

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

IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT FOR UNIT 3

BETWEEN:

YORK UNIVERSITY

(the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903

(the "Union")

**MEMORANDUM OF SETTLEMENT FOR A RENEWAL
COLLECTIVE AGREEMENT – UNIT 3**

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 All other proposals not included in the final form of this Memorandum of Settlement are withdrawn.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 10.02 (Remuneration for Graduate Assistants) 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 10.02 (Salary Rates)**

Increase salary rates in 10.02 by

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

2. Article 10.02 (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 15.09.3 | Childcare Fund |
| Article 18 | Ways and Means Fund |
| Article 19 | Professional Development Fund |
| Article 22 | CUPE 3903 Benefits Fund |
| Article 23 | UHIP Fund |
| Article 25 | Equity Fund |

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 **Accommodate** 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/secretariat/policies/policies/human-rights-policy-and-procedures/>, ~~subject to the provisions of the Collective Agreement.~~

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

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

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

~~(ii) the complainant-employee, or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 9.~~

~~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 2903~~ **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 – November 24, 2023

- 5.01.1 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of three representatives from each party. **Each party shall inform the other of the names of the three representatives.**
- 5.01.2 The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this

agreement. However, neither the Employer nor the Union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint Co-Chair, and the two persons so designated shall alternate in presiding over meetings. Either 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 issue 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.

5.0.4.4 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.

5.04.5 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 5.04.5~~ **for subsequent appointment exercises.**

ARTICLE 6 – GRIEVANCE PROCEDURE – 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.

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 immediate supervisor, accompanied by their steward if they so wish. The supervisor shall give their reply **in writing** within ~~five ten~~ calendar days.

6.04 **STEP ONE TWO**: ~~The~~ **If the matter is not resolved through informal resolution, grievance it** shall be set forth in writing **as a grievance**, be signed by the grievor and a Union representative and given to the Dean of FGS or designate within fourteen calendar days. The written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Dean of FGS or designate shall convene a meeting to 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~~, ~~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 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. ~~The Department of Faculty Relations or its designated representative~~ **The Dean 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 of FGS or designate and the Director, Faculty Relations or designate within seventeen calendar days of the date of the Step One reply, or Where Step One is not exercised the grievance shall be submitted to the Dean of FGS or designate and the Director, Faculty Relations or designate, in accordance with the timeline in Article 6.01(ii). The grievance shall may be set forth in writing, be signed by the grievor and a union representative and submitted to the Dean of FGS 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 of FGS or designate shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance and shall submit their reply, in writing, within twenty-one calendar days of that meeting.~~

6.06 If the grievance is not settled at Step ~~Three Two~~ it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the ~~Executive~~ Director,

~~Department of~~ Faculty Relations within twenty-eight calendar days after receipt of the Employer's written reply as required in Step Two. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator ~~or Arbitration Board~~.

- 6.07 Subject to Article 6.13, the parties agree to follow the grievance procedure in accordance with the steps, time limits and conditions contained herein. If at any Step the Employer's representative fails to give their written answer within the required time limit, the Union and the employee may file the grievance at the next Step at the expiration of such time limit. If the employee or the Union fails to follow the grievance procedure in accordance with the required steps, time limits and conditions, the grievance shall be deemed withdrawn.
- 6.08 GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step One.
- 6.09 POLICY GRIEVANCE: A policy grievance, defined as involving a question of general application or interpretation of this agreement, may be initiated by the union at Step ~~One~~ 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 ~~One~~ 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 the Union ~~one party~~ 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~~ at any ~~either~~ 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 ~~Step One~~ 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 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.
- 6.15 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.
- 6.16 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.
- 6.17 Grievances concerning harassment, discrimination, or disability may be initiated at Step ~~Two~~ Three.
- 6.18.1 In exceptional circumstances, the Union may apply to the ~~Office of the Executive Director, Faculty Relations (FR)~~ for expedited processing of a grievance. The ~~Office of the Executive Director, Faculty Relations FR~~ shall respond to this application within seven calendar days. When it is agreed that circumstances warrant it, the parties can agree to commence the grievance procedure at Step ~~Two~~ Three. Time limits set out in Article 6.01 above apply after the Union has received the response from the ~~Office of the Executive Director, Faculty Relations FR~~.
- 6.18.2 On application by the Union, grievances alleging violations of Article 2.03, 4.01, 4.02, 4.03, and grievances submitted pursuant to Article 10.01 and 10.02, shall be processed according to the expedited grievance procedure specified in this Article.
- 6.19 No bargaining unit member will be required to hear or attend the grievance hearings of another employee. The member shall suffer no penalty in their employment or academic standing for exercising their rights under this Article. In no way does this provision relieve the bargaining unit member of any other duties and responsibilities.
- 6.20 Grievances concerning harassment, discrimination, or disability may be initiated at Step Two.

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 ~~6.08 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~~ **10.04.4**.

[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(c).~~

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.
- 8.09
- (i) No bargaining unit member in a supervisory capacity will invoke the disciplinary provisions of this collective agreement on any other bargaining unit member employee. 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, EMPLOYMENT COMPENSATION, AND FINANCIAL ASSISTANCE ~~AND RATES OF PAY~~ (New Employer Counter) November 30, 2023

10.1 Positions

~~10.04-1.1~~ **10.1.1 HOURS OF WORK**

Employees in the bargaining unit are in graduate assistantships and accordingly are not regularly employed for more than an average of ten (10) hours per week for any period for which they are registered full-time graduate students.

The supervisor and employee shall meet to discuss the assigned duties and responsibilities as soon as possible, but normally no later than 28 days after the start of the contract. This discussion will be confirmed in writing through the completion of the relevant section of the Graduate Assistant Workload Form (Appendix D), copies of which will be provided to the employee and the graduate program director.

The supervisor shall again meet with the employee to discuss the assigned duties and responsibilities. This meeting will normally be held as soon after the mid point of the contract as possible, and by the end of January in the fall/winter session. This discussion will be confirmed through the completion of the relevant section of the Graduate Assistant Workload Form (Appendix D), copies of which will be provided to the employee and graduate program director.

10.041.1.2 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.

10.031.1.3. Postings

Except as otherwise provided in the Collective Agreement, all positions in Unit 3 shall be electronically posted by the hiring unit on a site accessible to employees and the Union. The following posting deadlines shall apply other than in exceptional circumstances:

July 1st for positions scheduled to begin in September; November 1st for positions scheduled to begin in January; and March 1st for positions scheduled to begin in May.

GAship postings shall be clearly labelled as Unit 3 and shall identify:

- (i) the duties, responsibilities and tasks;
- (ii) reasonable qualifications of the position;
- (iii) the number of hours of the GAship;
- (iv) **Wages as per Article 10.2.1 and Grant In Aid as per Article 10.3.1;**
- (v) the start and end date of the GAship;
- (vi) application deadline;

Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the position will partially or fully satisfy the applicant's funding commitment from the University.

All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seek a position.

All appointments shall be made from among the applicants who meet the qualifications.

Hiring Units will make available a common application form or template (hard copy or electronic).

10.02-2 **Employment Compensation**

10.2.1 REMUNERATION FOR GRADUATE ASSISTANTS

Nothing herein is intended to restrict in any way the ability of graduate assistants in the bargaining unit to receive non-employment graduate support (e.g., fellowships, bursaries, awards, scholarships).

~~(a) From September 1, 2020 to August 31, 2021:~~

~~Employees in the bargaining unit will receive \$11,397 (\$7,475 in wages and~~

~~\$3,922 grant-in-aid) for a 270-hour graduate assistantship, this amount to be pro-rated for graduate assistantships of more or less than 270 hours. From September 1, 2021 to August 31, 2022~~

~~Employees in the bargaining unit will receive \$11,511 (\$7,550 in wages and \$3,961 grant-in-aid) for a 270-hour graduate assistantship, this amount to be pro-rated for graduate assistantships of more or less than 270 hours, but in no case shall a graduate assistantship be less than 135 hours.~~

~~(a) From September 1, 2022 to August 31, 2023~~

Employees in the bargaining unit will receive \$11,627 (\$7,626 in wages and \$4,001 grant-in-aid) wages for a 270-hour graduate assistantship according to the schedule below, this amount to be pro-rated for graduate assistantships of more or less than 270 hours, but in no case shall a graduate assistantship be less than 135 hours.

(a) From September 1, 2022 to August 31, 2023: \$7,626

Employees in the bargaining unit will not work more than the number of hours of their GAsip and no employee will be required to work more than 40 hours in any 4-week period except with the employee's written agreement. Further, employees in the bargaining unit will not work more than the number of hours of their GAsip without the employee's written agreement and the written agreement of the Dean of FGS or his or their designate and any hours worked beyond the number of hours of the employee's GAsip will be paid at a pro-rated hourly rate (i.e. the value of a full GAsip divided by 270).

~~Pursuant to Articles 10.08 (GA Financial Assistance) and 10.09 (Summer Assistance) below, eligible employees holding a Graduate Assistantship who are registered full time and pay fees in the Fall, Winter and Summer Terms in the 2019-2020 academic session will receive, in addition to their Graduate Assistantship salary, non-taxable funding up to the amounts set out in the table below.~~

| | GA Financial Assistance (2-Terms) | Summe r Assista nce | Total |
|-------------------------------|--|--|-------------------------|
| Internatio nal | \$2,316 (GA in 1st year) | \$3,000 | \$5,3 16 |
| Student GA | \$2,764 (GA in subsequent year) | | \$5,7 64 |
| Domesti c | \$1,512 (GA in 1st year) | \$3,000 | \$4,5 12 |
| Student GA | \$1,896 (GA in subsequent year) | | \$4,9 06 |

~~10.031.3. Postings~~

~~Except as otherwise provided in the Collective Agreement, all positions in Unit 3 shall be electronically posted by the hiring unit on a site accessible to employees~~

and the Union. The following posting deadlines shall apply other than in exceptional circumstances:

July 1st for positions scheduled to begin in September; November 1st for positions scheduled to begin in January; and March 1st for positions scheduled to begin in May.

GAship postings shall be clearly labelled as Unit 3 and shall identify:

- (vii) the duties, responsibilities and tasks;
- (viii) reasonable qualifications of the position;
- (ix) the number of hours of the GAship;
- (x) the start and end date of the GAship;
- (xi) application deadline;

Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the position will partially or fully satisfy the applicant's funding commitment from the University.

All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seek a position.

All appointments shall be made from among the applicants who meet the qualifications.

Hiring Units will make available a common application form or template (hard copy or electronic).

10.04-2.2 VACATION PAY

All members of the bargaining unit shall be entitled to an additional percent of their wages 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.

10.05-2.3 RECORD OF EMPLOYMENT

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.

10.06-2.4 PAYMENT

Remuneration under Article 10.02 shall be paid in equal monthly instalments over the period of the graduate assistantship and a statement of earnings and deductions itemizing the various components of graduate assistant remuneration shall be provided 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 may complete a Revenue Canada TD1 form.

10.07-2.5 INTEREST ON FEES

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.

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.

10.08 GA FINANCIAL ASSISTANCE

~~Beginning in the fall of 2016, all members of the bargaining unit who are domestic students shall receive \$708 in the fall and winter terms. Effective in the fall of 2017 all employees in the bargaining unit shall receive \$723 in the fall and winter terms; beginning in the Fall of 2018 this amount will increase to \$739; and beginning in the fall of 2019, this amount will increase to \$756. Effective in the fall of 2020 all employees in the bargaining unit shall receive \$764 in the fall and winter terms; beginning in the Fall of 2021 this amount will increase to \$771; and beginning in the fall of 2022, this amount will increase to \$779. Beginning in the fall of 2016 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$888 in the fall and winter terms. Effective in the fall of 2017 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$907 in the fall and winter terms; beginning in the fall of 2018 this amount will increase to \$927; and beginning in the fall of 2019 this amount will increase to \$948. Effective in the fall of 2020 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$957 in the fall and winter terms; beginning in the fall of 2021 this amount will increase to \$967; and beginning in the fall of 2022 this amount will increase to \$977.~~

~~All members of the bargaining unit who are international students shall receive \$1085 beginning in the fall of 2016. Effective fall of 2017 all employees in the bargaining unit who are international students shall receive \$1108 in the fall and winter terms; beginning in the fall of 2018 this amount will increase to \$1132; and beginning in the fall of 2019 this amount will increase to \$1158. Effective fall of 2020 all employees in the bargaining unit who are international students shall receive \$1170 in the fall and winter terms; beginning in the fall of 2021 this amount will increase to \$1181; and beginning in the fall of 2022 this amount will increase to \$1193. Starting in the Fall of 2016 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive \$1295 in the fall and winter terms. Beginning in the fall of 2017 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive \$1322 in the fall and winter terms; beginning in the fall of 2018 this amount shall increase to \$1351; and beginning in the fall of 2019 this amount will increase to \$1382. Beginning in the fall of 2020 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive \$1396 in the fall and winter terms; beginning in the fall of 2021 this amount shall increase to \$1410; and beginning in the fall of 2022 this amount will increase to \$1424.~~

~~Employees in the Unit 1 bargaining unit receive any graduate financial~~

~~assistance through the Unit 1 collective agreement and accordingly are not eligible for any Unit 3 GA financial assistance under this Article.~~

~~The Faculty of Graduate Studies will make best efforts to post the financial assistance to students' accounts within six weeks of the start of the relevant term.~~

~~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~~

~~10.09~~ ~~SUMMER ASSISTANCE~~

~~Bargaining unit members assigned a graduate assistantship in the fall/winter session of 2011-2012 (September 1 to April 30) and who are registered full-time in summer will receive GA summer assistance in the immediately following summer term (May 1 to August 31) of that year in the amount of \$1,200. This amount will be increased to \$1,300 for the summer 2013 and increased to \$1750 for the summer 2014. Effective May 1, 2015 this amount will be increased to \$3000.~~

~~10.40-2.6~~ BENEFITS

(1) DENTAL PLAN

- (a) The Employer shall contribute toward the yearly administration cost and eligible claims under an Administrative Services Only ("ASO") Group Dental Plan for each employee.
- (b) The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of their graduate assistantship. Effective September 1, 2015 the employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of their graduate assistantship. This and any other provisions governing the removal of individuals from the Plan may be modified from time to time by the Labour/Management Committee.

(2) DRUG AND PARAMEDICAL SERVICES PLAN

- (a) The employer shall contribute toward the yearly administration cost and claims under an ASO Group Drug & Paramedical Services Plan for each employee.
- (b) The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of their Appointment Contract(s). Effective September 1, 2015 the employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of their graduate assistantship.
- (c) All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

(3) VISION CARE PLAN

- (a) The Employer shall contribute toward the yearly administration cost and claims under an ASO Group Vision Care Plan for each employee.
- (b) The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of their appointment contract(s). Effective September 1, 2015 the employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of their graduate assistantship.
- (c) All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

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).

(4) BENEFITS WEBSITE

The following will be included in the Graduate Assistant Workload Form:

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>

(5) EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

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.

~~10.11 RESEARCH COSTS FUND~~

~~The Employer shall maintain a fund to defray research costs incurred by full-time graduate students who hold or have held a position in the bargaining unit. Effective September 1, 2018, the amount allocated to the fund shall be \$110,000. Any unexpended monies shall be retained in the fund. All Research Costs grants shall be in varying amounts up to \$1,600 per academic year.~~

~~The Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the union, one full-time faculty member selected by the employer, and the Dean of Graduate Studies or designate, using criteria and procedures approved by the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.~~

~~10.12 TUITION COSTS FUND~~

~~The Employer shall transfer \$12,500 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/ conferences related to their employment. Any unexpended monies shall be retained in the Fund. The Tuition Costs Fund shall be administered by the Professional Development Fund Committee of the Union. An annual report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.~~

10.3 Financial Assistance for Graduate Assistants

In recognition that Graduate Assistants are full-time graduate students, the following **Graduate Assistant Financial Support is provided to support their studies:**

10.3.1 Grant-In-Aid

Graduate students holding a full Graduate Assistantship receive Grant-In-Aid in the amount ~~of \$3,883 in the 2010-2020 contract year~~ set out as follows:

September 1, 2022: \$4,001

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 Graduate Assistantship. Grant-In-Aid will be prorated for less than a full Graduate Assistantship. For example, Grant-In-Aid for a half Graduate Assistantship will be half the prevailing amount (e.g., \$2,000.50 at the 2022 amount).

10.3.2 GA Financial Assistance

10.3.2.1 Graduate Student Employees Paying Domestic Fees

~~Beginning in the fall of 2016~~**2022**, all members of the bargaining unit who ~~are~~ **pay** domestic ~~students' tuition fees~~ shall receive ~~\$779~~**\$708** in the fall and winter terms. ~~Effective in the fall of 2017 all employees in the bargaining unit shall receive \$723 in the fall and winter terms; beginning in the Fall of 2018 this amount will increase to \$730; and beginning in the fall of 2019, this amount will increase to \$756. Effective in the fall of 2020 all employees in the bargaining unit shall receive \$764 in the fall and winter terms; beginning in the Fall of 2021 this amount will increase to \$771; and beginning in the fall of 2022, this amount will increase to \$770.~~ Beginning in the fall of ~~2016~~**2022** all employees in the bargaining unit who in the previous academic year had a GAship shall receive ~~\$977~~**\$888** in the fall and winter terms. ~~Effective in the fall of 2017 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$907 in the fall and winter terms; beginning in the fall of 2018 this amount will increase to \$927; and beginning in the fall of 2019 this amount will increase to \$948. Effective in the fall of 2020 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$957 in the fall and winter terms; beginning in the fall of~~

~~2021 this amount will increase to \$967; and beginning in the fall of 2022 this amount will increase to \$977.~~

10.3.2.2 *Graduate Student Employees Paying International Fees*

All members of the bargaining unit who ~~are pay~~ international students ~~tuition fees~~ shall receive ~~\$1193~~ ~~\$1085~~ beginning in the fall of ~~2016~~ ~~2022~~. ~~Effective fall of 2017 all employees in the bargaining unit who are international students shall receive \$1108 in the fall and winter terms; beginning in the fall of 2018 this amount will increase to \$1132; and beginning in the fall of 2019 this amount will increase to \$1158. Effective fall of 2020 all employees in the bargaining unit who are international students shall receive \$1170 in the fall and winter terms; beginning in the fall of 2021 this amount will increase to \$1184; and beginning in the fall of 2022 this amount will increase to \$1193.~~ Starting in the Fall of ~~2016~~ ~~2022~~ all employees in the bargaining unit who ~~are pay~~ international students ~~tuition fees~~ and who in the previous academic year had a GAship shall receive ~~\$1424~~ ~~\$1295~~ in the fall and winter terms. ~~Beginning in the fall of 2017 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive \$1322 in the fall and winter terms; beginning in the fall of 2018 this amount shall increase to \$1351; and beginning in the fall of 2019 this amount will increase to \$1382. Beginning in the fall of 2020 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive \$1396 in the fall and winter terms; beginning in the fall of 2021 this amount shall increase to \$1410; and beginning in the fall of 2022 this amount will increase to \$1424.~~

10.3.2.3 Employees in the Unit 1 bargaining unit receive any graduate financial assistance through the Unit 1 collective agreement and accordingly are not eligible for any Unit 3 GA financial assistance under this Article.

10.3.2.4 The Faculty of Graduate Studies will make best efforts to post the financial assistance to students' accounts within six weeks of the start of the relevant term.

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.

10.3.3 **Summer Assistance**

Bargaining unit members assigned a ~~g~~Graduate ~~a~~Assistantship in the fall/winter session of 2011-2012 (September 1 to April 30) and who are registered full-time in summer will receive GA summer assistance in the immediately following summer term (May 1 to August 31) of that year in the amount of \$1,200. This amount will be increased to \$1,300 for the summer 2013 and increased to \$1750 for the summer 2014. Effective May 1, 2015 this amount will be increased to \$3000.

10.3.4 Pursuant to Articles ~~10.2.1 (Grant-In-Aid), 10.08~~ ~~10.2.2~~ (GA Financial Assistance) and ~~10.09~~ ~~10.2.3~~ (Summer Assistance) ~~below~~ ~~above~~, eligible employees holding a Graduate Assistantship who are registered full time and pay fees in the Fall, Winter and Summer Terms in the ~~2019-2020~~ ~~2022-2023~~ academic session will

receive, in addition to their Graduate Assistantship salary, non-taxable funding up to the amounts set out in the table below:

| | GA Financial Assistance (2 Terms) | Grant-In-Aid | Summer Assistance | Total |
|----------------------------------|--|---------------------|--------------------------|-----------------------------------|
| Paying International fees | \$2,316 \$2,386 (GA in 1 st year) | \$4,001 | \$3,000 | \$5,316 \$9,387 |
| | \$2,764 \$2,848 (GA in subsequent year) | | | \$5,764 \$9,849 |
| Domestic Student GA | \$1,151 \$1,558 (GA in 1st year) | \$4,001 | \$3,000 | \$4,512 \$8,559 |
| | \$1,896 \$1,954 (GA in subsequent year) | | | \$4,896 \$8,955 |

10.44-3.5 RESEARCH COSTS FUND

The Employer shall maintain a fund to defray research costs incurred by full-time graduate students who hold or have held a position in the bargaining unit. Effective September 1, 2018, the amount allocated to the fund shall be \$110,000. Any unexpended monies shall be retained in the fund. All Research Costs grants shall be in varying amounts up to \$1,600 per academic year.

The Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the union, one full-time faculty member selected by the employer, and the Dean of Graduate Studies or designate, using criteria and procedures approved by the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

10.42-3.6 TUITION COSTS FUND

The Employer shall transfer \$12,500 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/ conferences related to their employment. Any unexpended monies shall be retained in the Fund. The Tuition Costs Fund shall be administered by the Professional Development Fund Committee of the Union. An annual report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.

ARTICLE 11 – GENERAL – November 24, 2023

11.01 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.~~

Article 11.05.4 – Language agreed to by the parties December 20, 2023

- 11.05.4 Full time graduate students who have served on the CUPE 3903, CUPE Ontario or CUPE National Executive, or OUWCC Executive for at least six months may, on the basis of such service, submit petitions for academic extensions for a total of ~~eight to~~ twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on service on the Union Executive, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. If the Dean decides not to grant such a petition, they shall state the reasons for their decision in writing to the individual with a copy to the Union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status. If a petition for full-time status is granted the individual will be provided with funding at a level equivalent in value to the GAship which they held in the previous academic year.
- 11.06 ~~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 submit a petition for academic extension for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines. ~~Full 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 Pro- gramme 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. If a petition for full-time status is granted the individual will be provided with funding at a level equivalent in value to the GAship which they held in the previous academic year.

ARTICLE 15 – ~~ASSIGNMENTS~~ APPOINTMENTS – (New Employer Counter) November 30, 2023

15.02 ~~WRITTEN NOTICE OF ASSIGNMENT~~ OFFER OF APPOINTMENT

When a full-time graduate student is hired for a full graduate assistantship, it is understood that ~~they~~ ~~their~~ will not be required to work more than an average of ten hours per week over the academic session to a total of not more than 270 hours. If a fractional graduate assistantship is assigned, the work requirements shall be adjusted accordingly.

Once the graduate program director, normally in conjunction with FGS, has determined the GA ~~appointment assignment~~, the GA will be notified in writing of the ~~appointment assignment~~, normally no later than three weeks after the deadline for registration in the relevant term. The notice will include the number of hours, the name of the supervisor and the responsibilities.

Anyone assigned to positions three weeks after the deadline for registration will have GA hours proportionally reduced without any reduction in pay.

- 15.02.1 Appointments shall be made in writing by a letter or letters similar to the "Offer of Appointment" form contained in Appendix E. If the appointee accepts the offer, they shall sign and return it to the hiring unit. A Revenue Canada TD1 form shall be included with the first "Offer of Appointment" sent to an employee for each academic session.

15.09 CHILDCARE

- 15.09.1 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. For 2014-15 only, this subsidy amount shall be \$50,000, instead of \$40,000. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.

ARTICLE 16 – LEAVES

16.01 PAID ~~MATERNITY~~ PREGNANCY LEAVE

Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a ~~female~~ **pregnant** employee shall be entitled to paid ~~maternity~~ **pregnancy** leave of up to seventeen-thirty-fifths of the period of their appointment contract(s). Requests for ~~Maternity~~ **Pregnancy** Leave will be made as soon as practicable, and normally no later than one month before the intended start-date of the leave.

16.02 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 ~~she they are~~ is going to accept care-giver responsibility. Where ~~two more than one~~ employees ~~have~~ care-giver responsibility for a new-born child and one is eligible for ~~maternity pregnancy~~ leave, they may divide the amount of paid ~~maternity pregnancy~~ and caregiver leave between them.

16.10 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 eight 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.

16.14 ~~CAREGIVER LEAVE — TIME OFF~~ UNPAID PARENTAL LEAVE

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 16.08. Any other employee who has caregiver responsibility for a newborn 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 Article 16.09 and 16.10.

16.17 SUPPLEMENTAL BENEFITS

The employer shall maintain a "Supplemental Unemployment Benefits Plan" pursuant to the Employment Insurance Act and 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 16.08, 16.09 or 16.10.

ARTICLE 17 – DURATION AND MODIFICATION OF AGREEMENT – November 24, 2023

- 17.01 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 18 – WAYS & MEANS FUND – Employer Proposal Feb 02, 2024

~~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 \$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.

Effective September 1, 2018 the Employer will contribute \$85,000 to this Fund in each year of the Collective Agreement.

Upon ratification 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, towards the Union's Ways & Means Fund, which fund is administered by the Union. For 2009-10-2024-25, effective September 1, 2009-2024, this amount will be increased to \$42,245 \$YY and for 2010-11-2025-26, effective September 1, 2010 2025, this amount will be increased to \$44,245 \$ZZ, 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.

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

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

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

The Employer will contribute to this fund \$132,072.07 effective September 1, 2020, \$183,544.87 effective September 1, 2021, and \$238,342.09 effective September 1, 2022.

Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.

In addition, the 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)

ARTICLE 19 – PROFESSIONAL DEVELOPMENT FUND – December 11, 2023

The Employer agrees to contribute to the Professional Development Fund as follows: ~~\$138,370 effective September 1, 2020, \$139,754 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 to employees in the bargaining unit 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.

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.

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.

2023-2026 COLLECTIVE AGREEMENT
LETTER OF UNDERSTANDING
GRADUATE ASSISTANT TRAINING FUND
New Employer Proposal - January 17, 2024

1. In each of the years September 1, 2024 to August 31, 2025 and September 1, 2025 to August 31, 2026 the University will offer a Graduate Assistant Training (“GAT”) Fund that will support the incentivization of research at the University and the provision of high-quality training opportunities in research for graduate students working with a full-time faculty member. The amount available in the GAT Fund in each year will be \$80,000. Up to 40 individual allocations to full-time faculty members who make an application under this fund will be provided per each of the two years noted above, with a value of \$2,000 per allocation.
2. In order to receive GAT Funds a full-time faculty member must:
 - a. Be in receipt of external research funding;
 - b. Commit to hiring a Graduate Assistant to have GAT Funds provisionally identified for their use; and
 - c. Have executed a contract for a Graduate Assistant to receive the GAT Funds.
3. The University will provide CUPE 3903 Unit 3 with a report on GAT Fund allocations by no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term, commencing on November 1, 2024.
4. The GAT Fund shall be administered by the Faculty of Graduate Studies and the Faculty Relations Office, which have established a non-competitive equitable process for the distribution of the GAT Fund in accordance with the criteria for receiving funds per Paragraph 2 a, b, and c above.

The allocation process is as follows:

 - a. An invitation to apply for the GAT Fund will be issued from the Faculty of Graduate Studies (“FGS”) to all full-time faculty members with the advice that the GAT Fund is first come, first serve.
 - b. Full-time faculty members will be required to complete an application form and submit the form to FGS.
 - c. FGS will review applications for eligibility.
 - d. Successful applicants shall execute a contract for a Graduate Assistant.
 - e. Following the execution of the contract between the successful applicant and the Graduate Assistant, FGS shall transfer funds to the successful applicant.
5. Where a full-time graduate student is hired as a Graduate Assistant using GAT Fund money provided for through this Letter of Agreement this will be deemed to be employment in connection with financial assistance from the University.

- 6. In each of the years September 1, 2024 to August 31, 2025 and September 1, 2025 to August 31, 2026 the parties may mutually agree to increase the value of each individual allocation (i.e., above \$2,000) using unspent GAT Funds from:
 - a. the 2020-23 collective agreement (which had a value of \$50,000 as of August 31, 2023); and/or
 - b. the settlement of the Union policy grievance dated October 17, 2023 alleging a violation of Articles 1, 2, 3, 10, 14, the "Letter of Understanding: Graduate Assistant Training Fund"
- 7. GAT Funds will not be used to offset the cost of a GAship offered as a workplace accommodation.
- 8. This Letter of Understanding shall be placed in the 2023-26 collective agreement booklet and shall form part of the 2023-26 collective agreement. It will expire with the expiration of the 2023-26 collective agreement and shall be removed from the subsequent renewal collective agreement unless renewed by the parties.

Note: Agreement to this proposed Letter of Understanding is conditional upon the resolution of the Union policy grievance dated October 17, 2023, alleging a violation of Articles 1, 2, 3, 10, 14, the "Letter of Understanding: Graduate Assistant Training Fund".

**APPENDIX E
GRADUATE ASSISTANTSHIP – OFFER OF APPOINTMENT
YORK UNIVERSITY**

Dear : _____ Date: _____

I am pleased to offer you an appointment as a Graduate Assistant as outlined below:

1. Position Title: Graduate Assistant Hours* _____

*Note: a Graduate Assistant must have a minimum of 135 hours.

Graduate Assistant Supervisor:
Graduate Assistant's Graduate Program:
Faculty:

Session _____

Wages _____
Vacation Pay _____ Grant in Aid* _____

*The general terms and conditions of your appointment, including salary, are as set out in the current collective agreement between York University and the Canadian Union of Public Employees, Local 3903 Unit 3. In particular please read Article 10.01 for elaboration on your graduate assistantship and hours of work.

[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 3 see link below:
https://www.yorku.ca/labour/wp-content/uploads/sites/105/2023/09/Unit-3-CA-2020-2023-FINAL-06-06_2.pdf

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:

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

