***Changes to April 13 pass are marked in bold, italicised red text*** *~~or with red, italicized strikethrough~~*

**April 14, 2024 Union Without Prejudice or Precedent Framework for Settlement**

**IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT FOR UNIT 1**

B E T W E E N:

**YORK UNIVERSITY**

**(the “Employer”)**

**- and –**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903**

**(the “Union”)**

**MEMORANDUM OF SETTLEMENT FOR A RENEWAL**

**COLLECTIVE AGREEMENT – UNIT 1**

1. This Memorandum of Settlement is tabled without prejudice to the employer’s tabling of amended or new proposals in the course of continued collective bargaining.
2. The term of the renewal collective agreement shall be from September 1, 2023, to August 31, 2026, and shall have no retroactive effect whatsoever other than as expressly set out herein.
3. Employees in the bargaining unit as of the date of ratification will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, 2023 up to the date of ratification and what they would have received during the same period of time had the wage ***and*** Grant-in-Aid*~~, and Graduate Financial Assistance~~* rates been increased effective September 1, 2023 by **3.10%**. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.
4. The renewal collective agreement shall be in the same form as the predecessor 2020-23 Collective Agreement other than as modified by Schedule “A”, “B”, “C” “D” and “E” to this Memorandum of Settlement.
5. The Union reserves the right to withdraw or amend any or all proposals set out at Schedule “A”, “B”, “C” “D” and “E” if all items not agreed to.
6. All other proposals not included in the final form of this Memorandum of Settlement are withdrawn.
7. The final form of the renewal collective agreement is subject to a housekeeping review including, for example, consecutive numbering of all Articles and numerical consistency in references to Articles throughout the collective agreement.
8. Article numbers set out in Schedules “A”, “B” and “C” and “D” below are taken from the 2020-23 Collective Agreement and are subject to change in accordance with agreements reached in Schedule “E”.

 Date in Toronto on April 14, 2024

For the Union: For the Employer:

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

Dan Bradshaw,

Assistant Vice-President,

Labour Relations

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ “Leanne De Filippis”\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ “Kaylie Gordon” \_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ “Gerald Audette”\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ “Karin Page Cutrara”\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_ “Winnie Ho”\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_ “Victoria Italiano”\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ “Lyndon Martin” \_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ “David Mutimer”\_\_\_\_\_\_\_

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

**Proposal Regarding Bill 124 Wage Re-Opener**

1. 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, the Union is seeking mutual agreement on any Bill 124 re-opener issues for the 3-year moderation period from September 1, 2020, to August 31, 2023, in the context of negotiations for a multi-year renewal collective agreement on compensation issues from September 1, 2023, onward.

2. Moderation Period Pay Increases:

1. Effective September 1, 2020, retroactive increase to Article 10.04.1 (Salary Rates), Article 10.03.1 (Grant-In-Aid), Article 10.12 (Graduate Financial Assistance) and Article 15.04.1 (Authorized Replacement) of 1.70% *~~2.65%~~*.
2. Effective September 1, 2021, retroactive increase to Article 10.04.1 (Salary Rates), Article 10.03.1 (Grant-In-Aid), Article 10.12 (Graduate Financial Assistance) and Article 15.04.1 (Authorized Replacement) of 2.00% *~~2.90%~~*.
3. Effective September 1, 2022, retroactive increase to Article 10.04.1 (Salary Rates), Article 10.03.1 (Grant-In-Aid), Article 10.12 (Graduate Financial Assistance) and Article 15.04.1 (Authorized Replacement) of 3.00% *~~3.15%~~*.

3. Employees in the bargaining unit **at the date of ratification who held appointments during the moderation period,** will receive a lump sum payment less applicable deductions required by law calculated based upon the agreed-upon across-the-board retroactive increases to **salary,** and **Grant-in-Aid (**GIA**)**, and their effective dates. *~~This payment~~* **These payments will be effective on the commencement of a pay period following the date of ratification of the renewal collective agreement and made on a regular pay date within sixty (60) days of the first pay date after the ratification**~~, in an amount equivalent to the difference between the wages they received from September 1, 2020, up to the date of August 31, 2023. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification~~ of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.

After completing payments to current employees, the University will notify former employees **who held appointments during the moderation period, by regular mail and email (if available)** using the last contact information on file and will provide **~~sixty (60)~~  ninety (90)** days for the former employee to provide confirmation of either the banking information on file or other banking information to facilitate a lump-sum payment to them. **The Employer will provide the Union with a list of former employees who have not responded within forty-five (45) days of the issuance of the notification.** For clarity, it is agreed that any retroactive increases to **~~wages~~ salary** and **Grant-in-Aid (**GIA**),** for any year of the moderation period as agreed to by the parties, applies to former and current employees in the bargaining unit.

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

**Proposals Regarding Salary, Grant-In-Aid, Graduate Financial Assistance**

1. **Article 10.04.1 (Salary Rates) and Article 15.04.1 (Authorized Replacement)**

Increase salary rates in 10.04.1 and authorized replacement rates in 15.04.1 by

* 3.10%effective September 1, 2023;
* 2.85% September 1, 2024;
* 2.85%September 1, 2025.

1. **Article 10.03.1 (Grant-In-Aid)**

Increase Grant-in Aid rates by

* 3.10%effective September 1, 2023;
* 2.85% September 1, 2024;
* 2.85%September 1, 2025.
1. **Article 10.12 (Graduate Financial Assistance)(Union Counter, April 13, 2024 at 11:59 PM)**

**Increase GFA rates for the renewal period by an amount equivalent to the across-the-board increases for the moderation and renewal periods, plus a supplement to address the high cost of living faced by graduate students in the Greater Toronto Area:**

**Increase GFA as follows (dollar amounts listed below are to be paid once per term):**

**For graduate students paying international tuition fees:**

| **Effective Date** | **GFA Rate** |
| --- | --- |
| **September 1, 2024** | **$1,516** ~~$2,956~~ **(to end of first year in Priority Pool)****$1,808** ~~$3,618~~ **(second year or later of Priority Pool)** |

**For graduate students paying domestic tuition fees:**

| **Effective Date** | **GFA Rate** |
| --- | --- |
| **September 1, 2024** | **$894** ~~$1,742~~ **(to end of first year in Priority Pool)****$1,120** ~~$2,181~~ **(second year or later year of Priority Pool)** |

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

**Agreed to Items**

1. Article 1.02 – Definitions
2. Article 4.01 – Discrimination
3. Article 4.03 – Sexual & Gender Harassment
4. Article 4.04 – Racial & Ethnic Harassment
5. Article 4.06 – Printing Collective Agreement
6. Article 5.01.1-5.01.3 – Labour Management Committees ***[signed off 2024-03-06]***
7. Article 5.03.4 – Use and Reporting of Data
8. Article 5.03.5 – Underrepresentation
9. Article 6 – Grievance Procedure *[Agreed to April 13]*
10. Article 7 – Arbitration
11. Article 8 – Discipline
12. Article 10.02.4 – Workload
13. Article 10.04.4 – Tutor 3 Definition
14. Article 10.09 – Vacation Pay
15. Article 10.12 – Graduate Financial Assistance
16. Article 12.01.4 – Appointments
17. Article 12.04.1 – Appointment Information
18. Article 12.07.1 – Written Offer of Appointment
19. Article 15.09 Code Based Extension Requests *[Agreed to April 12]*
20. Article 15.13.2 – 15.13.4 – Childcare Fund *[Agreed April 14]*
21. Article 15.14 – Graduate Student Bursary Fund *[Agreed April 14]*
22. Article 15.16 – Professional Development Fund
23. Article 15.20 – UHIP Fund*[Agreed April 13]*
24. Article 15.22 – Equity Fund
25. Article 15.24 – Fund Protection
26. Article 15.27 (CUPE 3903 BENEFITS FUND) *[Agreed April 14]*
27. Article 15.30 – Support for Racialized Members *[Agreed April 13]*
28. Article 15.31 – Mentoring Fund *[Agreed April 13]*
29. Article 17.06 – Pregnancy Leave
30. Article 17.07 – Paid Care-Giver Leave
31. Article 17.08 – Paid Adoption Leave
32. Article 17.09 – Unpaid Parental Leave
33. Article 17.10 – Supplemental Benefits
34. Article 19.01 – Duration of the agreement
35. Article 20 – Ways and Means Fund *[Agreed to April 14]*
36. Letter of Intent #1
37. Letter of Understanding – Representation Thresholds *[updated agreed to April 14]*
38. Letter of Agreement – Workplace Accommodation *[Agreed to April 10]*
39. Letter of Understanding – Graduate Student Bursary Fund *[Agreed April 13]*

**Note**: *All existing collective agreement language not captured by the changes to the articles below is retained (stet).*

# **ARTICLE 1 – PURPOSE AND DEFINITIONS**

* 1. **Definitions**

**1.02.1 Definition of Day**

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

1. **The language of the Collective Agreement specifies “Working Days”; or**
2. **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**

* 1. […]

The Employer will provide reasonable accommodations as required for persons with disabilities. Proposed **Accommodated** Work ~~Accommodation~~ Plans will normally be implemented within thirty (30) days following the provision of all necessary medical documentation and developed with the participation of the employee with the goal of addressing the barriers, restrictions and/or limitations to the employee’s performance of the essential duties of their position.

[...]

* 1. SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT
		1. […]
1. to discipline, where appropriate, an employee- ~~harasser~~ **respondent** pursuant to the provisions of Article 8.

[…]

* + 1. On receipt of a complaint of sexual and/or gender harassment from **or against** an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow **the** University ***Human Rights Policy and*** *Procedures* **(the “Procedures”),** to address the complaint [~~https://www.yorku.ca/secretariat/policies/policies/human-rights-policy-and-procedures/~~](https://www.yorku.ca/secretariat/policies/policies/human-rights-policy-and-procedures/), **subject to the provisions of the Collective Agreement.**

On a semi-annual basis the Employer will provide the union with a report of the number of members who have made complaints of sexual and/or gender harassment.

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

* + - 1. ~~the complainant-employee may grieve a decision not to separate the parties;~~
			2. ~~the complainant-employee, or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties, they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.~~
		1. ~~Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the~~ **~~Employer’s~~** ~~decision by the employee.~~

4.03.**5**~~6~~ When a grievance [...]

4.03.**6**~~7~~ Separation of Complainant and ~~Alleged Harasser~~ **Respondent**

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

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

* + - 1. **the complainant-employee~~,~~ may grieve a decision not to separate the parties;**
			2. **the employee, whether complainant or respondent, may grieve if they believe that in consequence of the arrangement for separation of the parties, they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.**

**4.03.7 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the Employer’s decision by the employee.**

[...][Renumber subsequent articles as necessary]

4.03.12 Reprisal

No ~~person~~ **employee** shall be penalized in employment for bringing forward a grievanceor complaint in good faith, or for cooperating in the resolution or investigation of any complaint.

4.04 RACIAL AND ETHNIC HARASSMENT

* + 1. The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language ~~(subject to Article 12.02.1)~~, race, colour, ethnicity, ancestry, place of origin, nationality, and/or religion, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial and ethnic harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in their student status or employment status as a result of suffering work- related racial or ethnic harassment.

 In keeping with this objective, the parties agree:

1. to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion.
2. to co-operate with the Centre for Human Rights, Equity and Inclusion in the development of educational programs for CUPE 3903 members and contract administrators;
3. to follow the procedures set forth in this article respecting the resolution of a racial/ethnic harassment dispute.

The employer further agrees:

1. to initiate and support educational and research programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community; and
2. to discipline, where appropriate, an employee~~-harasser~~ **respondent** pursuant to the provisions of Article 8.

[...]

4.04.3 On receipt of a complaint of sexual and/or gender harassment from **or against** an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow **the** University **Human Rights Policy and** Procedures **(the “Procedures”),** to address the complaint, **subject to the provisions of the Collective Agreement.**

On a semi-annual basis the Employer will provide the union with a report of the number of members who have made complaints of racism and/or ethnic harassment.

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

~~(i) the complainant-employee may grieve a decision not to separate the parties;~~

~~(ii) the complainant-employee or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.~~

**4.04.4 Separation of Complainant and Respondent**

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

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

**(i) the complainant-employee may grieve a decision not to separate the parties;**

**(ii) the employee, whether complainant or respondent, may grieve if they believe that in consequence of the arrangement for separation of the parties, they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.**

4.04**.6**~~5~~  Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the **Employer’s** decision by the employee.

[...]

~~4.04.7 Separation of Complainant and Alleged Harasser~~

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

[...][Renumber subsequent articles as necessary]

4.04.12 Reprisal

No ~~person~~ **employee** shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.

[...]

* 1. PRINTING AGREEMENT
		1. The Employer shall prepare the final form of this agreement for approval of the parties prior to printing. The Employer shall assume responsibility for the printing ~~and distributing to all bargaining unit members and the Union~~**~~,~~ and distribution of the agreed to number** of sufficient copies of the agreed upon final form of this agreement. The parties agree to share equally the costs of printing the agreement. The Employer is also responsible for ensuring that members with visual impairments have access to the collective agreement in an appropriate and accessible format.
		2. The Union shall be responsible for translating the collective agreement into French and printing sufficient copies of the translated agreement for its bilingual and Francophone members and the employer. The Employer agrees to bear one-half the cost of translating the agreement to a maximum of $5000. The Employer also agrees to bear one-half the cost of printing and distributing **a maximum of** 100 copies of the translated agreement.

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

**ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES**

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~~ **five** representatives from each party**, inclusive of CUPE 3903 staff representatives and Employer Office of Labour Relations representatives. Each party shall inform the other of the names of the five representatives prior to the first Labour/Management committee meeting of the contract year**.

**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.~~ **As appropriate, either party may also propose to the other that guests with relevant knowledge or expertise attend to speak to specific agenda items with advance notice to the other party**.

[...]

5.0.3.4 Use and Reporting of Data

(1) The following data establishes the foundation which the parties will rely on for decision-making in support of the mandate set out at Article 5.0.3.1(c):

* + - 1. External Availability Data.
			2. Internal Self-identification Representation Datafor the most recent consecutive three contract years for which the data is available as of the November 1 preceding the contract year for which appointment decisions will be made.
			3. Internal Self-identification Representation Data available as of November 1 each year correlated with employment-related information, including number of positions held, position type, and salaries, per Article 5.03.1(**e**~~d~~).

[…]

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

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

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

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

* + 1. **Underrepresentation**

 […]

1. 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 Datafor Canada as a whole, underrepresentation shall be understood to mean ~~fewer~~ **a lower percentage of** employees who identify as belonging to one or more of the **Employment** Equity Groups than **is accounted for by** the External Availability Datafor Toronto~~.~~ **and the External Availability Data for Canada as a whole, whichever is higher. Since there is no External Availability Data for persons with disabilities, the parties will refer to the Statistics Canada Employment Equity Occupational Group ‘Professionals’ data for persons with disabilities.**

 […]

~~Representation data for persons with disabilities is not available either for Toronto or nationally~~ **Persons with Disabilities: 8.9% \*as of November 2023**

**ARTICLE 6 – GRIEVANCE PROCEDURE** *[Agreed April 13 PM]*

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.

1. 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.
2. 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 **calendar** 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. I~~

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

6.04 STEP **ONE**~~TWO~~: If the ~~grievance~~ **matter** is not resolved **through informal resolution** ~~at Step One, or where Step One is not exercised~~, it shall be set forth in writing **as a grievance**, be signed by the grievor and a union representative and given to their Chair or equivalent within **the** **twenty-eight** ~~fourteen~~ calendar day **period stated at Article 6.01 (ii) and (iii)**. 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.

* 1. STEP **TWO** ~~THREE~~: If the grievance is not resolved at Step **One** ~~Two~~, ~~the Grievance Committee shall submit the grievance to the Dean of the faculty in question within seventeen calendar days of the date of the Step Two reply.~~ **the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate within seventeen calendar days of the date of the Step One reply.** The Dean or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance and shall give their reply, in writing, within ~~ten~~ **twenty-one** calendar days after that meeting.
	2. ~~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.~~
	3. If the grievance is not settled at ~~Step Four~~ **Step Two**, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the ~~Office of the Executive~~ Director, Faculty Relations **or designate** within twenty-eight calendar days after receipt of the employer’s written reply as required in Step **Two** ~~Four~~. 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~~.
	4. Subject to Article ~~6.14~~**6.13**, the parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If at **any** **Step** ~~Steps Two and Three~~, the Employer’s representative fails to give their written answer within the required time limit, the union and the employee may file the grievance at the next Step at the expiration of such time limit. If the employee or the Union fails to follow the Grievance Procedure in accordance with the required steps, time limits and conditions the grievance shall be deemed withdrawn.
	5. GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step ~~Two~~ **One** if the employees are all employed within a single hiring unit, or at Step ~~Three~~ **Two** if employed in different hiring units, **subject to the time limits set out in 6.01 above.** ~~or at Step Four if employed in different faculties~~.
	6. POLICY GRIEVANCE: A policy grievance, defined as involving question of general application or interpretation of this agreement, ~~may~~ **will** be initiated by the union at Step ~~Three or Step Four, as appropriate~~ **Two,** subject to the time limits set out in 6.01 above.
	7. UNION GRIEVANCE: The union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the union, and to seek adjustment with the employer in the manner provided for in this article. Such grievances may be initiated at Step ~~Three~~ **Two, subject to the time limits set out in 6.01 above.**
	8. 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.
	9. 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 **matters at the informal resolution stage or of** grievances at Steps One and Two shall not prejudice the position of the employer or the union with respect to other grievances.
	10. 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.
	11. In exceptional circumstances, the union may apply to the ~~Office of the Executive~~ Director, **Faculty Relations** for expedited processing of a grievance. ~~The Office of the Executive~~ Director, Faculty Relations or designate shall respond to this application within seven calendar days. When it is agreed that circumstances warrant it, the parties can agree to commence the grievance procedure at Step **Two** ~~Four~~. Time limits set out in Article 6.01 above apply after the union has received the response from the ~~Office of the Executive~~ Director, Faculty Relations.
	12. 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.
	13. The parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the grievance(s) shall only be made available on a need to know basis. The parties further agree that a publication of a summary of the grievance(s) in a union newsletter shall not violate the principle of confidentiality.
	14. No bargaining unit member in a supervisory capacity will be required to hear or attend the grievance hearings of another employee. The member in the supervisory capacity shall suffer no penalty in their employment or academic standing for exercising their rights under this article. In no way does this provision relieve the bargaining unit member of any other supervisory duties and responsibilities.
	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.
	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.
	17. Grievances concerning harassment, discrimination, or disability may be initiated at Step **Two** ~~Four~~.

**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 parties cannot agree upon the selection of the Chair within twenty-one days, either party may request the Minister of Labour for the Province of Ontario to appoint an impartial third member as Chair.~~

7.0**2**~~4~~ 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.

7.0**3**~~5~~ The ~~Board of Arbitration or single~~ Arbitrator shall have no authority to add to, subtract   from, modify, change, alter or ignore in any way the provisions of this agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the parties have expressly agreed, in writing, to give it or their specific authority to do so or to make an award which has such effect.

7.0**4**~~6~~ Notwithstanding Articles ~~6.08 and 6.14~~ **6.07 and 6.13**, both parties agree that if an Arbitrator determines that the union has shown reasonable cause for a violation of time limits, the Arbitrator may hear the grievance.

7.0**5**~~7~~ 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.

7.0**6**~~8~~ 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.

7.0**7**~~9~~ 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.

7.0**8**~~10~~ The parties agree that an ~~Board of Arbitration or single~~ Arbitrator shall have the authority to resolve any matter referred pursuant to Article **10.04.4**~~10.04.2~~.

**ARTICLE 8 – DISCIPLINE**

[...]

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) [...]

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) [...]

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.

[...]

8.07 ~~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).

[...]

**ARTICLE 10 – POSITIONS AND RATES OF PAY**

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

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

10.04.4 DEFINITIONS

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

10.09 VACATION PAY

All members of the bargaining unit shall be entitled to an additional percentage of their salary as vacation pay. For those employees who have less than five years of cumulative service, vacation pay shall be 4%. For those who have five or more cumulative years of service vacation pay shall be 6%. Vacation pay shall be calculated, identified separately, and included as part of an employee’s regular monthly salary payment ~~unless the employee requests in writing at the time they are appointed that their vacation pay be included in the last regular monthly salary payment~~.

**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** […]

**(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** […]

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

**ARTICLE 12 – APPOINTMENTS**

* + 1. The employer will provide the applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive CUPE 3903 applications. If the application is delivered by the applicant, the receipt will be returned immediately ~~and~~ by hand **or electronically** to the applicant. ~~If the application is delivered by mail, the receipt will be returned by mail to the applicant’s home address, provided the applicant supplies the hiring unit with a self-addressed, stamped envelope.~~

12.04.1 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.

* 1. WRITTEN OFFER OF APPOINTMENT
		1. Appointments shall be made in writing by a letter or letters, similar to the “Offer of Appointment” form contained in Appendix B. ~~The employer shall send the appointee two copies of the “Offer of Appointment.”~~ If the appointee accepts the offer, ~~one copy shall be signed and returned~~ **they shall sign and return it** to the hiring unit~~, and the other will be retained by the appointee~~. A Revenue Canada TD1 form shall be included with the first “Offer of Appointment” sent to an employee for each academic session.

**ARTICLE 15 – GENERAL**

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 submit a petition for academic extension for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines. Full-time graduate students who suffer illness or injury may submit petitions for academic extensions for up to a total of twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate 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.

**15.13.1 CHILDCARE FUND** *[Agreed to April 14]*

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 **$60,000** ~~$50,000~~. By September 30 of each academic year**,** the employer will allocate $50,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. Any remaining amount from the subsidies that goes unused shall be reallocated towards operational costs of the Student Centre Childcare Facility. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.

15.13.3 By September 30 of each academic year the employer will allocate **$60,000** ~~$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.

15.13.4 Effective September 1, ~~2021~~ 2023, and every 12 months thereafter, the Employer agrees to contribute to the Childcare Fund annually. The Employer’s contribution will be $~~262,600~~ $270,557 effective September 1, ~~2020~~ 2023, $~~265,226~~ $273,262 effective September 1, ~~2021~~ 2024, and $~~267,878~~ $275,995 effective September 1, ~~2022~~ 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 Unionto the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.

15.14 Graduate Student Bursary Fund*[Agreed April 14]*

The Employer agrees to maintain a fund to assist graduate students. The priorities in the allocation of monies from this fund shall be to assist international students, single support parents and members who incur large uncovered medical expenses, on the basis of need. The Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the union, one full-time faculty member selected by the Employer, and the Dean of Graduate Studies or designate, using criteria and procedures approved by the Labour/Management Committee. ~~The~~**~~Effective September 1, 2023,~~ The** amount allocated to the fund shall be**~~$245,000~~**~~$227,250 effective September 1, 2020, $229,523 effective September 1, 2021, and $231,818 effective September 1, 2022~~. **~~$235,000 effective September 1, 2023, $240,000 effective September 1, 2024, and $245,000 effective September 1, 2025.~~****$234,136 effective September 1, 2023, $236,478 effective September 1, 2024, and $238,842 effective September 1, 2025.** An annual report on the disbursement of monies shall be submitted to the Labour/Management Committee.

15.16 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.**

15.20 CUPE 3903 UHIP FUND *[Union agrees to Employer offer April 13]*

In recognition of the financial hardships of international students who have been disenfranchised by OHIP, a ***$80,126*** CUPE 3903 UHIP Fund will be made available to bargaining unit members for the purpose of offsetting the cost of UHIP. The amount of this fund will be ***$80,126 effective September 1, 2023, $80,927 effective September 1, 2024, and $81,736 effective September 1, 20245.***

For the 1999‑2000 contract year see Letter of Intent #8.

* 1. 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 **$10,100** effective September 1, ~~2020~~**2023**, **$10,201** effective September 1, ~~2021~~ **2024**, and **$10,303** effective September 1, ~~2022~~ **2025**. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

* 1. 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.

15.27 CUPE 3903 BENEFITS FUND *[Union agrees to Employer proposal April 14]*

~~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.~~**~~$480,000~~** ~~500,000~~ **~~will be allocated to this fund effective September 1, 2023, $490,000~~** ~~525,000~~ **~~effective September 1, 2024, and $500,000~~** ~~550,000~~ **~~effective September 1, 2025.~~ $474,700 will be allocated to this fund effective September 1, 2023, $479,447 effective September 1, 2024, and $484,241 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.

15.30 SUPPORT FOR RACIALIZED MEMBERS

Effective September 1, 2024, and September 1, 2025, the Employer will provide to CUPE 3903 $25,000 toward the Union’s ongoing support of racialized employees in the bargaining unit who confront and experience race related and/or other intersecting forms of discrimination, harassment, and/or violence.

By September 30, 2025, and September 30, 2026, the Union will provide a report consisting of non-confidential and aggregate data to the Office of Faculty Relations through the Labour/Management Committee indicating the nature and purpose of disbursements and amounts of money spent in the previous 12-month period. This report may assist the employer in identifying potential systemic barriers.

15.31 MENTORING FUND

Effective September 1, 2024, and September 1, 2025, the Employer will provide to CUPE 3903 $10,000 for the purpose of providing mentorship and professional development opportunities for members in the CUPE 3903 bargaining units.  By September 30, 2025, and September 30, 2026, the Union will provide a report to the Office of Faculty Relations through the Labour/Management Committee indicating the nature and purpose of disbursements and amounts of money spent in the previous 12-month period.

**ARTICLE 17 – LEAVES**

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

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

17.07 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 ~~CARE-GIVER~~ **UNPAID PARENTAL** LEAVE ~~– TIME OFF~~

Upon written request, the **pregnant employee** ~~natural mother~~ shall be entitled to **an unpaid parenta**lleave 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 care-giver responsibility for a new-born 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 Articles 17.07 and 17.08.

17.10 SUPPLEMENTAL BENEFITS

The employer shall maintain a “Supplemental Unemployment Benefits Plan” pursuant to the Employment Insurance Act and - 56 - Regulations in regard to **pregnancy** ~~maternity~~, parental and adoption leave. The employer shall make amendments as appropriate to ensure that the Plan provides the maximum permissible benefits in conjunction with Articles 17.06, 17.07 or 17.08.

# **ARTICLE 19 – DURATION AND MODIFICATION OF AGREEMENT**

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

**ARTICLE 20 – WAYS AND MEANS FUND**

Upon ratification of the 2023-26 Collective Agreement the employer will pay to the Union effective September 1, 2023 $240,725.51, 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. Effective September 1, 2024, this amount will be $243,132.77 and, effective September 1, 2025, this amount will be $245,564.09, 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, the Employer will commit up to $10,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer).

# **LETTERS OF INTENT**

1. It is agreed that, if the employer publishes a posting circular indicating the positions in Unit 1, 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 Understanding – Representation Thresholds** *[updated agreed to April 14]*

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

**Letter of Agreement – Discussions regarding Workplace Accommodation**

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

1. **Data that the Employer provides to CUPE in advance of these meetings; and**

1. **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.**

**~~Two~~ Four weeks in advance of a scheduled meeting, the Employer will provide the union with the following non-confidential aggregate data as available through EWB regarding;**

**a. ~~aggregate data regarding~~ newly medically accommodated employees in the CUPE 3903 bargaining units, including ~~non-confidential~~ information regarding the nature of the accommodation provided.**

**b. the number of CUPE 3903-represented employees newly seeking an accommodation on the basis of family status.**

**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.**

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

**Letter of Understanding – Graduate Student Bursary Fund**

1. **In order to provide the amount of funding set out at Paragraph 2 below, in each of the years September 1, 2023 to August 31, 2024, September 1, 2024 to August 31, 2025, and September 1, 2025 to August 31, 2026, the total amount of $10,543.96 will be transferred from the Unit 3 Article 20 Graduate Assistant Bursary Fund to the Graduate Student Bursary Fund below, thus reducing the Unit 3 Article 20 Graduate Assistant Bursary Fund by $10,543.96.**
2. **In each of the years, the University will transfer the following amounts from the Unit 3 Article 20 Graduate Assistant Bursary Fund:**

**Unit 1 Article 15.14 Graduate Student Bursary Fund**

| **September 1, 2023** | **September 1, 2024** | **September 1, 2025** | **Total** |
| --- | --- | --- | --- |
| **$863.82** | **$3,522.46** | **$6,157.68** | **$10,543.96** |

1. **This Letter of Understanding shall be placed in the 2023-26 collective agreement booklet and shall form part of the 2023-26 collective agreement. It will expire with the expiration of the 2023-26 collective agreement and shall be removed from the subsequent renewal collective agreement unless renewed by the parties.**

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

**Proposals Regarding Benefits, Collective Agreement Funds and Other Monetary Proposals**

1. Article 15.09.1 (Executive Service) *[Union counter April 12]*
2. **Article 15.09.1 Executive Service** *[Union counter April 12]*

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~~ ***twelve*** *~~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.

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

**Other Non-Monetary Items**

1. *~~Article 4.04.13–16 Letter of Agreement (Accommodations for Racialized Members Who Experience Racial Discrimination, Harassment, and Violence)~~ [Withdrawn April 14]*
2. *~~Article 8 (Discipline)~~[Withdrawn April 14]*
3. ~~Article 15.09 Executive Service~~ *[Withdrawn April 13]*
4. ~~Article 10.05 (Protection from Technology Changes)~~*[withdrawn April 14]*
5. Article 15.26 (Extension of Library & Email Privileges) **and Letter of Understanding – Feasibility of Email and Library Services for Employees following the Completion of the Contract** *[Union counter April 13]*
6. *~~Letter of Agreement - Accommodations and Supports for Racialized Members Article 4 – DISCRIMINATION AND HARASSMENT~~ [Withdrawn April 14]*

*~~Letter of Agreement - Accommodations and Supports for Racialized Members~~*

*~~In view of the Employer’s stated commitments to countering racism at York (and beyond) and to embedding racial equity in the Well-being strategy, and in the interest of enabling racialized members of York’s community to thrive, and given that planned implementation of recommendations in ways that are holistic, community-informed, aimed at the flourishing of racialized individuals and communities will be accessible to CUPE members (who will be invited to share their ideas and feedback about the implementation of various recommendations), this LoA tasks the Employment Equity Committee with developing a plan that enables the Employer to prioritize accommodations and supports for racialize CUPE 3903 members who experience racial discrimination, harassment, and violence in the workplace. A draft of this plan will be presented to the LMC by September 2025 with a view to implement the plan over the 2025-2026 academic year. The Employer’s programs to be discussed include but are not limited to the Well-being Strategy, the Security Services Review, the Framework and Action Plan on Black Inclusion, and the DEDI Strategy.~~*

1. *~~Article 8 (Discipline)~~*

*~~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.~~*

1. ~~Article 10.05 (Protection from Technology Changes)~~*[withdrawn April 14]*

~~10.05.4 No member shall be denied a teaching position where technology is required for the proper instruction of the course owing to a lack of technological knowledge or skill without being provided the opportunity to a) access training to upgrade their skills or b) demonstrate their technological competency. If a teaching 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 teaching assistantship, with no reduction in their remuneration under Article 10.02.~~

~~[...]~~

~~10.05.7 In matters not specifically covered by the Collective Agreement where changes in existing practices with respect to computing and information technology would have a significant impact on terms and conditions of employment and/or the professional responsibilities of all, or potentially all employees, changes in existing practices would be effected through written notification.~~

~~10.05.8 In matters of a Faculty-wide nature where technological change would have significant impact on terms and conditions of employment and/or professional responsibilities, changes in existing practices would be effected through written notification.~~

~~10.05.9 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.~~

1. *~~Article 15.09 Executive Service~~ [Union Withdraws April 13]*

*~~15.09.4(a) Full‑time graduate students who have served on the CUPE 3903 bargaining~~*

*~~team may, on the basis of such service, submit petitions for academic~~*

*~~extensions for a total of twelve months beyond the Faculty of Graduate~~*

*~~Studies deadlines Petitions shall be submitted through the Graduate Program~~*

*~~Directors and copied directly to the Dean When considering petitions based~~*

*~~on service on the union bargaining team, 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, including the basis upon which they~~*

*~~decided that the effect of such service 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 with~~*

*~~an additional year in the priority pool and petitions of part‑time students which~~*

*~~are granted shall be granted for part‑time status~~*

*~~15.09.4(b) In the circumstances in which a full-time graduate student petitions for and is granted an academic extension of full-time status exceeding PhD 6 for doctoral degree requirements on the basis of the combination of (a) a leave for union service pursuant to article 15.09, and (b) a leave for Code-based grounds pursuant to article 15.10, that member shall gain one additional year of priority pool entitlement for PhD 8.~~*

1. **Article 15.26 (Extension of Library & Email Privileges) and Letter of Understanding – Feasibility of Email and Library Services for Employees following the Completion of the Contract** *[Union counter April 13]*

15.26 Employees shall have a continuation of work email access and library services access for a period of twelve months following the completion of their contract. Email access and library services access may be discontinued following the completion of the one-year term of access. *[stet]*

**Letter of Understanding – Feasibility of Email and Library Services for Employees following the Completion of the Contract**

 **Whereas in collective bargaining for a 2023-26 renewal collective agreement, CUPE 3903 inquired as to the feasibility of providing a minimum of three years of email services and, upon request, library services to employees after the completion of their contract per the terms of Article 15.28 of the Collective Agreement.**

 **Now therefore, the Employer will undertake to investigate such feasibility and report back to CUPE 3903 Unit 2 through the Labour Management Committee by no later than June 30, 2025.**

 **This Letter of Understanding shall be placed in the 2023-26 collective agreement booklet and shall form part of the 2023-26 collective agreement. It will expire with the expiration of the 2023-26 collective agreement and shall be removed from the collective agreement booklet for the subsequent renewal collective agreement unless this Letter of Understanding is renewed by the parties.**

**“SCHEDULE E”**

**YORK UNIVERSITY AND CUPE 3903 UNIT 1 RETURN TO WORK PROTOCOL**

1. There will be no discrimination, reprisals or penalties ~~of any kind~~ against any employees in the CUPE 3903 Unit 1 bargaining unit (hereafter “employees”) by CUPE 3903 in connection with the strike, including the decision of an employee not to participate in strike activity ***save and except those outlined in the CUPE National Constitution***.

2. The Employer will not discipline, discriminate, or take reprisals of any kind against any employees for participation in the strike.

3. Employees will assist as required to facilitate completing courses on the basis set out in the communications from the Executive Committee of Senate relating to remediation and Course Completion Options and Finalization of Grades pursuant to the Senate Policy on the *Academic Implications of Disruptions or Cessations of University Business Due to Labour Disputes or Other Causes*, available at https://www.yorku.ca/secretariat/senate/labour-disruption-information/, or such further communications as the Executive Committee of Senate may issue.

4. The strike commenced on Monday, February 26, 2024. Striking employees have received compensation for work performed up to February 25, 2024, the day before the strike started, plus an additional four days ending February 29, 2024 in their regular pay on February 25th.

5. Employees who return to work on the first scheduled workday immediately following the cessation of the strike and act in accordance with paragraph 3 above, will receive pay for work related to completing courses in accordance with paragraph 3 above. ***The amounts paid will provide for 100% of the total payments for the Winter 2024 term. The payments will be made on the regular April 25, 2024 pay date or as soon thereafter as the necessary payroll system adjustments can be prepared***  *~~The amounts paid will provide for up to 100% of the total payments for the Winter 2024 Term. The amounts paid will be prorated based upon the amount of work required to complete the Fall/Winter and Winter 2024 course(s) and will be dependent on both the amount of outstanding work to achieve remediation and the remaining student enrolment in the course. The total potential earnings for work related to completing courses per the foregoing may be subject to how long the strike continues.~~*

6. Upon return to work, course supervisors shall call a meeting to discuss employee workload for the remainder of the term in the context of the already completed TA Workload Form – Assignment of Duties to Teaching Assistants (TA) (Appendix A of the collective agreement)*~~, making any required adjustments within the allotted hours of the assignment~~*~~. Such adjustments will be noted on a TA Remediation Workload Form and will form the basis for the amount of pay for work related to the completion of the course. A TA Remediation Workload Form will be made available to employees on their return to work in accordance with paragraph 5 above. The payments for such work will be made upon completion as soon as necessary payroll system adjustments can be prepared.~~  ***This discussion will account for, and comply with, members approved Accommodated Work Plan (AWP) including but not limited to accommodations with respect to deadlines, workload, and flexible scheduling.***

7. The Union understands and agrees that the Employer cannot comply with the posting and assignment process pursuant to the applicable Articles of the York-CUPE 3903 Unit 1 Collective Agreement for the 2024 Summer ~~and 2024-25 Fall and Winter~~ term~~s~~. The Employer will make best efforts to comply regarding appointments made following the conclusion of the strike and the Union agrees that these provisions of the Collective Agreements are not to be strictly enforced in the return to work.

8. The Employer will not charge interest on tuition payments incurred as a result of payments missed during the strike.

9. Any dispute regarding the interpretation of this protocol shall be referred to the grievance procedures provided in the collective agreement, beginning with Step 2.

10. ***All benefits shall commence effective the Return to Work Date. The Employer affirms its commitment to reimburse CUPE National for any overpayments on benefit premiums between the Return to Work Date and the end of the month (April 30, 2024).***

11. All returning bargaining unit employees shall be credited with seniority in accordance with the terms of the ratified Collective Agreement for the period of the work stoppage.