

July 13, 2026, Union Without Prejudice or Precedent Bargaining Proposals

**IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT
FOR UNIT 3**

**BETWEEN:
YORK UNIVERSITY
(the “Employer”)
- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903
(the “Union”)**

1. These proposals are tabled without prejudice to the Union's tabling of amended or new proposals during continued collective bargaining and to the Union's interpretation of collective agreement language in any current or future grievance. The Union reserves the right to withdraw or amend any or all proposals set out below.
2. The Union proposes that the renewal collective agreement be from September 1, 2026, to August 31, 2029.
3. Article numbers set out in proposals below are taken from the 2023–26 Collective Agreement and are subject to change in accordance with agreements reached.
4. Unless otherwise agreed, any article or provision that expires during the life of the 2023–2026 Collective Agreement will be renewed.

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

1. Article 10.02 (Salary Rates)

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

- 4.0% effective September 1, 2026;
- 4.0% effective September 1, 2027;
- 4.0% effective September 1, 2028.

2. Article 10.02 (Grant-In-Aid)

Increase Grant-in Aid rates by

- 4.0% effective September 1, 2026;
- 4.0% effective September 1, 2027;
- 4.0% effective September 1, 2028.

3. Article 10.07 (Graduate Financial Assistance)

Increase Graduate Financial Assistance rates by

- 4.0% effective September 1, 2026;
- 4.0% effective September 1, 2027;
- 4.0% effective September 1, 2028.

Proposals Regarding Sun Life Benefits Plan

Proposal	Changes to Sun Life Benefits Booklet
DENTAL PLAN U1 10.14 / U2 10.11 / U3 10.10 BENEFITS (1)	
Increase total coverage by 25%	Benefit year maximum We will not pay more than \$3,000 \$3,750 per person for each benefit year for all services. [p.20]
Increase major dental procedures coverage to 100%	Major dental procedures... We will pay 85 100 % of the eligible expenses for these procedures. [p. 24]
ADD Orthodontics coverage	<u>Orthodontic procedures</u> <u>Your dental benefits include the following procedures used to treat misaligned or crooked teeth.</u> <u>We will pay 85% of the eligible expenses for these procedures. Coverage includes orthodontic examinations, including orthodontic diagnostic services and fixed or removable appliances such as braces.</u> <u>The following orthodontic procedures are covered:</u> <u>• interceptive, interventive or preventive orthodontic services, other than space maintainers (Preventive dental procedures).</u> <u>• comprehensive orthodontic treatment, using a removable or fixed appliance, or combination of both.</u> <u>This includes diagnostic procedures, formal treatment and retention.</u>
DRUG AND PARAMEDICAL SERVICES PLAN U1 10.16 / U2 10.13 / U3 10.10(2)	
Increase per specialty maximum and total paramedical by 25%	We will cover 100% of the costs, up to a maximum of \$2,000 \$2,500 per specialty and an overall combined maximum of \$3,000 \$3,750 per person per benefit year for all paramedical specialists listed below: (p.14)
ADD Acupuncturists and Osteopaths to covered specialties	(p. 15) [...] ▪ licensed psychiatrists. ▪ <u>licensed acupuncturists</u> ▪ <u>licensed osteopaths</u>
ADD Hearing devices	<u>Hearing Devices</u> <u>We will cover hearing device costs that are NOT covered as part of the <i>Assistive Devices Program</i> administered by the Ministry of Health, up to a maximum of \$500 per hearing aid, or \$1,350 per hearing system, in any 36-month period per person.</u>
ADD Orthopedic footwear	<u>Orthopedic Footwear</u> <u>We will cover orthopedic care and footwear costs, up to a maximum of \$600 per pair of custom orthotic insoles, and/or</u>

	<u>\$2000 per pair of custom orthopedic shoes, in any 24-month period per person.</u>
VISION CARE PLAN U1 10.17 / U2 10.14 / U3 10.10 BENEFITS (3)	
Increase maximums for individual services + separate eye exam coverage	We will cover 100% of these costs up to a maximum of \$400 \$500 <u>for single vision eyeglasses, \$700 for multifocal eyeglasses, \$500 for contact lenses, \$120 for an eye exam, and \$1000 for laser eye correction surgery</u> in any 24-month period per person. [p. 15]

Proposals Regarding Other Components of the Unit 3 Collective Agreement

[Updating and adding to article 3.05]

3.05 CLASSIFICATION OF BARGAINING UNIT WORK

3.05.1 To administer the collective agreement in accordance with Article 3.01, the Faculty of Graduate Studies (FGS) will take proactive steps to advise full-time faculty members that Article 3.01 and the Clarity Note define employment in the CUPE 3903 Unit 3 bargaining unit. The proactive steps undertaken by the FGS will include but are not limited to the issuance of consistent and clear messaging on the University website and direct communications with full-time faculty members with respect to the classification of bargaining unit work. In particular, the Faculty of Graduate Studies will communicate annually in writing, **with copy to the union**, to all full-time faculty members in order to draw to their attention Article 3.01 and the process for hiring Graduate Assistants under the collective agreement.

3.05.2 **In cases where work that is identical or substantially similar to a position in the bargaining unit within the last 36 months is deemed to fall outside the scope of the bargaining unit outlined in article 3.01, the employer shall, within 10 days of making such a determination, provide the union with a rationale explaining why this position is no longer deemed to meet article 3.01.**

[NEW Article 3.06, relocated from 4.05]

3.06 UNION MEMBERSHIP AND DUES

3.06.1 **All employees who were members in good standing of the Union on the date this agreement was ratified shall remain members in good standing. Any employee shall be deemed to be a member of the Union unless that employee opts out, or has opted out, of membership by written notice to the Union within thirty days of the date their appointment begins.**

3.06.2 **The Employer shall deduct each month from the salary (if any) of each employee a sum equal to the monthly dues and/or assessments as certified to the Employer from time to time by the treasurer of the Union. The Employer shall remit the amount deducted to the treasurer of the Union by the end of the month in which deductions were made and at the same time forward a list of names of the persons from whom the deductions were made and their total monthly salary.**

3.06.3 The Union shall indemnify and save the Employer harmless from any and all claims which may be made against it by an employee or employees for wrongful amounts deducted resulting from the Union's incorrect instructions or lack of instructions.

[...]

[Deletes accommodations paragraph from 4.01 and relocates to new 4.05; corrects Unit error]

4.01 DISCRIMINATION

[...]

The Employer undertakes that no York University student who is or has been employed in Unit **43** shall be penalized in their student status for the exercise of any of their rights under this collective agreement or by reason of their membership or non-membership or lawful activity or lack of activity in the Union.

~~The Employer will provide reasonable accommodations as required for persons with disabilities. Proposed Accommodated Work 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.~~

[Provides reporting dates, specifies complaints included, and names specific University institutions]

4.03 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT

[...]

4.03.4 [...]

~~On a semi-annual basis~~ **By February 1 and June 1 of each year,** the Employer will provide the Union with a report of the number of members who have made complaints of sexual and/or gender harassment, **including informal complaints, at CHREI, OSCR, The Centre for Sexual Violence Response, Support & Education, the Community Safety Office and Security Services.**

4.04 RACIAL AND ETHNIC HARASSMENT

[...]

4.04.3 [...]

~~On a semi-annual basis~~ **By February 1 and June 1 of each year,** the Employer will provide the Union with a report of the number of members who have made complaints of racism and/or ethnic harassment **including informal complaints, at CHREI, OSCR, The Centre for Sexual Violence Response, Support & Education, the Community Safety Office and Security Services.**

[Delete 4.05 and relocate to 3.06]

~~4.05 UNION MEMBERSHIP AND DUES~~

- ~~4.05.1 All employees who were members in good standing of the Union on the date this agreement was ratified shall remain members in good standing. Any employee shall be deemed to be a member of the Union unless that employee opts out, or has opted out, of membership by written notice to the Union within thirty days of the date their appointment begins.~~
- ~~4.05.2 The Employer shall deduct each month from the salary (if any) of each employee a sum equal to the monthly dues and/or assessments as certified to the Employer from time to time by the treasurer of the Union. The Employer shall remit the amount deducted to the treasurer of the Union by the end of the month in which deductions were made and at the same time forward a list of names of the persons from whom the deductions were made and their total monthly salary.~~
- ~~4.05.3 The Union shall indemnify and save the Employer harmless from any and all claims which may be made against it by an employee or employees for wrongful amounts deducted resulting from the Union's incorrect instructions or lack of instructions.~~

[ADDs new 4.05 from deleted sections of 4.01, 15.01.3, 15.01.8, 15.01.9, 15.25; updates new 4.05.1 to reflect Unit 3 responsibilities]

4.05 ACCOMMODATIONS

- 4.05.1 Persons with disabilities, per York University's accommodation process, shall be accommodated, including through access to special equipment or required resources identified as a required accommodation to assist employees in the performance of their administrative, clerical or research work, on the same basis as other York University employees.**
- 4.05.2 Where practicable, upon request to the Office of the Assistant Vice-President (HR&ER), employees who have a mobility impairment will have the location of their classes and/or office space re-assigned and/or receive such other accommodation as is reasonable and appropriate. The identity of the employee making the request and the fact and nature of the request shall remain confidential and shall only be released on a need to know basis or with the express consent of the employee concerned. Employee Well-Being will act as liaison between the Employer and employees with disabilities on these issues.**
- 4.05.3 In addition to its existing ASL interpretation services, the University is piloting the use of Video Remote Interpreting (VRI) services for use by employees who require ASL interpreter support for work activities which are impromptu or arranged on short notice. Members of CUPE 3903 will**

advised as to how to access this VRI service.

4.05.4 The Employer will provide reasonable accommodations as required for persons with disabilities. Proposed Accommodated Work 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.

4.05.5 The parties acknowledge their duty to accommodate persons with disabilities in the manner and to the extent required by the Ontario Human Rights Code. The parties agree that this means accommodating disabled employees to the point of undue hardship if such accommodation will enable the employee to perform the essential duties of their position. An employee with whom an accommodation is being discussed may have a Union representative present during any such discussions.

The University's process for accommodation of academic employees can be found at the following location:

<https://yulink-new.yorku.ca/group/yulink/absence-leave-and-accommodation>

[NEW 4.05.6 Employer to pay for required accommodations documentation]

4.05.6 The parties acknowledge that medical documentation is required for the purposes of applying for workplace accommodations or substantiating sick leave requests. The Employer shall reimburse a member for the full cost of obtaining any medical information, certificates, or other documentation for the purposes of applying for workplace accommodations or substantiating sick leave requests.

[Delete 4.06 and relocate to 21.02]

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 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.~~

[Updates two labour-management committees 5.02–5.04.1 to reflect existing practice; alter numbering to reflect update from 5.04 to 5.03]

5.02 **ADVISORY COMMITTEE ON RACE/ETHNIC RELATIONS AND HARASSMENT**

An employee in the bargaining unit may be selected by the Union as a representative on the Joint Union – York Advisory Committee on Race/Ethnic Relations, Discrimination 10 and/or Harassment referred to in Article 5.02 of the Unit 1 collective agreement and on the Employment Equity Committee referred to in Article 5.03 of the Unit 1 collective agreement.

5.03 **EMPLOYMENT EQUITY COMMITTEE**

An employee in the bargaining unit may be selected by the Union as a representative on the Employment Equity Committee referred to in Article 5.03 of the Unit 1 collective agreement.

~~5.04- **EMPLOYMENT EQUITY COMMITTEE**~~

5.03.1 **Employment Equity Committee**

(a) The Union and the Employer agree to continue to maintain an Employment Equity Committee, which will consist of ~~three~~**four** representatives of each party, including a senior designate of the Office of the Vice-President Equity, People and Culture and the CUPE 3903 Staff Representative Equity. The Committee may invite additional participants. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. Where possible, Equity Groups identified in Article 5.03.3 may be included among the representatives.

[...]

[Adds Mediation-Arbitration as option after grievance step 2. See Art 7.09–14]

6.06 If the grievance is not settled at Step Two, it may be taken to Arbitration **or Mediation-Arbitration** by a written notice ~~signed by a chief steward and~~ submitted to the Director, Faculty Relations or designate within twenty-eight **(28)** calendar days after receipt of the Employer's written reply as required in Step Two. 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.

[Creates Mediation-Arbitration process in Article 7]

ARTICLE 7 – ARBITRATION

7.08 **MEDIATION-ARBITRATION**

On or before November 1, 2026, the Parties will each propose three Arbitrators to be included on a roster of Mediators-Arbitrators for the duration of the Collective Agreement. By agreement, the Parties will determine a list of four Arbitrators from those lists by no later than January 12, 2027. If Mediation-Arbitration is requested by the Union, in its notice of intent to proceed to arbitration the Union shall suggest, based on availability, a person to serve as Mediator-Arbitrator from among the established roster of Mediator-Arbitrators agreed upon by the Parties. Agreement on a suggested Mediator-Arbitrator from the existing roster shall not be unreasonably withheld. Within twenty-eight (28) calendar days of the notice, or at the Mediator-Arbitrator's earliest availability, the Mediator-Arbitrator will then convene a meeting with the parties involved to adjudicate the grievance. The Parties may attend such meetings with or without counsel.

7.09 **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 Mediator-Arbitrator, the hearing room and any other expenses incidental to the Mediation-Arbitration hearing shall be borne equally by the Parties. The Parties agree to use University facilities at no cost wherever possible.**

7.10 **The Mediator-Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of the collective agreement, or any expressly written amendment or supplement thereto or to extend its duration, unless the Parties have expressly agreed, in writing, to give the Mediator-Arbitrator specific authority to do so or to make an award which has such effect.**

7.11 **The outcome of the mediation will be one of the following:**
(i) No resolution is reached and the Union decides to withdraw the grievance and take no further action.
(ii) A resolution is reached, transcribed, and signed by the Parties, with copies provided to the Union, the Employer, and the Grievor(s).
(iii) No resolution is reached through Mediation, and the Mediator-Arbitrator shall have the authority to conduct the arbitration phase on the basis of documents or, if the Mediator-Arbitrator deems it necessary, may reconvene the parties for an additional hearing for the presentation of evidence or oral

argument. The Mediator-Arbitrator shall issue a decision on the grievance in writing within twenty-one (21) calendar days of the conclusion of the Mediation-Arbitration session(s).

- 7.12 Should the Parties disagree as to the meaning of the Mediator-Arbitrator's decision, either Party may apply to the Mediator-Arbitrator to clarify the decision and resolve the points of dispute, which the Mediator-Arbitrator shall do in writing within twenty-one (21) calendar days of the application.**
- 7.13 Should one or both of Parties wish to amend the roster of agreed-upon Mediator-Arbitrators during the life of the collective agreement, they shall submit notification of this intent to the other party in writing, seeking agreement to amend the roster and indicating the rationale for their request. Agreement to amend the roster shall not be unreasonably denied. Should the receiving Party agree, each Party shall, within fourteen (14) calendar days, propose two (2) candidates, and the Parties shall agree upon one (1) of the four (4) proposed candidates within twenty-eight (28) days. Should the Parties fail to reach an agreement within the established timeline, the Party that submitted the notification shall choose from among the proposed candidates.**

[Discipline process cannot include student comments made through third-party online platforms]

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 not use student evaluations or student comments/complaints made through third-party online platforms in support of any argument for just cause.**

[Copies of corroborating evidence in disciplinary hearing will be included with Notice of Meeting]

- 8.03.1 Subject to 8.03.3:
STEP ONE: NOTICE OF MEETING
(i) [...]

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 **and copies of any corroborating evidence on which the Employer will rely**, 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.

[Updates information required on Unit 3 job postings]

10.02.1 POSTINGS

Except as otherwise provided in the Collective Agreement, all positions in Unit 3 shall be electronically posted by the hiring unit on a site accessible to employees and the Union. The following posting deadlines shall apply other than in exceptional circumstances:

July 1st for positions scheduled to begin in September; November 1st for positions scheduled to begin in January; and March 1st for positions scheduled to begin in May.

GAship postings shall be clearly labelled as Unit 3 and shall identify:

- (i) the duties, responsibilities and tasks;
- (ii) reasonable qualifications of the position;
- (iii) the number of hours of the GAship;
- (iv) Wages as per Article 10.02 and Grant-in-Aid as per Article 10.02;
- (v) the start and end date of the GAship;
- (vi) the location of the work (e.g., online, in-person on-campus, in-person off-campus, blended)**
- (vii) application deadline;

Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the position will partially or fully satisfy the applicant's funding commitment from the University.

All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seek a position.

All appointments shall be made from among the applicants who meet the qualifications.

Hiring Units will make available a common application form or template (hard copy or electronic).

[NEW Article 10.02.2 adds priority pool language to Unit 3 collective agreement]

10.02.2 PRIORITY POOL BARGAINING UNIT WORK

Where a Priority Pool entitlement (Unit 1 article 12.03) is met through

work classified in the CUPE 3903 Unit 3 bargaining unit, those entitlements shall not be reduced in any way.

10.02.3 Where a priority pool member holds a position in the bargaining unit as a workplace accommodation, they will accrue APE at the same rate as Unit 1 Tutor 1 positions.

[NEW Article 10.10 (6) creates Unit 3 LTD]

10.10 BENEFITS

[...]

(6) LONG-TERM DISABILITY PLAN

(a) The Employer shall contribute towards the yearly premiums of the existing Long-Term Disability Plan or another Long-Term Disability Plan that provides at least the same level of benefits as the existing plan (the "LTD Plan"). Employees who meet the criteria in (i) and (ii) below shall be enrolled in the LTD Plan:

(i) has at least four months of service to the University and will earn at least \$8,200 (if the fall/winter earnings are less than \$8,200, the previous summer's earnings will be taken into account to determine eligibility); and

(ii) is not covered by another Employer-paid long-term disability plan.

(b) All provisions concerning the establishment or maintenance of the LTD Plan shall be governed by the Labour/Management Committee. It is further recognized and understood that the representatives of the Union are equally entitled to being involved in the processing of claims by the members of the Plan including directly interacting with the representatives of the carrier, any third-party broker, and all administrators of the Employer handling administrative matters relating to such claims. It is recognized that members may initiate claims by way of contact through the Union.

[Delete 11.01 and relocates to new 4.05 ACCOMMODATIONS]

~~11.01 RESOURCES FOR PERSONS WITH DISABILITIES~~

~~Persons with disabilities, per York University's accommodation process, shall be accommodated, including through access to special equipment or required resources identified as a required accommodation to assist employees in the performance of their teaching, demonstrating, tutoring or marking, on the same basis as other York University employees.~~

[Delete 11.02-11.03 and relocates to new 4.05 ACCOMMODATIONS]

- ~~11.02- Where practicable, upon request to the Office of the Executive Director, Faculty Relations, employees who have a mobility impairment will have the location of their classes and/or office space re-assigned and/or receive such other accommodation as is reasonable and appropriate. The identity of the employee making the request and the fact and nature of the request shall remain confidential and shall only be released on a need to know basis or with the express consent of the employee concerned. The Office of the Disabilities Co-ordination Manager will act as a liaison between the Employer and the employee with disabilities on these issues.~~
- ~~11.03- In addition to its existing ASL interpretation services, the University is piloting the use of Video Remote Interpreting (VRI) services for use by employees who require ASL interpreter support for work activities which are impromptu or arranged on short notice. Members of CUPE 3903 will be advised as to how to access this VRI services.~~

[Increases Executive Service Fund to bring up to 1 CD per member]

11.05.3 EXECUTIVE SERVICE

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 ~~2026~~~~each year~~ the equivalent of the salary of ~~twelve~~ ~~ten~~ course directors, in full satisfaction of the Employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 agreements.

Effective September 2027 and thereafter, the Employer agrees to pay the Union by 30 September of each year the equivalent of the salary of fourteen course directors, in full satisfaction of the Employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 agreements.

These monies shall be distributed among the members of the executive as seen fit by the Union.

[Delete 11.12 and relocates to new 4.05 ACCOMMODATIONS]

~~11.12 ACCOMMODATION~~

~~The parties acknowledge their duty to accommodate persons with disabilities in the manner and to the extent required by the Ontario Human Rights Code. The parties agree that this means accommodating disabled employees to the point of undue hardship if such accommodation will enable the employee to perform the essential duties of their position. An employee with whom an accommodation is being discussed may have a Union representative present during any such discussions. The University's process for accommodation of academic employees can be found at the following location:~~

~~<https://yulink-new.yorku.ca/group/yulink/absence-leave-andaccommodation>~~

[Adds participation language modelled on existing Unit 1 CA language, plus proposal to create a repository of departmental constitutions]

11.15 PARTICIPATION

11.15.1 The parties agree that the valuable contributions made by CUPE 3903 members be recognized by incorporating them as fully as possible into the decision-making processes of the University.

11.15.2 The Employer agrees to recommend to (and to use its best efforts to persuade) the appropriate bodies that hiring units in which CUPE 3903 members work include in their Rules of Procedure provisions respecting the participation and privileges of members of the bargaining unit including, but not limited to:

- attendance as voting members at meetings of the departments in which they are employed;**
- service on the appropriate committees of the employing departments.**

11.15.3 The Employer also agrees to recommend to (and to use its best efforts to persuade) the relevant bodies that consistent rules respecting participation be developed across hiring units (in which CUPE 3903 members have historically done a significant proportion of the work) within a faculty. It is understood that, in seeking consistency, it is not the intention to reduce the level of participation currently granted in some hiring units to a lowest common denominator.

The Employer will create a repository, accessible to the Union, of all active (or, where no document is in effect, the most recently available) constitutions and/or terms of reference documents from all departments and faculties in which members of the hiring unit are employed or have been employed within the preceding five academic years (beginning in 2021-2022) so that the Union can evaluate the extent to which departments and faculties have included CUPE 3903 members in deliberative processes per articles 11.15.1 and 11.15.2, and encourage further participation by CUPE 3903 members in departmental or faculty governance.

Where the central administration establishes a Task Force, and the outcome of the deliberations of the Task Force could potentially or is

likely to have a significant and direct impact on bargaining unit work, the Employer agrees that at least one member of the Task Force will be a bargaining unit member selected from among the members of the bargaining unit who have been regularly employed in such work.

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

[NEW Article 13.02, relocated from 4.06]

13.02 PRINTING AGREEMENT

13.02.1 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 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.

13.02.2 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.

[NEW Article 14.05, mandating employer share contact information for Departmental/Divisional administrators]

[...]

14.05 By 30 September each year, the Employer will provide the Union with the contact information for all department Chairs and/or Directors of Departments/Divisions in which members of the bargaining unit have been employed during the previous three academic years. If a Chair/Directorship changes after 30 September, the Employer will provide updated contact information to the Union as soon as possible.

...

[NEW article 15.08.3 covering "Artificial Intelligence" (AI)]

15.08.3 ARTIFICIAL INTELLIGENCE

For the purposes of this agreement, Artificial Intelligence (AI) refers to computer systems or software that perform tasks typically requiring human intelligence, such as learning, reasoning, problem-solving, decision-making, or understanding language. This blanket term includes, but is not limited to, Machine Learning and Generative Artificial Intelligence.

(i) AI systems and human work

(a) No displacement of human work

No aspect of the work of the Bargaining Unit shall be reduced or replaced by AI tools. The Employer shall not use AI tools to justify reductions in the number of any bargaining unit work, or to substitute automated tools for human labour in teaching, research, grading, or student interaction.

(b) Limits on AI-informed employment decisions

The Employer shall not implement or rely on any AI system to make or inform decisions that affect the employment status, academic standing, workload allocation, or working conditions of Bargaining Unit members. No member shall be disciplined, evaluated, promoted, or assigned bargaining unit work based on AI-generated outputs or AI-driven predictions.

(c) Performance evaluation and AI-based surveillance

No member shall have their performance evaluated by AI-driven mechanisms that erode human oversight, or function as workplace surveillance. Any evaluation of performance shall be conducted by human assessors, in accordance with the collective agreement and institutional policies on academic freedom and fair treatment.

(d) Disclosure of AI-related systems

The Employer shall notify the Union in writing of any decision to design, purchase, trial, or implement AI-related systems that affect hiring, performance evaluation, workload allocation, monitoring, or disciplinary decisions. The notice shall include:

- (1) the identity and purpose of the system**
- (2) the data it will collect**
- (3) how decisions will be made, and**
- (4) its anticipated impact on employment levels, workloads, and working conditions.**

The Employer shall notify the Union and, where applicable, jointly-appointed experts before implementation and provide a written response to the Union's comments within 30 days.

(e) Joint impact assessment

Any AI-related system that is likely to significantly affect employment prospects, workforce structure, work organization, workload, or health and safety shall be subject to a joint impact assessment conducted by representatives of the Employer and the Union. The assessment shall consider job-security effects, skills-development needs, training requirements, and potential bias or discrimination. The Employer shall not implement or expand such a system until this assessment is completed and the Union has been provided with the findings.

(f) Human oversight and contestability

No AI-related system shall be used to make or effectively determine decisions about hiring, promotion, discipline, termination, or working-conditions changes without human review and final approval by a named employee responsible for the decision. The affected employee or employee-group shall have the right to request an explanation of any AI-influenced decision and to contest it through the grievance procedure. The Employer shall be responsible for explaining and justifying algorithmic decisions and providing meaningful feedback to contesting employees.

(g) Right to refuse AI-related work

Employees have the right to refuse work that involves the use of AI tools for automating research, teaching, grading, or student interaction where such use conflicts with their ethical, academic, or pedagogical principles, without fear of discipline, reprisal, or adverse impact on employment status, evaluation, or future opportunities. The Employer shall respect this right and shall not substitute or significantly alter employees' responsibilities in a way that compels AI use.

(h) Training and skills development

The Employer shall provide training and skills development support to members of the bargaining unit so they can understand and critically engage with AI-related tools used in teaching, research, and course administration. The Union shall be involved in the design and content

of such training, and access to training shall not be used as a condition of employment or a substitute for reducing staffing or workloads.

(ii) Data, privacy, and intellectual property

(a) Sharing of member data or intellectual property

The Employer shall not knowingly submit, sell, or transfer to any other party, or to any AI model, the data or intellectual property of Bargaining Unit members, including but not limited to teaching materials, research outputs, grading data, metadata, or feedback created or generated by members in the course of their employment.

(b) Training-data prohibition

The Employer shall not use, authorize, or transfer to any other party the use of member data, metadata, or intellectual property to train any AI system. The Employer shall not submit members' data, metadata, or intellectual property, or any content or feedback generated by members, to any AI or machine-learning model for any purpose, without explicit consent negotiated through the Union and limited to clearly defined projects.

(iii) Consent, consultation, and penalties

(a) Union consultation and consent

The Employer must obtain prior, explicit consent from the Union before adopting or implementing any AI tools that affect Bargaining Unit work, including teaching, research, grading, student interaction, or evaluation and discipline. Consent must be clear and conspicuous, and the Employer's request shall include a specific description of the intended use, the data involved, and the anticipated impact on employment, workload, and working conditions. Any consent granted shall apply only to the specific intended use described and shall not imply blanket or future consent for other projects or tools. The Employer shall provide written notice of its request for consent at least 60 days prior to the intended implementation date.

(b) Form and process of consent

The parties shall jointly develop a standardized consent form or portal that clearly records Union or member consent (or refusal) for specific AI tools and uses. The form or portal shall document the date, scope, and conditions of consent and shall be retained for the duration of the

collective agreement plus one additional year.

(c) Penalties and remedies for violations

Where the Employer violates any provision of this article (for example, by using AI tools without Union consent, submitting member data to AI models, or evaluating members via AI-driven surveillance), the Union may file an individual or group grievance. Remedies may include, but are not limited to, ceasing the unauthorized use of the AI tool, deleting unlawfully processed data, compensating affected members for lost or intensified labour, and requiring re-negotiation of the AI-related practice in question.

[Updates articles relating to childcare facility disbursements]

- 15.09.1 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~~ **contributed** shall be \$60,000. By September 30 of each ~~academic~~ year the Employer will ~~allocate \$50,000~~ **disburse \$55,000** 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.
- 15.09.2 By September 30 of each ~~academic~~ year the Employer will ~~allocate \$60,000~~ **disburse \$65,000** to the **Early Learning Centre at York University (formerly known as the** York University Co-operative Daycare 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 **Child Care Fee Subsidy** ~~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.
- 15.09.3 Effective September 1, 2026~~2023~~, and every 12 months thereafter, the Employer agrees to contribute to the Childcare Fund annually. The Employer's contribution will be **\$302,000 effective September 1, 2026, \$312,000 effective September 1, 2027, and \$322,000 effective September 1, 2028**~~\$270,557 effective September 1, 2023, \$273,262 effective September 1,~~

~~2024, and \$275,995 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.

[Clarifies further Article 16.05 and expands leave accorded]

16.05 EMERGENCY LEAVE

In the event of a bona fide emergency not covered elsewhere in the agreement, **including but not limited to a housing emergency, family emergency, or war impacting the employee and/or employee's family**, an employee shall be granted leave paid at full salary of up to ~~two~~**four** thirty-fifths of their Appointment Contract(s)

[NEW article 16.21 creating Indigenous Ceremonies Leave]

16.21 INDIGENOUS CEREMONIES LEAVE

Employees who identify as Indigenous and wish to participate in traditional ceremonies shall be granted paid Indigenous Ceremonies Leave up to four-thirty-fifths of the period of their Appointment Contract(s). Notice shall be provided to the Employer in advance.

[NEW article 16.22 establishing leave relating to pregnancy loss]

16.22 PREGNANCY LOSS

An employee eligible for the leaves of absence outlined in Articles 17.06 or 17.07 shall be entitled to a leave of absence if

- (a) their pregnancy does not result in a live birth, or**
- (b) the pregnancy of the child for which they were going to accept caregiver responsibility does not result in a live birth.**

In the case of pregnancy resulting in a stillbirth, employees will be entitled to up to eight thirty-fifths of the period of their appointment contract, with two thirty-fifths of the appointment contract as paid leave. In any other case, employees will be entitled to up to two thirty-fifths of their appointment contract as paid leave.

[Updates Ways and Means Fund dates and amounts]

ARTICLE 18 – WAYS & MEANS FUND

18.01 Upon ratification of the ~~2026-2029~~**2023-26** Collective Agreement the

Employer will pay to the Union effective September 1, ~~2026~~2023 ~~\$260,000~~\$240,725.51, less the amount of \$238,342.09 that was paid to the Union in the fall of 2023, towards the Union's Ways & Means Fund, administered 64 by the Union. Effective September 1, ~~2027~~2024, this amount will ~~be \$270,000~~ \$243,132.77 and effective September 1, ~~2028~~2025, this amount will be ~~\$280,000~~\$245,564.09, and each year thereafter. Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee. In addition, the Employer will commit up to \$10,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer).

[Increases Article 19.01 PDF each year]

19.01 PROFESSIONAL DEVELOPMENT FUND

The Employer agrees to contribute to the Professional Development Fund as follows:

~~\$185,000~~\$142,564 Effective September 1, ~~2026~~ 2023,
~~\$210,000~~\$143,989 Effective September 1, ~~2027~~ 2024,
~~\$235,000~~\$145,430 Effective September 1, ~~2028~~ 2025, and each September 1 thereafter.

[...]

[Updates dates relating to FUND PROTECTION]

21.01 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, ~~2026~~3 and October 1, ~~2027~~4 and October 1, ~~2028~~5. Growth in the number of employees will be measured on the basis of a two year collective agreement lag using October 1st as the date. For the ~~2026~~3-~~2029~~6 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.

[Updates CUPE Benefits Fund dates and amounts]

22.01 Effective September 1, ~~2026~~2023, and every 12 months thereafter, the Employer agrees to contribute an amount to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the

collective agreement. The amount contributed by the Employer is **\$510,000** ~~\$476,720~~ effective September 1, **2026** ~~2023~~, **\$525,000** ~~\$481,487~~ effective September 1, **2027** ~~2024~~, and **\$540,000** ~~\$486,382~~ effective September 1, **2028** ~~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.

[Updates CUPE 3903 UHIP Fund dates and amounts]

23.01 CUPE 3903 UHIP FUND

In recognition of the financial hardships of international students who have been disenfranchised by OHIP, a **\$330,000** ~~\$80,126~~ CUPE 3903 UHIP Fund will be made available to bargaining unit members for the purpose of offsetting the cost of UHIP. The amount of this fund will be **\$330,000** ~~80,126~~ effective September 1, **2026** ~~2023~~, **\$340,000** ~~\$80,927~~ effective September 1, **2027** ~~2024~~, and **\$350,000** ~~\$81,737~~ effective September 1, **2028** ~~2025~~.

[Makes Article 29.01 permanent and updates reporting mechanism]

29.01 SUPPORT FOR RACIALIZED EMPLOYEES

Effective September 1, 2024, and September 1, 2025, 2026, and each September thereafter, the Employer will provide to CUPE 3903 \$25,000 toward the Union's ongoing support of racialized employees in the bargaining unit who confront and experience race related and/or other intersecting forms of discrimination, harassment, and/or violence. An Annual Report consisting of non-confidential and **aggregate data shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30.** ~~By September 30, 2025, and September 30, 2026, the Union will provide a report consisting of non-confidential and aggregate data to the Office of Faculty Relations through the Labour/Management Committee indicating the nature and purpose of disbursements and amounts of money spent in the previous 12-month period. This report may assist the Employer in identifying potential systemic barriers.~~

[Makes 30.01 permanent and updates reporting accordingly]

30.01 MENTORING

Effective September 1, 2024, and September 1, 2025, 2026, and each September thereafter, the Employer will provide to CUPE 3903 \$10,000 for the purpose of providing mentorship and professional development opportunities for employees in the CUPE 3903 bargaining units. By September 30, 2025, and September 30, 2026 of each year, the Union will provide a report to the Office of Faculty Relations through the Labour/Management Committee indicating the nature and purpose of

disbursements and amounts of money spent in the previous 12-month period.

[Relocates GATF to new CA Article 31 (from Letter of Understanding; increases size of GATF; ensures allocated funds are used within period they are allocated)]

ARTICLE 31 – GRADUATE ASSISTANT TRAINING FUND

31.01 ~~In each of the years September 1, 2024 to August 31, 2025 and September 1, 2025 to August 31, 2026 the University will~~ **In each collective agreement year, the employer shall** offer a Graduate Assistant Training (“GAT”) Fund that will support the incentivization of research at the University and the provision of high-quality training opportunities in research for graduate students working with a full-time faculty member. The amount available in the GAT Fund in each year will be ~~\$200,000~~**\$200,000**. Up to ~~50~~**40** individual allocations to full-time faculty members who make an application under this fund will be provided per each of the two years noted above, with a value of \$4000 per allocation.

31.02 In order to receive a GAT Fund allocation a full-time faculty member must:

- (a) ~~Be in receipt of external~~ **Show adequate** research funding **to support hiring**;
- (b) Commit to hiring a Graduate Assistant **in a specific academic term** to have GAT Funds provisionally identified for their use; and
- (c) Have executed a contract for a Graduate Assistant to receive the GAT Fund allocation.

31.03 The ~~University~~ **employer** will provide CUPE 3903 Unit 3 with a report on GAT Fund allocations by no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term, commencing on November 1, 2024.

31.04 The GAT Fund shall be administered by the Faculty of Graduate Studies and the Faculty Relations Office, which have established a non-competitive equitable process for the distribution of the GAT Fund in accordance with the criteria for receiving funds per Paragraph 2 a, b, and c above.

The allocation process is as follows:

- (a) An invitation to apply for the GAT Fund will be issued from the Faculty of Graduate Studies (“FGS”) to all full-time faculty members with the advice that the GAT Fund is first come, first serve.
- (b) Full-time faculty members will be required to complete an application form and submit the form to FGS.
- (c) FGS will review applications for eligibility **and keep a waiting list of eligible applicants exceeding the number of eligible grants.**
- (d) Successful applicants **return a signed Offer of Appointment (Appendix E) to the hiring unit no later than 30 days before the start date of the contract and** shall execute a the contract for a Graduate Assistant **within the academic term they identified.**

(e) Following the execution of the contract between the successful applicant and the Graduate Assistant, FGS shall transfer funds to the successful applicant.

(f) In the event that successful applicants do not return a signed Offer of Appointment (Appendix E) 30 days before the start date of the contract or do not execute a contract in the academic term they have identified, FGS will offer their grants to an eligible applicant on the waiting list.

~~5. Where a full-time graduate student is hired as a Graduate Assistant using GAT Fund money provided for through this Letter of Agreement this will be deemed to be employment in connection with financial assistance from the University.~~

31.05 GAT Funds will not be used to offset the cost of a GAship offered as a workplace accommodation.

~~7. In order to provide the amount of funding per allocation as set out at Paragraph 1 above, in each of the years September 1, 2024 to August 31, 2025 ("Year 1") and September 1, 2025 to August 31, 2026 ("Year 2"):~~

~~(a) the amount of \$25,000 will be transferred from the existing carry forward (totaling \$50,000) in the Graduate Assistant Training Fund in each of Year 1 and Year 2.~~

~~(b) the Employer will contribute \$80,000 (\$2,000 x 40 allocations) in each of Year 1 and 2.~~

~~(c) the amount of \$55,000 will be transferred from the Graduate Assistant Bursary Fund to the Graduate Assistant Training Fund in each of Year 1 and Year 2, thus reducing the Graduate Assistant Bursary Fund by \$55,000 in each of those two years.~~

~~In August 2025 and August 2026, the parties will discuss the use of any remaining balance in the GAT Fund in the 2024-2025 and 2025-2026 years, respectively.~~

~~8. This Letter of Understanding shall be placed in the 2023-2026 collective agreement booklet and shall form part of the 2023-2026 collective agreement. It will expire with the expiration of the 2023-2026 collective agreement and shall be removed from the subsequent renewal collective agreement unless renewed by the parties.~~