills/professional development, or may result in a recommendation to the hiring unit that a formal evaluation be conducted, or where permitted by Article 12.09.2 of the Unit 2 agreement, may result in establishment of a Competence and Ability Review Period for cause. Where informal evaluation results in recommendations, those shall be made in writing and dated with a copy to the employee and placed in their professional performance and service file. Such recommendations shall be removed from the file after two years, except where a Competence and Ability Review Period is established in the interim, in which case the recommendations shall be retained in the file until the review period is completed. (v) An informal evaluation shall not be used as a source of information in hiring decisions. 13.02.1 FORMAL EVALUATIONS The employer shall undertake formal evaluations of an employee's performance of the various duties and responsibilities of a position only if one or more of the following conditions is present: (j) an employee request

employee request mutual agreement of hiring unit and	(ii) a mutual agreement of hiring unit and employee
employee	(iii) a recommendation arising from an informal evaluation
 recommendation arising from informal evaluation 	(iv) a decision of Chair/Director, Dean, Director or designate resulting from:
• decision of Chair, Dean, Director or designate resulting from the processing of a complaint in accordance with Article 8.	(a) an informal evaluation; or (b) the processing of a complaint matter in accordance with Article 8.
13.02.2 All formal evaluations of an employee's performance of the various duties and responsibilities of a position shall:	13.02.2 All formal evaluations of an employee's performance of the various duties and responsibilities of a position shall:
(i) use reasonable methods and criteria of evaluation appropriate to	 (i) use reasonable methods and criteria of evaluation appropriate to the hiring unit and to the position in question; and
the hiring unit and to the position in question; and	(ii) be in writing.
(ii) be in writing.	13.02.3 All formal evaluations must comply with the following procedures.
13.02.3 All formal evaluations must comply with the following procedures.	(i) <u>The hiring unit will discuss with the</u> <u>employee the selection of the evaluator.</u> <u>The employee may suggest one or more</u>
(i) The evaluator will be someone of the employee's choice in the hiring	names for consideration, and the employee's suggested names will not be
unit or another hiring unit at York University who is acceptable to the	unreasonably denied. The evaluator will be someone of the employee's choice in the hiring unit or another hiring unit at York who
hiring unit.	is acceptable to the hiring unit.
(ii) The hiring unit shall inform the employee in writing of the pending	(ii) The hiring unit shall inform the employee
evaluation and of the methods and criteria to be used at least 14 days	in writing of the pending evaluation, <u>of the</u> <u>person to conduct the evaluation</u> and of
(pro-rated for sessions other than fall/winter but not fewer than 3	the methods and criteria to be used at least 44 <u>fourteen</u> days (pro-rated for sessions
working days) in advance of the start of a formal evaluation period.	other than fall/winter but not fewer than 3 five working days) in advance of the start of
(iii) Where there is to be a formal	a formal evaluation period.

evaluation of classroom teaching, the	(iii) Where there is to be a formal evaluation
hiring unit shall give at least 14 days'	of classroom teaching, the hiring unit shall
notice (pro-rated for sessions other	give at least 44 <u>fourteen</u> days' notice (pro-
than fall/winter but not fewer than 3	rated for sessions other than fall/winter but
working days) of class visitation.	not fewer than 3 <u>five</u> working days) of class
(Such notice may be coincident with	visitation. (Such notice may be coincident
(ii) above.)	with (ii) above.)
(iv) Any formal evaluation shall be discussed between the employee and their immediate supervisor, with a union representative present if the employee so wishes, and shall be given to the employee at least three working days before that discussion. The employee shall sign the evaluation to acknowledge the fact that such a discussion took place, and the employee may add their written comments to the evaluation within three weeks of the discussion	(iv) Any formal evaluation shall be discussed between the employee and their immediate supervisor, with a union representative present if the employee so wishes, and shall be given to the employee at least three working days before that discussion. The employee shall sign the evaluation to acknowledge the fact that such a discussion took place, and the employee may add their written comments to the evaluation within three weeks of the discussion if they so wish.
if they so wishes.	13.03 A grievance over the contents of
13.03 A grievance over the contents	an evaluation shall not be processed
of an evaluation shall not be	past Step Three Two. In the event that
processed past Step Three. In the	such a grievance reaches Step Three
event that such a grievance reaches	Two, it shall be deemed settled by the
Step Three, it shall be deemed	Dean's reply, and Step Four and/or
settled by the Dean's reply, and Step	Article 7 (Arbitration) shall not be
Four and/or Article 7 (Arbitration)	invoked. This does not limit the right to
shall not be invoked. This does not	grieve the reasonableness of the
limit the right to grieve the	methods and criteria of evaluation.
reasonableness of the methods and	Such a grievance shall not operate to
criteria of evaluation. Such a	halt or interfere with the evaluation
grievance shall not operate to halt or	process unless otherwise agreed by
interfere with the evaluation process	the parties or ordered by an Arbitrator
unless otherwise agreed by the	or Arbitration Board.
Parties or ordered by an Arbitrator or	13.04 Written formal evaluations may
Arbitration Board.	be kept only in an employee's
13.04 Written formal evaluations may	professional performance and service
be kept only in an employee's	file and shall provide a source of
professional performance and service	information in reaching decisions on

	file and shall provide a source of information in reaching decisions on hiring in accordance with this article. 13.05 All copies of any formal evaluation demonstrating incompetence, inability or negligence shall be destroyed after the employee in question has received a formal evaluation in the same or a subsequent session in a similar position in the same hiring unit which fails to demonstrate incompetence, inability or negligence. 13.06 Except for evaluations conducted during a Competence and Ability Review Period for cause, or evaluations conducted as a result of action taken per Article 8.03.1, an employee shall not be formally evaluated without their consent in a position by a hiring unit for a period of two years after they has received two formal evaluations which fail to demonstrate incompetence, inability or negligence in positions of the same type in consecutive years in the same hiring unit.			 hiring in accordance with this article. 13.05 All copies of any formal evaluation demonstrating incompetence, inability or negligence shall be destroyed after the employee in question has received a formal evaluation in the same or a subsequent session in a similar position in the same hiring unit which fails to demonstrate incompetence, inability or negligence. 13.06 Except for evaluations conducted during a Competence and Ability Review Period for cause, or evaluations conducted as a result of action taken per Article 8.03.1, an employee shall not be formally evaluated without their consent in a position by a hiring unit for a period of two years after they have received two formal evaluations which fail to demonstrate incompetence, inability or negligence in positions of the same type in consecutive years in the same hiring unit.
UNIT 2 13.07 STUDE NT EVALU ATIONS	13.07 STUDENT EVALUATIONS 13.07.1 The results of any student evaluations conducted by the employer and over which the employer retains sole jurisdiction, shall not be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement. Per Article 12.24 such evaluations, or a summary of, may	CUPE: • corr ects error in reference to 12.25; otherwise maintains existing langugage	[October 11, 2023] 13.07 STUDENT EVALUATIONS 13.07.1 The results of any student evaluations conducted by the employer and over which the employer retains sole jurisdiction, shall not be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement. Per Article 12.2425 such evaluations, or a summary of, may also be placed in an	[August 28, 2023] 13.07 STUDENT EVALUATIONS 13.07.1 The results of any student evaluations conducted by the employer and over which the employer retains sole jurisdiction, shall not be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement, <u>subject to the</u>
	13.07 STUDE NT EVALU	UNIT 2 13.0713.07 STUDENT EVALUATIONS 13.07.1 The results of any student evaluations conducted by the employer retains sole jurisdiction, shall be beart over which the evaluation in the same or a subsequent session in a similar position in the same hiring unit which fails to demonstrate incompetence, inability or negligence.13.06 Except for evaluations conducted during a Competence and Ability Review Period for cause, or evaluations conducted as a result of action taken per Article 8.03.1, an employee shall not be formally evaluated without their consent in a position by a hiring unit for a period of two years after they has received two formal evaluations which fail to demonstrate incompetence, inability or negligence in positions of the same type in consecutive years in the same type retains sole jurisdiction, shall not be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement. Per Article 12.24 such	UNIT 2 13.0713.07 STUDENT EVALUATIONS small position so the same bring unit.CUPE: • corr ects error in reference to trained using unit.UNIT 2 13.0713.07 STUDENT EVALUATIONS shall not be mployer etains sole jurisdiction, shall not be made available to third parties except in the performance of heir duties and in accordance with the terms of this collective agreement. Per Article 12.24 suchCUPE: • corr ective agreement. Per Article 12.24 such	Information in reaching decisions on hiring in accordance with this article. 13.05 All copies of any formal evaluation demonstrating incompetence, inability or negligence shall be destroyed after the employee in question has received a formal evaluation in the same or a subsequent session in a similar position in the same hiring unit which fails to demonstrate incompetence, inability or negligence. 13.06 Except for evaluations conducted during a Competence, inability revelue their consent in a position by a hiring unit for a period of action taken per Article 8.03.1, an employee shall not be formally evaluated without their consent in a position by a hiring unit for a period of two years after they has received two formal evaluations which fail to demonstrate incompetence, inability or negligence in positions of the same type in consecutive years in the same hiring unit. CUPE: [October 11, 2023] 13.07 STUDENT EVALUATIONS 13.07.1 The results of any student evaluations conducted by the employer retains sole jurisdiction, shall not be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement. Per Article 12.242 such evaluations, or a CUPE: [October 11, 2023] 13.07 STUDENT EVALUATIONS 13.07.1 The results of any student evaluations conducted by the employer retains sole jurisdiction, shall not be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement. Per Article 12.2425 ISOPENENT EVALUATIONS

		also be placed in an employee's Professional Performance and Service File with the employee's written agreement. 13.07.2 Hiring units may not use summaries of student evaluations as a source of information in reaching decisions on hiring where no relevant formal evaluations are available. Notwithstanding the above, where it is not practicable for the unit to conduct a formal evaluation before reaching a decision on hiring, it may use a summary of student evaluations, but only with the written agreement of the employee in question.		employee's Professional Performance and Service File with the employee's written agreement.	exemption of the University's Core Institutional Questions, which may be made available to students. Per Article 12.2425 such evaluations, or a summary of, may also be placed in an employee's Professional Performance and Service File with the employee's written agreement.
58.	UNIT 1 ART 11 11.01.5 POSTIN GS	11.01.5 Upon application by the Union, the employer shall expedite the processing of any grievances respecting postings, in accordance with Article 6.15.1.	ER: postings grievances initiated at Step 2 (of 2)		[August 17, 2023] 11.01.5 Upon application by the <u>The</u> Union <u>may file</u> , the employer shall expedite the processing of any grievances respecting postings <u>at Step Two of the Grievance</u> <u>Procedure.</u> , in accordance with Article 6.15.1.
59.	UNIT 1 ART 12 & APPEN DIX B APPOI NTMEN TS	ARTICLE 12 – APPOINTMENTS 12.01 APPLICATIONS 12.01.1 All applicants for positions, including priority applicants as described in 12.03.1, must apply directly and in writing, providing an updated application (specific or general, see Appendix F) and/or curriculum vitae to each of the hiring units in which they seek employment. With the exception of newly admitted	ER: • Elect ronic delivery of receipt of application & offers of appointment • impo ses 14-day deadline to accept offer	[October 11, 2023] ARTICLE 12 – APPOINTMENTS 12.01 APPLICATIONS 12.01.1 All applicants for positions, including priority applicants as described in 12.03.1, must apply directly and in writing, providing an updated application (specific or general, see Appendix F) and/or curriculum vitae to each of the hiring units in which they seek employment. With the exception of newly admitted PhD 1	[August 17, 2023] ARTICLE 12 – APPOINTMENTS 12.01 APPLICATIONS 12.01.1 All applicants for positions, including priority applicants as described in 12.03.1, must apply directly and in writing, providing an updated application (specific or general, see Appendix F) and/or curriculum vitae to each of the hiring units in which they seek employment. With the exception of newly

PhD 1 students a general application shall be submitted between 15 November and 31 January, and shall apply to all positions in the hiring unit for all academic sessions that commence during the twelve months following 31 January. The employer agrees to notify all full- time graduate students of the dates for submitting general applications. The employer undertakes that no appointments shall be made prior to 31 January. Any applications submitted outside of these dates shall be specific to a particular position(s).

As part of any offer of admission to a graduate program that includes work under this Agreement, the Employer will provide notice of the Union's representational rights, a link to the Collective Agreement and to the CUPE 3903 Home Page.

12.01.2 With the exception of initial teaching assistantships, all appointments shall be made from among the candidates with the preferred and required qualifications, or, where no candidate has the preferred qualifications, from among the candidates with the required qualifications. It is understood that in the event of a conflict between Article 12.01.2 and Article 12.05 (Right of First Refusal), the latter article shall prevail and apply.

12.01.3 An address list of all hiring units may be obtained from the student's Graduate Program Office. Each Graduate Program Director shall post a listing of all hiring units in

CUPE • acce pts changes re: electronic delivery & cleaning up language • retai ns existing language on delayed acceptance of offers of appointment students a general application shall be submitted between 15 November and 31 January, and shall apply to all positions in the hiring unit for all academic sessions that commence during the twelve months following 31 January. The employer agrees to notify all full-time graduate students of the dates for submitting general applications. The employer undertakes that no appointments shall be made prior to 31 January. Any applications submitted outside of these dates shall be specific to a particular position(s).

As part of any offer of admission to a graduate program that includes work under this Agreement, the Employer will provide notice of the Union's representational rights, a link to the Collective Agreement and to the CUPE 3903 Home Page.

12.01.2 With the exception of initial teaching assistantships, all appointments shall be made from among the candidates with the preferred and required qualifications, or, where no candidate has the preferred qualifications, from among the candidates with the required qualifications. It is understood that in the event of a conflict between Article 12.01.2 and Article 12.05 (Right of First Refusal), the latter article shall prevail and apply.

12.01.3 An address list of all hiring units may be obtained from the student's Graduate Program Office. Each Graduate Program Director shall post a listing of all hiring units in which teaching assistantships may arise that students within the department may be qualified to hold. admitted PhD 1 students a general application shall be submitted between 15 November and 31 January, and shall apply to all positions in the hiring unit for all academic sessions that commence during the twelve months following 31 January. The employer agrees to notify all full-time graduate students of the dates for submitting general applications. The employer undertakes that no appointments shall be made prior to 31 January. Any applications submitted outside of these dates shall be specific to a particular position(s).

As part of any offer of admission to a graduate program that includes work under this Agreement, the Employer will provide notice of the Union's representational rights, a link to the Collective Agreement and to the CUPE 3903 Home Page.

12.01.2 With the exception of initial teaching assistantships, all appointments shall be made from among the candidates with the preferred and required qualifications, or, where no candidate has the preferred qualifications, from among the candidates with the required qualifications. It is understood that in the event of a conflict between Article 12.01.2 and Article 12.05 (Right of First Refusal), the latter article shall prevail and apply.

12.01.3 An address list of all hiring units may be obtained from the student's Graduate Program Office. Each Graduate Program Director shall post a listing of all hiring units in which teaching assistantships may arise that students within the department may be qualified to hold.

12.01.4 The employer will provide the

which teaching assistantships may arise that students within the department may be qualified to hold.

12.01.4 The employer will provide the applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive CUPE 3903 applications. If the application is delivered by the applicant, the receipt will be returned immediately and by hand to the applicant. If the application is delivered by mail, the receipt will be returned by mail to the applicant's home address, provided the applicant supplies the hiring unit with a selfaddressed, stamped envelope.

12.01.5 Anyone who has been offered admission as a full-time doctoral candidate shall be sent a general application form and an address list of all hiring units, and shall be advised to submit a general application and curriculum vitae to each hiring unit in which they wish to be considered for a teaching assistantship.

12.01.6 Persons currently registered as Master's candidates at York University and who contemplate applying for internal admission to the related doctoral program will be advised to submit a general application as per this article.

12.01.7 The parties recognize that the employer must select individuals for appointment to positions from among candidates competent and able to perform the various duties 12.01.4 The employer will provide the applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive CUPE 3903 applications. If **When** the application is delivered by the applicant, the receipt will be returned immediately and by hand **or electronically** to the applicant. If the application is delivered by mail, the receipt will be returned by mail to the applicant's home address, provided the applicant supplies the hiring unit with a self-addressed, stamped envelope.

12.01.5 Anyone who has been offered admission as a full-time doctoral candidate shall be sent a general application form and an address list of all hiring units, and shall be advised to submit a general application and curriculum vitae to each hiring unit in which they wish to be considered for a teaching assistantship.

12.01.6 Persons currently registered as Master's candidates at York University and who contemplate applying for internal admission to the related doctoral program will be advised to submit a general application as per this article.

12.01.7 The parties recognize that the employer must select individuals for appointment to positions from among candidates competent and able to perform the various duties and responsibilities of those positions.

12.02 SUMMER TEACHING ASSISTANTSHIPS 12.02.1 The Summer Teaching Assistant Hiring Process is as follows: applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive CUPE 3903 applications. If the application is delivered by the applicant, the receipt will be returned immediately and by hand <u>or electronically</u> to the applicant. If the application is delivered by mail, the receipt will be returned by mail to the applicant's home address, provided the applicant supplies the hiring unit with a solf-addressed, stamped envelope.

12.01.5 Anyone who has been offered admission as a full-time doctoral candidate shall be sent a general application form and an address list of all hiring units, and shall be advised to submit a general application and curriculum vitae to each hiring unit in which they wish to be considered for a teaching assistantship.

12.01.6 Persons currently registered as Master's candidates at York University and who contemplate applying for internal admission to the related doctoral program will be advised to submit a general application as per this article.

12.01.7 The parties recognize that the employer must select individuals for appointment to positions from among candidates competent and able to perform the various duties and responsibilities of those positions.

12.02 ASSISTA	SUMMER NTSHIPS	TEACHING		
	The Summer Tea			
(i) Blanke	(i) Blanket Applications will be submitted as			

per Article 12.01.1

 and responsibilities of those positions. 12.02 SUMMER TEACHING ASSISTANTSHIPS 12.02.1 The Summer Teaching Assistant Hiring Process is as follows: (i) Blanket Applications will be submitted as per Article 12.01.1 (ii) Applicants will be assessed and ranked on the basis of their applications as per 12.01.2. (iii) First priority in the allocation of available summer teaching assistantships shall be given to qualified graduate visa student applicants. (iv) Second priority in the allocation of summer teaching assistantships shall be given to qualified applicants who do not hold major external scholarships. 	 (i) Blanket Applications will be submitted as per Article 12.01.1 (ii) Applicants will be assessed and ranked on the basis of their applications as per 12.01.2. (iii) First priority in the allocation of available summer teaching assistantships shall be given to qualified graduate visa student applicants. (iv) Second priority in the allocation of summer teaching assistantships shall be given to qualified applicants who do not hold major external scholarships. 12.02.2 Effective May 1, 2003, an An applicant may be appointed to a maximum of three summer teaching assistantships over their normal priority pool entitlement during their program of study. 12.02.3 This maximum shall not apply to visa students, nor in cases where a summer teaching assistantship is in fulfilment of the minimum guarantee to a maximum of four summer teaching assistantships. 	 (ii) Applicants will be assessed and ranked on the basis of their applications as per 12.01.2. (iii) First priority in the allocation of available summer teaching assistantships shall be given to qualified graduate visa student applicants. (iv) Second priority in the allocation of summer teaching assistantships shall be given to qualified applicants who do not hold major external scholarships. 12.02.2 Effective May 1, 2003, an An applicant may be appointed to a maximum of three summer teaching assistantships over their normal priority pool entitlement during their program of study. 12.02.3 This maximum shall not apply to visa students, nor in cases where a summer teaching assistantships. A report of such cases will be made to the Labour/Management Committee.
12.02.2 Effective May 1, 2003, an	Committee.	12.03 PRIORITY POOL
 applicant may be appointed to a maximum of three summer teaching assistantships over their normal priority pool entitlement during their program of study. 12.02.3 This maximum shall not apply to visa students, nor in cases where a summer teaching assistantship is in fulfilment of the minimum guarantee to a maximum of four summer teaching assistantships. A report of such cases will be made to the Labour/Management 	12.03 PRIORITY POOL 12.03.1 (i) Priority in the allocation of available teaching assistantships shall be given to full-time Ph.D. students who, at the time of hiring, have held one teaching assistantship or portion thereof, whether as a Masters student or as a Ph.D. student, but not more than five full teaching assistantships as a Ph.D. student. Priority shall be granted for no more than one full teaching assistantship in a twelve-month period; possible exceptions are noted below. Teaching	12.03.1 (i) Priority in the allocation of available teaching assistantships shall be given to full-time Ph.D. students who, at the time of hiring, have held one teaching assistantship or portion thereof, whether as a Masters student or as a Ph.D. student, but not more than five full teaching assistantships as a Ph.D. student. Priority shall be granted for no more than one full teaching assistantship in a twelve-month period; possible exceptions are noted below. Teaching assistantship appointments shall be counted as part of an individual's Priority Pool entitlement in

Committee.

12.03 PRIORITY POOL

12.03.1 (i) Priority in the allocation of available teaching assistantships shall be given to full-time Ph.D. students who, at the time of hiring, have held one teaching assistantship or portion thereof, whether as a Masters student or as a Ph.D. student, but not more than five full teaching assistantships as a Ph.D. student. Priority shall be granted for no more than one full teaching assistantship in a twelve-month period; possible exceptions are noted below. Teaching assistantship appointments shall be counted as part of an individual's Priority Pool entitlement in proportion to a full teaching assistantship as defined in Article 10.02.1, to a maximum of one full teaching assistantship in any academic year.

NOTE: Priority per (i) entitles a qualified full-time Ph.D. student to a maximum of one full teaching assistantship (subject to availability) in each of up to six years while a fulltime Ph.D. student, provided that the student is successful in obtaining an initial teaching assistantship. Any teaching assistantship(s) held while a Masters student will not reduce the priority while a Ph.D. student. Such priority is subject to (ii) and (iii) below.

(ii) Where the performance of another type of assistantship having a value at least equivalent to a full teaching assistantship is accepted by the

assistantship appointments shall be counted as part of an individual's Priority Pool entitlement in proportion to a full teaching assistantship as defined in Article 10.02.1, to a maximum of one full teaching assistantship in any academic year. NOTE: Priority per (i) entitles a qualified full-time Ph.D. student to a maximum of one full teaching assistantship (subject to availability) in each of up to six years while a full-time Ph.D. student, provided that the student is successful in obtaining an initial teaching assistantship. Any teaching assistantship(s) held while a Masters student will not reduce the priority while a Ph.D. student. Such priority is subject to (ii) and (iii) below.

(ii) Where the performance of another type of assistantship having a value at least equivalent to a full teaching assistantship is accepted by the student, or is a part of the student's academic program, or is required of the student by the program for other academic reasons, the above priorities may not apply.

(iii) Students whose total income from fellowships and/or scholarships is equal to or greater than the value of a full Ontario Graduate Scholarship and who are within the priority pool described above shall be allocated at least one-half of a full teaching assistantship or equivalent.

12.03.2 A Ph.D. student whose studies have been impacted by a protected ground under the OHRC Ontario Human Rights Code for which they require accommodation and who, as a result, have not completed their academic requirements shall gain one additional year of priority pool entitlement. (See also Article 15.10.) Masters candidates who proportion to a full teaching assistantship as defined in Article 10.02.1, to a maximum of one full teaching assistantship in any academic year.

NOTE: Priority per (i) entitles a qualified fulltime Ph.D. student to a maximum of one full teaching assistantship (subject to availability) in each of up to six years while a full-time Ph.D. student, provided that the student is successful in obtaining an initial teaching assistantship. Any teaching assistantship(s) held while a Masters student will not reduce the priority while a Ph.D. student. Such priority is subject to (ii) and (iii) below.

(ii) Where the performance of another type of assistantship having a value at least equivalent to a full teaching assistantship is accepted by the student, or is a part of the student's academic program, or is required of the student by the program for other academic reasons, the above priorities may not apply.

(iii) Students whose total income from fellowships and/or scholarships is equal to or greater than the value of a full Ontario Graduate Scholarship and who are within the priority pool described above shall be allocated at least one-half of a full teaching assistantship or equivalent.

12.03.2 A Ph.D. student whose studies have been impacted by a protected ground under the OHRC-Ontario Human Rights Code for which they require accommodation and who, as a result, have not completed their academic requirements shall gain one additional year of priority pool entitlement. (See also Article 15.10.) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship student, or is a part of the student's academic program, or is required of the student by the program for other academic reasons, the above priorities may not apply.

(iii) Students whose total income from fellowships and/or scholarships is equal to or greater than the value of a full Ontario Graduate Scholarship and who are within the priority pool described above shall be allocated at least one-half of a full teaching assistantship or equivalent.

12.03.2 A Ph.D. student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation and who, as a result, have not completed their academic requirements shall gain one additional year of priority pool entitlement. (See also Article 15.10.) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15.10.

12.03.3 Masters candidates who have held a full or partial teaching assistantship which has been interrupted by a maternity leave per Article 17.06, and who subsequently have been granted a full-time academic extension beyond Faculty of Graduate Studies guidelines, also shall be allocated an additional onehalf teaching assistantship.

12.04.1 If a candidate for a position grieves a decision not to appoint their to that position, or the union grieves

held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15.10. 12.03.3 Masters candidates who have held a full or partial teaching assistantship which has been interrupted by a maternity leave per Article 17.06, and who subsequently have been granted a fulltime academic extension beyond Faculty of Graduate Studies guidelines, also shall be allocated an additional one-half teaching assistantship.

12.04.1 If a candidate for a position grieves a decision not to appoint them to that position, or the union grieves or queries an appointment, the employer shall provide the union with the name of the appointee, a copy of their curriculum vitae, copy of their application, and any other non-confidential information that was the basis of the appointment. Such information shall include the individual's priority pool status, right of first refusal, if any, and visa student status, where applicable. The Employer will respond to the query within ten calendar days of the receipt of the query.

12.05 RIGHT OF FIRST REFUSAL (i) Employees who are in the Priority Pool and who, as Ph.D. students, held a teaching assistantship appointment in the previous academic year, and who apply to the hiring unit in which they have most recently held an assistantship, shall, per (ii) below, have the right of first refusal for the position in the course which they have most recently held, provided that position is posted in the bargaining unit. Where the position is not posted in the bargaining unit, they shall have first consideration for pursuant to the terms of Article 15.10.

12.03.3 Masters candidates who have held a full or partial teaching assistantship which has been interrupted by a maternity leave per Article 17.06, and who subsequently have been granted a full-time academic extension beyond Faculty of Graduate Studies guidelines, also shall be allocated an additional one-half teaching assistantship.

12.04.1 If a candidate for a position grieves a decision not to appoint them to that position, or the union grieves or queries an appointment, the employer shall provide the union with the name of the appointee, a copy of their curriculum vitae, copy of their application, and any other non-confidential information that was the basis of the appointment. Such information shall include the individual's priority pool status, right of first refusal, if any, and visa student status, where applicable. The Employer will respond to the query within ten calendar days of the receipt of the query.

12.05 RIGHT OF FIRST REFUSAL

(i) Employees who are in the Priority Pool and who, as Ph.D. students, held a teaching assistantship appointment in the previous academic year, and who apply to the hiring unit in which they have most recently held an assistantship, shall, per (ii) below, have the right of first refusal for the position in the course which they have most recently held, provided that position is posted in the bargaining unit. Where the position is not posted in the bargaining unit, they shall have first consideration for other positions for which they are qualified in that hiring unit.

(ii) Eligible Priority Pool members, per (i)

or queries an appointment, the employer shall provide the union with the name of the appointee, a copy of their curriculum vitae, copy of their application, and any other nonconfidential information that was the basis of the appointment. Such information shall include the individual's priority pool status, right of first refusal, if any, and visa student status, where applicable. The Employer will respond to the query within ten calendar days of the receipt of the query.

12.05 RIGHT OF FIRST REFUSAL

(i) Employees who are in the Priority Pool and who, as Ph.D. students, held a teaching assistantship appointment in the previous academic year, and who apply to the hiring unit in which they have most recently held an assistantship, shall, per (ii) below, have the right of first refusal for the position in the course which they have most recently held. provided that position is posted in the bargaining unit. Where the position is not posted in the bargaining unit, they shall have first consideration for other positions for which they are qualified in that hiring unit.

 (ii) Eligible Priority Pool members, per (i) above shall be entitled to exercise this right of first refusal three times. An employee exercises this right either by keeping the position last held or by declining it. When the position is not posted in the bargaining unit and an alternative position is found for the employee per other positions for which they are qualified in that hiring unit.

(ii) Eligible Priority Pool members, per (i) above shall be entitled to exercise this right of first refusal three times. An employee exercises this right either by keeping the position last held or by declining it. When the position is not posted in the bargaining unit and an alternative position is found for the employee per (i) above, the employee is not considered to have exercised the right of first refusal. It is understood that the alternative position is now the position to which the right of first refusal applies if it is offered again and if the employee has not already exercised this right three times. NOTE: It is understood that the right of first refusal may be exercised over one full teaching assistantship, or equivalent, in any twelve-month period from May through April. If more than one full teaching assistantship is held in that period, then the right of first refusal applies to the first full teaching assistantship. If less than one full teaching assistantship is held, then the right of first refusal applies to the first two half teaching assistantships.

(iii) The right of first refusal does not apply to course director positions.

12.06 NOTIFICATION OF APPLICANTS FOR POSITIONS

For appointment processes commencing subsequent to November 1, 2021, each hiring unit shall post its hiring decisions, electronically in a location accessible to employees and the union, the names of the persons offered/appointed to positions. Where practicable, this information will be posted at least four weeks before the commencement of classes. For summer above shall be entitled to exercise this right of first refusal three times. An employee exercises this right either by keeping the position last held or by declining it. When the position is not posted in the bargaining unit and an alternative position is found for the employee per (i) above, the employee is not considered to have exercised the right of first refusal. It is understood that the alternative position is now the position to which the right of first refusal applies if it is offered again and if the employee has not already exercised this right three times.

NOTE: It is understood that the right of first refusal may be exercised over one full teaching assistantship, or equivalent, in any twelve-month period from May through April. If more than one full teaching assistantship is held in that period, then the right of first refusal applies to the first full teaching assistantship. If less than one full teaching assistantship is held, then the right of first refusal applies to the first two half teaching assistantships.

(iii) The right of first refusal does not apply to course director positions.

12.06 NOTIFICATION OF APPLICANTS FOR POSITIONS

For appointment processes commencing subsequent to November 1, 2021, each hiring unit shall post its hiring decisions, electronically in a location accessible to employees and the union, the names of the persons offered/appointed to positions. Where practicable, this information will be posted at least four weeks before the commencement of classes. For summer positions such electronically posted. Notice will indicate which positions, if any, fulfil the employer's priority pool obligations.

. ,) above, the employee is not	positions such electronically posted.	12.07 WRITTEN OFFER OF
	onsidered to have exercised the	Notice will indicate which positions, if any,	APPOINTMENT
	ght of first refusal. It is understood	fulfil the employer's priority pool	12.07.1Appointments shall be made in
	hat the alternative position is now	obligations.	writing by a letter or letters, similar to the
	ne position to which the right of first		"Offer of Appointment" form contained in
	efusal applies if it is offered again	12.07 WRITTEN OFFER OF	Appendix B. The employer shall send the
	nd if the employee has not already	APPOINTMENT	appointee two copies of the "Offer of
ех	xercised this right three times.	12.07.1Appointments shall be made in	Appointment." If the appointee accepts the
		writing by a letter or letters, similar to the	offer, one copy shall be signed and returned
	OTE: It is understood that the right	"Offer of Appointment" form contained in	they shall sign and return it to the hiring
	f first refusal may be exercised over	Appendix B. The employer shall send the	unit, and the other will be retained by the
	ne full teaching assistantship, or	appointee two copies of the "Offer of	appointee. A Revenue Canada TD1 form
	quivalent, in any twelve-month	Appointment." If the appointee accepts the	shall be included with the first "Offer of
	eriod from May through April. If	offer, one copy shall be signed and	Appointment" sent to an employee for each
	ore than one full teaching	returned they shall sign and return it to	academic session.
	ssistantship is held in that period,	the hiring unit, and the other will be	
	nen the right of first refusal applies to	retained by the appointee. A Revenue	12.07.2 (i) When practicable, offers of
	ne first full teaching assistantship. If	Canada TD1 form shall be included with	appointment for the Fall/Winter session will
	ess than one full teaching	the first "Offer of Appointment" sent to an	be issued by July 7, including ticketed
	ssistantship is held, then the right of	employee for each academic session.	course directorships.
	rst refusal applies to the first two		course unectorships.
ha	alf teaching assistantships.	12.07.2 (i) When practicable, offers of	(ii)When practicable, offers of appointment
		appointment for the Fall/Winter session will	for the Winter session will be made by
	ii) The right of first refusal does not	be issued by July 7, including ticketed	December 1, including ticketed course
ap	pply to course director positions.	course directorships.	directorships.
		·	directorships.
	2.06 NOTIFICATION OF	(ii)When practicable, offers of appointment	(iii) When practicable, offers of appointment
A	PPLICANTS FOR POSITIONS	for the Winter session will be made by	for the Summer Session will be made by
_		December 1, including ticketed course	April 1, including ticketed course
	or appointment processes	directorships.	directorships.
	ommencing subsequent to	(iii) When practicable, offers of	
	ovember 1, 2021, each hiring unit	appointment for the Summer Session will	12.07.3 Candidates must confirm their
	hall post its hiring decisions,	be made by April 1, including ticketed	acceptance of an offer of appointment
	lectronically in a location accessible	course directorships.	within fourteen calendar days, at which
	employees and the union, the		time the offer will expire. No candidate
	ames of the persons	12.07.3 CANCELLATION OF	who allows an offer of appointment to
	ffered/appointed to positions. Where	APPOINTMENTS	expire will be precluded from being considered for another appointment.
	racticable, this information will be	When a position which has been offered in	considered for another appointment.
pc	osted at least four weeks before the	writing is cancelled for reasons of	
CC	ommencement of classes. For	insufficient enrolment in the course in	
	ummer positions such electronically	question, and no assistantship of	APPENDIX B
	osted Notice will indicate which	equivalent monetary value is found for the	TEACHING ASSISTANTSHIP – OFFER
pc			OF APPOINTMENT YORK UNIVERSITY

priority pool obligations.12.07 WRITTEN OFFER OF APPOINTMENT12.07.1 Appointments shall be made in writing by a letter or letters similar to the "Offer of Appointment" form contained in Appendix B. The employer shall send the appointee two copies of the "Offer of Appointment." If the appointee accepts the offer, one copy shall be signed and returned to the hiring unit and the other will be retained by the appointee. A Revenue Canada TD1 form shall be included with the first "Offer of Appointment" sent to an employee for each academic session.12.07.2 (i) When practicable, offers of appointment for the Fall/Winter session will be issued by July 7, including ticketed course directorships.(ii) When practicable, offers of appointment for the Winter session will be made by December 1, including ticketed course directorships.(iii) When practicable, offers of appointment for the Summer Session will be made by April 1, including ticketed course directorships.(iii) When a position which has been offered in writing is cancelled for	APPENDIX B TEACHING ASSISTANTSHIP - OFF OF APPOINTMENT YORK UNIVERS Dear Date: On behalf of the Dean, I am pleased to offer you an appointment as teaching assistant as outlined below, in: Hiring Unit aculty	ce Dear other alent byee, ary Date: parer On behalf of the Dean, I am pleased to offer you an appointment as teaching assistant as outlined below, in: und Hiring Unit
When a position which has been offered in writing is cancelled for	Session	Session

reasons of insufficient enrolment in the course in question, and no assistantship of equivalent monetary value is found for the employee, they shall receive one-eighth of the salary for the position as severance pay. When a position which has been offered in writing is cancelled for any other reason, and no assistantship of equivalent monetary value is found for the employee, they shall receive two-fifths of the salary for the position as severance pay. Where the cancelled appointment had been allocated under the priority pool provisions of this agreement, an assistantship of equivalent monetary value shall be found for the employee. 12.08.1 Where an individual has submitted a first petition to the Dean of Graduate Studies through the Graduate Program Director (and copied directly to the Dean) to retain full-time status at least three months prior to the commencement of any academic session and they are offered an appointment in that session and the petition is not decided prior to the commencement of the appointment, they shall retain the appointment. 12.08.2 Where a full-time graduate student holds a teaching

student holds a teaching assistantship and loses their full-time status after the commencement of their appointment and retains their position, they shall retain that position in Unit 1 for the duration of the appointment.

Base Total	Base Total
**Supplement Vacation Pay	**Supplement Vacation Pay
**Grant in Aid	Vacation Pay **Grant in Aid
2. Position Title *No. of	It should be understood that this offer in total consists of
Assignments/Hours	full teaching assistantship(s)*
Article 10.04 Course	Total Value of All Contracts:
Course Meeting Time(s) <i>Calendar Listing</i>	
Calendar Listing	·
Session	*The general terms and conditions of your appointment, including salary and provision for cancellation of appointments, are as set
Base Total **Supplement	out in the current collective agreement between York University and the Canadian
Vacation Pay	Union of Public Employees, Local 3903. In
Vacation Pay **Grant in Aid	particular please read Article 10.02.1 for elaboration on your teaching assistantship and hours of work.
It should be understood that this offer in total consists of	**Please confirm the accuracy of these Supplemental and Grant-In-Aid figures by referring to the attached memorandum, REMUNERATION FOR TEACHING
full teaching assistantship(s)*	ASSISTANTS.
Total Value of All Contracts:	If you accept this offer of appointment,
	please complete, sign, and promptly return
·	the attached copy of this form to me within
*The general terms and conditions of your appointment, including salary and provision	fourteen calendar days, at which time the offer will expire. (Any delay in responding
for cancellation of appointments, are as set	may delay your first salary payment.)
out in the current collective agreement between York University and the Canadian	Yours Sincerely,
Union of Public Employees, Local 3903. In particular please read Article 10.02.1 for elaboration on your teaching assistantship and hours of work.	Chairperson
**Please confirm the accuracy of these Supplemental and Grant-In-Aid figures by	THIS OFFER IS CONDITIONAL ON FACULTY OF GRADUATE STUDIES APPROVAL AND THE APPOINTEE'S

 12.09 APPOINTMENT DATES The appointment dates for contracts in the fall/winter session shall normally be 1 September to 30 April. Where an employee is required to work after the formal termination date, the employee shall receive individual notice of this work requirement as soon as possible and not later than 15 March. In the event of grade appeals or academic dishonesty cases, such notice is not required. Such work on grade appeals or academic dishonesty shall be compensated at the Overwork Rate. Such individual notice shall detail the specific duties to be performed and their expected date of completion. Where an employee is required to work after the formal termination date, the period of such work shall not be unreasonably extended. 12.10 PROFESSIONAL PERFORMANCE AND SERVICE FILE (i) A professional performance and service file shall be kept for an employee in each hiring unit where they have an appointment. (ii) Only material from this file shall be used as the basis for hiring decisions respecting competence and ability per Article 12.02.1. This file shall 	REMUNERATIO ASSISTANTS. If you accept this please complete, the attached cop (Any delay in res first salary paymed Yours Sincerely, Chairperson THIS OFFER FACULTY OF APPROVAL AN RETENTION O ATE STUDEN REGISTERING WHICH THE CO Please indicate the information w file in the followin Delays and/or er misdirection of th be unavoidable i or incomplete.	offer of appointment, sign, and promptly return y of this form to me. ponding may delay your ent.) IS CONDITIONAL ON GRADUATE STUDIES ND THE APPOINTEE'S F FULL-TIME GRADU-	RETENTION OF FULL-TIME of STUDENT STATUS REGISTERING FOR THE SE WHICH THE CONTRACT IS O Please indicate any changes the information which the hirin file in the following areas. PLI Delays and/or errors in proce misdirection of the first salary be unavoidable if information or incomplete. Name 	AFTER MESTER IN OFFERED. s/additions to g unit has on EASE NOTE: ssing, and/or payment may
per Article 12.02.1. This file shall contain only materials relevant to the issue of competence and ability, and/or the employee's professional performance, and shall include, if available, a current curriculum vitae,	Address Postal Code	given	Social Insurance Number Sex Date of Birth mm dd yy	

a current application form, previous Personnel Action Forms, Offer of Appointment forms, evaluations denerated under Article 13, and relevant documents generated under Article 8. Where any relevant materials other than those herein identified are added to the file they shall be date stamped, and the employee shall be notified of their inclusion within fourteen (14) days of that date. If such additional material does not lead to discipline under Article 8 or formal evaluation per Article 13, then, after two years of its inclusion in the file, exclusive of leaves, it shall be returned to the employee by registered mail. If it cannot be delivered, upon return to the employer it shall be destroyed. With the exception of student evaluations or summaries of student evaluations, no anonymous material shall be included in the file. (iii) An employee, upon written notice to the hiring unit, shall be entitled to add any material relevant to professional performance, achievement or progress to their professional performance and service file. (iv) Upon reasonable notice in writing to the Chair, an employee and/or their authorized representative shall be able to inspect the contents of the file, and add, if the employee so wishes, any relevant comments. The

file shall be available to the employer

information in reaching decisions on

hiring in accordance with Articles 8,

only to provide a source of

Bank (Name, Branch & Address) **Emergency Contact** Account # name relations hip Country of Birth telepho Curr ne (home & bus.) ent Citizenship Social Insurance Number Sex Date of Birth Work Visa Expiry Date Check one from "a" or "b": mm dd yy (a) _____ I accept the appointment(s) as offered. Bank (Name, Branch & Address) (b) _____ I accept the appointment(s) offered subject to the changes set out below. Account # Check "c" if applicable (c) I have read the attached notice re: salary supplements and grant- in-aid Country of Birth and I would like to bank the summer portion Curr of the salary supplement and grant-in-aid ent Citizenship and receive it in the subsequent fall/ winter academic session. Work Visa Expiry Date Position Title 1. Check one from "a" or "b": No. of Assignments/Hours (a) _____ I accept the appointment(s) as offered. Per offer of appointment (b) I accept the appointment(s) offered subject to the changes set out Course below. Check "c" if applicable Session (c) I have read the attached notice re: salary supplements and grant- in-aid Per offer of appointment and I would like to bank the summer portion of the salary supplement and

12 and 13. No documents therein shall be released physically or orally for any other reason without the	grant-in-aid and receive it in the subsequent fall/ winter academic session.	2. Position Title No. of Assignments/Hours
employee's prior consent in writing.	1. Position Title	Per offer of appointment
	No. of Assignments/Hours	Course
	Per offer of appointment	Session
	Course	Per offer of appointment Teaching Assistants:
	Session	The amount of money paid for teaching duties is classified as employment income <save aid="" and="" except="" for="" grant="" in="" the="">;</save>
	Per offer of appointment	therefore deductions for income tax, unemployment insurance and Canada
	2. Position Title No. of Assignments/Hours	Pension Plan contributions are made at source. Vacation pay at the rate of 4% of total earnings will included in each monthly payment.
	Per offer of appointment	I understand that as a full time graduate
	Course	student I am permitted to work no more than an average of ten hours per week.
	Session Per offer of appointment	I confirm the accuracy of the above information and accept the terms of
	Teaching Assistants:	appointment as stated.
	The amount of money paid for teaching duties is classified as employment income <save aid="" and="" except="" for="" grant="" in="" the="">;</save>	Applicant's Signature
	therefore deductions for income tax, unemployment insurance and Canada Pension Plan contributions are made at source. Vacation pay at the rate of 4% of total earnings will included in each monthly payment.	PLEASE NOTE: FOR FALL/WINTER OFFERS OF APPOINTMENT, INDIVIDUALS WHO DO NOT RETURN THIS SIGNED-BACK LETTER OF OFFER BY SEPTEMBER 3 FOR PAYROLL
	I understand that as a full time graduate student I am permitted to work no more	PROCESSING MAY NOT BE PAID UNTIL THE OCTOBER 25 PAY DATE.
	than an average of ten hours per week. I confirm the accuracy of the above	If you are a person with a disability and wish to discuss workplace accommodation please contact the University's Employee

				information and accept the terms of appointment as stated. Applicant's Signature PLEASE NOTE: FOR FALL/WINTER OFFERS OF APPOINTMENT, INDIVIDUALS WHO DO NOT RETURN THIS SIGNED-BACK LETTER OF OFFER BY SEPTEMBER 3 FOR PAYROLL PROCESSING MAY NOT BE PAID UNTIL THE OCTOBER 25 PAY DATE. If you are a person with a disability and wish to discuss workplace accommodation please contact the University's Employee Well Being Office:(<u>http://www.yorku.ca/hr/units/employ</u> <u>eerelations/ewb.html)</u> <u>https://thecentre.yorku.ca/resource/health- safety-well-being/</u> Revised February, 2000 Revised April, 2012	Well Being Office: <u>{http://www.yorku.ca/hr/units/employ</u> <u>eerelations/ewb.html}</u> <u>https://thecentre.yorku.ca/resource/health- safety-well-being/</u> Revised February, 2000 Revised April, 2012
60.	UNIT 1 12.08 [retentio n of appoint ment with loss of full-time status]	 12.08.1 Where an individual has submitted a first petition to the Dean of Graduate Studies through the Graduate Program Director (and copied directly to the Dean) to retain full-time status at least three months prior to the commencement of any academic session and they are offered an appointment in that session and the petition is not decided prior to the commencement of the appointment, they shall retain the appointment. 12.08.2 Where a full-time graduate student holds a teaching assistantship and loses their full-time status after the commencement of 	[clarifies retention of appointment when full- time status is lost; addresses CUPE policy grievance of 1 April 2022]		This is a comprehensive package proposal. Agreement to any one item is subject to agreement to all items with respect to Article 12.08 and the CUPE 3903 Unit 1 April 20, 2022 Policy Grievance set out below in this proposal. The University reserves the right to withdraw any or all of the items in this proposal if all items not agreed to. 1. Revised Article 12.08 language: 12.08.1 Where an individual has submitted a first petition to the Dean of Graduate Studies through the Graduate Program Director (and copied directly to the Dean) following the appropriate Faculty of Graduate Studies procedure and

		their appointment and retains their position, they shall retain that position in Unit 1 for the duration of the appointment.			deadlinesto retain full-time status at least three months prior to the commencement of any academic session and they are offered an appointment in that session and the petition is not decided prior to the commencement of the appointment, they shall retain the appointment.12.08.2Subject to 12.08.3, Ww here a full- time graduate student holds a teaching assistantship and loses their full-time
					1 policy grievance of April 20, 2022 regarding Article 12.08.
61.	UNIT 2 ART 12 APPOI NTMEN TS	ARTICLE 12 — APPOINTMENTS 12.02.2 The Employer will provide the applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive CUPE 3903 applications. If the application is delivered by the applicant, the receipt will be returned	ER: Electronic delivery of receipt of application & offers of appointment	[October 11, 2023] 12.02.2 The Employer will provide the applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive CUPE 3903 applications. If <u>When</u> the application is delivered by the applicant, <u>an</u> <u>electronic</u> the receipt will be returned	[August 17, 2023] ARTICLE 12 – APPOINTMENTS 12.02.2 The Employer will provide the applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive

12.13.1 Appointments shall be made in writing by a letter or letters similar to the "Offer of Appointment" form contained in Appendix B. The employer shall send the appointee two copies of the "Offer of Appointment." If the appointee taccepts the offer, one copy shall be signed and returned to the hiring unit, and the other will be retained by the appointee. A Revenue Canada TD form shall be included with the first "Offer of Appointment" sent to an employee for each academic session.12.13.1 Appointmen writing by a letter or "Offer of Appointment appointment appointee two copies Appointment." If the accepts the offer, one copy shall be offer, one copy shall returned the shiring unit, employee for each academic session.12.13.1 Appointmen writing by a letter or "Offer of Appointment" appointee Appointment." If the appointee two copies offer, one copy shall be retained by the appointee. A Revenue Canada TD form shall be included with the first "Offer of Appointment" sent to an employee for each academic session.
