

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

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

**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 10.04.1 (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

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

### **2. Article 10.03.1 (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 10.12 (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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DENTAL PLAN U1 10.14 / U2 10.11 / U3 10.10 BENEFITS (1)</b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Increase total coverage by 25%                                              | <b>Benefit year maximum</b> We will not pay more than <del>\$3,750</del> <b>\$3,750</b> per person for each benefit year for all services. [p.20]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Increase major dental procedures coverage to 100%                           | <b>Major dental procedures...</b> We will pay <del>85</del> <b>100</b> % of the eligible expenses for these procedures. [p. 24]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| ADD Orthodontics coverage                                                   | <p><b>Orthodontic procedures</b></p> <p><b>Your dental benefits include the following procedures used to treat misaligned or crooked teeth.</b></p> <p><b>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.</b></p> <p><b>The following orthodontic procedures are covered:</b></p> <ul style="list-style-type: none"> <li><b>interceptive, interventive or preventive orthodontic services, other than space maintainers (Preventive dental procedures).</b></li> <li><b>comprehensive orthodontic treatment, using a removable or fixed appliance, or combination of both.</b></li> </ul> <p><b>This includes diagnostic procedures, formal treatment and retention.</b></p> |
| <b>DRUG AND PARAMEDICAL SERVICES PLAN U1 10.16 / U2 10.13 / U3 10.10(2)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Increase per specialty maximum and total paramedical by 25%                 | We will cover 100% of the costs, up to a maximum of <del>\$2,000</del> <b>\$2,500</b> per specialty and an overall combined maximum of <del>\$3,000</del> <b>\$3,750</b> per person per benefit year for all paramedical specialists listed below: (p.14)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ADD Acupuncturists and Osteopaths to covered specialties                    | <p>(p. 15) [...]</p> <ul style="list-style-type: none"> <li>licensed psychiatrists.</li> <li><b>licensed acupuncturists</b></li> <li><b>licensed osteopaths</b></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| ADD Hearing devices                                                         | <p><b>Hearing Devices</b></p> <p><b>We will cover hearing device costs that are NOT covered as part of the Assistive Devices Program 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.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| ADD Orthopedic footwear                                                     | <p><b>Orthopedic Footwear</b></p> <p><b>We will cover orthopedic care and footwear costs, up to a maximum of \$600 per pair of custom orthotic insoles, and/or \$2000 per pair of custom orthopedic shoes, in any 24-month period per person.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>VISION CARE PLAN U1 10.17 / U2 10.14 / U3 10.10 BENEFITS (3)</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|                                                                               |                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Increase maximums for individual services + separate eye exam coverage</p> | <p>We will cover 100% of these costs up to a maximum of <del>\$400</del><b>\$500 for single vision eyeglasses, \$700 for multifocal eyeglasses, \$500 for contact lenses, \$120 for an eye exam, and \$1000 for laser eye correction surgery</b> in any 24-month period per person. [p. 15]</p> |
|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Proposals Regarding Other Components of the Unit 1 Collective Agreement

*[deletes accommodations paragraph from 4.01 and relocates to new 4.05]*

### 4.01 DISCRIMINATION

[...]

~~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.**

*[ADDs new 4.05 from deleted/relocated sections of 4.01, 15.01.3, 15.01.8, 15.01.9, 15.25]*

## **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 teaching, demonstrating, tutoring or marking, 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 be 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.

*[Revised 4.05.7 Relocate and update accommodations information on FGS Publications]*

**4.05.7 All Union benefits available to teaching assistants requiring accommodations shall be advertised on a conspicuous section of the Faculty of Graduate Studies website (e.g. <https://www.yorku.ca/gradstudies/students/current-students/accommodations-for-graduate-students/>). The section will be written by CUPE 3903 and approved by the Labour/Management Committee. It will be updated regularly in accordance with the most recent practices and policies.**

*[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 5.02–5.03 to reflect existing practice]*

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

As per Article 4.04.3, the Union and the Employer agree to maintain the Joint CUPE 3903 – York Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment to discuss and investigate systemic and/or individual discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any member of the bargaining unit in their employment relationship, by reason of race, colour, nationality, ancestry, place of origin, or native language (subject to Article 12.02.1).

The Committee shall consist of ~~at least two~~ **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**. A representative of each party shall be designated as a joint Chair, and the two persons so designated shall alternate in presiding over meetings. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. The Committee shall have its first meeting within six months

of the signing of this agreement.

The Committee may make recommendations to the Labour/Management Committee on these matters from time to time.

### **5.03 EMPLOYMENT EQUITY COMMITTEE**

The Union and the Employer agree to maintain an Employment Equity Committee to meet within one month of the signing of the 2002-2005 collective agreement.

[...]

#### **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.

[...]

*[submission at Step Two should be Dean and/or Director since not all policy grievances involve a Dean]*

### **ARTICLE 6 – GRIEVANCES**

6.05 STEP TWO: If the grievance is not resolved at Step One, the grievance shall be submitted to the Dean or designate and ~~or~~ 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 twenty-one calendar days after that meeting.

*[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

[...]

### **7.09 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.

**7.10** 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.

**7.11** 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.

**7.12** 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).

**7.13** 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.

**7.14** 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.

*[Reporting information on ticketed course directorships to Union]*

**10.01.1**

[...]

- (iii) Programs will identify the potential ticketed course opportunities and will communicate the list of opportunities to applicants **and to the Union** by no later than April 1. If the Program will have no ticketed course directorship opportunities, it will advise the applicants **and the Union** by no later than April 1. Applicants may indicate their preference for a specific opportunity by April 15.
- (iv) Applicants will be assessed and ranked on the basis of their applications. Units may optionally include an interview process; if an interview process is included, the interview process and its role in the applicant assessment will be communicated to applicants. In all cases, appointment decisions will be communicated to applicants **and the Union** by May 15.

*[Updating Article 10.02 in accordance with definitions in 10.04.4]*

#### 10.02 WORKLOAD

10.02.1 Any position listed in Article 10.04 and held by a full-time graduate student is either a full or a partial teaching assistantship. When a full-time graduate student is hired for a full teaching assistantship, it is understood that they will not be required to work more than an average of ten hours per week over the academic session to a total of no more than 270 hours. A full teaching assistantship is defined as one course director assignment, or one writing instructor assignment, or two tutor 1 assignments, or two three-lab-hours per week assignments as tutor 2, or 270 hours of tutor 3, tutor 4, or coach (Fine Arts) assignments, or 100 hours of music tutor, or two ~~one~~<sup>three</sup>-hour studio assignments as tutor 6 (studio instructor, Fine Arts [two ~~two~~<sup>one</sup>-hour assignments as tutor 6 in Dance]) or one tutor 7 position plus one-half of any of the full teaching assignments as computer centre advisor. If a fractional teaching assistantship is assigned, the work requirements shall be adjusted accordingly.

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. **Course supervisors shall discuss with each teaching assistant the number of hours each requires to**

**complete their Employer-required training and orientation and shall include sufficient hours in their individual Workload Forms to accommodate the requirements of each.** 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.

[...]

*[Defining Tutor positions]*

#### 10.04.4 DEFINITIONS

[...]

**“TUTOR 2 DEMONSTRATOR” shall normally be defined as an individual who prepares for and conducts a lab demonstration of live skills or techniques, evaluates the work of students within the lab; and performs related duties as directed by the course supervisor, but who is not assigned principal responsibility for the design and/or presentation of a course. For the purposes of calculating salary and experience, it is recognized that one demonstrator (tutor 2) position normally consists of one (1) three-hour lab per week in the fall/winter session or the pro-rated equivalent in other sessions. It is also recognized, however, that there are anomalies which deviate from this norm for a variety of reasons which may include but are not limited to: the nature and level of the course and pedagogy involved; the amount of out-of-class preparation time; the size of the class; the number of weeks in the session and/or reasonable faculty/unit practices. The parties agree that the identification of a position as an anomaly may justify remunerating that position at a salary higher or lower than specified in Article 10.04.1. In such cases, the parties shall negotiate and agree upon the remuneration for such positions. This provision applies to the identification of any position with anomalous contact hours created after June 23, 1994, or to any proposed changes to any existing position with anomalous contact hours effective after June 23, 1994. Where the parties fail to agree upon the remuneration for any such position, the question may be referred directly to Arbitration in accordance with Article 7.10.**

**“TUTOR 6 STUDIO INSTRUCTOR” shall normally be defined as an individual who prepares for and conducts a studio class, evaluates the live presentation work of the students within the studio, and performs related duties as directed by the course supervisor, but who is not assigned principal responsibility for the design and/or presentation of a course. For the purposes of calculating salary and**

experience, it is recognized that one studio instructor (tutor 6) position normally consists of one (1) one-hour studio group per week in the fall/winter session, or the pro-rated equivalent in other sessions. It is also recognized, however, that there are anomalies which deviate from this norm for a variety of reasons which may include but are not limited to: the nature and level of the course and pedagogy involved; the amount of out-of-class preparation time; the size of the class; the number of weeks in the session and/or reasonable faculty/unit practices. The parties agree that the identification of a position as an anomaly may justify remunerating that position at a salary higher or lower than specified in Article 10.04.1. In such cases, the parties shall negotiate and agree upon the remuneration for such positions. Where the parties fail to agree upon the remuneration for any such position, the question may be referred directly to Arbitration in accordance with Article 7.10.

“TUTOR 7 MISCELLANEOUS” shall normally be defined as an individual employed in teaching, demonstrating, tutoring, marking, or related tasks in support of a course, which cannot be defined by another tutor designation. Tutor 7 Miscellaneous is not assigned principal responsibility for the design and/or presentation of a course. For the purposes of calculating salary and experience, it is recognized that one tutor 7 miscellaneous position normally consists of 270 hours in the fall/winter sessions, or the pro-rated equivalent in other sessions. It is also recognized, however, that there are anomalies which deviate from this norm for a variety of reasons which may include but are not limited to: the nature and level of the course and pedagogy involved; the amount of out-of-class preparation time; the size of the class; the number of weeks in the session and/or reasonable faculty/unit practices. The parties agree that the identification of a position as an anomaly may justify remunerating that position at a salary higher or lower than specified in Article 10.04.1. In such cases, the parties shall negotiate and agree upon the remuneration for such positions. This provision applies to the identification of any position with anomalous contact hours created after June 23, 1994, or to any proposed changes to any existing position with anomalous contact hours effective after June 23, 1994. Where the parties fail to agree upon the remuneration for any such position, the question may be referred directly to Arbitration in accordance with Article 7.10.

“TUTOR 7 (LABORATORY FACILITATOR)” shall normally be defined as an individual who monitors students in a lab setting, facilitates group sessions, and does not have a demonstrating component. Other duties may include marking, grading, and office hours. For the purposes of calculating salary and experience, it is recognized that one laboratory facilitator (tutor 7) position may consist of up to one (1) three-hour lab group per week in the fall/winter session, or the prorated equivalent in other sessions. It is also recognized, however, that there are anomalies which deviate from this norm for a variety of reasons which may include but are not limited to: the nature and level of the course and pedagogy involved;

the amount of out-of-class preparation time; the size of the class; the number of weeks in the session and/or reasonable faculty/ unit practices. The parties agree that the identification of a position as an anomaly may justify remunerating that position at a salary higher or lower than specified in Article 10.04.1.

In such cases, the parties shall negotiate and agree upon the remuneration for such positions. This provision applies to the identification of any position with anomalous contact hours created after June 23, 1994, or to any proposed changes to any existing position with anomalous contact hours effective after June 23, 1994. Where the parties fail to agree upon the remuneration for any such position, the question may be referred directly to Arbitration in accordance with Article 7.10.

“TUTOR 7 (ACCOMMODATION)” shall normally be defined as an individual who may perform duties related to course administration, curriculum development, or other duties related to teaching, demonstrating, tutoring or marking. It is understood that, where the performance of the position requires student contact hours, those shall not exceed three hours per week.

*[Revision to Article 10.05.2 preventing changes to mode of delivery]*

- 10.05.2 Once an employee has been appointed to a ~~course director~~ position for a particular session, they will not be required to convert that course to an alternate mode of delivery. No employee shall be required to perform teaching, grading, instruction, or invigilation in a mode that differs from the mode of delivery specified in the offer of appointment.

*[NEW article 10.05.7 covering “Artificial Intelligence” (AI)]*

#### **10.05.7 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.

*[NEW article 10.06 covering Intellectual Property Definitions]*

**10.06 INTELLECTUAL PROPERTY DEFINITIONS**

Where there is a conflict between the collective agreement and York University's internal policies, the collective agreement shall prevail.

**10.06.1 The following terms shall have the following meanings for the purposes of this Article 10.06:**

**“Administrative Material” means, in respect of any given employee, assessments, grading, reports, or correspondence (a) generated in the course of such employee’s normal administrative, teaching and service responsibilities, or (b) generated by such employee to assist in or to further the administration, operation, or management of the University. For clarity, such administrative material does not include instructor-created course material such as a course syllabus**

**“Covered Intellectual Property” means, in respect of any given employee, all Intellectual Property conceived, discovered, created, invented, authored, developed, or otherwise generated by such employee in the course of their employment or by using University facilities, resources, or staff, together with all Intellectual Property Rights related or otherwise associated therewith.**

**“Direct Support” means any contribution by the University towards the generation of Intellectual Property or Intellectual Property Rights in excess of Ordinary Support, including, without limitation: (a) University funds, personnel, equipment, supplies, or facilities in excess of Ordinary Support; (b) time an employee is released from other regularly assigned duties or obligations; (c) the assumption of liability by the University; (d) additional remuneration in excess of an employee’s regular salary, stipends, allowances, and benefits; and (e) any contribution provided by the University pursuant to an agreement specifying such contribution as constituting Direct Support.**

**“Intellectual Property” means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including, without limitation and to the extent permitted by law, lecture courses and videos thereof, works, biological material, course material, books, manuals, recordings, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software (including computer programs in source and object form), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.**

**“Intellectual Property Rights” means any and all rights provided under (i) patent law; (ii) copyright law; (iii) trade-mark law; (iv) design patent or industrial design law; (v) semiconductor chip, integrated circuit layout, or mask work law; (vi) trade secret law and laws protecting confidential information; (vii) plant breeder rights law; and (viii) any other statutory provision or common law or equitable or other principle which may provide a right in intellectual property or the expression or**

use of intellectual property, but excluding, for greater certainty, any and all rights provided under privacy law.

“Ordinary Support” means the provision of an employee’s regular salary, stipends, allowances, and benefits, and the ordinary use of a normal academic environment comprising access to personnel, equipment, supplies, and facilities funded by regular Faculty operating budgets, as well as University libraries and computing facilities.

“Proceeds” means the revenue or other consideration from the sale, leasing, licensing, commercialization, or any other exploitation of any Intellectual Property or Intellectual Property Rights in Supported Intellectual Property.

“Scholarly Works” means academic and scholarly articles, publications, texts, and other works of authorship.

“Supported Intellectual Property” means, in respect of any given employee, such employee’s Covered Intellectual Property generated, in whole or in part, with Direct Support.

“Use” or “use” means in relation to any Intellectual Property to use, copy, adapt, or exercise any other Intellectual Property Rights in the Intellectual Property.

#### Ownership

- 10.06.2 (1)** Subject to any other agreement to the contrary, Covered Intellectual Property shall be owned by the employees. Other than for Administrative Material which the University is licensed to use under Article 10.06.03 and except as may not infringe or violate copyright or other applicable law, Covered Intellectual Property shall not be used or amended, edited, cut or in any way altered without the written consent of the employee(s) (or) their authorized representatives or assigns) who own(s) the Covered Intellectual Property, except as otherwise specified hereunder.
- (2)** The University and employees will enter into agreements affecting the ownership of Covered Intellectual Property where:
- (a) Covered Intellectual Property is commissioned by the University;
  - (b) Covered Intellectual Property relates to work editing a journal published by the University.

#### Direct Support

- 10.06.3** Each employee hereby grants to the University a non-exclusive, royalty-free, perpetual, irrevocable, non-transferable, and sublicensable license to use their Administrative Material for the University’s normal, non-commercial, institutional purposes. Each employee further waives, in favour of the University, their moral

rights in such Administrative Material, including, without limitation, the rights of integrity and paternity. In respect of works derived from an employee's Administrative Material, the Employer shall seek the consent of the employee before publicly attributing the authorship of such works to the employee, including in cases where such works have been altered.

#### **Grant of License**

**10.06.4 (1)** The following provisions shall apply in respect of Supported Intellectual Property of an employee, subject to 10.06.04(2) below:

- (a) the Supported Intellectual Property shall be owned by the employee;
- (b) the employee shall disclose the Supported Intellectual Property to the University (Notwithstanding this paragraph, supported scholarly works shall be disclosed in accordance with 10.06.07);
- (c) until the cost of the Direct Support has been paid to the University, the University shall be entitled to receive seventy-five (75) percent of the Proceeds of any exploitation of the Supported Intellectual Property (excluding scholarly works);
- (d) in addition to the Direct support, the University shall be entitled to receive ten (10) percent of the Proceeds once the Proceeds earned following repayment of the Direct Support have exceeded \$100,000 (excluding scholarly works);
- (e) as between the employee and the University and except subject to the rights of the University pursuant to 10.06.04(1)(c), the employee shall have control of the commercialization of such Supported Intellectual Property, including the right not to engage in commercialization activities; and (f) as between the employee and the University, the employee shall control whether or not applications or registrations are sought or obtained in respect of such Supported Intellectual Property, including, without limitation, patents and patent applications.

**(2)** Prior to the provision of Direct Support, an employee and the University may enter into a written agreement to address at least the subject matter of Article 10.06.04(1). For greater certainty, such written agreement may vary and supersede, in any and all respects, the terms of 10.06.04(1).

#### **Commercialization**

**10.06.5 (1)** Where an employee desires to collaborate with the University to commercialize Covered Intellectual Property, the parties shall enter into a written agreement. For greater certainty, neither party is obligated to enter into such agreement. Such agreements may vary and supersede the terms in this collective agreement.

**(2)** Subject to any other agreement to the contrary, as between the University and any employee, and except in respect of such employee's Supported Intellectual Property, such employee shall be entitled to the Proceeds from the exploitation of such employee's Covered Intellectual Property.

#### **Disclosure**

**10.06.6** In addition to any other obligations of disclosure that may exist pursuant to this agreement or any other agreement, each employee shall disclose to the University their Covered Intellectual Property for which (a) there is an intent to explore commercialization, or there has been commercialization, or (b) applications or registrations therefor have been sought or obtained, including, without limitation, patents and patent applications, in accordance with policies published by the University from time to time. (Notwithstanding this clause, covered scholarly works shall be disclosed in accordance with the requirements for the submission of an updated CV elsewhere in this Collective Agreement.)

**Contracting Out**

**10.06.7** Notwithstanding any other provision of this collective agreement, employees and the University (and other third-parties, if applicable) may enter into agreements that relate to any Intellectual Property or Intellectual Property Rights, including, without limitation, any Covered Intellectual Property of any employee. The scope, validity, and enforceability of such agreements shall be in no way limited by the terms of this collective agreement, and may vary and supersede, in any and all respects, the terms herein, regardless of whether such terms herein explicitly contemplate such agreements. Such agreements may assign, transfer, license, or waive, any Covered Intellectual Property of any employee, and may have prospective and retroactive effect.

**University Intellectual Property**

**10.06.8** Nothing herein assigns, transfers, or licenses any Intellectual Property or Intellectual Property Rights of the University or any third parties.

*[Revision to Article 10.07 relating to late GIA payments]*

10.07

[...]

Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies (FGS) shall post the Grant-in-Aid monies to a student's account by no later than the 25th of every month. **If FGS cannot meet this deadline, a letter of explanation must be sent to affected members no later than the 20th of the month.**

*[NEW Article 10.13.6 in which Employer provides members of the plan with information on their credited service to date]*

10.13 PENSION PLAN

...

**10.13.6** The employer shall provide members of the Plan with a yearly updated calculation of their credited service according to YUPP 1.07(8)(d).

*[Update 10.15.1 to remove outdated references]*

#### 10.15 LONG-TERM DISABILITY PLAN

- 10.15.1 The Employer shall contribute towards the yearly premiums of the existing ~~UNUM~~ Long-Term Disability Plan or another Long-Term **Disability** Plan that provides at least the same level of benefits as the existing ~~UNUM~~ plan (the “LTD Plan”). **Employees for employees** who meet the criteria in (i) and (ii) below **shall be enrolled in the 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, ~~shall be enrolled in the LTD Plan~~
- 10.15.2 All provisions concerning the establishment or maintenance of the ~~UNUM Long-Term Disability~~ **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~~ **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.

*[Revision making Article 10.19 less convoluted in application]*

- 10.19 ~~8-MONTH~~ **8-MONTH** BENEFIT COVERAGE IN LIMITED CIRCUMSTANCES
- For employees in the priority pool ~~other than PhD-G~~ whose employment is in one term only such that there will be a gap of no more than eight months before their next Unit 1 appointment, they will have Dental, Drug and Vision benefits coverage extended for up to eight months rather than ~~five~~ **four** months. ~~As an administrative matter, any claims after the first five months and before the end of the eight months would not be submitted until the employee returns to work and eligible claims would be promptly paid thereafter~~

*[Update tutor postings requirements]*

#### Article 11 – POSTINGS

##### 11.01.1

[...]

- (v) All tutor postings will include the total contract hours and course mode of delivery (e.g. classroom, online, blended). If the mode of delivery of any required duty subsequently differs from the mode of delivery indicated in the**

**posting, the employee has the right to perform all such duties in the posting's stated mode of delivery or, if this is not possible, to recuse themselves from any such duty without loss of income or other penalty, including discipline under Article 8.**

- 11.01.2 (i) In posting course director positions and teaching assistantships, postings shall contain the following statement: "York University encourages applications from **individuals that self-identify as indigenous, racialized, 2SLGBTQIA+, people with disabilities, Aboriginal peoples, persons with disabilities, members of visible minorities, and women** and invites applicants to review the University's Employment Equity Plan for employees in CUPE 3903, a copy of which is at <http://fr.info.yorku.ca/>.

*[Update Article 12.03.1 to account for diversity of priority pool experiences]*

12.03 PRIORITY POOL

- 12.03.1 (i) Priority in the allocation of available teaching assistantships shall be given to full-time Ph.D. students who, at the time of hiring, have held one teaching assistantship or portion thereof, whether as a Masters student or as a Ph.D. student, but not more than five full teaching assistantships as a Ph.D. student. Priority shall be granted for no more than one full teaching assistantship in a twelve-month period; possible exceptions are noted below. Teaching assistantship appointments shall be counted as part of an individual's Priority Pool entitlement in proportion to a full teaching assistantship as defined in Article 10.02.1, to a maximum of one full teaching assistantship in any academic year. NOTE: Priority per (i) entitles a qualified full-time Ph.D. student to a maximum of one full teaching assistantship ~~(subject to availability)~~ in each of up to six years while a full-time Ph.D. student, provided that the student is successful in obtaining an initial teaching assistantship. Any teaching assistantship(s) held while a Masters student will not reduce the priority while a Ph.D. student. Such priority is subject to (ii) and (iii) below.

(ii) Where the performance of another type of assistantship having a value at least equivalent to a full teaching assistantship is accepted by the student, or is a part of the student's academic program, or is required of the student by the program for other academic reasons, the above priorities may not apply. **In such an instance, the Employer must provide the Union with a written explanation detailing why the above priorities will not apply. This explanation must be provided no later than the conclusion of the first academic term to which this exemption would apply.**

(iii) **Where a PhD student is offered another type of assistantship for the purpose of complying with the student's Accommodated Work Plan (AWP), 12.03.1 shall apply.**

(iv) Students whose total income from fellowships and/or scholarships is equal to or greater than the value of a full Ontario Graduate Scholarship and who are within the priority pool described above shall be allocated at least one-half of a full teaching assistantship or equivalent.

**(v) Where a full-time graduate student is enrolled after the start date of the term, it is understood that the student has not waived their priority pool entitlement.**

*[Update Article 12.09 to better define appointment dates]*

#### 12.09 APPOINTMENT DATES

The appointment dates for contracts ~~in the fall/winter session~~ shall normally be ~~4 September to 30 April~~ as follows:

- (1) Fall/Winter: 1 September to 30 April**
- (2) Fall: 1 September to 31 December**
- (3) Winter: 1 January to 30 April**
- (4) Summer: 1 May to 31 August**

Where an employee is required to work after the formal termination date, the employee shall receive individual notice of this work requirement as soon as possible and not later than ~~15 March~~ **four (4) weeks prior to the formal termination date. Such individual notice shall detail the specific duties to be performed and their expected date of completion.**

- (i) In the event of grade appeals or academic dishonesty cases, such notice is not required. ~~Such work on grade appeals or academic dishonesty shall be compensated at the Overwork Rate. Whenever such work exceeds two (2) hours, it shall be compensated at the Overwork Rate.~~
- (ii) **For required attendance at Academic Dishonesty meetings following the expiry of the contract, such notice will also not be required. Such work will be compensated at the Overwork rate.** ~~Such individual notice shall detail the specific duties to be performed and their expected date of completion.~~

Where an employee is required to work after the formal termination date, the period of such work shall not be unreasonably extended.

*[delete 15.01.3 and relocates to new 4.05 ACCOMMODATIONS]*

#### ~~15.01.3~~ 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 15.01.4 and relocates updated version to new 4.05 ACCOMMODATIONS]*

~~15.01.4 All Union benefits available to teaching assistants with disabilities shall be advertised in the Faculty of Graduate Studies Calendar in a section written by CUPE 3903 and approved by the Labour/ Management Committee.~~

*[delete 15.01.8–15.01.9 and relocates to new 4.05 ACCOMMODATIONS]*

~~15.01.08 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.~~

~~15.01.09 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.~~

*[Revised updated health and safety guidelines]*

#### ~~15.02.1~~ **15.02 HEALTH AND SAFETY**

**York University is committed to the prevention of occupational illness or injury through the provisions and maintenance of healthy and safe conditions on its premises. The University endeavours to provide a hazard-free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programs and procedures. To this end, York University requires that health and safety be a primary objective in every area of operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety.**

**The University also recognizes the importance of engaging individuals in health and safety initiatives through:**

- The provision of fulsome education and training to increase knowledge and awareness**
- The work of the Joint Health and Safety Committees**

- **The enactment of the internal responsibility system such that everyone, regardless of role, plays an important part in creating and maintaining a healthy workplace**

**The University shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programs and shall report hazards to someone in authority, in the interests of the health and safety of all members of the community.**

- 15.02.1** The Union and the Employer recognize the right of employees to work in a secure, healthy, and accessible environment with adequate lighting where needed, a prominent display of directional signs, **wheelchair and mobility aid** wheelchair accessibility, clean air in working areas, public and emergency telephones, an efficient and safe escort service, and an adequate security service.

**The University shall ensure appropriate air quality is provided to all buildings by designing and maintaining building ventilation systems according to applicable legislative standards in Ontario, Health Canada guidelines for indoor air quality, and ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) standards.**

Further, the Employer shall provide sufficient facilities, supplies and services to protect the health and safety of employees as they carry out their duties. The parties agree that the Employer shall provide, and employees shall make use of, protective equipment wherever the same is required for the safe and effective performance of an employee's duties. **Any Employee required to operate equipment requiring safety precautions, the use of protective devices, and/or safe handling procedures shall receive information, instruction and/or training by the Employer as required to ensure the health and safety of the Employee and the safe operation of the equipment or such other training as may be required under the OHSA.** The parties agree to ensure that the safety equipment, materials and protective devices provided by the Employer are maintained in good condition. **Bargaining Unit members may request from their employment supervisors and/or the Labour/Management Committee may request from the appropriate bodies information** Information regarding personal protective equipment that is used or may be used by members of the bargaining unit in the course of their employment will be requested from the appropriate bodies by the Labour/Management Committee.

- 15.02.2** The Employer **shall make all necessary and reasonable provisions for the occupational health and safety of its Employees and** shall comply with the

Occupational Health and Safety Act **and other relevant legislation and regulations**. No employee shall be required to act, nor shall they act, in the course of their employment, in a manner which constitutes a health or safety hazard under the Act. The Employer shall inform all employees **in their Written Offers of Appointment** of their rights and obligations under this Act.

**15.02.3 HEALTH AND SAFETY TRAINING**

The parties agree to carry on frequent and continuing education programs for employees, providing information and instruction on safety **policies and procedures and workplace hazards** in accordance with **W.H.M.I.S. requirements, relevant legislation, especially the Occupational Health and Safety Act, which requires the Employer to provide information and instruction to workers to protect them in the workplace and acquaint them with any hazards in their work or workplace (OHSA sec. 25(2)). The Act also requires workers to work in compliance with the provisions of the Act and the regulations (sec. 28(1)).**

- (i) All members of the bargaining unit are required to complete health & safety training mandated by OHSA and other relevant legislation, as well as other training agreed to by the Labour/Management Committee. Such training may include but is not limited to Health & Safety Orientation, WHMIS Level 1 or WHMIS Level 2, Workplace Harassment & Violence, Slips, Trips, and Falls Prevention, any applicable job-specific training, and other training agreed to by the Labour/Management Committee.**
- (ii) Attendance at these programs required training programs, whether in person or online, shall be on paid work time. Supervisors of employees subject to Article 10.01.1 (Type 2 Workload) shall ensure employees' Workload Forms include sufficient hours to cover all required training, per 10.01.1(ii)(b) and 10.01.1(iii)(a).**
- (iii) Hiring units shall provide employees' direct work supervisors with lists of all Employer-required training sessions/modules (and the time required to complete each) that employees in their hiring units must complete, including training required by OHSA, AODA, and any other applicable legislation.**
- (iv) Written Offers of Appointment shall include a link to the online employee training portal where members of the bargaining unit can find a list of the Employer-required sessions/modules (and the time required to complete each) they must complete during their contract.**

(v) The Employer shall provide the Union by July 1 annually an updated list of all required health and safety training sessions, online or in person, that its members are required to attend.

(vi) The Union shall be invited to attend all Health and Safety educational programs directed to the CUPE 3903 membership and conducted or sponsored by the Employer. The Union shall have the right to review and comment on all materials used at such programs. Subject to the approval of the Office of Health and Safety, which shall not be unreasonably withheld, the Union shall have the right to make a presentation at all such programs and, for online asynchronous programs, provide additional materials (e.g., slides) for inclusion.

#### 15.02.4 JOINT HEALTH AND SAFETY COMMITTEES

The Employer recognizes and values the role of health and safety committees and shall establish such committees consistent with the OHSA and Ministry of Labour requirements. This includes establishing and supporting Joint Health and Safety Committees (JHSCs) and other health and safety related committees. The Employer and the Union are committed to continuing the Joint Health and Safety Committees Committee and the processes currently in effect as referred to and detailed in Article 15.02.7.

The Parties acknowledge that a Joint Health and Safety Program can only be successful where everyone in the workplace is committed to these responsibilities. Therefore, the parties undertake to co-operate in ensuring that these guidelines and the full intent of the Occupational Health and Safety Act will be carried out by their respective organizations. The Parties have adopted these guidelines in good faith and agree to promote and assist Joint Health and Safety Committees and committee members by providing such information, training, and assistance as may reasonably be required for the purpose of carrying out their responsibilities.

Joint Health and Safety Committees (JHSCs) will act in accordance with the Occupational Health and Safety Act and associated legislation to support and promote a healthy and safe working environment and participate in consultations and provide input during the review of the Healthy Workplace Policy.

(i) Consistent with the OHSA, it is the responsibility of the JHSCs and Health and Safety Executive Council to make recommendations to the Employer concerning the establishment, maintenance and monitoring of health and safety programs (OHSA Section 9(18)(c)).

(ii) **The Employer shall review and update, at least annually, the York University Healthy Workplace Policy with input from workplace Parties including members of the JHSCs and Alternates.**

(iii) **The Union, CUPE 3903 members of the JHSCs, and the Health and Safety Executive Council, together with other members thereof and other workplace Parties shall participate in the design and evaluation of training programs to increase the awareness of Health and Safety issues within the University community.**

In addition to any other legislative reporting obligations, the Union **and the CUPE 3903 Co-Chair of the Joint Health and Safety Committee Coordinator** (or designate) shall, at the same time, be notified by email where there has been an accident report filed with the Union.

15.02.5 The Employer shall provide certification training, delivered by the Workers' Health and Safety Centre, to **at least three CUPE 3903 members of the CUPE 3903 Joint Health and Safety Committees Committee. It is understood that this is inclusive of the obligation, contained in the Joint Health and Safety Agreement between the Administration and CUPE 3903 signed and dated 1 December 1994, to certify one additional member beyond the legal requirement. The Employer shall reimburse all reasonable expenses associated with such training, including training fees and meals and other travel allowances per York University's Expense Reimbursement Guidelines.**

Further, upon request to the Joint Health and Safety Committee, in each academic year one worker member of the Committee **CUPE 3903 JHSC representative** may attend a CUPE Health and Safety **Course course or conference** of their choice for up to a maximum of sixteen hours. **The and the Employer shall reimburse for all reasonable expenses associated with such training, including the course or conference fees, meals and other travel allowances per York University's Expense Reimbursement Guidelines, and payment at the marker/grader rate for the scheduled hours of the course or conference up to a maximum of sixteen hours.**

The Employer will increase the amount of paid time available for participation in the JHSC by 45 Tutor 1 hours per academic year.

15.02.6 The **CUPE 3903/Administration Joint Health and Safety Committee Union and Employer** will pursue the development and delivery of improved training for CUPE 3903 employees and particularly for those working in the sciences and fine arts. It is intended that reviews in this area shall include investigation of the feasibility of having CUPE 3903 employees trained as Workers Health and Safety Centre instructors who would be qualified to conduct expanded training. Final

approval for the implementation of the expanded training must be given by both the CUPE 3903 Executive and the Employer.

- 15.02.7 During the term of the collective agreement, York University is committed to the prevention of occupational illness or injury through the provisions and maintenance of healthy and safe conditions on its premises. The University endeavours to provide a hazard-free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programs and procedures.

York University requires that health and safety be a primary objective in every area of operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety. The University shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programs and shall report hazards to someone in authority, in the interests of the health and safety of all members of the community.

To this end, York University has entered into an agreement with CUPE Local 3903 to establish a Joint Health and Safety Committee and guidelines for the composition, practice and procedures thereof, dated December 1, 1994.

York University and CUPE Local 3903 will continue to respect the functions and guidelines established for the Joint Health and Safety Committee.

**The Parties agree that the structure and functions of Joint Health and Safety Committees shall include the following, as it relates to CUPE 3903 and its members:**

- (i) The Employer shall maintain a Health and Safety Executive Council (HSEC), on which at least one CUPE 3903 JHSC member shall be entitled to sit.**
  - (a) HSEC shall be designated as a Joint Health and Safety Committee with all the powers conferred and requirements imposed by the Occupational Health and Safety Act.**
  - (b) At least one CUPE 3903 member who sits on HSEC shall be certified under the Occupational Health and Safety Act (the "OHSA").**

- (c) All time spent by CUPE 3903 members on the Health and Safety Executive Council in relation to their attendance at HSEC meetings or in activities relating to the function of the HSEC prescribed by the terms of reference or contained in this article shall be considered as time at work paid at the member's regular rate of pay, as appropriate. When the work must be completed outside of regular university working hours, the member(s) will be entitled to claim a meal allowance.
- (d) The Parties will engage in further discussions, which will include other Unions at the University, concerning the means by which the HSEC is administered, the relationship between the HSEC and JHSCs, the manner in which the HSEC will reach decisions and make recommendations, and the Employer's obligations to respond to the HSEC.
- (ii) The Employer shall maintain Joint Health and Safety Committees (JHSCs) sufficient to support the workplace. Each JHSC shall have two Co-Chairs, one from the Employer and one from the worker members, who shall alternate the chair at meetings.
- (iii) The HSEC shall determine which area of the workplace each JHSC covers.
- (iv) The structure of the JHSCs shall be in accordance with OHSA and the Collective Agreement.
- (v) CUPE 3903 shall have at least one (1) member and be fairly represented on each JHSC that represents workers in CUPE 3903. Each JHSC may make recommendations to the HSEC as to the appropriate representation from the various work areas covered by the JHSC.
- (vi) CUPE 3903 may appoint up to four (4) Alternates for the HSEC and one (1) Alternate for each member on a JHSC. The Alternates shall be allowed as substitutes on the applicable committee, upon notification of the co-chairs of the applicable Committee.
- (vii) The JHSCs shall meet at least quarterly, or more frequently based on risk level. Each JHSC shall determine how frequently it will meet and any changes to the schedule must be approved by the co-chairs of the applicable Committee.
- (viii) The University shall ensure that there are sufficient certified members on the JHSCs to comply with the OHSA.

(ix) The Union shall select all of its members and alternates for the HSEC and JHSCs. The decision to remove a Union member from any Committee shall be at the Union's sole discretion, unless the OHSA requires such removal.

(x) The workplace shall be inspected in accordance with the OHSA.

(a) All health and safety concerns raised during a workplace inspection shall be recorded on a "Workplace Inspection Report" form submitted by the worker member performing the inspection.

(b) The "Workplace Inspection Report" form will be forwarded to the appropriate area or department manager and to the Office of Health and Safety for inclusion in the Joint Committee file, normally within two (2) days of the inspection.

(c) The manager shall return copies of the completed report to all members of the JHSC, the Union office, and to the Joint Committee file, in care of HSWEB, normally within fourteen (14) days of receipt of the report.

(d) The Vice-President Equity, People and Culture and/or appropriate designate(s) shall respond, in writing, within twenty-one (21) days of receipt, to written committee recommendation(s). A copy of the recommendations shall be attached to the minutes. The written response shall indicate the Employer's assessment of the applicable committee's recommendation(s) and specify, with explanations, what action will or will not be implemented because of the recommendation(s). Any proposed action by the Employer shall include details of who will be responsible for such action and a proposed timeframe for addressing the issue(s). The CUPE JHSC Coordinator and CUPE 3903 Chairperson shall be copied on all responses that affect CUPE 3903 workplaces.

(xi) Worker members of the applicable JHSC shall participate in investigations of incidents that have caused or have the potential to cause serious injury to an Employee. JHSC Terms of Reference will include provisions for such investigations.

The applicable JHSC will designate at least two members (one worker and one management) and/or alternates if required, chosen by those they represent, to accompany a Ministry of Labour Inspector while carrying out a Ministry inspection of the workplace.

If an investigation arises from the death or critical injury of a CUPE 3903 member, at least one (1) CUPE 3903 member shall be permitted to participate in an investigation conducted pursuant to s. 9(31) of the OHSA. Where a worker member from CUPE 3903 is unavailable, another worker member from the JHSC will be present. Where another worker member from the JHSC is unavailable, a certified worker member from another JHSC will be present. Where the investigating worker member is not a CUPE 3903 member, but the incident involves an Employee represented by CUPE 3903, a CUPE 3903 member of the JHSC, the CUPE 3903 JHSC Coordinator, and the CUPE 3903 Chairperson shall be copied and acknowledge receipt of the Report.

(xii) At CUPE 3903's request, the Employer will provide, for occupational health or safety purposes, information regarding the identification and quantification of hazards associated with materials, processes and equipment and with test results of any equipment, machine, device, article, material or biological substance, or chemical or physical agent in or about a workplace. The Employer also agrees to notify the applicable JHSC (with a copy to CUPE 3903's Chairperson and JHSC Coordinator, where the testing involves a CUPE 3903 workplace) of testing dates to allow a worker member of the JHSC to be present at the commencement of testing and to inform the affected Employee(s) of the results. Results will be posted normally within two (2) working days of the issuance of the resulting report.

(xiii) A certified JHSC worker member and the Union shall be present during a work refusal investigation as outlined in the OHSA. Consistent with OHSA requirements and Ministry of Labour practices, where a worker member from the refusing Employee's Union is unavailable, another worker member from the JHSC will be present.

(xiv) The Employer shall post JHSC minutes, workplace inspection reports, JHSC membership lists, and industrial hygiene testing reports on the JHSC website.

(xv) All time spent by CUPE 3903 members of any committee in relation to their attendance at JHSC meetings or in activities relating to the function of a committee as prescribed by the OHSA or contained in this Collective Agreement shall be paid at the member's regular rate of pay and the time spent shall be considered as time at work. Any Joint Committee work that must be completed outside of the regular business hours of the University shall be subject to a meal allowance.

A CUPE 3903 member or an Alternate, if a JHSC member is not available, of any JHSC shall be paid at their regular rate of pay to receive required training related to their role as JHSC members, to conduct inspections and critical injury investigations, to prepare reports, and to participate in and provide feedback on policy/program reviews. Members or Alternates who conduct inspections and investigations shall be allowed at least one (1) hour to write and submit reports. Where additional time is required, it shall not be unreasonably denied.

CUPE 3903 JHSC members shall be paid for one (1) hour of preparation time for each JHSC meeting and one (1) hour every month to attend a meeting of all CUPE 3903's JHSC members at a time and date of the Union's choosing. The CUPE 3903 JHSC Coordinator shall be entitled to up to three (3) paid hours per month for work directly related to their role as Coordinator.

Any HSEC or JHSC member who takes minutes for a meeting shall be paid for sufficient time to edit and finalize these minutes, if required.

(xvi) Meeting agendas are to be sent to the HSEC and JHSCs one (1) week in advance.

(xvii) The development, adoption, and implementation of JHSC Terms of Reference shall be done in accordance with the OHSA.

(xviii) The Employer agrees that Health and Safety Advisors who the Employer appoints are not members of JHSCs and may act only in an advisory capacity.

[...]

*[updates 15.03 so that fund allocations stay in the fund over each year]*

#### 15.03 BOOKS/SUPPLIES FUND

- (i) In each year of the collective agreement the Employer will allocate \$8,000 to ~~the~~ the Union for the Books/Supplies Fund (the "Fund"). Individual allocations from the Fund will be made by the Union to Employees in the bargaining unit for the purpose of offsetting the cost of books and materials required for the performance of an employee's teaching duties and responsibilities, which are otherwise not provided to the employee. Criteria, priorities and procedures for application to, and distribution of, the Fund shall be established by the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted by the Union in writing to the Labour/Management

Committee.

- (ii) If any annual demand on the Fund exceeds \$8,000, any additional monies shall be allocated by the union out of the Ways and Means Fund and shall be included in the annual report referenced at Paragraph 15.03 (i).

**(iii) Any unspent monies shall remain in the Fund for future distribution.**

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

#### 15.09 EXECUTIVE SERVICE

- 15.09.1 In recognition of the fact that service on the Union executive limits the ability of employees to make themselves available for employment, the Employer agrees to pay the Union by 30 September of ~~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.

*[Updates participation language to reflect current practices; creates repository of departmental constitutions; allows for APE for U1 participation in university governance]*

#### 15.11 PARTICIPATON

[...]

- 15.11.2 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 teaching assistants and Contract Faculty 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.

- 15.11.3** 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 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 so that the Union can evaluate the extent to which departments and faculties have included CUPE 3903 members in deliberative processes per articles 15.11.1 and 15.11.2, 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.

~~15.11.3 Employees will not be removed from Listserves for faculty and graduate students for at least one year after their last contract.~~

15.11.4 EXPERIENCE CREDIT FOR PARTICIPATION

~~(i) The parties agree to develop a protocol for the awarding of APE credit for participation, taking into consideration the degree of such participation both in terms of time commitment involved and difficulty of the tasks performed.~~

~~(ii) The parties will consider whether such credit is Cap-exempt in whole or in part.~~

**In support of their participation as per Article 15.10.3 above, employees in the CUPE 3903 Unit 1 bargaining unit who are elected or appointed to a committee of an academic unit or Faculty, a committee of Senate, or a Task Force or ad hoc committee or working group as may be established by the central administration will receive Type 1 equivalent applicable prior experience (APE) credit (as defined in Article 12.02.2 of the Unit 2 Collective Agreement) as follows:**

**(i) Minimum requirement for APE participation credit:**

**A minimum of 20 hours of participation as described above in any one contract year is required to be eligible for APE participation credit.**

**(ii) Value of APE participation credit:**

**20 to 62.5 hours of participation: 1/6 or 0.17 FCE of APE participation credit.  
Greater than 62.5 hours: 1/3 or 0.33 FCE of APE participation credit.**

**(iii) In exceptional circumstances involving a higher commitment of time for a particular committee/task force/working group, the Employer or the Union may recommend participation credit up to a total of 0.5 FCE of APE participation credit to be approved by the Labour-Management Committee.**

**(iv) APE participation credits shall be counted as equivalent to experience credits gained by appointments for the purposes of Article 10.01.5 (Bridge). Credits applied as applicable prior experience under Article 10.01.5 shall be subject to the annual cap on APE accrual cap in Article 12.07(iv) of the Unit 2 collective agreement.**

**(v) Reporting APE participation credit:**

**Unit 1 employees intending to receive APE participation credit for their participation in any contract year will obtain written confirmation of their service, including the hours they are claiming, from the chair of the relevant committee/task force/working group, using the Form set out as Appendix “H”, signed by the relevant chair(s), and will submit their total APE participation credit hours for the contract year to Faculty Relations and the Union by no later than September 15 immediately following the contract year in question. The Union will inform the Employer of any concerns with respect to the number of hours submitted by the Unit 1 employee by September 30. After September 30 and by no later than October 23 the Employer will either approve or indicate if it has concerns with respect to the number of hours submitted by the Unit 1 employee.**

**(vi) Updating Work Histories to incorporate APE participation credit:**

**On October 30 and June 30, the Employer will update work histories as required to incorporate the APE participation credit that has been submitted since the last work histories update.**

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

15.11.65 The Employer will recommend to the Faculty of Graduate Studies Council and to the Scholarships and Grants Committee that CUPE 3903 be given a representative on the Sub-Committee which allocates the Graduate Development Fund.

15.11.6 The Vice-President (Academic) will send to each faculty a copy of the letter attached as Appendix H recommending that they consider motions similar to those that were passed by the Faculty of Arts Council concerning the participation of contract faculty.

*[Updates Childcare Fund articles relating to fund disbursements and increases annual funding]*

15.12 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~~ **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.

15.13.3 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.

15.13.4 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 30<sup>th</sup> of each year.

Commented [MM1]: Numbers need to be updated - Joseph will do this

Commented [MM2R1]: Joseph will fix in all 3

*[Increases Article 15.16 PDF each year]*

#### 15.16 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 articles Articles 15.18 to mandate annual reporting at LMC]*

#### 15.18 CUPE 3903 MASTERS BURSARY FUND

The CUPE 3903 Masters Bursary Fund will be made available in the summer term for bargaining unit members in masters programs, who are registered full-time in the summer term and have no scholarship or other form of funding (excluding bursaries) from or through the University in that term. The first priority is summer funding, on the basis of need, for those bargaining unit members in multi-year masters programs, who held a full teaching assistantship in the previous fall/winter terms, and will return to the second or third year of full-time study in their masters program in the following fall term. The second priority is summer funding, on the basis of need, for those bargaining

unit members in masters programs who will be entering a Ph.D. program at York University in the following fall term.

Disbursement of the bursary will occur on or after June 15th of the contract year. The bursary will be administered by a four person committee consisting of two members selected by the Union, one full-time faculty member selected by the Employer, and the Dean of Graduate Studies or designate, using procedures approved by the Labour/Management Committee. **An annual report on the disbursement of monies per semester shall be submitted in writing to the Labour/Management Committee.**

In each year of the collective agreement, \$107,000 will be allocated to this Fund.

*[Increases PhD Completion Fund in each year and adds reporting requirement]*

15.19 CUPE 3903 PH.D. COMPLETION FUND

The CUPE 3903 Ph.D. Completion Fund is to assist members outside the priority pool who have no funding in the last term of their doctoral studies. On the basis of need, funds will be made available to bargaining unit members registering for their final term of eligibility for full-time status in a doctoral program, who have no scholarship or other form of funding, excluding bursaries) from or through the University in that term. The first priority is summer term funding for those bargaining unit members who held a full teaching assistantship in the previous fall/winter terms.

Disbursement of the bursary will occur on or after June 15th of the contract year. The bursary will be administered by a four person committee consisting of two members selected by the Union, one full-time faculty member selected by the Employer, and the Dean of Graduate Studies or designate, using procedures approved by the Labour/Management Committee. **An annual report on the disbursement of monies per semester shall be submitted in writing to the Labour/Management Committee, including whether recipients were in their final term of year six (6) or year seven (7).**

Effective **September 1, 2026, \$125,000** ~~2008-2009 \$100,000~~ will be allocated to this fund. **Effective September 1, 2027, \$150,000 will be allocated to this fund.**  
**Effective September 1, 2028, \$175,000 will be allocated to this fund.**

*[Updates CUPE 3903 UHIP Fund dates and amounts]*

15.20 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

Commented [MM3]: Move to fund increases above

September 1, ~~2028~~2025.

*[Updates dates relating to FUND PROTECTION]*

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, 202~~63~~<sup>24</sup> and October 1, 202~~74~~<sup>25</sup> and October 1, 202~~85~~<sup>26</sup>. 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 202~~63~~-202~~96~~ 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.

[...]

*[delete 15.25 and relocates to new 4.05 ACCOMMODATIONS]*

15.25- 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>~~

*[Updates CUPE Benefits Fund dates and amounts]*

15.27 CUPE 3903 BENEFITS FUND

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~~ ~~\$486,302~~ 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.

*[Makes Article 15.30 permanent and updates reporting mechanism]*

15.30 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 15.31 permanent and updates reporting accordingly]*

15.31 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.

*[Clarifies further Article 17.18 and expands leave accorded]*

17.18 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 17.22 creating Indigenous Ceremonies Leave]*

**17.22 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 17.23 establishing leave relating to pregnancy loss]*

### **17.23 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.

*[NEW article 17.24 establishing leave relating to inclement weather]*

### **17.24 INCLEMENT WEATHER**

Upon request, an employee shall be granted leave paid at full salary of up to one-thirty-fifth of their Appointment Contract(s) for cases of inclement weather conditions. Alternatively, the employee shall be permitted to switch to online class/tutorial delivery, should it be an accessible option.

*[Updates Ways and Means Fund dates and amounts]*

## **ARTICLE 20 – WAYS AND MEANS FUND**

- 20.01 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 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).

*[NEW Article 21.02, relocated from 4.06]*

### **21.03 PRINTING AGREEMENT**

- 21.03.1** 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.

**21.03.2** 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.

*[Revision to Article 22.02 requiring reporting on fulfilment of minimum guarantee]*

Article 22 - Information

[...]

22.02 [...]

**(v)** By 30 September, the Employer will provide the Union with information accounting for the mode of disbursement of every member's guaranteed minimum entitlement over the course of the academic year (September-August). This information will indicate both how the minimum guarantee will be met (e.g., GA/RA, scholarship, fellowship, etc.) and when each component of the minimum guarantee will be dispersed to each member.

**(vi)** Where the guaranteed minimum entitlement is met through means other than a one or more tutor contracts, the Employer will provide the union with additional information.

For illustrative purposes, this information would include, but is not limited to, a description of tasks (if any) expected of the employee to receive their guaranteed minimum entitlement.

*[NEW Article 22.03.1, mandating employer share contact information for Departmental/Divisional administrators]*

**22.03.1** 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.**

*[Revising Letter of Agreement on additional funding for priority pool members]*

**LETTER OF AGREEMENT  
ADDITIONAL FUNDING FOR PRIORITY POOL MEMBERS**

[...]

- (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—~~ 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. The following posting deadlines shall apply other than in exceptional circumstances (e.g., circumstances in which a position has not been identified in time to meet the applicable posting deadline): August 1st for positions scheduled to begin in September; December 1st for positions scheduled to begin in January; and April 1st for positions scheduled to begin in May.

GAship postings shall be clearly labelled as Unit 1 and shall identify, to the extent possible:

- (i) the duties, responsibilities and tasks;
- (ii) reasonable qualifications of the position;
- (iii) the number of hours of the graduate assistantship;
- (iv) the start and end date of the GAship;
- (v) application process and application deadline;
- (vi) information and documents, e.g., an up-to-date CV, required for application

Postings shall indicate that priority in the assignment of the position will be given to applicants for whom the position will satisfy the Minimum Guarantee.

Hiring Units will make available a common application form or template (hard copy or electronic); in the absence of a unit-designed template or form, the model

form in Appendix F shall be used.

[...]

- C. By September 15 FGS will inform each student, through the graduate program office, whether or not they will be offered TA, GA/RA activity for the fall, or that the funding under the minimum guarantee will be offered in the winter or summer. In the latter case, FGS will make its best efforts to inform students by November 30 and in any event no later than December 15 whether the activity will be offered in the winter or the summer term. **In the event that minimum guarantee is not met by TA, GA, or RA activity in a given term, it will be met by a lump sum funding adjustment; such a payment shall be made by September 25 for the Fall term, January 25 for the Winter term, and May 25 for the Summer term.** Once informed of how the minimum guarantee will be met under this provision, any other scholarship, fellowship, research assistantship or employment income from York will be in addition to the minimum guarantee ~~save and except for scholarships of \$5,000 or more (or the matching fund portion of the scholarship from the University) which may be offset against the York Fellowship.~~

The parties have reviewed the various aspects of this program during negotiations and have exchanged documents, as embodied in the November 12, 1998 Letter of Understanding, in order to confirm how this Letter should best be given effect. In the event of a conflict between the November 12, 1998 Letter of Understanding and this Letter of Agreement, this Letter of Agreement shall govern.

*[Makes Letter of Agreement permanent and updates data Employer provides union]*

#### LETTER OF AGREEMENT

##### DISCUSSIONS REGARDING WORKPLACE ACCOMMODATION

The Union and the Employer agree that at in February and May of each year, the Employer, Employee Well-Being and the Union will engage in a discussion the scope of which will include:

1. Data that the Employer provides to CUPE in advance of these meetings; and
2. Discussion and feedback regarding individual CUPE 3903-represented employees' experience with the accommodation processes under the Disability Support Program, with a view to opportunities for continuous improvement.

Four weeks in advance of a scheduled meeting, the Employer will provide the Union with the following non-confidential aggregate data as available through EWB regarding;

(a) newly medically accommodated employees in the CUPE 3903 bargaining units, including information regarding the nature of the accommodation provided;

**(b) all medically accommodated employees broken down by bargaining unit;**

(c) the number of CUPE 3903-represented employees newly seeking an accommodation on the

basis of family status;

**(d) the total number of CUPE 3903 represented employees approved for family status accommodations.**

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 Staff Representative Equity (or nearest equivalent position) on behalf of the Union. If either party wishes to have more than three representatives in attendance, they should seek the agreement of the other party no later than seven days in advance of the meeting.

~~This Letter of Understanding will expire with the commencement of the renewal collective agreement following the 2023-26 collective agreement unless this Letter of Understanding is renewed by the parties.~~

*[NEW Letter of Intent Regarding York University Pension Plan]*

Letters of Intent

[...]

**18. Changes to the York University Pension Plan (YUPP 1.07 and YUPP 1.11) for CUPE 3903 Members**

**Whereas, CUPE3903 has been a member of the pension plan since January 1, 1988, and**

**whereas the yearly wage equivalent of a three-course teaching load is usually deemed normal full-time, full-year pensionable basis for other unions contributing to the YUPP, and**

**whereas on January 1, 2015, the employer set the full-time normal basis, and only for CUPE 3903 members, to a 3.5 course load level without corresponding union consultations, and**

**whereas, at present the YUPP includes a formula for determining the “minimum guaranteed benefit” (MG benefit) that compares unfavorably to the MG benefit formula of other similar plans in our sector, and**

**whereas most plans in our sector pay roughly 5% more upon retirement for the same years of service and income, and many include provisions for CPI indexing of benefits, often adding nearly 25% in value to a pension plan lacking such a provision, and**

**whereas the current surplus, as well as changes introduced to the YUPP in 2014, have caused benefits to decline slightly and the ratio of employer to employee contributions to change from roughly 65% each year to roughly 55% in recent years,**

**both parties agree to rectify the imbalance by introducing, by January 1, 2028, and seeking agreement from other Unions in the YUPP to the following changes to the York University Pension Plan:**

**1.07 (d) Credited Service**

**(d): teaches a minimum of 3.5 3 full-time course equivalents at the University in the Plan Year over a period of less than 12 months. Lower course equivalents will be prorated as a fraction of this full-time equivalent for Credited Service.**

**1.11 Final Average Earnings**

**[...] means the average, as determined by the University, of the Member's Earnings during the five four years of highest Earnings after July 1, 1960 but prior to retirement.**

**As a penalty for inactivity or non-compliance, the university will issue a one-time payment of up to 1% of a member's 2027 gross annual earnings, but only up to their maximum contribution room, into their current year pension as an AVC (additional voluntary contribution) on April 1, 2028. This payment will be received by all currently active CUPE 3903 members who joined the pension plan in the year of 2026 or before and are holding a contract in 2028.**

*[Adding contract hours to offer of appointment]*

**APPENDIX B**

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

Dear

Date:

On behalf of the Dean, I am pleased to offer you an appointment as teaching assistant as outlined below, in:

Hiring Unit

Faculty.

1. Position Title \_\_\_\_\_ \*No. of Assignments/~~Hours~~\_\_\_\_\_

*Article 10.04*

**Total Contract Hours\*\*\*** \_\_\_\_\_

Course \_\_\_\_\_ Meeting Time(s) \_\_\_\_\_  
*Calendar Listing*

Session \_\_\_\_\_

Base Total \_\_\_\_\_ \*\*Supplement \_\_\_\_\_

Vacation Pay \_\_\_\_\_ \*\*Grant in Aid \_\_\_\_\_

2. Position Title \_\_\_\_\_ \*No. of Assignments/~~Hours~~ \_\_\_\_\_  
*Article 10.04*

**Total Contract Hours\*\*\*** \_\_\_\_\_

Course \_\_\_\_\_ Meeting Time(s) \_\_\_\_\_  
*Calendar Listing*

Session \_\_\_\_\_

Base Total \_\_\_\_\_ \*\*Supplement \_\_\_\_\_

Vacation Pay \_\_\_\_\_ \*\*Grant in Aid \_\_\_\_\_

It should be understood that this offer in total consists of    full teaching assistantship(s)\*

Total Value of All Contracts:                      .

\*The general terms and conditions of your appointment, including salary and provision for cancellation of appointments, are as set out in the current collective agreement between York University and the Canadian Union of Public Employees, Local 3903. In particular please read Article 10.02.1 for elaboration on your teaching assistantship and hours of work.

\*\*Please confirm the accuracy of these Supplemental and Grant-In-Aid figures by referring to the attached memorandum, **REMUNERATION FOR TEACHING ASSISTANTS**.

**\*\*\*For Type 2 and 3 positions, list the total contract hours.**

[...]

For information regarding the terms and conditions of your employment as set out in a collective agreement between York University and CUPE 3903 Unit 1 see link below:  
<https://www.yorku.ca/labour/collective-agreements/>

For information regarding your rights and obligations under the Ontario Health and Safety Act (OHSA), see **[insert link to website to be created by Employer]**. For information regarding your required training and orientation courses, see <https://yulearn.yorku.ca/my/>. Note: any Employer-required training and orientation sessions are included in your contract hours, per Article 10.01.1(ii)(b).

Revised **2026** February, 2000  
Revised April, 2012  
Revised November, 2023

*[NEW Appendix H, relating to revisions to 15.11, replacing current obsolete Appendix H]*

**APPENDIX H**  
**APPLICABLE PRIOR EXPERIENCE (APE) PARTICIPATION CREDIT**  
**CONFIRMATION FORM (Per Unit 1 Article 15.11.4)**

\_\_\_\_\_  
**UNIT 1 EMPLOYEE**

\_\_\_\_\_  
**EMAIL ADDRESS**

**COMMITTEE/TASKFORCE/WORKING GROUP:** \_\_\_\_\_

**ACADEMIC SESSION OF PARTICIPATION AS MEMBER OF**  
**COMMITTEE/TASKFORCE/WORKING GROUP:** \_\_\_\_\_

**HOURS OF PARTICIPATION DURING ACADEMIC SESSION:** \_\_\_\_\_

**CHAIR OF COMMITTEE/TASKFORCE/WORKING GROUP:** \_\_\_\_\_

**SIGNATURES CONFIRMING ACCURACY OF INFORMATION ABOVE:**

**1. I confirm that the information I have provided above is accurate to the best of my knowledge:**

\_\_\_\_\_  
**Unit 1 employee**

\_\_\_\_\_  
**Date**

**2. I confirm that the information above is accurate to the best of my knowledge:**

\_\_\_\_\_  
**Committee/Working Group/Taskforce Chair**

\_\_\_\_\_  
**Date**

**APPENDIX H**

**PARTICIPATION LETTER FROM VICE-PRESIDENT (ACADEMIC AFFAIRS)**

**York University**

**Office of the Vice President (Academic Affairs) and Provost Memorandum To: Deans/Principal**

**From: Michael Stevenson**

**Date: February 3, 1999**

**Subject: CUPE 3903 participation**

As agreed during the last round of collective bargaining with CUPE 3903, I am writing to each Faculty to recommend that the Faculty Council consider motions similar to those that were passed by the Faculty of Arts Council concerning the participation of contract faculty. For your convenience I have attached a copy of the relevant Council motions from Arts. I would ask that you forward this letter to the Chair of your Council. cc: Brian Abner, Assistant Vice President (Academic Resource Planning) Paula O'Reilly, Director, Academic Employee Relations CUPE 3903

## Proposals Agreed to by both the Union and the Employer (Sign-offs)

### ARTICLE 3 – EMPLOYEES REPRESENTED

*[changes steward designation to reflect union nomenclature]*

[...]

- 3.02 The Employer agrees that no employee or group of employees shall undertake to represent the Union to the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall provide the employer, in writing, with the names and position titles of its officers and the names and jurisdiction of its stewards, including the person(s) designated ~~chief~~<sup>lead</sup> steward(s), and the name(s) of its staff representative(s). The Employer shall be obligated to recognize the status of these persons listed only from the date of such written notice. Likewise the Employer shall supply the Union with a list of its designated authorities with whom the Union may be required to transact business.

*[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.**

[...]

*[delete current 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.