The following proposal at Article 4 is applicable to the Units 1, 2 & 3 collective agreements and will form part of the Employer’s Schedule “C” which states:

**Schedule “C” to Memorandum of Settlement for A Renewal Collective Agreement**

**Other Proposals**

Agreement to all proposals in this Comprehensive Framework, including Schedules “A” and “B”, is subject to agreement to all items that **will be** contained in Schedule “C”.

**ARTICLE 4 – DISCRIMINATION AND HARASSMENT**

* 1. 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 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.

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.

## The Employer will provide reasonable accommodations as required for persons with disabilities. Proposed Accommodated 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, restrictions and/or limitations to the employee’s performance of the essential duties of their position.

* 1. HARASSMENT

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.

* 1. SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT
		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:
			1. to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion;
			2. to co-operate with Centre for Human Rights, Equity and Inclusion in the development of educational programs for CUPE 3903 members and contract administrators;
			3. to follow the procedures set forth in Article 4.03.4 respecting the separation of parties to a sexual and/or gender harassment dispute.

 The employer further agrees:

1. to continue to sponsor educational programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community.
2. 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
3. to discipline, where appropriate, an employee-harasser respondent pursuant to the provisions of Article 8.
	* 1. Sexual Harassment shall be defined as:
			+ 1. 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
				2. clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
				3. 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
				4. sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work and/or study.
		2. 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.
		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 <https://www.yorku.ca/secretariat/policies/policies/human-rights-policy-and-procedures/>, subject to the provisions of the Collective Agreement.

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.

Decisions with respect to any remediation shall not be grievable except:

1. the complainant-employee, may grieve a decision not to separate the parties;
2. 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.

4.03.5 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the decision by the employee.

* + 1. Separation of Complainant and Alleged Harasser Respondent

The parties agree that some circumstances involving allegations of discrimination or harassment warrant separation of the complainant and alleged harasser respondent.:

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.

Decisions with respect to any remediation shall not be grievable except:

* + - 1. the complainant-employee, may grieve a decision not to separate the parties;
			2. the complainant-employee, whether complainant or respondent, 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.
		1. Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the Employer’s decision by the employee.
		2. When the Employer receives a complaint 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). the Employer will respond to the complaint in a manner consistent with the Procedures, subject to the provisions of the Collective Agreement.

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.

4.03.7 Separation of Complainant and Alleged Harasser

The parties agree that some circumstances involving allegations of discrimination or harassment warrant separation of the complainant and alleged harasser:

* + 1. 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 Should the complaint lead to an investigation, the investigation will proceed under the University’s Procedures and the investigator will be appointed 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. from a list of internal investigators agreed to by the Employer and the Union.
		2. Informal Resolution

If the grievor complainant requests an informal resolution the following steps will be taken:

1. 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.
2. At any point in the process, the grievor either party may withdraw from the informal resolution process request mediation or a formal investigation.
	* 1. Mediation

If the grievor complainant requests or agrees to mediation, the following steps will be taken:

1. The Employer will ascertain if the respondent would be willing to participate in a mediation process.
2. 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.
3. The parties to any such mediation will include the grievor complainant and the respondent, representatives of the union(s) of which each of the grievor complainant and the respondent are members, and representatives of the Employer.
4. The outcome of the mediation will result in one of the following:
	1. No resolution is reached and the grievor complainant decides to withdraw the grievancecomplaint and take no further action.
	2. 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.
	3. No resolution is reached and the grievor complainant requests that the matter proceed to the Formal Complaint and Investigation stage.
		1. Complaint Grievance Response and Redress

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 grievor complainant and respondent to indicate with:

* + - 1. Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
			2. What redress shall be awarded or continued.
		1. Reprisal

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.

* + 1. Grievance Rights as per Article 6

Except as expressly limited in Article 4.03 above, Article 4.03 is not intended to extinguish the right to grieve as per Article 6 of the Collective Agreement.

* 1. RACIAL AND ETHNIC HARASSMENT
		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.

 In keeping with this objective, the parties agree:

1. to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion.
2. 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;
3. to follow the procedures set forth in this article respecting the resolution of a racial/ethnic harassment dispute.

The employer further agrees:

1. to initiate and support educational and research programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community; and
2. to discipline, where appropriate, an employee-harasser respondent pursuant to the provisions of Article 8.
	* 1. Racial/ethnic harassment shall be defined as:
			1. offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or
			2. offensive physical gestures or abuse; and/or
			3. consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
			4. continued differential treatment in the assignment of duties or responsibilities (subject to Article \*12.01.7); and/or
			5. 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.
		2. 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 <https://www.yorku.ca/secretariat/policies/policies/human-rights-policy-and-procedures/>, subject to the provisions of the Collective Agreement.

 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.

4.04.4 Decisions with respect to any remediation shall not be grievable except:

1. the complainant-employee may grieve a decision not to separate the parties;
2. 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.
	* 1. Separation of Complainant and Alleged HarasserRespondent

The parties agree that some circumstances involving allegations of discrimination or harassment shall warrant separation of the complainant and alleged harasser respondent.

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.

* + 1. Decisions with respect to any remediation shall not be grievable except:
			1. the complainant-employee may grieve a decision not to separate the parties;
			2. the complainant-employee, whether complainant or respondent 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.
		2. Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the Employer’s decision by the employee.
		3. When the Employer receives a complaint grievance is filed as per Article 4.04.3 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). the Employer will respond to the complaint in a manner consistent with the Procedures, subject to the provisions of the Collective Agreement

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.

* + 1. Separation of Complainant and Alleged Harasser

The parties agree that some circumstances involving allegations of discrimination or harassment shall warrant separation of the complainant and alleged harasser.

* + 1. 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 Should the complaint lead to an investigation, the investigation will proceed under the University’s Procedures and the investigator will be appointed 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. from a list of internal investigators agreed to by the Employer and the Union.
		2. Informal Resolution

If the grievor complainant requests an informal resolution the following steps will be taken:

1. 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.
2. At any point in the process, the grievor either party may withdraw from the informal resolution process ~~request mediation or a formal investigation~~.
	* 1. Mediation

If the grievor complainant requests or agrees to mediation, the following steps will be taken:

1. The Employer will ascertain if the respondent would be willing to participate in a mediation process.
2. 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.
3. The parties to any such mediation will include the grievor complainant and the respondent, representatives of the union(s) of which each of the grievor complainant and the respondent are members, and representatives of the Employer.
4. The outcome of the mediation will result in one of the following:
	1. No resolution is reached and the grievor complainant decides to withdraw the grievancecomplaint and take no further action.
	2. 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.
	3. No resolution is reached and the grievor complainant requests that the matter proceed to the Formal Investigation stage.
		1. Complaint Grievance Response and Redress

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 grievor complainant and respondent to indicate with:

* + - 1. Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
			2. What redress shall be awarded or continued.
		1. Reprisal

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.

* + 1. Grievance Rights as per Article 6

Except as expressly limited in Article 4.04 above, Article 4.04 is not intended to extinguish the right to grieve as per Article 6 of the Collective Agreement.

* 1. UNION MEMBERSHIP AND DUES
		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.
		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.
		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.
	2. PRINTING AGREEMENT
		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 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.
		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.

Where there is any disagreement as to the interpretation of this agreement, the English version shall be binding.

*Note: The employer has proposed a revision to Appendix E – Offer of Appointment so that embedded in the offer of appointment is a link to the collective agreement.*