

UNIT 3

In the Matter of Negotiations for a Renewal Collective Agreement

Between:

York University

-and-

Canadian Union of Public Employees and its Local 3903

April 12, 2012 Employer Proposal ~~16~~ 17

1. These proposals are tabled without prejudice to the Employer's tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations.

2. These proposals are made without prejudice to any future grievance and the Employer's position on the interpretation of collective agreement language in any future grievance.

~~3. Changes from Employer Proposal 15 highlighted for easy reference.~~

~~4. The Employer has withdrawn proposed new Article 6.18.2 Grievance Procedure in view of the agreement on Articles .03 and 4.04.~~

**APRIL 12, 2012 YORK UNIVERSITY SETTLEMENT OFFER FOR UNIT 3
IN THE MATTER OF COLLECTIVE BARGAINING NEGOTIATIONS FOR A RENEWAL
COLLECTIVE AGREEMENT FOR UNIT 3**

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 3**

1. The term of the renewal collective agreement shall be from the date of ratification to August 31, 2014 and shall have no retroactive effect whatsoever other than as expressly set out herein.

2. Upon ratification employees in the bargaining unit will receive a lump sum payment, less deductions required by law, for retroactive pay in an amount equivalent to the difference between what they were paid in accordance with Article 10.02 of the existing collective agreement for the period September 1, 2011 to the date of ratification and what they would have received during the same period in accordance with the September 1, 2011 rates in Article 10.02 of the renewal collective agreement (i.e. the September 1, 2010 rates increased by 2.0% ATB).

3. As expeditiously as practicable after ratification of the renewal collective agreement implement a modification to the existing Paramedical benefit so that employee’s will have up to a maximum of \$2000 per year per plan member for any of the existing Paramedical benefits and will have an overall total maximum of \$3000 for all existing Paramedical benefits.

AGREED APRIL 5, 2012

4. As expeditiously as practicable after ratification of the renewal collective agreement implement a modification to the existing Psychological Counseling benefit to broaden the type of counseling available to include Psychoanalyst, Psychotherapist, Social Worker, Family Therapist Psychiatrist.

AGREED APRIL 5, 2012

5. The provisions of the renewal collective agreement shall be the same as the predecessor collective agreement, except as amended below. The final form of the renewal collective agreement will be subject to a housekeeping review for numerical consistency and accuracy in cross-referencing.

COVER PAGE

Revise as per date of ratification and term of renewal collective agreement

AGREED DECEMBER 2, 2011

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Revise as necessary as per terms of renewal collective agreement

AGREED DECEMBER 2, 2011

EXECUTIVE DIRECTOR, FACULTY RELATIONS

Replace references in collective agreement to “Assistant Vice-President (HR & ER)” to “Executive Director, Faculty Relations” (e.g. Articles 4.03.4, 4.04.3(ii), 6.05, 6.06, and 6.18).

AGREED DECEMBER 9, 2011

Change all references in the collective agreement to the “Office of the Assistant Vice-President (HR&ER)” to the “Office of the Executive Director Faculty Relations (FR)” and references to the “Office of Academic Employee Relations” to the “Office of Faculty Relations”.

AGREED NOVEMBER 25, 2011

ARTICLE 3.04 - DISPUTE RESOLUTION

Revise existing Article 3.04 as follows:

The parties agree to an expedited process to resolve disputes about whether a graduate student is ~~a research assistant and therefore~~ excluded from the bargaining unit as follows:

- (a) The employer will, no later than six (6) weeks from the start of each term, provide to the union and post on the bulletin board in each graduate program a list of employees in the bargaining unit.
- (b) After the list of employees referred to in (a) above is posted, a graduate student and/or the union may file a grievance alleging that a graduate student who is not on the list should be on the list. Such a grievance will briefly set out in writing the basis upon which it is asserted that the graduate student is ~~not a research assistant in the bargaining unit~~, with specific reference to the position and arguments on whether the graduate student is receiving financial assistance “from or through York University for research or academic activities which are predominantly for the purposes of advancing the students’ progress towards fulfilment of their program and degree requirements” ~~“in support of research or academic activities relevant and related to that student’s field(s) of study within the academic program.”~~ The grievance will be submitted to the Dean of FGS or designate, with a copy to the Department of Faculty Relations/Office of Academic Employee Relations.
- (c) The employer will, within fourteen days of receipt of the grievance, provide a written response setting out its position on whether the graduate student in issue is ~~a research assistant in the bargaining unit~~.
- (d) The parties positions will be reviewed and discussed by the parties at the next Labour/Management Committee meeting.
- (e) If the grievance is not resolved at step (c) or (d) above the union may, within seven days of the Labour/Management Committee meeting, refer the grievance to expedited arbitration before a mutually agreeable sole arbitrator. ~~Arbitrator Gerald Charney, Russell Goodfellow or Kevin Whittaker.~~

~~**Nota Bene: Union proposal #139 is still pending, and may further amend this Article.**~~

AGREED DECEMBER 9, 2011

Revise existing Articles 4.03 and 4.04 as follows:

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 her 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;
- (ii) to co-operate with Centre for Human Rights 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 for the University community; and
- (v) to discipline, where appropriate, an employee-harasser 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 an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow University Procedures to address the complaint. 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 and racism and/or ethnic harassment.

~~Where an employee believes she has been the victim of sexual and/or gender harassment she may, in addition to any other appropriate course of action she wishes to pursue (contacting the Centre for Human Rights, laying a complaint, filing a grievance, etc.); request, through the union or the employer, to discontinue contact with the alleged harasser. Upon receipt of such request, a meeting of the Labour/Management Committee shall be convened within fourteen calendar days. The Committee shall consider such request in light of all of the information available to it. The recommendation of the Committee, including any minority recommendation where applicable, shall be forwarded to the Office of the Assistant Vice-President (HR&ER). Upon receipt of such recommendation(s), the designated officer shall determine whether the relevant parties should be separated. If the decision is to separate the parties, the designated officer shall ensure that the separation is arranged. The designated officer shall, in so far as is practicable, ensure that the complainant-employee and the other party incur no penalty in their employment situation as a result of the separation. The designated officer shall also, where applicable, use her best offices to ensure that neither party incurs a penalty in her student status as a result of the separation. If requested by the complainant-employee and recommended by the Labour/Management Committee, the designated officer shall use her best offices to obtain a waiver of relevant academic regulations including, but not limited to, academic deadlines.~~

Decisions with respect to any remediation~~of the designated officer~~ 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 she believes that in consequence of the arrangement for separation of the parties she has incurred a penalty in her 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.

~~The employer and the union agree to treat requests that harassment be discontinued, or requests to discontinue contact, as confidential.~~

4.03.5 ~~Decisions with respect to any remediationof the designated officer may be grieved within fourteen days of the receipt of the decision by the employee. Where no decision is made by the designated officer, the employee may grieve per Article 4.03.4 (i) within twenty-eight days of the rendering of the recommendation of the Labour/Management Committee.~~

4.03.6 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).

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

4.03.7 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.

4.03.8 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.

4.03.9 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.

4.03.10 Grievance Response and Redress

(a) 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.

4.03.11 Reprisal

No person 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.

AGREED APRIL 11, 2012

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 her 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;
- (ii) to co-operate with the Centre for Human Rights 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 for the University community; and
- (v) to discipline, where appropriate, an employee-harasser 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 an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow University Procedures to address the complaint. 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 and racism and/or ethnic harassment.

~~Where an employee believes she has been the victim of racial/ethnic harassment, in addition to any other appropriate course of action she wishes to pursue (contacting the Centre for Human Rights, laying a complaint, filing a grievance, etc.), she may:~~

- ~~(i) — request through the union that such harassment be discontinued. Where the union receives such a request, it will notify the appropriate Dean/Principal/Director or designate with a letter which shall read: "Pursuant to Article 4.03.9 (i), the union requests your presence at a meeting to discuss an alleged violation of Article 4." The Dean/ Principal/Director or designate shall convene a meeting with the union within ten working days of receipt of such letter. The purpose of the meeting will be to discuss the evidence adduced and to determine whether it is appropriate for the employer to request the harasser to discontinue the demeaning comments, gestures, exclusion, differential treatment and/or other actions. The Dean/Principal/Director or designate shall notify the union within ten working days of the meeting as to what action she has taken; and/or~~
- ~~(ii) — request, through the union or the employer, to discontinue contact with the alleged harasser. Upon receipt of such request, a meeting of the Joint CUPE 3903 York Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment shall be convened within fourteen calendar days. The Committee shall consider such request in light of all the information available to it. The recommendation of the Committee, including any minority recommendation where applicable, shall be forwarded to the Office of the Assistant Vice-President (HR&ER). Upon receipt of such recommendation(s), the designated officer shall determine whether the relevant parties should be separated.~~

~~If the decision is to separate the parties, the designated officer shall ensure that the separation is arranged. The designated officer shall, in so far as is practicable, ensure that the complainant-employee and the other party incur no penalty in their employment situation as a result of the separation. The designated officer shall also, where applicable, use her best offices to ensure that neither party incurs a penalty in her student status as a~~

~~result of the separation. If requested by the complainant-employee and recommended by the Joint CUPE 3903 York Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment, the designated officer shall use her best offices to obtain a waiver of relevant academic regulations including, but not limited to, academic deadlines.~~

4.04.4 Decisions with respect to any remediation~~of the designated officer~~ 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 she believes that in consequence of the arrangement for separation of the parties she has incurred a penalty in her 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.

~~The employer and the union agree to treat requests that harassment be discontinued, or requests to discontinue contact, as confidential.~~

4.04.5 Decisions with respect to any remediation~~of the designated officer~~ may be grieved within fourteen days of the receipt of the decision by the employee. ~~Where no decision is made by the designated officer, the employee may grieve per Article 4.03.10(i) within twenty-eight days of the rendering of the recommendation of the Joint CUPE 3903 York Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment.~~

4.04.6 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).

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.

4.04.7 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.

4.04.8 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.

4.04.9 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.

4.04.10 Grievance Response and Redress

(a) 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.

4.04.11 Reprisal

No person 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.

AGREED APRIL 11, 2012

ARTICLE 4.06 - PRINTING AGREEMENT

Revise existing Article 4.06.1 as follows:

4.06.1 The ~~Employer~~~~union~~ shall prepare the final form of this agreement for approval of the parties prior to printing. The ~~Employer~~~~union~~ shall assume responsibility for printing, and distributing to its members and the employer, 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.

~~Note bene: Union Proposal #118 is still pending and may further amend this article.~~

AGREED APRIL 11, 2012

ARTICLE 5 - LABOUR/MANAGEMENT COMMITTEES

Revise existing 5.02 as follows:

5.01 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 two representatives from each party. 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 chair, and the two persons so designated shall alternate in presiding over meetings. Either chair may call meetings on at least two weeks' notice to the other members of the Committee. 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.

AGREED NOVEMBER 25, 2011

ARTICLE 6.18

Amend existing Article 6.18 as follows:

6.18.1 In exceptional circumstances, the union may apply to the Office of the Executive Director Faculty Relations (FR)Assistant Vice-President (HR&ER) for expedited processing of a grievance. The Office of the Executive Director FRAssistant Vice-President (HR&ER) 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 Three. Time limits set out in Article 6.01 above apply after the Union has received the response from the Office of the Executive Director FRAssistant Vice-President (HR&ER).

AGREED NOVEMBER 25, 2011

ARTICLE 6.19

Add a new Article 6.19 as follows: "No bargaining unit member will be required to hear or attend the grievance hearings of another employee. The member shall suffer no penalty in her employment or academic standing for exercising her rights under this Article. In no way does this provision relieve the bargaining unit member of any other duties and responsibilities.

AGREED MARCH 19, 2012

ARTICLE 8.07

Amend existing Article 8.07 as follows:

8.07 If the employee wishes to grieve her discipline, when the disciplinary action is not a discharge, the grievance may be initiated at Step ~~TwoOne~~. If she wishes to grieve her discharge, it may be initiated directly at Step ~~ThreeTwo~~. 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).

AGREED DECEMBER 9, 2011

ARTICLE 8.09

Add a new Article 8.09 as follows:

(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 her 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 her supervisor duties and responsibilities.

(iv) No bargaining unit member in a supervisory capacity shall suffer any penalty in her employment or academic standing for exercising her rights under this Article.

AGREED MARCH 19, 2012

ARTICLE 10.01 – HOURS OF WORK

Add two new paragraphs to existing Article 10.01 as follows:

10.01 HOURS OF WORK

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

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

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

AGREED APRIL 2, 2012

10.02 REMUNERATION FOR GRADUATE ASSISTANTS

Nothing herein is intended to restrict in any way the ability of graduate assistants in the bargaining unit to receive non-employment graduate support (e.g. fellowships, bursaries, awards, scholarships).

(a) From September 1, ~~2008-2011~~ to August 31, ~~2009~~2012:

Employees in the bargaining unit will receive ~~\$8,9799,717.00~~ (~~\$5,8896,373~~ in wages and ~~\$3090-3,344~~ grant-in-aid) for a 270-hour graduate assistantship, this amount to be prorated for graduate assistantships of more or less than 270 hours.

(b) From September 1, ~~2009-2012~~ to August 31, ~~2010~~2013

Employees in the bargaining unit will receive ~~\$9,2499,911~~ (~~\$6066-6,500~~ in wages and ~~\$3,1833,411~~ grant-in-aid) for a 270-hour graduate assistantship, this amount to be prorated for graduate assistantships of more or less than 270 hours, but in no case shall a graduate assistantship be less than 135 hours.

(c) From September 1, ~~2010-2013~~ to August 31, ~~2011~~2014

Employees in the bargaining unit will receive \$~~9,526~~10,109 (\$~~6,248~~6,630 in wages and \$~~3,278~~3,479 grant-in-aid) for a 270-hour graduate assistantship, this amount to be pro-rated for graduate assistantships of more or less than 270 hours, but in no case shall a graduate assistantship be less than 135 hours.

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

ARTICLE 10.04 – RECORD OF EMPLOYMENT

Revise existing Article 10.04 as follows:

10.04 RECORD OF EMPLOYMENT

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

AGREED FEBRUARY 15, 2012

ARTICLE 10.05 – PAYMENT

Revise existing Article 10.05 as follows:

10.05 PAYMENT

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

practicable. An employee may complete a Revenue Canada TD1 form.

~~Nota bene: Union proposal #82 is still pending, and may further amend this article.~~

AGREED NOVEMBER 25, 2011

ARTICLE 10.07 – GA FINANCIAL ASSISTANCE

Revise existing Article 10.07 to read as follows:

10.07 GA FINANCIAL ASSISTANCE

~~Effective September 1, 2008~~2012, ~~for the duration of the collective agreement (to August 31, 2011)~~, all members of the bargaining unit who are domestic students shall receive \$590 in the fall and winter terms. Beginning in the Fall of 2012 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$685~~\$710~~ in the fall and winter terms. Beginning in the Fall of 2013 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$735~~\$740~~ in the fall and winter terms. ~~For the 2008-2009 fall and winter terms members of the bargaining unit who are international students will receive \$590 per term.~~

~~Effective September 1, 2009, for the duration of the collective agreement (to August 31, 2011), a~~All members of the bargaining unit who are international students shall receive \$715 in the fall and winter terms. \$745 beginning Summer 2012 and \$775 beginning September 2012. Beginning in the Fall 2012 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive \$810~~\$865~~ in the fall and winter terms. Starting in the Fall of 2013 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive \$860~~\$925~~ in the fall and winter terms.

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

The Faculty of Graduate Studies will make best efforts to post the financial assistance to students' accounts within six weeks of the start of the relevant term.

ARTICLE 10.08 – SUMMER ASSISTANCE

Revise existing Article 10.08 as follows:

10.8 SUMMER ASSISTANCE

Bargaining Unit members assigned a graduate assistantship in the fall/winter session of ~~2005-2006~~2011-2012 (September 1 to April 30) and who are registered full-time in summer will receive GA summer assistance in the immediately following summer term (May 1 to August 31) of that year in the amount of ~~\$700,100~~\$1200. This amount will be increased to ~~\$775,1,200~~ \$1300 for the summer ~~2007-2013~~ and increased to \$1,500 \$1750 for the summer 2014 and to \$850 for the summer 2008.

ARTICLE 10.09 – BENEFITS

Add the following to existing Article 10.09:

10.09(4) The following will be included in the Graduate Assistant Workload Form:
“Information about vision, extended health care and dental benefits can be accessed at the following website:
http://www.yorku.ca/hr/documents/benefits/CUPE_3903_Benefits_Active.pdf”

AGREED APRIL 11, 2012

ARTICLE 10.10 – RESEARCH COSTS FUND

Add a new Article 10.10 as follows:

10.10 RESEARCH COSTS FUND

The employer shall maintain a fund to defray research costs incurred by full-time graduate students who hold or have held a position in the bargaining unit. In 2011-2012 the amount allocated to the fund shall be \$80,000. Effective September 1, 2012, the amount allocated to the fund shall be \$100,000. Any unexpended monies shall be retained in the fund.

The Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the union, one full-time faculty member selected by the employer, and the Dean of Graduate Studies or designate, using criteria and procedures approved by the Labour/Management Committee. All Research Costs grants shall be in varying amounts up to \$1,500 per academic year. An annual report on

the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

AGREED MARCH 30, 2012

ARTICE 11.04.4

Add the following new language at the end of existing Article 11.04.4

“ Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status. If a petition for full-time status is granted the individual will be provided with funding at a level equivalent in value to the GAsip which she held in the previous academic year.

”

DISABILITY/ILLNESS/INJURY LEAVE

Revise existing Article 11.05 as follows:

11.05 DISABILITY/ILLNESS/INJURY LEAVE

Full-time graduate students who have a disability or disabilities may submit petitions for academic extensions for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines. Full-time graduate students who suffer illness or injury may submit petitions for academic extensions for up to a total of twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Programme 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 for her decision in writing to the individual with a copy to the union. Such a request shall not be unreasonably denied. If requested by the member, in the case of a petition based upon a disability of disabilities, the Dean shall also meet with an Officer from the Office of Persons with Disabilities to discuss the petition. If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing, including the basis upon which she 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.~~ “ Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status. If a petition for full-time status is granted the individual will be provided

with funding at a level equivalent in value to the GAship which she held in the previous academic year.

ARTICLE 11.11 ACCOMMODATION

Add a new second paragraph as follows:

“The University’s process for accommodation of academic employees can be found at the following location: <http://fr.info.yorku.ca>.”

ARTICLE 12 CORRESPONDENCE

Revise existing Article 12.01 as follows:

12.01 Except where otherwise provided, official communications in the form of correspondence between the employer and the union shall be sent as follows:

TO THE EMPLOYER: ~~Department of Faculty Office of Academic Employee Relations~~

~~C26 East Office Building 276 York Lanes~~
York University
4700 Keele Street
Toronto, Ontario M3J 1P3

TO THE UNION: The Executive
Canadian Union of Public Employees, Local 3903

~~104 East Office Building [TBD]~~
York University
4700 Keele Street
Toronto, Ontario M3J 1P3

AGREED DECEMBER 2, 2011

ARTICLE 15.02 – WRITTEN NOTICE OF ASSIGNMENT

Revise existing Article 15.02 as follows:

15.02 WRITTEN NOTICE OF ASSIGNMENT

When a full-time graduate student is hired for a full graduate assistantship, it is understood that she will not be required to work more than an average of ten

hours per week over the academic session to a total of not more than 270 hours. If a fractional graduate assistantship is assigned, the work requirements shall be adjusted accordingly.

Once the graduate programme director, normally in conjunction with FGS, has determined the GA assignment, the GA will be notified in writing of the assignment, normally no later than three weeks after the deadline for registration in the relevant term. The notice will include the number of hours, the name of the supervisor and the responsibilities.

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

~~The G.A's graduate programme will normally prepare a "Full-Time Graduate Student Personnel Action Form". In order to ensure payment of the employee on the first regular payday of her appointment period PAFS shall normally be forwarded for processing prior to the 20th of the first month of the relevant term.~~

AGREED APRIL 11, 2012

ARTICLE 15.09 – CHILDCARE FUND

In both Article 15.09.1 and 15.09.2 amend “\$30,000” to “\$40,000”.

AGREED APRIL 11, 2012

ARTICLE 16 – LEAVES

Add new Articles 16.01.1, 16.01.2 and 16.01.3 as follows:

16.01.1 In all Leave Articles “one thirty-fifth” means one week in the Fall/Winter session, pro-rated in other sessions.

16.01.2 For the purposes of the Unemployment Insurance regulations, “Care-Giver Leave” and “care-giver responsibility” shall be considered equivalent to “Parental Leave” and “parental responsibility”.

16.01.3 Where certification by a legally qualified medical practitioner is required by the Employer, the cost of acquiring the certificate will be paid by the Employer.

Add a new Article 16.02.1 as follows:

16.02.1 For employees with at least 4 months of service to the University, earning a minimum of \$8,200, a sick leave supplement of up to 4 months in time off, including the paid sick leave entitlement as provided for in 16.02, shall be granted by the Dean/Principal or designate upon submission of an appropriate certificate signed by a legally qualified medical practitioner that such additional leave is required. Where an employee has exhausted her sick leave and any other leave entitled under this agreement, she may be eligible to apply to the Ways and Means Fund for further financial support.

~~Note bene: Union proposals #152 and #153 are still pending and may further amend this Article.~~

AGREED FEBRUARY 10, 2012

Add a new Article 16.02.2 as follows:

Where an employee has exhausted her sick leave and any other leave entitlement under this agreement, she may apply to the Ways and Means Fund for further financial support.

AGREED MARCH 30, 2012

ARTICLE 16.13 – BEREAVEMENT LEAVE

Revise existing Article 16.13 to read: “Upon request, an employee shall be granted leave paid at full salary of up to four thirty-fifths of her Appointment Contract(s) as bereavement leave on the death of a member of her immediate family or equivalent.”

AGREED MARCH 19, 2012

ARTICLE 16.18 – SUPPLEMENTARY COMPASSIONATE/BEREAVEMENT LEAVE

Add a new Article 16.18 as follows:

- (i) Where an illness to an immediate family member or equivalent has been diagnosed as life-threatening or terminal, and the employee has exhausted her paid leave pursuant to 17.14 and the ill immediate family member or equivalent has not recovered, the employee may borrow up to an additional three thirty-fifths of paid bereavement leave entitlement to attend to the ill individual. Should the

death of the individual occur subsequently, the employee shall be entitled to bereavement leave paid at full salary of up to the unused portion of her entitlement pursuant to 17.15.

(ii) Should the death of a member of her immediate family or equivalent occur while an employee is on leave pursuant to 17.14 such leave shall be continued as bereavement leave of up to an additional four thirty-fifths of her Appointment Contract(s) from the date such death occurred.

(iii) If at all possible, in the interests of avoiding confusion which could disadvantage the employee and in recognition of the hiring unit's need to fill the position(s) for any extended period per (i) or (ii), the employee should endeavour to notify the hiring unit in each case of her intention to continue her leave.

AGREED MARCH 19, 2012

LEAVES AFTER EXPIRY OF CONTRACT

Add a new Article 16.19 as follows:

16.19 LEAVES AFTER EXPIRY OF CONTRACT(S)

(i) Where the expected date of delivery or adoption occurs after, and within four months of, the expiry of the employee's contract(s), the employer shall pay an employee maternity leave per Article 16.08, caregiver leave per Article 16.09, adoption leave per Article 16.10 or supplemental benefits pursuant to the "Supplemental Benefits Plan" specified in Article 16.03 and subject to relevant Employment Insurance Regulations, up to the maximum of the employee's full entitlement per Articles 16.08, 16.09, or 16.10 based on Appointment Contract(s) held in the previous session, provided that at the date of birth the employee has been offered an appointment, or has applied for and is reasonably expected to be offered an appointment in an academic session commencing within approximately four months after the expiry of the employee's previous contract(s).

(ii) If at the commencement of her next appointment(s), the employee in receipt of benefits per (i) has not used her maximum entitlement in time off or paid portion, she shall be entitled to paid maternity leave and/or time off up to the portion of unused thirty fifths (i.e. the full entitlements specified in Articles 16.08 and 16.10 less benefits already paid/less weeks since birth), which shall be based on Appointment Contract(s) for that session and shall be taken at the beginning of the session.

(iii) Where the date of delivery or adoption occurs during the period of an appointment the Employer, the supervisor, the Union and the member shall meet to discuss the potential completion by the member of the appointment in whole or in part, any potential exchange of services, or any other issues related to the fact that the delivery or adoption is expected to occur during the period of the appointment. If the member does complete the appointment, she shall receive payment in lieu of the paid time off, or if she performs part of the appointment she will receive a pro rata payment. Requests to complete the appointment and receive payment in lieu of paid time off shall not be unreasonably denied.

AGREED APRIL 10, 2012

ARTICLE 17 – DURATION AND MODIFICATION OF AGREEMENT

Revise existing Article 17.01 to read “This agreement shall continue in force and effect from the date of ratification to August 31, 2014 and shall....”

AGREED APRIL 11, 2012

ARTICLE 18 – WAYS & MEANS FUND

Amend existing Article 18 as follows:

Add the following new second paragraph to existing Article 18:

“In addition, \$10,000 will be allocated to the Fund each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g. adaptive computer).”

AGREED APRIL 11, 2012

ARTICLE 19 – PROFESSIONAL DEVELOPMENT FUND

Amend the first sentence of Article 19 to read as follows:

Effective September 1, 2011 the Employer agrees to contribute \$125,000 to the Professional Development Fund.

AGREED MARCH 15, 2012

ARTICLE 21 - FUND PROTECTION

Revise Article 21 as follows:

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, ~~2009~~2011 and October 1, ~~2010~~2012. The basis on which growth in the number of employees will be measured is the number of employees as of October 1, 2008. 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. As an example of how this Article will apply, if the per employee amount available is \$10 based on 100 employees as of October 1, 2008 and the number of employees increases to 110 as of October 1, ~~2009~~2011, the fund will be supplemented by \$100 in the ~~2011-2012~~second year of the Collective Agreement. If the number of employees is 90 as of October 1, ~~2010~~2012, no supplement will be required and the fund will be \$1000.

Add the following to existing Article 21:

- Article 18 – Ways & Means Fund

STET THE BALANCE OF THE ARTICLE.

AGREED MARCH 15, 2012

ARTICLE 22 – CUPE BENEFITS FUND

Revise existing Article 22 to read as follows:

Effective September 1, 2011 the Employer will provide to CUPE 3903 the total amount of \$100,000 to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. Effective September 1, 2012 increase the total amount to \$150,000.

AGREED APRIL 5, 2012

ARTICLE 23 – UHIP FUND

23.01 The employer will establish a fund of up to \$77,000 for the purpose of defraying the cost of UHIP premiums for international students who pay these premiums.

AGREED NOVEMBER 25, 2011

ARTICLE 25 - EQUITY FUND

25.01 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. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

AGREED NOVEMBER 25, 2011

Delete existing Appendix E – UHIP Fund, Appendix F – Transsexual Fund and Appendix G – Equity Fund and renumber existing Appendix H – York Atlas to Appendix C and existing Appendix J – Graduate Assistant Workload Form to Appendix D.

AGREED NOVEMBER 25, 2011

LETTER OF INTENT #1

Revise existing Letter of Intent 1 as follows:

In the event tuition fee rates for graduate students (except MBA, IMBA, MPA, part-time LLM, MHRM, and MDes) are increased above the currently frozen tuition rates, as announced by the University on September 28, 2005, and/or administrative or ancillary fees are increased, the Administration ensures that members of the bargaining unit who register full-time and pay fees will not have their compensation eroded by increases to these fees for the term of this collective agreement.

Add a new Letter of Intent #2 as follows:

The parties agree that any across-the-board increase in the salary/wage rates negotiated by the parties shall not be offset by a decrease in monies from other sources in subsequent sessions in defining annual minimum funding levels for individual graduate students, all other things being equal. The parties agree that the monetary value of any increase in the salary/wage rates negotiated by the parties shall represent an increase in the annual minimum funding levels for individual graduate students. This

is not intended to guarantee previous levels of actual funding for individual graduate students year-over-year.

As an illustration, a graduate student is awarded a minimum funding level for a given year of \$20,000, and the wage/salary component is \$10,000 in that year. If the negotiated wage/salary increase for the next year is 2%, then the value of the negotiated wage/salary rate increase would be \$200 and the minimum funding level in the next year would become \$20, 200.

If an employee raises a concern about the application of the above provisions the parties will meet promptly to discuss the issue and endeavour to resolve it if necessary.

Letter of Intent re Core Competencies

Add a new Letter of Intent 3 as follows:

Letter of Intent 3 – Core Competencies

The Employer notes that the Employment Equity Plan in respect of employees in the CUPE 3903 bargaining unit provides for the provision of a module on Code-based discrimination and harassment in conjunction with the University's existing School for Academic Administrators and that workshop participants will include chairs, undergraduate program directors, and graduate program directors.

The Employer confirms its intent to implement obligatory participation in the module on Code-based discrimination and harassment for chairs, undergraduate program directors and graduate program directors, appointed or renewed after January 1, 2013.

AGREED APRIL 9, 2012

Add a new Letter of Intent 4 as follows:

LETTER OF INTENT 4 – UNIVERSITY PROCEDURES FOR DEALING WITH COMPLAINTS OF HARASSMENT OR DISCRIMINATION

The University will initiate a review of its Procedures for Dealing with Complaints of Harassment or Discrimination in regard to the Procedure's timelines within 90 days of the ratification of the renewal collective agreement. This review will include consultation with CUPE 3903 for its input on the timelines.

AGREED APRIL 11, 2012

APPENDIX F – TRANS FUND

In response to Union proposal #48 amend the first two sentences into a new single first sentence of existing Appendix F to read as follows:

Effective September 1, 2011 the \$10,000 allocated to this Fund will be increased to \$20,000.

AGREED MARCH 15, 2012

APPENDIX J – GRADUATE ASSISTANT WORKLOAD FORM

Add the following to the form immediately above the first Assistantship Supervisor signature line:

The Supervisor shall meet with the Graduate Assistant by no later than 4 weeks following the start of the assignment to complete this Workload Form.

7. All outstanding proposals are withdrawn.

SIGNED at Toronto this day of April, 2012

FOR THE EMPLOYER

FOR THE UNION

Per: Alice Pitt

Per: Amanda Moyer

Per: Barry Miller

Per: Nicole Leach

Per: Rob Lawson

Per: Raj Virk

Per: Mohan Mishra

Per: Russ Armstrong