**Return to Work Protocol for CUPE 3903 Unit 1**

**To be provided April 12, 2024**

**“SCHEDULE E”**

**YORK UNIVERSITY AND CUPE 3903 UNIT 1 RETURN TO WORK PROTOCOL**

1. There will be no discrimination, reprisals or penalties of any kind against any employees in the CUPE 3903 Unit 1 bargaining unit (hereafter “employees”) by CUPE 3903 in connection with the strike, including the decision of an employee not to participate in strike activity.

2. The Employer will not discipline, discriminate, or take reprisals of any kind against any employees for participation in the strike.

3. Employees will assist as required to facilitate completing courses on the basis set out in the communications from the Executive Committee of Senate relating to remediation and Course Completion Options and Finalization of Grades pursuant to the Senate Policy on the *Academic Implications of Disruptions or Cessations of University Business Due to Labour Disputes or Other Causes*, available at https://www.yorku.ca/secretariat/senate/labour-disruption-information/, or such further communications as the Executive Committee of Senate may issue.

4. The strike commenced on Monday, February 26, 2024. Striking employees have received compensation for work performed up to February 25, 2024, the day before the strike started, plus an additional four days ending February 29, 2024 in their regular pay on February 25th.

5. Employees who return to work on the first scheduled workday immediately following the cessation of the strike and act in accordance with paragraph 3 above, will receive pay for work related to completing courses in accordance with paragraph 3 above. The amounts paid will provide for up to 100% of the total payments for the Winter 2024 Term. The amounts paid will be prorated based upon the amount of work required to complete the Fall/Winter and Winter 2024 course(s) and will be dependent on both the amount of outstanding work to achieve remediation and the remaining student enrolment in the course. The total potential earnings for work related to completing courses per the foregoing may be subject to how long the strike continues.

6. Upon return to work, course supervisors shall call a meeting to discuss employee workload for the remainder of the term in the context of the already completed TA Workload Form – Assignment of Duties to Teaching Assistants (TA) (Appendix A of the collective agreement), making any required adjustments within the allotted hours of the assignment. Such adjustments will be noted on a TA Remediation Workload Form and will form the basis for the amount of pay for work related to the completion of the course. A TA Remediation Workload Form will be made available to employees on their return to work in accordance with paragraph 5 above. The payments for such work will be made upon completion as soon as necessary payroll system adjustments can be prepared.

7. The Union understands and agrees that the Employer cannot comply with the posting and assignment process pursuant to the applicable Articles of the York-CUPE 3903 Unit 1 Collective Agreement for the 2024 Summer and 2024-25 Fall and Winter terms. The Employer will make best efforts to comply regarding appointments made following the conclusion of the strike and the Union agrees that these provisions of the Collective Agreements are not to be strictly enforced in the return to work.

8. The Employer will not charge interest on tuition payments incurred as a result of payments missed during the strike.

9. Any dispute regarding the interpretation of this protocol shall be referred to the grievance procedures provided in the collective agreement, beginning with Step 2.

**Return to Work Protocol for CUPE 3903 Unit 2**

**To be provided April 12, 2024**

**“SCHEDULE F”**

**YORK UNIVERSITY AND CUPE 3903 UNIT 2 RETURN TO WORK PROTOCOL**

1. There will be no discrimination, reprisals or penalties of any kind against any employees in the CUPE 3903 Unit 2 bargaining unit (hereafter “employees”) by CUPE 3903 in connection with the strike, including the decision of an employee not to participate in strike activity.

2. The Employer will not discipline, discriminate, or take reprisals of any kind against any employees for participation in the strike.

3. Employees will assist as required to facilitate completing courses on the basis set out in the communications from the Executive Committee of Senate relating to remediation and Course Completion Options and Finalization of Grades pursuant to the Senate Policy on the *Academic Implications of Disruptions or Cessations of University Business Due to Labour Disputes or Other Causes*, available at https://www.yorku.ca/secretariat/senate/labour-disruption-information/, or such further communications as the Executive Committee of Senate may issue.

4. The strike commenced on Monday, February 26, 2024. Striking employees have received compensation for work performed up to February 25, 2024, the day before the strike started, plus an additional four days ending February 29, 2024 in their regular pay on February 25th.

5. Employees who return to work on the first scheduled workday immediately following the cessation of the strike and act in accordance with paragraph 3 above, will receive pay for work related to completing courses in accordance with paragraph 3 above. The amounts paid will provide for up to 100% of the total payments for the Winter 2024 Term. The amounts paid will be prorated based upon the amount of work required to complete the Fall/Winter and Winter 2024 course(s) and will be dependent on both the amount of outstanding work to achieve remediation and the remaining student enrolment in the course. The total potential earnings for work related to completing courses per the foregoing may be affected by how long the strike continues.

6. Upon return to work, course directors will fill out and submit a Remediation Plan and a Remediation Work Form, the latter forming the basis of the amount of pay for work related to the completion of the course. Employees in the CUPE 3903 Unit 2 bargaining unit who have a Type 2 assignment will fill out a Unit 2 Type 2 Remediation Workload Form in conjunction with the course supervisor. A Remediation Plan Template, Remediation Workload Form and a Type 2 Remediation Workload Form will be made available to employees on their return to work in accordance with paragraph 5 above. The payments for work to complete courses will be made upon completion as soon as necessary payroll system adjustments can be prepared.

7. The Union understands and agrees that the Employer cannot comply with the posting and assignment process pursuant to the applicable Articles of the York-CUPE 3903 Unit 2 Collective Agreement for the 2024 Summer and 2024-25 Fall and Winter terms. The Employer will make best efforts to comply regarding appointments made following the conclusion of the strike and the Union agrees that these provisions of the Collective Agreements are not to be strictly enforced in the return to work.

8. Any dispute regarding the interpretation of this protocol shall be referred to the grievance procedures provided in the collective agreement, beginning with Step 2.

**Return to Work Protocol for CUPE 3903 Unit 3**

**To be provided April 12, 2024**

**“SCHEDULE E”**

**YORK UNIVERSITY AND CUPE 3903 UNIT 3 RETURN TO WORK PROTOCOL**

1. There will be no discrimination, reprisals or penalties of any kind against any bargaining unit 3 employees (hereafter “employees”) by CUPE 3903 in connection with the strike, including the decision of an employee not to participate in strike activity.

2. The Employer will not discipline, discriminate, or take reprisals of any kind against any employees for participation in the strike.

3. The strike commenced on Monday, February 26, 2024. Striking employees will receive compensation for work performed up to February 25, 2024, the day before the strike started, plus an additional four days ending February 29, 2024in their regular pay on March 25th.

4. As established and agreed upon by the Supervisor, employees who have Fall/Winter and Winter 2024 contracts will return and undertake such activities as may required to complete tasks and/or projects making up the original assigned work of the graduate assistantship.

5. Employees who confirm with their supervisor in writing that they are available to return to work on the first scheduled workday immediately following the cessation of the strike and who act in accordance with paragraph 4 above will receive pay for work related to completing the assignment. The amounts paid will provide for up to100% of the total payments for the Winter 2024 Term. The amounts paid will be prorated based upon the amount of work required to complete the assignment. The total potential earnings for work related to completing courses per the foregoing may be subject to how long the strike continues.

6. Upon return to work, supervisors shall call a meeting to discuss the workload for the remainder of the term in the context of Appendix D – Graduate Assistant Workload Form, making any required adjustments for the fulfillment of the duties of the assignment. Such adjustments will be noted on a Supplementary Graduate Assistant Workload Form and will form the basis for the amount of pay for work related to the completion of the course. A Supplementary Graduate Assistant Workload Form will be made available to employees on their return to work in accordance with paragraph 5 above. The payments for such work will be made upon completion as soon as necessary payroll system adjustments can be prepared.

7. The Employer will not charge interest on tuition payments incurred as a result of payments missed during the strike.

8. Any dispute regarding the interpretation of this protocol shall be referred to the grievance procedures provided in the collective agreement, beginning with Step 2.