

**April 14, 2024 Employer Without Prejudice or Precedent Framework for Settlement
– Open for acceptance until 6:00pm on April 14, 2024**

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. The Parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute and a renewal collective agreement. The parties’ respective negotiating committees agree to bring forward this Memorandum of Settlement for ratification in their respective decision making and voting processes. CUPE 3903 has advised that it will endeavour to complete and report back on the outcome of its ratification process by no later than 11:59 pm on **April 19, 2024**.
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 prior to the date of ratification 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 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 Parties agree to the Return to Work Protocol attached hereto as Schedule “E” and further agree to make best efforts to facilitate the return to normal operations.
5. 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.
6. The University 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.
7. All other proposals not included in the final form of this Memorandum of Settlement are withdrawn.
8. 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.

9. Article numbers set out in Schedules "A", "B" and "C" below are taken from the 2020-23 Collective Agreement and are subject to change in accordance with agreements reached in Schedule "D".
10. This Memorandum of Settlement may be signed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including facsimile or email pdf signatures shall be construed together and shall constitute one and the same agreement.
11. This Memorandum of Settlement, even if unsigned, will be honoured and enforced as if it were signed by both the parties, if it is ratified by both parties and if written confirmation of that ratification is provided by the Interim Chairperson of CUPE 3903 and the Assistant Vice-President, Labour Relations of York University to each other by no later than 11:59PM on April 19, 2024.

Dated 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

Bill 124 Wage Re-Opener

1. The University 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. CUPE 3903 confirms its agreement that employees in the CUPE 3903 bargaining unit(s) should not receive double compensation or recovery of any nature or kind whatsoever for any alleged losses in compensation that are claimed as arising from or related in any way to Bill 124. Without limiting the generality of the foregoing, this means that if these discussions result in a ratified Memorandum of Settlement for a multi-year renewal collective agreement, CUPE 3903 will reimburse the University for any monies its members receive directly or indirectly from the Ontario government for lost or forgone compensation during the Bill 124 moderation period.
3. **Moderation Period Pay Increases:**
 - a. Effective September 1, 2020, retroactive increase to Article 10.04.1 (Salary Rates), ~~and Article 15.04.1 (Authorized Replacement), and Article 10.03.1 (Grant-In-Aid) of ~~0.75%~~ 1.0%.~~
 - b. Effective September 1, 2021, retroactive increase to Article 10.04.1 (Salary Rates), ~~and Article 15.04.1 (Authorized Replacement), and Article 10.03.1 (Grant-In-Aid) of ~~1.75~~ 2.0%.~~
 - c. Effective September 1, 2022, retroactive increase to Article 10.04.1 (Salary Rates), ~~and Article 15.04.1 (Authorized Replacement), and Article 10.03.1 (Grant-In-Aid) of ~~2.75~~ 3.0%.~~
4. 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. 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 and date posted to student accounts as expeditiously as practicable following ratification.

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 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 salary and 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

Salary, Grant-In-Aid and Collective Agreement Funds for Renewal Period

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

- ~~3.00%~~ **3.10%** effective September 1, 2023;
- ~~2.75%~~ **2.85%** September 1, 2024;
- ~~2.75%~~ **2.85%** September 1, 2025.

2. Article 10.03.1 (Grant-In-Aid)

Increase Grant-in Aid rates by

- ~~3.00%~~ **3.10%** effective September 1, 2023;
- ~~2.75%~~ **2.85%** September 1, 2024;
- ~~2.75%~~ **2.85%** September 1, 2025.

3. Graduate Financial Assistance (GFA)

Increase GFA as follows:

For graduate students paying international tuition fees:

Effective Date	New GFA Rate
September 1, 2024	\$1385 \$1409 (to end of first year in Priority Pool)
	\$1652 \$1680 (second year or later year of Priority Pool)

For graduate students paying domestic tuition fees:

Effective Date	New GFA Rate
September 1, 2024	\$829 \$844 (to end of first year in Priority Pool)
	\$1039 \$1057 (second year or later year of Priority Pool)

4. Collective Agreement Funds

Increase the following Funds by 1% in each of the 2023-24, 2024-25, and 2025-26 contract years:

Article 15.13.4	Childcare Fund
Article 15.14	Graduate Student Bursary Fund
Article 15.16	Professional Development Fund
Article 15.20	UHIP Fund
Article 15.22	Equity Fund
Article 15.27	CUPE 3903 Benefits Fund
Article 20	Ways and Means Fund
Letter of Intent 7	UHIP Fund for Visa Students

Schedule "C" to Memorandum of Settlement for A Renewal Collective Agreement

Agreed to Items

1. Article 1.02 – Definitions
2. Article 4 – Discrimination and Harassment
3. Article 4.06 – Printing Collective Agreement
4. Article 5.01.1-5.01.3 – Labour Management Committees
5. Article 5.03.4 – Use and Reporting of Data
6. Article 5.03.5 – Underrepresentation
7. Letter of Understanding – Representation Thresholds
8. Article 6 – Grievance Procedure
9. Article 7 – Arbitration
10. Article 8 – Discipline – April 14, 2024
11. Article 10.01.3
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. 12.01.4 – Appointments
17. Article 12.04.1 – Appointment Information
18. 12.07.1 – Written Offer of Appointment
19. Article 15.10 – Code Based Extension Requests
20. Article 15.13.2
21. Article 15.13.3
22. Article 15.13.4 – Childcare Fund - April 14, 2024
23. Article 15.14 – Graduate Student Bursary Fund - April 14, 2024
24. Article 15.16 – Professional Development Fund
25. Article 15.20 – CUPE 3903 UHIP Fund - April 14, 2024
26. Article 15.22 – Equity Fund
27. Article 15.24 – Fund Protection
28. Article 15.27 – CUPE 3903 Benefits Fund – April 14, 2024
29. New Article 15.30 – Support for Racialized Employees
30. New Article 15.31 – Mentoring
31. Article 17.06 – Pregnancy Leave
32. Article 17.07 – Paid Caregiver Leave
33. Article 17.08 – Paid Adoption Leave
34. Article 17.09 – Unpaid Parental Leave
35. Article 17.10 – Supplemental Benefits
36. Article 19.01 – Duration of the agreement
37. Article 20 – Ways and Means Fund – April 14, 2024
38. Letter of Intent #1
39. Letter of Agreement – Discussion regarding Workplace Accommodation
40. Letter of Understanding - Graduate Student Bursary Fund – April 14, 2024
41. Appendix B

ARTICLE 1 – PURPOSE AND DEFINITIONS

1.02 Definitions

1.02.1 Definition of 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 – Employer withdraws proposal at Article 4.03.7 and 4.03.6-4.03.11. Articles to be renumbered as part of housekeeping revisions.

4.01 DISCRIMINATION

The employer and the union agree that there shall be no discrimination, interference, restriction, harassment or coercion, including no mandatory blood or urine tests, including but not limited to as these relate to Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illness, AIDS-Related-Complex, or positive immune deficiency test, and including no genetic screening for specific medical disabilities or for pregnancy, exercised or practiced with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this agreement by reason of race, creed, colour, age, sex, marital status, parental status, number of dependents, nationality, citizenship (subject to the provisions of the Ontario Human Rights Code concerning citizenship), ancestry, place of origin, native language (subject to Article 12.01.7), disability or disabilities (subject to Article 12.01.7), Acquired Immune Deficiency Syndrome (AIDS), or AIDS related illness, or AIDS-Related-Complex, or positive immune deficiency test (virus HIV) (subject to Article 12.01.7), political or religious affiliations or orientations, Academic affiliations or orientations (subject to the exercise of academic freedom as set out in Article 14.01), record of offences (except where such a record is a reasonable and bona fide ground for discrimination because of the nature of the employment), sexual orientation, transsexual transition status, gender expression, and gender identity, nor by reason of their membership or non-membership or lawful activity or lack of activity in the union, or the exercise of any of the rights under this agreement.

The employer undertakes that no York University student who is or has been employed in Unit 1 shall be penalized in their student status for the exercise of any of their rights under this collective agreement or by reason of their membership or non-membership or lawful activity or lack of activity in the union.

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

4.02 HARASSMENT

The union and the employer recognize the right of employees to work in an environment free from harassment and undertake to take all reasonable and appropriate actions to foster such an environment. Harassment in the work place includes, but is not limited to, threats or a pattern of aggression, insulting or demeaning behaviour by a person in the workplace, where the person knows or reasonably ought to know that their behaviour is likely to create an intimidating or hostile workplace environment.

4.03 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT

4.03.1 The union and the employer recognize the right of employees to work in an environment free from sexual, gender and gender identity harassment, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that sexual, gender and gender identity harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in their student status or employment status as result of suffering work-related sexual, gender or gender identity harassment. In keeping with this objective the parties agree:

- (i) to co-operate with the aims and purposes of the Centre for Human Rights, Equity and Inclusion;

- (ii) to co-operate with Centre for Human Rights, Equity and Inclusion in the development of educational programs for CUPE 3903 members and contract administrators;
- (iii) to follow the procedures set forth in Article 4.03.4 respecting the separation of parties to a sexual and/or gender harassment dispute.

The employer further agrees:

- (iv) to continue to sponsor educational programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community.
- (v) to provide sexual violence awareness and prevention training through the Centre for Sexual Violence Response, Support and Education, with such training to be paid for in accordance with Article 10.02.2(ii); and
- (vi) to discipline, where appropriate, an employee—~~harasser~~ **respondent** pursuant to the provisions of Article 8.

4.03.2 Sexual Harassment shall be defined as:

- (i) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
- (ii) clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
- (iii) clearly expressed or implied threat of reprisal, actual reprisal, or the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance; and/or
- (iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work and/or study.

4.03.3 Gender Harassment shall be defined as repeated, offensive comments and/or actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) or a group and/or cause personal humiliation, on the basis of sexual orientation, gender or gender identity.

4.03.4 On receipt of a complaint of sexual and/or gender harassment from ~~or against~~ **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")~~ **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:~~

~~(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.~~

~~Decisions with respect to any remediation may be grieved within fourteen days of the receipt of~~

~~the decision by the employee.~~

4.03.5 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:

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

4.03.6 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the ~~Employer's~~ decision by the employee.

4.03.7 When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Director from the York University Centre for Human Rights (the Centre).

4.03.8 The employer shall not use information provided by a complainant-employee respecting sexual and/or gender harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.

4.03.9 The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. Such an investigation will proceed under the University's Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.

4.03.10 Informal Resolution

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

- (a) The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor and the respondent are members and representatives of the Employer.
- (b) At any point in the process, the grievor may request mediation or a formal investigation.

4.03.11 Mediation

If the grievor requests mediation, the following steps will be taken:

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.
- (c) The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members,

and representatives of the Employer.

- (d) The outcome of the mediation will result in one of the following:
- (i) No resolution is reached and the grievor decides to withdraw the grievance and take no further action.
 - (ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
 - (iii) No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.

4.03.12 Grievance Response and Redress

Within fourteen (14) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:

- (i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
- (ii) What redress shall be awarded or continued.

4.03.12 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.

4.04 RACIAL AND ETHNIC HARASSMENT

- 4.04.1 The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language ~~(subject to Article 12.01.7)~~, race, colour, ethnicity, ancestry, place of origin, nationality, and/or religion, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial and ethnic harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in their student status or employment status as a result of suffering work-related racial or ethnic harassment.

In keeping with this objective, the parties agree:

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

The employer further agrees:

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

- 4.04.2 Racial/ethnic harassment shall be defined as:

- (i) offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or
- (ii) offensive physical gestures or abuse; and/or
- (iii) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
- (iv) continued differential treatment in the assignment of duties or responsibilities ~~(subject to Article 12.01.7)~~; and/or
- (v) any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to an individual and/or group(s) on the basis of native language ~~(subject to Article 12.01.7)~~, race, colour, ethnicity, ancestry, nationality, place of origin, and/or religion by a person(s) who knows or ought reasonably to know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.

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

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

~~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 ~~Alleged Harasser~~ **Respondent**

The parties agree that some circumstances involving allegations of discrimination or harassment shall warrant separation of the complainant and ~~alleged harasser~~ **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 ~~complainant~~ employee, ~~whether complainant or respondent~~ **whether complainant or respondent** or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties, they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.

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

4.04.7 When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a

respondent in the grievance, this meeting may include a case advisor or the Executive Director from the York University Centre for Human Rights, Equity and Inclusion (the Centre).

4.04.8 The employer shall not use information provided by a complainant employee respecting Racial/Ethnic Harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.

4.04.9 The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. Such an investigation will proceed under the University's Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.

4.04.10 Informal Resolution

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

- (a) The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor and the respondent are members and representatives of the Employer.
- (b) At any point in the process, the grievor may request mediation or a formal investigation.

4.04.11 Mediation

If the grievor requests mediation, the following steps will be taken:

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.
- (c) The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and representatives of the Employer.
- (d) The outcome of the mediation will result in one of the following:
 - (i) No resolution is reached and the grievor decides to withdraw the grievance and take no further action.
 - (ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
 - (iii) No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.

4.04.12 Grievance Response and Redress

Within fourteen (14) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:

- (i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
- (ii) What redress shall be awarded or continued.

4.04.13 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.

...

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

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~~-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):

(a) External Availability Data.

- (b) Internal Self-identification Representation Data for 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.
- (c) 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(~~ee~~).
- (d) Applicant Self-Identification Data pertaining to the appointment and selection procedures, or programs listed by Article number in (i-iii) below, which serves as the sole source of equity data for individual applicants in regard to these appointment and selection procedures or programs:
 - (i) Article 12.04.1
 - (ii) Article 12.04.2
 - (iii) Article 23 Affirmative Action

(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)(iii). 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(~~ee~~).

(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.

5.03.5 Underrepresentation

- (a) Representation Thresholds

Unless otherwise agreed upon and, in order not to interfere with the Employer's FCP obligations, where the representation percentages are not lower than those for the FCP Equity Groups in the External Availability Data for Canada as a whole, underrepresentation shall be understood to mean ~~fewer~~ a lower percentage of employees who identify as belonging to one or more of the Employment Equity Groups than is accounted for by the External Availability Data for Toronto ~~and the External Availability Data for Canada as a whole, whichever is higher.~~ Since there is no External Availability Data for persons with disabilities, the parties will refer to the Statistics Canada Employment Equity Occupational Group 'Professionals' data for persons with disabilities.

...

Persons with Disabilities: 8.9% *as of November 2023

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

...

Letter of Understanding – Representation Thresholds

In the event that Statistics Canada releases External Availability Data and 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. 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).

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 parties~~ shall act reasonably, non-discriminatorily and in good faith.
- (ii) A grievance shall be received within **twenty-eight calendar** days after the ~~grieving party(ies)~~ employee(s), or in the case of a policy grievance or union grievance as defined below, the union, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.
- (iii) Notwithstanding (ii), and subject to Article 12.14, where the Union queries an appointment or recommended appointment pursuant to Article 12.18 of the Unit 2 collective agreement, a grievance respecting that appointment or recommended appointment shall be considered if it is received within **seventeen 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.~~
- 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 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 ~~fourteen~~ ~~the twenty-eight~~ 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.
- 6.05 ~~STEP TWO THREE:~~ If the grievance is not resolved at Step ~~One Two~~, the Grievance Committee shall submit the grievance to the Dean of the faculty in question within ~~seventeen~~ calendar days of the date of the Step ~~Two~~ reply. ~~the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate within seventeen calendar days of the date of the Step One reply.~~ The Dean or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance and shall give their reply, in writing, within ~~ten~~ ~~twenty-one~~ calendar days after that meeting.
- ~~6.06 ~~STEP FOUR:~~ If the grievance is not resolved at Step Three, the Grievance Committee shall submit the grievance to the Executive Director, Faculty Relations within seventeen calendar days of the date of the Step Three reply. The Executive Director, Faculty Relations or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of receipt of the grievance and shall give their reply, in writing, within twenty one calendar days of that meeting.~~
- 6.06 If the grievance is not settled at ~~Step Four~~ ~~Step Two~~, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the ~~Office of the Executive~~ Director, Faculty Relations or designate within twenty-eight calendar days after receipt of the employer's written reply as required in Step ~~Two Four~~. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator or Arbitration Board.
- 6.07 Subject to Article ~~6.14~~ ~~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.
- 6.08 GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step ~~Two One~~ 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.
- 6.09 POLICY GRIEVANCE: A policy grievance, defined as involving question of general application or interpretation of this agreement, ~~may will~~ be initiated by the union at Step ~~Three or Step Four,~~ ~~as appropriate~~ ~~Two~~, subject to the time limits set out in 6.01 above.
- ~~6.10 ~~UNION INITIATED~~ GRIEVANCE: The union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the union, and to seek adjustment with the employer in the manner provided for in this article. Such grievances may be initiated at ~~Step Three~~ ~~Two,~~ subject to the time limits set out in 6.01 above.~~
- 6.11 If ~~one party~~ the union notifies the ~~other~~ employer in writing of an alleged violation of the collective agreement but indicates a decision not to grieve, this decision shall be without prejudice to

grievances on similar matters. Such notification shall include a detailed statement of the matter in dispute and the specific provision(s) or interpretation of the agreement that allegedly have been violated.

- 6.12 The withdrawal of a grievance ~~by either party or~~ at ~~either~~ any Step shall be without prejudice to grievances on similar matters if the ~~party being grieved employer~~ receives written notification of this decision from the ~~grieving party~~ union. Settlements by the ~~parties~~ Employer of matters at the ~~informal resolution stage or of~~ grievances at Steps One and Two shall not prejudice the position of the employer or the union with respect to other grievances.
- 6.13 Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.
- 6.14 In exceptional circumstances, the union may apply to the ~~Office of the Executive~~ Director, ~~Faculty Relations~~ for expedited processing of a grievance. ~~The Office of the Executive~~ Director, Faculty Relations ~~or designate~~ shall respond to this application within seven calendar days. When it is agreed that circumstances warrant it, the parties can agree to commence the grievance procedure at Step ~~Two~~ ~~Four~~. Time limits set out in Article 6.01 above apply after the union has received the response from the ~~Office of the Executive~~ Director, Faculty Relations.
- 6.15 On application by the union, grievances alleging violations of Article 2.03, 4.01, 4.02, 4.03, 14.01 and grievances submitted pursuant to Article 10.02.6 (iii) in the Unit 1 collective agreement, shall be processed according to the expedited grievance procedure specified in this article.
- 6.16 The parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the grievance(s) shall only be made available on a need to know basis. The parties further agree that a publication of a summary of the grievance(s) in a union newsletter shall not violate the principle of confidentiality.
- 6.17 No bargaining unit member in a supervisory capacity will be required to hear or attend the grievance hearings of another employee. The member in the supervisory capacity shall suffer no penalty in their employment or academic standing for exercising their rights under this article. In no way does this provision relieve the bargaining unit member of any other supervisory duties and responsibilities.
- 6.18 A grievor has the right to attend their grievance hearing at any step after ~~Informal Resolution Step One~~ and not face their supervisor directly in such a hearing.
- 6.19 It is understood by the parties that, in the case of a successful or settled grievance, where the individual does not receive the agreed upon compensation within thirty days of the sign-off date, said payment will begin to accrue interest at the annualized rate which the University is receiving for its short-term investments at that time. The interest payment will be pro-rated.
- 6.20 Grievances concerning harassment, discrimination, or disability may be initiated at Step ~~Two~~ ~~Four~~.

ARTICLE 7 – ARBITRATION

- 7.01 ~~If the union so wishes, a~~ Grievances shall be heard by a single Arbitrator ~~or by a three person Arbitration Board. If a single Arbitrator is requested by the union,~~ ~~The~~ union shall, 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.~~

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

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

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

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

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

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

[Unit 1]

There is no Article 7.10 in Unit 3.]

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

[Unit 2]

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

[Unit 3]

There is no Article 7.08 in Unit 3.

ARTICLE 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.

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 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 wishes to grieve their discipline or discharge, it may shall be initiated directly at Step Four Two.~~ In either case, the grievance shall be presented within fourteen calendar days of the date of the letter provided for in 8.04.2 (i).

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.

- 8.08.1
- (i) No bargaining unit member in a supervisory capacity will invoke the disciplinary provisions of this collective agreement on any other bargaining unit member employee. The member in a supervisory capacity shall refer all complaints in which discipline may be indicated 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.

ARTICLE 10 – POSITIONS AND RATES OF PAY

10.01.3 The employer shall provide the union with a list of the appointees and the courses to which they are appointed by 31 October, **1 March, and 30 June** of each year ~~and by similarly reasonable dates in other sessions~~. Included with the list will be a report on the number of applicants and the number of appointees who self-identified as a member of one or more of the designated employment equity groups, a copy of which will be provided to the **CUPE 3903 Equity Officer and the** Joint Labour Management Committee.

...

10.02 WORKLOAD

...

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 - *GFA rates to be updated per Schedule B #3.

(i) Graduate Student Employees Paying International Tuition Fees

Beginning ~~September 1, 2015~~ in the 2022-2023 contract year, all members of the bargaining unit ~~who are vica students~~ shall receive for each term in which they are registered full time and pay **international tuition** fees ~~\$1,194~~~~\$1085~~ per term. ~~Effective the 2017-18 contract year, this amount will be increased to \$1108, in the 2018-19 contract year to \$1132, and in the 2019-20 contract year to \$1158. In the 2020-2021 contract year this amount will be increased to \$1,170; in the 2021-2022 contract year to \$1,182 and in the 2022-2023 contract year to \$1,194.~~ Beginning ~~September 1, 2015~~ in the 2022-2023 contact year **vica students members of the bargaining unit** 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 ~~\$1,424~~~~\$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 contract year to \$1424.~~

(ii) Graduate Student Employees Paying Domestic Tuition Fees

Beginning ~~September 1, 2016~~ in the 2022-2023 contract year all other members of the bargaining unit shall receive for each term in which they are registered full-time and pay **domestic tuition** fees ~~\$715~~~~\$649~~ per term. ~~Effective the 2017-18 contract year, this amount will be increased to \$663, in the 2018-19 contract year to \$678, and in the 2019-20 contract year to \$694. In the 2020-2021 contract year this amount will be increased to \$701; in the 2021-2022 contract year to \$708 and in the 2022-2023 contract year to \$715.~~ Beginning ~~September 1, 2016~~ in the 2022-2023 contract year all other **members of the bargaining unit** in the second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full-time and pay **domestic tuition** fees ~~\$896~~~~\$814~~ per term. ~~Effective the 2017-18 contract year this amount will be increased to \$831, in the 2018-19 contract year to \$849, and in the 2019-20 contract year to \$869. In the contract year this amount will be increased to \$878; in the 2021-2022 contract year to \$887 and in the 2022-2023 contract year to \$896.~~

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

ARTICLE 12 – APPOINTMENTS

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

...

12.04.1 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.

12.07 WRITTEN OFFER OF APPOINTMENT

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

ARTICLE 15 – GENERAL**15.10 DISABILITY/ILLNESS/INJURY LEAVE CODE BASED EXTENSION REQUESTS**

A full-time graduate student whose studies have been impacted by a protected ground under the **Ontario Human Rights Code (OHRC)** for which they require accommodation may submit a petition for academic extension for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). Full and part-time graduate students who suffer illness or injury may submit petitions for academic extensions for up to a total of twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. Such petitions shall be kept confidential. When considering these petitions, the Dean shall review medical certification and statements as to the effect of the disability or disabilities, illness or injury upon the progress of the student's work. If requested by the member, in the case of a petition based upon a disability or disabilities, the Dean shall also meet with an officer from ~~the Office of Persons With Disabilities~~ **Student Accessibility Services** to discuss the petition. If the Dean decides not to grant such a petition, they shall state the reasons for their decision in writing, including the basis upon which they decided that the effect of the illness, injury and/or disability or disabilities upon the progress of the student's work was not sufficient to grant the petition, to the individual with a copy to the union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status.

Masters candidates who held a full or partial teaching assistantship, and who subsequently have been granted a full-time academic extension for up to 12 months beyond Faculty of Graduate Studies guidelines per this article, also shall be allocated an additional teaching assistantship.

- 15.13.2 The Employer agrees to contribute annually to operating costs of the Student Centre Childcare facility, **known as the Lee Wiggins Childcare Centre**. In each year of the collective agreement, the amount allocated shall be ~~\$50,000~~ **\$60,000**. 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 ~~\$50,000~~ **\$60,000** 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, ~~2024~~ **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, ~~2024~~ **2024**, and ~~\$267,978~~ **\$275,935** 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 Union to 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**
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 amount allocated to the fund shall be ~~\$227,250~~ **\$234,136** effective September 1, ~~2020~~ **23**, ~~\$229,523~~ **\$236,478** effective September 1, ~~2024~~ **24**, and

~~\$231,818~~ ~~\$238,842~~ effective September 1, 2022~~25~~. 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

In recognition of the financial hardships of international students who have been disenfranchised by OHIP, a ~~\$77,000~~ ~~\$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 ~~\$77,770~~ ~~\$80,126~~ effective September 1, 2020~~23~~, ~~\$78,548~~ ~~\$80,927~~ effective September 1, 2021~~24~~, and ~~\$79,333~~ ~~\$81,737~~ effective September 1, 2022~~25~~.

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

15.22 EQUITY FUND

In 2005-2006 a new Equity Fund will be established. In each year of the collective agreement \$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 ~~\$10,400~~ ~~\$10,406~~ effective September 1, 2020~~23~~, ~~\$10,204~~ ~~\$10,510~~ effective September 1, 2021~~24~~, and ~~\$10,303~~ ~~\$10,615~~ effective September 1, 2022~~25~~. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

15.24 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, 2023~~0~~ and October 1, 2024~~4~~ and October 1, 2025~~5~~. 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~~0~~ 2023-2025~~5~~ 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

Effective September 1, 2024~~4~~, and every 12 months thereafter, the Employer agrees to contribute an amount to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. The amount contributed by the Employer is ~~\$344,000~~ ~~\$476,720~~ effective September 1, 2020~~23~~, ~~\$387,000~~ ~~\$481,487~~ effective September 1, 2021~~24~~, and ~~\$472,000~~ ~~\$486,302~~ effective September 1, 2022~~25~~. 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 Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.

New Article 15.30 – Support for Racialized Employees

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.

New Article 15.31 – Mentoring

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

17.08 PAID ADOPTION LEAVE

Upon written request indicating the expected date of adoption of an infant (i.e., less than five years old at the time of adoption), the employee who has the principal responsibility for the care of that child shall be entitled to a paid adoption leave, coincident with the adoption of that child, of up to twelve fifteen thirty-fifths of the period of their Appointment Contract(s). Where more than one two employees is are assuming joint care-giver responsibility for that child, a maximum of twelve 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 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 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

- 19.01 This agreement shall continue in force and effect from the date of ratification to 31 August ~~2023~~ 2025 and shall be renewed automatically thereafter for periods of one year each unless either party notifies the other in writing within the period of ninety days before the agreement ceases to operate that it desires to amend or terminate this agreement. Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed or the right to strike or lockout accrues, whichever first occurs.

ARTICLE 20 – WAYS & MEANS FUND

- 20.01 ~~Upon ratification the employer will pay to the union \$40,245 towards the union's Ways & Means Fund, which fund is administered by the union. For 2009-10, effective September 1, 2009, this amount will be increased to \$42,245 and for 2010-11, effective September 1, 2010, this amount will be increased to \$44,245. Effective September 1, 2014, the Employer will pay to the Union \$50,245 towards the Union's Ways and Means Fund. Effective September 1, 2015, the Employer will pay to the Union \$74,245 for each year of the collective agreement.~~

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

~~Upon ratification of the 2023-26 Collective Agreement the employer will pay to the Union effective September 1, 2023 \$40,245 \$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, which fund is administered by the Union. For 2009-10-2024-25, Effective September 1, 2009-2024, this amount will be increased to \$42,245 \$243,132.77 and for 2010-11, effective September 1, 2010-2025, this amount will be increased to \$44,245 \$245,564.09, and each year thereafter. Effective September 1, 2014, the Employer will pay to the Union \$50,245 towards the Union's Ways and Means Fund. Effective September 1, 2015, the Employer will pay to the Union \$74,245 for each year of the collective agreement.~~

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

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

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

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 Agreement
Discussions regarding Workplace Accommodation

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:

1. Data that the Employer provides to CUPE in advance of these meetings; and
2. 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.

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

3. 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.

**APPENDIX B
TEACHING ASSISTANTSHIP – OFFER OF APPOINTMENT YORK UNIVERSITY**

....

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

...

If you are a person with a disability and wish to discuss workplace accommodation please contact the University's Employee Well Being Office:

<http://www.yorku.ca/hr/units/employeerelations/ewb.html>

<https://thecentre.yorku.ca/resource/health-safety-well-being/>

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

[Link to benefit enrolment form to be included.](#)

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

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

Revised February, 2000

Revised April, 2012

Revised November, 2023

Schedule "D" to Memorandum of Settlement for A Renewal Collective Agreement

Other non-monetary items

1. Article 15.01.3
2. Article 15.09 – Executive Service

Employer Proposals Withdrawn:

1. Article 6.01 (i-iii)
2. Article 11.01.5
3. Article 12.10
4. Article 8.08.1
5. Article 12.08.1-12.08.3
6. Article 15.01.3 – "as appropriate"
7. Article 12.03.2
8. Letter of Understanding – Paid Adoption Leave
9. Article 4 – Employer withdraws proposal at Article 4.03.6 and 4.03.8-4.03.11
10. Article 12.07.3
11. Article 13
12. Article 15.10
13. Letter of Agreement – Academic Extensions
14. Letter to CUPE 3903
15. Article 12.02.2

ARTICLE 15 – GENERAL

15.01.3 RESOURCES FOR PERSONS WITH DISABILITIES

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

15.09 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~~ **ten** course directors, in full satisfaction of the employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 agreements. These monies shall be distributed among the members of the executive as seen fit by the Union.

Return to Work Protocol for CUPE 3903 Unit 1 dated April 14, 2024

“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.
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 up to 100% of the total payments for the Winter 2024 Term. **The Employer will, as soon as practicable, provide the difference between what has been paid to the commencement of the strike and 90% of salary (less statutory deductions not including union dues) and Grant-in-Aid (GIA) that would have been earned completing the Winter Term. This amount shall be an advance against any remediation earnings and shall be guaranteed regardless of the remediation required. The remaining 10% of salary and GIA will be subject to** ~~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~~ **remaining 10% of salary and GIA** 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. **The assignment of work will align with an employee’s approved Accommodated Work Plan.**
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~~ terms. 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. As the Extended Health, Dental and Vision Care benefits are ASO, the Employer will conduct a reconciliation following the strike and either charge the Union for, or reimburse, any difference between the benefit continuation costs paid by the Union and the actual costs incurred.