

Appendix 1 to Schedule B

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

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

ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES

5.0.3.4 Use and Reporting of Data – New Employer Counterproposal – February 21, 2024

(2) The Employer will annually report on equity data as follows:

(a) By December 1 each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-identification Representation Data broken down by department and faculty for the most recent consecutive three contract years for which the data is available as of the immediately preceding November 1, per Article 5.03.4(1)(b) and (c)(a)(ii). Internal Self-Representation Data will be provided for individual academic units with 10 or more contract faculty members over the reporting period. For academic units with fewer than 10 contract faculty over the reporting period, the University will provide confirmation of whether that unit is below or has met the equity goal of fair representation for Equity Groups. Subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, for academic units with fewer than 10 contract faculty over the reporting period, Self-Representation Data will be provided for the Faculty as a whole, which serves as the basis for determining underrepresentation in these units per Article ~~5.04.4~~ 5.03.5 (b) below.

(b) By December 1 of each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-Representation data including intersectionality totals of up to two Equity Groups correlated with information including number of positions held, position type, and salaries (by dollar range) available as of the immediately preceding November 1, per Article 5.03.1(d).

(c) Internal Self-identification Representation Data, as defined at Article 5.03.4(1)(b) and (c), will show the total number of employees who completed a self-identification survey or applicant self-identification form, as well as the total number of employees in the bargaining unit. For the purposes of the collective agreement, Representation will be determined using the number of employees who have completed a self-identification survey or applicant self-identification form.

5.03.5 Underrepresentation

(a) Representation Thresholds

Unless otherwise agreed upon and, in order not to interfere with the Employer's FCP obligations, where the representation percentages are not lower than those for the FCP Equity Groups in the External Availability Data for Canada as a whole, underrepresentation shall be understood to mean fewer a lower

percentage of employees who identify as belonging to one or more of the Employment Equity Groups than is accounted for by the External Availability Data for Toronto, and the External Availability Data for Canada as a whole, whichever is higher. Since there is no External Availability Data for persons with disabilities, the parties will refer to the Statistics Canada Employment Equity Occupational Group 'Professionals' data for persons with disabilities.

Informed by this understanding of underrepresentation, the representation thresholds for the FCP Equity Groups current as of March 1, 2021 are as follows:

Women:	56.4%
Racialized:	52.2%
Indigenous:	1.8%

Persons with Disabilities: 8.9% *as of November 2023

~~Representation data for persons with disabilities is not available either for Toronto or nationally.~~

(b) Determination of Underrepresentation in Academic Units with Few Contract Faculty

Where the number of contract faculty teaching in an academic unit render the Internal Self-Identification Representation Data for the academic unit unavailable, subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, the Internal Self-Identification Representation Data for the Faculty as a whole will be used to determine the representation thresholds for the academic unit. Fewer than 10 contract faculty in an academic unit over the 3-year reporting period will be considered too few to make Internal Self-Identification Representation Data available for the academic unit.

Letter of Understanding – Representation Thresholds – New Employer Counterproposal – February 21, 2024

In the event that Statistics Canada releases External Availability Data during the life of the collective agreement, the Employer will provide such data to the Employment Equity Committee at its first meeting after the release of such data by Statistics Canada. ~~and~~ The parties will rely on the updated External Availability Data for ~~it will form the basis of~~ the representation thresholds set out in Article 5.03.5 for subsequent appointment exercises. For clarity, the EEC may have regard to the updated External Availability Data as it determines appropriate to fulfilling its mandate in Article 5.03.1.

ARTICLE 6 – GRIEVANCE PROCEDURE – New Employer Counter Proposal – March 07, 2024

- 6.01 (i) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement. In the conduct of grievances, the employer parties shall act reasonably, non-discriminatorily and in good faith.
- (ii) A grievance shall be received within twenty-eight ~~fourteen~~ calendar days after the ~~grieving party(ies)~~ employee(s), or in the case of a policy grievance or union grievance as defined below, the union, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.

(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~~ **fourteen** calendar days of the date of the employer's response to the query, provided that the query is initiated within **twenty-eight** ~~fourteen~~ calendar days after the date of the "Notice of Recommended Appointment." The Employer will respond to the query within ten calendar days of the receipt of the query.

6.02 The employer acknowledges the rights and duties of the union officers and stewards to assist employees in preparing and presenting a grievance. ~~The union may form a Grievance Committee for this purpose.~~

6.03 **INFORMAL RESOLUTION STEP ONE:** If an employee believes they may have a grievance, they may first ~~submit a grievance to and discuss the matter with their Chair or equivalent, accompanied by their steward or Union representative if they so wish. The Chair shall give their reply in writing within ten calendar days of receiving the grievance.~~ their immediate supervisor, accompanied by their steward if they so wish. The supervisor shall give their reply **in writing** within five calendar days.

6.04 ~~STEP ONE TWO:~~ If the grievance **matter** is not resolved **through informal resolution** at Step One, ~~or where Step One is not exercised,~~ it shall be set forth in writing **as a grievance**, be signed by the grievor and a union representative and given to their Chair or equivalent within fourteen calendar days. At this point, the written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Chair or equivalent shall convene a meeting to discuss the grievance within ten calendar days of the receipt of the grievance and shall give their reply, in writing, within ten calendar days of that meeting.

6.05 STEP ~~TWO THREE:~~ If the grievance is not resolved at Step ~~One Two,~~ **the Grievance Committee shall submit the grievance to the Dean of the faculty in question within seventeen calendar days of the date of the Step Two reply.** the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate **within seventeen calendar days of the date of the Step One reply.** The 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 twenty-one** calendar days after that meeting.

~~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.~~

~~6.04 STEP TWO: Subject to the timeline of Article 6.03(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 6.03(ii). It~~

~~The grievance shall be set forth in writing, be signed by the grievor and a union representative and submitted to the Dean or designate and the Director, Faculty Relations or designate. The written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Dean or designate shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance, and a response to the grievance will be submitted in writing within twenty-one calendar days of that meeting.~~

- 6.06 If the grievance is not settled at ~~Step Four~~ **Step Two**, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the ~~Office of the Executive~~ Director, Faculty Relations ~~or designate~~ within twenty-eight calendar days after receipt of the employer's written reply as required in Step ~~Two Four~~ **Two**. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator ~~or Arbitration Board~~.
- 6.07 Subject to Article ~~6-14~~ **5.13**, the parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If at ~~any Step~~ **Steps Two and Three**, the Employer's representative fails to give their written answer within the required time limit, the union and the employee may file the grievance at the next Step at the expiration of such time limit. If the employee or the Union fails to follow the Grievance Procedure in accordance with the required steps, time limits and conditions the grievance shall be deemed withdrawn.
- 6.08 GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step ~~Two One~~ **Two** if the employees are all employed within a single hiring unit, or at Step ~~Three Two~~ **Two** if employed in different hiring units, ~~subject to the time limits set out in 6.01 above, or at Step Four if employed in different faculties.~~
- 6.09 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.
- 6.10 UNION-~~INITIATED~~ GRIEVANCE: The union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the union, and to seek adjustment with the employer in the manner provided for in this article. Such grievances may be initiated at ~~Step Three~~ **Two**, subject to the time limits set out in 6.01 above.

~~6.10.1 — EMPLOYER-INITIATED GRIEVANCE: Employer grievances alleging that the union has violated the collective agreement shall be initiated at Step Two, subject to the time limits set out in 6.01 above. An Employer-Initiated grievance will be submitted in writing to the Chair of the Union and shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The parties shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance, and the Union's response to the grievance will be submitted in writing within twenty-one calendar days of that meeting.~~

~~6.10.2 — If the Employer-Initiated grievance is not settled at Step Two, it may be taken to Arbitration by a written notice signed by the Director, Faculty Relations and submitted to the Chair of the Union~~

~~within twenty-eight calendar days after receipt of the Union's written reply as required in Step Two. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator.~~

- 6.11 If ~~one-party~~ the union notifies the ~~other~~ employer in writing of an alleged violation of the collective agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Such notification shall include a detailed statement of the matter in dispute and the specific provision(s) or interpretation of the agreement that allegedly have been violated.
- 6.12 The withdrawal of a grievance ~~by either party or~~ at ~~either~~ any Step shall be without prejudice to grievances on similar matters if the ~~party being grieved~~ employer receives written notification of this decision from the ~~grieving-party~~ union. Settlements by the ~~parties~~ Employer of matters ~~at the informal resolution stage or of~~ grievances at Steps One and Two shall not prejudice the position of the employer or the union with respect to other grievances.
- 6.13 Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.
- 6.14 In exceptional circumstances, the union may apply to the ~~Office of the Executive~~ Director, Faculty Relations for expedited processing of a grievance. ~~The Office of the Executive~~ Director, Faculty Relations ~~or designate~~ shall respond to this application within seven calendar days. When it is agreed that circumstances warrant it, the parties can agree to commence the grievance procedure at Step ~~Two~~ ~~Four~~. Time limits set out in Article 6.01 above apply after the union has received the response from the ~~Office of the Executive~~ Director, Faculty Relations.
- 6.15 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.
- 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.
- 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 employment or academic standing for exercising their rights under this article. In no way does this provision relieve the bargaining unit member of any other supervisory duties and responsibilities.
- 6.18 A grievor has the right to attend their grievance hearing at any step after ~~Step One~~ Informal Resolution and not face their supervisor directly in such a hearing.
- 6.19 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.

6.20 Grievances concerning harassment, discrimination, or disability may be initiated at Step ~~Two~~ **Four**.

ARTICLE 7 – ARBITRATION – **New Employer Counter Proposal – Feb 07, 2024**

7.01 ~~If the union so wishes, g~~ Grievances shall be heard by a single Arbitrator ~~or by a three person Arbitration Board. If a single Arbitrator is requested by the union, The union shall, The Party advancing a grievance to arbitration shall~~ in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The ~~employer other Party~~ shall respond within ten working days, either agreeing to the ~~union's~~ proposed single Arbitrator or suggesting alternative Arbitrators. ~~If the employer fails to respond within thirty five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union.~~ If the parties cannot agree on an Arbitrator within thirty days, either party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.

~~7.02 The union's request for a Board of Arbitration shall name that party's appointee to the Board of Arbitration. Upon receipt of the notice, the employer shall, within forty five days, advise the union of the name of its appointee to the Board of Arbitration. If the employer fails to respond within forty five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union.~~

~~7.03 The appointees to the Board of Arbitration shall then meet to decide upon the selection of the Chair of the Board. If the parties cannot agree upon the selection of the Chair within twenty one days, either party may request the Minister of Labour for the Province of Ontario to appoint an impartial third member as Chair.~~

7.02 Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of the ~~Chair or single~~ Arbitrator, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the parties. The parties agree to use University facilities at no cost wherever possible.

7.03 The ~~Board of Arbitration or single~~ Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the parties have expressly agreed, in writing, to give it or their specific authority to do so or to make an award which has such effect.

7.04 Notwithstanding Articles ~~6.08 and 6.14~~ **6.07 and 6.13**, both parties agree that if an Arbitrator determines that the union has shown reasonable cause for a violation of time limits, the Arbitrator may hear the grievance.

7.05 The ~~Arbitration Board or single~~ Arbitrator shall have the authority to fashion a remedy appropriate in the circumstances to resolve the grievance regardless of the form in which the grievance was filed.

7.06 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the ~~Chair of the Board of Arbitration or single~~ Arbitrator to reconvene to clarify the decision, which they shall do within five days.

7.07 Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.

[Unit 1]

There is no Article 7.10 in Unit 3.]

7.08 The parties agree that an ~~Board of Arbitration or single~~ Arbitrator shall have the authority to resolve any matter referred pursuant to Article ~~10.04.2~~ 10.04.4.

[Unit 2]

7.08 The parties agree that an ~~Board of Arbitration or single~~ Arbitrator shall have the authority to resolve any matter referred pursuant to Article 10.04.2.

[Unit 3]

There is no Article 7.08 in Unit 3.

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

*Elements of previous Employer proposal withdrawn.

10.01.3 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, a copy of which will be provided to the ~~CUPE 3903 Equity Officer and the~~ Joint Labour Management Committee.

...

10.02.4 Since the course supervisor is primarily responsible for assigning reasonable duties and responsibilities, allocating sufficient hours, and ensuring that the assigned duties and responsibilities of the assistantship can be completed within the time allocated:

- (i) As soon as possible after the start of the appointment, and, normally, no later than the end of September, the course supervisor shall assign and discuss the duties and responsibilities and the reasonable pacing of the work assigned, ~~including provide to the teaching assistant important course dates (such as assignment due dates and dates of tests and exams) which correspond to centralized administrative deadlines (such as the final date for submitting grades)~~ taking into consideration the normal sessional fluctuation and patterns of work, of the appointment, in as much detail as practicable, with the teaching assistant. This discussion, including the allocation of time for the various duties and responsibilities, shall be confirmed in writing to the teaching assistant by the course supervisor with a copy to the hiring unit Chair and to the union within fourteen (14) calendar days of the meeting. This written confirmation shall hereafter be referred to as the Workload Form.

...

10.04.4 DEFINITIONS

...

New Employer Counter Proposal – January 17, 2024

“TUTOR 3” shall be defined as an individual who marks and grades students’ **submitted** work, and who may perform **duties** related **duties to that marking/grading** such as consultation with students and invigilation, but who is not assigned principal responsibility for the design and/or presentation of a course or for the conduct of tutorial groups **and is not the primary point of contact for students**. Refer to Article 16.05.1, 16.05.2, and 16.05.3 for the triggers for marker/grader assistance.

...

10.12 GRADUATE FINANCIAL ASSISTANCE

Graduate Student Employees Paying International Tuition Fees

Beginning ~~September 1, 2015~~ in the 2022-2023 contract year, all members of the bargaining unit ~~who are visa students~~ shall receive for each term in which they are registered full time and pay **international tuition** fees \$1,194~~\$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.~~ Beginning ~~September 1, 2015~~ in the 2022-2023 contact year **members of the bargaining unit 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 **international tuition** fees \$1424~~\$1295~~ per term. ~~Effective the 2017-18 contract year, this amount will be increased to \$1322, in the 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.~~

Graduate Student Employees Paying Domestic Tuition Fees

Beginning ~~September 1, 2016~~ in the 2022-2023 contract year all other members of the bargaining unit shall receive for each term in which they are registered full-time and pay **domestic tuition** fees \$715~~\$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 and in the 2022-2023 contract year to \$715.~~ Beginning ~~September 1, 2016~~ in the 2022-2023 contract year 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 **domestic tuition** fees \$896~~\$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.~~

Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies shall post the Graduate Financial Assistance monies to a student’s account by no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the

Summer term.

ARTICLE 12 – APPOINTMENTS – ~~– Employer counter – March 07, 2024*~~

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

...

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 **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.~~

...

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.

...

12.03.2 A Ph.D. student whose studies have been impacted by a protected ground under the ~~OHRC~~ **Ontario Human Rights Code** 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.

12.07 WRITTEN OFFER OF APPOINTMENT

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.

- 12.07.2
- (i) When practicable, offers of appointment for the Fall/Winter session will be issued by July 7, including ticketed course directorships.
 - (ii) When practicable, offers of appointment for the Winter session will be made by December 1, including ticketed course directorships.
 - (iii) When practicable, offers of appointment for the Summer Session will be made by April 1, including ticketed course directorships.

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) following the appropriate Faculty of Graduate Studies procedure and 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.

12.08.2 Subject to 12.08.3, ~~where~~ where a full-time graduate student holds a teaching assistantship and loses their full-time status, i.e., fails to maintain continuous registration as a full-time student or successfully petitions for academic leave after the commencement of their appointment and retains their position, they shall retain that position in Unit 1 for the duration of the appointment.

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.

ARTICLE 13 – EVALUATIONS

13.02 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~~.

...

ARTICLE 15 – GENERAL – December 11, 2023

15.01.3 RESOURCES FOR PERSONS WITH DISABILITIES

Persons with disabilities, per the York University's accommodation process Occupational Health and Safety Policy, shall be accommodated, including through and have access to the ~~DOHS funds designated for the purchase of~~ special equipment or required resources identified as a required accommodation to assist employees in the performance of their teaching, demonstrating, tutoring or marking, as appropriate, on the same basis as other York University employees. ~~The Office of the Disabilities Co-ordination Manager will act as a liaison between the Employer and the employee with disabilities on these issues.~~

15.10 ~~DISABILITY/ILLNESS/INJURY LEAVE~~ CODE BASED EXTENSION REQUESTS

A full-time graduate student whose studies have been impacted by a protected ground under the Ontario Human Rights Code ("OHRC") for which they require accommodation 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~~ **Student Accessibility Services** to discuss the petition. If the Dean decides not to grant such a petition, they shall state the reasons for their decision in writing, including the basis upon which they decided that the effect of the illness, injury and/or disability or disabilities upon the progress of the student's work was not sufficient to grant the petition, to the individual with a copy to the union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status.

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.

- 15.13.2 The Employer agrees to contribute annually to operating costs of the Student Centre Childcare facility, **known as the Lee Wiggins Childcare Centre**. In each year of the collective agreement, the amount allocated shall be \$50,000. By September 30 of each academic year the Employer will allocate \$50,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. Any remaining amount from the subsidies that goes unused shall be reallocated towards operational costs of the Student Centre Childcare Facility. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.

ARTICLE 17 – LEAVES

- 17.06 PAID **PREGNANCY MATERNITY** LEAVE Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a **pregnant female** employee shall be entitled to paid **pregnancy maternity** leave of up to seventeen thirty-fifths of the period of their Appointment Contract(s). Requests for **Pregnancy Maternity** Leave will be made as soon as practicable and normally no later than one month before the intended start-date of the leave.
- 17.06.1 YEAR OF SERVICE CREDIT FOR MATERNITY PRIOR TO 1987-88 Prior to the 1987-88 contract year, when there were no **pregnancy maternity** or long-term **pregnancy maternity** leave provisions in the collective agreement, if an employee can demonstrate that they would have been eligible at that time, according to the current collective agreement's eligibility criteria (except for the requirement for a written request to the Chair), and held APE in the years preceding and following the year in which they would have been entitled to such a leave, they will be credited with 1 year of service for each period that they would have been entitled to such a leave.
- 17.07 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 **they are s/he is** going to accept care-giver responsibility. Where **more than one two** employees **have**

care-giver responsibility for a new-born child and one is eligible for pregnancy maternity leave, they may divide the amount of paid pregnancy maternity and care-giver leave between them.

- 17.08 PAID ADOPTION LEAVE Upon written request indicating the expected date of adoption of an infant (i.e., less than five years old at the time of adoption), the employee who has the principal responsibility for the care of that child shall be entitled to a paid adoption leave, coincident with the adoption of that child, of up to twelve thirty-fifths of the period of their Appointment Contract(s). Where more than one two employees is are assuming joint care-giver responsibility for that child, a maximum of 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.
- 17.10 PREGNANCY MATERNITY LEAVE REPLACEMENTS It is understood that in replacing an employee off on pregnancy/caregiver maternity/parental leave, the employer shall ensure that any initial replacement posting has the same qualifications as the original posting for the position and the employer shall ensure that any selected candidate meets the posted qualifications. If the position is not filled by way of the initial posting and the employer re-posts the position with lesser qualifications, then the selected replacement employee will not be able to exercise incumbency achieved by way of the replacement period against the employee on leave
- 17.11 SUPPLEMENTAL BENEFITS The employer shall maintain a “Supplemental Unemployment Benefits Plan” pursuant to the Employment Insurance Act and - 56 - Regulations in regard to pregnancy maternity, parental and adoption leave. The employer shall make amendments as appropriate to ensure that the Plan provides the maximum permissible benefits in conjunction with Articles 17.06, 17.07 or 17.08.

ARTICLE 19 – DURATION AND MODIFICATION OF AGREEMENT – November 24, 2023

- 19.01 This agreement shall continue in force and effect from the date of ratification to 31 August ~~2023~~ 2026 and shall be renewed automatically thereafter for periods of one year each unless either party notifies the other in writing within the period of ninety days before the agreement ceases to operate that it desires to amend or terminate this agreement. Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed or the right to strike or lockout accrues, whichever first occurs.

ARTICLE 20 – WAYS & MEANS FUND – Employer Proposal Feb 02, 2024

- 20.01 Upon ratification the employer will pay to the union \$40,245 towards the union's Ways & Means Fund, which fund is administered by the union. For 2009-10, effective September 1, 2009, this amount will be increased to \$42,245 and for 2010-11, effective September 1, 2010, this amount will be increased to \$44,245. Effective September 1, 2014, the Employer will pay to the Union \$59,245 towards the Union's Ways and Means Fund. Effective September 1, 2015, the Employer will pay to the Union \$74,245 for each year of the collective agreement.

Effective September 1, 2018 the Employer will contribute \$85,000 to this Fund in each year of the Collective Agreement.

Upon ratification of the 2023-26 Collective Agreement the employer will pay to the Union \$40,245 \$XX, less the amount of \$238,342.09 that was paid to the Union in the fall of 2023, towards the Union's Ways & Means Fund, which fund is administered by the Union. For 2009-10 2024-25, effective September 1, 2009-2024, this amount will be increased to \$42,245 \$YY and for 2010-11 2025-26, effective September 1, 2010 2025, this amount will be increased to \$44,245 \$ZZ, and each year thereafter. Effective September 1, 2014, the Employer will pay to the Union \$59,245 towards the Union's Ways and Means Fund. Effective September 1, 2015, the Employer will pay to the Union \$74,245 for each year of the collective agreement.

The Employer will contribute to this fund \$132,072.07 effective September 1, 2020, \$183,514.87 effective September 1, 2021, and \$238,342.09 effective September 1, 2022.

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

In addition, the Employer will commit up to \$10,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer)

LETTER OF UNDERSTANDING – EMPLOYER PROPOSAL FEB 02, 2024

B E T W E E N:

CUPE 3903 Units 1, 2 and 3

(“UNION”)

and

YORK UNIVERSITY

(“UNIVERSITY”)

Re: Paid Adoption Leave

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

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

Now Therefore the parties agree that:

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

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

LETTER OF AGREEMENT

ACADEMIC EXTENSIONS

Employer Counter Proposal Feb 15, 2024

B E T W E E N:

CUPE 3903 Unit 1 and Unit 3

(“UNION”)

and

YORK UNIVERSITY

(“UNIVERSITY”)

Hereafter referred to as “the Parties”

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

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

The parties agree as follows:

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

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

- d. Students are encouraged to contact the applicable Hiring Unit to inquire whether there are employment/funding opportunities available.
2. This Letter of Agreement shall be placed in the relevant 2023-26 collective agreement booklets and shall form part of the relevant 2023-26 collective agreement. It will expire with the expiration of the relevant 2023-26 collective agreement and shall be removed from the subsequent renewal collective agreement unless renewed by the parties.

York University

CUPE 3903 Unit 1

CUPE 3903 Unit 3

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

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

APPENDIX B – November 24, 2023
TEACHING ASSISTANTSHIP – OFFER OF APPOINTMENT YORK UNIVERSITY

...

If you accept this offer of appointment, please complete, sign, and promptly return the attached copy of this form to me **within fourteen calendar days, at which time the offer will expire.** ~~(Any delay in responding may delay your first salary payment.)~~

...

Employee Well Being Office: ~~<http://www.yorku.ca/hr/units/employeerelations/ewb.html>~~
<https://thecentre.yorku.ca/resource/health-safety-well-being/>

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

Link to benefit enrolment form to be included.

For information regarding the terms and conditions of your employment as set out in a collective agreement between York University and CUPE 3903 Unit 1 see link below:

https://www.yorku.ca/labour/wp-content/uploads/sites/105/2023/09/Unit-1-CA-2020-2023-FINAL-06-06_2.pdf

Revised February, 2000
Revised April, 2012
Revised November, 2023