

Bargaining Proposals, 2023–26
CUPE 3903 — York University
Comparison of latest Union and Employer proposals

CUPE 3903 proposals are tabled without prejudice to the Union’s tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations, and the Union’s interpretation of collective agreement language in any current or future grievance. Unless otherwise agreed any article or provision expiring during the life of the 2020–2023 Collective Agreement is hereby renewed.

Guide to proposed changes to the Collective Agreements in this table:

New language, with respect to the 2020-2023 Collective Agreement (CA)

New language, with respect to the previous pass of the party {!}

~~Language that has been removed, with respect to the 2020–2023 CA~~

~~*Language that has been removed, with respect to the previous pass of the party-(!)*~~

Language needing to be replaced by concrete or updated CA language/data {!}

Proposals approved by CUPE 3903 Bargaining Team but pending approval of from members_membership at a GMM or presentation to the Employer appear in a coloured box

NOTE: The {!} symbol follows the Universal Design for Learning principle of adding a visual/text marker in addition to colour changes for accessibility. It is not part of the text of the proposed changes.

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Note: Within each section listed in the table of contents, all-unit proposals appear first, followed by proposals affecting two units, then proposals specific to a single unit, ordered by unit number. Proposals in the table are numbered sequentially.

The date on which the latest version of a proposal was presented at the bargaining table is indicated by a date in square brackets in bold, italicized text (e.g., ***[July 31, 2023]***). Occasional clarifying editorial notes within a proposal (that are not part of the proposal) also appear in bold, italicized text within square brackets. Ellipses within square brackets [...] indicate where existing CA language not affected by a proposal has been left out to save space.

EQUITY					
Pro pos al #	UNIT Article # Title	CA Language 2020–23	Description of Changes and/or Rationale	CUPE Latest Proposal (Drafts pending membership approval or Approved by members but not yet presented to ER are noted as such)	ER Latest Proposal
1.	ALL UNITS ART 4 DISCRIMINATION AND HARASSMENT	[Unit 2 language] ARTICLE 4 – DISCRIMINATION AND HARASSMENT 4.01 DISCRIMINATION The employer and the union agree that there shall be no discrimination, interference, restriction, harassment or coercion, including no mandatory blood or urine tests, including but not limited to as these relate to Acquired Immune Deficiency Syndrome (AIDS), AIDS related illness, AIDS-Related-Complex, or positive immune deficiency test, and including no genetic screening for specific medical disabilities or pregnancy, exercised or practised with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this agreement by reason of race, creed, colour, age, sex, marital status, parental status, number of dependents, nationality, citizenship (subject to the provisions of the Ontario Human Rights code concerning citizenship), ancestry, place of origin, native language (subject to Article 12.02.1), disability or disabilities (subject to Article 12.02.1), Acquired Immune Deficiency Syndrome (AIDS), or AIDS related illness, or AIDS-Related-Complex, or positive immune deficiency test (virus HIV) (subject to Article 12.02.1), political or religious affiliations or orientations, academic	ER: <ul style="list-style-type: none"> shifts complaints away from grievance process, into ER's complaints process gives ER more control over process, decreasing victim's control 	[October 18, 2023] 4.06 PRINTING AGREEMENT 4.06.1 The Employer shall prepare the final form of this agreement for approval of the parties prior to printing. The Employer shall assume responsibility for the printing and distributing to all bargaining unit members and the Union, and distribution of the agreed to number of sufficient copies of the agreed upon final form of this agreement. The Employer shall assume responsibility for distribution of the electronic version of the collective agreement with each Offer of Appointment or equivalent. The parties agree to share equally the costs of printing the agreement. The Employer is also responsible for ensuring that members with visual impairments have access to the collective agreement in an appropriate and accessible format. 4.06.2 The Employer agrees to bear one-half the cost of The Union shall be responsible for translating the collective agreement into French and printing sufficient copies of the translated agreement for its bilingual and Francophone members and the employer. The Employer agrees to bear one-half the cost of translating the agreement to a maximum of \$5000. The Employer also agrees to bear one-half the cost of printing	ARTICLE 4 – DISCRIMINATION AND HARASSMENT 4.01 DISCRIMINATION The employer and the union agree that there shall be no discrimination, interference, restriction, harassment or coercion, including no mandatory blood or urine tests, including but not limited to as these relate to Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illness, AIDS-Related-Complex, or positive immune deficiency test, and including no genetic screening for specific medical disabilities or for pregnancy, exercised or practiced with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this agreement by reason of race, creed, colour, age, sex, marital status, parental status, number of dependents, nationality, citizenship (subject to the provisions of the Ontario Human Rights Code concerning citizenship), ancestry, place of origin, native language (subject to Article 12.01.7), disability or disabilities (subject to Article 12.01.7), Acquired Immune Deficiency Syndrome (AIDS), or AIDS related illness, or AIDS-Related-Complex, or positive immune deficiency test (virus HIV) (subject to Article 12.01.7), political or religious affiliations or orientations, Academic affiliations or orientations (subject to the exercise of academic freedom as set out in Article 14.01), record of offences (except where such a record is a reasonable and bona fide ground for discrimination because of the nature of the employment), sexual

	<p>affiliations or orientations (subject to the exercise of academic freedom as set out in Article 14.01), record of offences (except where such a record is a reasonable and bona fide ground for discrimination because of the nature of the employment), sexual orientation, transsexual transition status, gender expression, and gender identity, nor by reason of their membership or non-membership or lawful activity or lack of activity in the union, or the exercise of any of the rights under this agreement.</p> <p>The employer undertakes that no York University student who is or has been employed in Unit 2 shall be penalized in their student status for the exercise of any of their rights under this collective agreement or by reason of their membership or non-membership or lawful activity or lack of activity in the union.</p> <p>The Employer will provide reasonable accommodations as required for persons with disabilities. Proposed Work Accommodation Plans will normally be implemented within thirty (30) days following the provision of all necessary medical documentation and developed with the participation of the employee with the goal of addressing the barriers,</p> <p>4.02 HARASSMENT</p> <p>The union and the employer recognize the right of employees to work in an environment free from harassment and undertake to take all reasonable and appropriate actions to foster such an environment.</p>		<p>and distributing a maximum of 100 copies of the translated agreement.</p> <p>Where there is any disagreement as to the interpretation of this agreement, the English version shall be binding.</p>	<p>orientation, transsexual transition status, gender expression, and gender identity, nor by reason of their membership or non-membership or lawful activity or lack of activity in the union, or the exercise of any of the rights under this agreement.</p> <p>The employer undertakes that no York University student who is or has been employed in Unit 1 shall be penalized in their student status for the exercise of any of their rights under this collective agreement or by reason of their membership or non-membership or lawful activity or lack of activity in the union.</p> <p>The Employer will provide reasonable accommodations as required for persons with disabilities. Proposed <u>Accommodated Work Accommodation</u> Plans will normally be implemented within thirty (30) days following the provision of all necessary medical documentation and developed with the participation of the employee with the goal of addressing the barriers, restrictions and/or limitations to the employee's performance of the essential duties of their position.</p> <p>4.02 HARASSMENT</p> <p>The union and the employer recognize the right of employees to work in an environment free from harassment and undertake to take all reasonable and appropriate actions to foster such an environment. Harassment in the work place includes, but is not limited to, threats or a pattern of aggression, insulting or demeaning behaviour by a person in the workplace, where the person knows or reasonably ought to know that their behaviour is likely to create an intimidating or hostile workplace environment.</p> <p>4.03 SEXUAL, GENDER AND</p>
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		<p>Harassment in the work place includes, but is not limited to, threats or a pattern of aggression, insulting or demeaning behaviour by a person in the workplace, where the person knows or reasonably ought to know that their behaviour is likely to create an intimidating or hostile workplace environment.</p> <p>4.03 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT</p> <p>4.03.1 The union and the employer recognize the right of employees to work in an environment free from sexual, gender and gender identity harassment, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that sexual, gender and gender identity harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in their student status or employment status as result of suffering work-related sexual, gender or gender identity harassment. In keeping with this objective the parties agree:</p> <p>(i) to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion;</p> <p>(ii) to co-operate with Centre for Human Rights, Equity and Inclusion in the development of educational programs for CUPE 3903 members and contract administrators;</p>			<p>GENDER IDENTITY HARASSMENT</p> <p>4.03.1 The union and the employer recognize the right of employees to work in an environment free from sexual, gender and gender identity harassment, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that sexual, gender and gender identity harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in their student status or employment status as result of suffering work-related sexual, gender or gender identity harassment. In keeping with this objective the parties agree:</p> <p>(i) to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion;</p> <p>(ii) to co-operate with Centre for Human Rights, Equity and Inclusion in the development of educational programs for CUPE 3903 members and contract administrators;</p> <p>(iii) to follow the procedures set forth in Article 4.03.4 respecting the separation of parties to a sexual and/or gender harassment dispute.</p> <p>The employer further agrees:</p> <p>(iv) to continue to sponsor educational programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community.</p> <p>(v) to provide sexual violence awareness and</p>
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	<p>(iii) to follow the procedures set forth in Article 4.03.4 respecting the separation of parties to a sexual and/or gender harassment dispute.</p> <p>The employer further agrees:</p> <p>(iv) to continue to sponsor educational programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community</p> <p>(v) to provide sexual violence awareness and prevention training through the Centre for Sexual Violence Response, Support and Education, with such training to be paid for in accordance with Article 10.02.2(ii); and</p> <p>(vi) to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8.</p> <p>4.03.2 Sexual Harassment shall be defined as:</p> <p>(i) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or</p> <p>(ii) clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or</p> <p>(iii) clearly expressed or implied threat of reprisal, actual reprisal, or the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance; and/or</p>			<p>prevention training through the Centre for Sexual Violence Response, Support and Education, with such training to be paid for in accordance with Article 10.02.2(ii); and</p> <p>(vi) to discipline, where appropriate, an employee-harasser respondent pursuant to the provisions of Article 8.</p> <p>4.02.2 Sexual Harassment shall be defined as:</p> <p>(i) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or</p> <p>(ii) clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or</p> <p>(iii) clearly expressed or implied threat of reprisal, actual reprisal, or the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance; and/or</p> <p>(iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work and/or study.</p> <p>4.03.3 Gender Harassment shall be defined as repeated, offensive comments and/or actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) or a group and/or cause personal humiliation, on the basis of sexual orientation, gender or gender identity.</p> <p>4.03.4 On receipt of a complaint of sexual and/or gender harassment from or against</p>
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	<p>(iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work and/or study.</p> <p>4.03.3 Gender Harassment shall be defined as repeated, offensive comments and/or actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) or a group and/or cause personal humiliation, on the basis of sexual orientation gender or gender identity.</p> <p>4.03.4 On receipt of a complaint of sexual and/or gender harassment from an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow University Procedures to address the complaint. On a semi-annual basis the Employer will provide the Union with a report of the number of members who have made complaints of sexual and/or gender harassment. parties;</p> <p>Decisions with respect to any remediation shall not be grievable except:</p> <p>(i) the complainant-employee may grieve a decision not to separate the</p> <p>(ii) the complainant-employee or other party may grieve if they believes that in consequence of the arrangement for separation of the parties they has incurred a penalty in their employment and/or academic situation. The separation itself and</p>			<p>an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow <u>the University Human Rights Policy and Procedures (the “Procedures”)</u>, to address the complaint https://www.yorku.ca/secretariat/policies/policies/human-rights-policy-and-procedures/, <u>subject to the provisions of the Collective Agreement.</u></p> <p>On a semi-annual basis the Employer will provide the union with a report of the number of members who have made complaints of sexual and/or gender harassment.</p> <p>Decisions with respect to any remediation shall not be grievable except:</p> <p>(i) the complainant-employee, may grieve a decision not to separate the parties;</p> <p>(ii) the complainant-employee, or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.</p> <p>4.03.5 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the decision by the employee.</p> <p>4.03.5 Separation of Complainant and Alleged Harasser <u>Respondent</u></p>
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	<p>any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.</p> <p>4.03.5 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the decision by the employee.</p> <p>4.03.6 When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Executive Director from the York University Centre for Human Rights, Equity and Inclusion (the Centre).</p> <p>The employer shall not use information provided by a complainant- employee respecting sexual and/or gender harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.</p> <p>4.03.7 Separation of Complainant and Alleged Harasser</p> <p>The parties agree that some circumstances involving allegations of discrimination or harassment warrant separation of the complainant and alleged harasser:</p> <p>4.03.8 The Employer will respond to the grievance in writing consistent</p>			<p>The parties agree that some circumstances involving allegations of discrimination or harassment warrant separation of the complainant and alleged harasser respondent:</p> <p><u>The Employer will communicate any remedial measures, including separation of the parties, in writing to both the complainant and respondent. It is understood that the Employer may revise the interim remedial measures as necessary throughout the investigation process and any such revisions will be communicated to the complainant and respondent. On the conclusion of an investigation, a decision will be made whether interim remedial measures put in place during the investigation will continue and/or whether new remedial measures will be enacted, subject to review appropriate to the circumstances, with such decision communicated to the complainant and respondent.</u></p> <p>Decisions with respect to any remediation shall not be grievable except:</p> <p>(i) the complainant-employee, may grieve a decision not to separate the parties;</p> <p>(ii) the complainant-employee, <u>whether complainant or respondent,</u> or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties, they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this</p>
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	<p>with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. Such an investigation will proceed under the University's Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.</p> <p>4.03.9 Informal Resolution</p> <p>If the grievor requests an informal resolution the following steps will be taken:</p> <p>(a) The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor and the respondent are members and representatives of the Employer.</p> <p>(b) At any point in the process, the grievor may request mediation or a formal investigation.</p> <p>4.03.10 Mediation</p> <p>If the grievor requests mediation, the following steps will be taken:</p> <p>(a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.</p> <p>(b) If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a</p>			<p>article shall be in conformity with Article 8.</p> <p>4.03.6 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the Employer's decision by the employee.</p> <p>4.03.7 When <u>the Employer receives a complaint</u> grievance is filed as per Article 4.03.4 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Director from the York University Centre for Human Rights (the Centre). <u>the Employer will respond to the complaint in a manner consistent with the Procedures, subject to the provisions of the Collective Agreement.</u></p> <p>The employer shall not use information provided by a complainant employee respecting sexual and/or gender harassment for the purpose of disciplining any member of the University community unless that complainant employee specifically agrees to such usage.</p> <p>4.03.7 Separation of Complainant and Alleged Harasser</p> <p>The parties agree that some circumstances involving allegations of discrimination or harassment warrant separation of the complainant and alleged harasser:</p> <p>4.03.8 The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the</p>
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	<p>meeting with the parties involved.</p> <p>(c) The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and the representatives of the Employer.</p> <p>(d) The outcome of the mediation will result in one of the following:</p> <p>(i) No resolution is reached and the grievor decides to withdraw the grievance and take no further action.</p> <p>(ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation will receive a copy.</p> <p>(iii) No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.</p> <p>4.03.11 Grievance Response and Redress</p> <p>Within fourteen (14) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:</p> <p>(i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;</p> <p>(ii) what redress shall be awarded or continued.</p>			<p>Employer proceeds with a formal investigation. Such an <u>Should the complaint lead to an investigation, the investigation</u> will proceed under the University's Procedures and the investigator will be appointed <u>by the Employer, subject to any objection to the investigator by the complainant or respondent or the union(s) representing the complainant or respondent, based on a conflict of interest or prior involvement with the complaint.</u> from a list of internal investigators agreed to by the Employer and the Union.</p> <p>4.03.9 Informal Resolution</p> <p>If the grievor <u>complainant</u> requests an informal resolution the following steps will be taken:</p> <p>(a) The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor <u>complainant</u> and the respondent are members and representatives of the Employer.</p> <p>(b) At any point in the process, the grievor <u>either party</u> may <u>withdraw from the informal resolution process</u> request mediation or a formal investigation.</p> <p>4.03.10 Mediation</p> <p>If the grievor complainant <u>complainant</u> requests <u>or agrees to</u> mediation, the following steps will be taken:</p> <p>(a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.</p>
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	<p>4.03.12 Reprisal</p> <p>No person shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.</p> <p>4.04 RACIAL AND ETHNIC HARASSMENT</p> <p>4.04.1 The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language (subject to Article 12.02.1), race, colour, ethnicity, ancestry, place of origin, nationality, and/or religion, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial and ethnic harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in their student status or employment status as a result of suffering work-related racial or ethnic harassment.</p> <p>In keeping with this objective, the Parties agree:</p> <p>(i) to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion;</p> <p>(ii) to co-operate with the Centre for Human Rights, Equity and Inclusion; in the development of educational programs for CUPE 3903 members</p>			<p>(b) If both parties wish to participate, a mediator will be appointed by the Employer. from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days, or as soon as reasonably possible thereafter, of the Employer ascertaining that the respondent would be willing to participate in a mediation process. of the initial grievance meeting the mediator will then hold a meeting with the parties involved.</p> <p>(c) The parties to any such mediation will include the griever complainant and the respondent, representatives of the union(s) of which each of the griever complainant and the respondent are members, and representatives of the Employer.</p> <p>(d) The outcome of the mediation will result in one of the following:</p> <p>(i) No resolution is reached and the griever complainant decides to withdraw the grievance complaint and take no further action.</p> <p>(ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.</p> <p>(iii) No resolution is reached and the griever complainant requests that the matter proceed to the Formal Complaint and Investigation stage.</p> <p>4.03.11 Complaint Grievance Response and Redress</p> <p>Within fourteen (14) twenty-eight calendar days of the receipt of the Investigation Report from a Formal Investigation, the Employer will respond in writing to the</p>
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	<p>and contract administrators;</p> <p>(iii) to follow the procedures set forth in this article respecting the resolution of a racial/ethnic harassment dispute.</p> <p>The employer further agrees:</p> <p>(iv) to initiate and support educational and research programs mounted by the Centre for Human Rights, Equity and Inclusion; for the University community; and</p> <p>(v) to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8.</p> <p>4.04.2 Racial/ethnic harassment shall be defined as:</p> <p>(i) offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or offensive physical gestures or abuse; and/or</p> <p>(ii) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or</p> <p>(iii) continued differential treatment in the assignment of duties or responsibilities (subject to Article 12.02.1); and/or</p> <p>(iv) any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to an individual and/or group(s) on the basis of native language (subject to Article 12.02.1), race, colour, ethnicity, ancestry, nationality, place of origin, and/or religion by a person(s) who knows or ought</p>			<p><u>griever complainant and respondent to indicate with:</u></p> <p>(i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;</p> <p>(ii) What redress shall be awarded or continued.</p> <p>4.03.12 Reprisal</p> <p>No person employee shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.</p> <p>4.04 RACIAL AND ETHNIC HARASSMENT</p> <p>4.04.1 The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language (subject to Article *12.01.7), race, colour, ethnicity, ancestry, place of origin, nationality, and/or religion, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial and ethnic harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in their student status or employment status as a result of suffering work-related racial or ethnic harassment.</p> <p><i>[*Note: each of Unit 1, 2 & 3 need to be treated differently with respect to Article 4.04.1 & 4.04.2 below:]</i></p>
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	<p>reasonably to know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.</p> <p>4.04.3 On receipt of a complaint of racism and/or ethnic harassment from an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow University Procedures to address the complaint. On a semi-annual basis, the Employer will provide the Union with a report of the number of members who have made complaints of racism and/or ethnic harassment.</p> <p>4.04.4 Decisions with respect to any remediation shall not be grievable except:</p> <p>(i) the complainant-employee may grieve a decision not to separate the parties;</p> <p>(ii) the complainant-employee or other party may grieve if they believes</p> <p>that in consequence of the arrangement for separation of the parties they has incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.</p> <p>4.04.5 Decisions with respect to any remediation may be grieved within</p>			<p>[Unit 1]</p> <p>4.04.1 “The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language (subject to Article 12.01.7)...”</p> <p>[Unit 2]</p> <p>4.04.1 “The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language (subject to Article 12.03.1)...”</p> <p>[Unit 3]</p> <p>4.04.1 (subject to Article 12.01.7)...”</p> <p>In keeping with this objective, the parties agree:</p> <p>(i) to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion.</p> <p>(ii) to co-operate with the Centre for Human Rights, Equity and Inclusion in the development of educational programs for CUPE 3903 members and contract administrators;</p> <p>(iii) to follow the procedures set forth in this article respecting the resolution of a racial/ethnic harassment dispute.</p> <p>The employer further agrees:</p> <p>(iv) to initiate and support educational and research programs mounted by the Centre</p>
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		<p>fourteen days of the receipt of the decision by the employee.</p> <p>4.04.6 When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Executive Director from the York University Centre for Human Rights, Equity and Inclusion (the Centre).</p> <p>The employer shall not use information provided by a complainant- employee respecting Racial/Ethnic Harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.</p> <p>4.04.7 Separation of Complainant and Alleged Harasser</p> <p>The parties agree that some circumstances involving allegations of discrimination or harassment shall warrant separation of the complainant and alleged harasser.</p> <p>4.04.8 The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. Such an investigation will proceed under the University Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.</p>			<p>for Human Rights, Equity and Inclusion for the University community; and</p> <p>(v) to discipline, where appropriate, an employee-harasser respondent pursuant to the provisions of Article 8.</p> <p>4.04.2 Racial/ethnic harassment shall be defined as:</p> <p>(i) offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or</p> <p>(ii) offensive physical gestures or abuse; and/or</p> <p>(iii) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or</p> <p>(iv) continued differential treatment in the assignment of duties or responsibilities (subject to Article *12.01.7); and/or</p> <p>(v) any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to an individual and/or group(s) on the basis of native language (subject to Article *12.01.7), race, colour, ethnicity, ancestry, nationality, place of origin, and/or religion by a person(s) who knows or ought reasonably to know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.</p> <p>4.04.3 On receipt of a complaint of sexual and/or gender harassment from or against an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow the University Human Rights Policy and Procedures (the “Procedures”), to address the complaint</p>
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	<p>4.04.9 Informal Resolution</p> <p>If the grievor requests an informal resolution the following steps will be taken:</p> <p>(a) The Employer will assist the parties involved in effecting the informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor and the respondent are members and representatives of the Employer.</p> <p>(b) At any point in the process, the grievor may request mediation or a formal investigation.</p> <p>4.04.10 Mediation</p> <p>If the grievor requests mediation, the following steps will be taken:</p> <p>(a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.</p> <p>(b) If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.</p> <p>(c) The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and representatives of the Employer.</p>			<p>https://www.yorku.ca/secretariat/policies/policies/human-rights-policy-and-procedures/, <u>subject to the provisions of the Collective Agreement.</u></p> <p>On a semi-annual basis the Employer will provide the union with a report of the number of members who have made complaints of racism and/or ethnic harassment.</p> <p>4.04.4 — Decisions with respect to any remediation shall not be grievable except: (i) the complainant employee may grieve a decision not to separate the parties;</p> <p>(ii) the complainant employee or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.</p> <p>4.04.4 Separation of Complainant and Alleged Harasser <u>Respondent</u></p> <p>The parties agree that some circumstances involving allegations of discrimination or harassment shall warrant separation of the complainant and alleged harasser <u>respondent.</u></p> <p><u>The Employer will communicate any remedial measures, including separation of the parties, in writing to both the complainant and respondent. It is understood that the Employer may revise</u></p>
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	<p>(d) The outcome of the mediation will be one of the following:</p> <p>(i) No resolution is reached and the grievor decides to withdraw the grievance and take no further action.</p> <p>(ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.</p> <p>(iii) No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.</p> <p>4.04.11 Grievance Response and Redress</p> <p>Within fourteen (14) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:</p> <p>(i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;</p> <p>(ii) What redress shall be awarded or continued.</p> <p>4.04.12 Reprisal</p> <p>No person shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.</p> <p>4.05 UNION MEMBERSHIP AND</p>			<p><u>the interim remedial measures as necessary throughout the investigation process and any such revisions will be communicated to the complainant and respondent. On the conclusion of an investigation, a decision will be made whether interim remedial measures put in place during the investigation will continue and/or whether new remedial measures will be enacted, subject to review appropriate to the circumstances, with such decision communicated to the complainant and respondent.</u></p> <p>4.04.5 Decisions with respect to any remediation shall not be grievable except:</p> <p>(i) the complainant-employee may grieve a decision not to separate the parties;</p> <p>(ii) the complainant-employee, <u>whether complainant or respondent</u> or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties, they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.</p> <p>4.04.6 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the <u>Employer's</u> decision by the employee.</p> <p>4.04.7 When <u>the Employer receives a complaint</u> grievance is filed as per Article <u>4.04.3</u> 6-20, a first meeting is convened by the Employer as per Article 6.06. If an</p>
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	<p>DUES</p> <p>4.05.1 All employees who were members in good standing of the union on the date this agreement was ratified shall remain members in good standing. Any employee shall be deemed to be a member of the union unless that employee opts out, or has opted out, of membership by written notice to the union within thirty days of the date their appointment begins.</p> <p>4.05.2 The employer shall deduct each month from the salary (if any) of each employee a sum equal to the monthly dues and/or assessments as certified to the employer from time to time by the treasurer of the union. The employer shall remit the amount deducted to the treasurer of the union by the end of the month in which deductions were made and at the same time forward a list of names of the persons from whom the deductions were made and their total monthly salary.</p> <p>4.05.3 The union shall indemnify and save the employer harmless from any and all claims which may be made against it by an employee or employees for wrongful amounts deducted resulting from the union's incorrect instructions or lack of instructions.</p> <p>4.06 PRINTING AGREEMENT</p> <p>4.06.1 The Employer shall prepare the final form of this agreement for approval of the Parties prior to printing. The Employer shall assume responsibility for printing, and</p>			<p>employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Director from the York University Centre for Human Rights (the Centre). <u>the Employer will respond to the complaint in a manner consistent with the Procedures, subject to the provisions of the Collective Agreement</u></p> <p>The employer shall not use information provided by a complainant employee respecting Racial/Ethnic Harassment for the purpose of disciplining any member of the University community unless that complainant employee specifically agrees to such usage.</p> <p>4.04.7 Separation of Complainant and Alleged Harasser</p> <p>The parties agree that some circumstances involving allegations of discrimination or harassment shall warrant separation of the complainant and alleged harasser.</p> <p>4.04.8 The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. Such an <u>Should the complaint lead to an investigation, the investigation</u> will proceed under the University's Procedures and the investigator will be appointed <u>by the Employer, subject to any objection to the investigator by the complainant or respondent or the union(s) representing the complainant or respondent, based on a conflict of interest or prior involvement with the complaint.</u> from a list of internal investigators agreed to by the Employer and</p>
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		<p>distributing to all bargaining unit members and the Union sufficient copies of the agreed upon final form of this agreement. The Parties agree to share equally the costs of printing the agreement. The Employer is also responsible for ensuring that members with visual impairments have access to the collective agreement in an appropriate and accessible format.</p> <p>4.06.2 The Union shall be responsible for translating the collective agreement into French and printing sufficient copies of the translated agreement for its bilingual and Francophone members and the employer. The Employer agrees to bear one-half the cost of translating the agreement to a maximum of \$5000. The Employer also agrees to bear one-half the cost of printing and distributing 100 copies of the translated agreement.</p> <p>Where there is any disagreement as to the interpretation of this agreement, the English version shall be binding.</p>			<p>the Union.</p> <p>4.04.9 Informal Resolution</p> <p>If the grievor complainant requests an informal resolution the following steps will be taken:</p> <p>(a) The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor complainant and the respondent are members and representatives of the Employer.</p> <p>(b) At any point in the process, the grievor either party may withdraw from the informal resolution process request mediation or a formal investigation.</p> <p>4.04.10 Mediation</p> <p>If the grievor complainant requests or agrees to mediation, the following steps will be taken:</p> <p>(a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.</p> <p>(b) If both parties wish to participate, a mediator will be appointed by the Employer from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days, or as soon as reasonably possible thereafter, of the Employer ascertaining that the respondent would be willing to participate in a mediation process, of the initial grievance meeting the mediator will then hold a meeting with the parties involved.</p> <p>(c) The parties to any such mediation will include the grievor complainant and the</p>
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				<p>respondent, representatives of the union(s) of which each of the griever complainant and the respondent are members, and representatives of the Employer.</p> <p>(d) The outcome of the mediation will result in one of the following:</p> <p>(i) No resolution is reached and the griever complainant decides to withdraw the grievance complaint and take no further action.</p> <p>(ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.</p> <p>(iii) No resolution is reached and the griever complainant requests that the matter proceed to the Formal Investigation stage.</p> <p>4.04.11 Complaint Grievance Response and Redress</p> <p>Within fourteen (14) twenty-eight calendar days of the receipt of the Investigation Report from a Formal Investigation, the Employer will respond in writing to the griever complainant and respondent to indicate with:</p> <p>(i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;</p> <p>(ii) What redress shall be awarded or continued.</p> <p>4.04.12 Reprisal</p> <p>No person employee shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.</p>
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					<p>4.05 UNION MEMBERSHIP AND DUES</p> <p>4.05.1 All employees who were members in good standing of the union on the date this agreement was ratified shall remain members in good standing. Any employee shall be deemed to be a member of the union unless that employee opts out, or has opted out, of membership by written notice to the union within thirty days of the date their appointment begins.</p> <p>4.05.2 The employer shall deduct each month from the salary (if any) of each employee a sum equal to the monthly dues and/or assessments as certified to the employer from time to time by the treasurer of the union. The employer shall remit the amount deducted to the treasurer of the union by the end of the month in which deductions were made and at the same time forward a list of names of the persons from whom the deductions were made and their total monthly salary.</p> <p>4.05.3 The union shall indemnify and save the employer harmless from any and all claims which may be made against it by an employee or employees for wrongful amounts deducted resulting from the union's incorrect instructions or lack of instructions.</p> <p>4.06 PRINTING AGREEMENT</p> <p>4.06.1 The Employer shall prepare the final form of this agreement for approval of the parties prior to printing. The Employer shall assume responsibility for the printing and distributing to all bargaining unit members and the Union, and distribution of</p>
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					<p>the agreed to number of sufficient copies of the agreed upon final form of this agreement. The parties agree to share equally the costs of printing the agreement. The Employer is also responsible for ensuring that members with visual impairments have access to the collective agreement in an appropriate and accessible format.</p> <p>4.06.2 The Union shall be responsible for translating the collective agreement into French and printing sufficient copies of the translated agreement for its bilingual and Francophone members and the employer. The Employer agrees to bear one-half the cost of translating the agreement to a maximum of \$5000. The Employer also agrees to bear one-half the cost of printing and distributing a maximum of 100 copies of the translated agreement.</p> <p>Where there is any disagreement as to the interpretation of this agreement, the English version shall be binding.</p> <p style="text-align: center;">[July 31, 2023]</p> <p style="text-align: center;">ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES</p> <p>5.01.1 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of three representatives from each party. <u>Each party shall inform the other of the names of the three representatives.</u></p> <p>5.01.2 The Committee shall function in an advisory capacity only,</p>
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					<p>making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. However, neither the Employer nor the Union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint Co-Chair, and the two persons so designated shall alternate in presiding over meetings. Either Coe-Chair may call meetings on at least two weeks' notice to the other members of the Committee.</p> <p>5.01.3 As appropriate, the parties may invite the union and employer representatives on the Security Advisory Council to attend a Labour/Management Committee meeting to address any security issues on the agenda. <u>In addition to each party's three representatives, either party may have other persons who are regularly engaged in labour management activity attend the meeting with advance notice to the other party. As appropriate, either party may also propose to the other that guests with relevant knowledge or expertise attend to speak to specific agenda items.</u></p>
2.	ALL UNITS 5.03.1 (f) Employment Equity Commit	(f) Pursuant to its mandate, the Employment Equity Committee may have regard to other sources of external data to review representation thresholds, including the General Workforce Population Equity Group Data in Article 5.03.3(d).1 -- [Footnote] 1. The parties	Update data in footnote to reflect 2021 census; see also 5.03.5	[July 27, 2023:] Update data (highlighted text) in footnote 1 to reflect 2021 census; see also 5.03.5 [Footnote] 1. The parties acknowledge, solely for the purpose of the deliberations of the Employment Equity Committee, the following current data from reports commissioned by Statistics Canada or	

	tee	<p>acknowledge, solely for the purpose of the deliberations of the Employment Equity Committee, the following current data from reports commissioned by Statistics Canada or from the City of Toronto, provided by the Union, and for the General Workforce Population Equity Groups by Statistics Canada:</p> <p>for Canada as a whole (and for General Workforce Population Equity Groups):</p> <p>a. Women: 50.4% (48.2%) b. Racialized people: 22.3% (21.3%) c. Indigenous Peoples: 4.9% (4.0%) d. Persons with disabilities: 22% (9.1%) e. 2SLGBTQIA+ (Homosexual and Bisexual): 3%</p> <p>for Toronto (and for General Workplace Population Equity Groups):</p> <p>a. Women: 52% (48.7%) b. Racialized people: 52% (48.8%) c. Indigenous Peoples: 1% (0.8%) d. Persons with disabilities: 24.3% e. 2SLGBTQIA+: 4-5%</p> <p>The Employment Equity Committee may obtain additional data particularly with respect to d. and e. above.</p>		<p>from the City of Toronto, provided by the Union, and for the General Workforce Population Equity Groups by Statistics Canada:</p> <p>for Canada as a whole (and for General Workforce Population Equity Groups):</p> <p>a. Women: 50.4% (48.2%) b. Racialized people: 22.3% (21.3%) c. Indigenous Peoples: 4.9% (4.0%) d. Persons with disabilities: 22% (9.1%) e. 2SLGBTQIA+ (Homosexual and Bisexual): 3%</p> <p>for Toronto (and for General Workplace Population Equity Groups):</p> <p>a. Women: 52% (48.7%) b. Racialized people: 52% (48.8%) c. Indigenous Peoples: 1% (0.8%) d. Persons with disabilities: 24.3% e. 2SLGBTQIA+: 4-5%</p> <p>The Employment Equity Committee may obtain additional data particularly with respect to d. and e. above. {!}</p>	
3.	ALL UNITS 5.03.4 (2) Use and Reporting of Data	<p>5.0.3.4 Use and Reporting of Data</p> <p>[...]</p> <p>(2) The Employer will annually report on equity data as follows:</p> <p>(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</p>	<p>CUPE</p> <ul style="list-style-type: none"> • correct error in numbering • Provide salaries in dollar amounts. • Calculate employment equity data reports 	<p>[October 11, 2023]</p> <p>5.0.3.4 5.03.4(!) Use and Reporting of Data</p> <p>[...]</p> <p>(2) The Employer will annually report on equity data as follows:</p> <p>(a) By December 1 each year, the Employer will provide to the Employment Equity Committee non-confidential</p>	

	<p>recent consecutive three contract years for which the data is available as of the immediately preceding November 1, per Article 5.03.4(a)(ii).</p> <p>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.</p> <p>Subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, for academic units with fewer than 10 contract faculty over the reporting period, Self-Representation Data will be provided for the Faculty as a whole, which serves as the basis for determining underrepresentation in these units per Article 5.04.4(b) below.</p> <p>(b) By December 1 of each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-Representation data correlated with information including number of positions held, position type, and salaries available as of the immediately preceding November 1, per Article 5.03.1(d).</p>	<p>based on both total number of employees who returned the survey and total number of employees in the hiring unit; currently only former is provided.</p>	<p>Internal Self- identification Representation Data broken down by department and faculty for the most recent consecutive three contract years for which the data is available as of the immediately preceding November 1, per Article 5.03.4(a)(ii).</p> <p>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.</p> <p>Subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, for academic units with fewer than 10 contract faculty over the reporting period, Self-Representation Data will be provided for the Faculty as a whole, which serves as the basis for determining underrepresentation in these units per Article 5.04.4 5.03.5(!)(b) below.</p> <p>(b) By December 1 of each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-Representation data correlated with information including number of positions held, position type, and salaries (in dollars) available as of the immediately preceding November 1, per Article 5.03.1(d).</p> <p><u>(c) By December 1 of each year, the Employer will provide to the Employment Equity Committee an employment equity data report</u></p>	
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				<p><u>drawing on the non-confidential Internal Self-Representation data which will provide intersectionality totals correlated with information including number of positions held, position type, and salaries (in dollars). All such data will be calculated using both the total number of employees who returned the surveys and the total number of employees in CUPE 3903 Unit 2.</u></p>	
4.	<p>ALL UNITS 5.03.5</p> <p>Underrepresentation</p>	<p>5.03.5 Underrepresentation</p> <p>(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 employees who identify as belonging to one or more of the Equity Groups than the External Availability Data for Toronto. Informed by this understanding of underrepresentation, the representation thresholds for the FCP Equity Groups current as of March 1, 2021 are as follows: Women: 45.9% Racialized: 30.9% Indigenous: 1.4% Representation data for persons with disabilities is not available either for Toronto or nationally.</p>	<p>CUPE</p> <ul style="list-style-type: none"> clarify the meaning of underrepresentation Provide relevant percentages for persons with disabilities. see also 	<p><u>[October 11, 2023]</u></p> <p>5.03.5 Underrepresentation <u>of employees who identify as belonging to one or more of the Employment Equity Groups</u></p> <p>(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 employees who identify as belonging to one or more of the Equity Groups than the External Availability Data for Toronto. (!) <u>Underrepresentation shall be understood to mean 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 Toronto or Canada External Availability Data for persons with disabilities by NOC code (i.e., by 4011 or 4012), we will rely on the</u></p>	

				<p><u>Employment Equity Occupational Group 'Professionals' data for persons with disabilities in Canada.{!}</u></p> <p>Informed by this understanding of underrepresentation, the representation thresholds for the FCP Equity Groups current as of March 1, 2021 are as follows: Women: 45.9% Racialized: 30.9% Indigenous: 1.4% Representation data for persons with disabilities is not available either for Toronto or nationally. Persons with disabilities: 8.9%{!}</p>	
5.	Letter of Understanding : Representation Thresholds	[New]	<p>Ensure 2021 census data is used in determining representation thresholds as per 5.03.6 of the Unit 1, 2, & 3 Collective Agreements and in 12.04.1 (ii) and 12.04.2 of the Unit 2 CA</p>	<p><u>[October 11, 2023]</u></p> <p>Note: In the event that the Employer and Union are still in bargaining as of January 1, 2024, the Employer will share the external workforce availability data based on the 2021 census with the Union as soon as available for the purposes of incorporating the updated thresholds into all relevant provisions in the Unit 1, 2, and 3 Collective Agreements. The updated data may be the basis of subsequent proposals towards the 2023-26 Collective Agreements.{!}</p> <p><u>Letter of Understanding - Representation Thresholds</u></p> <p><u>Following the release of external workforce availability data based on the 2021 census, which will apply effective January 1, 2024, the Employer will present the new representation thresholds outlined in</u></p>	

				<p><u>the FCP program at the first Employment Equity Committee meeting scheduled in 2024 and by email to all members of the Employment Equity Committee. The Employer will apply these updated thresholds when reporting on Internal Self-identification Representation Data, Self-Identification Representation Information by Academic Unit and Employment Equity Data Reports. The Employer will rely on these new representation thresholds for the Intersectional Application of Underrepresentation Thresholds (as outlined in Articles 5.03.6 of the Unit 1, 2, & 3 Collective Agreements and in 12.04.1 (ii) and 12.04.2 of the Unit 2 Collective Agreement). The Employment Equity Committee will rely on these new representation thresholds based on the 2021 census to assess the success of Employment Equity programs and initiatives.</u></p>	
6.	<p>ALL UNITS Unit 1: 15.30 Unit 2: 15.32 Unit 3: 11.15</p>	[NEW]	<p>Introduce new funded mentor program</p>	<p><i>[September 22, 2023]</i></p> <p><u>The University will establish a Mentoring Fund, in the amount of \$20,000 per year, to be operated under the aegis of the Union, for the purpose of providing mentoring, professional development opportunities, and other supports to CUPE 3903 members, with an emphasis on mentoring for members of employment equity groups. The Union will establish a Mentor Committee that will develop the Mentorship Program, and adjudicate the Mentoring Fund. CUPE 3903</u></p>	

				<u>members who serve as mentors with the Program shall accrue 0.5 Type 1 APE for every year of service. The Union will report annually on the utilization of the fund to the Labour-Management Committee. Unspent monies in this Fund will carry forward to the subsequent year to a maximum total fund amount of \$30,000 as of September 1 in any year.</u>	
7.	ALL UNITS Unit 1: 17.06, Unit 2: 17.06, Unit 3: 16.08 PAID MATERNITY <u>PARENTAL LEAVE</u>	PAID MATERNITY LEAVE Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a female employee shall be entitled to paid maternity leave of up to seventeen thirty-fifths of the period of their Appointment Contract(s). Requests for Maternity Leave will be made as soon as practicable and normally no later than one month before the intended start-date of the leave.	Change to trans-inclusive, gender-neutral language.	<u>[July 27, 2023:]</u> PAID MATERNITY <u>PARENTAL LEAVE</u> Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a female <u>pregnant</u> employee shall be entitled to paid maternity <u>parental</u> leave of up to seventeen thirty-fifths of the period of their Appointment Contract(s). Requests for Maternity <u>Parental</u> Leave will be made as soon as practicable, and normally no later than one month before the intended start-date of the leave.	
8.	ALL UNITS Unit 1: 17.07, Unit 2: 17.07, Unit 3: 16.09 '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 is going to accept care-giver responsibility. Where two employees have care-giver responsibility for a new-born child and one is eligible for maternity leave, they may divide the amount of paid maternity and care-giver leave between them.	Change to trans-inclusive, gender-neutral language. Increase length of paid leave to be consistent with Unit 1: 17.06, Unit 2: 17.06, Unit 3: 16.08.	<u>[July 27, 2023]</u> Upon written request, a paid leave of absence of up to twelve <u>seventeen</u> thirty-fifths shall be granted to an employee on the occasion of the birth of a child for which <u>they are</u> s/he is going to accept care-giver responsibility. Where two <u>more than one</u> employees have <u>has</u> care-giver responsibility for a new-born child and one is eligible for maternity <u>parental</u> leave, they may divide the amount of paid maternity <u>parental</u> and care-giver leave between them.	
9.	ALL UNITS	Upon written request indicating the expected date of adoption of an infant (i.e., less than five years old at the	Increase length of paid leave to	<u>[July 27, 2023:]</u> Upon written request indicating the expected date of adoption of an infant	

	Unit 1: 17.08, Unit 2: 17.08, Unit 3: 16.10 PAID ADOPTION LEAVE	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 two employees are assuming joint care-giver responsibility for that child, a maximum of twelve 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.	be consistent with Unit 1: 17.06, Unit 2: 17.06, Unit 3: 16.08.	(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 seventeen thirty-fifths of the period of their Appointment Contract(s). Where two employees more than one employee are assuming joint care-giver responsibility for that child, a maximum of twelve seventeen 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.	
10.	ALL UNITS Unit 1: 17.09, Unit 2: 17.09 CARE-GIVER LEAVE – TIME OFF	Upon written request, the natural mother shall be entitled to a leave of up to thirty-five weeks in time off, including the paid portion of leave specified in Article 17.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to twenty weeks in time off, including the paid portion of leave specified in Articles 17.07 and 17.08.	Change to trans-inclusive, gender-neutral language. Increase length of unpaid leave to achieve total of 52 weeks in combination with Unit 1: 17.07, Unit 2: 17.07 OR Unit 1: 17.08, Unit 2: 17.08.	[July 27, 2023:] Upon written request, the natural mother pregnant parent shall be entitled to a leave of up to thirty-five weeks in time off, including the paid portion of leave specified in Article 17.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to twenty thirty-five weeks in time off, including the paid portion of leave specified in Articles 17.07 and 17.08	
11.	ALL UNITS Unit 1 & 2: 20.01 Unit 3: 18	In addition, the University will commit to 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).	Increase funding for assistive technologies for workplace accommodation	[September 22, 2023] In addition to the above contributions , the University will commit to up to \$10,000 \$25,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring	

	WAYS & MEANS FUND			work related accommodation (e.g., adaptive computer).	
12.	Unit 1: 10.01.3 Ticketed Courses	The employer shall provide the union with a list of the appointees and the courses to which they are appointed by 31 October of each year and by similarly reasonable dates in other sessions. Included with the list will be a report on the number of applicants and the number of appointees who self-identified as a member of one or more of the designated employment equity groups, a copy of which will be provided to the Joint Labour Management Committee.	Data for ticketed CD positions (new equity provision from last round)	[September 22, 2023] The employer shall provide the union with a list of the appointees and the courses to which they are appointed by 31 October, 1 March, and 30 June of each year and by similarly reasonable dates in other sessions. Included with the list will be a report on the number of applicants and the number of appointees who self-identified as a member of one or more of the designated employment equity groups, including totals by intersectionality for appointees who self-identified as a member of one or more designated employment equity groups , a copy of which will be provided to the CUPE 3903 Equity Officer, the Joint Employment Equity Committee, and the Joint Labour Management Committee.	
13.	UNIT 1 12.03.2 PRIORITY POOL (12.03)	12.03.2 A Ph.D. student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation and who, as a result, have not completed their academic requirements shall gain one additional year of priority pool entitlement. (See also Article 15.10.) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15.10.	Adding 8th year priority pool extension	[September 22, 2023] 12.03.2 A Ph.D. student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation and who, as a result, have not completed their academic requirements shall gain one two additional year years of priority pool entitlement. (See also Article 15.10.) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15.10.	
14.	UNIT 1 15.10	15.10 DISABILITY/ILLNESS/INJURY LEAVE A full-time graduate student	increasing program	[September 22, 2023]	

<p><u>DISABILITY/ILLNESS/INJURY LEAVE</u></p> <p><u>EXTENSION OF PROGRAM TIME LIMITS OHRC GROUNDS</u></p>	<p>whose studies have been impacted by a protected ground under the OHRC for which they require accommodation may submit a petition for academic extension for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). Full and part-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 Program 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 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</p>	<p>extension</p>	<p>15.10-DISABILITY/ILLNESS/INJURY LEAVE EXTENSION OF PROGRAM TIME LIMITS OHRC GROUNDS</p> <p>A full-time graduate student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation may submit a petition for academic extension for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). Full and part-time graduate students who suffer illness or injury may submit petitions for academic extensions for up to a total of twelve twenty-four months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program 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 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</p>	
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		<p>granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status.</p> <p>Masters candidates who held a full or partial teaching assistantship, and who subsequently have been granted a full-time academic extension for up to 12 months beyond Faculty of Graduate Studies guidelines per this article, also shall be allocated an additional teaching assistantship.</p>		<p>petitions of part-time students which are granted shall be granted for part-time status.</p> <p>Masters candidates who held a full or partial teaching assistantship, and who subsequently have been granted a full-time academic extension for up to 12 months beyond Faculty of Graduate Studies guidelines per this article, also shall be allocated an additional teaching assistantship.</p>	
15.	<p>UNIT 3 11.05.4</p> <p>EXECUTIVE SERVICE</p>	<p>11.05.4 Full time graduate students who have served on the CUPE 3903, CUPE Ontario or CUPE National Executive, or OUWCC Executive for at least six months may, on the basis of such service, submit petitions for academic extensions for a total of eight to twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on service on the Union Executive, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. If the Dean decides not to grant such a petition, they shall state the reasons for their decision in writing to the individual with a copy to the Union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status. If a petition for full-time status is granted</p>	<p>Makes the Unit 3 extension for CUPE Exec service the same as for Unit 1 (12 months)</p>	<p>[September 22, 2023]</p> <p>11.05.4 Full time graduate students who have served on the CUPE 3903, CUPE Ontario or CUPE National Executive, or OUWCC Executive for at least six months may, on the basis of such service, submit petitions for academic extensions for a total of eight to twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on service on the Union Executive, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. If the Dean decides not to grant such a petition, they shall state the reasons for their decision in writing to the individual with a copy to the Union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status. If a petition for full-time status is granted the individual will be provided with funding at a level equivalent in value to the GAship</p>	

		the individual will be provided with funding at a level equivalent in value to the GAsip which they held in the previous academic year.		which they held in the previous academic year.	
16.	UNIT 3 11.06 DISABILITY/ILLNESS/INJURY ✘ LEAVE <u>EXTENSION OF PROGRAM TIME LIMITS OHRC GROUNDS</u>	11.06 DISABILITY/ILLNESS/INJURY LEAVE A full-time graduate student whose studies have been impacted by a protected ground under the 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 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	securing funding for each year of a program extension (up to 2 years)	<i>[September 22, 2023]</i> 11.06 DISABILITY/ILLNESS/INJURY LEAVE <u>EXTENSION OF PROGRAM TIME LIMITS OHRC GROUNDS</u> A full-time graduate student whose studies have been impacted by a protected ground under the 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 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	

		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		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 <u>for each year in which an academic extension is granted.</u>	
17.	Unit 3: 16.14 CARE-GIVER LEAVE – TIME OFF	Upon written request, the natural mother shall be entitled to a leave of up to thirty-five weeks in time off, including the paid portion of leave specified in Article 17.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to twenty weeks in time off, including the paid portion of leave specified in Articles 17.07 and 17.08.	Change to trans-inclusive, gender-neutral language. Increase length of unpaid leave to achieve total of 52 weeks in combination with Unit 3: 16.09 OR Unit 3: 16.10.	<i>[July 27, 2023:]</i> Upon written request, the natural mother <u>pregnant parent</u> shall be entitled to a leave of up to thirty-five weeks in time off, including the paid portion of leave specified in Article 17.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to twenty <u>thirty-five weeks</u> in time off, including the paid portion of leave specified in Articles 16.09 and 16.10.	

WAGES, BENEFITS AND FUNDS

	UNITS Article # Title	CA Language 2020–23	Change	CUPE Latest Proposal	ER Latest Proposal
18.	ALL UNITS U1 10.04.1 U2 10.04.1 U3 10.02 SALAR Y RATES	[NEW]	Increase Wages: Retroactive wage increases for the 2020-2023 CA; Wage Increases for the 2023-2026 CA; Inflation indexation 2025-onward	<p><u>[August 29, 2023:]</u></p> <p><u>In recognition of the fact that Bill 124, enacted by the Ontario government in 2019, placed unconstitutional restrictions on CUPE 3903's right to free collective bargaining in negotiating contracts for the three-year period covering September 1, 2020 to August 31, 2023, all current and former members of the bargaining unit who were members of the bargaining unit during any part of the three-year period from September 1, 2020 to August 31, 2023 shall be entitled, on September 1, 2023, to the following retroactive salary increases over and above the 1% increases stipulated in the 2020-2023 collective agreement:</u></p> <p><u>Effective September 1, 2020 and each year thereafter for the life of the 2020–2023 Collective Agreement, salary and authorized replacement rates shall be increased by 6% per year. These wages will be paid retroactively to those who held a contract during the 2020–2023 Collective Agreement.</u></p> <p><u>For the 2023-2026 Collective Agreement, salary and authorized replacement rates shall be increased by 7% effective September 1, 2023 and 7% effective September 1, 2024. Effective September 1, 2025, and every September 1 thereafter, salary and authorized replacement rates for shall be increased by 5% or the CPI for the GTA measured during the 12-month</u></p>	

				period between July and July, whichever is greater.	
19.	ALL UNITS U1 10.14 & 10.18 U2 10.11 & 10.15 U3 10.10 DENTA L PLAN	Benefits Package: \$3,000 maximum per person for each benefit year for all services	Increase dental coverage amount	[August 31, 2023] \$6000 per year coverage for members and dependents{!}	
20.	ALL UNITS U1 10.14 & 10.18 U2 10.11 & 10.15 U3 10.10 DENTA L PLAN	Benefits Package: 85% coverage of major dental procedures	Add coverage for orthodontics, endodontics, and major dental procedures	[August 31, 2023] 100% coverage of orthodontics, endodontics, and major dental procedures for members and dependents{!}	
21.	ALL UNITS U2 10.13 & 10.15 DRUG AND PARA MEDIC AL SERVI CES	Benefits Package: cover 100% of the costs, up to a maximum of \$2,000 per specialty and an overall combined maximum of \$3,000 per person per benefit year for all paramedical specialists	Increase paramedical benefits	[August 31, 2023] \$6000 per year coverage for paramedical services for members and dependents{!}	
22.	ALL UNITS	Benefits Package: cover 100% of the costs, up to a maximum of \$2,000 per	Remove internal cap	[August 31, 2023]	

	U2 10.13 & 10.15 DRUG AND PARA MEDIC AL SERVI CES	specialty and an overall combined maximum of \$3,000 per person per benefit year for all paramedical specialists	on paramedical benefits	Remove internal cap on paramedical benefits{!}	
23.	ALL UNITS U1 10.19 U2 [?] U3 [?]	10.19 8 MONTH BENEFIT COVERAGE IN LIMITED CIRCUMSTANCES For employees in the priority pool other than PhD 6 whose employment is in one term only such that there will be a gap of no more than eight months before their next Unit 1 appointment, they will have Dental, Drug and Vision benefits coverage extended for up to eight months rather than four months. As an administrative matter, any claims after the first five months and before the end of the eight months would not be submitted until the employee returns to work and eligible claims would be promptly paid thereafter.	Increase extension of benefits	[August 31, 2023] Benefits extend 9 months after end of last contract{!}	
24.	ALL UNITS	[NEW]	Health, fitness, and wellness initiative	[August 31, 2023] The employer shall provide subsidy to all members for the annual cost membership in an athletic or recreational club or facility or sports league, or subscription, or wellness activity or for the purchase of fitness, health, or wellness equipment and or materials, up to 100% coverage upto a maximum of \$500.{!}	
25.	ALL UNITS U1 15.13	[Unit 2 CA language] 15.12.2 The employer agrees to contribute annually to operating costs	Increase childcare funding to two on-	[October 18, 2023] 15.12.2 The employer agrees to contribute annually to operating costs of the Student	

	<p>U2 15.12 U3 15.09</p> <p>CHILD CARE</p>	<p>of the Student Centre Childcare facility. 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. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.</p> <p>15.12.3 By September 30 of each academic year the employer will allocate \$50,000 to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.</p> <p>15.12.4 Effective September 1, 2021, and every 12 months thereafter, the Employer agrees to contribute to the Childcare Fund annually. The Employer's contribution will be \$262,600 effective September 1, 2020, \$265,226 effective September 1, 2021, and \$267,878 effective September 1, 2022. Allocations from the Fund will be made by the Union. An Annual Report on the</p>	<p>campus childcare facilities and increase subsidy for union-administered child care fund, which haven't increased over past 2 CAs (6 years)</p>	<p>Centre Childcare facility, known as the Lee Wiggins Childcare Centre. In each year of the collective agreement, the amount allocated shall be \$75,000\$50,000. By September 30 of each academic year, the employer will allocate \$75,000\$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. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.</p> <p>15.12.3 By September 30 of each academic year the employer will allocate \$75,000\$50,000 to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.</p> <p>15.12.4 Effective September 1, 20212023, and every 12 months thereafter, the Employer will contribute to the Childcare Fund annually. The Employer's contribution will be \$262,600 effective September 1, 2020, \$265,226 effective September 1, 2021, and \$267,878 effective September 1, 2022<u>\$325,000 effective September 1, 2023, \$332,000 effective September 1, 2024, and \$339,000 effective September 1, 2025.</u> Allocations from the Fund will be made by</p>	
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		disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.		the Union. An Annual Report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.	
26.	ALL UNITS U1 15.16 U2 15.19 U3 19 PROFESSIONAL DEVELOPMENT FUND	<p>[Unit 2 language]</p> <p>15.19 PROFESSIONAL DEVELOPMENT FUND</p> <p>The employer agrees to contribute to the Professional Development Fund \$138,370 effective September 1, 2020, \$139,754 effective September 1, 2021, and \$141,152 effective September 1, 2022.</p> <p>The purposes, criteria, procedures, eligibility and priorities for distribution of these monies shall be established by the Labour/Management Committee. The Director of the Centre for the Support of Teaching shall be invited to participate in the deliberations of the Committee. The monies shall be handled by the union, in accordance with the decisions of the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee. Any unspent monies shall roll over into the subsequent contract period.</p> <p>The Parties suggest that the Committee consider the following two priorities:</p> <p>(1) to assist new employees within the first two years of employment in</p>	Increase PDF fund	<p>[August 31, 2023:]</p> <p>The Employer will contribute to this fund \$178,000 effective September 1, 2023, \$181,000 effective September 1, 2024, and \$185,000 effective September 1, 2025. {}</p>	

		the bargaining unit in the development of their professional competence and ability; and (2) to assist employees in upgrading their qualifications for full-time academic appointments.			
27.	ALL UNITS U1 15.21 U2 15.23 U3 24.01 TRANS FUND		Increase Trans Fund	[August 31, 2023:] Effective September 1, 2023, \$60,000 will be allocated to this Fund annually. Allocations from the Fund will be made by the Union based upon pre-established and posted guidelines.(!)	
28.	ALL UNITS U1 15.27 U2 15.30 U3 22 CUPE 3903 BENEFITS FUND [A.K.A. Extended Health Benefits Fund]	[Unit 2 language] 15.30 CUPE 3903 BENEFITS FUND Effective September 1, 2021, and every 12 months thereafter, the Employer agrees to contribute an amount to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. The amount contributed by the Employer is \$311,000 effective September 1, 2020, \$387,000 effective September 1, 2021, and \$472,000 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 by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.	Increase extended health benefits fund	[August 31, 2023:] Effective September 1, 2023, and every 12 months thereafter, the Employer agrees to contribute an amount to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. The amount contributed by the Employer is \$590,000 effective September 1, 2023, \$602,000 effective September 1, 2024, and \$615,000 effective September 1, 2025.(!) Allocations from the Fund will be made by the Union. An Annual Report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.	

29.	<p>ALL UNITS U1 15.29 U2 15.25 U3 26</p> <p>SEXUAL VIOLENCE SURVIVOR FUND</p> <p>(A.K.A. Sexual Assault Survivor's Support Fund (SASSF))</p>	<p>[unit 2]</p> <p>15.25 SEXUAL VIOLENCE SURVIVOR FUND</p> <p>Effective September 1, 2021, and each September 1 thereafter, the Employer will provide to CUPE 3903's Trans Feminist Action Caucus a total amount of \$50,000 to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence.</p> <p>By September 30, 2022 and by each September 30 thereafter, the Union will provide a report to the Office of Faculty Relations through the Labour/Management Committee indicating the amount of money that was spent in the previous 12-month period</p>	<p>Increase SASSF</p>	<p>[August 31, 2023:]</p> <p>Effective September 1, 2023, and each September 1 thereafter, the Employer will provide to CUPE 3903's Trans Feminist Action Caucus a total amount of \$70,000 to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence.(!)</p>	
30.	<p>ALL UNITS U1 20 U2 20.1 U3 18</p>	<p>[Unit 2 language]</p> <p>ARTICLE 20 – WAYS & MEANS FUND</p> <p>20.01 The Employer will pay to the Union \$40,245 upon ratification, \$42,245 for 2009-2010 and \$44,245 for 2010-2011 towards the Union's Ways and Means Fund, which fund is administered by the Union. 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.</p>	<p>Increase Ways and Means Fund</p>	<p>[August 31, 2023:]</p> <p>The Employer will contribute to this fund \$340,000 effective September 1, 2023, \$348,000 effective September 1, 2024, and \$355,000 effective September 1, 2025.(!)</p>	

		<p>Effective September 1, 2018 the Employer will contribute \$85,000 to this Fund in each year of the Collective Agreement.</p> <p>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.</p> <p>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.</p> <p>In addition, the University will commit to 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).</p>			
31.	<p>UNIT 1 & 3 U1 15.20 U3 23 UHIP Fund</p>	<p>In recognition of the financial hardships of international students who have been disenfranchised by OHIP, a \$77,000 CUPE 3903 UHIP Fund will be made available to bargaining unit members for the purpose of offsetting the cost of UHIP. The amount of this fund will be \$77,770 effective September 1, 2020, \$78,548 effective September 1, 2021, and \$79,333 effective September 1, 2022.</p>	<p>Increase UHIP Fund</p>	<p>[August 29, 2023:] In recognition of the financial hardships of international students who have been disenfranchised by OHIP, a \$77,000 CUPE 3903 UHIP Fund will be made available to bargaining unit members for the purpose of offsetting the cost of UHIP. The amount of this fund will be \$77,770 effective September 1, 2020, \$78,548 effective September 1, 2021, and \$79,333 effective September 1, 2022 \$91,000 effective September 1, 2023, \$93,000 effective September 1, 2024, and \$95,000 effective September 1, 2025.</p>	

32.	UNIT 1 & 3 U1 LOI 7 U3 LOI 5 UHIP Fund for VISA Students	In recognition of the financial hardships of international students who have been disenfranchised by the Ontario Hospital Insurance Plan, the Faculty of Graduate Studies will guarantee that there will be bursary funding provided to bargaining unit members for the purpose of offsetting the cost of UHIP. The bursary funding will be in addition to the existing 50% bursary provided by the University, and in addition to any other bursary funding for which the student is eligible. Funds available for this bursary will not be less than \$35,000.	Increase UHIP Fund for VISA Students	[August 29, 2023:] In recognition of the financial hardships of international students who have been disenfranchised by the Ontario Hospital Insurance Plan, the Faculty of Graduate Studies will guarantee that there will be bursary funding provided to bargaining unit members for the purpose of offsetting the cost of UHIP. The bursary funding will be in addition to the existing 50% bursary provided by the University, and in addition to any other bursary funding for which the student is eligible. Funds available for this bursary will not be less than \$35,000 \$40,000 .	
33.	UNIT 1 10.03.1 REMUNERATION FOR TEACHING ASSISTANTS	<p>U1 10.03.1 REMUNERATION FOR TEACHING ASSISTANTS Effective September 1, 2020 for the first full teaching assistantship in each twelve- month period a grant-in-aid of \$3,992 shall be added to the remuneration so that the total base salary (articulated below in Article 10.04.1) plus grant-in-aid for a full teaching assistantship is \$16,088.</p> <p>Effective September 1, 2021 for the first full teaching assistantship in each twelve-month period a grant-in-aid of \$4,033 shall be added to the remuneration so that the total base salary (articulated below in 10.04.1) plus grant-in-aid for a full teaching assistantship is \$16,249.</p> <p>Effective September 1, 2022 for the first full teaching assistantship in each twelve- month period a grant-in-aid of \$4,073 shall be added to the remuneration so that the total base salary (articulated below in 10.04.1) plus grant-in-aid for a full teaching assistantship is \$16,411.</p>	Increase Grant-in-Aid (GIA)	[August 29, 2023:] Proposal to increase Grant-in-Aid (GIA) rates in the same manner and to the same degree as the proposed increases to wages (including retroactive increases for the period of 2020-2023, increases for the period of 2023-2026, and inflation indexation beginning in 2025). {!}	

		<p>A teaching assistant shall be paid the base salary at the rates set out in Article 10.04.1 for any teaching assistantships or fractional teaching assistantships beyond the first full teaching assistantship in each twelve-month period. The grant-in-aid applies only to the first full teaching assistantship (or to fractional teaching assistantships to the total of a first full teaching assistantship) as defined in Article 0.02.1 during each 1 September to 31 August twelve-month period. In the case of a fractional teaching assistantship, the value of the grant-in-aid need not be paid to computer centre advisors unless the position is being used to fulfil the employer's priority pool obligations to the individual.</p>			
34.	<p>UNIT 3 10.02</p> <p>REMUNERATION FOR GRADUATE ASSISTANTS</p>	<p>REMUNERATION FOR GRADUATE ASSISTANTS</p> <p>Nothing herein is intended to restrict in any way the ability of graduate assistants in the bargaining unit to receive non-employment graduate support (e.g. fellowships, bursaries, awards, scholarships).</p> <p>(a) From September 1, 2020 to August 31, 2021: Employees in the bargaining unit will receive \$11,397 (\$7,475 in wages and \$3,922 grant-in-aid) for a 270-hour graduate assistantship, this amount to be pro-rated for graduate assistantships of more or less than 270 hours.</p> <p>(b) From September 1, 2021 to August 31, 2022 Employees in the bargaining unit will receive \$11,511 (\$7,550 in wages and \$3,961 grant-in-aid) for a 270-</p>	<p>Increase Grant-in-Aid (GIA)</p>	<p>[August 29, 2023:] Proposal to increase Grant-in-Aid (GIA) rates in the same manner and to the same degree as the proposed increases to wages (including retroactive increases for the period of 2020-2023, increases for the period of 2023-2026, and inflation indexation beginning in 2025). {!}</p>	

		<p>hour graduate assistantship, this amount to be pro-rated for graduate assistantships of more or less than 270 hours, but in no case shall a graduate assistantship be less than 135 hours.</p> <p>(a) From September 1, 2022 to August 31, 2023</p> <p>Employees in the bargaining unit will receive \$11,627 (\$7,626 in wages and \$4,001 grant-in-aid) for a 270-hour graduate assistantship, this amount to be pro-rated for graduate assistantships of more or less than 270 hours, but in no case shall a graduate assistantship be less than 135 hours.</p>			
35.	<p>UNIT 1 10.12</p> <p>GRADUATE FINANCIAL ASSISTANCE</p>	<p>10.12 GRADUATE FINANCIAL ASSISTANCE</p> <p>Beginning September 1, 2015, all members of the bargaining unit who are visa students shall receive for each term in which they are registered full time and pay fees \$1085 per term. Effective the 2017-18 contract year, this amount will be increased to \$1108, in the 2018-19 contract year to \$1132, and in the 2019-20 contract year to \$1158. In the 2020-2021 contract year this amount will be increased to \$1,170; in the 2021-2022 contract year to \$1,182 and in the 2022-2023 contract year to \$1,194.</p> <p>Beginning September 1, 2015 visa students in the second year of the priority pool or a later year in the priority pool will receive in each term for which they are registered and pay fees \$1295 per term. Effective the 2017-18 contract year, this amount will be increased to \$1322, in the</p>	<p>Increase Graduate Financial Assistance (GFA)</p>	<p>[August 29, 2023:]</p> <p>Proposal to increase Graduate Financial Assistance (GFA) rates in the same manner and to the same degree as the proposed increases to wages (including retroactive increases for the period of 2020-2023, increases for the period of 2023-2026, and inflation indexation beginning in 2025).{!}</p>	

	<p>2018-19 contract year to \$1351, and in the 2019-20 contract year to \$1382. In the 2020-2021 contract year this amount will be increased to \$1396; in the 2021-2022 contract year to \$1410 and in the 2022-2023 contact year to \$1424.</p> <p>Beginning September 1, 2016 all other members of the bargaining unit shall receive for each term in which they are registered full-time and pay fees \$649 per term. Effective the 2017-18 contract year, this amount will be increased to \$663, in the 2018-19 contract year to \$678, and in the 2019-20 contract year to \$694. In the 2020-2021 contract year this amount will be increased to \$701; in the 2021-2022 contract year to \$708 an in the 2022-2023 contract year to \$715.</p> <p>Beginning September 1, 2016 all other members of the bargaining unit in the second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full-time and pay fees \$814 per term. Effective the 2017-18 contract year this amount will be increased to \$831, in the 2018-19 contract year to \$849, and in the 2019-20 contract year to \$869. In the contract year this amount will be increased to \$878; in the 2021-2022 contract year to \$887 and in the 2022-2023 contract year to \$896.</p> <p>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</p>			
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		later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term.			
36.	UNIT 1 15.03 BOOK S/SUP PLIES FUND	15.03 BOOKS/SUPPLIES FUND (i) In each year of the collective agreement the Employer will allocate \$8,000 to the Books/Supplies Fund for the purpose of offsetting the cost of books and materials required for the performance of an employee's teaching duties and responsibilities, which are otherwise not provided to the employee. Criteria, priorities and procedures for application to, and distribution of, the Fund shall be established by the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee. (ii) If any annual demand on the Fund exceeds \$8,000, any additional monies shall be allocated out of the Ways and Means Fund at the discretion of the Labour/Management Committee.	Increase Books/Suppl ies Fund	[August 29, 2023:] 15.03 BOOKS/SUPPLIES FUND (i) In each year of the collective agreement the Employer will allocate \$8,000 \$9,200 to the Books/Supplies Fund for the purpose of offsetting the cost of books and materials required for the performance of an employee's teaching duties and responsibilities, which are otherwise not provided to the employee. Criteria, priorities and procedures for application to, and distribution of, the Fund shall be established by the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee. (ii) If any annual demand on the Fund exceeds \$8,000 \$9,200 , any additional monies shall be allocated out of the Ways and Means Fund at the discretion of the Labour/Management Committee	
37.	UNIT 1 15.14 GRAD UATE STUDE NT BURSA RY FUND	15.14 GRADUATE STUDENT BURSARY FUND The Employer agrees to maintain a fund to assist graduate students. The priorities in the allocation of monies from this fund shall be to assist international students, single support parents and members who incur large uncovered medical expenses, on the basis of need. The Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the union, one full-time faculty member selected by the Employer, and the	Increase Graduate Student Bursary Fund	[August 29, 2023:] The amount allocated to the fund shall be \$267,000 effective September 1, 2023, \$272,000 effective September 1, 2024, and \$278,000 effective September 1, 2025.(!) An annual report on the disbursement of monies shall be submitted to the Labour/Management Committee.	

		Dean of Graduate Studies or designate, using criteria and procedures approved by the Labour/Management Committee. The amount allocated to the fund shall be \$227,250 effective September 1, 2020, \$229,523 effective September 1, 2021, and \$231,818 effective September 1, 2022.. An annual report on the disbursement of monies shall be submitted to the Labour/Management Committee.			
38.	UNIT 1 15.15 RESEAR CH COSTS FUND	<p>15.15 RESEARCH COSTS FUND</p> <p>The Employer shall maintain a fund to defray research costs incurred by full-time graduate students who hold or have held a position in the bargaining unit. Effective September 1, 2018, the amount allocated to the fund shall be \$110,000. Any unexpended monies shall be retained in the fund. All Research Costs grants shall be in varying amounts up to \$1,600 per academic year.</p> <p>The Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the Union, one full-time faculty member selected by the Employer, and the Dean of Graduate Studies or designate, using criteria and procedures approved by the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.</p>	Increase Research Costs Fund	[August 29, 2023:] The Employer shall maintain a fund to defray research costs incurred by full-time graduate students who hold or have held a position in the bargaining unit. Effective September 1, 2023, the amount allocated to the fund shall be \$127,000. Any unexpended monies shall be retained in the fund. All Research Costs grants shall be in varying amounts up to \$1,600 per academic year.{!}	
39.	UNIT 1 15.18	15.18 CUPE 3903 MASTERS	Increase Masters	[August 29, 2023:] In each year of the collective agreement,	

	<p>MASTERS BURSARY FUND</p>	<p>BURSARY FUND</p> <p>The CUPE 3903 Masters Bursary Fund will be made available in the summer term for bargaining unit members in masters programs, who are registered full-time in the summer term and have no scholarship or other form of funding (excluding bursaries) from or through the University in that term. The first priority is summer funding, on the basis of need, for those bargaining unit members in multi-year masters programs, who held a full teaching assistantship in the previous fall/winter terms, and will return to the second or third year of full-time study in their masters program in the following fall term. The second priority is summer funding, on the basis of need, for those bargaining unit members in masters programs who will be entering a Ph.D. program at York University in the following fall term.</p> <p>Disbursement of the bursary will occur on or after June 15th of the contract year. The bursary will be administered by a four person committee consisting of two members selected by the union, one full-time faculty member selected by the employer, and the Dean of Graduate Studies or designate, using procedures approved by the Labour/Management Committee.</p> <p>In each year of the collective agreement, \$107,000 will be allocated to this Fund.</p>	<p>Bursary Fund</p>	<p>\$123,000{!} will be allocated to this Fund.</p>	
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UNION RIGHTS

Propo- sals #	Units Article # Title	CA Language 2020–23	Change	CUPE Latest Proposal	ER Latest Proposal
40.	ALL UNITS Art. 6 GRIEVANCE PROCEDURE	<p>[UNITS 1 & 2]</p> <p>ARTICLE 6 – GRIEVANCE PROCEDURE</p> <p>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 shall act reasonably, non-discriminatorily and in good faith.</p> <p>(ii) A grievance shall be received within twenty-eight calendar days after the 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.</p> <p>(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 days of the date of the employer’s response to the query, provided that the query is initiated within twenty-eight calendar days after the date of the “Notice of Recommended</p>	<p>CUPE</p> <ul style="list-style-type: none"> • extend timelines for grievances related to harassment and discrimination 	<p>[October 18, 2023]</p> <p>[...]</p> <p>6.07 If the grievance is not settled at Step Four, 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 Four. <u>Grievances concerning harassment, discrimination or disability may be taken to Arbitration by a written notice within six months after the receipt of the employer’s written reply as required in Step 4.</u> 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.</p> <p>[...]</p> <p>6.20 Grievances concerning harassment, discrimination, or disability may be initiated at Step Four, <u>within six months after the employee(s) or the union, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.</u></p>	<p>[21 September 2023–Part of package on Art 6 & 7, see next two proposals below]</p> <p>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.</p> <p>[UNIT 1 & 2 – 31 July 2023]</p> <p>ARTICLE 6 – GRIEVANCE PROCEDURE</p> <p>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.</p> <p>i) A grievance shall be received within twenty-eight fourteen calendar days after the <u>grieving party(ies)</u> 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.</p> <p>ii) 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</p>

	<p>Appointment.” The employer will respond to the query within ten calendar days of the receipt of the query.</p> <p>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.</p> <p>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 within five calendar days.</p> <p>6.04 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.</p>			<p>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.</p> <p>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.</p> <p>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 <u>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.</u> their immediate supervisor, accompanied by their steward if they so wish. The supervisor shall give their reply within five calendar days.</p> <p>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</p>
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	<p>6.05 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 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.</p> <p>6.06 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.</p> <p>6.07 If the grievance is not settled at Step Four, 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 Four. The written notice shall contain details of the grievance, the specific provision(s) or interpretation</p>			<p>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.</p> <p>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 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.</p> <p>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</p>
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		<p>of the agreement that allegedly has been violated, and the relief sought from the Arbitrator or Arbitration Board.</p> <p>6.08 Subject to Article 6.14, the parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If at 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.</p> <p>6.09 GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step Two if the employees are all employed within a single hiring unit, or at Step Three if employed in different hiring units, or at Step Four if employed in different faculties.</p> <p>6.10 POLICY GRIEVANCE: A policy grievance, defined as involving question of general application or interpretation of this agreement, may be initiated by the union at Step Three or Step Four, as appropriate, subject to the time limits set out in 6.01 above.</p>			<p>grievance and shall give their reply, in writing, within twenty-one calendar days of that meeting.</p> <p>6.04 <u>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. or 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.</u></p> <p>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</p>
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	<p>6.11 UNION 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.</p> <p>6.12 If the union notifies the 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.</p> <p>6.13 The withdrawal of a grievance at any Step shall be without prejudice to grievances on similar matters if the employer receives written notification of this decision from the union. Settlements by the employer of grievances at Steps One and Two shall not prejudice the position of the employer or the union with respect to other grievances.</p> <p>6.14 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.</p> <p>6.15.1 In exceptional circumstances, the union may apply to the Office of the Executive Director for expedited</p>		<p>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.</p> <p>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 <u>any Step</u> 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.</p> <p>6.07 GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be</p>
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	<p>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.</p> <p>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 procedure specified in this article.</p> <p>6.16 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.</p> <p>6.17 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</p>			<p>initiated at Step TwoOne if the employees are all employed within a single hiring unit, or at Step ThreeTwo if employed in different hiring units, <u>subject to the time limits set out in 6.01 above.</u> or at Step Four if employed in different faculties.</p> <p>6.08 POLICY GRIEVANCE: A policy grievance, defined as involving question of general 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.</p> <p>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, <u>subject to the time limits set out in 6.01 above.</u></p> <p>6.10.1 EMPLOYER-INITIATED GRIEVANCE: <u>Employer grievances alleging that the union has violated the collective agreement shall</u></p>
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	<p>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.</p> <p>6.18 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.</p> <p>6.19 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.</p> <p>6.20 Grievances concerning harassment, discrimination, or disability may be initiated at Step Four.</p> <p>[UNIT 3]</p> <p>ARTICLE 6 – GRIEVANCE PROCEDURE</p> <p>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 shall act reasonably, non-discriminatorily and in good faith.</p>			<p><u>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.</u></p> <p><u>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</u></p>
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		<p>(ii) A grievance shall be received within twenty-eight calendar days after the 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.</p> <p>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.</p> <p>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/department director, accompanied by their steward if they so wishes. The supervisor/departmental head director shall give their reply within five calendar days.</p> <p>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</p>			<p><u>has been violated, and the relief sought from the Arbitrator.</u></p> <p>6.10 If <u>one party</u> the union notifies the <u>other employer</u> 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.</p> <p>6.11 The withdrawal of a grievance <u>by either party or at either any Step</u> shall be without prejudice to grievances on similar matters if the <u>party being grieved employer</u> receives written notification of this decision from the <u>grieving party union</u>. Settlements by the <u>parties employer</u> of grievances at Steps One and Two shall not prejudice the position of the employer or the union with respect to other grievances.</p> <p>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.</p> <p>In exceptional <u>exceptional</u> stances, the union may apply to the Office of Executive Director for expedited processing of a <u>Executive Director</u> for expedited processing of a grievance. The Office of the Executive Director, or the Office of Employee Relations shall respond to this application within seven calendar days. When it is agreed that <u>the Office of Employee Relations shall respond to this application within seven calendar days. When it is agreed that</u> exceptional circumstances warrant it, the parties can agree to <u>exceptional circumstances warrant it, the parties can agree to</u> waive the grievance procedure at Step Four. <u>waive the grievance procedure at Step Four.</u> The time allowances set out in Article 6.01 above apply after</p>
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		<p>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.</p> <p>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.</p> <p>6.06 If the grievance is not settled at Step Three 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.</p> <p>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</p>			<p>on has received the response from the Office Executive Director, Faculty Relations.</p> <p>On application by the union, grievances alleging violations of Article 2.03, 4.01, 10.03, 14.01 and grievances submitted pursuant to Article 10.02.6 (iii) in the Unit 1 collective agreement, shall be processed according to the grievance procedure specified in this</p> <p>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 disclosure of a summary of the grievance(s) in a newsletter shall not violate the principle of confidentiality.</p> <p>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.</p> <p>A grievor has the right to their grievance hearing at any step after Step Two and shall not face their supervisor directly in such a manner.</p> <p>It is understood by the</p>
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	<p>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.</p> <p>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.</p> <p>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 subject to the time limits set out in 6.01 above.</p> <p>6.10 UNION 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.</p> <p>6.11 If the Union notifies the 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</p>			<p>that, in the case of a successful or settled grievance, where the individual does not receive the full amount of compensation within thirty days of the date, said payment will begin to accrue at the annualized rate which the University is paying for its short-term investments at that time. The interest payment will be pro-rated.</p> <p>Grievances concerning discrimination, or disability may be initiated at Step Two <u>Four</u>.</p> <p><u>[UNIT 3 – 31 July 2023]</u></p> <p>ARTICLE 6 – GRIEVANCE PROCEDURE</p> <p>(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.</p> <p>(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.</p> <p>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.</p>
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	<p>include a detailed statement of the matter in dispute and the specific provision(s) or interpretation of the agreement that allegedly have been violated.</p> <p>6.12 The withdrawal of a grievance at any Step shall be without prejudice to grievances on similar matters if the Employer receives written notification of this decision from the union. Settlements by the Employer of grievances shall not prejudice the position of the Employer or the Union with respect to other grievances.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>			<p>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.</p> <p>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.</p> <p>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</p>
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	<p>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.</p> <p>6.17 Grievances concerning harassment, discrimination, or disability may be initiated at Step Three.</p> <p>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.</p> <p>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.</p> <p>6.19 No bargaining unit member will be required to hear or attend the grievance hearings of another employee. The member shall suffer</p>			<p>grievance and shall give their reply, in writing, within twenty-one calendar days of that meeting.</p> <p><u>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 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.</u></p> <p>6.05 If the grievance is not settled at Step ThreeTwo it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the Executive Director, Department</p>
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		<p>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.</p>			<p>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.</p> <p>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.</p> <p>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.</p> <p>6.08 POLICY GRIEVANCE: A policy grievance, defined as involving</p>
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					<p>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.</p> <p>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.</p> <p>6.10.1 EMPLOYER-INITIATED GRIEVANCE: <u>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</u></p>
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					<p><u>response to the grievance will be submitted in writing within twenty-one calendar days of that meeting.</u></p> <p><u>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.</u></p> <p>If the Union <u>one party</u> notifies the <u>other</u> 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.</p> <p>The withdrawal of a grievance <u>by either party</u> at any either Step shall be without prejudice to grievances on similar matters if the <u>party being grieved</u> Employer receives</p>
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				<p>written notification of this decision from the <u>grieving party</u> union. Settlements by the <u>parties</u> Employer of grievances <u>at Step One</u> shall not prejudice the position of the Employer or the Union with respect to other grievances.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Grievances concerning harassment, discrimination, or disability may be initiated at Step <u>Two</u> Three.</p>
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					<p>.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.</p> <p>.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.</p> <p>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.</p>
41.	ALL UNITS ART. 7 ARBIT	[ALL UNITS] ARTICLE 7 – ARBITRATION 7.01 If the Union so wishes, grievances shall be heard by a single	ER proposal: • eliminates board of arbitrators for single		[21 September 2023–Part of package on Art 6 & 7, see proposals above & below] This is a comprehensive package proposal. Agreement to any one item is subject to

	<p>RATIO N</p>	<p>Arbitrator or by a three person Arbitration Board. If a single Arbitrator is requested by the Union, the Union shall, in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The Employer 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 up- held 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.</p> <p>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.</p> <p>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 par- ties 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.</p>	<p>arbitrator; <ul style="list-style-type: none"> ● assumes acceptance of ER grievances ● eliminates ER deadline to Union notice to proceed to arbitration (and Union winning grievance if ER doesn't meet deadline </p>		<p>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.</p> <p>ARTICLE 7 – ARBITRATION</p> <p>7.01 If the union so wishes, <u>G</u>rievances 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, <u>The Party advancing a grievance to arbitration shall</u> in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The employer <u>other Party</u> 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.</p>
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		<p>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.</p> <p>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.</p> <p>[UNITS 1&2]</p> <p>7.10 The parties agree that a Board of Arbitration or single Arbitrator shall have the authority to resolve any matter referred pursuant to Article 10.04.2.</p>			<p>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.</p> <p>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.</p> <p>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.</p> <p>7.07 The Arbitration Board or single Arbitrator shall have the authority to fashion a</p>
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					<p>remedy appropriate in the circumstances to resolve the grievance regardless of the form in which the grievance was filed.</p> <p>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.</p> <p>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.</p> <p>[*Note: each of Unit 1, 2 & 3 need to be treated differently with respect to Article 7.10 below:</p> <p>Unit 1]</p> <p>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 10.04.210.04.4.</p> <p>[Unit 2]</p> <p>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.</p>
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					[Unit 3 There is no Article 7.10 in Unit 3.]
42.	ALL UNITS ART. 7 ARBITRATION	[NEW]	Add Med-Arb to CA	<p><u>[August 1, 2023]</u></p> <p><u>7.11 If mediation-arbitration is requested by the Union, the Union shall, in its notice of intent to proceed to mediation-arbitration, suggest a person to serve as mediator-arbitrator from among a panel of mediator-arbitrators agreed upon by the Employer and CUPE 3903. Within twenty-one (21) calendar days of the Step 4 decision the mediator-arbitrator will then hold a meeting with the parties involved. The Parties may hold such meetings with or without counsel by mutual agreement.</u></p> <p><u>7.12 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 mediator-arbitrator, the hearing room and any other expenses incidental to the mediation-arbitration hearing shall be borne equally by the Parties. The Parties agree to use University facilities at no cost wherever possible.</u></p> <p><u>7.13 The mediator-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 them specific authority to do so or to make an award which has such effect.</u></p>	<p><i>[21 September 2023–Part of package on Art 6 & 7, see two proposals above]</i></p> <p>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.</p> <p style="text-align: center;"><i>Letter of Understanding Between York University and each of CUPE 3903 Units 1, 2 and 3 Regarding Pilot Project for Mediation - Arbitration</i></p> <p><i>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.</i></p> <p><i>1. Roster:</i> <i>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.</i></p> <p><i>2. Expenses:</i> <i>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.</i></p>

7.14 The outcome of the mediation will be one of the following:

(i) No resolution is reached and the Union decides to withdraw the grievance and take no further action.

(ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.

(iii) No resolution is reached through mediation, then the Parties agree that the appointed mediator-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. Such a decision shall be rendered in writing within ten (10) calendar days of the mediation-arbitration hearing.

7.15 Should the parties disagree as to the meaning of the mediator-arbitrator's decision, either party may apply to the mediator-arbitrator to reconvene to clarify the decision, which they shall do within five (5) working days

7.16 The time limits set out in 7.11 and 7.15 do not apply to Article 4 complaints and grievances filed as per Article 6.20 (Unit 1 & Unit 2) or Article 6.17 (Unit 3), provided that mediation-arbitration is requested by the Union within one year of the conduct complained of or of the employee becoming aware of the occurrence of

***3. Mediator-Arbitration fees:* Each party shall pay one-half of the Arbitrator's fees and expenses.**

***4. Hearing Room Expenses:* Where the Mediator-Arbitrator directs that the matter will be mediated or heard in-person, each party shall pay one-half of the hearing room expenses. Where possible, the Parties will explore facilities available at no cost, as appropriate, provided it does not delay scheduling the grievance for mediation-arbitration.**

***5. Referral:* A grieving party who wishes to refer an individual job posting grievance shall submit a notice of intent to refer the grievance to Mediation-Arbitration through this Pilot Project within five days of receiving a response to the Step 2 meeting. The recipient of the referral notice shall confirm whether they agree to Mediation-Arbitration within five days of receipt of the referral notice.**

***6. Scheduling:* The parties will refer the matter to a Mediator-Arbitrator from the agreed-upon roster who is available to convene the parties on a mutually convenient date within forty-five days of the referral notice.**

***7. Legal Representation:* Either party may engage legal counsel for the Mediation-Arbitration as they consider appropriate.**

***8. Jurisdiction:* The Mediator-Arbitrator shall have the authority to determine the conduct of the proceedings but shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of the collective agreement.**

				<p><u>the circumstances giving rise to the grievance.</u></p> <p><u>7.17 Nothing in the University's policies or procedures will limit or otherwise restrict the ability of the Union to pursue matters related to human rights, discrimination or harassment through this Agreement's grievance procedure(s).</u></p>	<p>9. Outcome: <i>The outcome of the mediation-arbitration process will be one of the following:</i></p> <ul style="list-style-type: none"> <i>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</i> <i>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</i> <i>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). {!}</i>
43.	<p>ALL UNITS Art. 8</p> <p>DISCIPLINE</p>	<p>ARTICLE 8 – DISCIPLINE</p> <p>8.01.1 JUST CAUSE The employer shall not discipline, suspend or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the employer.</p> <p>8.01.2 The employer agrees that an employee shall not be disciplined solely for failure to perform their duties because they are arrested and/or incarcerated provided that the employee notifies their Supervisor of the arrest and/or incarceration and</p>	<p>UNION:</p> <ul style="list-style-type: none"> • Add production of supporting evidence to grievance process <p>ER:</p> <ul style="list-style-type: none"> • broadens grounds for initiating disciplinary procedures based on amorphous "concern" 	<p><u>[August 1, 2023]</u></p> <p>8.01.1 JUST CAUSE The employer shall not discipline, suspend or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the employer. <u>The employer shall provide the Union with any and all supporting documents that comprise the evidentiary basis of the Article 8 proceeding (subject to the necessary redactions of private information) prior to the first meeting.</u></p>	<p><u>[August 28, 2023]</u></p> <p>ARTICLE 8 – DISCIPLINE</p> <p>8.01.1 JUST CAUSE The employer shall not discipline, suspend or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the employer.</p> <p>8.01.2 The employer agrees that an employee shall not be disciplined solely for failure to perform their duties because they are arrested and/or incarcerated provided that the employee notifies their supervisor of the arrest and/or incarceration and the expected duration thereof as soon as possible. Further, it is understood that loss</p>

	<p>the expected duration thereof as soon as possible. Further, it is understood that loss of salary for failure to perform scheduled duties shall not constitute discipline in the context of this article.</p> <p>8.02.1 PROGRESSIVE DISCIPLINE The employer accepts and gives effect to the concept of progressive discipline by adopting the procedures set forth below.</p> <p>8.02.2 The employer may impose discipline only in accordance with the provisions of this article, and any discipline imposed which does not accord with this article shall be null and void.</p> <p>8.02.3 CONFIDENTIALITY The fact and substance of disciplinary investigations shall be treated as confidential by the employer and the union. It is a violation of confidentiality for the employer to disclose the fact and/or substance of a disciplinary investigation to people being interviewed as part of that investigation. It is no violation of confidentiality to divulge pertinent information to those necessarily involved in the investigation and the processing of the complaint.</p> <p>8.03.1 Subject to 8.03.3:</p> <p>STEP ONE: NOTICE OF MEETING (i) Prior to any consideration of discipline, the Chair or Dean or designate, who has received a Formal Complaint under the University's Draft Procedures for</p>			<p>of salary for failure to perform scheduled duties shall not constitute discipline in the context of this article.</p> <p>8.02.1 PROGRESSIVE DISCIPLINE The employer accepts and gives effect to the concept of progressive discipline by adopting the procedures set forth below.</p> <p>8.02.2 The employer may impose discipline only in accordance with the provisions of this article, and any discipline imposed which does not accord with this article shall be null and void.</p> <p>8.02.3 CONFIDENTIALITY The fact and substance of disciplinary investigations shall be treated as confidential by the employer and the union. It is a violation of confidentiality for the employer to disclose the fact and/or substance of a disciplinary investigation to people being interviewed as part of that investigation. It is no violation of confidentiality to divulge pertinent information to those necessarily involved in the investigation and the processing of the complaint.</p> <p>8.03.1 Subject to 8.03.3:</p> <p>STEP ONE: NOTICE OF MEETING (i) Prior to any consideration of discipline, the Chair/Director, or Dean, or designate will notify an employee of a meeting to informally discuss the matter giving rise to the complaint/concern that may be of a disciplinary nature, which may include {!} who has received a Formal Complaint under the University's Procedures for Dealing With Complaints of Harassment or Discrimination, or a complaint <i>or</i> concerning <i>regarding</i> the professional performance and/or conduct of an employee which is inappropriate to the employment</p>
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		<p>Dealing With Complaints of Harassment or Discrimination, or a complaint concerning the professional performance and/or conduct of an employee which is inappropriate to the employment relationship, including sexual and/or gender or racial and/or ethnic harassment, shall, within twenty-one calendar days of receiving the complaint, notify the employee and the union and schedule a meeting to discuss the subject matter of the complaint informally. (Where there has been a Formal Complaint under the University's Draft Procedures for Dealing With Complaints of Harassment or Discrimination, it is understood that an investigation into such a complaint can require a longer process. It is agreed that any such investigation shall be conducted as expeditiously as possible so as to be completed within 90 calendar days of the initial Step One Meeting, or such longer time as the parties may mutually agree.) Such Notice of Meeting shall be in writing using a letter or letters similar to the form contained in Appendix C and shall contain a brief but clear statement of the allegations which form the basis of the complaint, of the employee's right to union representation at the meeting, as well as the time, place and date of the meeting, and shall inform the employee that they may request an alternative meeting time.</p> <p>(ii) If the complaint is not dismissed or otherwise resolved as a result of the meeting referred to in 8.03.1(i), or where the employee waives explicitly,</p>			<p>relationship, including sexual and/or gender or racial and/or ethnic harassment, shall, within twenty-one calendar days of receiving the complaint, notify the employee and the union and schedule a meeting to discuss the subject matter of the complaint informally. (Where there has been a Formal Complaint under the University's Procedures for Dealing With Complaints of Harassment or Discrimination, it is understood that an investigation into such a complaint can require a longer process. It is agreed that any such investigation shall be conducted as expeditiously as possible so as to be completed within 90 calendar days of the initial Step One Meeting, or such longer time as the parties may mutually agree.) Such Notice of Meeting shall be in writing using a letter or letters similar to the form contained in Appendix C and shall contain a brief but clear statement of the allegations which form the basis of the allegations which form the basis of the complaint or concern that is to be informally discussed {!}, of the employee's right to union representation at the meeting, as well as the time, place and date of the meeting, and shall inform the employee that they may request an alternative meeting time.</p> <p>(ii) If the matter complaint is not dismissed or otherwise resolved as a result of the meeting referred to in 8.03.1(i), or where the employee waives explicitly, or implicitly by not attending, their opportunity for such meeting, and the Chair/Director, Dean, Director or designate determines that further action is warranted, they shall do one of the following:</p> <p>(a) where the employee concerned is within two years of the start date of their first appointment in Unit 2, establish a Competence and Ability Review Period (CARP) subject to Article 12.09.2 of the Unit 2 collective agreement;</p>
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	<p>or implicitly by not attending, their opportunity for such meeting, and the Chair, Dean, Director or designate determines that further action is warranted, they shall do one of the following:</p> <p>(a) where the employee concerned is within two years of the start date of their first appointment in Unit 2, establish a Competence and Ability Review Period (CARP) subject to Article 12.09.2 of the Unit 2 collective agreement;</p> <p>(b) initiate a formal evaluation pursuant to Article 13;</p> <p>(c) send a Letter of Warning to the employee.</p> <p>NOTE: If an employee, who by not attending implicitly waives their opportunity for such meeting, notifies the Chair, Dean, Director or designate as soon as possible of reasonable cause for non-attendance, the action per (a), (b), or (c) shall not apply unless and until the opportunity for a second meeting is provided.</p> <p>(iii) The decision to establish a CARP or to initiate a formal evaluation (per (a) or (b) above) shall be communicated in writing to the employee within fourteen (14) calendar days of the meeting date or the date scheduled for the meeting. Where a letter respecting establishment of a CARP or initiation of a formal evaluation is sent to an employee, the union, the hiring unit,</p>			<p>(b) initiate a formal evaluation pursuant to Article 13;</p> <p>(c) send a Letter of Warning to the employee.</p> <p>NOTE: If an employee, who by not attending implicitly waives their opportunity for such meeting, notifies the Chair/<u>Director</u>, Dean, Director or designate as soon as possible of reasonable cause for non-attendance, the action per (a), (b), or (c) shall not apply unless and until the opportunity for a second meeting is provided.</p> <p>(iii) The decision to establish a CARP or to initiate a formal evaluation (per (a) or (b) above) shall be communicated in writing to the employee within fourteen (14) calendar days of the meeting date or the date scheduled for the meeting. Where a letter respecting establishment of a CARP or initiation of a formal evaluation is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of <u>the Director, Faculty Relations</u> the Assistant Vice-President (HR&ER) shall be the only parties to receive a copy.</p> <p>(iv) The decision to establish a CARP or to initiate a formal evaluation (taken per (a) or (b) above) shall not be construed as discipline and shall not form part of the employee's disciplinary record, and cannot be used against an employee in any decision made with respect to their present or future employment, other than as specified in Article 8.03.1(i) and Article 8.03.4.</p> <p>8.03.2 STEP TWO: LETTER OF WARNING (i) The decision to send a Letter of Warning (per <u>8.03.1(ii)</u>(c) above) shall be communicated in writing to the employee within fourteen (14) calendar days of the</p>
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	<p>the Office of the Dean, and the Office of the Executive Director, Faculty Relations shall be the only parties to receive a copy.</p> <p>(iv) The decision to establish a CARP or to initiate a formal evaluation (taken per (a) or (b) above) shall not be construed as discipline and shall not form part of the employee's disciplinary record,, and cannot be used against an employee in any decision made with respect to their present or future employment, other than as specified in Article 8.03.1(i) and Article 8.03.4.</p> <p>8.03.2 STEP TWO: LETTER OF WARNING</p> <p>(i) The decision to send a Letter of Warning (per above) shall be communicated in writing to the employee within fourteen (14) calendar days of the meeting date or the date scheduled for the meeting. Where a Letter of Warning is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of the Executive Director, Faculty Relations shall be the only parties to receive a copy.</p> <p>(ii) The Letter of Warning shall state that discipline may be considered, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the complaint and/or, where the complaint concerns the standard of the employee's work, if the employee fails to bring their work up to a reasonable standard by a given date. Such date shall give the</p>			<p>meeting date or the date scheduled for the meeting. Where a Letter of Warning is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of the Executive Director, Faculty Relations shall be the only parties to receive a copy.</p> <p>(ii) The Letter of Warning shall state that discipline may be considered, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the <u>Letter of Warning</u> complaint and/or, where the complaint <u>matter</u> concerns the standard of the employee's work, if the employee fails to bring their work up to a reasonable standard by a given date. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.</p> <p>(iii) The decision to send a Letter of Warning [taken per 8.03.1(ii)(c)] shall not be construed as discipline and shall not form part of the employee's disciplinary record, and cannot be used against an employee in any decision made with respect to their present or future employment, other than as specified in Article 8.03.1(i) and Article 8.03.4.</p> <p>8.03.3 Notwithstanding 8.02.1, 8.03.1 and 8.03.2, it is understood that the employer retains the right, in exceptional circumstances, to discipline an employee for just cause without having first issued such a <u>Letter of Warning</u> written warning, subject to Articles 6 and 7 and to the procedures outlined below.</p> <p>8.03.4 It is further understood that the employer is not precluded by this article from relying on and introducing as evidence at</p>
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	<p>employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.</p> <p>(iii) The decision to send a Letter of Warning [taken per 8.03.1(ii)(c)] shall not be construed as discipline and shall not form part of the employee's disciplinary record, and cannot be used against an employee in any decision made with respect to their present or future employment, other than as specified in Article 8.03.1(i) and Article 8.03.4.</p> <p>8.03.3 Notwithstanding 8.02.1, 8.03.1, and 8.03.2, it is understood that the employer retains the right, in exceptional circumstances, to discipline an employee for just cause without having first issued such a written warning, subject to Articles 6 and 7 and to the procedures outlined below.</p> <p>8.03.4 It is further understood that the employer is not precluded by this article from relying on and introducing as evidence at any stage of the grievance and arbitration procedure the employee's previous disciplinary record. Any relevant warnings previously issued can only be introduced as evidence that the employee has received Notice as specified in 8.03.1 (ii).</p> <p>8.04.1 STEP THREE: DISCIPLINE MEETING Prior to imposing discipline, and within fourteen days of becoming aware of circumstances which, in their opinion, provide prima facie</p>			<p>any stage of the grievance and arbitration procedure the employee's previous disciplinary record. Any relevant warnings previously issued can only be introduced as evidence that the employee has received Notice as specified in 8.03.1 (ii).</p> <p>8.04.1 STEP THREE: DISCIPLINE MEETING Prior to imposing discipline, and within fourteen days of becoming aware of circumstances which, in their opinion, provide prima facie grounds for disciplinary action, the Dean or their designate shall notify the employee and the union in writing of the time and place of a meeting to discuss the matter and shall advise the employee of their right to union representation. Such notice shall contain sufficient information and details of the complaint to enable the employee to make adequate response to the allegations.</p> <p>8.04.2 NOTIFICATION OF ACTION The Dean or designate:</p> <p>(i) shall within fourteen days of such meeting advise the employee in writing, with a copy to the union, of their decision, and shall include the reasons for such decision if disciplinary action is to be taken;</p> <p>(ii) shall, where the discharge or the suspension without pay of the employee is being considered, delay the imposition of discipline for seven calendar days (pro-rated for the sessions other than fall/winter, but not fewer than three working days), on request from the union and/or the employee.</p> <p>8.05 It is agreed that the employer has the right in exceptional circumstances to suspend an employee during the period of</p>
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	<p>grounds for disciplinary action, the Dean or their designate shall notify the employee and the union in writing of the time and place of a meeting to discuss the matter and shall advise the employee of their right to union representation. Such notice shall contain sufficient information and details of the complaint to enable the employee to make adequate response to the allegations.</p> <p>8.04.2 NOTIFICATION OF ACTION The Dean or designate: (i) shall within fourteen days of such meeting advise the employee in writing, with a copy to the union, of their decision, and shall include the reasons for such decision if disciplinary action is to be taken; (ii) shall, where the discharge or the suspension without pay of the employee is being considered, delay the imposition of discipline for seven calendar days (pro-rated for the sessions other than fall/winter, but not fewer than three working days), on request from the union and/or the employee.</p> <p>8.05 It is agreed that the employer has the right in exceptional circumstances to suspend an employee during the period of its consideration of the matter, including the delay in 8.04.2 (ii), and prior to the imposition of any other discipline. In all such cases the suspensions shall be with pay.</p> <p>8.06 Notwithstanding 8.03.4, any discipline or warning shall not be used against an employee after a</p>			<p>its consideration of the matter, including the delay in 8.04.2 (ii), and prior to the imposition of any other discipline. In all such cases the suspensions shall be with pay.</p> <p>8.06 Notwithstanding 8.03.4, any discipline or warning shall not be used against an employee after a period of twenty-four months from the date of the warning or discipline.</p> <p>8.07 If the employee wishes to grieve their discipline, when the disciplinary action is not a discharge, the grievance may be initiated at Step Three. If an employee they wishes to grieve their discipline or discharge, it may shall be initiated directly at Step Four Two. In either case, the grievance shall be presented within fourteen calendar days of the date of the letter provided for in 8.04.2 (i).</p> <p>8.08 Any of the time allowances set out in this article may be extended if mutually agreed to in writing by the employer and the union. Such agreement shall not be unreasonably withheld by either party.</p> <p>8.08.1 (i) No bargaining unit member in a supervisory capacity will invoke the disciplinary provisions of this collective agreement on any other bargaining unit member employee. The member in a supervisory capacity shall refer all complaints in which discipline may be indicated warranted to their immediate supervisor (e.g., the Chair). The employer retains the right to interview the member prior to proceeding further.</p> <p>(ii) No bargaining unit member in a supervisory capacity shall be required to</p>
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	<p>period of twenty-four months from the date of the warning or discipline.</p> <p>8.07 If the employee wishes to grieve their discipline, when the disciplinary action is not a discharge, the grievance may be initiated at Step Three. If they wish to grieve their discharge, it may be initiated directly at Step Four. In either case, the grievance shall be presented within fourteen calendar days of the date of the letter provided for in 8.04.2 (i).</p> <p>8.08 Any of the time allowances set out in this article may be extended if mutually agreed to in writing by the employer and the union. Such agreement shall not be unreasonably withheld by either party.</p> <p>8.09 (i) No bargaining unit member in a supervisory capacity will invoke the disciplinary provisions of this collective agreement on any other bargaining unit member employee. The member in a supervisory capacity shall refer all complaints in which discipline may be indicated to their immediate supervisor (e.g., the Chair). The employer retains the right to interview the member prior to proceeding further.</p> <p>(ii) No bargaining unit member in a supervisory capacity shall be required to attend pre-disciplinary (per 8.03.1) or disciplinary (per 8.04.1) hearings.</p> <p>(iii) No bargaining unit member in a supervisory capacity shall be held responsible for the act or omission</p>			<p>attend pre-disciplinary (per 8.03.1) or disciplinary (per 8.04.1) hearings.</p> <p>(iii) No bargaining unit member in a supervisory capacity shall be held responsible for the act or omission that is the subject of a complaint or discipline, or any consequences deriving there from, of any other employee. This in no way relieves the bargaining unit member of any of their supervisory duties and responsibilities.</p> <p>(iv) No bargaining unit member in a supervisory capacity shall suffer any penalty in their employment or academic standing for exercising their rights under this article.</p> <p>[July 31, 2023, appendix attached to article 8]</p> <p>APPENDIX C LETTERHEAD</p> <p>(Date) Dear</p> <p>I am writing this letter pursuant to Article 8 of the CUPE 3903 collective agreement to inform you of a [series of] complaint(s)/concerns filed with this office respecting your performance and conduct as (Position) in the course (Number & Title) in the (Specify) academic session.</p> <p>The allegations contained in the complaint(s)/concerns are summarized as follows:</p> <p>In accordance with Article 8, I am scheduling a meeting to discuss this matter with you for (Date) 20__ at (time) a.m./p.m. in room (Number & Building) . If it is not convenient for you to attend at this time, please contact my office immediately at (Telephone #) to arrange an alternative time.</p>
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		<p>that is the subject of a complaint or discipline, or any consequences deriving there from, of any other employee. This in no way relieves the bargaining unit member of any of their supervisory duties and responsibilities.</p> <p>(iv) No bargaining unit member in a supervisory capacity shall suffer any penalty in their employment or academic standing for exercising their rights under this article.</p>			<p>Normally, if you fail to attend such a meeting without reasonable cause, you implicitly waive the opportunity to discuss the substance of the complaint(s)/concerns.</p> <p>Should you not attend and if in my judgement further action is warranted, I shall have no option but to proceed without benefit of your input. If you do not plan on attending a meeting to discuss the matter, I would appreciate notice as soon as possible.</p> <p>You are entitled to have a union representative present at this meeting, and a copy of this letter has been sent to CUPE 3903.</p> <p>Sincerely</p> <p>Dean/Director/Chair/Designate, (Hiring Unit)</p> <p>c.c. CUPE 3903, Suite 116 Atkinson</p>
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UNIT 1 PROPOSALS					
Proposal #	Article # Title	CA Language 2020–23	Change	CUPE Latest Proposal	ER Latest Proposal

UNIT 2 PROPOSALS

Propo- sals #	Article # Title	CA Language 2020–23	Change	CUPE Latest Proposal	ER Latest Proposal
44.	LOU on Severance	<p>LETTER OF UNDERSTANDING SEVERANCE</p> <p>Upon application, an individual who meets the following criteria:</p> <ul style="list-style-type: none"> • minimally, has applied per “normal” historical application profile and was available for appointment to those positions and was appointed to 50% or less of their average course load over that 10 year period. • does not hold a full-time position at York University or elsewhere at the time of application for unit 2 work nor in the year preceding (not including persons on a leave of absence under Article 15.15, or as a CLA in YUFA): • has held at least an average of two Type 1 or equivalent positions per year over the last 10 years and has held at least one Type 1 or equivalent position in eight of the last 10 years immediately preceding the severance years. <p>shall receive 3/35 of the grid rate in the severance year for the position of course director for each year of service in which the employee held at least one Type 1 or equivalent position in the bargaining unit.</p>	Limit detrimental effect of leaves on severance eligibility	<p><i>[18 October 2023]</i></p> <p>LETTER OF UNDERSTANDING SEVERANCE</p> <p>Upon application, an individual who meets the following criteria:</p> <ul style="list-style-type: none"> • minimally, has applied per “normal” historical application profile and was available for appointment to those positions and was appointed to 50% or less of their average course load over that 10 year period. • does not hold a full-time position at York University or elsewhere at the time of application for unit 2 work nor in the year preceding (not including persons on a leave of absence under Article 15.15, or as a CLA in YUFA): • has held at least an average of two Type 1 or equivalent positions per year over the last 10 years and has held at least one Type 1 or equivalent position in eight of the last 10 years immediately preceding the severance years. <p>shall receive 3/35 of the grid rate in the severance year for the position of course director for each year of service in which the employee held at least one Type 1 or equivalent position in the bargaining unit.</p>	

For clarity, leaves of absences related to a Human Rights Code-based ground and/or the Employment Standards Act (“Protected Leaves of Absence”) taken during the 10 years immediately preceding the severance years will be expressly excluded from the 10-year term criteria.

Where an individual would meet the 10-year requirement but for their Protected Leaves of Absences, the period of their Protected Leaves of Absence will not disentitle the individual from becoming eligible for severance. Instead, the individual’s eligibility for severance shall be determined absent the duration of the Protected Leaves of Absence.

UNIT 3 PROPOSALS

Propo- sal #	Article # Title	CA Language 2020–23	Change	CUPE Latest Proposal	ER Latest Proposal
45.	10.02 REMUN- ERATIO N FOR GRADU- ATE ASSIST- ANTS	<p>Pursuant to Articles 10.08 (GA Financial Assistance) and 10.09 (Summer Assistance) below, eligible employees holding a Graduate Assistantship who are registered full time and pay fees in the Fall, Winter and Summer Terms in the 2019-2020 academic session will receive, in addition to their Graduate Assistantship salary, non-taxable funding up to the amounts set out in the table below.</p> <p>[TABLE]</p>	Clarification of language	<p><i>[September 27, 2023]</i></p> <p><u>10.02.1</u> Pursuant to Articles 10.08 (GA Financial Assistance), 10.09 (Summer Assistance), <u>and Article 20 (GA Bursary Fund)</u> below, eligible employees <u>who are not in the priority pool</u> holding a Graduate Assistantship <u>in any term</u> who are registered full time and pay fees in the Fall, Winter and Summer Terms in the 2019–2020 academic session will receive, in addition to their Graduate Assistantship salary, non-taxable funding up to the amounts set out in the table below.</p> <p>[TABLE]</p> <p><u>10.02.2 Bargaining unit members who are part of the priority pool (see article 12.03 of the Unit 1 collective agreement) will receive their funding adjustments in equal monthly installments and be refunded to the member’s bank account by the 25th of each month.</u></p> <p>[TABLE]</p>	
46.	10.03 POSTIN- GS (Priority for master’s students)	[NEW]	Prioritizing hiring of MA students as GAs	<p><i>[September 27, 2023]</i></p> <p><u>The employer commits to prioritize the hiring of qualified Master’s students for available GA postings.</u></p>	
47.	10.03	Except as otherwise provided in the	Include	<i>[August 29, 2023]</i>	

<p>POSTIN GS</p>	<p>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:</p> <p>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.</p> <p>GAship postings shall be clearly labelled as Unit 3 and shall identify:</p> <ul style="list-style-type: none"> (i) the duties, responsibilities and tasks; (ii) reasonable qualifications of the position; (iii) the number of hours of the GAship; (iv) the start and end date of the GAship; (v) application deadline; <p>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.</p> <p>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 seeks a position.</p> <p>All appointments shall be made from among the applicants who meet the</p>	<p>total monetary value of the contract in the posting</p>	<p>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:</p> <p>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.</p> <p>GAship postings shall be clearly labelled as Unit 3 and shall identify:</p> <ul style="list-style-type: none"> (i) the duties, responsibilities and tasks; (ii) reasonable qualifications of the position; (iii) the number of hours of the GAship; <u>(iv) financial value of the contract;</u> (iv)(v) the start and end date of the GAship; (v)(vi) application deadline; <p>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.</p> <p>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 seeksseek a position.</p> <p>All appointments shall be made from among the applicants who meet the qualifications.</p>	
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		<p>qualifications.</p> <p>Hiring Units will make available a common application form or template (hard copy or electronic).</p>		<p>Hiring Units will make available a common application form or template (hard copy or electronic).</p>	
48.	<p>10.3</p> <p>POSTIN GS</p> <p><u>Appendix E</u></p>	<p>[NEW]</p> <p>X</p>	<p>Added appendix with copy of Offer of Appointment letter</p>	<p>[August 29, 2023 See also, copy of Appendix E at bottom]</p> <p><u>APPENDIX E</u> <u>GRADUATE ASSISTANTSHIP – OFFER OF APPOINTMENT</u> <u>YORK UNIVERSITY</u></p> <p><u>Dear :</u> _____</p> <p><u>Date:</u> _____</p> <p><u>On behalf of the Dean, I am pleased to offer you an appointment as teaching assistant as outlined below, in:</u></p> <p><u>Hiring Unit</u> _____ <u>Faculty</u> _____</p> <p><u>1. Position Title</u> _____ _____ <u>*No. of</u> <u>Assignments/Hours</u> _____</p> <p><u>Article 10.02</u></p> <p><u>Session</u> _____ <u>Base Total</u> _____ <u>Vacation Pay</u> _____ <u>**Grant in Aid</u> _____</p> <p><u>It should be understood that this offer in total consists of full graduate assistantship(s)*</u></p>	

			<p><u>Total Value of All Contracts:</u> _____.</p> <p><u>*The general terms and conditions of your appointment, including salary and provision for cancellation of appointments, are as set out in the current collective agreement between York University and the Canadian Union of Public Employees, Local 3903. In particular please read Article 10.01 for elaboration on your graduate assistantship and hours of work.</u></p> <p><u>If you accept this offer of appointment, please complete, sign, and promptly return the attached copy of this form to me. (Any delay in responding may delay your first salary payment.)</u></p> <p><u>Yours Sincerely,</u></p> <p>_____</p> <p><u>Chairperson</u></p> <p><u>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.</u></p>	
49.	<p>15.02 WRITTEN <u>OFFER OF APPOINTMENT NOTICE OF ASSIGN</u></p>	<p>15.02 WRITTEN NOTICE OF ASSIGNMENT</p> <p>When a full-time graduate student is hired for a full graduate assistantship, it is understood that 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,</p>	<p><u>[August 29, 2023]</u> 15.02 WRITTEN <u>OFFER OF APPOINTMENT NOTICE OF ASSIGNMENT</u></p> <p>When a full-time graduate student is hired for a full graduate assistantship, it is understood that <u>they</u> 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</p>	

	<p>MENT</p>	<p>the work requirements shall be adjusted accordingly.</p> <p>Once the graduate program director, normally in conjunction with FGS, has determined the GA assignment, the GA will be notified in writing of the assignment, normally no later than three weeks after the deadline for registration in the relevant term. The notice will include the number of hours, the name of the supervisor and the responsibilities.</p> <p>Anyone assigned to positions three weeks after the deadline for registration will have GA hours proportionally reduced without any reduction in pay.</p>	<p>hours. If a fractional graduate assistantship is assigned, the work requirements shall be adjusted accordingly.</p> <p>Once the graduate program director, normally in conjunction with FGS, has determined the GA appointment, assignment the GA will be notified in writing of the appointment assignment, normally no later than three weeks after the deadline for registration in the relevant term. The notice will include the number of hours, the name of the supervisor and the responsibilities.</p> <p>Anyone assigned to positions three weeks after the deadline for registration will have GA hours proportionally reduced without any reduction in pay.</p> <p><u>15.02.1</u> <u>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.</u></p> <p><u>15.02.2</u> <u>(i) When practicable, offers of appointment for the Fall/Winter session will be issued by July 7.</u> <u>(ii) When practicable, offers of appointment for the Winter session will be made by December 1.</u> <u>(iii) When practicable, offers of appointment for the Summer Session will be made by April 1.</u></p>	
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50.	15.05 APPOINTMENT DATES	Appointment dates will normally be effective as of the beginning of the relevant term or terms in which the GA is assigned.	Clarification of language	<p><u>[September 27, 2023]</u> Appointment dates will normally be effective as of the beginning of the relevant term or terms in which the GA is assigned. <u>Based on the requirements of the position, a half GA'ship may be assigned over more than one term in an academic year. Similarly a full GA'ship may be assigned over more than two terms in an academic year.</u></p>	
51.	20 GA BURSARY FUND	For 2008-2009 the GA Bursary Fund will be \$235,000 and effective September 1, 2009 it will be increased to \$275,000. The first priority in the allocation of monies from this fund is to assist graduate visa students, on the basis of need, with the payment of UHIP premiums. Disbursement of bursary monies will occur on April 30 of the contract year. The terms of eligibility and criteria will be determined by a committee comprised of two members of the union selected by CUPE, one full-time faculty member selected by the employer, and the Dean of Graduate Studies or designate. The committee will also decide upon the distribution of the bursary based upon the terms of eligibility and criteria of the bursary.	Adding new use for GA bursary fund for members not in the priority pool	<p><u>[September 27, 2023]</u> For 2008-2009 the GA Bursary Fund will be \$235,000 and effective September 1, 2009 it will be increased to \$275,000. The first priority in the allocation of monies from this fund is to assist graduate visa students, on the basis of need, with the payment of UHIP premiums. Disbursement of bursary monies will occur on April 30 of the contract year. The terms of eligibility and criteria will be determined by a committee comprised of two members of the union selected by CUPE, one full-time faculty member selected by the employer, and the Dean of Graduate Studies or designate. The committee will also decide upon the distribution of the bursary based upon the terms of eligibility and criteria of the bursary.</p> <p><u>Graduate assistants not in receipt of priority pool funding shall automatically receive \$4000 for a full GA'ship from the GA bursary fund. This amount is prorated for GA'ships of more or less than 270 hours.</u></p>	
52.	<u>Article 27</u> <u>GRADUATE</u>	[NEW]	To place the GAT Fund in the body of the CA	<p><u>[October 18, 2023:]</u> <u>The University will implement a Graduate Assistant Assignment Protocol that will incentivize research at the University and the provision of high-quality training</u></p>	

	<u>ASSISTANT TRAINING FUND</u>			<u>opportunities for graduate students, in accordance with the protocol outlined in the Letter of Agreement: Graduate Assistant Training Fund.</u>	
53.	LETTER OF AGREEMENT: GRADUATE ASSISTANT TRAINING FUND	LETTER OF UNDERSTANDING GRADUATE ASSISTANT TRAINING FUND <ol style="list-style-type: none"> The University will implement a Graduate Assistant Assignment Protocol that will support the incentivization of research at the University and the provision of high-quality training opportunities in research for graduate students. In order to provide the amount of funding set out at Paragraph 3 below, in each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023, the amount of \$140,000 will be transferred from the Graduate Assistant Bursary Fund to the Graduate Assistant Training Fund, thus reducing the Graduate Assistant Bursary Fund by \$140,000. In each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023 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 	Increase GAT Fund. Open up the application to all principal investigators and other hiring units. Adding a second application call for unallocated grants	<u>[October 18, 2023:]</u> LETTER OF <u>AGREEMENT</u> UNDERSTANDING GRADUATE ASSISTANT TRAINING FUND 1. The University will implement a Graduate Assistant Assignment Protocol that will support the incentivization of research at the University and the provision of high-quality training opportunities in research for graduate students. 2. In order to provide the amount of funding set out at Paragraph 3 below, in each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023, the amount of \$140,000 will be transferred from the Graduate Assistant Bursary Fund to the Graduate Assistant Training Fund, thus reducing the Graduate Assistant Bursary Fund by \$140,000. <u>2. Effective September 2024, -3. In each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023 the University will offer a Graduate Assistant Training (“GAT”) Fund that will support the ation of <u>incentivize</u> research at the University and the provision of high-quality training opportunities in research for graduate students. <u>working with a full-time faculty member. The amount available in the GAT Fund in each year will be \$220,000 which will be made up of \$140,000 transferred from the Graduate Assistant Bursary Fund plus an additional \$80,000. Up to 40 Eighty individual grants will be made to cover the cost of the</u></u>	

		<p>amount available in the GAT Fund in each year will be \$220,000 which will be made up of \$140,000 transferred from the Graduate Assistant Bursary Fund plus an additional \$80,000. Up to 40 individual allocations to eligible full-time faculty members who make an application under this fund will be provided per contract year with a value of \$5,500.</p> <p>4. In order to receive GAT Funds a full-time faculty member must:</p> <ul style="list-style-type: none"> a. Be in receipt of external research funding; b. Commit to hiring a Graduate Assistant in order to have GAT Funds provisionally identified for their use; and c. Have executed a contract for a Graduate Assistant in order to receive the GAT Funds. <p>5. 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,</p>	<p>hired GAs. allocations to full-time faculty members who make an application under this fund will be provided per contract year with a value of \$5,500.</p> <p>4-3. In order to receive GAT Funds <u>principal investigators, hiring units, or organized research units</u> a full-time faculty member must:</p> <ul style="list-style-type: none"> a. Be in receipt of external research funding; b-a. Commit to hiring a Graduate Assistant in order to have GAT Funds provisionally identified for their use; and <u>b. Commit to prioritizing the hiring of qualified Masters' students where available; and</u> c. Have executed a contract for a Graduate Assistant in order to receive the GAT Funds. <p>5-4. 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, 2021.</p> <p>6-5. 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 4 a, b and c above. The allocation process is as follows:</p> <ul style="list-style-type: none"> 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, <u>on or before October 1st for the first call and February 1st for the second call.</u> 	
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		<p>commencing on November 1, 2021.</p> <p>6. 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 4 a, b and c above. The allocation process is as follows:</p> <ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> b. Applicants 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 <u>before January 15 for the first call and June 30 for the second call.</u> e. Following the execution of the contract between the successful applicant and the Graduate Assistant, FGS shall transfer funds to the successful applicant. f. <u>Any grants not allocated by January 15 for the first call will be rolled into the second call. Any grants from the second call not spent by June 30th will be rolled into additional positions for the call for the next academic year.</u> <p>7. Where a full-time graduate student is hired as a Graduate Assistant using GAT Fund incentive money provided for through this Letter of Agreement Understanding this will be deemed to be employment in connection with financial assistance from the University.</p> <p>8. In each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023 the parties may agree to increase the value of each individual incentive (i.e., above \$5,500) using unspent GAT Funds from previous years, including from the 2017-20 collective agreement.</p> <p>9-6. GAT Funds will not be used to offset the cost of a GAship offered as a workplace accommodation.</p> <p>10. This letter of Understanding shall be placed in the 2020-23 collective agreement booklet and shall form part of the 2020-23</p>	
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		<p>7. Where a full-time graduate student is hired as a Graduate Assistant using GAT Fund incentive money provided for through this Letter of Agreement Understanding this will be deemed to be employment in connection with financial assistance from the University.</p> <p>8. In each of the years September 1, 2021 to August 31, 2022 and September 1, 2022 to August 31, 2023 the parties may agree to increase the value of each individual incentive (i.e., above \$5,500) using unspent GAT Funds from previous years, including from the 2017-20 collective agreement.</p> <p>9. GAT Funds will not be used to offset the cost of a GAship offered as a workplace accommodation.</p> <p>10. This letter of Understanding shall be placed in the 2020-23 collective agreement booklet and shall form part of the 2020-23 collective agreement. It will expire with the expiration of the 2020-23 collective agreement and shall be removed from the collective agreement booklet for the subsequent renewal collective agreement unless this Letter of Understanding is renewed by the parties.</p>	<p>collective agreement. It will expire with the expiration of the 2020-23 collective agreement and shall be removed from the collective agreement booklet for the subsequent renewal collective agreement unless this Letter of Understanding is renewed by the parties.</p> <p>The University will implement a Graduate Assistant Assignment Protocol that will support the incentive of research at the University.</p>	
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		The University will implement a Graduate Assistant Assignment Protocol that will support the incentive of research at the University.			
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[NEW appendix for U3 10.3 above]

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

Dear : _____ Date: _____

On behalf of the Dean, I am pleased to offer you an appointment as teaching assistant as outlined below, in:

Hiring Unit _____ Faculty _____

1. Position Title _____ *No. of Assignments/Hours _____
Article 10.02

Session _____

Base Total _____

Vacation Pay _____ **Grant in Aid _____

It should be understood that this offer in total consists of full graduate assistantship(s)*

Total Value of All Contracts: _____ .

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

If you accept this offer of appointment, please complete, sign, and promptly return the attached copy of this form to me. (Any delay in responding may delay your first salary payment.)

Yours Sincerely, _____

Chairperson

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.

EMPLOYER Proposals

Propo- sals #	Article # Title	CA Language 2020–23	Change	CUPE Latest Proposal	ER Latest Proposal
54.	<p>ALL UNITS</p> <p>Unit 1 – 10.09</p> <p>Unit 2 – 10.08</p> <p>Unit 3 – 10.04</p> <p>VACATION PAY</p>	<p>VACATION PAY</p> <p>All members of the bargaining unit shall be entitled to an additional percentage of their salary as vacation pay. For those employees who have less than five years of cumulative service, vacation pay shall be 4%. For those who five or more cumulative years of service they will receive vacation pay of 6%. Vacation pay shall be calculated, identified separately, and included as part of an employee’s regular monthly salary payment unless the employee requests in writing at the time they is appointed that their vacation pay be included in the last regular monthly salary payment.</p>	<p>ER:</p> <p>eliminates employees’ option of having vacation pay included all at end of contract</p>		<p>[August 17, 2023]</p> <p>VACATION PAY</p> <p>All members of the bargaining unit shall be entitled to an additional percentage of their salary as vacation pay. For those employees who have less than five years of cumulative service, vacation pay shall be 4%. For those who have five or more cumulative years of service vacation pay shall be 6%. Vacation pay shall be calculated, identified separately, and included as part of an employee’s regular monthly salary payment unless the employee requests in writing at the time they are appointed that their vacation pay be included in the last regular monthly salary payment.</p>
55.	<p>UNITS 1 & 2</p> <p>UNIT 2 Article 12.25</p> <p>UNIT 1 (Article 12.10)</p> <p>PROFESSIONAL PERFORMANCE AND SERVICE FILE</p>	<p>12.25 PROFESSIONAL PERFORMANCE AND SERVICE FILE</p> <p>(i) A professional performance and service file shall be kept for an employee in each hiring unit where they has an appointment.</p> <p>(ii) Only material from this file shall be used as the basis for hiring decisions respecting competence and ability per Article 12.02.1. This file shall contain only materials relevant to the issue of competence and ability, and/or the employee’s professional performance, and shall include, if available, a current curriculum vitae,</p>	<p>eliminates automatic removal of material from service file and requires equires member to request that material related to Article 8 (discipline) and article 13 (Evaluations) that did not lead to formal</p>	<p>[October 11, 2023]</p> <p>12.25 PROFESSIONAL PERFORMANCE AND SERVICE FILE</p> <p>(i) A professional performance and service file shall be kept for an employee in each hiring unit where they have an appointment.</p> <p>(ii) Only material from this file shall be used as the basis for hiring decisions respecting competence and ability per Article 12.02.1. This file shall contain only materials relevant to the issue of competence and ability, and/or the employee’s professional performance, and shall include, if available, a current curriculum vitae, a current application form, previous Personnel Action Forms, Offer of Appointment forms, evaluations generated under Article 13, and relevant</p>	<p>[August 28, 2023]</p> <p>12.25 PROFESSIONAL PERFORMANCE AND SERVICE FILE</p> <p>(i) A professional performance and service file shall be kept for an employee in each hiring unit where they have an appointment.</p> <p>(ii) Only material from this file shall be used as the basis for hiring decisions respecting competence and ability per Article 12.02.1. This file shall contain only materials relevant to the issue of competence and ability, and/or the employee’s professional performance, and shall include, if available, a current curriculum vitae, a current application form, previous Personnel Action Forms, Offer of Appointment forms, evaluations generated under Article 13, and relevant documents generated under Article 8. Where any relevant materials other than</p>

	<p>a current application form, previous Personnel Action Forms, Offer of Appointment forms, evaluations generated under Article 13, and relevant documents generated under Article 8. Where any relevant materials other than those herein identified are added to the file they shall be date stamped, and the employee shall be notified of their inclusion within fourteen (14) days of that date. If such additional material does not lead to discipline under Article 8 or formal evaluation per Article 13, then, after two years of its inclusion in the file, exclusive of leaves, it shall be returned to the employee by registered mail. If it cannot be delivered, upon return to the employer it shall be destroyed. With the exception of student evaluations or summaries of student evaluations, no anonymous material shall be included in the file.</p> <p>(iii) An employee, upon written notice to the hiring unit, shall be entitled to add any material relevant to professional performance, achievement or progress to their professional performance and service file.</p> <p>(iv) Upon reasonable notice in writing to the Chair, an employee and/or their authorized representative shall be able to inspect the contents of the file, and add, if the employee so wishes, any relevant comments. The file shall be available to the employer only to provide a source of information in reaching decisions on</p>	<p>discipline or a formal evaluation be removed</p>	<p>documents generated under Article 8. Where any relevant materials other than those herein identified are added to the file they shall be date stamped, and the employee shall be notified of their inclusion within fourteen (14) days of that date. If such additional material does not lead to discipline under Article 8 or formal evaluation per Article 13, then, after two years of its inclusion in the file, exclusive of leaves, <u>such materials shall be removed from the file and a copy of the removed materials sent to the employee as a protected PDF document or equivalent electronic document.</u> it shall be returned to the employee by registered mail. If it cannot be delivered, upon return to the employer it shall be destroyed. With the exception of student evaluations or summaries of student evaluations, no anonymous material shall be included in the file.</p> <p>(iii) An employee, upon written notice to the hiring unit, shall be entitled to add any material relevant to professional performance, achievement or progress to their professional performance and service file.</p> <p>(iv) Upon reasonable notice in writing to the Chair, an employee and/or their authorized representative shall be able to inspect the contents of the file, and add, if the employee so wishes, any relevant comments. The file shall be available to the employer only to provide a source of information in reaching decisions on hiring in accordance with Articles 8, 12 and 13. No documents therein shall be released physically or orally for any other reason without the employee's prior consent in writing.</p>	<p>those herein identified are added to the file they shall be date stamped, and the employee shall be notified of their inclusion within fourteen (14) days of that date. If such additional material does not lead to discipline under Article 8 or formal evaluation per Article 13, then, after two years of its inclusion in the file, exclusive of leaves, <u>such materials shall be removed from the file at the employee's request and the employee shall be notified once the materials have been removed</u> it shall be returned to the employee by registered mail. If it cannot be delivered, upon return to the employer it shall be destroyed. With the exception of student evaluations or summaries of student evaluations, no anonymous material shall be included in the file.</p> <p>(iii) An employee, upon written notice to the hiring unit, shall be entitled to add any material relevant to professional performance, achievement or progress to their professional performance and service file.</p> <p>(iv) Upon reasonable notice in writing to the Chair, an employee and/or their authorized representative shall be able to inspect the contents of the file, and add, if the employee so wishes, any relevant comments. The file shall be available to the employer only to provide a source of information in reaching decisions on hiring in accordance with Articles 8, 12 and 13. No documents therein shall be released physically or orally for any other reason without the employee's prior consent in writing.</p>
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		hiring in accordance with Articles 8, 12 and 13. No documents therein shall be released physically or orally for any other reason without the employee's prior consent in writing.			
56.	UNITS 1 & 2 ART. 13 EVALUATIONS	<p>ARTICLE 13 – EVALUATIONS</p> <p>13.01.1 The employer and the union agree that a primary purpose of evaluations is to improve the quality of teaching by assisting the employee to develop their teaching skills. An evaluation of an employee's work and/or performance which does not conform to the provisions of this article shall be null and void.</p> <p>13.01.2 INFORMAL EVALUATIONS</p> <p>(i) Normally, the employer will evaluate informally, such evaluations to be assessments of performance by someone of the employee's choice in the hiring unit or another hiring unit who is acceptable to the hiring unit, of the various duties and responsibilities of the position based on reasonable academic criteria consistent with Article 12.02.1. Such assessments will not normally be done for a person more than once per fall/winter session (September to April) and once per summer session (May to August).</p> <p>(ii) Prior to an informal evaluation of an employee in a teaching situation, the employer shall consult with the employee concerning the time and criteria for such evaluation.</p>	<p>ER:</p> <ul style="list-style-type: none"> take s away employee's right to select informal evaluator & replaces it with employee suggesting names <p>CUPE</p> <ul style="list-style-type: none"> changes to Formal Evaluation clauses to clean up wording 	<p>[October 11, 2023]</p> <p>13.02.1 FORMAL EVALUATIONS The employer shall undertake formal evaluations of an employee's performance of the various duties and responsibilities of a position only if one or more of the following conditions is present: (i) an employee request (ii) a mutual agreement of hiring unit and employee (iii) a recommendation arising from an informal evaluation (iv) a decision of Chair/Director, Dean, Director or designate resulting from the processing of a complaint in accordance with Article 8.</p> <p>13.02.2 All formal evaluations of an employee's performance of the various duties and responsibilities of a position shall: use reasonable methods and criteria of evaluation appropriate to the hiring unit and to the position in question; and be in writing.</p> <p>13.02.3 All formal evaluations must comply with the following procedures. (i) The evaluator will be someone of the employee's choice in the hiring unit or another hiring unit at York who is acceptable to the hiring unit. (ii) The hiring unit shall inform the employee in writing of the pending</p>	<p>[August 28, 2023]</p> <p>ARTICLE 13 – EVALUATIONS</p> <p>13.01.1 The employer and the union agree that a primary purpose of evaluations is to improve the quality of teaching by assisting the employee to develop their teaching skills. An evaluation of an employee's work and/or performance which does not conform to the provisions of this article shall be null and void.</p> <p>13.01.2 INFORMAL EVALUATIONS</p> <p>(i) Normally, the employer will evaluate informally, such evaluations to be assessments of performance by someone of the employee's choice in the hiring unit or another hiring unit who is acceptable to the hiring unit, of the various duties and responsibilities of the position based on reasonable academic criteria consistent with [for Unit 2]{!} Article 12.02.1 [for Unit 12.01.7]{!}. Such assessments will not normally be done for a person more than once per fall/winter session (September to April) and once per summer session (May to August). (ii) Prior to an informal evaluation of an employee in a teaching situation, the employer shall consult with the</p>

	<p>(iii) The result of the informal evaluation shall be discussed with the employee after appropriate notice.</p> <p>(iv) An informal evaluation may result in recommendations to the employee for improvement of teaching skills/professional development, or may result in a recommendation to the hiring unit that a formal evaluation be conducted, or where permitted by Article 12.09.2 of the Unit 2 agreement, may result in establishment of a Competence and Ability Review Period for cause. Where informal evaluation results in recommendations, those shall be made in writing and dated with a copy to the employee and placed in their professional performance and service file. Such recommendations shall be removed from the file after two years, except where a Competence and Ability Review Period is established in the interim, in which case the recommendations shall be retained in the file until the review period is completed.</p> <p>(v) An informal evaluation shall not be used as a source of information in hiring decisions.</p> <p>13.02.1 FORMAL EVALUATIONS</p> <p>The employer shall undertake formal evaluations of an employee's performance of the various duties and responsibilities of a position only if one or more of the following conditions is present:</p>		<p>evaluation, and of the methods and criteria to be used at least 14fourteen days (pro-rated for sessions other than fall/winter but not fewer than 3five working-days) in advance of the start of a formal evaluation period.</p> <p>(iii) Where there is to be a formal evaluation of classroom teaching, the hiring unit shall give at least 14fourteen days' notice (pro-rated for sessions other than fall/winter but not fewer than 3five working days) of class visitation. (Such notice may be coincident with (ii) above.)</p> <p>(iv) Any formal evaluation shall be discussed between the employee and their immediate supervisor, with a union representative present if the employee so wishes, and shall be given to the employee at least three working days before that discussion. The employee shall sign the evaluation to acknowledge the fact that such a discussion took place, and the employee may add their written comments to the evaluation within three weeks of the discussion if they so wish.</p>	<p>employee concerning the time and criteria for such evaluation.</p> <p>(iii) The result of the informal evaluation shall be discussed with the employee after appropriate notice.</p> <p>(iv) An informal evaluation may result in recommendations to the employee for improvement of teaching skills/professional development, or may result in a recommendation to the hiring unit that a formal evaluation be conducted, or where permitted by Article 12.09.2 of the Unit 2 agreement, may result in establishment of a Competence and Ability Review Period for cause. Where informal evaluation results in recommendations, those shall be made in writing and dated with a copy to the employee and placed in their professional performance and service file. Such recommendations shall be removed from the file after two years, except where a Competence and Ability Review Period is established in the interim, in which case the recommendations shall be retained in the file until the review period is completed.</p> <p>(v) An informal evaluation shall not be used as a source of information in hiring decisions.</p> <p>13.02.1 FORMAL EVALUATIONS</p> <p>The employer shall undertake formal evaluations of an employee's performance of the various duties and responsibilities of a position only if one or more of the following conditions is present:</p> <p>(i) an employee request</p>
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	<ul style="list-style-type: none"> • employee request • mutual agreement of hiring unit and employee • recommendation arising from informal evaluation • decision of Chair, Dean, Director or designate resulting from the processing of a complaint in accordance with Article 8. <p>13.02.2 All formal evaluations of an employee's performance of the various duties and responsibilities of a position shall:</p> <p>(i) use reasonable methods and criteria of evaluation appropriate to the hiring unit and to the position in question; and</p> <p>(ii) be in writing.</p> <p>13.02.3 All formal evaluations must comply with the following procedures.</p> <p>(i) The evaluator will be someone of the employee's choice in the hiring unit or another hiring unit at York University who is acceptable to the hiring unit.</p> <p>(ii) The hiring unit shall inform the employee in writing of the pending evaluation and of the methods and criteria to be used at least 14 days (pro-rated for sessions other than fall/winter but not fewer than 3 working days) in advance of the start of a formal evaluation period.</p> <p>(iii) Where there is to be a formal</p>		<p><u>(ii) a</u> mutual agreement of hiring unit and employee</p> <p><u>(iii) a</u> recommendation arising from <u>an</u> informal evaluation</p> <p><u>(iv) a</u> decision of Chair/<u>Director</u>, Dean, Director or designate resulting from:</p> <p><u>(a) an informal evaluation; or</u></p> <p><u>(b) the processing of a complaint matter</u> in accordance with Article 8.</p> <p>13.02.2 All formal evaluations of an employee's performance of the various duties and responsibilities of a position shall:</p> <p>(i) use reasonable methods and criteria of evaluation appropriate to the hiring unit and to the position in question; and</p> <p>(ii) be in writing.</p> <p>13.02.3 All formal evaluations must comply with the following procedures.</p> <p>(i) <u>The hiring unit will discuss with the employee the selection of the evaluator. The employee may suggest one or more names for consideration, and the employee's suggested names will not be unreasonably denied.</u> The evaluator will be someone of the employee's choice in the hiring unit or another hiring unit at York who is acceptable to the hiring unit.</p> <p>(ii) The hiring unit shall inform the employee in writing of the pending evaluation, <u>of the person to conduct the evaluation</u> and of the methods and criteria to be used at least 14 <u>fourteen</u> days (pro-rated for sessions other than fall/winter but not fewer than <u>3 five</u> working days) in advance of the start of a formal evaluation period.</p>
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	<p>evaluation of classroom teaching, the hiring unit shall give at least 14 days' notice (pro-rated for sessions other than fall/winter but not fewer than 3 working days) of class visitation. (Such notice may be coincident with (ii) above.)</p> <p>(iv) Any formal evaluation shall be discussed between the employee and their immediate supervisor, with a union representative present if the employee so wishes, and shall be given to the employee at least three working days before that discussion. The employee shall sign the evaluation to acknowledge the fact that such a discussion took place, and the employee may add their written comments to the evaluation within three weeks of the discussion if they so wishes.</p> <p>13.03 A grievance over the contents of an evaluation shall not be processed past Step Three. In the event that such a grievance reaches Step Three, it shall be deemed settled by the Dean's reply, and Step Four and/or Article 7 (Arbitration) shall not be invoked. This does not limit the right to grieve the reasonableness of the methods and criteria of evaluation. Such a grievance shall not operate to halt or interfere with the evaluation process unless otherwise agreed by the Parties or ordered by an Arbitrator or Arbitration Board.</p> <p>13.04 Written formal evaluations may be kept only in an employee's professional performance and service</p>		<p>(iii) Where there is to be a formal evaluation of classroom teaching, the hiring unit shall give at least 14 fourteen days' notice (pro-rated for sessions other than fall/winter but not fewer than 3 five working days) of class visitation. (Such notice may be coincident with (ii) above.)</p> <p>(iv) Any formal evaluation shall be discussed between the employee and their immediate supervisor, with a union representative present if the employee so wishes, and shall be given to the employee at least three working days before that discussion. The employee shall sign the evaluation to acknowledge the fact that such a discussion took place, and the employee may add their written comments to the evaluation within three weeks of the discussion if they so wish.</p> <p>13.03 A grievance over the contents of an evaluation shall not be processed past Step Three Two. In the event that such a grievance reaches Step Three Two, it shall be deemed settled by the Dean's reply, and Step Four and/or Article 7 (Arbitration) shall not be invoked. This does not limit the right to grieve the reasonableness of the methods and criteria of evaluation. Such a grievance shall not operate to halt or interfere with the evaluation process unless otherwise agreed by the parties or ordered by an Arbitrator or Arbitration Board.</p> <p>13.04 Written formal evaluations may be kept only in an employee's professional performance and service file and shall provide a source of information in reaching decisions on</p>
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		<p>file and shall provide a source of information in reaching decisions on hiring in accordance with this article.</p> <p>13.05 All copies of any formal evaluation demonstrating incompetence, inability or negligence shall be destroyed after the employee in question has received a formal evaluation in the same or a subsequent session in a similar position in the same hiring unit which fails to demonstrate incompetence, inability or negligence.</p> <p>13.06 Except for evaluations conducted during a Competence and Ability Review Period for cause, or evaluations conducted as a result of action taken per Article 8.03.1, an employee shall not be formally evaluated without their consent in a position by a hiring unit for a period of two years after they have received two formal evaluations which fail to demonstrate incompetence, inability or negligence in positions of the same type in consecutive years in the same hiring unit.</p>			<p>hiring in accordance with this article.</p> <p>13.05 All copies of any formal evaluation demonstrating incompetence, inability or negligence shall be destroyed after the employee in question has received a formal evaluation in the same or a subsequent session in a similar position in the same hiring unit which fails to demonstrate incompetence, inability or negligence.</p> <p>13.06 Except for evaluations conducted during a Competence and Ability Review Period for cause, or evaluations conducted as a result of action taken per Article 8.03.1, an employee shall not be formally evaluated without their consent in a position by a hiring unit for a period of two years after they have received two formal evaluations which fail to demonstrate incompetence, inability or negligence in positions of the same type in consecutive years in the same hiring unit.</p>
57.	<p>UNIT 2 13.07</p> <p>STUDENT EVALUATIONS</p>	<p>13.07 STUDENT EVALUATIONS</p> <p>13.07.1 The results of any student evaluations conducted by the employer and over which the employer retains sole jurisdiction, shall not be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement. Per Article 12.24 such evaluations, or a summary of, may</p>	<p>CUPE:</p> <ul style="list-style-type: none"> • corrects error in reference to 12.25; otherwise maintains existing language 	<p>[October 11, 2023]</p> <p>13.07 STUDENT EVALUATIONS</p> <p>13.07.1 The results of any student evaluations conducted by the employer and over which the employer retains sole jurisdiction, shall not be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement. Per Article 12.24 such evaluations, or a summary of, may also be placed in an</p>	<p>[August 28, 2023]</p> <p>13.07 STUDENT EVALUATIONS</p> <p>13.07.1 The results of any student evaluations conducted by the employer and over which the employer retains sole jurisdiction, shall not be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement, subject to the</p>

		<p>also be placed in an employee's Professional Performance and Service File with the employee's written agreement.</p> <p>13.07.2 Hiring units may not use summaries of student evaluations as a source of information in reaching decisions on hiring where no relevant formal evaluations are available. Notwithstanding the above, where it is not practicable for the unit to conduct a formal evaluation before reaching a decision on hiring, it may use a summary of student evaluations, but only with the written agreement of the employee in question.</p>		<p>employee's Professional Performance and Service File with the employee's written agreement.</p>	<p><u>exemption of the University's Core Institutional Questions, which may be made available to students.</u> Per Article 12.2425 such evaluations, or a summary of, may also be placed in an employee's Professional Performance and Service File with the employee's written agreement.</p>
58.	<p>UNIT 1 ART 11</p> <p>11.01.5</p> <p>POSTINGS</p>	<p>11.01.5 Upon application by the Union, the employer shall expedite the processing of any grievances respecting postings, in accordance with Article 6.15.1.</p>	<p>ER: postings grievances initiated at Step 2 (of 2)</p>		<p><i>[August 17, 2023]</i></p> <p>11.01.5 Upon application by the Union <u>may file</u>, the employer shall expedite the processing of any grievances respecting postings <u>at Step Two of the Grievance Procedure.</u> , in accordance with Article 6.15.1.</p>
59.	<p>UNIT 1 ART 12 & APPENDIX B</p> <p>APPOINTMENTS</p>	<p>ARTICLE 12 – APPOINTMENTS</p> <p>12.01 APPLICATIONS</p> <p>12.01.1 All applicants for positions, including priority applicants as described in 12.03.1, must apply directly and in writing, providing an updated application (specific or general, see Appendix F) and/or curriculum vitae to each of the hiring units in which they seek employment. With the exception of newly admitted</p>	<p>ER:</p> <ul style="list-style-type: none"> • Electronic delivery of receipt of application & offers of appointment • imposes 14-day deadline to accept offer 	<p><i>[October 11, 2023]</i></p> <p>ARTICLE 12 – APPOINTMENTS</p> <p>12.01 APPLICATIONS</p> <p>12.01.1 All applicants for positions, including priority applicants as described in 12.03.1, must apply directly and in writing, providing an updated application (specific or general, see Appendix F) and/or curriculum vitae to each of the hiring units in which they seek employment. With the exception of newly admitted PhD 1</p>	<p><i>[August 17, 2023]</i></p> <p>ARTICLE 12 – APPOINTMENTS</p> <p>12.01 APPLICATIONS</p> <p>12.01.1 All applicants for positions, including priority applicants as described in 12.03.1, must apply directly and in writing, providing an updated application (specific or general, see Appendix F) and/or curriculum vitae to each of the hiring units in which they seek employment. With the exception of newly</p>

	<p>PhD 1 students a general application shall be submitted between 15 November and 31 January, and shall apply to all positions in the hiring unit for all academic sessions that commence during the twelve months following 31 January. The employer agrees to notify all full-time graduate students of the dates for submitting general applications. The employer undertakes that no appointments shall be made prior to 31 January. Any applications submitted outside of these dates shall be specific to a particular position(s).</p> <p>As part of any offer of admission to a graduate program that includes work under this Agreement, the Employer will provide notice of the Union's representational rights, a link to the Collective Agreement and to the CUPE 3903 Home Page.</p> <p>12.01.2 With the exception of initial teaching assistantships, all appointments shall be made from among the candidates with the preferred and required qualifications, or, where no candidate has the preferred qualifications, from among the candidates with the required qualifications. It is understood that in the event of a conflict between Article 12.01.2 and Article 12.05 (Right of First Refusal), the latter article shall prevail and apply.</p> <p>12.01.3 An address list of all hiring units may be obtained from the student's Graduate Program Office. Each Graduate Program Director shall post a listing of all hiring units in</p>	<p>CUPE</p> <ul style="list-style-type: none"> • accepts changes re: electronic delivery & cleaning up language • retains existing language on delayed acceptance of offers of appointment 	<p>students a general application shall be submitted between 15 November and 31 January, and shall apply to all positions in the hiring unit for all academic sessions that commence during the twelve months following 31 January. The employer agrees to notify all full-time graduate students of the dates for submitting general applications. The employer undertakes that no appointments shall be made prior to 31 January. Any applications submitted outside of these dates shall be specific to a particular position(s).</p> <p>As part of any offer of admission to a graduate program that includes work under this Agreement, the Employer will provide notice of the Union's representational rights, a link to the Collective Agreement and to the CUPE 3903 Home Page.</p> <p>12.01.2 With the exception of initial teaching assistantships, all appointments shall be made from among the candidates with the preferred and required qualifications, or, where no candidate has the preferred qualifications, from among the candidates with the required qualifications. It is understood that in the event of a conflict between Article 12.01.2 and Article 12.05 (Right of First Refusal), the latter article shall prevail and apply.</p> <p>12.01.3 An address list of all hiring units may be obtained from the student's Graduate Program Office. Each Graduate Program Director shall post a listing of all hiring units in which teaching assistantships may arise that students within the department may be qualified to hold.</p>	<p>admitted PhD 1 students a general application shall be submitted between 15 November and 31 January, and shall apply to all positions in the hiring unit for all academic sessions that commence during the twelve months following 31 January. The employer agrees to notify all full-time graduate students of the dates for submitting general applications. The employer undertakes that no appointments shall be made prior to 31 January. Any applications submitted outside of these dates shall be specific to a particular position(s).</p> <p>As part of any offer of admission to a graduate program that includes work under this Agreement, the Employer will provide notice of the Union's representational rights, a link to the Collective Agreement and to the CUPE 3903 Home Page.</p> <p>12.01.2 With the exception of initial teaching assistantships, all appointments shall be made from among the candidates with the preferred and required qualifications, or, where no candidate has the preferred qualifications, from among the candidates with the required qualifications. It is understood that in the event of a conflict between Article 12.01.2 and Article 12.05 (Right of First Refusal), the latter article shall prevail and apply.</p> <p>12.01.3 An address list of all hiring units may be obtained from the student's Graduate Program Office. Each Graduate Program Director shall post a listing of all hiring units in which teaching assistantships may arise that students within the department may be qualified to hold.</p> <p>12.01.4 The employer will provide the</p>
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	<p>which teaching assistantships may arise that students within the department may be qualified to hold.</p> <p>12.01.4 The employer will provide the applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive CUPE 3903 applications. If the application is delivered by the applicant, the receipt will be returned immediately and by hand to the applicant. If the application is delivered by mail, the receipt will be returned by mail to the applicant's home address, provided the applicant supplies the hiring unit with a self-addressed, stamped envelope.</p> <p>12.01.5 Anyone who has been offered admission as a full-time doctoral candidate shall be sent a general application form and an address list of all hiring units, and shall be advised to submit a general application and curriculum vitae to each hiring unit in which they wish to be considered for a teaching assistantship.</p> <p>12.01.6 Persons currently registered as Master's candidates at York University and who contemplate applying for internal admission to the related doctoral program will be advised to submit a general application as per this article.</p> <p>12.01.7 The parties recognize that the employer must select individuals for appointment to positions from among candidates competent and able to perform the various duties</p>		<p>12.01.4 The employer will provide the applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive CUPE 3903 applications. IfWhen the application is delivered by the applicant, the receipt will be returned immediately and by hand or electronically to the applicant. If the application is delivered by mail, the receipt will be returned by mail to the applicant's home address, provided the applicant supplies the hiring unit with a self-addressed, stamped envelope.</p> <p>12.01.5 Anyone who has been offered admission as a full-time doctoral candidate shall be sent a general application form and an address list of all hiring units, and shall be advised to submit a general application and curriculum vitae to each hiring unit in which they wish to be considered for a teaching assistantship.</p> <p>12.01.6 Persons currently registered as Master's candidates at York University and who contemplate applying for internal admission to the related doctoral program will be advised to submit a general application as per this article.</p> <p>12.01.7 The parties recognize that the employer must select individuals for appointment to positions from among candidates competent and able to perform the various duties and responsibilities of those positions.</p> <p>12.02 SUMMER TEACHING ASSISTANTSHIPS 12.02.1 The Summer Teaching Assistant Hiring Process is as follows:</p>	<p>applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive CUPE 3903 applications. If the application is delivered by the applicant, the receipt will be returned immediately and by hand or electronically to the applicant. If the application is delivered by mail, the receipt will be returned by mail to the applicant's home address, provided the applicant supplies the hiring unit with a self-addressed, stamped envelope.</p> <p>12.01.5 Anyone who has been offered admission as a full-time doctoral candidate shall be sent a general application form and an address list of all hiring units, and shall be advised to submit a general application and curriculum vitae to each hiring unit in which they wish to be considered for a teaching assistantship.</p> <p>12.01.6 Persons currently registered as Master's candidates at York University and who contemplate applying for internal admission to the related doctoral program will be advised to submit a general application as per this article.</p> <p>12.01.7 The parties recognize that the employer must select individuals for appointment to positions from among candidates competent and able to perform the various duties and responsibilities of those positions.</p> <p>12.02 SUMMER TEACHING ASSISTANTSHIPS 12.02.1 The Summer Teaching Assistant Hiring Process is as follows: (i) Blanket Applications will be submitted as per Article 12.01.1</p>
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	<p>and responsibilities of those positions.</p> <p>12.02 SUMMER TEACHING ASSISTANTSHIPS</p> <p>12.02.1 The Summer Teaching Assistant Hiring Process is as follows:</p> <p>(i) Blanket Applications will be submitted as per Article 12.01.1</p> <p>(ii) Applicants will be assessed and ranked on the basis of their applications as per 12.01.2.</p> <p>(iii) First priority in the allocation of available summer teaching assistantships shall be given to qualified graduate visa student applicants.</p> <p>(iv) Second priority in the allocation of summer teaching assistantships shall be given to qualified applicants who do not hold major external scholarships.</p> <p>12.02.2 Effective May 1, 2003, an applicant may be appointed to a maximum of three summer teaching assistantships over their normal priority pool entitlement during their program of study.</p> <p>12.02.3 This maximum shall not apply to visa students, nor in cases where a summer teaching assistantship is in fulfilment of the minimum guarantee to a maximum of four summer teaching assistantships. A report of such cases will be made to the Labour/Management</p>	<p>(i) Blanket Applications will be submitted as per Article 12.01.1</p> <p>(ii) Applicants will be assessed and ranked on the basis of their applications as per 12.01.2.</p> <p>(iii) First priority in the allocation of available summer teaching assistantships shall be given to qualified graduate visa student applicants.</p> <p>(iv) Second priority in the allocation of summer teaching assistantships shall be given to qualified applicants who do not hold major external scholarships.</p> <p>12.02.2 Effective May 1, 2003, an An applicant may be appointed to a maximum of three summer teaching assistantships over their normal priority pool entitlement during their program of study.</p> <p>12.02.3 This maximum shall not apply to visa students, nor in cases where a summer teaching assistantship is in fulfilment of the minimum guarantee to a maximum of four summer teaching assistantships. A report of such cases will be made to the Labour/Management Committee.</p> <p>12.03 PRIORITY POOL</p> <p>12.03.1 (i) Priority in the allocation of available teaching assistantships shall be given to full-time Ph.D. students who, at the time of hiring, have held one teaching assistantship or portion thereof, whether as a Masters student or as a Ph.D. student, but not more than five full teaching assistantships as a Ph.D. student. Priority shall be granted for no more than one full teaching assistantship in a twelve-month period; possible exceptions are noted below. Teaching</p>	<p>(ii) Applicants will be assessed and ranked on the basis of their applications as per 12.01.2.</p> <p>(iii) First priority in the allocation of available summer teaching assistantships shall be given to qualified graduate visa student applicants.</p> <p>(iv) Second priority in the allocation of summer teaching assistantships shall be given to qualified applicants who do not hold major external scholarships.</p> <p>12.02.2 Effective May 1, 2003, an An applicant may be appointed to a maximum of three summer teaching assistantships over their normal priority pool entitlement during their program of study.</p> <p>12.02.3 This maximum shall not apply to visa students, nor in cases where a summer teaching assistantship is in fulfilment of the minimum guarantee to a maximum of four summer teaching assistantships. A report of such cases will be made to the Labour/Management Committee.</p> <p>12.03 PRIORITY POOL</p> <p>12.03.1 (i) Priority in the allocation of available teaching assistantships shall be given to full-time Ph.D. students who, at the time of hiring, have held one teaching assistantship or portion thereof, whether as a Masters student or as a Ph.D. student, but not more than five full teaching assistantships as a Ph.D. student. Priority shall be granted for no more than one full teaching assistantship in a twelve-month period; possible exceptions are noted below. Teaching assistantship appointments shall be counted as part of an individual's Priority Pool entitlement in</p>
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	<p>Committee.</p> <p>12.03 PRIORITY POOL</p> <p>12.03.1 (i) Priority in the allocation of available teaching assistantships shall be given to full-time Ph.D. students who, at the time of hiring, have held one teaching assistantship or portion thereof, whether as a Masters student or as a Ph.D. student, but not more than five full teaching assistantships as a Ph.D. student. Priority shall be granted for no more than one full teaching assistantship in a twelve-month period; possible exceptions are noted below. Teaching assistantship appointments shall be counted as part of an individual's Priority Pool entitlement in proportion to a full teaching assistantship as defined in Article 10.02.1, to a maximum of one full teaching assistantship in any academic year.</p> <p>NOTE: Priority per (i) entitles a qualified full-time Ph.D. student to a maximum of one full teaching assistantship (subject to availability) in each of up to six years while a full-time Ph.D. student, provided that the student is successful in obtaining an initial teaching assistantship. Any teaching assistantship(s) held while a Masters student will not reduce the priority while a Ph.D. student. Such priority is subject to (ii) and (iii) below.</p> <p>(ii) Where the performance of another type of assistantship having a value at least equivalent to a full teaching assistantship is accepted by the student, or is a part of the student's academic program, or is required of the student by the program for other academic reasons, the above priorities may not apply.</p>		<p>assistantship appointments shall be counted as part of an individual's Priority Pool entitlement in proportion to a full teaching assistantship as defined in Article 10.02.1, to a maximum of one full teaching assistantship in any academic year.</p> <p>NOTE: Priority per (i) entitles a qualified full-time Ph.D. student to a maximum of one full teaching assistantship (subject to availability) in each of up to six years while a full-time Ph.D. student, provided that the student is successful in obtaining an initial teaching assistantship. Any teaching assistantship(s) held while a Masters student will not reduce the priority while a Ph.D. student. Such priority is subject to (ii) and (iii) below.</p> <p>(ii) Where the performance of another type of assistantship having a value at least equivalent to a full teaching assistantship is accepted by the student, or is a part of the student's academic program, or is required of the student by the program for other academic reasons, the above priorities may not apply.</p> <p>(iii) Students whose total income from fellowships and/or scholarships is equal to or greater than the value of a full Ontario Graduate Scholarship and who are within the priority pool described above shall be allocated at least one-half of a full teaching assistantship or equivalent.</p> <p>12.03.2 A Ph.D. student whose studies have been impacted by a protected ground under the OHRC <u>Ontario Human Rights Code</u> for which they require accommodation and who, as a result, have not completed their academic requirements shall gain one additional year of priority pool entitlement. (See also Article 15.10.) Masters candidates who</p>	<p>proportion to a full teaching assistantship as defined in Article 10.02.1, to a maximum of one full teaching assistantship in any academic year.</p> <p>NOTE: Priority per (i) entitles a qualified full-time Ph.D. student to a maximum of one full teaching assistantship (subject to availability) in each of up to six years while a full-time Ph.D. student, provided that the student is successful in obtaining an initial teaching assistantship. Any teaching assistantship(s) held while a Masters student will not reduce the priority while a Ph.D. student. Such priority is subject to (ii) and (iii) below.</p> <p>(ii) Where the performance of another type of assistantship having a value at least equivalent to a full teaching assistantship is accepted by the student, or is a part of the student's academic program, or is required of the student by the program for other academic reasons, the above priorities may not apply.</p> <p>(iii) Students whose total income from fellowships and/or scholarships is equal to or greater than the value of a full Ontario Graduate Scholarship and who are within the priority pool described above shall be allocated at least one-half of a full teaching assistantship or equivalent.</p> <p>12.03.2 A Ph.D. student whose studies have been impacted by a protected ground under the OHRC <u>Ontario Human Rights Code</u> for which they require accommodation and who, as a result, have not completed their academic requirements shall gain one additional year of priority pool entitlement. (See also Article 15.10.) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship</p>
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	<p>student, or is a part of the student's academic program, or is required of the student by the program for other academic reasons, the above priorities may not apply.</p> <p>(iii) Students whose total income from fellowships and/or scholarships is equal to or greater than the value of a full Ontario Graduate Scholarship and who are within the priority pool described above shall be allocated at least one-half of a full teaching assistantship or equivalent.</p> <p>12.03.2 A Ph.D. student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation and who, as a result, have not completed their academic requirements shall gain one additional year of priority pool entitlement. (See also Article 15.10.) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15.10.</p> <p>12.03.3 Masters candidates who have held a full or partial teaching assistantship which has been interrupted by a maternity leave per Article 17.06, and who subsequently have been granted a full-time academic extension beyond Faculty of Graduate Studies guidelines, also shall be allocated an additional one-half teaching assistantship.</p> <p>12.04.1 If a candidate for a position grieves a decision not to appoint them to that position, or the union grieves</p>		<p>held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15.10.</p> <p>12.03.3 Masters candidates who have held a full or partial teaching assistantship which has been interrupted by a maternity leave per Article 17.06, and who subsequently have been granted a full-time academic extension beyond Faculty of Graduate Studies guidelines, also shall be allocated an additional one-half teaching assistantship.</p> <p>12.04.1 If a candidate for a position grieves a decision not to appoint them to that position, or the union grieves or queries an appointment, the employer shall provide the union with the name of the appointee, a copy of their curriculum vitae, copy of their application, and any other non-confidential information that was the basis of the appointment. Such information shall include the individual's priority pool status, right of first refusal, if any, and visa student status, where applicable. The Employer will respond to the query within ten calendar days of the receipt of the query.</p> <p>12.05 RIGHT OF FIRST REFUSAL</p> <p>(i) Employees who are in the Priority Pool and who, as Ph.D. students, held a teaching assistantship appointment in the previous academic year, and who apply to the hiring unit in which they have most recently held an assistantship, shall, per (ii) below, have the right of first refusal for the position in the course which they have most recently held, provided that position is posted in the bargaining unit. Where the position is not posted in the bargaining unit, they shall have first consideration for</p>	<p>pursuant to the terms of Article 15.10.</p> <p>12.03.3 Masters candidates who have held a full or partial teaching assistantship which has been interrupted by a maternity leave per Article 17.06, and who subsequently have been granted a full-time academic extension beyond Faculty of Graduate Studies guidelines, also shall be allocated an additional one-half teaching assistantship.</p> <p>12.04.1 If a candidate for a position grieves a decision not to appoint them to that position, or the union grieves or queries an appointment, the employer shall provide the union with the name of the appointee, a copy of their curriculum vitae, copy of their application, and any other non-confidential information that was the basis of the appointment. Such information shall include the individual's priority pool status, right of first refusal, if any, and visa student status, where applicable. The Employer will respond to the query within ten calendar days of the receipt of the query.</p> <p>12.05 RIGHT OF FIRST REFUSAL</p> <p>(i) Employees who are in the Priority Pool and who, as Ph.D. students, held a teaching assistantship appointment in the previous academic year, and who apply to the hiring unit in which they have most recently held an assistantship, shall, per (ii) below, have the right of first refusal for the position in the course which they have most recently held, provided that position is posted in the bargaining unit. Where the position is not posted in the bargaining unit, they shall have first consideration for other positions for which they are qualified in that hiring unit.</p> <p>(ii) Eligible Priority Pool members, per (i)</p>
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	<p>or queries an appointment, the employer shall provide the union with the name of the appointee, a copy of their curriculum vitae, copy of their application, and any other non-confidential information that was the basis of the appointment. Such information shall include the individual's priority pool status, right of first refusal, if any, and visa student status, where applicable. The Employer will respond to the query within ten calendar days of the receipt of the query.</p> <p>12.05 RIGHT OF FIRST REFUSAL</p> <p>(i) Employees who are in the Priority Pool and who, as Ph.D. students, held a teaching assistantship appointment in the previous academic year, and who apply to the hiring unit in which they have most recently held an assistantship, shall, per (ii) below, have the right of first refusal for the position in the course which they have most recently held, provided that position is posted in the bargaining unit. Where the position is not posted in the bargaining unit, they shall have first consideration for other positions for which they are qualified in that hiring unit.</p> <p>(ii) Eligible Priority Pool members, per (i) above shall be entitled to exercise this right of first refusal three times. An employee exercises this right either by keeping the position last held or by declining it. When the position is not posted in the bargaining unit and an alternative position is found for the employee per</p>		<p>other positions for which they are qualified in that hiring unit.</p> <p>(ii) Eligible Priority Pool members, per (i) above shall be entitled to exercise this right of first refusal three times. An employee exercises this right either by keeping the position last held or by declining it. When the position is not posted in the bargaining unit and an alternative position is found for the employee per (i) above, the employee is not considered to have exercised the right of first refusal. It is understood that the alternative position is now the position to which the right of first refusal applies if it is offered again and if the employee has not already exercised this right three times.</p> <p>NOTE: It is understood that the right of first refusal may be exercised over one full teaching assistantship, or equivalent, in any twelve-month period from May through April. If more than one full teaching assistantship is held in that period, then the right of first refusal applies to the first full teaching assistantship. If less than one full teaching assistantship is held, then the right of first refusal applies to the first two half teaching assistantships.</p> <p>(iii) The right of first refusal does not apply to course director positions.</p> <p>12.06 NOTIFICATION OF APPLICANTS FOR POSITIONS</p> <p>For appointment processes commencing subsequent to November 1, 2021, each hiring unit shall post its hiring decisions, electronically in a location accessible to employees and the union, the names of the persons offered/appointed to positions. Where practicable, this information will be posted at least four weeks before the commencement of classes. For summer</p>	<p>above shall be entitled to exercise this right of first refusal three times. An employee exercises this right either by keeping the position last held or by declining it. When the position is not posted in the bargaining unit and an alternative position is found for the employee per (i) above, the employee is not considered to have exercised the right of first refusal. It is understood that the alternative position is now the position to which the right of first refusal applies if it is offered again and if the employee has not already exercised this right three times.</p> <p>NOTE: It is understood that the right of first refusal may be exercised over one full teaching assistantship, or equivalent, in any twelve-month period from May through April. If more than one full teaching assistantship is held in that period, then the right of first refusal applies to the first full teaching assistantship. If less than one full teaching assistantship is held, then the right of first refusal applies to the first two half teaching assistantships.</p> <p>(iii) The right of first refusal does not apply to course director positions.</p> <p>12.06 NOTIFICATION OF APPLICANTS FOR POSITIONS</p> <p>For appointment processes commencing subsequent to November 1, 2021, each hiring unit shall post its hiring decisions, electronically in a location accessible to employees and the union, the names of the persons offered/appointed to positions. Where practicable, this information will be posted at least four weeks before the commencement of classes. For summer positions such electronically posted. Notice will indicate which positions, if any, fulfill the employer's priority pool obligations.</p>
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	<p>(i) above, the employee is not considered to have exercised the right of first refusal. It is understood that the alternative position is now the position to which the right of first refusal applies if it is offered again and if the employee has not already exercised this right three times.</p> <p>NOTE: It is understood that the right of first refusal may be exercised over one full teaching assistantship, or equivalent, in any twelve-month period from May through April. If more than one full teaching assistantship is held in that period, then the right of first refusal applies to the first full teaching assistantship. If less than one full teaching assistantship is held, then the right of first refusal applies to the first two half teaching assistantships.</p> <p>(iii) The right of first refusal does not apply to course director positions.</p> <p>12.06 NOTIFICATION OF APPLICANTS FOR POSITIONS</p> <p>For appointment processes commencing subsequent to November 1, 2021, each hiring unit shall post its hiring decisions, electronically in a location accessible to employees and the union, the names of the persons offered/appointed to positions. Where practicable, this information will be posted at least four weeks before the commencement of classes. For summer positions such electronically posted Notice will indicate which positions, if any, fulfil the employer's</p>		<p>positions such electronically posted. Notice will indicate which positions, if any, fulfil the employer's priority pool obligations.</p> <p>12.07 WRITTEN OFFER OF APPOINTMENT</p> <p>12.07.1 Appointments shall be made in writing by a letter or letters, similar to the "Offer of Appointment" form contained in Appendix B. The employer shall send the appointee two copies of the "Offer of Appointment." If the appointee accepts the offer, one copy shall be signed and returned they shall sign and return it to the hiring unit, and the other will be retained by the appointee. A Revenue Canada TD1 form shall be included with the first "Offer of Appointment" sent to an employee for each academic session.</p> <p>12.07.2 (i) When practicable, offers of appointment for the Fall/Winter session will be issued by July 7, including ticketed course directorships.</p> <p>(ii) When practicable, offers of appointment for the Winter session will be made by December 1, including ticketed course directorships.</p> <p>(iii) When practicable, offers of appointment for the Summer Session will be made by April 1, including ticketed course directorships.</p> <p>12.07.3 CANCELLATION OF APPOINTMENTS</p> <p>When a position which has been offered in writing is cancelled for reasons of insufficient enrolment in the course in question, and no assistantship of equivalent monetary value is found for the</p>	<p>12.07 WRITTEN OFFER OF APPOINTMENT</p> <p>12.07.1 Appointments shall be made in writing by a letter or letters, similar to the "Offer of Appointment" form contained in Appendix B. The employer shall send the appointee two copies of the "Offer of Appointment." If the appointee accepts the offer, one copy shall be signed and returned they shall sign and return it to the hiring unit, and the other will be retained by the appointee. A Revenue Canada TD1 form shall be included with the first "Offer of Appointment" sent to an employee for each academic session.</p> <p>12.07.2 (i) When practicable, offers of appointment for the Fall/Winter session will be issued by July 7, including ticketed course directorships.</p> <p>(ii) When practicable, offers of appointment for the Winter session will be made by December 1, including ticketed course directorships.</p> <p>(iii) When practicable, offers of appointment for the Summer Session will be made by April 1, including ticketed course directorships.</p> <p><u>12.07.3 Candidates must confirm their acceptance of an offer of appointment within fourteen calendar days, at which time the offer will expire. No candidate who allows an offer of appointment to expire will be precluded from being considered for another appointment.</u></p> <p style="text-align: center;">APPENDIX B TEACHING ASSISTANTSHIP – OFFER OF APPOINTMENT YORK UNIVERSITY</p>
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	<p>priority pool obligations.</p> <p>12.07 WRITTEN OFFER OF APPOINTMENT</p> <p>12.07.1 Appointments shall be made in writing by a letter or letters similar to the "Offer of Appointment" form contained in Appendix B. The employer shall send the appointee two copies of the "Offer of Appointment." If the appointee accepts the offer, one copy shall be signed and returned to the hiring unit, and the other will be retained by the appointee. A Revenue Canada TD1 form shall be included with the first "Offer of Appointment" sent to an employee for each academic session.</p> <p>12.07.2 (i) When practicable, offers of appointment for the Fall/Winter session will be issued by July 7, including ticketed course directorships.</p> <p>(ii) When practicable, offers of appointment for the Winter session will be made by December 1, including ticketed course directorships.</p> <p>(iii) When practicable, offers of appointment for the Summer Session will be made by April 1, including ticketed course directorships.</p> <p>12.07.3 CANCELLATION OF APPOINTMENTS</p> <p>When a position which has been offered in writing is cancelled for</p>		<p>employee, they shall receive one- eighth of the salary for the position as severance pay. When a position which has been offered in writing is cancelled for any other reason, and no assistantship of equivalent monetary value is found for the employee, they shall receive two-fifths of the salary for the position as severance pay. Where the cancelled appointment had been allocated under the priority pool provisions of this agreement, an assistantship of equivalent monetary value shall be found for the employee.</p> <p style="text-align: center;">APPENDIX B TEACHING ASSISTANTSHIP – OFFER OF APPOINTMENT YORK UNIVERSITY</p> <p>Dear _____</p> <p>Date: _____</p> <p>On behalf of the Dean, I am pleased to offer you an appointment as teaching assistant as outlined below, in:</p> <p>Hiring Unit _____ Faculty _____</p> <p>1. Position Title _____ *No. of Assignments/Hours _____</p> <p><i>Article 10.04</i> Course _____ Meeting Time(s) _____ <i>Calendar Listing</i></p> <p>Session _____</p> <p>Base Total _____ **Supplement _____</p> <p>Vacation Pay _____ **Grant in Aid _____</p> <p>2. Position Title _____ *No. of Assignments/Hours _____</p> <p><i>Article 10.04</i> Course _____ Meeting Time(s) _____ <i>Calendar Listing</i></p> <p>Session _____</p>	<p>Dear _____</p> <p>Date: _____</p> <p>On behalf of the Dean, I am pleased to offer you an appointment as teaching assistant as outlined below, in:</p> <p>Hiring Unit _____ Faculty _____</p> <p>1. Position Title _____ *No. of Assignments/Hours _____</p> <p><i>Article 10.04</i> Course _____ Meeting Time(s) _____ <i>Calendar Listing</i></p> <p>Session _____</p> <p>Base Total _____ **Supplement _____</p> <p>Vacation Pay _____ **Grant in Aid _____</p> <p>2. Position Title _____ *No. of Assignments/Hours _____</p> <p><i>Article 10.04</i> Course _____ Meeting Time(s) _____ <i>Calendar Listing</i></p> <p>Session _____</p>
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	<p>reasons of insufficient enrolment in the course in question, and no assistantship of equivalent monetary value is found for the employee, they shall receive one-eighth of the salary for the position as severance pay. When a position which has been offered in writing is cancelled for any other reason, and no assistantship of equivalent monetary value is found for the employee, they shall receive two-fifths of the salary for the position as severance pay. Where the cancelled appointment had been allocated under the priority pool provisions of this agreement, an assistantship of equivalent monetary value shall be found for the employee.</p> <p>12.08.1 Where an individual has submitted a first petition to the Dean of Graduate Studies through the Graduate Program Director (and copied directly to the Dean) to retain full-time status at least three months prior to the commencement of any academic session and they are offered an appointment in that session and the petition is not decided prior to the commencement of the appointment, they shall retain the appointment.</p> <p>12.08.2 Where a full-time graduate student holds a teaching assistantship and loses their full-time status after the commencement of their appointment and retains their position, they shall retain that position in Unit 1 for the duration of the appointment.</p>	<p>Base Total _____ **Supplement _____</p> <p>Vacation Pay _____ **Grant in Aid _____</p> <p>2. Position Title _____ *No. of Assignments/Hours _____</p> <p>Article 10.04 Course _____ Meeting Time(s) _____ <i>Calendar Listing</i></p> <p>Session _____</p> <p>Base Total _____ **Supplement _____</p> <p>Vacation Pay _____ **Grant in Aid _____</p> <p>It should be understood that this offer in total _____ consists _____ of _____ full teaching assistantship(s)*</p> <p>Total Value of All Contracts: _____</p> <p>.</p> <p>*The general terms and conditions of your appointment, including salary and provision for cancellation of appointments, are as set out in the current collective agreement between York University and the Canadian Union of Public Employees, Local 3903. In particular please read Article 10.02.1 for elaboration on your teaching assistantship and hours of work.</p> <p>**Please confirm the accuracy of these Supplemental and Grant-In-Aid figures by</p>	<p>Base Total _____ **Supplement _____</p> <p>Vacation Pay _____ **Grant in Aid _____</p> <p>It should be understood that this offer in total _____ consists _____ of _____ full teaching assistantship(s)*</p> <p>Total Value of All Contracts: _____</p> <p>.</p> <p>*The general terms and conditions of your appointment, including salary and provision for cancellation of appointments, are as set out in the current collective agreement between York University and the Canadian Union of Public Employees, Local 3903. In particular please read Article 10.02.1 for elaboration on your teaching assistantship and hours of work.</p> <p>**Please confirm the accuracy of these Supplemental and Grant-In-Aid figures by referring to the attached memorandum, REMUNERATION FOR TEACHING ASSISTANTS.</p> <p>If you accept this offer of appointment, please complete, sign, and promptly return the attached copy of this form to me <u>within fourteen calendar days, at which time the offer will expire.</u> (Any delay in responding may delay your first salary payment.)</p> <p>Yours _____ Sincerely, _____ Chairperson</p> <p>THIS OFFER IS CONDITIONAL ON FACULTY OF GRADUATE STUDIES APPROVAL AND THE APPOINTEE'S</p>
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	<p>12.09 APPOINTMENT DATES</p> <p>The appointment dates for contracts in the fall/winter session shall normally be 1 September to 30 April. Where an employee is required to work after the formal termination date, the employee shall receive individual notice of this work requirement as soon as possible and not later than 15 March. In the event of grade appeals or academic dishonesty cases, such notice is not required. Such work on grade appeals or academic dishonesty shall be compensated at the Overwork Rate. Such individual notice shall detail the specific duties to be performed and their expected date of completion. Where an employee is required to work after the formal termination date, the period of such work shall not be unreasonably extended.</p> <p>12.10 PROFESSIONAL PERFORMANCE AND SERVICE FILE</p> <p>(i) A professional performance and service file shall be kept for an employee in each hiring unit where they have an appointment.</p> <p>(ii) Only material from this file shall be used as the basis for hiring decisions respecting competence and ability per Article 12.02.1. This file shall contain only materials relevant to the issue of competence and ability, and/or the employee's professional performance, and shall include, if available, a current curriculum vitae,</p>	<p>referring to the attached memorandum, REMUNERATION FOR TEACHING ASSISTANTS.</p> <p>If you accept this offer of appointment, please complete, sign, and promptly return the attached copy of this form to me. (Any delay in responding may delay your first salary payment.)</p> <p>Yours Sincerely, _____ Chairperson</p> <p>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.</p> <p>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.</p> <p>Name _____ _____ Telephone _____</p> <p>surname _____ given _____ name _____ Address _____ Postal Code _____</p>	<p>RETENTION OF FULL-TIME GRADUATE STUDENT STATUS AFTER REGISTERING FOR THE SEMESTER IN WHICH THE CONTRACT IS OFFERED.</p> <p>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.</p> <p>Name _____ _____ Telephone _____</p> <p>surname _____ given _____ name _____ Address _____ Postal Code _____</p> <p>Emergency Contact _____ _____ name _____ relations _____ hip _____ telephone _____ e (home & bus.) _____</p> <p>Social Insurance Number _____ Sex ____ Date of Birth _____ mm dd yy</p>
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	<p>a current application form, previous Personnel Action Forms, Offer of Appointment forms, evaluations generated under Article 13, and relevant documents generated under Article 8. Where any relevant materials other than those herein identified are added to the file they shall be date stamped, and the employee shall be notified of their inclusion within fourteen (14) days of that date. If such additional material does not lead to discipline under Article 8 or formal evaluation per Article 13, then, after two years of its inclusion in the file, exclusive of leaves, it shall be returned to the employee by registered mail. If it cannot be delivered, upon return to the employer it shall be destroyed. With the exception of student evaluations or summaries of student evaluations, no anonymous material shall be included in the file.</p> <p>(iii) An employee, upon written notice to the hiring unit, shall be entitled to add any material relevant to professional performance, achievement or progress to their professional performance and service file.</p> <p>(iv) Upon reasonable notice in writing to the Chair, an employee and/or their authorized representative shall be able to inspect the contents of the file, and add, if the employee so wishes, any relevant comments. The file shall be available to the employer only to provide a source of information in reaching decisions on hiring in accordance with Articles 8,</p>		<p>Emergency Contact</p> <p>_____</p> <p>_____ name relations</p> <p>hip _____ telepho</p> <p>ne (home & bus.) _____</p> <p>Social Insurance Number _____</p> <p>Sex ____ Date of Birth _____</p> <p>mm dd yy _____</p> <p>Bank (Name, Branch & Address)</p> <p>_____</p> <p>Account # _____</p> <p>Country of Birth _____ Curr</p> <p>ent Citizenship _____</p> <p>Work Visa Expiry Date _____</p> <p>Check one from "a" or "b":</p> <p>(a) ____ I accept the appointment(s) as offered.</p> <p>(b) ____ I accept the appointment(s) offered subject to the changes set out below.</p> <p>Check "c" if applicable</p> <p>(c) ____ I have read the attached notice re: salary supplements and grant- in-aid and I would like to bank the summer portion of the salary supplement and</p>	<p>Bank (Name, Branch & Address)</p> <p>_____</p> <p>Account # _____</p> <p>Country of Birth _____ Curr</p> <p>ent Citizenship _____</p> <p>Work Visa Expiry Date _____</p> <p>Check one from "a" or "b":</p> <p>(a) ____ I accept the appointment(s) as offered.</p> <p>(b) ____ I accept the appointment(s) offered subject to the changes set out below.</p> <p>Check "c" if applicable</p> <p>(c) ____ I have read the attached notice re: salary supplements and grant- in-aid and I would like to bank the summer portion of the salary supplement and grant-in-aid and receive it in the subsequent fall/ winter academic session.</p> <p>1. Position Title _____</p> <p>No. of Assignments/Hours _____</p> <p>Per offer of appointment _____</p> <p>Course _____</p> <p>Session _____</p> <p>Per offer of appointment _____</p>
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				<p>information and accept the terms of appointment as stated.</p> <p>Applicant's Signature _____</p> <p>_____</p> <p>PLEASE NOTE: FOR FALL/WINTER OFFERS OF APPOINTMENT, INDIVIDUALS WHO DO NOT RETURN THIS SIGNED-BACK LETTER OF OFFER BY SEPTEMBER 3 FOR PAYROLL PROCESSING MAY NOT BE PAID UNTIL THE OCTOBER 25 PAY DATE.</p> <p>If you are a person with a disability and wish to discuss workplace accommodation please contact the University's Employee Well Being Office: (http://www.yorku.ca/hr/units/employee-relations/ewb.html) https://thecentre.yorku.ca/resource/health-safety-well-being/ Revised February, 2000 Revised April, 2012</p>	<p>Well Being Office: (http://www.yorku.ca/hr/units/employee-relations/ewb.html) https://thecentre.yorku.ca/resource/health-safety-well-being/ Revised February, 2000 Revised April, 2012</p>
60.	<p>UNIT 1</p> <p>12.08 [retention of appointment with loss of full-time status]</p>	<p>12.08.1 Where an individual has submitted a first petition to the Dean of Graduate Studies through the Graduate Program Director (and copied directly to the Dean) to retain full-time status at least three months prior to the commencement of any academic session and they are offered an appointment in that session and the petition is not decided prior to the commencement of the appointment, they shall retain the appointment.</p> <p>12.08.2 Where a full-time graduate student holds a teaching assistantship and loses their full-time status after the commencement of</p>	[clarifies retention of appointment when full-time status is lost; addresses CUPE policy grievance of 1 April 2022]		<p>This is a comprehensive package proposal. Agreement to any one item is subject to agreement to all items with respect to Article 12.08 and the CUPE 3903 Unit 1 April 20, 2022 Policy Grievance set out below 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.</p> <p>1. Revised Article 12.08 language:</p> <p>12.08.1 Where an individual has submitted a first petition to the Dean of Graduate Studies through the Graduate Program Director (and copied directly to the Dean) <u>following the appropriate Faculty of Graduate Studies procedure and</u></p>

		their appointment and retains their position, they shall retain that position in Unit 1 for the duration of the appointment.			<p>deadlines to retain full-time status at least three months prior to the commencement of any academic session and they are offered an appointment in that session and the petition is not decided prior to the commencement of the appointment, they shall retain the appointment.</p> <p>12.08.2 Subject to 12.08.3, Wwhere a full-time graduate student holds a teaching assistantship and loses their full-time status, <u>i.e., fails to maintain continuous registration as a full-time student or successfully petitions for academic leave</u> after the commencement of their appointment and retains their position, they shall retain that position in Unit 1 for the duration of the appointment.</p> <p><u>12.08.3 If the reason for the loss of full-time status is incompatible with the employee performing the duties of the teaching assistantship, then the employee shall be placed on an applicable Collective Agreement leave(s) during the teaching assistantship.</u></p> <p style="text-align: center;">2. April 20, 2022 Policy Grievance</p> <p>The union will withdraw the CUPE 3903 Unit 1 policy grievance of April 20, 2022 regarding Article 12.08.</p>
61.	UNIT 2 ART 12 APPOI NTMEN TS	ARTICLE 12 — APPOINTMENTS 12.02.2 The Employer will provide the applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive CUPE 3903 applications. If the application is delivered by the applicant, the receipt will be returned	ER: Electronic delivery of receipt of application & offers of appointment	[October 11, 2023] 12.02.2 The Employer will provide the applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive CUPE 3903 applications. # <u>When</u> the application is delivered by the applicant, <u>an electronic</u> the receipt will be returned	[August 17, 2023] ARTICLE 12 – APPOINTMENTS 12.02.2 The Employer will provide the applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive

		<p>immediately and by hand to the applicant. If the application is delivered by mail, the receipt will be returned by mail to the applicant's home address provided the applicant supplies the hiring unit with a self-addressed, stamped envelope.</p> <p>12.13.1 Appointments shall be made in writing by a letter or letters similar to the "Offer of Appointment" form contained in Appendix B. The employer shall send the appointee two copies of the "Offer of Appointment." If the appointee accepts the offer, one copy shall be signed and returned to the hiring unit, and the other will be retained by the appointee. A Revenue Canada TD form shall be included with the first "Offer of Appointment" sent to an employee for each academic session.</p>		<p>immediately and by hand to the applicant. <u>Applicants delivering an application in person will immediately receive, upon the applicant's request, a dated receipt by hand.</u> If the application is delivered by mail, the receipt will be returned by mail to the applicant's home address provided the applicant supplies the hiring unit with a self-addressed, stamped envelope.</p> <p>12.13.1 Appointments shall be made in writing by a letter or letters, similar to the "Offer of Appointment" form contained in Appendix B. The employer shall send the appointee two copies of the "Offer of Appointment." If the appointee accepts the offer, one copy shall be signed and returned <u>they shall sign and return it</u> to the hiring unit, and the other will be retained by the appointee. A Revenue Canada TD1 form shall be included with the first "Offer of Appointment" sent to an employee for each academic session.</p>	<p>CUPE 3903 applications. If the application is delivered by the applicant, the receipt will be returned immediately and <u>by hand or electronically</u> to the applicant. If the application is delivered by mail, the receipt will be returned by mail to the applicant's home address provided the applicant supplies the hiring unit with a self-addressed, stamped envelope.</p> <p>12.13.1 Appointments shall be made in writing by a letter or letters, similar to the "Offer of Appointment" form contained in Appendix B. The employer shall send the appointee two copies of the "Offer of Appointment." If the appointee accepts the offer, one copy shall be signed and returned <u>they shall sign and return it</u> to the hiring unit, and the other will be retained by the appointee. A Revenue Canada TD1 form shall be included with the first "Offer of Appointment" sent to an employee for each academic session.</p>
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