CUPE 3903 Proposals Package

**March 7, 2024**

*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.*

*{!} All previously tabled proposals not included in this package are withdrawn.{!}*

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**FORMATTING LEGEND:**

* Current CA Language
* **New Language**
* Agreed-To Language
* Agreed-To Languagethe two parties have signed off
* ***New language, with respect to the previous pass of the party***
* *~~Language that has been removed, with respect to the previous pass of the party~~*
* *{!} Annotations and explanations, changes in red {!}*
* [...] = Indicates parts of an article that are being skipped/left unchanged
* The***{!}*** symbol follows the Universal Design for Learning principle of adding a visual/text marker in addition to colour changes for accessibility.

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# **Monetary: Compensation, Benefits & Funds**

## SALARY RATES

Unit 1 10.04.1

Unit 2 10.04.1

Unit 3 10.02

*Increases for both for Bill 124 period, 2020–23, to cover that period’s 15.8% inflation and for the Renewal CA. (Retro increases listed as % above existing 1%/year and, in parentheses, incl. existing 1%.)*

***Retroactive increase****:*

* *2020–21: 4% (5%)*
* *2021–22: 4% (5%)*
* *2022–23: 4% (5%)*

***Renewal Collective Agreement (CA)***

* *2023–24: 7%*
* *2024–25: 7%*
* *2025–26: 5% or CPI increase +*
* *Cost-of-living (CPI) indexation for future wages increases*

**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:**

**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 4% per year.**

**These wages will be paid retroactively to those who held a contract during the 2020–2023 Collective Agreement.**

**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 shall be increased by 5% or the CPI for the GTA measured during the 12-month period between July and July, whichever is greater.**

## BENEFITS

*[Unit 2 Only]*

**15.27 POST-RETIREMENT BENEFITS**

The Employer agrees to provide post-retirement benefits coverage for Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement, defined for the purposes of post-retirement benefits only as the voluntary severance of the employment relationship with the University at or following the date on which the employee first became eligible to receive a monthly pension from the York University Pension Plan, in the form of **continuing enrollment in the existing ASO Dental, Vision, and Drug & Paramedical Plans.** ~~a retiree health care spending account as follows:~~

~~a) each retiree’s health care spending account will have an annual limit of $1800 and $2000 effective January 1, 2022;~~

~~b) the total annual Employer contribution to cover post-retirement benefits over the term of this collective agreement is a maximum of $100,000 each year, and $111,000 effective May 1, 2022 and thereafter. Any unspent portion of the Employer’s annual contribution will be carried forward to the next year;~~

In order to be eligible for the post-retirement benefits the employee must:

a) be enrolled in the York University Pension Plan;

b) provide a minimum of three month written notice to Pensions and Benefits that they are retiring and permanently severing their employment relationship with the University in the Unit 2 bargaining unit. **Such written notice will be deemed to have fulfilled their responsibilities should they wish and be otherwise eligible to receive Post-Retirement Benefits**

c) retire no later than 12 months following the end of their last unit 2 contract; and

d) elect to receive a monthly pension from the York University Pension Plan.

Employees who retire according to the terms of this article shall be accorded a continuation of email **and library** privileges~~, subject to availability~~.

*[All Units]*

**DRUG AND PARAMEDICAL SERVICES**

U1 10.16 & 10.18

U2 10.13 & 10.15

U3 10.10

* *{!} Increase paramedical services coverage to $****4,000*** *~~6,000~~  per year for members and dependents{!}*
* *{!} ~~Remove~~* ***Increase*** internal cap on paramedical benefits ***to $2,600.***{!}

**DENTAL PLAN**

U1 10.14 & 10.18

U2 10.11 & 10.15

U3 10.10

*{!} Add* ***50%*** *~~100%~~ coverage of orthodontics~~, endodontics, and major dental procedures~~ for members and dependents{!}*

**VISION CARE PLAN**

U1 10.17.1

U2 10.14.1

U3 10.10

*{!} Increase vision care coverage to* ***$600*** *~~1000~~ every 24 months for members and dependents.{!}*

***[EXTENSION OF VISION, DENTAL, AND DRUG AND PARAMEDICAL SERVICES BENEFITS]***

U1 10.14.2, 10.16.2, 10.17.2, (10.19)

U2 10.11.2, 10.13.2, 10.14.2

U3 10.10(1)(b), 10.10 (2)(b), 10.10 (3)(b)

*{!} Increases extension of Benefits coverage to* ***seven (7)*** *~~9~~ months after end of last contract{!}*

**[NEW] HEARING AIDS**

**To correct a hearing impairment, the Plan will cover hearing aids, including maintenance and repairs, prescribed in writing by an Ear, Nose and Throat (E.N.T.) specialist, Otolaryngologist, Medical Doctor (M.D.) or an Audiologist, up to a maximum of $3000 per person for the three-year benefit period commencing September 1, 2023.**

**In addition to the more usual hearing aid devices, coverage will also include expenses for aids to hearing if prescribed by a medical doctor. These will include:**

* **A device that produces extra-loud audible signals such as a bell, horn, or buzzer;**
* **A device to permit the volume adjustment of telephone equipment above normal levels;**
* **A bone-conduction telephone receiver; and**
* **The batteries that are required for that purpose, and repairs;**
* **Teletypewriter or similar device, including a telephone ringing indicator that enables an individual to make and receive telephone calls;**
* **A device to decode special television signals to permit the script of a program to be visually displayed; and**
* **A visual or vibratory signaling device, including a visual fire alarm indicator, for an individual with a hearing impairment.**

**Coverage may be coordinated with the Assistive Devices Program administered by the Province.**

## EXECUTIVE SERVICE

*{!} Executive Service Language in Unit 3 does not need changing as it only refers to the U1 CA language for details {!}*

*[Unit 1]*

15.09 EXECUTIVE SERVICE

15.09.1 In recognition of the fact that service on the union executive limits the ability of employees to make themselves available for employment, the employer agrees to pay the union by 30 September of each year the equivalent of the salary of ~~eight~~ **fourteen** course directors, in full satisfaction of the employer’s obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 collective agreements. These monies shall be distributed among the members of the executive as seen fit by the union.

*[Unit 2]*

15.08 EXECUTIVE SERVICE

15.08.1 In recognition of the fact that service on the union executive limits the ability of employees to make themselves available for employment, the employer agrees to pay the union by 30 September of each year the equivalent of the salary of ~~eight~~ **fourteen** course directors, in full satisfaction of the employer’s obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 collective agreements. These monies shall be distributed among the members of the executive as seen fit by the union.

## FUNDS

*{!} Unit 2 Childcare Fund identical to Unit 1, below, except numbering, beginning 15.2.1, etc. {!}*

*[Unit 1]*

15.13.1 CHILDCARE FUND

[...]

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 **$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.

15.13.3 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.

*{!} Increase union-administered Childcare Fund by*

* *30% in 2023-24,*
* *5% in 2024-25, and*
* *5% in 2025-6. {!}*

15.13.4 **The Employer shall contribute to the Childcare Fund in each year of the Collective Agreement.** *~~Effective September 1, 2021, 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 $267,878 effective September 1, 2022~~**$XX effective September 1, 2023, $YY effective September 1, 2024, and $ZZ 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.

*[Unit 3]*

15.09 CHILDCARE

15.09.1 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 **$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.

15.09.2 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.

*{!} Increase union-administered Childcare Fund by*

*30% in 2023-24,*

*5% in 2024-25, and*

*5% in 2025-6. {!}*

15.09.3 **The Employer shall contribute to the Childcare Fund in each year of the Collective Agreement.** *~~Effective September 1, 2021, 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 $267,878 effective September 1, 2022~~**$XX effective September 1, 2023, $YY effective September 1, 2024, and $ZZ 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.

*[...]*

*~~{!} Increase Professional Development Fund by 15% in 2023-24, 2.5% in 2024-25, and 2.5% in 2025-6. {!}~~*

*{!} AGREE TO Employer offer of 1% increase in each of the 2023-24, 2024-25, and 2025-26 contract years {!}:*

*{!} PDF Fund language is the same in all three CAs, though the Article numbers vary by unit {!}*

*[Unit 1]*

15.16 PROFESSIONAL DEVELOPMENT FUND

*[Unit 2]*

15.19 PROFESSIONAL DEVELOPMENT FUND

*[Unit 3]*

ARTICLE 19 — PROFESSIONAL DEVELOPMENT FUND

The Employer agrees to contribute to the Professional Development Fund **as follows:** ~~$138,370 effective September 1, 2020, $139,754 effective September 1, 2021, and $141,152 effective September 1, 2022.~~

***$142,564* Effective September 1, 2023,**

***$143,989* Effective September 1, 2024,**

***$145,430* Effective September 1, 2025, and each September 1 thereafter.**

*[...]*

*~~{!} Increase Equity Fund by 15% in 2023-24, 2.5% in 2024-25, and 2.5% in 2025-6.~~*

*{!} AGREE TO Employer offer of 1% increase in each of the 2023-24, 2024-25, and 2025-26 contract years* {!}

*{!} Equity Fund language is the same in all three CAs, though the Article numbers vary by unit {!}*

*[Unit 1]*

15.22 EQUITY FUND

*[Unit 2]*

15.24 EQUITY FUND

*[Unit 3]*

ARTICLE 25 — EQUITY FUND

~~In 2005-2006 a new Equity Fund will be established.~~ In each year of the collective agreement **the Employer shall contribute** ~~$10,000 will be allocated~~ to this Fund to be used as matching funds for a CUPE 3903 Employment Equity Officer. The allocation to this fund will be **$XX effective September 1, 2023, $YY effective September 1, 2024, and $ZZ effective September 1, 2025.** ~~$10,100 effective September 1, 2020, $10,201 effective September 1, 2021, and $10,303 effective September 1, 2022.~~ An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

*[...]*

*{!} Fund Protection language is the same in all three CAs, though the Article numbers vary by unit {!}*

*[Unit 1]*

15.24 FUND PROTECTION

*[Unit 2]*

15.29 FUND PROTECTION

*[Unit 3]*

ARTICLE 21 — FUND PROTECTION

There will be no diminution in the per employee amount in the funds listed below during the term of this collective agreement as a result of an increase in the number of employees in the bargaining unit as at October 1, 202**3**~~0~~ and October 1, 202**4**~~1~~ and October 1, 202**5**~~2~~. Growth in the number of employees will be measured on the basis of a two year collective agreement lag using October 1st as the date. For the ~~2020‑2023~~ **2023-2026** collective agreement, growth in the number of employees will therefore be measured on the basis of the number of employees as of October 1, 2014. In the case of the funds below where such is indicated, the basis on which growth in the number of employees will be measured is the growth in the number of employees who are eligible to use the funds.

*[...]*

*{!} Increase CUPE Benefit Fund by 30% in 2023-24, 5% in 2024-25, and 5% in 2025-6.] {!}*

*{!} CUPE 3903 BENEFITS FUND language is the same in all three CAs, though the Article numbers vary by unit {!}*

*[Unit 1]*

15.27 CUPE 3903 BENEFITS FUND

*[Unit 2]*

15.30 CUPE 3903 BENEFITS FUND

*[Unit 3]*

ARTICLE 22 — CUPE 3903 BENEFITS FUND

~~Effective September 1, 2021, and every 12 months thereafter, the Employer agrees to contribute an amount~~ **The Employer will contribute to the CUPE Benefits Fund each year of the Collective Agreement** 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 $472,000 effective September 1, 2022.~~  **$XX will be allocated to this fund September 1, 2023, $YY effective September 1, 2024, and $ZZ 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.

*[...]*

*{!} Support for Members Experiencing Racial Discrimation, Harassment, Violence Fund language is the same in all three CAs, though the Article numbers vary by unit {!}*

*[****Unit 1]***

**15.30 SUPPORT FUND FOR MEMBERS EXPERIENCING RACIAL DISCRIMINATION, HARASSMENT, AND VIOLENCE**

***[Unit 2]***

**15.32 SUPPORT FUND FOR MEMBERS EXPERIENCING RACIAL DISCRIMINATION, HARASSMENT, AND VIOLENCE**

***[Unit 3]***

**ARTICLE 27 — SUPPORT FUND FOR MEMBERS EXPERIENCING RACIAL DISCRIMINATION, HARASSMENT, AND VIOLENCE**

**Effective September 1, 2024, and each September 1 thereafter, the Employer will pay to the Union $50,000 toward the Union’s Support Fund for Members Experiencing Racial Discrimination, Harassment, and Violence to assist the Union’s ongoing support of racialized persons who confront and experience racial and/or other intersecting forms of discrimination, harassment, and/or violence.**

**By September 30, 2025, 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.**

*[...]*

*{!} Mentoring Fund language is the same in all three CAs, though the Article numbers vary by unit {!}*

***[Unit 1]***

**15.31** *~~30~~* **MENTORING FUND**

***[Unit 2]***

**15.33** *~~32~~* **MENTORING FUND**

***[Unit 3]***

*~~11.15~~***ARTICLE 28 MENTORING FUND**

**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 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.**

*[...]*

*[Unit 1 & Unit 2]*

ARTICLE 19 — DURATION AND MODIFICATION OF AGREEMENT

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.

*[Unit 3]*

ARTICLE 17 — DURATION AND MODIFICATION OF AGREEMENT

17.01 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 22 — WAYS & MEANS FUND

*{!} Increase Ways and Means Fund by*

* *30% in 2023-24,*
* *5% in 2024-25, and*
* *5% in 2025-6.{!}*

*{!} Ways & Means Fund language is the same in all three CAs, though the Article numbers vary by unit {!}*

*[Unit 1 & Unit 2]*

ARTICLE 20 — WAYS & MEANS FUND

20.01

*[Unit 3]*

ARTICLE 18 — WAYS & MEANS FUND

~~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.~~

~~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.~~

**The Employer shall contribute to the Ways and Means fund in each year of the Collective Agreement.**

**Upon ratification of the 2023-26 Collective Agreement the employer will pay to the Union $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, administered by the Union. For 2024-25, effective September 1, 2024, this amount will be increased to $YY and for 2025-26, effective September 1, 2025, this amount will be increased to $ZZ, and each year thereafter.**

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 **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 work related accommodation (e.g., adaptive computer).

## Unit 1 & Unit 3 (Monetary Proposals)

**U1 Article 10.03.1 — Grant-In-Aid**

**U3 Article 10.02 — Grant-In-Aid**

*{!} 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). {!}*

Grant-In-Aid (GIA)

* ***Retroactive increases:***
  + *2020-21: 4% (5%)*
  + *2021-22: 4% (5%)*
  + *2022-23: 4% (5%)*
* ***Renewal Collective Agreement (CA) increase:***
  + *2023-24: 7%*
  + *2024-25: 7%*
  + *2025-26: 5% (indexed to CPI)*

**U1 Article 10.12 — Graduate Financial Assistance (GFA)**

**U3 Article 10.02 — GA Financial Assistance**

*{!} Proposal to increase Graduate/GA 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).{!}*

Graduate/GA Financial Assistance (GFA)

* ***Retroactive increases:***
  + *2020-21: 4% (5%)*
  + *2021-22: 4% (5%)*
  + *2022-23: 4% (5%)*
* ***Renewal Collective Agreement (CA) increase:***
  + *2023-24: 7%*
  + *2024-25: 7%*
  + *2025-26: 5% (indexed to CPI)*

**U1 Article 15.20 — UHIP Fund**

**U3 Article 23 — UHIP Fund**

*{!} Increase fund:*

* *2023-24: 15%*
* *2024-25: 2.5%*
* *2025-26: 2.5% {!}*

In recognition of the financial hardships of international students who have been disenfranchised by OHIP, ~~a $77,000~~ **the Employer shall contribute to the** CUPE 3903 UHIP Fund **in each year of the Collective Agreement** ~~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.~~ **Effective September 1, 2023, the amount shall be $XX. Effective September 1, 2024, the amount shall be $YY. Effective September 1, 2025, the amount shall be $ZZ.**

**U1 Letter of Intent (LOI) 7 — UHIP Fund for Visa Students**

**U3 Letter of Intent (LOI) 5 — UHIP Fund for Visa Students**

*{!} Increase fund:*

* *2023-24: 15%*
* *2024-25: 2.5%*
* *2025-26: 2.5% {!}*

In recognition of the financial hardships of international students who have been disenfranchised by the Ontario Hospital Insurance Plan, **the Employer shall contribute to the UHIP for Visa Students fund in each year of the Collective Agreement.** **T**~~t~~he 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.~~ **Effective September 1, 2023, the amount shall be $XX. Effective September 1, 2024, the amount shall be $YY. Effective September 1, 2025, the amount shall be $ZZ.**

## Unit 1 (Monetary Proposals)

**Article 15.14 — Graduate Student Bursary Fund**

*Increase fund:*

* *2023-24: 15%*
* *2024-25: 2.5%*
* *2025-26: 2.5%*

U1 Letter of Agreement: Additional Funding For Priority Pool Members **— York Fellowship**

*Proposal to:*

* *Increase international fellowship amount to $10,000*
* *Update LOA to reflect current domestic and international fellowship amounts*
* *Extend fellowship eligibility to PhD 6*

LETTER OF AGREEMENT:

ADDITIONAL FUNDING FOR PRIORITY POOL MEMBERS

The Union may initiate a meeting with the Dean of FGS or designate, the member, a representative of Faculty Relations and the Union to be held as expeditiously as possible with a view to discussing the concerns of members. Note – Grievances Regarding the Letter of Agreement may be initiated at Step 4 of the grievance process.

Mindful of the financial obstacles graduate students are experiencing in light of Government decisions which transfer more of the burden for financing a university education to the student via tuition fees, the employer will guarantee an offer of additional support for members of the Priority Pool as outlined below. This support is for the 12-month period beginning with September.

It is recognized that many members currently receive additional funding opportunities and what is listed below is a minimum guaranteed level of financial support. However, such guaranteed extra funding as outlined below shall not apply to those whose funding provides them with a level of support greater than their priority pool entitlement coupled with this supplementary funding.

Nothing herein shall be read or construed as a bar to any member receiving financial support that is greater than the above minimum guarantee, nor does it require or permit students to undertake tasks which require exceeding an average of 10 hours of work per week, or a maximum of 1.5 teaching assistantships in a 12-month period (beginning with the fall term).

A. All members of the Priority Pool who are eligible shall be informed by September 15 whether they will be offered TA, GA, RA activity for the fall, or that the funding under the minimum guarantee will be offered in the winter or summer terms:

Eligibility criteria are:

* member of the bargaining unit during the preceding 12-month period, including those on leaves of absence under the collective agreement;
* in the Priority Pool **(up to and including members in the first six years of a PhD program, through the final appointment granted as part of priority pool status)**;
* have applied where appropriate and accepted when offered a teaching assistantship or other work;
* must be continuously registered on a full-time basis for the following 12-month period;
* have total funding *~~(~~*including *~~only~~* major external scholarships *~~valued at $50,000 per year or more)~~* not greater than the priority pool entitlement plus $5000 for 2008-2009, 2009-2010 and 2010-2011 [see 12.03.1(iii)].
* must be available to undertake some form of TA, GA or RA activity should it be necessary in at least one of the three terms in the 12 month period starting with the fall. It is expected that such TA, GA and RA activities will normally be offered in the summer term. The bargaining unit members who have established to the satisfaction of the Faculty of Graduate Studies they are only available in one particular term will have priority for minimum guarantee funding activity in that term.

Note – Although not in the priority pool or in the bargaining unit during the preceding 12 month period, PhD 1 students are eligible for the minimum guarantee in their first year.

(i) **The minimum guarantee is an amount of extra funding above the priority pool entitlement over the 12-month period.** The minimum guarantee will be $5000 in 2008-09; 2009-10; and 2010-11; **$5384 for 2022-2023;** *~~$7500 for 2023-2024 (and increased every year thereafter by 5% or the CPI for the GTA measured between the 12-month period between July and July, whichever is greater);~~* **$8,467 for 2022-2023 for members of the bargaining unit in the priority pool who paying international tuition fees**; **$*10,000* for 2023-2024 for members of the bargaining unit in the priority pool who are paying international tuition fees** *~~(and increased every year thereafter by 5% or the CPI for the GTA measured between the 12-month period between July and July, whichever is greater)~~***.**~~of extra funding above the priority pool entitlement over the 12-month period.~~

Such funding may be in the form of scholarships (excluding York Entrance Scholarships), fellowships, assistantships, (eg. research assistantships, graduate assistantships, additional teaching assistantships, matching fund graduate assistantships) or internships (not including bursaries or tuition rebates). Wages earned at the Overwork or Replacement Rate shall not count towards the Minimum Guarantee *~~nor shall internal or external awards (e.g., Ontario Graduate Scholarship, Tri-Council awards, etc.) unless they are valued at $50,000 per year or more~~*.

(ii) Where the performance of tasks is required in exchange for additional financial support, the reasonable preferences and legitimate needs/concerns of the person shall be taken into consideration and all reasonable efforts will be made to accommodate them. The person will normally have 3 working days to confirm acceptance of an offer of a minimum guarantee assignment.

(iii) It is understood that no member will be required to perform work or duties in excess of 135 hours per term without the members consent.

However, it is recognized that, in exceptional circumstances, members have been allowed to perform more than 135 hours of teaching assistantship duties during a single term. It is understood that such practices may continue in exceptional circumstances and with the mutual agreement of the member and the hiring unit and the academic approval of the program director, the Dean of Graduate Studies and the supervisor (if appointed).

(iv) a) Scholarships and Research Assistantships do not require the performance of tasks.

b) The priority in the allocation of GA funds is to provide financial support to graduate students. For the minimum amount of funding – $5125 in 2014-2015, $5253 in 2015-2016**,** ~~and~~ $5384 In 2016-2017**,** *~~$7500 for 2023-2024 (and increased every year thereafter by 5% or the CPI for the GTA measured between the 12-month period between July and July, whichever is greater)~~***;**  **$8,467 for 2022-2023 for members of the bargaining unit in the priority pool who *pay international tuition fees*** *~~are visa students~~*; **$*10,000* for 2023-2024 for members of the bargaining unit in the priority pool who *pay international tuition fees*** *~~are visa students~~**~~(and increased every year thereafter by 5% or the CPI for the GTA measured between the 12-month period between July and July, whichever is greater)~~* – a graduate student cannot be required to work in the performance of tasks for more than a total of 135 hours. For clarity, GAships for the purpose of satisfying the Minimum Guarantee are subject to the same requirements regarding meetings of the supervisor and employee to discuss assigned duties and responsibilities as set out in Article 10.01 (Hours of Work) of the Unit 3 collective agreement.

By no later than September 1, 2016 except as otherwise provided in the Collective Agreement all GAships for the purpose of satisfying the Minimum Guarantee ($5125, $5253, $5384) shall be electronically posted by the hiring unit on a site accessible to employees and the Union. **By no later than September 1, 2023 except as otherwise provided in the Collective Agreement all GAships for the purpose of satisfying the Minimum Guarantee (*$5384 for 2022-2023*** *~~[and increased every year thereafter by 5% or the CPI for the GTA measured between the 12-month period between July and July, whichever is greater]~~***; $8,467 for 2022-2023 for members of the bargaining unit in the priority pool who *pay international tuition fees*** *~~are visa students~~*; **$*10,000* for 2023-2024 for members of the bargaining unit in the priority pool who *pay international tuition fees*** *~~are visa students [and increased every year thereafter by 5% or the CPI for the GTA measured between the 12-month period between July and July, whichever is greater])~~* **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 (e.g., circumstances in which a position has not been identified in time to meet the applicable posting deadline):

August 1st for positions scheduled to begin in September; December 1st for positions scheduled to begin in January; and April 1st for positions scheduled to begin in May.

GAship postings shall be clearly labelled as Unit 1 and shall identify, to the extent possible:

(i) the duties, responsibilities and tasks;

(ii) reasonable qualifications of the position;

(iii) the number of hours of the graduate assistantship;

(iv) the start and end date of the GAship;

(v) application process and application deadline;

(vi) information and documents, e.g., an up-to-date CV, required for application

Postings shall indicate that priority in the assignment of the position will be given to applicants for

whom the position will satisfy the Minimum Guarantee.

Hiring Units will make available a common application form or template (hard copy or electronic); in the absence of a unit-designed template or form, the model form in Appendix F shall be used.

(v) The Faculty of Graduate Studies will use its best offices and all reasonable efforts to resolve any problems which the member brings to its attention. Upon acceptance of the assignment the person will be provided with a written description of the assignment. Anyone assigned to positions three weeks after the deadline for registration will have hours proportionally reduced without any reduction in pay.

B. It is not intended that the additional funding (excluding teaching assistantship work), as outlined in A(i) would be used, nor would the Dean of Graduate Studies approve the use of such funds, for employment tasks for which CUPE 3903 holds certification. Neither would the funds be used for work which would otherwise require hiring an employee in another certified Bargaining Agent or maintaining the position of an employee in another bargaining unit.

C. By September 15 FGS will inform each student, through the graduate program office, whether or not they will be offered TA, GA/RA activity for the fall, or that the funding under the minimum guarantee will be offered in the winter or summer. In the latter case, FGS will make its best efforts to inform students by November 30 and in any event no later than December 15 whether the activity will be offered in the winter or the summer term. Once informed of how the minimum guarantee will be met under this provision, any other scholarship, fellowship, research assistantship or employment income from York will be in addition to the minimum guarantee save and except for scholarships of $5,000 *~~$50,000~~* or more (or the matching fund portion of the scholarship from the University) which may be offset against the York Fellowship.

The parties have reviewed the various aspects of this program during negotiations and have exchanged documents, as embodied in the November 12, 1998 Letter of Understanding, in order to confirm how this Letter should best be given effect. In the event of a conflict between the November 12, 1998 Letter of Understanding and this Letter of Agreement, this Letter of Agreement shall govern.

D. FGS will provide those who are eligible for the minimum guarantee with a form by March 15 on which form they may indicate the term(s) in which they prefer to work (as per A(ii)) any term(s) in which, because of exceptional circumstances, they consider themselves to be unavailable for a minimum guarantee assignment and the reasons they consider themselves to be unavailable. Such reasons may include:

* The member will be unavailable for on-campus activity because they will be engaged in off campus
* activity associated with the program of study approved according to FGS Regulations for students absent from campus.
* The bargaining unit member will be unavailable for medical circumstances, child care responsibilities
* or other compassionate grounds, but not on approved leave of absence from the program.
* The graduate program director and supervisor/and or advisor has certified that additional activity will jeopardize the bargaining unit member’s ability to make satisfactory academic progress in the term in question and the Dean of FGS approves.

These forms must be returned no later than May 1. FGS will make reasonable efforts to assign persons in conformity with bona fide requests. Should exceptional circumstances arise subsequent to the member returning the form, then the member should complete and re-submit a new and amended form as soon as practicable.

E. Where a member in the priority pool has the minimum guarantee component of their funding package satisfied by the York Fellowship this funding will be divided into 3 equal installments paid in each term in which they are registered full time and are paying fees. Members whose minimum guarantee component is met by the Fellowship may indicate in writing to FGS by no later than August 10th the election to receive the full amount of the minimum guarantee funding in four equal installments in the next Summer Term from May through August. Funding deposited to student accounts under A(i) above may be reduced by the University for amounts owing for 60 days or more without the authorization of the individual. All PhD students in the priority pool shall be notified of the option to receive payments in the summer months as a part of the Teaching Assistantship – Letter of Appointment. No member of the bargaining unit will be deemed to have waived their right to the Minimum Guarantee until a Union representative and the member have signed an agreement with the Employer stating an intention to do so.

# All Units (Non-Monetary)

**FORMATTING LEGEND:**

* Current CA Language
* **New Language**
* Agreed-To Language
* Agreed-To Languagethe two parties have signed off
* ***New language, with respect to the previous pass of the party***
* *~~Language that has been removed, with respect to the previous pass of the party~~*
* *{!} Annotations and explanations, changes in red {!}*
* [...] = Indicates parts of an article that are being skipped/left unchanged

ARTICLE 1 – PURPOSE **AND DEFINITIONS**

*[...]*

***[Units 1 & 3]***

**1.02 DEFINITIONS**

**1.02.1 Definition of a Day: Throughout the Collective Agreement “Day(s)” refers to calendar day(s), unless:**

**(a) The language of the Collective Agreement specifies “Working Days”; or**

**(b) The day(s) at issue is/are observed as a statutory holiday by the University or the University is otherwise closed, in which case the day(s) shall not count towards any time limit set out in the Collective Agreement.**

***[Unit 2]***

**1.03 DEFINITIONS**

**1.03.1 Definition of a Day: Throughout the Collective Agreement “Day(s)” refers to calendar day(s), unless:**

**(a) The language of the Collective Agreement specifies “Working Days”; or**

**(b) The day(s) at issue is/are observed as a statutory holiday by the University or the University is otherwise closed, in which case the day(s) shall not count towards any time limit set out in the Collective Agreement.**

ARTICLE 4 – DISCRIMINATION AND HARASSMENT

[...]

**4.04.13 ACCOMMODATIONS FOR RACIALIZED MEMBERS WHO EXPERIENCE RACIAL DISCRIMINATION, HARASSMENT, AND VIOLENCE**

**Racialized individuals may encounter increased vulnerabilities based on intersecting and institutionalized systems of oppression including anti-Black racism, anti-Indigenous racism, classism, homophobia, transphobia, ableism, sanism, ageism, xenophobia, Islamophobia, along with intersectional aspects of their identity or perceived identity including such factors as race, Indigeneity, economic status, gender identity, gender expression, sexual orientation, language, age, ancestry, ethnicity, ability, faith, and/or immigration status.**

**4.04.14 The Employer will provide a range of supports and services to racialized members who experience discrimination, harassment, and violence regardless of where or when such incidents occur and will, to the extent possible, ensure members can self-determine the supports and services they wish to access.**

**4.04.15 The Employer will appropriately accommodate the needs of racialized members affected by discrimination, harassment, and violence, as the needs relate to work, study, housing, and/or extracurricular activities.**

**4.04.16 The Employer and Union recognize that confidentiality is key to creating an environment and culture where racialized members feel safe to disclose and seek support and accommodation.**

[...]

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 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 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.

ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES

*{!} the parties signed off on 5.01.1–5.01.3 on February 2, 2024 {!}*

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. **Each party shall inform the other of the names of the three representatives.**

**5.01.2**  The Committee shall function in an advisory capacity only, 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 **Co-**~~co-~~Chair may call meetings on at least two weeks’ notice to the other members of the Committee.

**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.~~ **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. Advanced notice shall not be required in the case of CUPE 3903 staff members or executive officers. As appropriate, either party may also propose to the other that guests with relevant knowledge or expertise attend to speak to specific agenda items.**

*[...]*

***[Unit 1 & 2]***

5.03.1 EMPLOYMENT EQUITY COMMITTEE

***[Unit 3]***

*~~4.04 EMPLOYEMENT EQUITY COMMITTEE~~*

5.04.1 EMPLOYMENT EQUITY COMMITTEE

*[...]*

(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

*[...]*

*[Update data (highlighted, italicized text) in footnote 1 to reflect latest available census data; see also 5.03.5 {!}]*

——————————

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 from the City of Toronto, provided by the Union, and for the General Workforce Population Equity Groups by Statistics Canada:

*for Canada as a whole (and for General Workforce Population Equity Groups):*

*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%*

*for Toronto (and for General Workplace Population Equity Groups):*

*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%*

*The Employment Equity Committee may obtain additional data particularly with respect to d. and e. Above. {!}*

***[Unit 2]***

5.03.4 Use and Reporting of Data

***[Unit 2]***

~~5.0.3.4~~ **5.03.4** Use and Reporting of Data

***[Unit 3]***

~~5.0.4.4~~ **5.04.4** Use and Reporting of Data

*[...]*

(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(a)(ii)~~ **5.03.4 (1)(d)**.

*{!} [In the Unit 3 CA, the above should read: “… per Article ~~5.04.4~~* ***5.04.5****(b) below.”]*

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.

*{!} [In the Unit 3 CA, the above should read: … in these units ~~per Article 5.04.4(b) below~~.]*

(b) By December 1 of each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-**identification** Representation data **which will provide intersectionality totals**  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). **All such data will be calculated using both 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.**

*{!} [In the Unit 3 CA, the above reads: “… preceding November 1, per Article 5.04.1(d).”]{!}*

*[...]*

*{!} The Underrepresentatio language is the same in all three CAs, though the Article numbers are different for Unit 3. As well, in the Unit 3 CA, the article below is misnumbered and should be corrected: ~~5.04.4~~* **5.04.5** with the number of the subsequent paragraph also corrected as follows: “~~5.04.5~~ **5.04.6** Whereas most…”*]{!}*

5.03.5 Underrepresentation **of employees who identify as belonging to one or more of the Employment Equity Groups**

(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.~~**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, 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: 45.9%

Racialized: 30.9%

Indigenous: 1.4%

**Persons with disabilities: 8.9% \*as of November 2023**

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

*[...]*

*[Units 1 and 2]*

**5.04 Discussions regarding Workplace Accommodation**

**5.04.1 The Union and the Employer agree that at each of the February and May Employee Well-Being – CUPE 3903 Monthly Review meetings, the parties will engage in a discussion the scope of which will include:**

**(a) Data that the Employer provides to CUPE in advance of these meetings; and**

**(b) Discussion and feedback regarding individual CUPE 3903-represented employees’ experience with the accommodation processes under the Disability Support Program, with a view to opportunities for continuous improvement.**

**5.04.2 (a) Four weeks in advance of a scheduled meeting, the Employer will provide the union with non-confidential data including the following: the number of CUPE 3903 members seeking workplace accommodations on medical/disability grounds and family status grounds for each academic year for the most recent three consecutive contract years aso of the immediately preceding October 1, broken down by faculty and department, including non-confidential information regarding the nature of the accommodation provided.**

**(b) The Employer will also provide the union with workplace accommodations related budgets and expenditures for each academic year, broken down by faculty for the most recent three consecutive contract years as of the immediately preceding October 1.**

**5.04.3 Each party may have up to three representatives at these discussions. Such representatives shall normally include Manager, Employee Well-Being (or nearest equivalent position) and Disability Support Specialist(s) on behalf of the Employer and the CUPE 3903 Equity Officer (or nearest equivalent position) on behalf of the Union. If either party wishes to have more than three representatives in attendance, they should seek the agreement of the other party no later than seven days in advance of the meeting.**

*[Unit 3]*

**5.06 Discussions regarding Workplace Accommodation**

**5.06.1 The Union and the Employer agree that at each of the February and May Employee Well-Being – CUPE 3903 Monthly Review meetings, the parties will engage in a discussion the scope of which will include:**

**(a) Data that the Employer provides to CUPE in advance of these meetings; and**

**(b) Discussion and feedback regarding individual CUPE 3903-represented employees’ experience with the accommodation processes under the Disability Support Program, with a view to opportunities for continuous improvement.**

**5.06.2 (a) Four weeks in advance of a scheduled meeting, the Employer will provide the union with non-confidential data including the following: the number of CUPE 3903 members seeking workplace accommodations on medical/disability grounds and family status grounds for each academic year for the most recent three consecutive contract years aso of the immediately preceding October 1, broken down by faculty and department, including non-confidential information regarding the nature of the accommodation provided.**

**(b) The Employer will also provide the union with workplace accommodations related budgets and expenditures for each academic year, broken down by faculty for the most recent three consecutive contract years as of the immediately preceding October 1.**

**5.06.3 Each party may have up to three representatives at these discussions. Such representatives shall normally include Manager, Employee Well-Being (or nearest equivalent position) and Disability Support Specialist(s) on behalf of the Employer and the CUPE 3903 Equity Officer (or nearest equivalent position) on behalf of the Union. If either party wishes to have more than three representatives in attendance, they should seek the agreement of the other party no later than seven days in advance of the meeting.**

***[Unit 1 & 2]***

ARTICLE 6 – GRIEVANCE PROCEDURE

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.

(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.

(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 Appointment.” The employer will respond to the query within ten calendar days of the receipt of the query.

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

6.03 ~~STEP ONE:~~**Informal Resolution:** 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.

6.04 STEP **ONE**~~TWO~~: If the ~~grievance~~ **matter** is not resolved ~~at Step One, or where Step One is not exercised~~ **through informal resolution**, 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~~ **twenty-eight** 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 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~~.**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.** 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.~~

**~~6.07~~6.06** If the grievance is not settled at Step ~~Four~~**TWO**, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the ~~Office of the Executive~~ Director, Faculty Relations within twenty-eight calendar days after receipt of the employer’s written reply as required in Step **Two**~~Four~~. **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 Two~~Four~~.** The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator ~~or Arbitration Board~~.

6.0**7** ~~8~~ Subject to Article 6.**13**~~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.

6.0**8** ~~9~~ GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step **One**~~Two~~ if the employees are all employed within a single hiring unit, or at Step **Two~~Three~~** if employed in different hiring units **or**~~, or at Step Four if employed in different~~ faculties.

6.**09** ~~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 **Two**~~Three or Step Four, as appropriate~~**,** subject to the time limits set out in 6.01 above.

6.**10**~~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 **Two**~~Three~~.

6.**11**~~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.

6.**12**~~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.

6.**13**~~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.

6.**14**~~15~~.1 In exceptional circumstances, the union may apply to the ~~Office of the Executive~~ Director for expedited processing of a grievance. The ~~Office of the Executive~~ Director, Faculty Relations shall respond to this application within seven calendar days. When it is agreed that circumstances warrant it, the parties can agree to commence the grievance procedure at Step **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.**14**~~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.

6.**15**~~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.**16**~~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.**17**~~18~~ A grievor has the right to attend their grievance hearing at any step after **Informal Resolution**~~Step One~~ and not face their supervisor directly in such a hearing.

6.**18**~~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.

**6.19 ~~20~~ ~~G~~ Notwithstanding the timelines set out in 6.01 (ii), g**rievances concerning harassment, discrimination, or disability may be initiated at Step **Two**~~Four~~**~~,~~ within twelve 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**.

***[UNIT 3]***

ARTICLE 6 – GRIEVANCE PROCEDURE

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.

(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.

6.02 The Employer acknowledges the rights and duties of the Union officers and stewards to assist employees in preparing and presenting a grievance. The Union may form a grievance committee for this purpose.

6.03 ~~STEP ONE:~~**Informal Resolution:** 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 wish. The supervisor/departmental head director shall give their reply within five calendar days.

6.04 STEP **ONE**~~TWO: T~~**If the matter is not resolved through Informal Resolution, t**he grievance shall be set forth in writing **as a grievance**, be signed by the grievor and a Union representative and given to the Dean of FGS or designate within ~~fourteen~~ **twenty-eight**  calendar days. The written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Dean of FGS or designate shall convene a meeting to discuss the grievance within ten calendar days of the receipt of the grievance and shall give their reply, in writing, within ten calendar days of that meeting.

6.05 STEP **TWO:** ~~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.~~**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. The Dean or their** ~~The Department of Faculty Relations or its~~ designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of receipt of the grievance and shall give their reply, in writing, within twenty-one calendar days of that meeting.

6.06 If the grievance is not settled at Step ~~Three~~**Two**, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the ~~Executive~~ Director, ~~Department of~~ Faculty Relations within twenty-eight calendar days after receipt of the Employer’s written reply as required in Step Two. **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 Two~~Three~~.** 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 6.13, 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.

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 **if the employees are all employed within a single faculty or at Step Two if employed in different faculties**.

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 **Two,** ~~One~~ subject to the time limits set out in 6.01 above.

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 **Two**~~One~~.

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 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 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.

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

6.14 The parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the grievance(s) shall only be made available on a need to know basis. The parties further agree that a publication of a summary of the grievance(s) in a union newsletter shall not violate the principle of confidentiality.

6.15 A grievor has the right to attend their grievance hearing at any step after **Informal Resolution**~~Step One~~ and not face their supervisor directly in such a hearing.

6.16 It is understood by the parties that, in the case of a successful or settled grievance, where the individual does not receive the agreed upon compensation within thirty days of the sign-off date, said payment will begin to accrue interest at the annualized rate which the University is receiving for its short-term investments at that time. The interest payment will be pro-rated.

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

6.18.1 In exceptional circumstances, the Union may apply to the ~~Office of the Executive~~ Director, Faculty Relations (FR) for expedited processing of a grievance. The ~~Office of the Executive~~ Director FR shall respond to this application within seven calendar days. When it is agreed that circumstances warrant it, the parties can agree to commence the grievance procedure at Step **Two**~~Three~~. Time limits set out in Article 6.01 above apply after the Union has received the response from the ~~Office of the Executive~~ Director FR.

6.18.2 On application by the Union, grievances alleging violations of Article 2.03, 4.01, 4.02, 4.03, and grievances submitted pursuant to Article 10.01 and 10.02, shall be processed according to the expedited grievance procedure specified in this Article.

6.19 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.

**6.20 Notwithstanding the timelines set out in 6.01 (ii), grievances concerning harassment, discrimination, or disability may be initiated at Step Two within twelve 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.**

ARTICLE 7 – ARBITRATION

7.01  ~~If the Union so wishes, g~~**G**rievances shall be heard by a single Arbitrator**.**  ~~or by a three person Arbitration Board. If a single Arbitrator is requested by the Union, t~~**T**he 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 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 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.~~

**7.02** ~~7.04~~  Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of the ~~chair or single~~ Arbitrator, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the parties. The parties agree to use University facilities at no cost wherever possible.

**7.03** ~~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, un- less 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** ~~7.06~~ Notwithstanding Articles 6.06 and 6.**13**~~12~~, 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** ~~7.07~~ The ~~Arbitration Board or single~~ Arbitrator shall have the authority to fashion a remedy appropriate in the circumstances to resolve the grievance regardless of the form in which the grievance was filed.

**7.06** ~~7.08~~ Should the parties disagree as to the meaning of the Board’s decision, either party may apply to the ~~chair of the Board of Arbitration or single~~ Arbitrator to reconvene to clarify the decision, which they shall do within five days.

**7.07** ~~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.

***[Unit 1]***

**7.08** ~~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~~**10.04.4**.

***[Unit 2]***

**7.08** ~~7.10~~ The parties agree that a**n** ~~Board of Arbitration or single~~ Arbitrator shall have the authority to resolve any matter referred pursuant to Article 10.04.2.

***[Unit 3]***

***[There is no Article 7.10 in Unit 3. ]***

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. **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.**

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 of salary for failure to perform scheduled duties shall not constitute discipline in the context of this article.

8.02.1 PROGRESSIVE DISCIPLINE

The employer accepts and gives effect to the concept of progressive discipline by adopting the procedures set forth below.

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.

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.

8.03.1 Subject to 8.03.3:

STEP ONE: NOTICE OF MEETING

(i) Prior to any consideration of discipline, the Chair**/Director,** ~~or~~ Dean, or designate who has received a Formal Complaint under the University’s Procedures for 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 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.

(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, 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:

(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;

(b) initiate a formal evaluation pursuant to Article 13;

(c) send a Letter of Warning to the employee.

NOTE: If an employee, who by not attending implicitly waives their opportunity for such meeting, notifies the Chair**/Director**, Dean~~, Director~~ or 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.

(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 **the Director, Faculty Relations** ~~the Assistant Vice-President (HR&ER)~~ shall be the only parties to receive a copy.

(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.

8.03.2 STEP TWO: LETTER OF WARNING

(i) The decision to send a Letter of Warning (per **8.03.1(ii)**(c) 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.

(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 **Letter of Warning** ~~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 employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.

(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.

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 **Letter of Warning** ~~written warning~~, subject to Articles 6 and 7 and to the procedures outlined below.

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).

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.

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.

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.

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.

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~~* wish***es*** 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).

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.

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.

(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.

(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.

(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.

*[...]*

***[U1]***

**10.05.7 PROTECTION FROM TECHNOLOGY CHANGES**

**No employee in the bargaining unit shall suffer a reduction of regular earnings as a result of any technological change introduced during a work assignment.**

**10.05.8 The Employer will not, without training, require an employee to use technological skills other than those agreed to at the time of hiring. The Employer shall bear all costs associated with the training. Any such employer-required training shall be paid at the tutor 3 rate.**

**10.05.9 Where there are changes in new or existing practices with respect to computing and information technology that, if implemented, will directly affect employees and/or conditions of employment, the union should receive written notification a minimum of 90 days prior to any such changes (e.g., any plan to significantly change methods of course delivery).**

**10.05.10 Immediately following the written notification a minimum of 90 days prior to any change in existing practices with respect to computing and information technology, the employer and the union will discuss establishing a Joint Committee to consider the implications of this new technology and to make recommendations to the Employer, including suggestions for minimizing any negative impact to employees directly affected by the changes.**

–

***[U2]***

**10.05.6 PROTECTION FROM TECHNOLOGY CHANGES**

**No employee in the bargaining unit shall suffer a reduction of regular earnings as a result of any technological change introduced during a work assignment.**

**10.05.7 The Employer will not, without training, require an employee to use technological skills other than those agreed to at the time of hiring. The Employer shall bear all costs associated with the training. As in 10.04.5, any such employer-required training shall be paid at the tutor 3 rate.**

**10.05.8 Where there are changes in new or existing practices with respect to computing and information technology that, if implemented, will directly affect employees and/or conditions of employment, the union should receive written notification a minimum of 90 days prior to any such changes (e.g., any plan to significantly change methods of course delivery).**

**10.05.9 Immediately following the written notification a minimum of 90 days prior to any change in existing practices with respect to computing and information technology, the employer and the union will discuss establishing a Joint Committee to consider the implications of this new technology and to make recommendations to the Employer, including suggestions for minimizing any negative impact to employees directly affected by the changes.**

***[U3]***

15.08 TECHNOLOGY

**15.08.1** Where communication and the dissemination of information are deemed indispensable to the normal functioning of the faculty councils or departments/divisions (e.g., the scheduling of Senate, Council, departmental and/or course meetings), hard copy versions of this information shall be posted and readily accessible to all CUPE members of the appropriate body.

**15.08.2** Where on-line applications are required for internal bursaries, scholarships or awards administered by the Faculty of Graduate Studies, hard copy versions of these application forms will be made available to the union at their request on behalf of specific CUPE 3903 employees for whom on-line access is not reasonably available. No Unit 3 employee’s application will be rendered ineligible owing to difficulties with internal electronic applications.

**15.08.3** If a graduate assistant is unable to perform assigned duties due to a lack of technological skills or knowledge they will be assigned different duties or a different graduate assistantship, with no reduction in their remuneration under Article 10.02.

**15.08.4 PROTECTION FROM TECHNOLOGY CHANGES**

**No employee in the bargaining unit shall suffer a reduction of regular earnings as a result of any technological change introduced during a work assignment.**

**15.08.5 The Employer will not, without training, require an employee to use technological skills other than those agreed to at the time of hiring. The Employer shall bear all costs associated with the training. Any such employer-required training shall be paid at the tutor 3 rate.**

**15.08.6 Where there are changes in new or existing practices with respect to computing and information technology that, if implemented, will directly affect employees and/or conditions of employment, the union should receive written notification a minimum of 90 days prior to any such changes (e.g., any plan to significantly change methods of course delivery).**

**15.08.7 Immediately following the written notification a minimum of 90 days prior to any change in existing practices with respect to computing and information technology, the employer and the union will discuss establishing a Joint Committee to consider the implications of this new technology and to make recommendations to the Employer, including suggestions for minimizing any negative impact to employees directly affected by the changes.**

*[...]*

*[UNIT 1]*

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

*{!} text of the clause is identical to the Unit 2 language below {!}*

*[UNIT 2]*

15.09 ~~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~~ **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 ~~he 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 **for each year in which an academic extension is granted**.

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.

*[UNIT 3]*

11.06 ~~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 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~~ **twenty-four** months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Pro- gramme 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. 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 **for each year in which an academic extension is granted**.

***[...]***

*[Unit 1]*

15.26 Employees shall have a continuation of work email access **following the completion of their contract.** ~~and~~ **Employees shall have** **a continuation of** library services access for a period of **at least** **thirty-six** ~~twelve~~ months following the completion of their contract. ~~Email access and library~~ **Library** services access may be discontinued following the completion of the ~~one year~~ **three-year** term of access.

*[Unit 2]*

15.28 Employees shall have a continuation of work email access **following the completion of their contract.** ~~and~~ **Employees shall have** **a continuation of** library services access for a period of **at least** **thirty-six** ~~twelve~~ months following the completion of their contract. ~~Email access and library~~ **Library** services access may be discontinued following the completion of the ~~one year~~ **three-year** term of access.

*[Unit 3]*

13.13 Employees shall have a continuation of work email access **following the completion of their contract.** ~~and~~ **Employees shall have** **a continuation of** library services access for a period of **at least** **thirty-six** ~~twelve~~ months following the completion of their contract. ~~Email access and library~~ **Library** services access may be discontinued following the completion of the ~~one year~~ **three-year** term of access.

***[LEAVES Unit 1 & Unit 2]***

17.06 PAID ~~MATERNITY~~ **PREGNANCY** LEAVE

Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a ~~female~~ **pregnant** employee shall be entitled to paid ~~maternity~~ **pregnancy** leave of up to seventeen thirty-fifths of the period of their Appointment Contract(s). Requests for ~~Maternity~~ **Pregnancy** 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~~***PREGNANCY*** 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~~ **fifteen** 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 ~~two~~ **more than one** employee~~s~~ ~~have~~ **has** care-giver responsibility for a new-born child and one is eligible for ~~maternity~~ **pregnancy** leave, they may divide the amount of paid ~~maternity~~ **pregnancy** 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~~ **fifteen** thirty-fifths of the period of their Appointment Contract(s). Where ~~two employees~~ **more than one** employee **is** ~~are~~ assuming joint care-giver responsibility for that child, a maximum of ~~twelve~~ **fifteen** 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.

17.09 ~~CAREGIVER LEAVE – TIME OFF~~ **UNPAID PARENTAL LEAVE**

Upon written request, the **pregnant employee** ~~natural mother~~ shall be entitled to **an unpaid parental** leave of up to **sixty-one** ~~thirty-five~~ weeks in time off, **in addition to the** ~~including the~~ paid ~~portion of~~ leave specified in Article 17.06. Any other employee who has caregiver responsibility for a newborn or adopted infant shall be entitled to a leave of up to **sixty-three** ~~twenty~~ weeks in time off, including the paid portion of leave specified in Article 17.07 and 17.08.

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.

***[LEAVES Unit 3]***

16.08 PAID ~~MATERNITY~~ **PREGNANCY** LEAVE

Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a ~~female~~ **pregnant** employee shall be entitled to paid ~~maternity~~ **pregnancy** leave of up to seventeen thirty-fifths of the period of their Appointment Contract(s). Requests for ~~Maternity~~ **Pregnancy** Leave will be made as soon as practicable, and normally no later than one month before the intended start-date of the leave.

16.09 PAID CARE-GIVER LEAVE

Upon written request, a paid leave of absence of up to ~~twelve~~ **fifteen** 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 ~~two~~ **more than one** employee~~s~~ ~~have~~ **has** care-giver responsibility for a new-born child and one is eligible for ~~maternity~~ **pregnancy** leave, they may divide the amount of paid ~~maternity~~ **pregnancy** and care-giver leave between them.

16.10 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~~ **fifteen** thirty-fifths of the period of their Appointment Contract(s). Where ~~two employees~~ **more than one** employee **is** ~~are~~ assuming joint care-giver responsibility for that child, a maximum of ~~twelve~~ **fifteen** 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.

*[...]*

16.14 ~~CAREGIVER LEAVE – TIME OFF~~ **UNPAID PARENTAL LEAVE**

Upon written request, the **pregnant employee** ~~natural mother~~ shall be entitled to **an unpaid parental** leave of up to **sixty-one** ~~thirty-five~~ weeks in time off, **in addition to the** ~~including the~~ paid ~~portion of~~ leave specified in Article 17.06. Any other employee who has caregiver responsibility for a newborn or adopted infant shall be entitled to a leave of up to **sixty-three** ~~twenty~~ weeks in time off, including the paid portion of leave specified in Article 17.07 and 17.08.

*[...]*

16.17 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 16.08, 16.09 or 16.10.

***[...]***

**LETTERS OF UNDERSTANDING**

***[Units 1 & 2]***

**Letter of Understanding – Representation Thresholds**

**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. The parties will rely on the updated External Availability Data for the representation thresholds set out in Article 5.03.5 for subsequent appointment exercises. The EEC will make recommendations on improvements to employment equity programs and initiatives, bearing in mind the new representation thresholds, pursuant to the EEC’s mandate as per 5.03.1(a) & (b).**

***[Unit 3]***

**Letter of Understanding – Representation Thresholds**

**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. The parties will rely on the updated External Availability Data for the representation thresholds set out in Article 5.04.5 for subsequent appointment exercises. The EEC will make recommendations on improvements to employment equity programs and initiatives, bearing in mind the new representation thresholds, pursuant to the EEC’s mandate as per 5.03.1(a) & (b).**

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# Unit 1 (Non-Monetary)

**FORMATTING LEGEND:**

* Current CA Language
* **New Language**
* Agreed-To Language
* Agreed-To Language Language the two parties have signed off
* ***New language, with respect to the previous pass of the party***
* *~~Language that has been removed, with respect to the previous pass of the party~~*
* Annotations and
* [...] = Indicates parts of an article that are being skipped/left unchanged

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ARTICLE 10 – POSITIONS AND RATES OF PAY – Union counter – March 8, 2024\***

**\*Elements of previous Union 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, **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** **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. **As part of the discussion of the duties and responsibilities of the teaching assistant, the course supervisor and the teaching assistant shall discuss how important course dates (such as assignment due dates and dates of tests and exams) correspond to centralized administrative deadlines (such as the final date for submitting grades). The course supervisor and teaching assistant will agree upon a reasonable pacing of work that allows, where not in conflict with centralized administrative deadlines (such as the final date for submitting grades), for a minimum turnaround time of ten (10) calendar days from the date that a teaching assistant receives an assignment (or a date of a test or exam) and the teaching assistant’s grading deadline.** ~~This discussion,~~ **The discussion of duties and responsibilities**, 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.

[...]

10.02.7

Where not in conflict with centralized administrative deadlines\*, such as the final date for submitting grades, **Unit 1 employees will have a minimum turnaround time of ten (10) calendar days from the date an assignment is received to the date of the grading deadline. Similarly, Unit 1 employees will have a minimum turnaround time of ten (10) calendar days from the date of a test or exam to the date of the grading deadline.** Unit 1 employees will not be required to fulfill marking/grading obligations for a period offive calendar days immediately prior to a dissertation or thesis (or major paper equivalent) defense, or a major paper deadline in a graduate course or a comprehensive examination or the equivalent degree requirement in programs not requiring comprehensive examinations or presentation at academic conferences Further, where not in conflict with centralized administrative deadlines, Unit 1 employees will not be required to submit grades for a period of three days immediately following the fore noted events/activities It is understood that it is the responsibility of the employee to notify the hiring unit of their intention to exercise this entitlement.

[...]

10.04.4 **DEFINITIONS**

“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 for the triggers for Tutor 3 assistance.* Tutor 3 hours of work shall be determined in accordance with the** ***triggers*** *~~terms and conditions~~* **for marker grader assistance set out in 16.05.1, 16.05.2, and 16.05.3.**

10.12 **GRADUATE FINANCIAL ASSISTANCE**

**(i) *Graduate Student Employees Paying International Tuition Fees***

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 international tuition 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. 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 international tuition fees $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.

**(ii)**  ***Graduate Student Employees Paying Domestic Tuition Fees***

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 domestic tuition 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 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 domestic tuition 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 2020‑21 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.

***{!} GFA dollar amounts subject to monetary negotiation; deletion of past years and dollar amounts subject to monetary negotiation {!}***

12.03.2 **PRIORITY POOL**

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.

[...]

*{!} Participation Proposal language already agreed to for Unit 2; Unit 1 Participation language is the same though the Article numbers vary and references to contract faculty changed to appropriate terms for Unit 1 {!}*

15.11 **PARTICIPATION**

15.11.1 The parties agree that the valuable contributions made by CUPE 3903 members be recognized by incorporating them as fully as possible into the decision-making processes of the University.

15.11.2 The Employer agrees to recommend to (and to use its best efforts to persuade) the appropriate bodies that hiring units in which CUPE 3903 members work include in their Rules of Procedure provisions respecting the participation and privileges of teaching assistants and Contract Faculty including, but not limited to:

• attendance as voting members at meetings of the departments in which they are employed;

• service on the appropriate committees of the employing departments.

The employer also agrees to recommend to (and to use its best efforts to persuade) the relevant bodies that consistent rules respecting participation be developed across hiring units (in which CUPE 3903 members have historically done a significant proportion of the work) within a faculty. It is understood that, in seeking consistency, it is not the intention to reduce the level of participation currently granted in some hiring units to a lowest common denominator.

Where the central administration establishes a Task Force ***ad hoc committee or working group whose membership includes full-time union-represented faculty employees****,* and the outcome of the deliberations of the Task Force ***or ad hoc committee or working group*** could potentially or is likely to have a significant and direct impact on bargaining unit work, the employer agrees that at least one member of the Task Force**/ad hoc committee/working group** will be a bargaining unit member selected from among the members of the bargaining unit who have been regularly employed in such work.

15.11.3 Employees will not be removed from Listserves for faculty and graduate students for at least one year after their last contract.

15.11.4 EXPERIENCE CREDIT FOR PARTICIPATION

*~~(i) The parties agree to develop a protocol for the awarding of APE credit for participation, taking into consideration the degree of such participation both in terms of time commitment involved and difficulty of the tasks performed.~~*

*~~(ii) The parties will consider whether such credit is Cap-exempt in whole or in part.~~*

***In support of their participation as per Article 15.11.2 above, Unit 1 employees in the CUPE 3903 Unit 1 bargaining unit who are elected or appointed to a committee of an academic unit or faculty in which they teach, a committee of Senate, or a Task Force or ad hoc committee or working group as may be established by the central administration will receive APE participation credit as follows:***

***i. Minimum requirement for APE participation credit***

***A minimum of 20 hours of participation as described above in any one contract year is required to be eligible for APE participation credit.***

***ii. Value of APE participation credit***

***20 to 62.5 hours of participation: 1/6 or 0.17 FCE of APE participation credit***

***Greater than 62.5 hours: 1/3 or 0.33 FCE of APE participation credit.***

***iii. In exceptional circumstances involving a higher commitment of time for a particular committee/task force/working group, the employer or the union may recommend participation credit up to a total of 0.5 FCE of APE participation credit to be approved by the Labour Management Committee.***

***iv. The “Cap” and Annual accrual of APE***

***APE participation credit will be treated the same as other accrued APE in respect of the “cap” pursuant to article 12.05 of the Unit 2 Collective Agreement and the provisions regarding the annual accrual of APE pursuant to Article 12.07 (iv) of the Unit 2 Collective Agreement.***

***v. Reporting APE participation credit***

***Unit 1 employees intending to receive APE participation credit for their participation in any contract year will obtain written confirmation of their service, including the hours they are claiming, from the chair of the relevant committee/task force/working group, using the Form set out as Appendix “XX” and will submit their total APE participation credit hours for the contract year, together with written confirmation of their participation from the relevant chair(s), to Faculty Relations and the Union by no later than September 15 immediately following the contract year in question.***

***The union will inform the Employer of any concerns with respect to the number of hours submitted by the Unit 1 employee by September 30. After September 30 and by no later than October 23 the Employer will either approve or indicate if it has concerns with respect to the number of hours submitted by the Unit 1 employee.***

***vi. Updating Work Histories to incorporate APE participation credit***

***On October 30 and June 30, the Employer will update work histories as required to incorporate the APE participation credit that has been submitted since the last work histories update.***

15.11.5 The Employer will recommend to the Faculty of Graduate Studies Council and to the Scholarships and Grants Committee that CUPE 3903 be given a representative on the Sub-Committee which allocates the Graduate Development Fund.

*~~15.11.6 The Vice-President (Academic) will send to each faculty a copy of the letter attached as Appendix H recommending that they consider motions similar to those that were passed by the Faculty of Arts Council concerning the participation of contract faculty.~~*

***[delete appendix H]***

***{!} Further to the language above, the Union will withdraw its Policy Grievance with respect to this matter, dated February 3, 2023. {!}***

15.26 **ACCOMODATION**

**Employees shall have a continuation of work email services following the completion of their contract.** ~~and~~ **Employees shall have** **a continuation of** library services access for a period of **at least** **thirty-six** ~~twelve~~ months following the completion of their contract. ~~Email access and library~~ **Library** services access may be discontinued following the completion of the ~~one year~~ **three-year** term of access.

16.05 **CLASS SIZE**

16.05.1 With respect to teaching groups in which students are formally enrolled:

(i) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of ten hours for each block of three students, or portion thereof, exceeding:

• Teaching Group (a): **twenty** ~~twenty-five~~ for a one-hour group, **twenty-five** ~~thirty~~ for a one-and-one-half hour or two-hour group;

• Teaching Group (b): **thirty-five** ~~forty~~;

(ii) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of eleven hours for each block of 3 students, or portion thereof, exceeding:

First year 9-credit Foundations tutorials (g): **twenty** ~~twenty-five~~

Second year 9-credit foundations tutorials (h): **twenty-three** ~~twenty-eight~~

[...]

16.05.3 (i) It is understood that the figures specified in 16.05.1(i) are not intended to represent norms in class size;

(ii) In any event, enrolments shall not exceed:

• Teaching Group (a): thirty for a one-hour group, thirty-six for a one-and-one-half hour or two-hour group;

• Teaching Group (b): fifty;

• Teaching Group (c): fifteen for a two-hour or three-hour group;

• Teaching Group (d): thirty per Tutor 2;

• Teaching Group (e): thirty;

• First year 9-credit Foundations tutorials (g): **twenty-three** ~~twenty-eight~~

• Second year 9-credit Foundations tutorials (h): **twenty-six** ~~thirty-one~~

# 

# Unit 2 (Non-Monetary)

## Job Stability

1. **CSSP (Continual Sessional Standing Program):**

**12.01.3 Continuing Sessional Standing Program Guarantee**

Employees with Continuing Sessional Standing who have a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the previous 5 contract years and who are offered 2/3 or less of their average number of Type 1 or equivalent positions based on the previous 5 contract year period will, upon application, receive as a one-time payment of ~~1/4~~ **1/2** of the rate for each position less than their average number of Type 1 or equivalent positions. For example, if an employee with Continuing Sessional Standing has an average annual teaching intensity of 3 Type 1 or equivalent positions over the previous 5 contract years and is offered 2 Type 1 or equivalent positions, then upon application the employee will receive 1/4 of the rate for 1 Type 1 or equivalent position. If the employee is for a second time offered 2/3 or less of their average annual number of Type 1 or equivalent positions based on the previous 5 contract years, the employee will receive a one-time payment of ~~1/8th~~ **1/4** the rate for each position less than their average number of Type 1 or equivalent positions. To qualify for the payment described in the paragraph above an employee must have: (a) provided notice of participation in the Continuing Sessional Standing exercise to all applicable hiring units (i.e., all hiring units whose curriculum includes courses for which, if offered as Unit 2 bargaining unit work, they would be the most senior incumbent candidate); and (b) additionally applied for bargaining unit positions in accordance with their “normal” historical application profile and was available for appointment to these positions. An employee who is twice offered 2/3 or less of their average number of Type 1 or equivalent positions based on the previous 5 contract years and has received the two one-time payments described above may either elect to opt out of the program or accept the number of positions offered. An employee who elects to opt out of the Continuing Sessional Standing Program shall communicate such election in writing to Faculty Relations

1. **LSTA (Long Service Teaching Appointment):**

Regarding Long Service Teaching Appointments (LSTAs), at Article 24.07, in the ~~2021-22~~ **2024-25** contract year a minimum of seven (7) LSTAs will be offered for September 1, ~~2022~~ **2025** and in the ~~2022-23~~ **2025-26** contract year a minimum of seven (7) LSTAs will be offered for September 1, ~~2023~~ **2026**.

Supplementary Equity-Focused Long Service Teaching Appointments

In addition to the LSTAs offered above, the employer offers to provide seven (7) Supplementary Equity Focused LSTAs over the life of the ~~2020-23~~**2023- 26** collective agreement: four (4) in ~~2021-22~~ **2024-25** for September 1, ~~2022~~ **2025** and three (3) in ~~2022–23~~ **2025-26** for September 1, ~~2023~~ **2026**. These seven appointments will be offered to candidates who, as of September 1 preceding the date of the appointment, have a minimum teaching intensity of an average of 2.5 FCEs over the previous three years (may include approved leaves), with priority to candidates who have self-identified as Indigenous (Aboriginal) or as racialized (visible minority). Where in each of ~~2021-22~~ **2024-25** and ~~2022-23~~ **2025-26**, the Office of the Provost & VicePresident Academic is unable to make the minimum number of appointments set out above with respect to candidates who self-identify as Indigenous (Aboriginal) or as racialized (visible minority), the next priority will be to make a recommendation with respect to a candidate from **two** or more of the other Equity Groups

1. **Conversions:**

ARTICLE 23 AFFIRMATIVE ACTION

[...]

23.04 FUNDING

[...]

(ii) For appointments commencing on each of ~~July 1, 2022 and July 1, 2023~~ **July 1, 2024, July 1, 2025 and July 1, 2026** the Office of the Vice-President Academic and Provost shall, make at least ~~two (2) recommendations in 2021-22 and two (2) recommendations in 2022-23~~ **ten (10) recommendations in 2023-24, ten (10) recommendations in 2024-25, and ten (10) recommendations in 2025-26** of Affirmative Action Pool members for full-time faculty positions to the tenure stream. A minimum of ~~one~~ **five** recommendations in each of the **three ~~two~~** years will be prioritized for candidates who self-identify as Aboriginal (Indigenous) or as a member of a visible minority (racialized group). Where in either of the two years, the Office of the Vice-President Academic and Provost is unable to make a recommendation with respect to a prioritized candidate who self-identifies as Aboriginal (Indigenous) or as a member of a visible minority (racialized group), the next priority will be to make a recommendation with respect to a candidate from **two** or more of the other Equity Groups.

1. **TCA (TRANSITIONAL CONTINUING APPOINTMENT PROGRAM)**

~~LETTER OF AGREEMENT~~

**ARTICLE 25** TRANSITIONAL CONTINUING APPOINTMENT PROGRAM (TCA)

~~1.~~ **25.01** Eligibility

This is a ~~time-limited~~ program for applicants who, as of the date of their application, have at a minimum:

a.  20 years of service in the bargaining unit, except for applicants who self-identify as a member of one or more Equity Groups, in which case the eligibility is 15 years of service in the bargaining unit. A year of Applicable Prior Experience (APE) of at least 1 Type 1 or equivalent counts as 1 year of service in the bargaining unit for the purposes of this program.

b.  APE of 30 Type 1 or equivalent assignments in the last 15 years, except for applicants who self-identify as a member of one or more Equity Groups, in which case the eligibility is APE of 20 Type 1 or equivalent assignments in the last 10 years.

c.  APE as used in this program is as defined in Articles 12.07 (i)-(ii) and 12.08(i), (iv) and (v).

d.  Persons who have elected to retire from a York University position outside the bargaining unit are not eligible for a Transitional Continuing Appointment.

Further, to be eligible for the severance portion at Section 4 of this Letter of Understanding, an applicant may not have previously received or additionally receive (including per the Letter of Understanding: Severance) any other form of severance or retirement or resignation incentive or payment from York University.

~~2.~~ **25.02** Terms of the Transitional Continuing Appointment

A transitional continuing appointment (TCA) provides either a two-year or three year transition to retirement and severance of employment from the University. The TCA has an annual teaching assignment commitment which for a:

a.  Two-year TCA decreases a teaching assignment commitment in the first and second year, following which the TCA holder retires and receives severance according to Section 4 (Severance) below; or

b.  Three-year TCA decreases a teaching assignment commitment in the second and third year, following which, the TCA holder retires and receives severance according to Section 4 (Severance) below.

TCA holders shall not apply for nor be appointed to any other position in the CUPE 3903 Unit 2 bargaining unit during the period of the TCA.

The initial teaching assignment commitment is based on the applicant’s average number of teaching assignments during the previous 5 contract years:

| Average number of Type 1 or  Equivalent assignments | Teaching Assignment Commitment (Number of Type 1 or Equivalent assignments) |
| --- | --- |
| 2.0 – 2.4 | 2.0 |
| 2.5 – 2.9 | 2.5 |
| 3.0 **- 3.4** ~~or higher~~ | 3.0 |
| **3.5 – 3.9** | **3.5** |
| **4.0 or higher** | **4.0** |

~~Applicants who have had a minimum average of 3.5 Type 1 or equivalent~~

~~assignments over the previous 5 contract years, the most recent 3 years of which initial teaching assignment of 3.5 Type 1 or equivalent positions.~~

~~Applicants who have had a minimum average of 4.0 Type 1 or equivalent~~

~~assignments over the previous 5 contract years, the most recent 3 years of which~~

~~are in the hiring unit(s) in which the TCA is sought, may apply for a TCA with an~~

~~initial teaching assignment of 4.0 Type 1 or equivalent positions.~~

~~These options are as follows:~~

| ~~3.5 -3.9 or higher in the hiring unit(s) where appointment is sought~~ | ~~3.5~~ |
| --- | --- |
| ~~4.0 or higher in the hiring unit(s) where~~  ~~appointment is sought~~ | ~~4.0~~ |

~~3.~~ **25.03** Applications

The Employer will provide notice to all individuals who meet the eligibility requirements in section 1, above by September 30 of each year of the program. Individuals who meet the minimum service-based eligibility requirements at *~~paragraph 1~~* ***25.01*** above, may apply to the hiring unit(s) in which they wish to hold a TCA.

*~~a.~~*Applications must be submitted by~~:i.~~November 1~~, 2021~~ for continuing appointments commencing **the following** September**.**

1~~, 2022; or~~

~~ii.  November 1, 2022 for continuing appointments commencing September~~

~~1, 2023; or~~

~~iii.  November 1, 2023 for continuing appointments commencing September~~

~~1, 2024~~

Applicants must indicate whether they are applying for a two-year or three-year

TCA.

1. **LONG SERVICE REWARD (SEVERANCE) (replaces TLSP (Time-Limited Severance Program)**

~~LETTER OF AGREEMENT~~

~~TIME-LIMITED SEVERANCE PROGRAM FOR LONG-SERVICE~~

~~CONTRACT FACULTY (TLSP)~~

~~1.~~ **ARTICLE 26 LONG SERVICE REWARD (SEVERANCE)**

**26.01** Eligibility

Employees **shall be eligible for the Long Service Reward** who, effective September 1~~, 2020~~ **of the current contract year**, have at a minimum:

a.  30 years of service (i.e. in which one Type 1 or equivalent assignment has been

held at York University)

b.  APE of 45 Type 1 or equivalent assignments in the last 25 years

c.  1 Type 1 or Type 1 equivalent assignment in the bargaining unit in each of the

last 3 years

Further, to be eligible for the severance portion at ***26.03****~~Section 3 of this Letter of Understanding~~*, an applicant may not be a York University retiree or hold a full-time position at York University or elsewhere at the time of application or have previously received or additionally receive (including per the Letter of Understanding: Severance) any other form of severance or retirement or resignation incentive or payment from York University.

~~2.~~ **26.02** Severance

The employment relationship with York University of an individual who elects to accept severance per this Program is terminated effective the date of receipt of such monies and the employee loses entitlement to all applicable prior experience and years of service that they have accumulated up to that time, for any and all purposes under the provisions of the collective agreement.

~~3.~~ **26.03** Severance Payment

Participating individuals will receive severance in a total amount equal to **double** the individual’s highest total earnings in the bargaining unit in any of the last five contract years, payable as a retiring allowance. **For clarity, leaves of absences related to a Human Rights Code-based ground and/or the Employment Standards Act which were taken during the 5-year period will be expressly excluded from the 5-year term.**

~~4.~~ **26.04** Applications

~~This program will be available on a one-time basis for a period of 6 months following the ratification of the renewal 2020-2023 collective agreement or following the approval of Management Board of Cabinet, if required as per Bill 124, whichever is the later. Applications should be made to the Office of the Assistant Vice-President Labour Relations.~~

If an application is made during a term in which the individual has assignments, the severance will take effect on the first of the month following the conclusion of the term. If the applicant does not have assignments in the term in which the application is made, the severance will be effective the first of the month next following the month in which the application is made.

Applicants who intend to commence receipt of a York pension following the severance of their employment relationship with the University should ensure that they have taken the appropriate steps through the Pension and Benefits Office to begin receiving pension. **Employees electing to retire and take the severance are deemed to have fulfilled the notice requirements for Post-Retirement Benefits in Article 15.27.**

1. **SRC (Special Renewable Contract)**

MEMORANDUM OF SETTLEMENT

SPECIAL RENEWABLE CONTRACTS (“SRC’S”)

The May 1, 2001 – April 30, 2003 collective agreement between the employer and the bargaining agent of the full time faculty (YUFA) includes Article 12.32 concerning SRC’s for CUPE 3903 Unit 2 bargaining unit employees. This article provides that: “Eight SRC’s were awarded in 1999-2000, five will be awarded in 2000-2001, and six will be awarded for 2001-2002.”

The parties agree that immediately upon ratification of a renewal Unit 2 collective agreement this Memorandum will constitute the joint request of the parties that YUFA promptly agree with the employer to amend existing Article 12.32 of the YUFA collective agreement by deleting the words “Eight SRC’s were awarded in 1999- 2000, five will be awarded in 2000-2001, and six will be awarded for 2001-2002...” and substituting in their place the words: “6 SRC’s will be awarded for 2002-2003, 6 SRC’s will be awarded for 2003-2004, and SRC’s will be awarded for 2004-2005 to any remaining eligible members in the pool who apply for an SRC.”

NOTE: Pursuant to the Memorandum of Agreement signed by the Employer and the York University Faculty Association (YUFA) on May 10, 2019 and ratified by the general membership of YUFA on June 26, 2019, in response to arbitrator Jim Hayes’ December 3, 2018 Arbitration Award, 18 SRCs will be appointed to full-time faculty positions by August 31, 2020.

**A total of 18 SRCs will be appointed by July 1, 2026, on the basis of the quality of the candidates and how the contracts would address the teaching needs and priorities of the hiring units. A minimum of nine recommendations will be prioritized for candidates who self-identify as Aboriginal (Indigenous) or as a member of a visible minority (racialized group). Where in any of the three years, the Office of the Vice-President Academic and Provost is unable to make a recommendation with respect to a prioritized candidate who self-identifies as Aboriginal (Indigenous) or as a member of a visible minority (racialized group), the next priority will be to make a recommendation with respect to a candidate from two or more of the other Equity Groups. Appointment criteria will take into account the following: incumbency in courses falling within the position description, relevant academic qualifications, service contributions or willingness to make service contributions, and seniority. Based on the appointment criteria, and using a collegial process, the hiring unit will make a recommendation to its Dean/Principal for the appointment of an SRC. In each case, the recommendation of the Dean will be forwarded to the Provost & Vice-President Academic for approval.**

## Other Unit 2 Proposals

**10.01 WORKLOAD**

**10.01.1**~~10.01~~ 10.01 The Parties recognize that many variables are associated with identifying and defining the requirements for preparing and teaching in a course. Nevertheless, the under-noted position titles and minimum salary or hourly rates shall apply and, so far as practicable, the duties and responsibilities of a particular appointment shall be discussed and agreed upon prior to the start of that appointment.

**10.01.1 TYPE 2 WORKLOAD**

**(i) With the exception of Music Tutor positions, which shall be treated in accordance with Article 10.04.2 (“Definitions”), the expected workload of an appointment to a Type 2 position shall be no more one-third of the workload for a Type 1 position, or 135 hours for each Type 2 appointment. Expected workloads shall be adjusted proportionally if a fractional appointment is made.**

**(ii) For Type 2 positions, all work assigned and/or approved by the course supervisor shall be included in the hours noted above. This work may include, but is not limited to, preparation for classes, preparation of written or audio-visual materials, attending lectures, leading discussions and supervising laboratories, rating students’ work, holding office hours, consulting with students, invigilation of tests and exams, writing and grading tests, examinations and lab sets, grading essays, term papers and problem sets, setting up experiments, conducting field trips, and conferring with the supervisor.**

**(iii) Since the course supervisor/director is primarily responsible for assigning reasonable duties and responsibilities, allocating sufficient hours, and ensuring that the assigned duties and responsibilities of the Tutor or Instructor can be completed within the time allocated:**

**(a) As soon as possible after the start of the appointment, and, normally, no later than the end of the first calendar month of the course (e.g., end of September for full-year and fall courses and end of January for winter courses), the course supervisor shall assign and discuss the duties and responsibilities and the reasonable pacing of the work assigned, taking into consideration the normal sessional fluctuation and patterns of work, of the appointment, in as much detail as practicable, with the Tutor or Instructor. As part of the discussion of the duties and responsibilities of the Tutor** *~~or Instructor~~****,* the course supervisor and the Tutor or Instructor shall discuss how important course dates (such as assignment due dates and dates of tests and exams) correspond to centralized administrative deadlines (such as the final date for submitting grades). The course supervisor and Tutor or Instructor will agree upon a reasonable pacing of work that allows, where not in conflict with centralized administrative deadlines (such as the final date for submitting grades), for a minimum turnaround time of ten (10) calendar days from the date that the Tutor or Instructor receives an assignment (or a date of a test or exam) and the Tutor or Instructor’s grading deadline. This discussion of duties and responsibilities, including the allocation of time for the various duties and responsibilities, shall be confirmed in writing to the Tutor or Instructor by the course supervisor with a copy sent 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. (See Appendix XXY Workload Form for Unit 2 Type 2 Positions.)**

**(b) The course supervisor shall again discuss the assigned duties and responsibilities with the Tutor or Instructor to assess whether the remaining duties and responsibilities can be completed within the hours allocated. This subsequent meeting normally shall be held as soon after the mid-point of the course as practicable, and by the end of January in the fall/winter session. The discussion and assessment shall be confirmed in writing to the Tutor by the course supervisor, with a copy to the hiring unit Chair****and to the union within fourteen (14) calendar days of the meeting. Where the assessment indicates that overwork has occurred or is likely to occur, the course supervisor and Tutor shall meet, with a union representative present if the Tutor so wishes, and, where appropriate, shall attempt to find a mutually acceptable remedy.**

**(c) Where the course supervisor fails to discharge their responsibilities per (a) and (b) above, work performed by the Tutor or Instructor up to the time a workload meeting is held shall normally be deemed to have been assigned and/or approved by the course supervisor.**

**(iv) Since the Tutor is primarily responsible for ensuring that the assigned duties and responsibilities of the position are completed within the time allocated:**

**(a) Notwithstanding 10.01.1(i), as soon as the Tutor becomes aware, or reasonably ought to have been aware, that the hours in 10.01.1(i) may be exceeded, normally they shall request in writing a meeting with the course supervisor, or in exceptional circumstances shall request in writing a meeting with the hiring unit Chair/Director, to discuss possible overwork. The course supervisor or Chair/Director and Tutor or Instructor shall meet, with a union representative present if the teaching assistant so wishes, and, where appropriate, attempt to find a mutually acceptable remedy.**

**(b) An acceptable remedy in a discussion as per 10.01.1(iii)(b) or 10.01.1(iv)(a) above, is compensation for additional hours worked, provided that the Dean or their designate approves such compensation.**

**(v) Where the Tutor or Instructor or the union believes that the workload provisions of the collective agreement have not been fulfilled or where a mutually acceptable remedy is not found, they normally shall inform the Chair/Director of the workload concerns. The Chair/Director shall within seven days of the receipt of the notice consult with the responsible union representative(s) and, if appropriate, the Tutor and shall attempt to find an acceptable remedy. Normally, the Chair/Director shall have fourteen days from the receipt of the notice to resolve the matter.**

**10.01.2 (i) Where, upon completion of the procedures specified in Article** **10.01.1**, **the matter is not satisfactorily resolved, grievances alleging violations of the workload provision of Articles 10.01.2 and 10.01.3 shall normally proceed to Step *1*** *~~3~~***.**

**(ii) In exceptional circumstances, on application by the union indicating such exceptional circumstances, grievances alleging violations of Articles 10.01.1 may be processed according to the expedited grievance procedure in Article 6.*14****~~15~~***.**

**(iv) Notwithstanding 10.01.1 and (ii) above, an acceptable remedy of a grievance alleging overwork is compensation for additional hours worked at the Overwork Rate in 10.04.1.**

[...]

10.04.1 SALARY RATES

***[...insert after the CHART]***

**\*\*\* The overwork rate shall apply to Article 10.01.1(iv).**

[…]

12.24 **MARKING/GRADING DEADLINES** ~~Workload~~

Where not in conflict with centralized administrative deadlines, such as the final date for submitting grades, hiring units will provide reasonable accommodation to Unit 2 employees who encounter significant conflicting marking/grading obligations.

*[…]*

10.04.2 DEFINITIONS

*[...]*

“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 for the triggers for Tutor 3 assistance.* Tutor 3 hours of work shall be determined in accordance with the *triggers* *~~terms and conditions~~* for marker grader assistance set out in 16.05.1, 16.05.2, and 16.05.3**.

*[...]*

ARTICLE 11 — POSTINGS

{!} ***All of the paragraphs in Article 11 up to 11.05, except 11.02.1, are misnumbered and need to be renumbered correctly as Article 11, not 10.*** {!}

[...]

11.01.3 The qualifications posted for all positions in the bargaining unit must be reasonable and demonstrably relevant to the posted position, including in cases where tutor positions are posted in Unit 1 and Unit 2. In the Department of Nursing, qualifications set with respect to current practice will be reasonably connected to the duties of the position.

**Note for clarity: “reasonably connected” means falling within a general category of clinical practice. For example: medical-surgical, acute care, mental health, public health, etc.**

*[...]*

12.02 APPLICATIONS

12.02.1 (i) All applicants for positions must apply directly and in writing, providing an updated application (specific or general, see Appendix F) and current curriculum vitae, unless a current curriculum vitae is already on file, to each of the hiring units in which they seek employment. In the School of Nursing, applicants will be responsible for highlighting in a separate section of their current curriculum vitae any required current practice qualifications. 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 employees 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).

[...]

**(iii) The parties agree that there are eleven individuals *named in a 2012 Memorandum of Settlement between the CUPE 3903 and York University* whose CVs do not reflect current practice experience. These eleven will be grandparented going forward, and, while encouraged to obtain the required experience, will at the very least be expected to take the necessary steps to maintain competence of their nursing practice standards as reflected in the College of Nurses Professional Standards.**

**(iv)** *~~The parties agree that the eleven individuals are: Sheila Burrows, Patricia Hynes, Lata Jain, Nancy Kozlowski, Jule Lindsay, Andrea Orgaovanyi, Shaina Janmohamed, John Remington, Suzanne Tinglin, Deborah Haynes, and Samdaye Ramdial.(v)~~* **For information and illustrative purposes: Starting with the 2021-22 posting exercises the School of Nursing has revised its postings for Clinical Course Director positions to substitute the phrasing regarding Proof of Practice with phrasing regarding the documentation of any required current practice (144 hours over the last 12 months prior to the submission of this application) qualifications. That phrasing indicates that applicants are required to highlight this required current practice qualification in a separate section of their current CV submitted with their application. This information includes:**

* **the type of work (i.e., specific nature of the clinical practice)**
* **the location(s) where it was performed**
* **the number of hours completed**

*~~(vi)~~****(v)* Applicants for Clinical Course Directorships will be expected to possess and/or maintain the currency component of the posted Required Qualifications.**

**Approved leaves will have the requirement for 144 hours reduced by 3 hours per leave week for approved leaves of up to six months. For leaves of between six months and one year, the currency requirement will be waived for the subsequent academic session. It is understood that employees, upon returning from an approved leave will in the waived academic session take the necessary steps to confirm or re-attain the currency requirements prior to the onset of the subsequent academic session.**

*[...]*

12.04.1

Preamble: For the purposes of the 2020-2023 collective agreement, recognizing the shared goal of increasing representation in appointments of candidates who self-identify as Indigenous or Racialized the parties have agreed to prioritize appointment of such candidates as set out in 12.04.1(ii).

Appointments shall be made as follows:

*[...]*

(ii) Pool of Candidates with Required and Preferred Qualifications:

(a) Where no appointment is made under (i), then the appointment shall be made from among the candidates with the required and preferred qualifications, according to the provisions of ~~12.04.1(iv) and, for appointment processes commencing subsequent to September 1, 2021, according to the provisions of~~ 12.04.1(ii)(b-f):

(b) Where there is one or more candidates who as per Article 12.06.1 holds incumbency in respect of the course and are in the pool of candidates with required and preferred qualifications and who self-identify as Indigenous or racialized, and

(c) Where the data indicates that the Academic Unit in which the appointment is occurring has not met the threshold targets for representation of Indigenous or racialized as per Article ~~5.03.4~~ **5.03.5**;

(d) Then the appointment to the position shall be made to an Indigenous or racialized candidate; and if there is more than one such candidate the appointment shall be made according to the provisions in Article 12.04.1(iv);

(e) Where such an appointment is made as per (d) and there is a candidate who does not self-identify as Indigenous or racialized and who would have otherwise been appointed to the position by virtue of their seniority and who has incumbency under Article 12.06.**1**~~(1)~~ then such a candidate shall be dealt with under the Letter of Understanding re “Priority for Indigenous or racialized Candidates - Article 12.04.1”.

(f) No grievance will be filed challenging an appointment made under (d).

(iii) Pool of Candidates with Required Qualifications:

Where no appointment is made under Article 12.04.1(ii) because no candidate  **holds incumbency or** has the required and preferred qualifications, then the appointment shall be made from among the candidates with the required qualifications and according to the provisions in Article 12.04.1(iv).

(iv) (a) The candidate with the most experience gained in applicable teaching, demonstrating, tutoring and marking within the University, subject to Articles 12.09 and 12.10, shall be appointed and, where applicable prior experience **(APE) is equal and where the Internal Self-Representation Data indicates that the hiring unit has not met the representation thresholds in Article 5.0.3.4 for Indigenous or Racialized, the candidate who self-identifies as Indigenous or Racialized will be appointed. Where two or more candidates with equal APE self-identify as Indigenous or Racialized,** the candidatewith the desirable qualifications shall be appointed, except in the case of:

[...]

~~(v) Employees will have a cap on the number of appointments they are permitted to accept. The cap will be 5.5 type 1 or equivalent positions in the 12-month period beginning May 1 and 4.5 type 1 or equivalent positions in the fall/winter term. Fractional appointments shall count towards the cap. The Employer will take reasonable steps to identify and remedy breaches of this Article which could include cancelling appointments that put the member over the cap – see Appendix B. The Employer will provide a report on the performance of the cap to the Labour Management Committee in March and June of each year.~~

LONG-SERVICE OVERRIDE:

(b) Where a candidate has a total of at least five years of service in the bargaining unit in each of which they have accrued applicable prior experience for one Type 1 position or its equivalent as provided by ~~12.06~~ ~~(ii)~~ **12.07** and have at least three more years of such service than the number of years of such service of the candidate otherwise entitled to the position as per (iv)(a), they shall be appointed;

*[...]*

12.05 **APPOINTMENTS CAP** ~~INCUMBENCY~~

**Employees will have a cap on the number of appointments they are permitted to accept. The cap will be 5.5 type 1 or equivalent positions in the 12-month period beginning May 1 and 4.5 type 1 or equivalent positions in the fall/winter term. Fractional appointments shall count towards the cap. The Employer will take reasonable steps to identify and remedy breaches of this Article which could include cancelling appointments that put the member over the cap – see Appendix B. The Employer will provide a report on the performance of the cap to the Labour Management Committee in March and June of each year.**

**12.06 INCUMBENCY**

12.06.1 Notwithstanding the required and preferred qualifications, a candidate who has held a given position within the past 36 months shall be deemed to meet both the required and preferred qualifications for the position provided that the nature and/or substance of the course have not been substantially altered. For candidates who are members of the Affirmative Action Pool the latter time will be increased to 42 months. Similarly, on the occasion of an employee returning to the bargaining unit from a contractually limited appointment of more than 36 months, the latter time limit will be increased to 42 months.

12.06.2 A candidate who has had a grievance upheld per ~~12.17.3~~ **12.18.3**, provided that the posting for the appointment grieved did not contain an error and that the successful grievor possesses reasonable qualifications required for the position, shall be deemed incumbent.

*[...]*

12.07 APPLICABLE PRIOR EXPERIENCE

*[...]*

(iv) Effective September 1, 1997 no employee shall accrue applicable prior experience credits of more than three Type 1 or equivalent positions in any academic year (1 September to 31 August). During the period 1 September 1988 to 1 September 1997 that limit is four. Prior to 1 September 1988 there is no limit.

~~NOTE: A possible exception will be the addition of Participation credits, depending upon the agreement of the parties.~~

*[...]*

12.10.1 Experience gained for appointments held while a full-time graduate student employee in Unit 1 shall count as applicable prior experience as defined in Article 12.02.2, including executive service, per Article 15.08.3. Except where provisions of Article ~~12.05.2~~**12.06.2** apply, a candidate for their first appointment to a position in Unit 2 must clearly establish, per Article 12.02.1, their competence and ability to perform the duties and responsibilities of the position. An employee’s Unit 1 Professional Performance and Service File may be used as a source of information in determining competence and ability, in accordance with Articles 8, 12 and 13.

*[...]*

12.16 FOUNDATIONS COURSE DESIGN POSITIONS

*[...]*

12.16.5 Effective September 1, **2024**~~1999~~ 1000-level Foundations tutorials will have a trigger set at **20**~~25~~ and an upper class size limit of **23**~~28~~. 2000-level Foundations tutorials will have a trigger set at **26**~~28~~ and an upper class size limit of **28**~~31~~.

12.16.6 Normally, the size of 1000-level Foundations tutorials shall not exceed **20**~~25~~ at the November 1 count, and the size of 2000-level Foundations tutorials shall not exceed **23**~~28~~ at the November 1 count.

*[...]*

*{!} the two parties signed off on 12.19 on December 20, 2023 {!}*

12.19 APPOINTMENT INFORMATION

If a candidate for a position grieves a decision not to appoint or recommend them for that position, or the union grieves or queries an appointment or recommended appointment, the employer shall provide the union with the name of the appointee, a copy of their curriculum vitae, a copy of their application, **their work history**, and any other non- confidential information that was the basis of the appointment or recommended appointment. The Employer will respond to the query within ten calendar days of the receipt of the query.

*[...]*

12.22 REQUEST TO DESIGN A COURSE

*[...]*

(ii) If the course is new and is offered within **48**~~36~~ months of the approval required by Senate or if the course has been transformed and is offered within **48**~~36~~ months of completion of the transformation of the course into an on-line or blended course, the course designer will be appointed as the course director the first *~~three~~* two times the course is offered within this period if the course is a full course and the first *~~four~~* three times the course is offered within this period if the course is a half course, regardless of the provisions of Articles 11 and 12.

*[...]*

*{!} Further to the agree-to language in 15.10 Participation, below, the Union will withdraw its Policy Grievance with respect to this matter, dated February 3, 2023, subject to the Employer’s agreement to the participation language in Unit 1 and Unit 2 CAs. {!}*

15.10 PARTICIPATION

15.10.1 The Parties agree that the valuable contributions made by CUPE 3903 members be recognized by incorporating them as fully as possible into the decision-making processes of the University.

15.10.2 The Employer agrees to recommend (and to use its best offices to persuade) Senate and the Faculty Councils in which CUPE 3903 Unit 2 members are employed to:

(i) Amend the relevant Senate document(s) to clearly state that ***contract*** ~~part-time~~ faculty are eligible for election to Senate; and

(ii) Establish a process whereby a guaranteed minimum number of Senate seats elected by Faculty Councils will be filled by ***contract*** ~~part-time~~ faculty members. Such minimum will provide significantly greater representation than is the case at present. It will take into account the variation among faculties of their share of elected seats, and the proportion of teaching done by part-time faculty members in the faculty. The recommended minimum will be 25% of elected Faculty Council seats. It is intended that this process will produce its first Senators by August 31, 1993.

15.10.3 The Employer agrees to recommend to (and to use its best efforts to persuade) the appropriate bodies that hiring units in which CUPE 3903 members work include in their Rules of Procedure provisions respecting the participation and privileges of Teaching Assistants and Contract Faculty including, but not limited to:

• attendance as voting members at meetings of the departments in which they are employed;

• service on the appropriate committees of the employing departments.

The employer also agrees to recommend to (and to use its best efforts to persuade) the relevant bodies that consistent rules respecting participation be developed across hiring units (in which CUPE 3903 members have historically done a significant proportion of the work) within a Faculty. It is understood that, in seeking consistency, it is not the intention to reduce the level of participation currently granted in some hiring units to a lowest common denominator.

Where the central administration establishes a Task Force **ad hoc committee or working group whose membership includes full-time union-represented faculty employees**, and the outcome of the deliberations of the Task Force **or ad hoc committee or working group** could potentially or is likely to have a significant and direct impact on bargaining unit work, the employer agrees that at least one member of the Task Force**/ad hoc committee/working group** will be a bargaining unit member selected from among the members of the bargaining unit who have been regularly employed in such work.

~~15.10.4 In the contract year 1998-99, The Vice-President (Academic Affairs) will send to each Faculty a copy of the letter attached as Appendix “I” recommending that they consider motions similar to those that were passed by the Faculty of Arts Council concerning the participation of contract faculty.~~

*{!} delete appendix I {!}*

15.10.5 EXPERIENCE CREDIT FOR PARTICIPATION

~~(i) The parties agree to develop a protocol for the awarding of APE credit for participation, taking into consideration the degree of such participation both in terms of time commitment involved and difficulty of the tasks performed.~~

~~(ii) The parties will consider whether such credit is Cap-exempt in whole or in part~~

**In support of their participation as per Article 15.10.3 above, contract faculty employees in the CUPE 3903 Unit 2 bargaining unit who are elected or appointed to a committee of an academic unit or faculty in which they teach, a committee of Senate, or a Task Force or ad hoc committee or working group as may be established by the central administration will receive APE participation credit as follows:**

**i. Minimum requirement for APE participation credit**

**A minimum of 20 hours of participation as described above in any one contract year is required to be eligible for APE participation credit.**

**ii. Value of APE participation credit**

**20 to 62.5 hours of participation: 1/6 or 0.17 FCE of APE participation credit**

**Greater than 62.5 hours: 1/3 or 0.33 FCE of APE participation credit.**

**iii. In exceptional circumstances involving a higher commitment of time for a particular committee/task force/working group, the employer or the union may recommend participation credit up to a total of 0.5 FCE of APE participation credit to be approved by the Labour Management Committee.**

**iv. Article 12.05 (“Cap”) and Article 12.07 (iv) (“annual accrual of APE”)**

**APE participation credit will be treated the same as other accrued APE in respect of the “cap” pursuant to article 12.05 and the provisions regarding the annual accrual of APE pursuant to Article 12.07 (iv).**

**v. Reporting APE participation credit**

**Contract faculty employees intending to receive APE participation credit for their participation in any contract year will obtain written confirmation of their service, including the hours they are claiming, from the chair of the relevant committee/task force/working group, using the Form set out as Appendix “XX” and will submit their total APE participation credit hours for the contract year, together with written confirmation of their participation from the relevant chair(s), to Faculty Relations and the Union by no later than September 15 immediately following the contract year in question.**

**The union will inform the Employer of any concerns with respect to the number of hours submitted by the contract faculty employee by September 30. After September 30 and by no later than October 23 the Employer will either approve or indicate if it has concerns with respect to the number of hours submitted by the contract faulty employee.**

**vi. Updating Work Histories to incorporate APE participation credit**

**On October 30 and June 30, the Employer will update work histories as required to incorporate the APE participation credit that has been submitted since the last work histories update.**

*[...]*

15.21 PROFESSIONAL EXPENSE REIMBURSEMENT

~~Effective September 1, 2017 the employer will allocate $275,000 for the distribution of a Professional Expense Reimbursement which will be made available to Unit 2 employees on the following basis: $375 for each type 1 or equivalent position (prorated for type 2 or “partial” appointments) to a maximum of $1,125 per year. At the end of each contract year the unexpended portion of these funds shall be rolled over for following years with the following condition: any individual PER allocations which remain unspent after 3 years of initial allocation will be reabsorbed into the fund. The criteria and procedures regarding the administration of the Professional Expense Reimbursement will be subject to the approval of the Labour/Management Committee.~~

**(i) Effective annually on September 1, 2024 the employer will allocate ~~$275,000~~ $300,000 for the distribution of a Professional Expense Reimbursement (“PER”) fund (“PER Fund”).**

**(ii) Employees in the Unit 2 bargaining unit will be eligible for a PER allocation at the rate of $375 for each type 1 or equivalent position (prorated for type 2 or “partial” appointments) to a maximum of $1125 per contract year. PER allocations will be made available to members within 30 days of the start of the term for which the PER has been allocated.**

**(iii) By October 15th and February 15th annually, the employer will inform employees by email of their individual PER allocation and any carry forward per 15.21.4 below.**

**(iv) An employee may carry forward PER funds for up to three years after which any unspent PER funds will be reabsorbed into the PER Fund.**

**(v) The criteria and procedures regarding the administration of the Professional Expense Reimbursement will be subject to the approval of the Labour/Management Committee.**

*{!} see also, Letter of Agreement: Professional Expense Reimbursement below{!}*

*[...]*

ARTICLE 16 – CLASS SIZES

16.05.1 With respect to teaching groups in which students are formally enrolled:

(i) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of ten hours for each block of three students, or portion thereof, exceeding:

• Teaching Group (a): **twenty** ~~twenty-five~~ for a one-hour group, **twenty-five** ~~thirty~~ for a one-and-one-half hour or two-hour group;

• Teaching Group (b): **thirty-five** ~~forty~~;

(ii) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of eleven hours for each block of 3 students, or portion thereof, exceeding:

First year 9-credit Foundations tutorials (g): **twenty** ~~twenty-five~~

Second year 9-credit foundations tutorials (h): **twenty-three** ~~twenty-eight~~

*[...]*

16.05.3 (i) It is understood that the figures specified in 16.05.1(i) are not intended to represent norms in class size;

(ii) In any event, enrolments shall not exceed:

* Teaching Group (a): thirty for a one-hour group, thirty-six for a one-and-one-half hour or two-hour group;
* Teaching Group (b): fifty;
* Teaching Group (c): fifteen for a two-hour or three-hour group;
* Teaching Group (d): thirty per Tutor 2;
* Teaching Group (e): thirty;
* First year 9-credit Foundations tutorials (g): **twenty-three** ~~twenty-eight~~
* Second year 9-credit Foundations tutorials (h): **twenty-six** ~~thirty-one~~

*[...]*

**ARTICLE 27 COMPENSATION FOR RESTRUCTURING**

**Employees in a hiring unit undergoing restructuring will be compensated for loss of work intensity due to this restructuring. In order to be eligible for this compensation, members must meet the following requirements:**

1. **Have a minimum average annual teaching intensity of 1 Type 1 or equivalent positions over the previous 5 contract years,**
2. **Have been offered 2/3 or less of their average number of Type 1 or equivalent positions based on the previous 5 contract year period**
3. **Have applied for bargaining unit positions in accordance with their “normal” historical application profile and shall have been available for appointment to these positions.**

**Members who meet these requirements shall receive a one-time payment of 1/2 of the rate for each position less than their average number of Type 1 or equivalent positions over the previous 5 contract years.**

**For example, if an employee who meets the requirements has an average annual teaching intensity of 3 Type 1 or equivalent positions over the previous 5 contract years and is offered 2 Type 1 or equivalent positions, then the employee will receive 1/2 of the rate for 1 Type 1 or equivalent position.**

*[...]*

LETTERS OF INTENT

*{!} the parties signed off on Letter of Intent 1 on February 2, 2024 {!}*

LETTER OF INTENT 1.

It is agreed that, if the employer publishes a posting circular indicating the positions in Unit 2, clearly identified as such, and identifying, to the extent possible, the course, the classification and reasonable qualifications of the position, the salary, the projected class enrolment (where relevant) and the application deadline, and copies of the circular are posted ~~on bulletin boards~~ **electronically** by the hiring unit, corresponding hiring units and all relevant Graduate Programs within the University (and a copy is forwarded to the union), the provisions of Article 11 shall be deemed satisfied in respect to those positions included in the circular.

**LETTER OF INTENT–IPAL TEAM LECTURERS**

**The parties agree that members assigned sole or principal responsibility for the presentation of courses within the Integrated Physical Activity for Life (IPAL) program within the School of Kinesiology and Health Sciences shall be classified as Team Lecturers (in accordance with article 10.04.2). For the purposes of calculating salary and experience, it is recognized that three 8-week sections of 1.5 student contact hours per week in fall/winter constitute a 0.5 Type 1 position.**

*[...]*

**Letter of Agreement**

**PROFESSIONAL EXPENSE REIMBURSEMENT**

**The Employer agrees that before the expiry of the current Collective Agreement it will implement an automated system to allow members to check the current balance of their accrued Professional Expense Reimbursement funds online.**

**This Letter of Agreement shall be placed in the Unit 2 2023-26 collective agreement booklet and shall form part of the Unit 2 2023-26 collective agreement. It will expire with the expiration of the Unit 2 2023-26 collective agreement and shall be removed from the subsequent renewal collective agreement provided the automated system is functional.**

*[...]*

LETTER OF UNDERSTANDING

PRIORITY FOR INDIGENOUS OR RACIALIZED CANDIDATES –

ARTICLE 12.04.1

[...]

[1.] (b) The Payment will not occur where it results in the Senior Employee being paid

above the rate equivalent to the limits on appointments outlined in ~~12.04.1(v)~~**12.05** in the academic year in which these circumstances occur.

[...]

4. This Letter of Understanding will expire with the commencement of the renewal collective agreement following the ~~2020-23~~ **2023-26** collective agreement, unless this Letter of Understanding is renewed by the parties.

*[...]*

*{!} parties signed off on the LOU Severance on February 2, 2024 {!}*

**LETTER OF UNDERSTANDING SEVERANCE**

Upon application, an individual who meets the following criteria:

• 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.

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.

**For clarity, an individual on an approved leave of absence under the *Employment Standards Act*, 2000 and/or for a Human Rights Code ground (“Protected Leave of Absence”) during the ten-year period preceding the application for severance, will be deemed to meet the teaching intensity requirement for the duration of the Protected Leave of Absence and will be eligible to count the time spent on Protected Leave of Absence as active service in meeting the ten-year eligibility requirement for the purposes of applying for severance.**

*{!} dates in the LOU Mediation - Arbitration below to be determined {!}*

**Letter of Understanding**

**Between York University and** *~~each of~~* **CUPE 3903 Unit***~~s 1,~~* **2** *~~and 3~~*

**Regarding Pilot Project for Mediation - Arbitration**

**For the period from January 15, 2024, to August 31, 2026, the Parties agree to a Pilot Project for a Mediation-Arbitration process for appointment grievances, as set out below.**

**1. Roster: On or before November 1, 2023, the Parties will each propose three Arbitrators to be included on a roster of Mediators-Arbitrators for the purposes of this Pilot Project. By agreement, the parties will determine a list of four Arbitrators by no later than January 12, 2024.**

**2. Expenses: It is understood and agreed that each party shall be responsible for the expenses of their representatives, participants, and witnesses as well as the preparation and presentation of its own case.**

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

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

**5. Referral: A grieving party who wishes to refer appointment grievances 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 twenty-one 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.**

**9. Outcome: The outcome of the mediation-arbitration process will be one of the following:**

1. **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**
2. **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**
3. **No resolution is reached through mediation and the mediator-arbitrator shall have the authority to conduct the arbitration phase on the basis of documents and issue a decision on the grievance in writing within twenty-one days of the conclusion of the mediation-arbitration session.**

*[...]*

**LETTER OF UNDERSTANDING–PKINs**

**Notwithstanding the required and preferred qualifications, a candidate who has held a position as a PKIN instructor within the past 36 months shall be deemed to meet both the required and preferred qualifications for positions in the IPAL program, provided their area of specialization or the courses they have previously taught are reasonably connected to that of the position. For candidates who are members of the Affirmative Action Pool or members of one or more equity-seeking groups, the time will be increased to 42 months.**

**Note for clarity: “reasonably connected” means falling within a general category of body-based or movement practice or skill. For example: pilates, tai chi, ballroom dance, meditation, swimming, yoga, tennis, first aid, etc.**

[...]

APPENDIX B:

YORK UNIVERSITY

CONTRACT TEACHING – OFFER OF APPOINTMENT

[...]

If No and if you accept this offer of appointment, and its terms pursuant to this agreement please complete, sign and promptly return the attached copy of this form to me within the timeframe set out in the collective agreement. If Yes, this offer cannot be accepted by you A No answer is required for this contract to be valid and for you to be able to accept it.

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

*{!} Link to benefit enrolment form to be included.{!}*

**Please note: as per Articles 11.02.1, 16.02, 16.03, 16.05.1, 16.05.2, and 16.06.2 of the Unit 2 Collective Agreement, if your course enrollment for a Course Director (CD) position exceeds 50 students, you have the right to have a marker/grader assigned (or to receive marker/grader funds as additional compensation). Similarly, this assistance/compensation is triggered if your teaching group exceeds the maximums set out in 16.05.**

UNIVERSITY FACULTY RELATIONS

[...]

**APPENDIX XXY**

**WORKLOAD FORM FOR UNIT 2 TYPE 2 POSITIONS**

**Type 2 positions (i.e., Tutor 1, Tutor 2 (Demonstrator: 3 lab hrs/wk), Tutor 6 (Studio Instructor), Visual Arts Tutor 6, Tutor 7 (Miscellaneous), or Instructor (Faculty of Education) positions)).**

**YORK UNIVERSITY**

**[Department & Faculty]**

**Assignment of Duties for Type 2 Positions**

(Copy to Employee, Course Director/Supervisor, Hiring Unit’s Administrative Assistant, and CUPE 3903)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Course Supervisor Course #

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Position Type (e.g., Tutor 2, Tutor 6)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

Section/Tutorial # and No. of students Faculty/Department

Per group (if applicable)

Assigned Duties (as total number of hours)

(Employees need not be assigned duties in all categories)

| **(A) POSSIBLE DUTIES** | **DETAILS** | **HOURS**  First Second (mid-contract)  Meeting Meeting | |
| --- | --- | --- | --- |
| *Tutorial, Lab,*  *Studio Hours* |  |  |  |
| *Lecture Attendance* |  |  |  |
| *Office Hours* |  |  |  |
| *Preparation* |  |  |  |
| *Grading – Assignment/Test #1* |  |  |  |
| *Grading – Assignment/Test #2* |  |  |  |
| *Grading – Assignment/Test #3* |  |  |  |
| *Exam Grading* |  |  |  |
| *Meetings* |  |  |  |
| *Invigilation* |  |  |  |
| *Training (as per Article 10.04.5)* |  |  |  |
| *B) POSSIBLE DUTIES WITH CONSENT* |  |  |  |
| *Lecturing* |  |  |  |
| *Other (Please Detail)* |  |  |  |
| *Other (Please Detail)* |  |  |  |
| **TOTAL HOURS:**  (Max 135 hours for each assignment) | |  |  |

First meeting date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Second meeting date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Employee Signature of Employee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Course Supervisor Signature of Course Supervisor

# 

# Unit 3 (Non-Monetary)

**Unit 3 Article 10, Article 11, Article 15, Letter of Agreement, and Memorandum of Settlement**

**March 12, 2024**

*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.*

**FORMATTING LEGEND:**

* *New counter, with respect to the previous pass of the party*
* **New language relative to CA**
* Agreed upon language
* ***[Date in italics]*** indicates proposal that is unchanged and is being remotivated

**ARTICLE 10 – POSITIONS, EMPLOYMENT COMPENSATION, AND FINANCIAL ASSISTANCE ~~AND RATES OF PAY~~ –**

**10.01 POSITIONS**

10.~~01~~ 01.1 HOURS OF WORK

Employees in the bargaining unit are in graduate assistantships and accordingly are not regularly employed for more than an average of ten (10) hours per week for any period for which they are registered full-time graduate students.

The supervisor and employee shall meet to discuss the assigned duties and responsibilities as soon as possible, but normally no later than 28 days after the start of the contract. This discussion will be confirmed in writing through the completion of the relevant section of the Graduate Assistant Workload Form (Appendix D), copies of which will be provided to the employee and the graduate program director.

The supervisor shall again meet with the employee to discuss the assigned duties and responsibilities. This meeting will normally be held as soon after the midpoint of the contract as possible, and by the end of January in the fall/winter session. This discussion will be confirmed through the completion of the relevant section of the Graduate Assistant Workload Form (Appendix D), copies of which will be provided to the employee and graduate program director.

**~~10.011.1.2 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.~~**

10.~~030~~01.2 POSTINGS

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:

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.

GAship postings shall be clearly labelled as Unit 3 and shall identify:

(i) the duties, responsibilities and tasks;

(ii) reasonable qualifications of the position;

(iii) the number of hours of the GAship;

(iv) **financial value of the contract** Wages as per Article 10.2.1 and Grant In Aid as per Article 10.02.2, **Graduate Financial Assistance as per 10.02.3;**

(v) the start and end date of the GAship;

(vi) application deadline;

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.

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 seek a position.

All appointments shall be made from among the applicants who meet the qualifications.

Hiring Units will make available a common application form or template (hard copy or electronic).

**10.01.3 The employer commits to prioritize the hiring of qualified Master’s students for available GA postings.**

**10.02 REMUNERATIONS**

10.02.1 **SALARY RATES** ~~REMUNERATION FOR GRADUATE ASSISTANTS~~

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).

**~~(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.~~**

**~~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-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.~~**

**~~(a) From September 1, 2022 to August 31, 2023~~**

Employees in the bargaining unit will receive ~~$11,627 ($7,626 in wages and $4,001 grant-in-aid)~~ wages for a 270-hour graduate assistantship according to the **amounts** below, 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.

~~(a) From September 1, 2022 to August 31, 2023: $7,626~~

**(a) From September 1, 2023 to August 31, 2024: TBD**

**(b) From September 1, 2024 to August 31, 2025: TBD**

**(c) From September 1, 2025 to August 31, 2026: TBD**

Employees in the bargaining unit will not work more than the number of hours of their GAship and no employee will be required to work more than 40 hours in any 4-week period except with the employee’s written agreement. Further, employees in the bargaining unit will not work more than the number of hours of their GAship without the employee’s written agreement and the written agreement of the Dean of FGS or his or their designate and any hours worked beyond the number of hours of the employee’s GAship will be paid at a pro-rated hourly rate (i.e. the value of a full GAship divided by 270).

~~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.~~

|  | ~~GA Financial Assistance (2 Terms)~~ | ~~Summer Assistance~~ | ~~Total~~ |
| --- | --- | --- | --- |
| ~~International Student GA~~ | ~~$2,316 (GA in1st year)~~ | ~~$3,000~~ | ~~$5,316~~ |
| ~~$2,764 (GA in subsequent year)~~ | ~~$5,764~~ |
| ~~Domestic Student GA~~ | ~~$1,512 (GA in 1st year)~~ | ~~$3,000~~ | ~~$4,512~~ |
| ~~$1,896 (GA in subsequent year)~~ | ~~$4,896~~ |

~~10.031.3. Postings~~

~~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:~~

~~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.~~

~~GAship postings shall be clearly labelled as Unit 3 and shall identify:~~

~~(vii) the duties, responsibilities and tasks;~~

~~(viii) reasonable qualifications of the position;~~

~~(ix) the number of hours of the GAship;~~

~~(x) the start and end date of the GAship;~~

~~(xi) application deadline;~~

~~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.~~

~~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 seek a position.~~

~~All appointments shall be made from among the applicants who meet the qualifications.~~

~~Hiring Units will make available a common application form or template (hard copy or electronic).~~

10.~~04~~ 02.1 (i) VACATION PAY

All members of the bargaining unit shall be entitled to an additional percent of their wages 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.

10.~~05~~ 02.1 (ii) RECORD OF EMPLOYMENT

Upon termination of employment, the Employer shall issue a Record of Employment in compliance with Service Canada requirements, or within five days, whichever is sooner. Should a paper copy be requested by the employee, one shall be provided within five days of a written request, following the termination of employment.

10.~~06~~ 02.1 (iii) PAYMENT

Remuneration under Article 10.02 shall be paid in equal monthly instalments over the period of the graduate assistantship and a statement of earnings and deductions itemizing the various components of graduate assistant remuneration shall be provided on a monthly basis. When an appointment has not been processed in time to effect payment on the normal payday of the first month, the employer shall make that payment as soon as practicable. An employee may complete a Revenue Canada TD1 form.

10.~~07~~ 02.1 (iv) INTEREST ON FEES

Bargaining unit members who elect payment of fees by payroll deduction shall not be charged any fees for this service. Interest on the outstanding balance will not be applied to the accounts of members who apply for and authorize payment by this method, in writing, on the appropriate form, to be completed in the Faculty of Graduate Studies Office by the required deadline.

No member shall have collective agreement payments which are processed through the student account system (with the exception of graduate financial assistance) reduced by an amount owing without the member’s written permission. The permission form shall inform the employee that they have the right to consult the Union before signing the form.

**10.02.2 Grant-In-Aid**

Graduate students holding a full Graduate Assistantship receive Grant-In-Aid in the **non-taxable** amount ~~of $3,883 in the 2019-2020 contract year~~ set out as follows:

September 1, 2022: $4,001

Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies shall post the Grant-In-Aid monies to a student’s account by no later than the 25th of every month while the student holds the Graduate Assistantship. Grant-In-Aid will be prorated for less than a full Graduate Assistantship. For example, Grant-In-Aid for a half Graduate Assistantship will be half the prevailing amount (e.g., $2,000.50 at the 2022 amount).

**10.02.3 GA Financial Assistance (GFA)**

(i) *Graduate Student Employees Paying Domestic Fees*

Beginning in the fall of ~~2016~~2022, all members of the bargaining unit who ~~are~~ pay domestic ~~students~~ tuition fees shall receive $779~~$708~~ in the fall and winter terms. ~~Effective in the fall of 2017 all employees in the bargaining unit shall receive $723 in the fall and winter terms; beginning in the Fall of 2018 this amount will increase to $739; and beginning in the fall of 2019, this amount will increase to $756. Effective in the fall of 2020 all employees in the bargaining unit shall receive $764 in the fall and winter terms; beginning in the Fall of 2021 this amount will increase to $771; and beginning in the fall of 2022, this amount will increase to $779.~~ Beginning in the fall of ~~2016~~ 2022 all employees in the bargaining unit who in the previous academic year had a GAship shall receive $977~~$888~~ in the fall and winter terms. ~~Effective in the fall of 2017 all employees in the bargaining unit who in the previous academic year had a GAship shall receive $907 in the fall and winter terms; beginning in the fall of 2018 this amount will increase to $927; and beginning in the fall of 2019 this amount will increase to $948. Effective in the fall of 2020 all employees in the bargaining unit who in the previous academic year had a GAship shall receive $957 in the fall and winter terms; beginning in the fall of 2021 this amount will increase to $967; and beginning in the fall of 2022 this amount will increase to $977.~~

(ii) *Graduate Student Employees Paying International Fees*

All members of the bargaining unit who ~~are~~ pay international ~~students~~ tuition fees shall receive $1193~~$1085~~ beginning in the fall of ~~2016~~2022. ~~Effective fall of 2017 all employees in the bargaining unit who are international students shall receive $1108 in the fall and winter terms; beginning in the fall of 2018 this amount will increase to $1132; and beginning in the fall of 2019 this amount will increase to $1158. Effective fall of 2020 all employees in the bargaining unit who are international students shall receive $1170 in the fall and winter terms; beginning in the fall of 2021 this amount will increase to $1181; and beginning in the fall of 2022 this amount will increase to $1193.~~ Starting in the Fall of ~~2016~~ 2022 all employees in the bargaining unit who ~~are~~ pay international ~~students~~ tuition fees and who in the previous academic year had a GAship shall receive $1424~~$1295~~ in the fall and winter terms. ~~Beginning in the fall of 2017 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive $1322 in the fall and winter terms; be-ginning in the fall of 2018 this amount shall increase to $1351; and beginning in the fall of 2019 this amount will increase to $1382. Beginning in the fall of 2020 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive $1396 in the fall and winter terms; beginning in the fall of 2021 this amount shall increase to $1410; and beginning in the fall of 2022 this amount will increase to $1424.~~

**~~10.2.7.3 Employees in the Unit 1 bargaining unit receive any graduate financial assistance through the Unit 1 collective agreement and accordingly are not eligible for any Unit 3 GA financial assistance under this Article.~~**

(iii) The Faculty of Graduate Studies will make best efforts to post the GA Financial Assistance (GFA) to students’ accounts within six weeks of the start of the relevant term*.*

**~~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.~~**

**10.02.4 Summer Assistance**

Bargaining unit members assigned a ~~g~~Graduate ~~a~~Assistantship in the fall/winter session **~~of 2011-2012~~**(September 1 to April 30) and who are registered full-time in summer will receive GA summer assistance in the immediately following summer term (May 1 to August 31) of that year in the amount of **$3,000.~~$1,200~~. ~~This amount will be increased to $1,300 for the summer 2013 and increased to $1750 for the summer 2014. Effective May 1, 2015 this amount will be increased to $3000.~~**

10.02.5 Pursuant to Articles **10.2.6** (Grant-In-Aid), **~~10.08~~10.2.7** (GA Financial Assistance) and **~~10.09~~10.2.8**(Summer Assistance) ~~below~~ above, **and Article 20 (GA Bursary Fund) ~~eligible~~** employees **who are not in the priority pool** holding a Graduate Assistantship **in any term** who are registered full time and pay fees **~~in the Fall, Winter and Summer Terms in the 2019-20202022-2023 academic session~~** will receive, in addition to their Graduate Assistantship salary, non-taxable funding up to the amounts set out in the table below:

|  | **GA Financial Assistance (2 Terms)** | **Grant-In-Aid** | **Summer Assistance** | **Total** |
| --- | --- | --- | --- | --- |
| **Domestic Student GA** | ~~$1,1512~~$1,558 (GA in 1st year) | $4,001 | $3,000 | ~~$4,512~~$8,559 |
| ~~$1,896~~$1,954 (GA in subsequent year) | ~~$4,896~~$8,955 |
| **Paying International fees** | ~~$2,316~~$2,386 (GA in 1st year) | $4,001 | $3,000 | ~~$5,316~~$9,387 |
| ~~$2,764~~$2,848 (GA in subsequent year) | ~~$5,764~~$9,849 |

**10.02.6 Funding commitment for priority pool members**

**Bargaining unit members who are part of the priority pool (see article 12.03 of the Unit 1 collective agreement) will receive their funding commitment adjustments in equal monthly installments and be refunded to the member’s bank account by the 25th of each month.**

*{!} MOVED TO ARTICLE 11 {!}* **~~10.11 02.7 RESEARCH COSTS FUND~~**

**~~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.~~**

**~~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.~~**

*{!} MOVED TO ARTICLE 11 {!}* **~~10.12 02.8 TUITION COSTS FUND~~**

**~~The Employer shall transfer $12,500 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/ conferences related to their employment. Any unexpended monies shall be retained in the Fund.~~**

**~~The Tuition Costs Fund shall be administered by the Professional Development Fund Committee of 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 30~~~~th~~~~of each year.~~**

**ARTICLE 11 – GENERAL**

***{!} parties signed off on 11.05.4 December 20,2023 {!}***

11.05.3 EXECUTIVE SERVICE

*[...]*

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 which they held in the previous academic year.

**11.~~11~~ 12 RESEARCH COSTS FUND**

**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.**

**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.**

**11.~~12~~ 13 TUITION COSTS FUND**

**The Employer shall transfer $12,500 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/ conferences related to their employment. Any unexpended monies shall be retained in the Fund.**

**The Tuition Costs Fund shall be administered by the Professional Development Fund Committee of 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.**

**ARTICLE 15 – ~~ASSIGNMENTS~~ APPOINTMENTS**

*[...]*

15.02 ~~WRITTEN NOTICE OF ASSIGNMENT~~ OFFER OF APPOINTMENT

When a full-time graduate student is hired for a full graduate assistantship, it is understood that they ~~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, the work requirements shall be adjusted accordingly.

~~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.~~

Anyone assigned to positions three weeks after the deadline for registration will have GA hours proportionally reduced without any reduction in pay.

**15.02.1 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.**

**15.02.2**

**(i) When practicable, offers of appointment for the Fall/Winter session will be issued by July 7.**

**(ii) When practicable, offers of appointment for the Winter session will be made by December 1.**

**(iii) When practicable, offers of appointment for the Summer Session will be made by April 1.**

**[...]**

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

Dear : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I am pleased to offer you an appointment as a Graduate Assistant as outlined below:

1. Position Title: Graduate Assistant Hours\*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Note: a Graduate Assistant must have a minimum of 135 hours.

Graduate Assistant Supervisor:

Graduate Assistant’s Graduate Program:

Faculty:

Session \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wages\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vacation Pay\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Grant in Aid\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*The general terms and conditions of your appointment, including salary, are as set out in the current collective agreement between York University and the Canadian Union of Public Employees, Local 3903 Unit 3. In particular please read Article 10.01 for elaboration on your graduate assistantship and hours of work.

**Please note:** Employees in the Unit 1 bargaining unit receive graduate financial assistance through the Unit 1 collective agreement and accordingly are not eligible for Unit 3 GA financial assistance under Article 10.08.

If you accept this offer of appointment, please complete, sign, and promptly return the attached copy of this form to me.

Yours Sincerely, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Supervisor

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.

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.**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

surname given name

Address Postal Code

Emergency Contact \_\_\_\_\_\_\_\_\_\_\_

name relationship telephone (home & bus.)

Social Insurance Number Sex Date of Birth mm dd yy

Bank (Name, Branch & Address)

Account #

Country of Birth Current Citizenship

Work Visa Expiry Date

I understand that as a full-time graduate student, I am permitted to work no more than an average of ten hours per week.

I confirm the accuracy of the above information and accept the terms of the appointment as stated.

Applicant’s Signature

**PLEASE NOTE: FOR FALL/WINTER OFFERS OF APPOINTMENT, INDIVIDUALS WHO DO NOT RETURN THIS SIGNED-BACK OFFER OF APPOINTMENT BY SEPTEMBER 3 FOR PAYROLL PROCESSING MAY NOT BE PAID UNTIL THE OCTOBER 25 PAY DATE.**

**If you are a person with a disability and wish to discuss workplace accommodation please contact the University’s Employee Well Being Office:** [**https://thecentre.yorku.ca/resource/health-safety-well-being/**](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 3 see link below:** [**https://www.yorku.ca/labour/wp-content/uploads/sites/105/2023/09/Unit-3-CA-2020-2023-FINAL-06-06\_2.pdf**](https://www.yorku.ca/labour/wp-content/uploads/sites/105/2023/09/Unit-3-CA-2020-2023-FINAL-06-06_2.pdf)

**LETTER OF AGREEMENT**

**GRADUATE ASSISTANT TRAINING FUND**

1. **Effective September 1, 2024, 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 faculty member or course director. In every academic year, 80 individual allocations to faculty members or course directors who make an application under this fund will be provided, covering the full cost of hiring the selected Graduate Assistant.**
2. **In order to receive the GAT Funds, *~~principal investigators, hiring units, or organized research units must~~ faculty members and course directors must:***
   1. **Commit to hiring a Graduate Assistant to have the GAT Fund provisionally identified for their use.**
   2. **Commit to prioritizing the hiring of qualified Master’s students where available.**
   3. **Have executed a contract for a Graduate Assistant to receive the GAT Fund award.**
3. **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, 2024.**
4. **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 2 a, b, and c above. The allocation process is as follows:**
   1. **An invitation to apply for the GAT Fund will be issued from the Faculty of Graduate Studies (“FGS”) to all faculty members and course directors with the advice that the GAT Fund is first come, first serve.**
   2. **Faculty members and course directors will be required to complete an application form and submit the form to FGS.**
   3. **FGS will review applications for eligibility.**
   4. **Successful applicants shall execute a contract for a Graduate Assistant.**
   5. **Following the execution of the contract between the successful applicant and the Graduate Assistant, FGS shall transfer funds to the successful applicant.**
5. **GAT Funds per this letter will be distinct from the allocations made pursuant to the Memorandum of Settlement on the mismanagement of GAT Funds within the 2017-2022 and 2020-2023 collective agreements.**
6. **GAT Funds will not be used to offset the cost of a GAship offered as a workplace accommodation.**

***Note: Agreement to this proposed Letter of Agreement is conditional upon the resolution of the Union policy grievance dated October 17, 2023, alleging a violation of Articles 1, 2, 3, 10, 14, the “Letter of Understanding: Graduate Assistant Training Fund.”***

[...]

**MEMORANDUM OF SETTLEMENT**

**GRADUATE ASSISTANT TRAINING FUND GRIEVANCE**

**WHEREAS the Employer misinformed the Union of the cost of hiring a Graduate Assistant within Unit 3 in the bargaining rounds of the 2017-2020 and 2020-2023 Unit 3 Collective Agreements;**

**AND WHEREAS during the contract years of 2021-2022 and 2022-2023, the Employer distributed the total value of the Graduate Assistant Training (GAT) Fund of $152,300 to faculty members without any funds being used to hire Graduate Assistants;**

**AND WHEREAS the Union and its members were unable to receive the benefit of the GAT Fund in a manner consistent with the Collective Agreements;**

**AND WHEREAS the Union filed a policy grievance dated October 17, 2023, alleging a violation of Articles 1, 2, 3, 10, 14, the “Letter of Understanding: Graduate Assistant Training Fund” and any other relevant articles of the YORK- CUPE 3903 Unit 3 Collective Agreement, the Labour Relations Act and any other relevant statutes concerning the 2020-2023 YORK- CUPE 3903 Unit 3 Collective Agreement;**

**AND WHEREAS the Union filed a policy grievance dated October 18, 2023, alleging a violation of Articles 1, 2, 3, 10, 14, the “Letter of Understanding: Graduate Assistant Training Fund” and any other relevant articles of the YORK- CUPE 3903 Unit 3 Collective Agreement, the Labour Relations Act and any other relevant statutes concerning the 2017-2020 YORK-CUPE 3903 Unit 3 Collective Agreement (known collectively as “the Grievances”);**

**AND WHEREAS the parties wish to fully and finally resolve the Grievances;**

**NOW THEREFORE on a without prejudice or precedent basis, the parties agree as follows:**

1. ***~~The Employer shall make a public declaration acknowledging that it misled both the Union and the wider York Community regarding the financial implications of hiring a Graduate Assistant, thereby leading to the mismanagement of the GATF.~~***
2. ***~~The Employer shall remit a penalty amounting to $50,000 to the Master’s Bursary Fund. FGS will dispense a $2000 award from the Master’s Bursary Fund for non-priority pool Unit 3 bargaining unit members who receive a Graduate Assistantship, until such a time that the $50,000 has been expended.~~***
3. **The University shall distribute the amount of $152,300 in the following manner:**

**a. The total sum of $152,300 shall be split equally between the next four GAT Fund calls starting in September 2024.**

**b. Firstly, the Employer shall issue an open invitation to all faculty members and course directors following the timelines in section 5 of this Memorandum of Settlement, encouraging faculty members and course directors to apply for the GAT Fund to fully finance the employment of a 0.5 or 1.0 Graduate Assistantship. Allocation of these awards shall adhere to the “first come, first served” principle.**

**c. Secondly, should there be residual funds in the GAT Fund after the open calls, the Employer shall dispatch another open call in the following academic term to all faculty members and course directors inviting further applications for available funding in accordance with the timelines outlined below in section 5.**

**d. Thirdly, should any funds remain unallocated following these calls, such residual amounts will be carried forward into the subsequent academic year(s). These funds will then be supplementary to the annual allocation for the GAT Fund as stipulated in the Collective Agreement.**

1. **The Employer explicitly agrees to the following provisions:**

**a. Each academic year, a minimum of 80 allocations will be made available to faculty members and course directors, with the employer covering the full cost of each allocation.**

**b. The $152,300 allocated due to the Employer’s mismanagement of the GAT Fund is distinct from the 80 Graduate Assistantship positions specified annually. Consequently, this amount is not intended for financing the hiring of Graduate Assistants within the agreed-upon quota of Graduate assistant positions outlined in the Collective Bargaining Agreement between both parties.**

**c. The University will also 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, 2024.**

1. **To receive the GAT Fund,** ***~~principal investigators, hiring units, or organized research units must~~*** ***faculty members and course directors must:***:

**a. Commit to hiring a Graduate Assistant to have the GAT Fund provisionally identified for their use.**

**b. Commit to prioritizing the hiring of qualified Master’s students where available.**

**c. Have executed a contract for a Graduate Assistant to receive the GAT Fund award.**

1. **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 based on the criteria for receiving funds per sections 5 a, b and c above. The allocation process is as follows:**

**a. An invitation to apply for the GAT Fund will be issued from the Faculty of Graduate Studies (“FGS”), with the advice that the GAT Fund is first come, first serve, on or before October 1st for the first call and February 1st for the second call.**

**b. Applicants will be required to complete an application form and submit the form to the FGS.**

**c. The FGS will review applications for eligibility.**

**d. Successful applicants shall execute a contract for a Graduate Assistant before January 15 for the first call and June 30 for the second call.**

**e. Following the execution of the contract between the successful applicant and the Graduate Assistant, FGS shall transfer funds to the successful applicant.**

**f. 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.**

1. **The GAT Fund will not be used to offset the cost of a Graduate Assistantship offered as a workplace accommodation.**
2. **In consideration of the above, the Union withdraws and will not refile the Grievances.**