

## UNIT 1

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 ~~18~~ 19

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 17 highlighted for easy reference.~~

~~4. Employer proposal to amend existing Article 6.15.2 of grievance procedure withdrawn given agreement on Articles 4.03 and 4.04~~

**APRIL 12**, 2012 YORK UNIVERSITY SETTLEMENT OFFER FOR UNIT 1  
IN THE MATTER OF COLLECTIVE BARGAINING 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 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 10.04.1 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 10.04.1 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**

## **TABLE OF CONTENTS**

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), 6.06, 6.07, 6.15.1, and 8.03.2(i)).

**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**

## **LIBERAL ARTS & PROFESSIONAL STUDIES**

Change references to “Atkinson” or “Atkinson College” in the collective agreement to “Liberal Arts & Professional Studies” as relevant and appropriate.

**AGREED APRIL 11, 2012**

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 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 4.03.4 (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 10.01**

Revise existing Article 10.01 as follows:

10.01.1 The parties recognize that the employer wishes to provide teaching opportunities for full-time graduate students. Such students will normally be employed in tutor 1, tutor 2, tutor 3, tutor 4, tutor 6, tutor 7, or writing instructor positions. However, the employer reserves the right to appoint such students to no more than thirty-five course director positions (not including any course director positions to which full-time graduate students are appointed when there have been no suitably qualified candidates with applicable prior experience in Unit 2 for course director positions originally posted in Unit 2) during any twelve-month period ending 31 August. The employer further reserves the right to appoint such students to up to an additional five positions in the Faculty of Environmental Studies. Further, the employer reserves the right to appoint such students to an as yet undetermined number of additional positions in the Faculty of Education which will be based on the number of "net new" course director positions in the faculty, subject to a process to be worked out between the parties via the Labour/Management Committee. In the event that either the Faculty of Environmental Studies or the Faculty of Education does not use all of their allotted positions, they will not be transferable to, nor can they be borrowed by, other Faculties.

Notwithstanding Article 10.01.2, the employer further reserves the right to appoint such students to additional positions equal to one-third of the number of Research release-time stipends granted each year to holders of SSHRC Research Grants. If a hiring unit has an even number of research release-time stipends in a single year, the ratio shall be achieved by averaging the positions over two or more years.

The Administration will ensure - and verify through report - that released courses

are being distributed on the basis of one Unit 1 ticket for each group of two Unit 2 replacement appointments. The courses filled must have been taught in the previous year by a faculty member on release, or by a faculty member now taking on courses of released colleagues, or courses that the faculty member on leave had been scheduled to teach. These Unit 1 tickets shall not exceed the fore noted ratio. The Administration will report as soon as the grants are accepted and again, when the appointments begin.

Each Faculty and/or School/Department will develop a documented application process for ticketed Course Director positions which shall be made available to those who want to apply for Course Director positions. These processes shall specify the selection criteria.

## **ARTICLE 10.03**

Revise the following paragraph of existing Article 10.03 as follows:

A teaching assistant shall be paid the base salary at the rates set out in Article 10.04.1 for any teaching assistantships or fractional teaching assistantships beyond the first full teaching assistantship in each twelve-month period. The grant-in-aid applies only to the first full teaching assistantship (or to fractional teaching assistantships to the total of a first full teaching assistantship) as defined in Article 10.02.1 during each ~~1 May to 30 April~~ 1 September to 31 August twelve-month period. In the case of a fractional teaching assistantship, the value of the grant-in-aid need not be paid to computer centre advisors unless the position is being used to fulfil the employer's priority pool obligations to the individual. For the purposes of this article, a full-time graduate student is as defined in the Faculty of Graduate Studies calendar.

## **AGREED APRIL 11, 2012**

### **10.03.1 REMUNERATION FOR TEACHING ASSISTANTS**

For September 1, 2011 increase the September 1, 2010 rates by 2.0% ATB, for September 1, 2012 increase those rates by 2.0% ATB, and then for September 1, 2013 increase those rates by 2.0% ATB.

**10.03.2** Add new 10.03.2 to read: "For employment insurance purposes only a course instructor for a 6 credit course will be deemed to have worked **535** hours. Other assignments will be prorated."

**AGREED APRIL 11, 2012**

**10.04.1 SALARY RATES**

For September 1, 2011 increase the September 1, 2010 rates by 2% ATB, for September 1, 2012 increase those rates by 2% ATB, and then for September 1, 2013 increase those rates by 2% ATB

**ARTICLE 10.11**

Revise existing Article 10.11 as follows

**10.11 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 10.12 GRADUATE FINANCIAL ASSISTANCE**

Revise existing Article 10.12 to read as follows:

**10.12 GRADUATE FINANCIAL ASSISTANCE**

All members of the bargaining unit who are visa students shall receive for each term in which they are registered full time and pay fees \$715 per term. Beginning in the summer of 2012 increase from \$715 per term to \$745 per term and beginning September 2012 increase to \$775 per term. Beginning in the Summer of 2012 visa students 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 fees \$810 865 per term. Beginning in the Fall of 2012 visa students in the second year of the priority pool or a later year of the priority pool will receive in each term for which they are registered full-time and pay fees \$860 925 per term. ~~and~~ aAll other members of the bargaining unit shall receive for each term

in which they are registered full-time and pay fees \$590 per term. Beginning in the Summer of 2012 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 fees \$685 710 per term. Beginning in the Fall of 2012 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 fees \$735 740.

The Faculty of Graduate Studies will make best efforts to post the monies to the students' accounts by November 1 for the fall term, March 1 for the winter term and July 1 for the summer term.

## **ARTICLE 10.13 PENSION PLAN**

Revise existing Article 10.13 as follows:

### **10.13 PENSION PLAN**

10.13.1 The employer shall provide for those eligible employees who are not members of a full-time pension plan and who are not eligible to be members of a full-time pension plan at York University or elsewhere an opportunity to participate in the York University Pension Plan (the Plan)..

10.13.2 ~~To be eligible for participation in the Plan, employees must have earnings equal to or greater than the 1 September course director rate in each of two consecutive calendar years.~~ All eligible members who are not enrolled in the Plan will be notified of their eligibility in writing by ~~February 28~~October 31 each year. This notice of eligibility will include the formula in the Pension Plan for employee and employer contributions to the Plan along with a generic example illustrating employee and employer contributions based on a particular number of Course Directorships.

10.13.3 The union shall select one representative to sit on the All-University Pension Committee and at least one representative to sit on the Board of Trustees of the Plan.

10.13.4 The employer agrees to continue to sponsor educational programs mounted by the Retirement Consultation Centre for the University community.

10.13.5 The employer shall provide the Union with copies of all Plan text amendments, actuarial valuation reports, financial statements and annual information returns required to be filed with pension regulatory authorities. The employer shall also



provide a plain language pension plan booklet, a copy of which can be accessed at [website address] which booklet shall be updated from time to time as necessary.

## **ARTICLE 11 – POSTINGS**

Revise existing Article 11.01.2 to read as follows:

- 11.01.2(i) In posting course director positions, and teaching assistantships, postings shall contain the following statement: “York University encourages applications from Aboriginal peoples, persons with disabilities, members of visible minorities, and women and invites applicants to review the University’s Employment Equity Plan for employees in CUPE 3903, a copy of which is at [web site address].”~~In accordance with our employment equity goals for these positions, applications are particularly encouraged from aboriginal peoples, persons with disabilities, visible minorities, and women.~~
- (ii) For ~~In posting~~ summer teaching assistantships per Article 12.01.2, ~~postings shall contain the following statements: In accordance with our employment equity goals for these positions, applications are particularly encouraged from aboriginal peoples, graduate visa students, persons with disabilities, visible minorities, and women.~~ Priority shall be given to qualified graduate visa student applicants.

## **AGREED MARCH 23, 2012**

- 11.01.3 Positions shall be posted by the hiring unit on one of its bulletin boards with a copy to the union, corresponding hiring units, the Faculty of Graduate Studies and all relevant Graduate Programs within the University where, immediately upon receipt, the positions shall be posted. Each hiring unit will number its postings sequentially as a given number within a series.

## **11.05 NEW OR REVISED POSTINGS**

Add a new Article 11:05 as follows:

- 11.05 Where a hiring unit has made substantive changes in the qualifications to a

posting since the last posting for the position in question, or where a position is being posted in the hiring unit for the first time, the posting notice shall be designated as NEW in large, bold type and the changes will be highlighted in the posting. Where a hiring unit has made other changes to a posting since the last posting for the position in question a posting notice shall be designated as REVISED in large, bold type and the changes will be highlighted in the posting.

**AGREED APRIL 10, 2012**

## **ARTICLE 12 APPOINTMENTS**

Revise existing Article as follows and renumber as necessary:

### **12.01 APPLICATIONS**

12.01.1 All applicants for positions, including priority applicants as described in 12.03.1, must apply directly and in writing, providing an updated application (specific or general, see Appendix F) and/or *curriculum vitae* to each of the hiring units in which she seeks employment. With the exception of newly admitted PhD 1 students, Aa general application shall be submitted between 15 November and 31 January, and shall apply to all positions in the hiring unit for all academic sessions that commence during the twelve months following 31 January. The employer agrees to notify all full-time graduate students of the dates for submitting general applications. The employer undertakes that no appointments shall be made prior to 31 January. Any applications submitted outside of these dates shall be specific to a particular position(s).

**AGREED APRIL 11, 2012**

### **ARTICLE 12.07 - WRITTEN OFFER OF APPOINTMENT**

Revise existing Article 12.07 as follows:

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 to the hiring unit, and the other will be retained by the appointee. A Revenue Canada TD1 form shall be included with the first "Offer of Appointment" sent to an employee for each academic session. \_

~~12.07.2 Where practicable, a hiring unit shall prepare a "Full-Time Graduate Student Personnel Action Form" for each appointment no later than five working days after receipt of a signed "Offer of Appointment." Once prepared, such forms shall be immediately forwarded for processing so as to ensure payment of the employee on the first regular payday of her appointment period, where practicable. Where returned by the appointee, a completed Revenue Canada TD1 form shall be attached to the Personnel Action Form.~~

12.07.3-2 When practicable, course directors shall be advised in writing of appointments two months prior to the beginning of the term in which the course will be offered in order to allow adequate preparation time.

### **AGREED APRIL 11, 2012**

#### **15.04.1 AUTHORIZED REPLACEMENT**

For September 1, 2011 increase the September 1, 2010 rates by 2.0% ATB, for September 1, 2012 increase those rates by 2.0% ATB, and then for September 1, 2013 increase those rates by 2.0% ATB

#### **ARTICLE 15.09 – EXECUTIVE SERVICE**

Revise existing Article 15.09.2 as follows:

15.09.2 Full -time graduate students who have served on the CUPE 3903, CUPE Ontario or National Executive, or OUWCC Executive for at least six months may, on the basis of such service, submit petitions for academic extensions for a total of twelve months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on service on the union executive, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing, including the basis upon which she decided that the effect of such service upon the progress of the student's work was not sufficient to grant the petition, to the individual with a copy to the Union. Such a request shall not be unreasonably denied. Petitions of full time graduate students which are granted shall be granted for full-time status with an additional year in the priority pool and petitions of part-time students which area granted shall be granted for part-time status.

### **AGREED MARCH 30, 2012**

## **ARTICLE 15.11.2.1 – LISTSERVES**

Add a new Article 15.11.2.1 as follows:

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

**AGREED MARCH 30, 2012**

## **ARTICLE 15.13 – CHILDCARE FUND**

In both Article 15.13.2 and 15.13.3 amend “\$30,000” to “\$40,000”.

**AGREED APRIL 11, 2012**

## **ARTICLE 15.14 – GRADUATE STUDENT BURSARY FUND**

Revise existing Article 15.14 to read as follows:

### **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. In ~~2008, 2009 and 2010~~2011 the amount allocated to the fund shall be ~~\$185,000~~205,000, and in 2012 and 2013 the amount allocated to the fund shall be \$225,000. An annual report on the disbursement of monies shall be submitted to the Labour/Management Committee.

**AGREED MARCH 30, 2012**

## **ARTICLE 15.15 – RESEARCH COSTS FUND**

Revise existing Article 15.15 to read as follows:.

### **15.15 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 ~~2008-2009~~2011-2012 the amount allocated to the fund shall be ~~\$52,000~~80,000. Effective September 1, ~~2009~~2012, the amount allocated to the fund shall be ~~\$60,000~~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**

### **ARTICLE 15.16 – PROFESSIONAL DEVELOPMENT FUND**

Amend the first sentence of Article 15.16 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 15.19 - CUPE 3903 PH.D. COMPLETION FUND**

In the last line of existing Article 15.19 amend “In Effective” to “Effective”.

~~Nota bene: Union proposal #63 is still pending, and may further amend this article.~~

### **AGREED NOVEMBER 25, 2011**

### **ARTICLE 15.21 – TRANS FUND**

Amend the first two sentences into a new single first sentence of existing Article 15.21 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**

**ARTICLE 15.24 - FUND PROTECTION**

Revise first paragraph of existing Article 15.24 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 15.24:

- Article 20 – Ways & Means Fund

STET THE BALANCE OF THE ARTICLE.

**AGREED MARCH 15, 2012**

**ARTICLE 15.25 - 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 15.26 – CUPE BENEFITS FUND**

Revise existing Article 15.26 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 17 - LEAVES**

In Article 17.11 (i) amend the existing reference to “supplemental benefits pursuant to the ‘Supplemental Benefits Plan’ specified in Article 17.11” to read “...specified in Article 17.10...”.

**AGREED NOVEMBER 25, 2011**

**ARTICLE 18 - CORRESPONDENCE**

Revise to reflect new addresses after move from EOB

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

|                                      |  |
|--------------------------------------|--|
| <b>TO THE EMPLOYER:</b><br>Relations | <del>Department of Faculty Office of Academic Employee-</del><br><del>Relations</del><br><del>G26 East Office Building</del> <u>276 York Lanes</u><br>York University<br>4700 Keele Street<br>Toronto, Ontario M3J 1P3 |
|--------------------------------------|--|

|                      |   |
|----------------------|---|
| <b>TO THE UNION:</b> | The Executive<br>Canadian Union of Public Employees, Local 3903<br><del>104 East Office Building</del> <u>[TBD]</u><br>York University<br>4700 Keele Street<br>Toronto, Ontario M3J 1P3 |
|----------------------|---|

**AGREED DECEMBER 2, 2011**

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

Revise as per term of renewal collective agreement

19.01 This agreement shall continue in force and effect from the date of ratification to 31 August ~~2011-2014~~ 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 lock out accrues, whichever first occurs.

**AGREED APRIL 11, 2012**

## **ARTICLE 20 – WAYS & MEANS FUND**

Add the following new second paragraph to existing Article 20.01:

“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**

## **LETTER OF INTENT 6**

Revise existing Letter of Intent 6 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 11 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 12 as follows:

### **Letter of Intent 12 – 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 13 as follows:

### **LETTER OF INTENT 13 – 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**

## LETTER OF UNDERSTANDING – TEACHING DEVELOPMENT

Revise existing letter as follows:

### LETTER OF UNDERSTANDING - TEACHING DEVELOPMENT TUTOR 7'S GRADUATE ASSISTANTS - "TD7GA's"

~~Effective September 1, 2011 Teaching Development Graduate Assistants will be termed Teaching Development Tutor 7's and will be solely within the jurisdiction of Unit 1. With the understanding that the Teaching Development Graduate Assistantships currently being awarded in each graduate program are not within the jurisdiction of CUPE 3903, the employer agrees that, for benefits and seniority purposes, each TDGA position will be comprised of one half of a graduate assistantship and one half of a teaching assistantship. For most TDGA's, who have held prior full teaching assistantships, this will be sufficient to secure them full benefits coverage. In the rare case that the holder of a TDGA has not held a full teaching assistantship in the past, that individual will be extended full benefits coverage as if they had. In addition, individuals who hold TDGA positions will be extended the seniority equivalent to a full teaching assistantship in CUPE 3903's jurisdiction. The rationale for treating them in this fashion is so that holders of these prestigious positions will not be deprived of the benefits of membership in Unit 1 as a consequence of holding one.~~

**AGREED JANUARY 6, 2012**

### LETTER OF AGREEMENT: ADDITIONAL FUNDING FOR PRIORITY POOL MEMBERS

Revise first paragraph of existing Letter of Agreement and delete Transitional Provisions as follows:

#### LETTER OF AGREEMENT: ADDITIONAL FUNDING FOR PRIORITY POOL MEMBERS

The Union may initiate a meeting with the Dean of FGS or designate, the member, a representative ~~of Faculty Relations of Academic Employee Relations~~ and the Union to held as expeditiously as possible with a view to discussing the concerns of members. Note – Grievances Regarding the Letter of Agreement May be Initiated at Step 4 of the Grievance Process.

....

*Transition Provisions for September 1, 2005 to August 31, 2006-01-03*

~~For the first year of the collective agreement (September 1, 2005 to August 31, 2006), the minimum guarantee will be administered as follows:~~

~~Additional work and/or funding scheduled for the 2005 fall term and/or the 2006 winter term in fulfilment of the minimum guarantee as of the ratification of the collective agreement will be deemed to apply to the new minimum guarantee period from September 1, 2005 to August 31, 2006. Any eligible priority pool members whose minimum guarantee support, either in the form of an additional work assignment or funding, was not provided in the 2005 summer term will, in addition to their minimum guarantee support applicable to the September 1, 2005 to August 31, 2006 period, receive minimum guarantee support in the form of a work assignment or funding in one of the 2005 fall term, 2006 winter term, or 2006 summer term. No eligible priority pool member will be required to have more than one minimum guarantee work assignment in the 2005/06 fall/winter session under this transitional arrangement. It is understood that any person whose minimum guarantee for the May 1, 2005 to April 30, 2006 period under the 2002-2005 collective agreement has been met by two tutor 1 positions in the 2005-2006 fall/winter session will be deemed to have had the minimum guarantees for both the May 1, 2005 to April 30, 2006 period under the 2002-2005 collective agreement and the September 1, 2005 to August 31, 2006 period under the 2005-2008 collective agreement met. Such persons will also not be subject to the provision above that no eligible priority pool member will be required to have more than one minimum guarantee work assignment in the 2005-2006 fall/winter session under the transitional arrangement. Examples illustrating this transitional arrangement are provided below.~~

*Examples illustrating the transitional arrangement:*

- (1) ~~A student entering the priority pool in the second year of their doctoral program September 1, 2005 (and who is therefore eligible to receive minimum guarantee funding over the 12 month period May 1, 2005 to April 30, 2006 under the 2002-2005 collective agreement) has received no minimum guarantee funding support in the 2005 summer term:
  - ~~–They will receive minimum guarantee support in the form of an additional work assignment or funding in 2005-2006 fall/winter session and minimum guarantee support in the form of an additional work assignment or funding in the 2006 summer session~~~~
- (2) ~~A student entering the second year of their priority pool status and third year of their doctoral program September 1, 2005 has received minimum guarantee support in the 2005 summer term in fulfilment of the minimum guarantee for the 12 month period May 1, 2005 to April 30, 2006 under the 2002-2005 collective agreement. This student will receive minimum guarantee support in the form of~~

~~an additional work assignment or funding for the 12-month period September 1, 2005 to August 31, 2006.~~

~~(3) A student entering the third year of their priority pool status and fourth year of their~~

~~doctoral program September 1, 2005 (and who is therefore eligible to receive minimum guarantee funding over the 12-month period May 1, 2005 to April 30, 2006 under the 2002-2005 collective agreement) has received no minimum guarantee support in the 2005 summer term but has had their 2005-2006 minimum guarantee met by a full fall/winter ta'ship. This student will receive no further minimum guarantee support for the 12-month period September 1, 2005 to August 31, 2006.~~

~~It is understood that where a member has been appointed to and accepted an assignment of work during the 2005 fall term and/or the 2005-2006 fall/winter session which is in addition to the regular full ta'ship and which was not assigned to fulfil the minimum guarantee, this assignment will not be deemed as a minimum guarantee assignment for the September 1, 2005 to August 31, 2006 period. Any such member shall be entitled to a minimum guarantee assignment for the September 1, 2005 to August 31, 2006 period. However, where a member has been appointed to and accepted an assignment of work for the 2006 winter term, this assignment may be deemed a minimum guarantee assignment provided that the member is notified of such in advance of the start of the work assignment.~~

~~With respect only to the September 1, 2005 to August 31, 2006 transition period members who hold an external scholarship for the period May 1, 2005 to April 30, 2006 will not by reason of that scholarship be ineligible for a minimum guarantee during the September 1, 2005 to August 30, 2006 period.~~

**AGREED JANUARY 6, 2012**

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

Add the following to the Appendix "B" letter:

If you are a person with a disability and wish to discuss workplace accommodation please contact the University's Employee Well Being Office [insert web address].

**AGREED APRIL 11, 2012**

**APPENDIX “F” – APPLICATION FOR TEACHING ASSISTANTSHIP POSITION**

Add the following to Appendix “F”:

If you are a person with a disability and wish to discuss workplace accommodation please contact the University’s Employee Well Being Office [insert web address].

**AGREED APRIL 11, 2012**

**APPENDIX G**

**REMUNERATION FOR TEACHING ASSISTANTS**

**Revise Appendix G on the basis of new September 1, 2011 rates.**

6. All outstanding proposals are withdrawn.

SIGNED at Toronto this        day of April, 2012

FOR THE EMPLOYER

\_\_\_\_\_  
Per: Alice Pitt

\_\_\_\_\_  
Per: Barry Miller

\_\_\_\_\_  
Per: Rob Lawson

FOR THE UNION

\_\_\_\_\_  
Per: Michaela McMahon

\_\_\_\_\_  
Per: Ryan O’Neil

\_\_\_\_\_  
Per: Manuel Marques-Bonilla

\_\_\_\_\_  
Per: Raj Virk

\_\_\_\_\_  
Per: Mohan Mishra

\_\_\_\_\_  
Per: Russ Armstrong