

Without Prejudice  
Employer Comprehensive Package Proposal  
All Units Article 6 & 7 and Letter of Understanding  
September 21, 2023, Via email

This is a comprehensive package proposal. Agreement to any one item is subject to agreement to all items with respect to Article 6, 7 and the Letter of Understanding set out in this proposal. The University reserves the right to withdraw any or all of the items in this proposal if all items not agreed to.

## **ARTICLE 6 – GRIEVANCE PROCEDURE – UNIT 1 & 2 – July 31, 2023**

- 6.01 (i) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement. In the conduct of grievances, the ~~employer~~ **parties** shall act reasonably, non-discriminatorily and in good faith.
- (ii) A grievance shall be received within ~~twenty eight~~ **fourteen** calendar days after the ~~grieving party(ies) employee(s), or in the case of a policy grievance or union grievance as defined below, the union,~~ became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.
- (iii) Notwithstanding (ii), and subject to Article 12.14, where the Union queries an appointment or recommended appointment pursuant to Article 12.18 of the Unit 2 collective agreement, a grievance respecting that appointment or recommended appointment shall be considered if it is received within ~~seventeen~~ **ten calendar** days of the date of the employer's response to the query, provided that the query is initiated within ~~twenty eight~~ **fourteen** calendar days after the date of the "Notice of Recommended Appointment." The Employer will respond to the query within ten calendar days of the receipt of the query.
- ~~6.02~~ The employer acknowledges the rights and duties of the union officers and stewards to assist employees in preparing and presenting a grievance. ~~The union may form a Grievance Committee for this purpose.~~
- 6.03** STEP ONE: If an employee believes they may have a grievance, they may first submit a grievance to and discuss the matter with **their Chair or equivalent, accompanied by their steward or Union representative if they so wish. The Chair shall give their reply in writing within ten calendar days of receiving the grievance.** ~~their immediate supervisor, accompanied by their steward if they so wish. The supervisor shall give their reply within five calendar days.~~
- ~~6.03~~ ~~STEP TWO: If the grievance is not resolved at Step One, or where Step One is not exercised, it shall be set forth in writing, be signed by the grievor and a union representative and given to their Chair or equivalent within fourteen calendar days. At this point, the written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Chair or equivalent shall convene a meeting to discuss the grievance within ten calendar days of the receipt of the grievance and shall give their reply, in writing, within ten calendar days of that meeting.~~
- ~~6.07~~ ~~STEP THREE: If the grievance is not resolved at Step Two, the Grievance Committee shall submit the grievance to the Dean of the faculty in question within seventeen~~

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~~calendar days of the date of the Step Two reply. The Dean or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance and shall give their reply, in writing, within ten calendar days after that meeting.~~

~~7.07 STEP FOUR: If the grievance is not resolved at Step Three, the Grievance Committee shall submit the grievance to the Executive Director, Faculty Relations within seventeen calendar days of the date of the Step Three reply. The Executive Director, Faculty Relations or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of receipt of the grievance and shall give their reply, in writing, within twenty-one calendar days of that meeting.~~

6.04 STEP TWO: ~~Subject to the timeline of Article 6.01(ii) above,~~ If the grievance is not resolved at Step One *the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate within seventeen calendar days of the date of the Step One reply.* ~~Where Step One is not exercised, the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate, in accordance with the timeline in Article 6.01(ii).~~ *‡ The grievance shall be set forth in writing, be signed by the grievor and a union representative and submitted to the Dean or designate and the Director, Faculty Relations or designate. The written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Dean or designate shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance, and a response to the grievance will be submitted in writing within twenty-one calendar days of that meeting.*

6.04 If the grievance is not settled at ~~Step Four~~ *Step Two*, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the ~~Office of the Executive Director, Faculty Relations~~ within twenty-eight calendar days after receipt of the employer's written reply as required in Step *Two* ~~Four~~. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator ~~or Arbitration Board~~.

6.06 Subject to Article ~~6.14~~ *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* ~~Steps Two and Three~~, the employer's representative fails to give their written answer within the required time limit, the union and the employee may file the grievance at the next Step at the expiration of such time limit. If the employee or the Union fails to follow the Grievance Procedure in accordance with the required steps, time limits and conditions the grievance shall be deemed withdrawn.

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

6.08 POLICY GRIEVANCE: A policy grievance, defined as involving question of general

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application or interpretation of this agreement, ~~may~~ **will** be initiated by the union at Step ~~Three or Step Four, as appropriate~~ **Two**, subject to the time limits set out in 6.01 above.

- 6.09 UNION-INITIATED GRIEVANCE:** The union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the union, and to seek adjustment with the employer in the manner provided for in this article. Such grievances may be initiated at Step ~~Three~~ **Two**, subject to the time limits set out in 6.01 above.
- 6.10.1 EMPLOYER-INITIATED GRIEVANCE:** Employer grievances alleging that the union has violated the collective agreement shall be initiated at Step Two, subject to the time limits set out in 6.01 above. *An Employer-Initiated grievance will be submitted in writing to the Chair of the Union and shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The parties shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance, and the Union's response to the grievance will be submitted in writing within twenty-one calendar days of that meeting.*
- 6.10.2** *If the Employer-Initiated grievance is not settled at Step Two, it may be taken to Arbitration by a written notice signed by the Director, Faculty Relations and submitted to the Chair of the Union within twenty-eight calendar days after receipt of the Union's written reply as required in Step Two. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator.*
- 6.10** If ~~one party the union~~ notifies the ~~other employer~~ in writing of an alleged violation of the collective agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Such notification shall include a detailed statement of the matter in dispute and the specific provision(s) or interpretation of the agreement that allegedly have been violated.
- 6.11** The withdrawal of a grievance ~~by either party or at either any Step~~ shall be without prejudice to grievances on similar matters if the ~~party being grieved employer~~ receives written notification of this decision from the ~~grieving party union~~. Settlements by the ~~parties employer~~ of grievances ~~at Steps One and Two~~ shall not prejudice the position of the employer or the union with respect to other grievances.
- 6.12** 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.
- ~~6.15.1 In exceptional circumstances, the union may apply to the Office of the Executive Director for expedited processing of a grievance. The Office of the Executive Director, Faculty Relations 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 Four. Time limits set out in Article 6.01 above apply after the union has received the response from the Office of the Executive Director, Faculty Relations.~~
- ~~6.15.2 On application by the union, grievances alleging violations of Article 2.03, 4.01, 4.02, 4.03, 14.01 and grievances submitted pursuant to Article 10.02.6 (iii) in the Unit 1 collective agreement, shall be processed according to the expedited grievance~~

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~~procedure specified in this article.~~

- 6.13 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.
- 6.14 No bargaining unit member in a supervisory capacity will be required to hear or attend the grievance hearings of another employee. The member in the supervisory capacity shall suffer no penalty in their employment or academic standing for exercising their rights under this article. In no way does this provision relieve the bargaining unit member of any other supervisory duties and responsibilities.
- 6.15 A grievor has the right to attend their grievance hearing at any step after 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 ~~Four~~ **Two**.

## **ARTICLE 6 – GRIEVANCE PROCEDURE – UNIT 3 – July 31, 2023**

- 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 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.

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~~6.04 STEP TWO: The grievance shall be set forth in writing, 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 THREE: If the grievance is not resolved at Step Two it shall be submitted to the Department of Faculty Relations within seventeen calendar days of the date of the Step Two reply. The Department of Faculty Relations or its 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.* ~~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.

6.05 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~~.

6.06 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.

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- 6.07 **GROUP GRIEVANCE:** A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step One.
- 6.08 **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.
- 6.09 **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 grievances **at Step One** 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

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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 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 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 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 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~~

**6.18** 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.

## **ARTICLE 7 – ARBITRATION – July 27, 2023**

**7.01** ~~If the union so wishes, g~~ 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.

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~~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.~~

7.04 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.

7.05 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.

7.06 Notwithstanding Articles ~~6.08 and 6.14~~ 6.06 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.

7.07 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.

7.08 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.

7.09 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.

*\*Note: each of Unit 1, 2 & 3 need to be treated differently with respect to Article 7.10 below:*

*Unit 1*

7.10 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~~ 10.04.4.

*Unit 2*



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7.10 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 7.10 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.

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8. **Jurisdiction:** The Mediator-Arbitrator shall have the authority to determine the conduct of the proceedings but shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of the collective agreement.
  
9. **Outcome:** The outcome of the mediation-arbitration process will be one of the following:
  - a. No resolution is reached and the grieving party elects to withdraw the grievance and take no further action with respect to the matters which gave rise to the grievance; or
  - b. A resolution is reached, the terms of which will be confirmed in a Memorandum, signed by all parties, and distributed to each of the parties, as appropriate; or
  - c. No resolution is reached through mediation and the mediator-arbitrator shall have the authority to conduct the arbitration phase on the basis of documents or may reconvene the parties for the presentation of evidence or oral argument and issue a decision on the grievance in writing within ten days of the conclusion of the mediation-arbitration session(s).