

APPENDIX 1 to Schedule B

Yellow highlights indicate new Employer counter proposals as of March 07, 2024.

Green highlights indicate Employer and Union agreed upon language as of March 07, 2024.

ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES

5.0.4.4 Use and Reporting of Data – New Employer Counterproposal – February 21, 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(1)(b) and (c)(a)(iii). 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 5.04.45(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, as defined at Article 5.03.4(1)(b) and (c), 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 Counterproposal – February 21, 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. For clarity, the EEC may have regard to the updated External Availability Data as it determines appropriate to fulfilling its mandate in Article 5.04.1.

ARTICLE 6 – GRIEVANCE PROCEDURE – Employer Counter Proposal March 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(iii) 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 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 ~~Step One~~ **Informal Resolution** 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~~ ~~5.07 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.

ARTICLE 10 – POSITIONS AND RATES OF PAY – **Employer counter – March 07, 2024***

***Elements of previous Employer proposal withdrawn.**

- 10.03 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 10.02 and Grant In Aid as per Article 10.02;**
- (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).

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10.08 GA FINANCIAL ASSISTANCE

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 \$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~~ **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.

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 \$1181; 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.

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

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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.

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 Programme 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 ~~assignment~~ **appointment**, the GA will be notified in writing of the ~~assignment~~ **appointment**, 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 CHILD CARE

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 ~~s/he~~ **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.

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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 ~~XXX~~, **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 ~~2009-2024~~, effective September 1, ~~2009-2024~~, this amount will be increased to \$42,245 ~~YYY~~ 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. The Employer will contribute to this fund \$132,072.07 effective September 1, 2020, \$183,514.87 effective September 1, 2021, and \$238,342.09 effective September 1, 2022.

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

~~In addition, the 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)~~

**2023-2026 COLLECTIVE AGREEMENT
LETTER OF UNDERSTANDING
GRADUATE ASSISTANT TRAINING FUND
New Employer Proposal – February 15, 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:
 1. Be in receipt of external research funding;
 2. Commit to hiring a Graduate Assistant to have GAT Funds provisionally identified for their use; and
 3. 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 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 grievances dated October 17, 2023 and October 18, 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.

Please note: Employees in the Unit 1 bargaining unit receive graduate financial assistance through the Unit 1 collective agreement and accordingly are not eligible for Unit 3 GA financial assistance under Article 10.08.

If you accept this offer of appointment, please complete, sign, and promptly return the attached copy of this form to me.

Yours Sincerely, _____
Supervisor

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

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

Name _____ Telephone _____

surname given name

Address _____ Postal Code _____

Emergency Contact _____
name relationship telephone (home & bus.)

Social Insurance Number _____ Sex ____ Date of Birth _____
mm dd yy

Bank (Name, Branch & Address) _____

Account # _____

Country of Birth _____ Current Citizenship _____

Work Visa Expiry Date _____

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

I confirm the accuracy of the above information and accept the terms of appointment as stated.

Applicant's Signature _____

PLEASE NOTE: FOR FALL/WINTER OFFERS OF APPOINTMENT, INDIVIDUALS WHO DO NOT RETURN THIS SIGNED-BACK OFFER OF APPOINTMENT BY SEPTEMBER 3 FOR PAYROLL PROCESSING MAY NOT BE PAID UNTIL THE OCTOBER 25 PAY DATE.

If you are a person with a disability and wish to discuss workplace accommodation please contact the University's Employee Well Being Office: <https://thecentre.yorku.ca/resource/health-safety-well-being/>

For information regarding group health and dental plan benefits see link below:

[Link to benefit enrolment form to be included.](#)

For information regarding the terms and conditions of your employment as set out in a collective agreement between York University and CUPE 3903 Unit 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

LETTER OF UNDERSTANDING – EMPLOYER PROPOSAL FEB 02, 2024

B E T W E E N:

CUPE 3903 Units 1, 2 and 3

(“UNION”)

and

YORK UNIVERSITY

(“UNIVERSITY”)

Re: Paid Adoption Leave

Whereas Paid Adoption Leave is currently provided on the terms set out in the collective agreements¹.

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

Now Therefore the parties agree that:

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

¹ Article 17.08 in Units 1 and Unit 2 and Article 16.10 in Unit 3

LETTER OF AGREEMENT – Employer Counter Proposal Feb 15, 2024
Academic Extensions

B E T W E E N:

CUPE 3903 Unit 1 and Unit 3

(“UNION”)

and

YORK UNIVERSITY

(“UNIVERSITY”)

Hereafter referred to as “the Parties”

The Faculty of Graduate Studies regulations establish program completion times of 12 terms (4 years) for masters degree requirements and 18 terms (6 years) for doctoral degree requirements. The regulations are premised on a commitment to timely completion.

Petitions constitute a request to waive an academic rule or regulation and under the York University Act, 1965, are within the purview of the appropriate Senate subcommittee. A full-time graduate student may petition for an extension of the program completion time and full-time status where an intervening event, in the case of the applicable CUPE 3903 collective agreement provisions executive service, or Code-based grounds have affected their academic progress. The Parties have met to discuss the exceptional circumstances of approximately 20 full-time graduate students who have been granted academic extensions of full-time status for a second year and note that students in PhD 8 have not normally received Priority Pool entitlement. There is no extension into PhD 9.

The parties agree as follows:

1. For the period from the date of ratification of the relevant 2023-26 CUPE 3903 collective agreements to August 31, 2026, the Parties agree to the process as outlined below:
 - a. The University, in its discretion, will consider funding and employment opportunities in the exceptional circumstances in which a full-time graduate student petitions for and is granted an academic extension of full-time status for a second year for Code-based grounds, or a combination of executive service and Code-based grounds pursuant to the applicable collective agreement provision².
 - b. It is understood that the University must first meet any funding obligations to students in years 1-6 and to those PhD students who are entitled to funding as a result of an approved academic extension into PhD 7.
 - c. Once the above funding obligations have been met, the University may consider from among any remaining assignments including possible Priority Pool entitlement, if applicable, for a full-time graduate student who petitions for and is granted an academic extension of full-time status for a second year as described above.
 - d. Students are encouraged to contact the applicable Hiring Unit to inquire whether there are employment/funding opportunities available.

2. This Letter of Agreement shall be placed in the relevant 2023-26 collective agreement booklets and shall form part of the relevant 2023-26 collective agreement. It will expire with the

² CUPE 3903 Unit 1 Article 15.09, 15.10; CUPE Unit 3 Article 11.05.3, 11.05.4, 11.06

expiration of the relevant 2023-26 collective agreement and shall be removed from the subsequent renewal collective agreement unless renewed by the parties.

York University

CUPE 3903 Unit 1

CUPE 3903 Unit 3

Note: Agreement to collective bargaining proposal above, regarding a Letter of Agreement, is subject to CUPE 3903's withdrawal of the following policy grievances:

- *Union policy grievance dated July 27, 2021, alleging a violation of CUPE 3903 Unit 1 Articles 2, 4, 15.10, and any other relevant articles, the Labour Relations Act, the Ontario Human Rights Code, and any other relevant statutes.*
- *Union policy grievance dated August 16, 2022, alleging a violation of the CUPE 3903 Unit 3 collective agreement Articles 2, 4, 11.06, and any other relevant articles, the Labour Relations Act, the Ontario Human Rights Code, and any other relevant statutes.*