

**February 07, 2024, Employer Without Prejudice or Precedent Framework for Settlement**

**IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT FOR UNIT 1**

BETWEEN:

**YORK UNIVERSITY**

**(the "Employer")**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903**

**(the "Union")**

**MEMORANDUM OF SETTLEMENT FOR A RENEWAL  
COLLECTIVE AGREEMENT – UNIT 1**

1. This Memorandum of Settlement is tabled without prejudice to the employer's tabling of amended or new proposals in the course of continued collective bargaining.
2. The term of the renewal collective agreement shall be from September 1, 2023, to August 31, 2026, and shall have no retroactive effect whatsoever other than as expressly set out herein.
3. Employees in the bargaining unit as of the date of ratification will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, 2023 up to the date of ratification and what they would have received during the same period of time had the wage rates been increased effective September 1, 2023 by 3.0%. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.
4. The renewal collective agreement shall be in the same form as the predecessor 2020-23 Collective Agreement other than as modified by Schedule "A", "B" and "C" to this Memorandum of Settlement.
5. The University reserves the right to withdraw or amend any or all proposals set out at Schedule "A", "B" and "C" if all items not agreed to.
6. All other proposals not included in the final form of this Memorandum of Settlement are withdrawn.
7. The final form of the renewal collective agreement is subject to a housekeeping review including, for example, consecutive numbering of all Articles and numerical consistency in references to Articles throughout the collective agreement.
8. Article numbers set out in Schedules "A" and "B" below are taken from the 2020-23 Collective Agreement and are subject to change in accordance with agreements reached in Schedule "C".

**Schedule "A" to Memorandum of Settlement for A Renewal Collective Agreement****Proposal Regarding Bill 124 Wage Re-Opener**

1. The University is seeking mutual agreement on any Bill 124 re-opener issues for the 3-year moderation period from September 1, 2020, to August 31, 2023, in the context of negotiations for a multi-year renewal collective agreement on compensation issues from September 1, 2023, onward.
2. CUPE 3903 confirms its agreement that employees in the CUPE 3903 bargaining unit(s) should not receive double compensation or recovery of any nature or kind whatsoever for any alleged losses in compensation that are claimed as arising from or related in any way to Bill 124. Without limiting the generality of the foregoing, this means that if these discussions result in a ratified Memorandum of Settlement for a multi-year renewal collective agreement, CUPE 3903 will reimburse the University for any monies its members receive directly or indirectly from the Ontario government for lost or forgone compensation during the Bill 124 moderation period.
3. Should these discussions result in the ratification of a Memorandum of Settlement for a multi-year renewal collective agreement and in the event that Bill 124 is upheld at either the Ontario Court of Appeal or the Supreme Court of Canada, which results in Bill 124 having been or being in force and effect, the parties shall meet to determine the nature and extent of monies required to be repaid to the University by employees in the CUPE 3903 bargaining unit(s) to be compliant with Bill 124. If the parties are unable to reach agreement in this regard, Eli Gedalof will be seized as mediator, and if necessary, arbitrator, with respect to determining any remedies.
4. Effective September 1, 2022, an increase to Article 10.04.1 (Salary Rates) and Article 15.04 (Authorized Replacement) of ~~3.0~~ **3.75**%.
5. Employees in the bargaining unit as of the date of ratification will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, 2022, up to the date of August 31, 2023. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.

**Schedule "B" to Memorandum of Settlement for A Renewal Collective Agreement**

**Proposals Regarding Salary, Grant-In-Aid and Collective Agreement Funds**

**1. Article 10.04.1 (Salary Rates) and Article 15.04.1 (Authorized Replacement)**

Increase salary rates in 10.04.1 and authorized replacement rates in 15.04.1 by

- 3.0% effective September 1, 2023;
- ~~2.5~~ **2.75**% September 1, 2024;
- ~~2.0~~ **2.25**% September 1, 2025.

**2. Article 10.03.1 (Grant-In-Aid)**

Increase Grant-in Aid rates by

- 3.0% effective September 1, 2023;
- ~~2.5~~ **2.75**% September 1, 2024;
- ~~2.0~~ **2.25**% September 1, 2025.

**3. Collective Agreement Funds**

Increase the following Funds by 1% in each of the 2023-24, 2024-25, and 2025-26 contract years:

Article 15.13.14	Childcare Fund
Article 15.14	Graduate Student Bursary Fund
Article 15.16	Professional Development Fund
Article 15.20	UHIP Fund
Article 15.22	Equity Fund
Article 15.27	CUPE 3903 Benefits Fund
Article 20	Ways and Means Fund
Letter of Intent 7	UHIP Fund for Visa Students

## Schedule "C" to Memorandum of Settlement for A Renewal Collective Agreement

### Other Proposals

Agreement to all proposals in this Comprehensive Framework, including Schedules "A" and "B", is subject to agreement to all items that **will be** contained in Schedule "C".

### ARTICLE 4 – DISCRIMINATION AND HARASSMENT – Employer Counter Proposal Feb 07, 2024.

#### 4.01 DISCRIMINATION

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

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

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

#### 4.02 HARASSMENT

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

#### 4.03 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT

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

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

The employer further agrees:

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

4.03.2 Sexual Harassment shall be defined as:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.03.7 When ~~the Employer receives a complaint~~ grievance is filed as per Article 4.03.4 ~~6-20,~~

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

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

#### ~~4.03.7 Separation of Complainant and Alleged Harasser~~

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

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

#### 4.03.9 Informal Resolution

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

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

#### 4.03.10 Mediation

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

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) If both parties wish to participate, a mediator will be appointed **by the Employer. from among a panel of internal mediators agreed upon by the Employer and CUPE 3003.** Within fourteen ~~(14)~~ calendar days, **or as soon as reasonably possible thereafter, of the Employer ascertaining that the respondent would be willing to participate in a mediation process, of the initial grievance meeting** the mediator will then hold a meeting with the parties involved.
- (c) The parties to any such mediation will include the ~~griever~~ **complainant** and the

respondent, representatives of the union(s) of which each of the ~~griever~~ complainant and the respondent are members, and representatives of the Employer.

- (d) The outcome of the mediation will result in one of the following:
- (i) No resolution is reached and the ~~griever~~ complainant decides to withdraw the ~~grievance-complaint~~ and take no further action.
  - (ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
  - (iii) No resolution is reached and the ~~griever~~ complainant requests that the matter proceed to the ~~Formal Complaint and Investigation~~ stage.

#### 4.03.11 ~~Complaint~~ Grievance Response and Redress

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

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

#### 4.03.12 Reprisal

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

### 4.04 RACIAL AND ETHNIC HARASSMENT

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

In keeping with this objective, the parties agree:

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

The employer further agrees:

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

4.04.2 Racial/ethnic harassment shall be defined as:

- (i) offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or
- (ii) offensive physical gestures or abuse; and/or
- (iii) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
- (iv) continued differential treatment in the assignment of duties or responsibilities (subject to Article \*12.01.7); and/or
- (v) any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to an individual and/or group(s) on the basis of native language (subject to Article \*12.01.7), race, colour, ethnicity, ancestry, nationality, place of origin, and/or religion by a person(s) who knows or ought reasonably to know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.

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

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

~~4.04.4 Decisions with respect to any remediation shall not be grievable except:~~

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

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

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

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

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

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

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

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

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

~~4.04.7 Separation of Complainant and Alleged Harasser~~

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

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 the Union.~~

#### 4.04.9 Informal Resolution

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

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

#### 4.04.10 Mediation

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

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) If both parties wish to participate, a mediator will be appointed **by the Employer**. ~~from among a panel of internal mediators agreed upon by the Employer and CUPE 2003.~~ Within fourteen ~~(14)~~ calendar days, **or as soon as reasonably possible thereafter, of the Employer ascertaining that the respondent would be willing to participate in a mediation process,** ~~of the initial grievance meeting~~ the mediator will then hold a meeting with the parties involved.
- (c) The parties to any such mediation will include the ~~griever complainant~~ and the respondent, representatives of the union(s) of which each of the ~~griever complainant~~ and the respondent are members, and representatives of the Employer.
- (d) The outcome of the mediation will result in one of the following:
  - (i) No resolution is reached and the ~~griever complainant~~ decides to withdraw the ~~grievance-complaint~~ and take no further action.
  - (ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
  - (iii) No resolution is reached and the ~~griever complainant~~ requests that the matter proceed to the **Formal Investigation** stage.

#### 4.04.11 **Complaint Grievance** Response and Redress

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

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

#### 4.04.12 Reprisal

No **person employed** 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 ~~the printing and distributing to all bargaining unit members and the Union,~~ and distribution of the agreed to number of sufficient copies of the agreed upon final form of this agreement. The parties agree to share equally the costs of printing the agreement. The Employer is also responsible for ensuring that members with visual impairments have access to the collective agreement in an appropriate and accessible format.
- 4.06.2 The Union shall be responsible for translating the collective agreement into French and printing sufficient copies of the translated agreement for its bilingual and Francophone members and the employer. The Employer agrees to bear one-half the cost of translating the agreement to a maximum of \$5000. The Employer also agrees to bear one-half the cost of printing and distributing a maximum of 100 copies of the translated agreement.

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

*Note: The employer has proposed a revision to Appendix E – Offer of Appointment so that embedded in the offer of appointment is a link to the collective agreement.*

### **ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES – Employer Counter Proposal Jan 17, 2024.**

- 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~~ five representatives from each party, inclusive of CUPE 3903 staff representatives and Employer Office of Labour Relations representatives. Each party shall inform the other of the names of the ~~three~~ five

representatives prior to the first Labour/Management committee meeting of the contract year.

- 5.01.2 The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. However, neither the Employer nor the Union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint Co-Chair, and the two persons so designated shall alternate in presiding over meetings. Either Co-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 with advance notice to the other party.

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#### 5.0.3.4 Use and Reporting of Data – Employer Proposal – Feb 02, 2024

(2) The Employer will annually report on equity data as follows:

(a) By December 1 each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-identification Representation Data broken down by department and faculty for the most recent consecutive three contract years for which the data is available as of the immediately preceding November 1, per Article 5.03.4(a)(ii). Internal Self-Representation Data will be provided for individual academic units with 10 or more contract faculty members over the reporting period. For academic units with fewer than 10 contract faculty over the reporting period, the University will provide confirmation of whether that unit is below or has met the equity goal of fair representation for Equity Groups. Subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, for academic units with fewer than 10 contract faculty over the reporting period, Self-Representation Data will be provided for the Faculty as a whole, which serves as the basis for determining underrepresentation in these units per Article 5.04.4(b) below.

(b) By December 1 of each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-Representation data including intersectionality totals of up to two Equity Groups correlated with information including number of positions held, position type, and salaries (by dollar range) available as of the immediately preceding November 1, per Article 5.03.1(d).

(c) Internal Self-identification Representation Data will show the total number of employees who completed a self-identification survey or applicant self-identification

form, as well as the total number of employees in the bargaining unit. For the purposes of the collective agreement, Representation will be determined using the number of employees who have completed a self-identification survey or applicant self-identification form.

### 5.03.5 Underrepresentation

#### (a) Representation Thresholds

Unless otherwise agreed upon and, in order not to interfere with the Employer's FCP obligations, where the representation percentages are not lower than those for the FCP Equity Groups in the External Availability Data for Canada as a whole, underrepresentation shall be understood to mean ~~fewer~~ a lower percentage of employees who identify as belonging to one or more of the Employment Equity Groups than is accounted for by the External Availability Data for Toronto, and the External Availability Data for Canada as a whole, whichever is higher. Since there is no External Availability Data for persons with disabilities, the parties will refer to the Statistics Canada Employment Equity Occupational Group 'Professionals' data for persons with disabilities.

Informed by this understanding of underrepresentation, the representation thresholds for the FCP Equity Groups current as of March 1, 2021 are as follows:

Women:	56.4%
Racialized:	52.2%
Indigenous:	1.8%

Persons with Disabilities: 8.9% \*as of November 2023

~~Representation data for persons with disabilities is not available either for Toronto or nationally.~~

#### (b) Determination of Underrepresentation in Academic Units with Few Contract Faculty

Where the number of contract faculty teaching in an academic unit render the Internal Self-Identification Representation Data for the academic unit unavailable, subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, the Internal Self-Identification Representation Data for the Faculty as a whole will be used to determine the representation thresholds for the academic unit. Fewer than 10 contract faculty in an academic unit over the 3-year reporting period will be considered too few to make Internal Self-Identification Representation Data available for the academic unit.

### **Letter of Understanding – Representation Thresholds – New Employer Counter Proposal – Feb 07, 2024**

In the event that Statistics Canada releases External Availability Data during the life of the collective agreement, the Employer will provide such data to the Employment Equity Committee at its first meeting after the release of such data by Statistics Canada. ~~and The parties will rely on the updated External Availability Data for it will form the basis of the representation thresholds set out in Article 5.03.5 for subsequent appointment exercises.~~

**ARTICLE 6 – GRIEVANCE PROCEDURE – ~~New Employer Counter Proposal – Feb 07, 2024~~**

- 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.
- (ii) 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.
- (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~~ **ten fourteen** calendar days of the date of the employer's response to the query, provided that the query is initiated within ~~twenty-eight~~ **fourteen** calendar days after the date of the "Notice of Recommended Appointment." The Employer will respond to the query within ten calendar days of the receipt of the query.
- 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 **INFORMAL RESOLUTION STEP ONE:** If an employee believes they may have a grievance, they may first ~~submit a grievance to and~~ discuss the matter with ~~their Chair or equivalent, accompanied by their steward or Union representative if they so wish. The Chair shall give their reply in writing within ten calendar days of receiving the grievance.~~ their immediate supervisor, accompanied by their steward if they so wish. The supervisor shall give their reply **in writing** within five calendar days.
- 6.04 **STEP ONE TWO:** If the ~~grievance~~ **matter** is not resolved ~~through informal resolution at Step One, or where Step One is not exercised,~~ **through informal resolution at** it shall be set forth in writing ~~as a grievance,~~ **as a grievance**, be signed by the grievor and a union representative and given to their Chair or equivalent within fourteen calendar days. At this point, 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 Chair or equivalent shall convene a meeting to discuss the grievance within ten calendar days of the receipt of the grievance and shall give their reply, in writing, within ten calendar days of that meeting.
- 6.05 **STEP TWO THREE:** If the grievance is not resolved at Step ~~One Two,~~ **One Two,** ~~the Grievance Committee shall submit the grievance to the Dean of the faculty in question within seventeen calendar days of the date of the Step Two reply,~~ **the Grievance Committee shall submit the grievance to the Dean of the faculty in question within** the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate ~~within seventeen calendar days of the date of the Step One reply.~~ **within seventeen calendar days of the date of the Step One reply.** The Dean or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance and shall give their reply, in writing, within ~~ten~~ **twenty-one** calendar days after that meeting.

~~6.06 STEP FOUR: If the grievance is not resolved at Step Three, the Grievance Committee shall submit the grievance to the Executive Director, Faculty Relations within seven calendar days of the date of the Step Three reply. The Executive Director, Faculty Relations or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of receipt of the grievance and shall give their reply, in writing, within twenty one calendar days of that meeting.~~

~~6.04 STEP TWO: Subject to the timeline of Article 6.01(ii) above, If the grievance is not resolved at Step One the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate within seven calendar days of the date of the Step One reply. Where Step One is not exercised, the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate, in accordance with the timeline in Article 6.01(ii). It The grievance shall be set forth in writing, be signed by the grievor and a union representative and submitted to the Dean or designate and the Director, Faculty Relations or designate. 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 or designate shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance, and a response to the grievance will be submitted in writing within twenty one calendar days of that meeting.~~

6.06 If the grievance is not settled at ~~Step Four~~ Step Two, 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~~ or designate within twenty-eight calendar days after receipt of the employer's written reply as required in Step ~~Two~~ Four. 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~~.

6.07 Subject to Article ~~6.146.13~~, 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.

6.08 GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step ~~Two~~ One if the employees are all employed within a single hiring unit, or at Step ~~Three~~ Two if employed in different hiring units, ~~subject to the time limits set out in 6.01 above.~~ ~~or at Step Four if employed in different faculties.~~

6.09 POLICY GRIEVANCE: A policy grievance, defined as involving question of general application or interpretation of this agreement, ~~may~~ will be initiated by the union at Step ~~Three or Step Four, as appropriate~~ Two, subject to the time limits set out in 6.01 above.

6.10 UNION ~~INITIATED~~ 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 ~~Three~~ Two, subject to the time limits set out in 6.01 above.

~~6.10.1 EMPLOYER INITIATED GRIEVANCE: Employer grievances alleging that the union has violated the collective agreement shall be initiated at Step Two, subject to the time limits set out in 6.01 above. An Employer-Initiated 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 interpretation of the agreement that allegedly has been violated and the relief sought. The parties shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance, and the Union's 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 grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator.~~

6.11 If ~~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.

6.12 The withdrawal of a grievance ~~by either party or~~ at ~~either~~ any Step shall be without prejudice to grievances on similar matters if the ~~party being grieved~~ employer receives written notification of this decision from the ~~grieving party~~ union. Settlements by the ~~parties~~ Employer of ~~matters at the informal resolution stage or of~~ grievances at ~~Steps One and Two~~ shall not prejudice the position of the employer or the union with respect to other grievances.

6.13 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.

6.14 In exceptional circumstances, the union may apply to the ~~Office of the Executive Director, Faculty Relations~~ for expedited processing of a grievance. ~~The Office of the Executive Director, Faculty Relations~~ or designate 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 ~~Two~~ ~~Four~~. Time limits set out in Article 6.01 above apply after the union has received the response from the ~~Office of the Executive Director, Faculty Relations~~.

6.15 On application by the union, grievances alleging violations of Article 2.03, 4.01, 4.02, 4.03, 14.01 and grievances submitted pursuant to Article 10.02.6 (iii) in the Unit 1 collective agreement, shall be processed according to the expedited grievance procedure specified in this article.

6.16 The parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the 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 grievance(s) in a union newsletter shall not violate the principle of confidentiality.

- 6.17 No bargaining unit member in a supervisory capacity will be required to hear or attend the grievance hearings of another employee. The member in the supervisory capacity 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 supervisory duties and responsibilities.
- 6.18 A grievor has the right to attend their grievance hearing at any step after **Informal Resolution Step One** and not face their supervisor directly in such a hearing.
- 6.19 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 to accrue interest at the annualized rate which the University is receiving for its short-term investments at that time. The interest payment will be pro-rated.
- 6.20 Grievances concerning harassment, discrimination, or disability may be initiated at Step **Two Four**.

#### **ARTICLE 7 – ARBITRATION – New Employer Counter Proposal – Feb 07, 2024**

- 7.01 ~~If the union so wishes, a~~ Grievances shall be heard by a single Arbitrator. ~~or by a three person Arbitration Board. If a single Arbitrator is requested by the union,~~ **The union shall.** ~~The Party advancing a grievance to arbitration shall~~ in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The **employer other Party** 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 upheld 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.~~
- ~~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.~~
- 7.02 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 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.

- 7.03 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 writing, to give it or their specific authority to do so or to make an award which has such effect.
- 7.04 Notwithstanding Articles ~~6.09 and 6.14~~ **6.07** and **6.13**, both parties agree that if an Arbitrator determines that the union has shown reasonable cause for a violation of time limits, the Arbitrator may hear the grievance.
- 7.05 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.
- 7.06 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.
- 7.07 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.

[Unit 1]

There is no Article 7.10 in Unit 3.]

- 7.08 The parties agree that an ~~Board of Arbitration or single~~ Arbitrator shall have the authority to resolve any matter referred pursuant to Article ~~10.04.2~~ **10.04.3**.

[Unit 2]

- 7.08 The parties agree that an ~~Board of Arbitration or single~~ Arbitrator shall have the authority to resolve any matter referred pursuant to Article 10.04.2.

[Unit 3]

*There is no Article 7.08 in Unit 3.*

~~**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.~~
- ~~3. **Mediator Arbitration fees:** Each party shall pay one half of the Arbitrator's fees and expenses.~~

- ~~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 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.~~
- ~~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.~~
- ~~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.~~
- ~~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.~~
- ~~9. **Outcome:** The outcome of the mediation-arbitration process will be one of the following:~~
- ~~a. No resolution is reached and the grieving party elects to withdraw the grievance and take no further action with respect to the matters which gave rise to the grievance; or~~
  - ~~b. A resolution is reached, the terms 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).~~

## ARTICLE 8 – DISCIPLINE – November 24, 2023

### 8.01.1 JUST CAUSE

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

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

## 8.02.1 PROGRESSIVE DISCIPLINE

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

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

## 8.02.3 CONFIDENTIALITY

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

8.03.1 Subject to 8.03.3:

## STEP ONE: NOTICE OF MEETING

- (i) Prior to any consideration of discipline, the Chair/Director, ~~or~~ Dean, or designate who has received a Formal Complaint under the University's Procedures for Dealing With Complaints of Harassment or Discrimination, or a complaint concerning the professional performance and/or conduct of an employee which is inappropriate to the employment relationship, including sexual and/or gender or racial and/or ethnic harassment, shall, within twenty-one calendar days of receiving the complaint, notify the employee and the union and schedule a meeting to discuss the subject matter of the complaint informally. (Where there has been a Formal Complaint under the University's Procedures for Dealing With Complaints of Harassment or Discrimination, it is understood that an investigation into such a complaint can require a longer process. It is agreed that any such investigation shall be conducted as expeditiously as possible so as to be completed within 90 calendar days of the initial Step One Meeting, or such longer time as the parties may mutually agree.) Such Notice of Meeting shall be in writing using a letter or letters similar to the form contained in Appendix C and shall contain a brief but clear statement of the allegations which form the basis of the complaint, of the employee's right to union representation at the meeting, as well as the time, place and date of the meeting, and shall inform the employee that they may request an alternative meeting time.
- (ii) If the complaint is not dismissed or otherwise resolved as a result of the meeting referred to in 8.03.1(i), or where the employee waives explicitly, or implicitly by not attending, their opportunity for such meeting, and the Chair/Director, Dean, ~~Director~~ or designate determines that further action is warranted, they shall do one of the following:
  - (a) where the employee concerned is within two years of the start date of their first appointment in Unit 2, establish a Competence and Ability Review Period (CARP) subject to Article 12.09.2 of the Unit 2 collective agreement;
  - (b) initiate a formal evaluation pursuant to Article 13;
  - (c) send a Letter of Warning to the employee.

NOTE: If an employee, who by not attending implicitly waives their opportunity for such

meeting, notifies the Chair/~~Director~~, Dean/~~Director~~ or designate as soon as possible of reasonable cause for non-attendance, the action per (a), (b), or (c) shall not apply unless and until the opportunity for a second meeting is provided.

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

#### 8.03.2 STEP TWO: LETTER OF WARNING

- (i) The decision to send a Letter of Warning (per 8.03.1(ii)(c) above) shall be communicated in writing to the employee within fourteen ~~(14)~~ calendar days of the meeting date or the date scheduled for the meeting. Where a Letter of Warning is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of the ~~Executive~~ Director, Faculty Relations shall be the only parties to receive a copy.
- (ii) The Letter of Warning shall state that discipline may be considered, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the ~~Letter of Warning~~ ~~complaint~~ and/or, where the complaint concerns the standard of the employee's work, if the employee fails to bring their work up to a reasonable standard by a given date. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.
- (iii) The decision to send a Letter of Warning [taken per 8.03.1(ii)(c)] shall not be construed as discipline and shall not form part of the employee's disciplinary record, and cannot be used against an employee in any decision made with respect to their present or future employment, other than as specified in Article 8.03.1(i) and Article 8.03.4.

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

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

## 8.04.1 STEP THREE: DISCIPLINE MEETING

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

## 8.04.2 NOTIFICATION OF ACTION

The Dean or designate:

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

8.05 It is agreed that the employer has the right in exceptional circumstances to suspend an employee during the period of its consideration of the matter, including the delay in 8.04.2 (ii), and prior to the imposition of any other discipline. In all such cases the suspensions shall be with pay.

8.06 Notwithstanding 8.03.4, any discipline or warning shall not be used against an employee after a period of twenty-four months from the date of the warning or discipline.

8.07 ~~If the employee wishes to grieve their discipline, when the disciplinary action is not a discharge, the grievance may be initiated at Step Three. If an employee they wishes to~~ ~~grieve their discipline or discharge, it may shall be initiated directly at Step Four Two.~~ In either case, the grievance shall be presented within fourteen calendar days of the date of the letter provided for in 8.04.2 (i).

8.08 Any of the time allowances set out in this article may be extended if mutually agreed to in writing by the employer and the union. Such agreement shall not be unreasonably withheld by either party.

- 8.08.1 (i) No bargaining unit member in a supervisory capacity will invoke the disciplinary provisions of this collective agreement on any other bargaining unit member employee. The member in a supervisory capacity shall refer all complaints in which discipline may be ~~indicated~~ warranted to their immediate supervisor (e.g., the Chair). The employer retains the right to interview the member prior to proceeding further.
- (ii) No bargaining unit member in a supervisory capacity shall be required to attend pre-disciplinary (per 8.03.1) or disciplinary (per 8.04.1) hearings.
- (iii) No bargaining unit member in a supervisory capacity shall be held responsible for the act or omission that is the subject of a complaint or discipline, or any

consequences deriving there from, of any other employee. This in no way relieves the bargaining unit member of any of their supervisory duties and responsibilities.

- (iv) No bargaining unit member in a supervisory capacity shall suffer any penalty in their employment or academic standing for exercising their rights under this article.

**ARTICLE 10 – POSITIONS, AND RATES OF PAY EMPLOYMENT COMPENSATION AND FINANCIAL ASSISTANCE – December 11, 2023**

**10.1 Positions**

- 10.1.01.1 The parties recognize that the employer wishes to provide teaching opportunities for full-time graduate students-...
- 10.1.01.2 In such circumstances where full-time graduate students are appointed to course directorship positions originally posted in Unit 2 and for which there were no suitably qualified and available Unit 2 applicants,...
- 10.1.01.3 The employer shall provide the union with a list of the appointees and the courses to which they are appointed by 31 October, 1 March, and 30 June 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 CUPE 3903 Equity Officer and the Joint Labour Management Committee.
- 10.1.01.4 For all employees appointed as course directors in Unit 1 for the first time, including those appointed to positions originally posted in Unit 2, the employer shall provide, at their request, the assistance of a marker/grader at...
- 10.1.01.5 BRIDGE  
Experience gained for appointments held while a full-time graduate student employee in Unit 1 shall count as applicable prior experience, as defined in Article 12.02.2 in the Unit 2 collective agreement, towards appointments in Unit 2-...
- 10.1.02 WORKLOAD
- 10.1.02.1 Any position listed in Article 10.04 and held by a full-time graduate student is either a full or a partial teaching assistantship. When a full-time graduate student is hired for a full teaching assistantship, it is understood that they will not be required to work more than an average of ten hours per week over the academic session to a total of no more than 270 hours-...
- 10.1.02.2 (i) All work of a teaching assistant assigned and/or approved by the course supervisor shall be included in the hours noted above-...
- (ii) Any employer-required training or orientation of fewer than ten hours, or fewer than fifteen hours in the case of a first appointment as an employee of York University, shall be included in the hours specified in Article 10.02.1 and normally shall take place during the period of time that the employee holds the position-...
- 10.1.02.3 It is recognized that in keeping with the regulations of the Faculty of Graduate Studies, full teaching assistantships shall consist of no more than 270 hours.
- 10.1.02.4 Since the course supervisor is primarily responsible for assigning reasonable

duties and responsibilities, allocating sufficient hours, and ensuring that the assigned duties and responsibilities of the assistantship can be completed within the time allocated:

- (i) As soon as possible after the start of the appointment, and, normally, no later than the end of September, the course supervisor shall assign and discuss the duties and responsibilities and the reasonable pacing of the work assigned, **including provide to the teaching assistant important course dates (such as assignment due dates and dates of tests and exams) which correspond to centralized administrative deadlines (such as the final date for submitting grades)**, taking into consideration the normal sessional fluctuation and patterns of work, of the appointment, in as much detail as practicable, with the teaching assistant. This discussion, including the allocation of time for the various duties and responsibilities, shall be confirmed in writing to the teaching assistant by the course supervisor with a copy to the hiring unit Chair and to the union within fourteen (14) calendar days of the meeting. This written confirmation shall hereafter be referred to as the Workload Form.
- (ii) The course supervisor shall again discuss the assigned duties and responsibilities with the teaching assistant to assess whether the remaining duties and responsibilities can be completed within the hours allocated. This subsequent meeting normally shall be held as soon after the mid-point of the course as practicable, and by the end of January in the fall/winter session. The discussion and assessment shall be confirmed in writing to the teaching assistant by the course supervisor, with a copy to the hiring unit Chair and to the union within fourteen (14) calendar days of the meeting. Where the assessment indicates that overwork has occurred or is likely to occur, the course supervisor and teaching assistant shall meet, with a union representative present if the teaching assistant so wishes, and, where appropriate, shall attempt to find a mutually acceptable remedy.
- (iii) Where an employee holds a teaching assistantship in Unit 1 for the first time, and the course supervisor fails to discharge their responsibilities per (i) and (ii) above, work performed by the teaching assistant up to the time a workload meeting is held normally shall be deemed to have been assigned and/or approved by the course supervisor.
- (iv) Where an employee holds a teaching assistantship in Unit 1 for the second or subsequent time, and the course supervisor fails to discharge their responsibilities per (i) or (ii) above by the deadlines therein specified, and the teaching assistant or Union promptly thereafter notifies the Chair pursuant to 10.1.02.6 (ii) that such meeting has not been held, work performed by the teaching assistant up to the time such meeting is held normally shall be deemed to have been assigned and/or approved by the course supervisor.

10.1.02.5 Since the teaching assistant is primarily responsible for ensuring that the assigned duties and responsibilities of the assistantship are completed within the time allocated:

- (i) Notwithstanding 10.1.02.4(ii), as soon as the teaching assistant becomes aware, or reasonably ought to have been aware that the hours in 10.02.1

may be exceeded, normally they shall request in writing a meeting with the course supervisor, or in exceptional circumstances shall request in writing a meeting with the Chair, to discuss possible overwork. The course supervisor or Chair and teaching assistant shall meet, with a union representative present if the teaching assistant so wishes, and, where appropriate, shall attempt to find a mutually acceptable remedy.

- (ii) An acceptable remedy in a discussion as per 10.1.02.4(ii) or 10.1.02.5(i) above, is compensation for additional hours worked, provided that the Dean or their designate approves such compensation.

- 10.1.02.6 (i) Where the teaching assistant or the union believes that the workload provisions of the collective agreement have not been fulfilled, or where a mutually acceptable remedy is not found, they normally shall inform the Chair of the workload concerns. The Chair shall consult with the responsible union representative(s) and the teaching assistant, if appropriate, within seven days of the receipt of the notice, and, where appropriate, shall attempt to find an acceptable remedy. Normally, the Chair shall have fourteen days from the receipt of notice to resolve the matter.
- (ii) Where, upon completion of the procedures specified in Article 10.02.6(i), the matter is not satisfactorily resolved, grievances alleging violations of Articles 10.1.02.3 through 10.1.02.6 shall normally proceed to Step 3.
  - (iii) In exceptional circumstances, on application by the union indicating such exceptional circumstances, grievances alleging violations of Articles 10.1.02.3 through 10.1.02.6 may be processed according to the expedited grievance procedure in Article 6.15.
  - (iv) Notwithstanding 10.1.02.5 (ii), an acceptable remedy of a grievance alleging overwork is compensation for additional hours worked at the Overwork Rate.

- 10.1.02.7 Where not in conflict with centralized administrative deadlines\*, such as the final date for submitting grades, Unit 1 employees will not be required to fulfil marking/grading obligations for a period of five calendar days immediately prior to a dissertation or thesis (or major paper equivalent) defense, or a major paper deadline in a graduate course or a comprehensive examination or the equivalent degree requirement in programs not requiring comprehensive examinations or presentation at academic conferences. Further, where not in conflict with centralized administrative deadlines, Unit 1 employees will not be required to submit grades for a period of three days immediately following the fore noted events/activities. It is understood that it is the responsibility of the employee to notify the hiring unit of their intention to exercise this entitlement.

Where a centralized administrative deadline for the completion of grading falls within a period of five calendar days immediately prior to or three days immediately following a major paper deadline in a graduate course, or a comprehensive examination or the equivalent degree requirement in programs not requiring comprehensive examinations, and where the conflict cannot otherwise be resolved, the appropriate graduate director shall reach a reasonable accommodation with the teaching assistant, their academic supervisor and/or their graduate instructor; such accommodation may include a

rescheduling of the teaching assistant's academic deadline.

- \*1. Fall term course drop date
- 2. Final grades, fall term
- 3. Full year course drop date
- 4. Winter term course drop date
- 5. Final grades

10.1.02.8 Where two Unit 1 employees are each allotted a partial teaching assistantship for the same tutorial group in a summer Foundations course, each will be consulted and allowed an opportunity for input by the course supervisor regarding the manner in which the work required is divided between the partial teaching assistants assigned to the group.

## **10.2 EMPLOYMENT COMPENSATION**

### **10.2.031.1 REMUNERATION FOR TEACHING ASSISTANTS**

Consistent with Article 10.01.2 (Workload), remuneration for a full teaching assistantship in each 12 month period consists of one of: two tutor 1 assignments; or two three-lab-hours per week assignments as tutor 2; or one course director assignment; or one writing instructor assignment; or 270 hours of tutor 3, tutor 4, or coach (AMPD) assignments; or 100 hours of music tutor; or two three-hour studio assignments as tutor 6 (studio instructor, AMPD [two two-hour assignments as tutor 6 in Dance]); or one tutor 7 position plus one-half of any of the full teaching assignments as computer centre advisor, each to be paid at the rates set out in Article 10.1.4.1.

~~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 \$16,411.~~

~~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 10.02.1 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. For the purposes of this article, a full-time graduate student is as defined in the Faculty of Graduate Studies calendar.~~

~~Individuals who are:~~

~~the priority pool;~~

~~hold a summer half teaching assistantship~~

~~and can reasonably expect to be offered a teaching assistantship in the f/w academic session can elect to bank the summer portion of their salary supplement and grant-in-aid and receive them in the subsequent fall/winter academic session.~~

~~For a fuller explanation of how teaching assistant pay is configured refer to Appendix C: "Remuneration for Teaching Assistants"~~

10.2.031.2 ~~a)~~ For Employment Insurance purposes only a course director for a 6 credit course will be deemed to have worked 535 hours. Other assignments will be pro-rated.

~~(b) The rate of a course directorship will be substituted for the rate of a teaching assistantship including grant in aid for the purpose of satisfying the additional guaranteed funding for Priority Pool Members specified in the Letter of Agreement: Additional Funding for Priority Pool Members. For clarity, if the rate of a teaching assistantship including GIA is \$14,000 and the rate of a course directorship is \$16,000, the additional guaranteed funding for Priority Pool members set out in the Letter of Agreement will be in addition to the course directorship rate and not in addition to the teaching assistantship rate such that if the total amount based on the teaching assistantship rate is \$20,000 the total amount for Priority Pool members with a course directorship will be \$22,000.~~

10.2.042.1 SALARY RATES

~~Full Teaching Assistantship: Sept. 1, 2020 \$16,088  
Sept. 1, 2021 \$16,249  
Sept. 1, 2022 \$16,411~~

~~...~~

10.2.042.2 The Employer will notify Unit 1 members of the seniority points attached to each tutor position by including the seniority points for each position in the posting.

10.2.042.3 The Employer will specify the seniority value for the course being offered as a part of the offer of employment.

10.2.042.4 DEFINITIONS

~~...~~

**New Employer Counter Proposal – January 17, 2024**

"TUTOR 3" shall be defined as an individual who marks and grades students' submitted work, and who may perform duties related ~~to that marking/grading~~ such as consultation with students and invigilation, but who is not assigned principal responsibility for the design and/or presentation of a course or for the conduct of tutorial groups **and is not the primary point of contact for students. Refer to Article 16.05.1, 16.05.2, and 16.05.3 for the triggers for marker/grader assistance.**

...

10.2.042.5 The Labour/Management Committee shall be responsible for reviewing contact hours anomalies. Hiring units which have anomalies shall, upon request, provide the Committee with a written rationale for these anomalies.

10.2.053 TECHNOLOGY AND INSTRUCTION

10.2.053.1 Where email communication takes place, the employee shall provide students with an email contact address and may, acting reasonably, determine not if but when and to what extent email responses are to be provided.

10.2.053.2 Once an employee has been appointed to a course director position for a particular session they will not be required to convert that course to an alternate mode of delivery.

10.2.053.3 Where on-line applications are required for internal bursaries, scholarships or awards administered by the Faculty of Graduate Studies, hard copy versions of these application forms will be made available to the union at their request on behalf of specific CUPE 3903 employees for whom on-line access is not reasonably available.

...

10.2.053.6 Where technology is required for the proper instruction of the course, the employer shall ensure that the appropriate equipment is readily accessible.

10.2.064 SALARY ADJUSTMENTS

In each year of the collective agreement, no person who has held a position in the bargaining unit prior to 1 September shall receive a salary for a similar position less than the salary for the position when previously held, adjusted to the current salary grid.

10.2.075 Salaries, ~~plus any grant in aid,~~ shall be paid in equal monthly instalments over the period of the appointment and a statement of earnings and deductions shall be provided, also on a monthly basis. When an appointment has not been processed in time to effect payment on the normal payday of the first month, the employer shall make that payment as soon as practicable. An employee shall have the right to complete a Revenue Canada TD1 form.

~~Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies shall post the Grant in Aid monies to a student's account by no later than the 25th of every month.~~

~~10.08. Should a teaching assistant be the recipient of a scholarship or fellowship that limits additional grant or total income to a level below that earned in salary and grant in aid by the teaching assistant, the employer shall, at the employee's request, reduce the amount of grant in aid in order that the employee may retain the full amount of the scholarship or fellowship. However, the salary portion of the teaching assistantship shall not be reduced.~~

10.2.096 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.~~

- 10.2.40-7 Commencing in fall 1999, the employer shall provide a statement itemizing the various components of teaching assistant remuneration with each monthly pay cheque. In the interim, and as a supplement to the above-noted statement, at the beginning of each session, the employer shall send to each Unit 1 member a memorandum detailing and explaining the various components of teaching assistant remuneration.
- 10.2.44-8 Upon termination of employment, the employer shall issue a Record of Employment in compliance with Service Canada requirements, or within five days, whichever is sooner. Should a paper copy be requested by the employee, one shall be provided within five days of a written request, following the termination of employment.

#### ~~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 2018-19 contract year to \$1351, and in the 2019-20 contract year to \$1382. In the 2020-2021 contract year this amount will be increased to \$1396; in the 2021-2022 contract year to \$1410 and in the 2022-2023 contract year to \$1424.~~

~~Beginning September 1, 2016 all other members of the bargaining unit shall receive for each term in which they are registered full time and pay fees \$649 per term. Effective the 2017-18 contract year, this amount will be increased to \$663, in the 2018-19 contract year to \$678, and in the 2019-20 contract year to \$694. In the 2020-2021 contract year this amount will be increased to \$701; in the 2021-2022 contract year to \$708 and in the 2022-2023 contract year to \$715. Beginning September 1, 2016 all other members of the bargaining unit in the second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full time and pay fees \$814 per term. Effective the 2017-18 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 the contract year this amount will be increased to \$879; in the 2021-2022 contract year to \$887 and in the 2022-2023 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 no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term.~~

~~10.2.42-49~~ INTEREST ON OUTSTANDING TUITION FEES

All bargaining unit members who elect payment of fees by payroll deduction shall not be charged any fees for this service. Interest on the outstanding balance will not be applied to the accounts of members who apply for and authorize payment by this method, in writing, on the appropriate form, to be completed in the Faculty of Graduate Studies Office by the required deadline.

~~40.12.2~~ ~~No member shall have collective agreement payments which are processed through the student account system (with the exception of graduate financial assistance) reduced by an amount owing without the member's written permission. The permission form shall inform the employee that they have the right to consult the union before signing the form.~~

~~10.2.43-10~~ PENSION PLAN

~~10.2.4310.1~~ The employer shall provide for those eligible employees who are not members of a full-time pension plan and who are not eligible to be members of a full-time pension plan at York University or elsewhere an opportunity to participate in the York University Pension Plan (the Plan).

~~10.2.4310.2~~ All eligible members who are not enrolled in the Plan will be notified of their eligibility in writing by October 31 each year. ...

~~10.2.4310.3~~ The Union shall select one representative to sit on the All-University Pension Committee and at least one representative to sit on the Board of Trustees of the Plan.

~~10.2.4310.4~~ The Employer agrees to continue to sponsor educational programs mounted by the Retirement Consultation Centre for the University community.

~~10.2.4310.5~~ The Employer shall provide the Union with copies of all Plan text amendments, actuarial valuation reports, financial statements and annual information returns required to be filed with pension regulatory authorities. The Employer shall also provide a plain language pension plan booklet, a copy of which can be accessed at: (<https://retire.info.yorku.ca/second-page/pension/>). This booklet shall be updated from time to time as necessary.

~~10.2.44-11~~ DENTAL PLAN

~~10.2.4411.1~~ The Employer shall contribute toward the yearly administration cost and eligible claims under an Administrative Services Only ("ASO") Group Dental Plan for each employee.

~~...~~

~~10.2.45-12~~ LONG-TERM DISABILITY PLAN

~~10.2.45~~12.1 The Employer shall contribute towards the yearly premiums of the existing UNUM Long-Term Disability Plan or another Long-Term Disability Plan that provides at least the same level of benefits as the existing UNUM plan (the "LTD Plan") for employees who meet the criteria in (i) and (ii) below:

- (i) has at least four months of service to the University and will earn at least \$8,200 (if the fall/winter earnings are less than \$8,200, the previous summer's earnings will be taken into account to determine eligibility); and
- (ii) is not covered by another employer-paid long-term disability plan, shall be enrolled in the LTD Plan

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#### ~~10.2.46~~13 DRUG AND PARAMEDICAL SERVICES PLAN

~~10.2.46~~13.1 The employer shall contribute toward the yearly administration cost and claims under an ASO Group Drug & Paramedical Services Plan for each employee.

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#### ~~10.2.47~~14 VISION CARE PLAN

~~10.2.47~~14.1 The employer shall contribute toward the yearly administration cost and claims under an ASO Group Vision Care Plan for each employee.

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~~10.2.48~~15 The parties agree that dental, drug, vision care and family benefits will be provided through an ASO Plan administered by the York University Department of Total Compensation (Pension and Benefits).

Information about vision, extended health care and dental benefits can be accessed at the following website:

<https://retire.info.yorku.ca/files/2019/11/cupe-3903-unit-1-2-3-and-4-active-2019.pdf?x89967>

#### ~~10.2.49~~16 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-....

~~10.2.20~~17 The Employer shall provide access to all members and their family to the Employee and Family Assistance Program (EFAP) for the remainder of any academic year in which an Employee has worked under a contract.

### **10.3 FINANCIAL ASSISTANCE FOR TEACHING ASSISTANTS**

In recognition that teaching assistants are full-time graduate students, individuals holding a teaching assistantship will receive Teaching Assistant Financial Support subject to the provisions of Articles 10.2.2 ("Grant-In-Aid") and 10.2.3 ("Graduate Financial Assistance") below to support their full-time graduate studies. The value of the Teaching Assistant Financial Support will vary depending on the individual's

number of years in the Priority Pool and whether or not they ~~are visa students~~ pay international tuition fees.

For the purposes of this article, a full-time graduate student is as defined in the Faculty of Graduate Studies calendar.

### 10.3.1 Teaching Assistant Financial Support “TA Financial Support”

TA Financial Support consists of two components: Grant-In-Aid and Graduate Financial Assistance. This support is deposited to a student's account.

### 10.3.2 Grant-In-Aid

~~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. Grant-In-Aid applies is provided only to~~ for the first full teaching assistantship (or to fractional teaching assistantships to the total of a first full teaching assistantship) as defined in Article 10.021.2.4 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~~ 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. Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies shall post the Grant-In-Aid monies to a student's account by no later than the 25th of every month while the student holds the teaching assistantship.

The amount of Grant-In-Aid for a full Teaching Assistantship is the difference between the salary of the work assignments making up the full Teaching Assistantship and \$16,411, subject to Articles 10.3.2.1 and 10.3.2.2 below. For example, the value of Grant-In-Aid for a full Teaching Assistantship consisting of two Tutor 1 assignments, is as follows:

September 1, 2022: \$4,073

Grant-In-Aid is prorated for less than a full Teaching Assistantship. For example, the amount of Grant-In-Aid for a half Teaching Assistantship consisting of one Tutor 1 position is half of \$4,073 or \$2,036.50 according to the September 1, 2022 amount.

10.3.2.1 Should a teaching assistant be the recipient of a scholarship or fellowship that limits additional grant or total income to a level below that earned in salary and grant-in-aid by the teaching assistant, the employer shall, at the employee's request, reduce the amount of ~~grant-in-aid~~ Grant-In-Aid in order that the employee may retain the full amount of the scholarship or fellowship. However, the salary portion of the teaching assistantship shall not be reduced.

10.3.2.2 Where a course directorship is assigned, TA Financial Support does not include Grant-In-Aid. In such circumstances, TA Financial Support consists of Graduate Financial Assistance as set out in Article 10.03.3 below only. For clarity, if the ~~rate~~ value of a teaching assistantship ~~including~~ consisting of two Tutor 1 positions and Grant-In-Aid is ~~\$14,000~~ \$16,411 and the rate of a course directorship is ~~\$16,000~~ \$18,454, the additional guaranteed funding for Priority Pool members set out in the Letter of Agreement will be in addition to the course directorship rate and not in addition to the ~~value of the~~ teaching assistantship ~~rate~~ such that if the total amount based on the teaching assistantship ~~rate~~ is ~~\$20,000~~ \$22,500 the total amount for Priority Pool members with a course directorship will be ~~\$22,000~~ \$24,543.

10.3.2.3 Individuals who are:

- (a) in the priority pool; and
- (b) hold a summer half teaching assistantship; and

- (c) can reasonably expect to be offered a teaching assistantship in the f/w academic session can elect to bank the summer portion of their salary supplement and grant-in-aid and receive them in the subsequent fall/winter academic session.

For a fuller explanation of how teaching assistant pay is configured refer to Appendix G: "Remuneration for Teaching Assistants"

### **10.3.3 Graduate Financial Assistance**

#### **10.3.3.1 Graduate Student Employees Paying International Tuition Fees**

Beginning ~~September 1, 2015~~ in the 2022-2023 contract year, all members of the bargaining unit ~~who are visa students~~ shall receive for each term in which they are registered full time and pay **international tuition** fees \$1,194~~\$1,095~~ per term. ~~Effective the 2017-18 contract year, this amount will be increased to \$1,108, in the 2018-19 contract year to \$1,132, and in the 2019-20 contract year to \$1,158. 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~~ in the 2022-2023 contact year **members of the bargaining unit** ~~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 **international tuition** fees \$1,424~~\$1,295~~ per term. ~~Effective the 2017-18 contract year, this amount will be increased to \$1,322, in the 2018-19 contract year to \$1,351, and in the 2019-20 contract year to \$1,382. In the 2020-2021 contract year this amount will be increased to \$1,396; in the 2021-2022 contract year to \$1,410 and in the 2022-2023 contract year to \$1,424.~~

#### **Graduate Student Employees Paying Domestic Tuition Fees**

Beginning ~~September 1, 2016~~ in the 2022-2023 contract year all other members of the bargaining unit shall receive for each term in which they are registered full-time and pay **domestic tuition** fees \$715~~\$649~~ per term. ~~Effective the 2017-18 contract year, this amount will be increased to \$663, in the 2018-19 contract year to \$678, and in the 2019-20 contract year to \$694. In the 2020-2021 contract year this amount will be increased to \$701; in the 2021-2022 contract year to \$708 and in the 2022-2023 contract year to \$715.~~ Beginning ~~September 1, 2016~~ in the 2022-2023 contract year all other members of the bargaining unit in the second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full-time and pay **domestic tuition** fees \$896~~\$814~~ per term. ~~Effective the 2017-18 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 the contract year this amount will be increased to \$879; in the 2021-2022 contract year to \$897 and in the 2022-2023 contract year to \$906.~~

- 10.3.3.2** 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 no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term.

#### **10.3.4 Total payments for TA Financial Assistance in connection with a Teaching Assistantship consisting of two Tutor 1 positions is set out below (based on 2022-23 rates) :**

- A. ~~Visa~~ Graduate student employees who pay international fees
- (i) Up to end of first year in the Priority Pool (typically first 2 years of doctoral program):

<i>Graduate Financial Assistance:</i>	\$3,582
<i>Grant-In-Aid:</i>	\$4,073
<i>Two Tutor 1 positions</i>	\$12,338
<b>Total:</b>	<b>\$19,993</b>

## (ii) Second and subsequent years in Priority Pool:

<i>Graduate Financial Assistance:</i>	\$4,272
<i>Grant-In-Aid:</i>	\$4,073
<i>Two Tutor 1 positions</i>	\$12,338
<b>Total:</b>	<b>\$ 20,683</b>

## B. Graduate student employees who pay domestic fees

## (i) Up to end of first year in the Priority Pool (typically first 2 years of doctoral program):

<i>Graduate Financial Assistance:</i>	\$2,145
<i>Grant-In-Aid:</i>	\$4,073
<i>Two Tutor 1 positions:</i>	\$12,338
<b>Total:</b>	<b>\$18,556</b>

## (ii) Second and subsequent years in Priority Pool:

<i>Graduate Financial Assistance:</i>	\$2,688
<i>Grant-In-Aid:</i>	\$4,073
<i>Two Tutor 1 positions:</i>	\$12,338
<b>Total:</b>	<b>\$19,099</b>

10.3.5 No member shall have collective agreement payments which are processed through the student account reduced by an amount owing without the member's written permission. The permission form shall inform the employee that she has the right to consult the union before signing the form.

**ARTICLE 11 – POSTINGS**

11.01.5 ~~Upon application by the~~ The Union may file ~~the employer shall expedite the processing of~~ any grievances respecting postings at Step Two of the Grievance Procedure. ~~in accordance with Article 6.15.1.~~

**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 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 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 **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:

- (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. A report of such cases will be made to the Labour/Management 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 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 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) 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.

#### 12.07 WRITTEN OFFER OF APPOINTMENT

12.07.1 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.~~ **they shall sign and return it** 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.

12.07.3 Candidates must confirm their acceptance of an offer of appointment within fourteen calendar days, at which time the offer will expire. No candidate who allows an offer of appointment to expire will be precluded from being considered for another appointment.

#### 12.07.4 CANCELLATION OF APPOINTMENTS

When a position which has been offered in writing is cancelled for 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) following the appropriate Faculty of Graduate Studies procedure and deadlines 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 Subject to 12.08.3, ~~where~~ where a full-time graduate student holds a teaching assistantship and loses their full-time status, i.e., fails to maintain continuous registration as a full-time student or successfully petitions for academic leave after the commencement of their appointment ~~and retains their position~~, they shall retain that position in Unit 1 for the duration of the appointment.

12.08.3 If the reason for the loss of full-time status is incompatible with the employee performing the duties of the teaching assistantship, then the employee shall be placed on an applicable Collective Agreement leave(s) during the teaching assistantship.

**Note: language here in blue is not proposed language for the collective agreement, but is proposed as part of the University's agreement to the language above at Article 12.08:**

#### Regarding the April 20, 2022 Policy Grievance

The union will withdraw the CUPE 3903 Unit 1 policy grievance of April 20, 2022 regarding Article 12.08.

#### 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 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 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, **such materials shall be removed from the file at the employee's request and the employee shall be notified once the materials have been removed.** ~~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 only to provide a source of information in reaching decisions on 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.

### 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 at York who is acceptable to the hiring unit, of the various duties and responsibilities of the position based on reasonable academic criteria consistent with Article 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).

- (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.
- (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:

- (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:
  - 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:

- (i) use reasonable methods and criteria of evaluation appropriate to the hiring unit and to the position in question; and
- (ii) be in writing.

13.02.3 All formal evaluations must comply with the following procedures.

- (i) ~~The hiring unit will discuss with the employee the selection of the evaluator. The employee may suggest one or more names for consideration, and the employee's suggested names will not be unreasonably denied. 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.~~  
The hiring unit will discuss with the employee the selection of the evaluator. The employee may suggest one or more names for consideration, and the employee's suggested names will not be unreasonably denied. 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 evaluation, of the person to conduct the evaluation and of the methods and criteria to be used at least ~~fourteen~~ 44 days (pro-rated for sessions other than fall/winter but not fewer than ~~3~~ five 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~~ **fourteen** days' notice (pro-rated for sessions other than fall/winter but not fewer than ~~3~~ **five 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 took place, and the employee may add their written comments to the evaluation within three weeks of the discussion if they so wish.
- 13.03 A grievance over the contents of an evaluation shall not be processed past Step ~~Three~~ **Two**. In the event that such a grievance reaches Step ~~Three~~ **Two**, it shall be deemed settled by the Dean's reply, and ~~Step Four and/or~~ Article 7 (Arbitration) shall not be invoked. This does not limit the right to grieve the reasonableness of the methods and criteria of evaluation. Such a grievance shall not operate to halt or interfere with the evaluation process unless otherwise agreed by the parties or ordered by an Arbitrator ~~or~~ **Arbitration Board**.
- 13.04 Written formal evaluations may be kept only in an employee's professional performance and service 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 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.

## **ARTICLE 15 – GENERAL – December 11, 2023**

- 15.01.3 **RESOURCES FOR PERSONS WITH DISABILITIES**  
 Persons with disabilities, per ~~the~~ York University's **accommodation process** ~~Occupational Health and Safety Policy~~, shall be accommodated, **including through** and have access to ~~the DOHS funds designated for the purchase of~~ special equipment or required resources **identified as a required accommodation** to assist employees in the performance of their teaching, demonstrating, tutoring or marking, **as appropriate**, on the same basis as other York University employees. ~~The Office of the Disabilities Co-ordination Manager will act as a liaison between the Employer and the employee with disabilities on these issues.~~
- 15.10 ~~DISABILITY/ILLNESS/INJURY LEAVE~~ **CODE BASED EXTENSION REQUESTS**

A full-time graduate student whose studies have been impacted by a protected ground under the *Ontario Human Rights Code* ("OHRC") for which they require accommodation may submit a petition for academic extension for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). ~~Full and part-time graduate students who suffer illness or injury may submit petitions for academic extensions for up to a total of twelve months beyond the Faculty of Graduate Studies deadlines.~~ Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. Such petitions shall be kept confidential. When considering these petitions, the Dean shall review medical certification and statements as to the effect of the disability or disabilities, illness or injury upon the progress of the student's work. If requested by the member, in the case of a petition based upon a disability or disabilities, the Dean shall also meet with an officer from ~~the Office of Persons With Disabilities~~ **Student Accessibility Services** to discuss the petition. If the Dean decides not to grant such a petition, they shall state the reasons for their decision in writing, including the basis upon which they decided that the effect of the illness, injury and/or disability or disabilities upon the progress of the student's work was not sufficient to 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.

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.

15.13.2 The Employer agrees to contribute annually to operating costs of the Student Centre Childcare facility, **known as the Lee Wiggins Childcare Centre**. In each year of the collective agreement, the amount allocated shall be \$50,000. By September 30 of each academic year the Employer will allocate \$50,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. Any remaining amount from the subsidies that goes unused shall be reallocated towards operational costs of the Student Centre Childcare Facility. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.

15.16 PROFESSIONAL DEVELOPMENT FUND  
The Employer agrees to contribute to the Professional Development Fund **as follows: \$138,370 effective September 1, 2020, \$130,754 effective September 1, 2021, and \$141,152 effective September 1, 2022.**

**\$142,564 Effective September 1, 2023,  
\$143,989 Effective September 1, 2024,  
\$145,430 Effective September 1, 2025, and each September 1 thereafter.**

The purposes, criteria, procedures, eligibility and priorities for distribution of these monies shall be established 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 of monies shall be submitted in writing to the Labour/Management Committee. Any unspent monies shall roll over into the subsequent contract period.

The Parties suggest that the Committee consider the following two priorities:

- (1) to assist new employees within the first two years of employment in 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.

#### ARTICLE 17 – LEAVES

- 17.06 PAID ~~PREGNANCY MATERNITY~~ LEAVE Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a ~~pregnant female~~ employee shall be entitled to paid ~~pregnancy maternity~~ leave of up to seventeen thirty-fifths of the period of their Appointment Contract(s). Requests for ~~Pregnancy Maternity~~ Leave will be made as soon as practicable and normally no later than one month before the intended start-date of the leave.
- 17.06.1 YEAR OF SERVICE CREDIT FOR MATERNITY PRIOR TO 1987-88 Prior to the 1987-88 contract year, when there were no ~~pregnancy maternity~~ or long-term ~~pregnancy maternity~~ leave provisions in the collective agreement, if an employee can demonstrate that they would have been eligible at that time, according to the current collective agreement's eligibility criteria (except for the requirement for a written request to the Chair), and held APE in the years preceding and following the year in which they would have been entitled to such a leave, they will be credited with 1 year of service for each period that they would have been entitled to such a leave.
- 17.07 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 ~~they are~~ ~~she is~~ going to accept care-giver responsibility. Where ~~more than one~~ ~~two employees~~ ~~have~~ care-giver responsibility for a new-born child and one is eligible for ~~pregnancy maternity~~ leave, they may divide the amount of paid ~~pregnancy maternity~~ and care-giver leave between them.
- 17.08 PAID ADOPTION LEAVE Upon written request indicating the expected date of adoption of an infant (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 thirty-fifths of the period of their Appointment Contract(s). Where ~~more than one~~ ~~two employees~~ ~~is~~ ~~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.
- 17.09 ~~CARE-GIVER UNPAID PARENTAL LEAVE~~ ~~—TIME OFF~~ Upon written request, the ~~pregnant employee~~ ~~natural mother~~ shall be entitled to an ~~unpaid parental~~ leave of up to

sixty-one ~~thirty-five~~ weeks in time off, in addition to the ~~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 ~~sixty-three~~ **twenty** weeks in time off, including the paid portion of leave specified in Articles 17.07 and 17.08.

- 17.10 ~~MATERNITY~~ **PREGNANCY** LEAVE REPLACEMENTS It is understood that in replacing an employee off on ~~maternity/parental~~ **pregnancy/caregiver** leave, the employer shall ensure that any initial replacement posting has the same qualifications as the original posting for the position and the employer shall ensure that any selected candidate meets the posted qualifications. If the position is not filled by way of the initial posting and the employer re-posts the position with lesser qualifications, then the selected replacement employee will not be able to exercise incumbency achieved by way of the replacement period against the employee on leave
- 17.11 SUPPLEMENTAL BENEFITS The employer shall maintain a "Supplemental Unemployment Benefits Plan" pursuant to the Employment Insurance Act and - 56 - Regulations in regard to ~~maternity~~ **pregnancy**, parental and adoption leave. The employer shall make amendments as appropriate to ensure that the Plan provides the maximum permissible benefits in conjunction with Articles 17.06, 17.07 or 17.08.

#### ARTICLE 19 – DURATION AND MODIFICATION OF AGREEMENT – **November 24, 2023**

- 19.01 This agreement shall continue in force and effect from the date of ratification to 31 August ~~2023~~ **2026** and shall be renewed automatically thereafter for periods of one year each unless either party notifies the other in writing within the period of ninety days before the agreement ceases to operate that it desires to amend or terminate this agreement. Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed or the right to strike or lockout accrues, whichever first occurs.

#### ARTICLE 20 – WAYS & MEANS FUND – **Employer Proposal Feb 02, 2024**

- 20.01 ~~Upon ratification the employer will pay to the union \$40,245 towards the union's Ways & Means Fund, which fund is administered by the union. For 2009-10, effective September 1, 2009, this amount will be increased to \$42,245 and for 2010-11, effective September 1, 2010, this amount will be increased to \$44,245. Effective September 1, 2014, the Employer will pay to the Union \$50,245 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.~~
- ~~Effective September 1, 2018 the Employer will contribute \$85,000 to this Fund in each year of the Collective Agreement.~~

Upon ratification ~~of the 2009-10 Collective Agreement~~ **of the 2023-26 Collective Agreement** the employer will pay to the Union ~~\$40,245~~ **\$XX**, ~~less the amount of \$238,342.09 that was paid to the Union in the fall of 2023,~~ **less the amount of \$238,342.09 that was paid to the Union in the fall of 2023**, towards the Union's Ways & Means Fund, which fund is administered by the Union. For ~~2009-10-2024-25, effective September 1, 2009-2024,~~ **2023-26, effective September 1, 2023-2026**, this amount will be ~~increased to \$42,245~~ **\$YY** and for ~~2010-11-2025-26, effective September 1, 2010-2025,~~ **2023-26, effective September 1, 2023-2026**,

**Commented [DB1]:** Where XX = \$238,242.09 + 1% + \$10,000

**Commented [DB2]:** Where \$YY = \$XX + 1%

this amount will be increased to \$44,245 ~~and each year thereafter~~. ~~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.~~

~~The Employer will contribute to this fund \$132,072.07 effective September 1, 2020, \$183,514.87 effective September 1, 2021, and \$238,342.00 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 Employer will commit up to \$10,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer)~~

Commented [DB3]: Where \$ZZ = \$YY + 1%

**Letter of Agreement  
Discussions regarding Workplace Accommodation – (New Employer Counterproposal) –  
December 19, 2023**

The Union and the Employer agree that at each of the November and May Employee Well-Being – CUPE 3903 Monthly Review meetings, the parties will engage in a discussion the scope of which will include:

1. Data that the Employer provides to CUPE in advance of these meetings; and
2. Discussion and feedback regarding individual CUPE 3903-represented employees' experience with the accommodation processes under the Disability Support Program, with a view to opportunities for continuous improvement.

Two weeks in advance of a scheduled meeting, the Employer will provide the union with aggregate data regarding newly medically accommodated employees in the CUPE 3903 bargaining units, including non-confidential information regarding the nature of the accommodation provided.

Each party may have up to three representatives at these discussions. Such representatives shall normally include Manager, Employee Well-Being (or nearest equivalent position) and Disability Support Specialist(s) on behalf of the Employer and the CUPE 3903 Equity Officer (or nearest equivalent position) on behalf of the Union. If either party wishes to have more than three representatives in attendance, they should seek the agreement of the other party no later than seven days in advance of the meeting.

This Letter of Understanding will expire with the commencement of the renewal collective agreement following the 2023-26 collective agreement unless this Letter of Understanding is renewed by the parties.

**LETTER OF UNDERSTANDING – EMPLOYER PROPOSAL FEB 02, 2024**

**B E T W E E N:**

**CUPE 3903 Units 1, 2 and 3**

**(“UNION”)**

**and**

**YORK UNIVERSITY**

**(“UNIVERSITY”)**

**Re: Paid Adoption Leave**

Whereas Paid Adoption Leave is currently provided on the terms set out in the collective agreements<sup>1</sup>.

And Whereas, the federal government has proposed amendments to the *Employment Insurance Act (EI Act)* to provide up to 15 weeks of shareable EI adoption benefits.

Now Therefore the parties agree that:

If the legislation passes during the 2023-2026 collective agreement, the University will increase the paid adoption leave in the relevant paid adoption leave article of the collective agreement from twelve thirty-fifths to fifteen thirty-fifths for any paid adoption leaves commencing after that date.

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<sup>1</sup> Article 17.08 in Units 1 and Unit 2 and Article 16.10 in Unit 3

APPENDIX B – November 24, 2023  
TEACHING ASSISTANTSHIP – OFFER OF APPOINTMENT YORK UNIVERSITY

Dear \_\_\_\_\_ Date: \_\_\_\_\_

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

Hiring Unit \_\_\_\_\_ Faculty \_\_\_\_\_

1. Position Title \_\_\_\_\_ \*No. of Assignments/Hours \_\_\_\_\_

Article 10.04

Course \_\_\_\_\_ Meeting Time(s) \_\_\_\_\_

Calendar Listing

Session \_\_\_\_\_

Base Total \_\_\_\_\_ \*\*Supplement \_\_\_\_\_

Vacation Pay \_\_\_\_\_ \*\*Grant in Aid \_\_\_\_\_

2. Position Title \_\_\_\_\_ \*No. of Assignments/Hours \_\_\_\_\_

Article 10.04

Course \_\_\_\_\_ Meeting Time(s) \_\_\_\_\_

Calendar Listing

Session \_\_\_\_\_

Base Total \_\_\_\_\_ \*\*Supplement \_\_\_\_\_

Vacation Pay \_\_\_\_\_ \*\*Grant in Aid \_\_\_\_\_

It should be understood that this offer in total consists of \_\_\_\_\_ fullteaching 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 agreementbetween York University and the Canadian Union of Public Employees, Local 3903. In particular please read Article 10.02.1 for elaboration on your teaching assistantship and hours of work.

\*\*Please confirm the accuracy of these Supplemental and Grant-In-Aid figures by referring to the attached memorandum, **REMUNERATION FOR TEACHING ASSISTANTS.**

If you accept this offer of appointment, please complete, sign, and promptly return the attached copy of this form to me **within fourteen calendar days, at which time the offer will expire.** (~~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 GRADU-ATE STUDENT STATUS AFTER REGISTERING FOR THE SEMESTER IN WHICH THE CONTRACT IS OFFERED.**

Please indicate any changes/additions to the information which the hiring unit has on file in the following areas.  
**PLEASE NOTE: Delays and/or errors in processing, and/or misdirection of the first salary payment may be unavoidable if informationis inaccurate or incomplete.**

Name \_\_\_\_\_ Telephone \_\_\_\_\_  
surname given name

Address \_\_\_\_\_ Postal Code \_\_\_\_\_

Emergency Contact \_\_\_\_\_  
name relationship telephone (home & bus.)

Social Insurance Number \_\_\_\_\_ Sex \_\_\_\_\_ Date of Birth \_\_\_\_\_  
mm dd yy

Bank (Name, Branch & Address) \_\_\_\_\_

Account # \_\_\_\_\_

Country of Birth \_\_\_\_\_ Current Citizenship \_\_\_\_\_

Work Visa Expiry Date \_\_\_\_\_

Check one from "a" or "b":

(a) \_\_\_\_\_ I accept the appointment(s) as offered.

(b) \_\_\_\_\_ I accept the appointment(s) offered subject to the changes set out below.

**Check "c" if applicable**

(c) \_\_\_\_\_ **I have read the attached notice re: salary supplements and grant- in-aid and I would like to bank the summer portion of the salary supplement and grant-in-aid and receive it in the subsequent fall/ winter academic session.**

1. Position Title \_\_\_\_\_ No. of Assignments/Hours \_\_\_\_\_  
Per offer of appointment

Course \_\_\_\_\_ Session \_\_\_\_\_  
Per offer of appointment

2. Position Title \_\_\_\_\_ No. of Assignments/Hours \_\_\_\_\_  
Per offer of appointment

Course \_\_\_\_\_ Session \_\_\_\_\_  
Per offer of appointment

Teaching Assistants:

The amount of money paid for teaching duties is classified as employment income <save and except for the Grant In Aid>; 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.

I understand that as a full time graduate student I am permitted to work no more than an average of ten hours per week.

I confirm the accuracy of the above 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: (<http://www.yorku.ca/hr/units/employeerelations/ewb.html>)  
<https://thecentre.yorku.ca/resource/health-safety-well-being/>

**For information regarding group health and dental plan benefits see link below:**  
[Link to benefit enrolment form to be included.](#)

**For information regarding the terms and conditions of your employment as set out in a collective agreement between York University and CUPE 3903 Unit 1 see link below:**  
[https://www.yorku.ca/labour/wp-content/uploads/sites/105/2023/09/Unit-1-CA-2020-2023-FINAL-06-06\\_2.pdf](https://www.yorku.ca/labour/wp-content/uploads/sites/105/2023/09/Unit-1-CA-2020-2023-FINAL-06-06_2.pdf)

Revised February, 2000  
Revised April, 2012  
Revised November, 2023

**(NEW) APPENDIX “X”: DEFINITION OF DAY**

Throughout the Collective Agreement “Day(s)” refers to calendar day(s), unless:

- a) The language of the Collective Agreement specifies “Working Days”; or
- b) The day(s) at issue is/are observed as a statutory holiday by the University or the University is otherwise closed, in which case the day(s) shall not count towards any time limit set out in the Collective Agreement.

**NEW Employer Proposal – February 07, 2024**

*Without Prejudice*

*The Employer’s proposal is that upon the renewal of the York-CUPE 3903 Unit 1, 2 and 3 collective agreement, the Employer would write to the Union as set out below. This letter would not form part of the collective agreement*

*Draft Letter to CUPE 3903 from the Employer:*

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Dear Stephanie,

In recently concluded collective bargaining for the renewal of the York University – CUPE 3903 Units 1, 2 and 3 Collective Agreements, CUPE presented a proposal regarding the provision of supports and services to racialized employees.

We appreciate your attention to racism’s diverse forms and consequences, as well as its inextricability from intersecting identities and we share your investment in the well-being of racialized employees. Indeed, countering racism at York (and beyond) has been a driving force behind multiple initiatives, including but not limited to: the Security Services Review, the Framework and Action Plan on Black Inclusion, and the DEDI Strategy. Racial equity is also being embedded in the Well-being Strategy thanks to extensive consultations with York community members. All of these include recommendations for specific services and practices in order to both counter racism and enable racialized members of York’s community to thrive.

The Division of EPC, which is the lead or co-sponsor of these initiatives, is planning the implementation of these recommendations in ways that are holistic, community-informed, aimed

at the flourishing of racialized individuals and communities, and will be accessible to CUPE members. CUPE members will be invited to share their ideas and feedback about the implementation of various recommendations. They may do so through channels open to York community members in general or could also request an additional CUPE-specific discussion if that is preferable. I would welcome and appreciate their engagement very much.

Laina Bay-Cheng  
Interim Vice-President Equity, People & Culture