The following proposal at Article 7 is applicable to the Units 1, 2 & 3 collective agreements and will form part of the Employer’s Schedule “C” which states:

**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 7 – ARBITRATION**

* 1. If the union so wishes, gGrievances 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.
  2. 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.
  3. 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.
  4. 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.
  5. 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.
  6. 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. 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.
  8. 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.
  9. 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 10.04.210.04.4.

[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 2 1, 2 and 3**

**Regarding Pilot Project for Mediation – Arbitration**

For the period commencing September 1, 2024 from January 15, 2024, to August 31, 2026, the Parties agree to a Pilot Project for a Mediation-Arbitration process for individual job posting appointment grievances arising from the application of Article 12.04.1 (“Appointment Grievances), as set out below.

1. **Roster:** On or before November 1, 2023 March 15, 2024, 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 12April 30, 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 Appointment 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 twenty-one calendar 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:
   1. 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
   2. 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
   3. 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 twenty-one calendar days of the conclusion of the mediation-arbitration session(s).