

Changes to March 25 pass of the parties are marked in bold, italicised red text or with red, italicized strikethrough

April 4, 2024 Union Without Prejudice or Precedent Framework for Settlement

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

B E T W E E N:

YORK UNIVERSITY

(the “Employer”)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903

(the “Union”)

**MEMORANDUM OF SETTLEMENT FOR A RENEWAL
COLLECTIVE AGREEMENT – UNIT 1**

1. This Memorandum of Settlement is tabled without prejudice to the employer’s tabling of amended or new proposals in the course of continued collective bargaining.
2. The term of the renewal collective agreement shall be from September 1, 2023, to August 31, 2026, and shall have no retroactive effect whatsoever other than as expressly set out herein.
3. Employees in the bargaining unit as of the date of ratification will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, 2023 up to the date of ratification and what they would have received during the same period of time had the wage, Grant-in-Aid, and Graduate Financial Assistance rates been increased effective September 1, 2023 by 5.0%. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.
4. The renewal collective agreement shall be in the same form as the predecessor 2020-23 Collective Agreement other than as modified by Schedule “A”, “B”, “C” “D” and “E” to this Memorandum of Settlement.
5. The Union reserves the right to withdraw or amend any or all proposals set out at Schedule “A”, “B”, “C” “D” and “E” if all items not agreed to.
6. All other proposals not included in the final form of this Memorandum of Settlement are withdrawn.
7. The final form of the renewal collective agreement is subject to a housekeeping review including, for example, consecutive numbering of all Articles and numerical consistency in references to Articles throughout the collective agreement.
8. Article numbers set out in Schedules “A”, “B” and “C” and “D” below are taken from the 2020-23 Collective Agreement and are subject to change in accordance with agreements reached in Schedule “E”.

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

Proposal Regarding Bill 124 Wage Re-Opener

1. In recognition of the fact that Bill 124, enacted by the Ontario government in 2019, placed unconstitutional restrictions on CUPE 3903's right to free collective bargaining in negotiating contracts for the three-year period covering September 1, 2020 to August 31, 2023, the Union is seeking mutual agreement on any Bill 124 re-opener issues for the 3-year moderation period from September 1, 2020, to August 31, 2023, in the context of negotiations for a multi-year renewal collective agreement on compensation issues from September 1, 2023, onward.
2. Moderation Period Pay Increases:
 - a. Effective September 1, 2020, retroactive increase to Article 10.04.1 (Salary Rates), Article 10.03.1 (Grant-In-Aid), Article 10.12 (Graduate Financial Assistance) and Article 15.04.1 (Authorized Replacement) of ~~3.25%~~ **4%**.
 - b. Effective September 1, 2021, retroactive increase to Article 10.04.1 (Salary Rates), Article 10.03.1 (Grant-In-Aid), Article 10.12 (Graduate Financial Assistance) and Article 15.04.1 (Authorized Replacement) of ~~3.5%~~ **4%**.
 - c. Effective September 1, 2022, retroactive increase to Article 10.04.1 (Salary Rates), Article 10.03.1 (Grant-In-Aid), Article 10.12 (Graduate Financial Assistance) and Article 15.04.1 (Authorized Replacement) of ~~3.75%~~ **4%**.
3. Employees who held appointments in the bargaining unit during the moderation period will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, 2020, up to the date of August 31, 2023. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.

Schedule “B” to Memorandum of Settlement for A Renewal Collective Agreement**Proposals Regarding Salary, Grant-In-Aid, Graduate Financial Assistance****1. Article 10.04.1 (Salary Rates) and Article 15.04.1 (Authorized Replacement)**

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

- ~~4.75%~~ ~~5%~~ effective September 1, 2023;
- ~~4.0%~~ ~~5%~~ September 1, 2024;
- ~~3.75%~~ ~~5%~~ September 1, 2025.

2. Article 10.03.1 (Grant-In-Aid)

Increase Grant-in Aid rates by

- ~~4.75%~~ ~~5%~~ effective September 1, 2023;
- ~~4.0%~~ ~~5%~~ September 1, 2024;
- ~~3.75%~~ ~~5%~~ September 1, 2025.

3. Article 10.12 (Graduate Financial Assistance)

Increase Graduate Financial Assistance rates by

- ~~4.75%~~ ~~5%~~ effective September 1, 2023;
- ~~4.0%~~ ~~5%~~ September 1, 2024;
- ~~3.75%~~ ~~5%~~ September 1, 2025.

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

Agreed to Items

1. Article 1.02 – Definitions
2. Article 4.01 – Discrimination
3. Article 4.03 – Sexual & Gender Harassment
4. Article 4.04 – Racial & Ethnic Harassment
5. Article 4.06 – Printing Collective Agreement
6. Article 5.01.1-5.01.3 – Labour Management Committees **[signed off 2024-03-06]**
7. Article 5.03.4 – Use and Reporting of Data
8. Article 5.03.5 – Underrepresentation
9. Article 7 – Arbitration
10. Article 8 – Discipline
11. Article 10.02.4 – Workload
12. Article 10.04.4 – Tutor 3 Definition
13. Article 10.09 – Vacation Pay
14. Article 10.12 – Graduate Financial Assistance
15. Article 12.01.4 – Appointments
16. Article 12.04.1 – Appointment Information
17. Article 12.07.1 – Written Offer of Appointment
18. Article 15.13.1 – Childcare Fund
19. Article 15.16 – Professional Development Fund
20. Article 15.22 – Equity Fund
21. Article 15.24 – Fund Protection
22. Article 17.06 – Pregnancy Leave
23. Article 17.09 – Unpaid Parental Leave
24. Article 17.10 – Supplemental Benefits
25. Article 19.01 – Duration of the agreement
26. Letter of Intent #1
27. Letter of Understanding – Representation Thresholds

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

ARTICLE 1 – PURPOSE AND DEFINITIONS

1.02 Definitions

1.02.1 Definition of Day

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

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

ARTICLE 4 – DISCRIMINATION AND HARASSMENT

4.01 [...]

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

[...]

4.03 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT

4.03.1 [...]

(iv) to discipline, where appropriate, an employee—harasser **respondent** pursuant to the provisions of Article 8.

[...]

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

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

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

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

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

~~4.03.5 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the **Employer’s** decision by the employee.~~

4.03.56 When a grievance [...]

4.03.67 Separation of Complainant and Alleged Harasser **Respondent**

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

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

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

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

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

[...][Renummer subsequent articles as necessary]

4.03.12 Reprisal

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

4.04 RACIAL AND ETHNIC HARASSMENT

4.04.1 The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language (~~subject to Article 12.02.4~~), race, colour, ethnicity, ancestry, place of origin, nationality, and/or religion, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial and ethnic harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in their student status or employment status as a result of suffering work- related racial or ethnic harassment.

In keeping with this objective, the parties agree:

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

The employer further agrees:

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

[...]

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

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

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

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

~~(ii) the complainant employee or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties they have incurred a penalty in their employment and/or academic situation. The separation itself and any investigation and/or discipline arising~~

~~from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.~~

4.04.4 Separation of Complainant and Respondent

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

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

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

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

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

[...]

~~4.04.7 Separation of Complainant and Alleged Harasser~~

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

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

4.04.12 Reprisal

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

[...]

4.06 PRINTING AGREEMENT

4.06.1 The Employer shall prepare the final form of this agreement for approval of the parties prior to printing. The Employer shall assume responsibility for ~~the printing and distributing to all bargaining unit members and the Union, and distribution of the agreed to number~~ of sufficient copies of the agreed upon final form of this agreement. The parties agree to share equally the costs of printing the agreement. The Employer is also responsible for ensuring that members with visual impairments have access to the collective agreement in an appropriate and accessible format.

4.06.2 The Union shall be responsible for translating the collective agreement into French and printing sufficient copies of the translated agreement for its bilingual and Francophone members and the employer. The Employer agrees to bear one-half the cost of translating the agreement to a maximum of \$5000. The Employer also agrees to bear one-half the cost of printing and distributing **a maximum of** 100 copies of the translated agreement.
Where there is any disagreement as to the interpretation of this agreement, the English version

shall be binding.

ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES

5.01.1 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of ~~three~~ **five** representatives from each party, **inclusive of CUPE 3903 staff representatives and Employer Office of Labour Relations representatives. Each party shall inform the other of the names of the five representatives prior to the first Labour/Management committee meeting of the contract year.**

5.01.2 The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. However, neither the Employer nor the Union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint **Co-Chair**, and the two persons so designated shall alternate in presiding over meetings. Either **Co-Chair** may call meetings on at least two weeks' notice to the other members of the Committee.

5.01.3 ~~As appropriate, the parties may invite the union and employer representatives on the Security Advisory Council to attend a Labour/Management Committee meeting to address any security issues on the agenda. In addition to each party's three representatives, either party may have other persons who are regularly engaged in labour management activity attend the meeting with advance notice to the other party.~~ **As appropriate, either party may also propose to the other that guests with relevant knowledge or expertise attend to speak to specific agenda items with advance notice to the other party.**

[...]

5.0.3.4 Use and Reporting of Data

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

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

[...]

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

- (a) By December 1 each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-identification Representation Data broken down by department and faculty for the most recent consecutive three contract years for which the data is available as of the immediately preceding November 1, per Article **5.03.4(1)(b), and (c), and (d)** ~~(a)(ii)~~. Internal Self-Representation Data will be provided for individual academic units with 10 or more contract faculty members over

the reporting period. For academic units with fewer than 10 contract faculty over the reporting period, the University will provide confirmation of whether that unit is below or has met the equity goal of fair representation for Equity Groups. Subject to any contrary recommendation from the Employment Equity Committee that is adopted by the Parties, for academic units with fewer than 10 contract faculty over the reporting period, Self-Representation Data will be provided for the Faculty as a whole, which serves as the basis for determining underrepresentation in these units per Article ~~5.04.4~~ **5.03.5** (b) below.

- (b) By December 1 of each year, the Employer will provide to the Employment Equity Committee non-confidential Internal Self-Representation data **including intersectionality totals of up to two Equity Groups** correlated with information including number of positions held, position type, and salaries **(by dollar range)** available as of the immediately preceding November 1, per Article 5.03.1(~~ed~~).
- (c) **Internal Self-identification Representation Data, as defined at Article 5.03.4(1)(b) and (c), will show the total number of employees who completed a self-identification survey or applicant self-identification form, as well as the total number of employees in the bargaining unit. For the purposes of the collective agreement, Internal Self-identification Representation will be determined using the number of employees who have completed a self-identification survey or applicant self-identification form.**

5.03.5 Underrepresentation

[...]

- (a) Representation Thresholds

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

[...]

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

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.01 (i) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement. In the conduct of grievances, the employer shall act reasonably, non-discriminatorily and in good faith.
- (ii) A grievance shall be received within twenty-eight calendar days after the employee(s), or in the case of a policy grievance or union grievance as defined below, the union, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.
- (iii) Notwithstanding (ii), and subject to Article 12.14, where the Union queries an appointment or recommended appointment pursuant to Article 12.18 of the Unit 2 collective agreement,

a grievance respecting that appointment or recommended appointment shall be considered if it is received within seventeen **calendar** days of the date of the employer's response to the query, provided that the query is initiated within twenty-eight calendar days after the date of the "Notice of Recommended Appointment." The Employer will respond to the query within ten calendar days of the receipt of the query.

- 6.02 The employer acknowledges the rights and duties of the union officers and stewards to assist employees in preparing and presenting a grievance. ~~The union may form a Grievance Committee for this purpose.~~
- 6.03 **INFORMAL RESOLUTION STEP ONE:** If an employee believes they may have a grievance, they may first ~~submit a grievance to and~~ discuss the matter with their ~~Chair or equivalent, accompanied by their steward or Union representative if they so wish.~~ The Chair shall give their ~~reply in writing within ten calendar days of receiving the grievance.~~ their immediate supervisor, accompanied by their steward if they so wish. The supervisor shall give their reply **in writing** within five calendar days.
- 6.04 **STEP ONE TWO:** If the grievance **matter** is not resolved **through informal resolution at Step One, or where Step One is not exercised,** it shall be set forth in writing **as a grievance**, be signed by the grievor and a union representative and given to their Chair or equivalent within **twenty-eight** ~~fourteen~~ calendar days. At this point, the written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Chair or equivalent shall convene a meeting to discuss the grievance within ten calendar days of the receipt of the grievance and shall give their reply, in writing, within ten calendar days of that meeting.
- 6.05 **STEP TWO THREE:** If the grievance is not resolved at Step **One Two**, ~~the Grievance Committee shall submit the grievance to the Dean of the faculty in question within seventeen calendar days of the date of the Step Two reply.~~ **the grievance shall be submitted to the Dean or designate and the Director, Faculty Relations or designate within seventeen calendar days of the date of the Step One reply.** The Dean or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of the receipt of the grievance and shall give their reply, in writing, within ~~ten~~ **twenty-one** calendar days after that meeting.
- ~~6.06 STEP FOUR: If the grievance is not resolved at Step Three, the Grievance Committee shall submit the grievance to the Executive Director, Faculty Relations within seventeen calendar days of the date of the Step Three reply. The Executive Director, Faculty Relations or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of receipt of the grievance and shall give their reply, in writing, within twenty-one calendar days of that meeting.~~
- 6.06 If the grievance is not settled at ~~Step Four~~ **Step Two**, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the ~~Office of the Executive Director, Faculty Relations~~ **or designate** within twenty-eight calendar days after receipt of the employer's written reply as required in Step **Two Four**. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator ~~or Arbitration Board~~.
- 6.07 Subject to Article ~~6.14~~ **6.13**, the parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If at **any Step Steps Two and Three**, the Employer's representative fails to give their written answer within the required time limit, the union and the employee may file the grievance at the next Step at the expiration of such time limit. If the employee or the Union fails to follow the Grievance Procedure in accordance with the required steps, time limits and conditions the grievance shall be deemed withdrawn.

- 6.08 GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step ~~Two~~**One** if the employees are all employed within a single hiring unit, or at Step ~~Three~~**Two** if employed in different hiring units, **subject to the time limits set out in 6.01 above.** ~~or at Step Four if employed in different faculties.~~
- 6.09 POLICY GRIEVANCE: A policy grievance, defined as involving question of general application or interpretation of this agreement, ~~may~~ **will** be initiated by the union at Step ~~Three or Step Four, as appropriate~~ **Two**, subject to the time limits set out in 6.01 above.
- 6.10** UNION GRIEVANCE: The union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the union, and to seek adjustment with the employer in the manner provided for in this article. Such grievances may be initiated at Step ~~Three~~ **Two, subject to the time limits set out in 6.01 above.**
- 6.11 If the union notifies the employer in writing of an alleged violation of the collective agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Such notification shall include a detailed statement of the matter in dispute and the specific provision(s) or interpretation of the agreement that allegedly have been violated.
- 6.12 The withdrawal of a grievance at any Step shall be without prejudice to grievances on similar matters if the employer receives written notification of this decision from the union. Settlements by the Employer of **matters at the informal resolution stage or of** grievances at Steps One and Two shall not prejudice the position of the employer or the union with respect to other grievances.
- 6.13 Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.
- 6.14 In exceptional circumstances, the union may apply to the ~~Office of the Executive Director,~~ **Faculty Relations** for expedited processing of a grievance. ~~The Office of the Executive Director, Faculty Relations or designate shall respond to this application within seven calendar days. When it is agreed that circumstances warrant it, the parties can agree to commence the grievance procedure at Step~~ **Two** ~~Four.~~ Time limits set out in Article 6.01 above apply after the union has received the response from the ~~Office of the Executive Director, Faculty Relations.~~
- 6.15 On application by the union, grievances alleging violations of Article 2.03, 4.01, 4.02, 4.03, 14.01 and grievances submitted pursuant to Article 10.02.6 (iii) in the Unit 1 collective agreement, shall be processed according to the expedited grievance procedure specified in this article.
- 6.16 The parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the grievance(s) shall only be made available on a need to know basis. The parties further agree that a publication of a summary of the grievance(s) in a union newsletter shall not violate the principle of confidentiality.
- 6.17 No bargaining unit member in a supervisory capacity will be required to hear or attend the grievance hearings of another employee. The member in the supervisory capacity shall suffer no penalty in their employment or academic standing for exercising their rights under this article. In no way does this provision relieve the bargaining unit member of any other supervisory duties and responsibilities.
- 6.18 A grievor has the right to attend their grievance hearing at any step after **Informal Resolution** ~~Step One~~ and not face their supervisor directly in such a hearing.

- 6.19 It is understood by the parties that, in the case of a successful or settled grievance, where the individual does not receive the agreed upon compensation within thirty days of the sign-off date, said payment will begin to accrue interest at the annualized rate which the University is receiving for its short-term investments at that time. The interest payment will be pro-rated.
- 6.20 Grievances concerning harassment, discrimination, or disability may be initiated at Step **Two** ~~Four~~.

ARTICLE 7 – ARBITRATION

- 7.01 ~~If the union so wishes, or~~ Grievances shall be heard by a single Arbitrator ~~or by a three person Arbitration Board. If a single Arbitrator is requested by the union, the~~ union shall, in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The employer shall respond within ten working days, either agreeing to the union's proposed single Arbitrator or suggesting alternative Arbitrators. If the employer fails to respond within thirty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union. If the parties cannot agree on an Arbitrator within thirty days, either party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.
- 7.02 ~~The union's request for a Board of Arbitration shall name that party's appointee to the Board of Arbitration. Upon receipt of the notice, the employer shall, within forty-five days, advise the union of the name of its appointee to the Board of Arbitration. If the employer fails to respond within forty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union.~~
- 7.03 ~~The appointees to the Board of Arbitration shall then meet to decide upon the selection of the Chair of the Board. If the parties cannot agree upon the selection of the Chair within twenty-one days, either party may request the Minister of Labour for the Province of Ontario to appoint an impartial third member as Chair.~~
- 7.024 Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of the ~~Chair or~~ single Arbitrator, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the parties. The parties agree to use University facilities at no cost wherever possible.
- 7.035 ~~The Board of Arbitration or single~~ Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the parties have expressly agreed, in writing, to give it or their specific authority to do so or to make an award which has such effect.
- 7.046 ~~Notwithstanding Articles 6.08 and 6.14~~ **6.07 and 6.13**, both parties agree that if an Arbitrator determines that the union has shown reasonable cause for a violation of time limits, the Arbitrator may hear the grievance.
- 7.057 ~~The Arbitration Board or single~~ Arbitrator shall have the authority to fashion a remedy appropriate in the circumstances to resolve the grievance regardless of the form in which the grievance was filed.
- 7.068 ~~Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair of the Board of Arbitration or single~~ Arbitrator to reconvene to clarify the decision, which they shall do within five days.

~~7.079~~—Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.

~~7.0840~~—The parties agree that an ~~Board of Arbitration or single Arbitrator~~ shall have the authority to resolve any matter referred pursuant to Article ~~10.04.410.04.2~~ **10.04.410.04.2**.

ARTICLE 8 – DISCIPLINE

[...]

8.03.1 Subject to 8.03.3:

STEP ONE: NOTICE OF MEETING

(i) Prior to any consideration of discipline, the Chair/**Director**, ~~or~~ Dean, or designate who has received a Formal Complaint under the University's Procedures for Dealing With Complaints of Harassment or Discrimination, or a complaint concerning the professional performance and/or conduct of an employee which is inappropriate to the employment relationship, including sexual and/or gender or racial and/or ethnic harassment, shall, within twenty-one calendar days of receiving the complaint, notify the employee and the union and schedule a meeting to discuss the subject matter of the complaint informally. (Where there has been a Formal Complaint under the University's Procedures for Dealing With Complaints of Harassment or Discrimination, it is understood that an investigation into such a complaint can require a longer process. It is agreed that any such investigation shall be conducted as expeditiously as possible so as to be completed within 90 calendar days of the initial Step One Meeting, or such longer time as the parties may mutually agree.) Such Notice of Meeting shall be in writing using a letter or letters similar to the form contained in Appendix C and shall contain a brief but clear statement of the allegations which form the basis of the complaint, of the employee's right to union representation at the meeting, as well as the time, place and date of the meeting, and shall inform the employee that they may request an alternative meeting time.

(ii) If the complaint is not dismissed or otherwise resolved as a result of the meeting referred to in 8.03.1(i), or where the employee waives explicitly, or implicitly by not attending, their opportunity for such meeting, and the Chair/**Director**, Dean, ~~Director~~ or designate determines that further action is warranted, they shall do one of the following:

- (a) where the employee concerned is within two years of the start date of their first appointment in Unit 2, establish a Competence and Ability Review Period (CARP) subject to Article 12.09.2 of the Unit 2 collective agreement;
- (b) initiate a formal evaluation pursuant to Article 13;
- (c) send a Letter of Warning to the employee.

NOTE: If an employee, who by not attending implicitly waives their opportunity for such meeting, notifies the Chair/**Director**, Dean, ~~Director~~ or or designate as soon as possible of reasonable cause for non-attendance, the action per (a), (b), or (c) shall not apply unless and until the opportunity for a second meeting is provided.

(iii) The decision to establish a CARP or to initiate a formal evaluation (per (a) or (b) above) shall be communicated in writing to the employee within fourteen (14) calendar days of the meeting date or the date scheduled for the meeting. Where

a letter respecting establishment of a CARP or initiation of a formal evaluation is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of **the Director, Faculty Relations** ~~the Assistant Vice President (HR&ER)~~ shall be the only parties to receive a copy.

(iv) [...]

8.03.2 STEP TWO: LETTER OF WARNING

(i) The decision to send a Letter of Warning (per **8.03.1(ii)**(c) above) shall be communicated in writing to the employee within fourteen ~~(14)~~ calendar days of the meeting date or the date scheduled for the meeting. Where a Letter of Warning is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of the ~~Executive~~ Director, Faculty Relations shall be the only parties to receive a copy.

(ii) The Letter of Warning shall state that discipline may be considered, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the **Letter of Warning** ~~complaint~~ and/or, where the complaint concerns the standard of the employee's work, if the employee fails to bring their work up to a reasonable standard by a given date. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.

(iii) [...]

8.03.3 Notwithstanding 8.02.1, 8.03.1 and 8.03.2, it is understood that the employer retains the right, in exceptional circumstances, to discipline an employee for just cause without having first issued such a **Letter of Warning** ~~written warning~~, subject to Articles 6 and 7 and to the procedures outlined below.

[...]

8.07 ~~If the employee wishes to grieve their discipline, when the disciplinary action is not a discharge, the grievance may be initiated at Step Three. If an employee they wishes to grieve their discipline or discharge, it may shall be initiated directly at Step Four-Two. In either case, the grievance shall be presented within fourteen calendar days of the date of the letter provided for in 8.04.2 (i).~~

[...]

ARTICLE 10 – POSITIONS AND RATES OF PAY

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

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

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

10.04.4 DEFINITIONS

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

10.09 VACATION PAY

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

10.12 GRADUATE FINANCIAL ASSISTANCE

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

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

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

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

of the priority pool will receive for each term in which they are registered full-time and pay **domestic tuition** [...]

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

ARTICLE 12 – APPOINTMENTS

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

12.04.1 APPOINTMENT INFORMATION

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

12.07 WRITTEN OFFER OF APPOINTMENT

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

ARTICLE 15 – GENERAL

15.13.1 CHILDCARE FUND [...]

15.13.2 The employer agrees to contribute annually to operating costs of the Student Centre Childcare facility, **known as the Lee Wiggins Childcare Centre**. [...]

15.16 PROFESSIONAL DEVELOPMENT FUND

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

\$142,564 Effective September 1, 2023,

\$143,989 Effective September 1, 2024,

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

15.22 EQUITY FUND

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

15.24 FUND PROTECTION

There will be no diminution in the per employee amount in the funds listed below during the term of this collective agreement as a result of an increase in the number of employees in the bargaining unit as at October 1, ~~2023~~**2020** and October 1, ~~2024~~**2021** and October 1, ~~2025~~**2022**. Growth in the number of employees will be measured on the basis of a two year collective agreement lag using October 1st as the date. For the ~~2020-2023~~ **2023-2026** collective agreement, growth in the number of employees will therefore be measured on the basis of the number of employees as of **October 1, 2014**. In the case of the funds below where such is indicated, the basis on which growth in the number of employees will be measured is the growth in the number of employees who are eligible to use the funds.

ARTICLE 17 – LEAVES

17.06 PAID **PREGNANCY** MATERNITY LEAVE

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

...

17.09 CARE-GIVER **UNPAID PARENTAL** LEAVE —TIME OFF

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

17.10 SUPPLEMENTAL BENEFITS

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

ARTICLE 19 – DURATION AND MODIFICATION OF AGREEMENT

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

LETTERS OF INTENT

1. It is agreed that, if the employer publishes a posting circular indicating the positions in Unit 1, clearly identified as such, and identifying, to the extent possible, the course, the classification and reasonable qualifications of the position, the salary, the projected class enrolment (where relevant) and the application deadline, and copies of the circular are posted on ~~bulletin boards~~ **electronically** by the hiring unit, corresponding hiring units and all relevant Graduate Programs within the University (and a copy is forwarded to the union), the provisions of Article 11 shall be deemed satisfied in respect to those positions included in the circular.

Letter of Understanding – Representation Thresholds

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

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

Proposals Regarding Benefits, Collective Agreement Funds and Other Monetary Proposals

1. Article 10.16 and Article 10.18 (Drug & Paramedical Services)
2. Article 10.14 and Article 10.18 (Dental Plan)
3. Article 10.17.1 and 10.18 (Vision Plan)
4. Article 10.14.2, 10.16.2, and 10.17.2, (10.19) (Benefits Extension)
5. Article 10.16 (Drug and Paramedical Services Plan)
6. Article 15.09.1 (Executive Service)
7. Article 15.13 Childcare Fund
8. Article 15.14 (Graduate Student Bursary Fund)
9. Article 15.20 (UHIP Fund)
10. Article 15.27 CUPE 3903 Benefits Fund
11. Article 15.30 (Support Fund for Members Experiencing Racial Discrimination, Harassment, and Violence)
12. Article 15.31 (Mentoring Fund)
13. Articles 17.07 & 17.08 (Paid Care-giver and Adoption leaves)
14. Article 20 (Ways & Means Fund)
15. Letter of Agreement – Academic Extension
16. Letter of Agreement – Additional Funding for Priority Pool Members

1. Article 10.16 and Article 10.18 (Drug & Paramedical Services)

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

2. Article 10.14 and Article 10.18 (Dental Plan)

- Add 50% coverage for Orthodontics for members and dependents

3. Article 10.17.1 and 10.18 (Vision Plan)

- Increase vision care coverage to \$600 every 24 months for members and dependents

4. Article 10.14.2, 10.16.2, and 10.17.2, (10.19) (Benefits Extension)

- Increase extension of Benefits coverage to seven (7) months after end of last contract

5. Article 10.16 (Drug and Paramedical Services Plan)

- Amend the ASO Plan Booklet to add the following to coverage:

HEARING AIDS

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

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

A device that produces extra-loud audible signals such as a bell, horn, or buzzer;

A device to permit the volume adjustment of telephone equipment above normal levels;

A bone-conduction telephone receiver; and

The batteries that are required for that purpose, and repairs;

Teletypewriter or similar device, including a telephone ringing indicator that enables an individual to make and receive telephone calls;

A device to decode special television signals to permit the script of a program to be visually displayed; and

A visual or vibratory signaling device, including a visual fire alarm indicator, for an individual with a hearing impairment.

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

6. Article 15.09.1 Executive Service

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

7. Article 15.13 CHILDCARE FUND

[...]

15.13.2 The employer agrees to contribute annually to operating costs of the Student Centre Childcare facility, known as the Lee Wiggins Childcare Centre. In each year of the collective agreement, the amount allocated shall be ~~\$65,000~~**\$50,000**. By September 30 of each academic year, the employer will allocate \$50,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. Any remaining amount from the subsidies that goes unused shall be reallocated towards operational costs of the Student Centre Childcare Facility. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.

15.13.3 By September 30 of each academic year the employer will allocate ~~\$65,000~~**\$50,000** to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.

- 15.13.4 **The Employer shall contribute to the Childcare Fund in each year of the Collective Agreement. Effective September 1, 2021, and every 12 months thereafter, the Employer will contribute to the Childcare Fund annually.** The Employer's contribution will be \$262,600 effective September 1, 2020, \$265,226 effective September 1, 2021, and \$267,878 effective September 1, 2022. **\$295,000 effective September 1, 2023, \$310,000 effective September 1, 2024, and \$325,000 effective September 1, 2025.** Allocations from the Fund will be made by the Union. An Annual Report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.

8. Article 15.14 (Graduate Student Bursary Fund)

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

9. Article 15.20 (UHIP Fund)

In recognition of the financial hardships of international students who have been disenfranchised by OHIP, a ~~\$77,000~~ **the Employer shall contribute to the CUPE 3903 UHIP Fund in each year of the Collective Agreement** will be made available to bargaining unit members for the purpose of offsetting the cost of UHIP. ~~The amount of this fund will be \$77,770 effective September 1, 2020, \$78,548 effective September 1, 2021, and \$79,333 effective September 1, 2022. Effective September 1, 2023, the amount shall be \$95,000.XX-Effective September 1, 2024, the amount shall be \$YY-Effective September 1, 2025, the amount shall be \$ZZ.~~

10. Article 15.27 (CUPE 3903 BENEFITS FUND)

~~Effective September 1, 2021, and every 12 months thereafter, the Employer agrees to contribute an amount~~ **The Employer will contribute to the CUPE Benefits Fund each year of the Collective Agreement** to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. ~~The amount contributed by the Employer is \$311,000 effective September 1, 2020, \$387,000 effective September 1, 2021, and \$472,000 effective September 1, 2022. \$500,000 will be allocated to this fund effective September 1, 2023, \$525,00 effective September 1, 2024, and \$550,00 effective September 1, 2025.~~ Allocations from the Fund will be made by the Union. An Annual Report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.

11. Article 15.30 (Support Fund for Members Experiencing Racial Discrimination, Harassment, and Violence)

- 15.30 **Effective September 1, 2024, and each September 1 thereafter, the Employer will pay to the Union \$50,000 toward the Union's Support Fund for Members**

Experiencing Racial Discrimination, Harassment, and Violence to assist the Union's ongoing support of racialized persons who confront and experience racial and/or other intersecting forms of discrimination, harassment, and/or violence.

By September 30, 2025, and by each September 30 thereafter, the Union will provide a report to the Office of Faculty Relations through the Labour/Management Committee indicating the amount of money that was spent in the previous 12-month period.

12. Article 15.31 (Mentoring Fund)

15.31 The University will establish a Mentoring Fund, in the amount of \$~~10,000 20,000~~ per year, to be operated under the aegis of the Union, for the purpose of providing mentoring, professional development opportunities, and other supports to CUPE 3903 members, with an emphasis on mentoring for members of employment equity groups. The Union will establish a Mentor Committee that will develop the Mentorship Program, and adjudicate the Mentoring Fund. CUPE 3903 members who serve as mentors with the Program shall accrue 0.5 Type 1 APE for every year of service. The Union will report annually on the utilization of the fund to the Labour-Management Committee. Unspent monies in this Fund will carry forward to the subsequent year to a maximum total fund amount of \$30,000 as of September 1 in any year.

13. Articles 17.07 & 17.08 (Paid Care-giver and Adoption leaves)

17.07 PAID CARE-GIVER LEAVE

Upon written request, a paid leave of absence of up to ~~twelve~~ **fifteen** thirty-fifths shall be granted to an employee on the occasion of the birth of a child for which ~~they are~~ **s/he is** going to accept care-giver responsibility. Where ~~two~~ **more than one** employees ~~have~~ **has** care-giver responsibility for a new-born child and one is eligible for ~~maternity~~ **pregnancy** leave, they may divide the amount of paid ~~maternity~~ **pregnancy** and care-giver leave between them.

17.08 PAID ADOPTION LEAVE

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

14. Article 20 (Ways & Means Fund)

20.01

~~Upon ratification the employer will pay to the union \$40,245 towards the union's Ways & Means Fund, which fund is administered by the union For 2009-10, effective September 1, 2009, this amount will be increased to \$42,245 and for 2010-11, effective September 1, 2010, this amount will be increased to \$44,245 Effective September 1, 2014, the Employer will pay to the Union \$59,245 towards the Union's Ways and Means Fund Effective September 1, 2015, the Employer will pay to the Union \$74,245 for each year of the collective agreement.~~

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

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

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

Upon ratification of the 2023-26 Collective Agreement the employer will pay to the Union \$300,000~~309,844.60~~, less the amount of \$238,342.09 that was paid to the Union in the fall of 2023, towards the Union's Ways & Means Fund, administered by the Union. For 2024-25, effective September 1, 2024, this amount will be increased to \$315,000~~325,337~~ and for 2025-26, effective September 1, 2025, this amount will be increased to \$330,000~~341,604~~, and each year thereafter.

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

In addition **to the above contributions**, the University will commit ~~to up to \$10,000~~ **\$25,000** being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer).

15. Letter of Agreement – Academic Extension

LETTER OF AGREEMENT – **[Union Counter April 4, 2024 – Academic Extension]**

B E T W E E N:

CUPE 3903 Unit 1 and Unit 3

(“UNION”)

and

YORK UNIVERSITY

(“UNIVERSITY”)

Hereafter referred to as “the Parties”

~~The Faculty of Graduate Studies regulations establish program completion times of 12 terms (4 years) for masters degree requirements and 18 terms (6 years) for doctoral degree requirements. The regulations are premised on a commitment to timely completion.~~

~~Petitions constitute a request to waive an academic rule or regulation and under the York University Act, 1965, are within the purview of the appropriate Senate subcommittee.~~ A full-time graduate student may petition for an extension of the program completion time and full-time status where an intervening event, in the case of the applicable CUPE 3903 collective agreement provisions on executive service, or Code-based grounds have affected their academic progress. ~~The Parties have met to discuss the exceptional circumstances of approximately 20 full-time graduate students who have been granted academic extensions of full-time status for a second year and note that students in PhD 8 have not normally received Priority Pool entitlement. There is no extension into PhD 9.~~

The parties agree as follows:

1. For the period from the date of ratification of the relevant 2023-26 CUPE 3903 collective agreements to August 31, 2026, the Parties agree to the process as outlined below:
 - a. ~~The University, in its discretion, will consider funding and employment opportunities~~ In the exceptional circumstances in which a full-time graduate student petitions for and is granted an academic extension of full-time status for a second year for Code-based grounds, or a combination of executive service and Code-based grounds pursuant to the applicable collective agreement provision, **that student shall gain one additional year of priority pool entitlement for PhD 8.**
 - b. There is no extension into PhD 9
 - c. ~~It is understood that the University must first meet any funding obligations to students in years 1-6 and to those PhD students who are entitled to funding as a result of an approved academic extension into PhD 7.~~
 - a. ~~Once the above funding obligations have been met, the University may consider from among any remaining assignments including possible Priority Pool entitlement, if applicable, for a full-time graduate student who petitions for and is granted an academic extension of full-time status for a second year as described above.~~
 - b. ~~Students are encouraged to contact the applicable Hiring Unit to inquire whether there are employment/funding opportunities available.~~
2. This Letter of Agreement shall be placed in the relevant 2023-26 collective agreement booklets and shall form part of the relevant 2023-26 collective agreement. It will expire with the expiration of the relevant 2023-26 collective agreement and shall be removed from the subsequent renewal collective agreement unless renewed by the Parties.

York University

CUPE 3903 Unit 1

CUPE 3903 Unit 3

~~Note: Agreement to collective bargaining proposal above, regarding a Letter of Agreement, is subject to CUPE 3903's withdrawal of the following policy grievances:~~

- ~~● Union policy grievance dated July 27, 2021, alleging a violation of CUPE 3903 Unit 1 Articles 2, 4, 15.10, and any other relevant articles, the Labour Relations Act, the Ontario Human Rights Code, and any other relevant statutes:~~
- ~~● Union policy grievance dated August 16, 2022, alleging a violation of the CUPE 3903 Unit 3 collective agreement Articles 2, 4, 11.06, and any other relevant articles, the Labour Relations Act, the Ontario Human Rights Code, and any other relevant statutes:~~

16. Letter of Agreement – Additional Funding for Priority Pool Members

[...]

Eligibility criteria are:

- member of the bargaining unit during the preceding 12-month period, including those on leaves of absence under the collective agreement;
- in the Priority Pool (**up to and including members in the first six years of a PhD program, through the final appointment granted as part of priority pool status**);

[...]

(i) **The minimum guarantee is an amount of extra funding above the priority pool entitlement over the 12-month period.** The minimum guarantee will be \$5000 in 2008-09; 2009-10; and 2010-11; **\$5384 for 2022-2023; \$8,467 for 2022-2023 for members of the bargaining unit in the priority pool who paying international tuition fees; \$10,000 for 2023-2024 for members of the bargaining unit in the priority pool who are paying international tuition fees.** ~~of extra funding above the priority pool entitlement over the 12-month period.~~

Such funding may be in the form of scholarships (excluding York Entrance Scholarships), fellowships, assistantships, (eg. research assistantships, graduate assistantships, additional teaching assistantships, matching fund graduate assistantships) or internships (not including bursaries or tuition rebates). Wages earned at the Overwork or Replacement Rate shall not count towards the Minimum Guarantee.

[...]

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

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

By no later than September 1, 2016 except as otherwise provided in the Collective Agreement all GAships for the purpose of satisfying the Minimum Guarantee (\$5125, \$5253, \$5384) shall be electronically posted by the hiring unit on a site accessible to employees and the Union. **By no later than September 1, 2023 except as otherwise provided in the Collective Agreement all GAships for the purpose of satisfying the Minimum Guarantee (\$5384 for 2022-2023 for members of the bargaining unit in the priority pool who pay domestic tuition fees.); \$8,467 for 2022-2023 for members of the bargaining unit in the priority pool who pay international tuition fees, \$10,000 for 2023-2024 for members of the bargaining unit in the priority pool who pay international tuition fees) shall be electronically posted by the hiring unit on a site accessible to employees and the Union.**

[...]

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

Other Non-Monetary Items

1. Article 4.04.13–16 Accommodations for Racialized Members Who Experience Racial Discrimination, Harassment, and Violence
2. Article 5.03.1 (Employment Equity Committee)
3. Article 5.04 (Discussions regarding Workplace Accommodation)
4. Article 8 (Discipline)
5. Article 10.05 (Protection from Technology Changes)
6. Article 15.10 (Code Based Extension Requests)
7. Article 15.26 (Extension of Library & Email Privileges)

1. Article 4 – Accommodations for Racialized Members Who Experience Racial Discrimination, Harassment, and Violence

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

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

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

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

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

2. Article 5.03.1 (Employment Equity Committee)

EMPLOYMENT EQUITY COMMITTEE

[...]

(f) Pursuant to its mandate, the Employment Equity Committee may have regard to other sources of external data to review representation thresholds, including the General Workforce Population Equity Group Data in Article 5.03.3(d).¹

[...]

[Update data in footnote 1 to reflect latest available census data; see also 5.03.5]

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

a. Women: 50.4% (48.2%)

- b. Racialized people: 22.3% (21.3%)
- c. Indigenous Peoples: 4.9% (4.0%)
- d. Persons with disabilities: 22% (9.1%)
- e. 2SLGBTQIA+ (Homosexual and Bisexual): 3%

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

- a. Women: 52% (48.7%)
- b. Racialized people: 52% (48.8%)
- c. Indigenous Peoples: 1% (0.8%)
- d. Persons with disabilities: 24.3%
- e. 2SLGBTQIA+: 4-5%

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

3. Article 5.04 (Discussions regarding Workplace Accommodation)

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

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

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

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

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

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

4. Article 8 (Discipline)

8.01.1 JUST CAUSE

The employer shall not discipline, suspend or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the employer. **The employer shall provide the Union with any and all**

supporting documents that comprise the evidentiary basis of the Article 8 proceeding (subject to the necessary redactions of private information) prior to the first meeting.

5. Article 10.05 (Protection from Technology Changes)

10.05.7 PROTECTION FROM TECHNOLOGY CHANGES

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

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

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

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

6. Article 15.10 Code Based Extension Requests

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

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

Masters candidates who held a full or partial teaching assistantship, and who subsequently have been granted a full-time academic extension for up to 12 months beyond Faculty of Graduate

Studies guidelines per this article, also shall be allocated an additional teaching assistantship.

7. Article 15.26 (Extension of Library & Email Privileges)

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