

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

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

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

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

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

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

1. Article 10.02 (Salary Rates)

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

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

2. Article 10.02 (Grant-In-Aid)

Increase Grant-in Aid rates by

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

3. Article 10.07 (Graduate Financial Assistance)

Increase Graduate Financial Assistance rates by

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

Proposals Regarding Sun Life Benefits Plan

Proposal	Changes to Sun Life Benefits Booklet
DENTAL PLAN U1 10.14 / U2 10.11 / U3 10.10 BENEFITS (1)	
Increase total coverage by 25%	Benefit year maximum We will not pay more than \$3,750 \$3,000 per person for each benefit year for all services. [p.20]
Increase major dental procedures coverage to 100%	Major dental procedures... We will pay 85 100 % of the eligible expenses for these procedures. [p. 24]
ADD Orthodontics coverage	Orthodontic procedures Your dental benefits include the following procedures used to treat misaligned or crooked teeth. 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. The following orthodontic procedures are covered: • interceptive, interventive or preventive orthodontic services, other than space maintainers (Preventive dental procedures). • comprehensive orthodontic treatment, using a removable or fixed appliance, or combination of both. This includes diagnostic procedures, formal treatment and retention.
DRUG AND PARAMEDICAL SERVICES PLAN U1 10.16 / U2 10.13 / U3 10.10(2)	
Increase per specialty maximum and total paramedical by 25%	We will cover 100% of the costs, up to a maximum of \$2,000 \$2500 per specialty and an overall combined maximum of \$3,000 \$3,750 per person per benefit year for all paramedical specialists listed below: (p.14)
ADD Acupuncturists and Osteopaths to covered specialties	(p. 15) [...] ▪ licensed psychiatrists. ▪ licensed acupuncturists ▪ licensed osteopaths
ADD Hearing devices	Hearing Devices 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.
ADD Orthopedic footwear	Orthopedic Footwear 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.
VISION CARE PLAN U1 10.17 / U2 10.14 / U3 10.10 BENEFITS (3)	

Increase maximums for individual services + separate eye exam coverage	We will cover 100% of these costs up to a maximum of \$400\$500 for single vision eyeglasses, \$700 for multifocal eyeglasses, \$500 for contact lenses, \$120 for an eye exam, and \$1000 for laser eye correction surgery in any 24-month period per person. [p. 15]
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Proposals Regarding Other Components of the Unit 3 Collective Agreement

[Updating and adding to article 3.05]

3.05 CLASSIFICATION OF BARGAINING UNIT WORK

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

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

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

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.**

[Delete 4.05 and relocate to 3.06]

4.05 UNION MEMBERSHIP AND DUES

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

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

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

[ADDs new 4.05 from deleted sections of 4.01, 11.01, 11.02, 11.03, 11.12; updates new 4.05.1 to reflect Unit 3 responsibilities]

4.05 ACCOMMODATIONS

4.05.1 **Persons with disabilities, per York University's accommodation process, shall be accommodated, including through access to special equipment or required**

resources identified as a required accommodation to assist employees in the performance of their administrative, clerical or research work, on the same basis as other York University employees.

- 4.05.2** Where practicable, upon request to the Office of the Assistant Vice-President (HR&ER), employees who have a mobility impairment will have the location of their classes and/or office space re-assigned and/or receive such other accommodation as is reasonable and appropriate. The identity of the employee making the request and the fact and nature of the request shall remain confidential and shall only be released on a need to know basis or with the express consent of the employee concerned. Employee Well-Being will act as liaison between the Employer and employees with disabilities on these issues.
- 4.05.3** In addition to its existing ASL interpretation services, the University is piloting the use of Video Remote Interpreting (VRI) services for use by employees who require ASL interpreter support for work activities which are impromptu or arranged on short notice. Members of CUPE 3903 will 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 graduate 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 5.02–5.04.1 to reflect existing practice; alter numbering to reflect update from 5.04 to 5.03]

5.02 ADVISORY COMMITTEE ON RACE/ETHNIC RELATIONS AND HARASSMENT

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

5.03 EMPLOYMENT EQUITY COMMITTEE

An employee in the bargaining unit may be selected by the Union as a representative on

the Employment Equity Committee referred to in Article 5.03 of the Unit 1 collective agreement.

5.04- EMPLOYMENT EQUITY COMMITTEE

5.03.1 Employment Equity Committee

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

[...]

[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

7.08 MEDIATION-ARBITRATION

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

- 7.09** Each Party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of Mediator-Arbitrator, the hearing room and any other expenses incidental to the Mediation-Arbitration hearing shall be borne equally by the Parties. The Parties agree to use University facilities at no cost wherever possible.
- 7.10** The Mediator-Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of the collective agreement, or any expressly written amendment or supplement thereto or to extend its duration, unless the Parties have expressly agreed, in writing, to give the Mediator-Arbitrator specific authority to do so or to make an award which has such effect.
- 7.11** The outcome of the mediation will be one of the following:
- (i) No resolution is reached and the Union decides to withdraw the grievance and take no further action.
 - (ii) A resolution is reached, transcribed, and signed by the Parties, with copies provided to the Union, the Employer, and the Grievor(s).
 - (iii) No resolution is reached through Mediation, and the Mediator-Arbitrator shall have the authority to conduct the arbitration phase on the basis of documents or, if the Mediator-Arbitrator deems it necessary, may reconvene the parties for an additional hearing for the presentation of evidence or oral argument. The Mediator-Arbitrator shall issue a decision on the grievance in writing within twenty-one (21) calendar days of the conclusion of the Mediation-Arbitration session(s).
- 7.12** Should the Parties disagree as to the meaning of the Mediator-Arbitrator's decision, either Party may apply to the Mediator-Arbitrator to clarify the decision and resolve the points of dispute, which the Mediator-Arbitrator shall do in writing within twenty-one (21) calendar days of the application.
- 7.13** Should one or both of Parties wish to amend the roster of agreed-upon Mediator-

Arbitrators during the life of the collective agreement, they shall submit notification of this intent to the other party in writing, seeking agreement to amend the roster and indicating the rationale for their request. Agreement to amend the roster shall not be unreasonably denied. Should the receiving Party agree, each Party shall, within fourteen (14) calendar days, propose two (2) candidates, and the Parties shall agree upon one (1) of the four (4) proposed candidates within twenty-eight (28) days. Should the Parties fail to reach an agreement within the established timeline, the Party that submitted the notification shall choose from among the proposed candidates.

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

8.01.1 JUST CAUSE

The Employer shall not discipline, suspend or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer. **The Employer shall not use student evaluations or student comments/complaints made through third-party online platforms in support of any argument for just cause.**

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

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

Such Notice of Meeting shall be in writing using a letter or letters similar to the form contained in Appendix C and shall contain a brief but clear statement of the allegations which form the basis of the complaint **and copies of any corroborating evidence on which the Employer will rely**, of the employee's right to Union representation at the meeting, as well as the time, place and date of the meeting, and shall inform the employee that they may request an alternative meeting time.

[Revised update health and safety guidelines]

10.01 HOURS OF WORK

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

The supervisor and employee shall meet to discuss the assigned duties and responsibilities as soon as possible, but normally no later than 28 days after the start of the contract. This discussion will be confirmed in writing through the completion of the relevant section of the Graduate Assistant Workload Form (Appendix D), copies of which will be provided to the employee and the graduate program director. **Direct supervisors shall include sufficient hours in the employee's Workload Form to accommodate any Employer-required training and orientation.**

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

[...]

[Updates information required on Unit 3 job postings]

10.02.1 POSTINGS

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

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

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

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

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

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

All appointments shall be made from among the applicants who meet the qualifications. Hiring Units will make available a common application form or template (hard copy or electronic).

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

10.02.2 PRIORITY POOL BARGAINING UNIT WORK

Where a Priority Pool entitlement (Unit 1 article 12.03) is met through work classified in the CUPE 3903 Unit 3 bargaining unit, those entitlements shall not be reduced in any way.

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

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

10.10 BENEFITS

[...]

(6) LONG-TERM DISABILITY PLAN

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

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

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

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

administrative matters relating to such claims. It is recognized that members may initiate claims by way of contact through the Union.

[Delete 11.01 and relocates to new 4.05 ACCOMMODATIONS]

11.01 RESOURCES FOR PERSONS WITH DISABILITIES

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

All Union benefits available to graduate 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 11.02-11.03 and relocates to new 4.05 ACCOMMODATIONS]

11.02- Where practicable, upon request to the Office of the Executive Director, Faculty Relations, employees who have a mobility impairment will have the location of their classes and/or office space re-assigned and/or receive such other accommodation as is reasonable and appropriate. The identity of the employee making the request and the fact and nature of the request shall remain confidential and shall only be released on a need to know basis or with the express consent of the employee concerned. The Office of the Disabilities Co-ordination Manager will act as a liaison between the Employer and the employee with disabilities on these issues.

11.03- In addition to its existing ASL interpretation services, the University is piloting the use of Video Remote Interpreting (VRI) services for use by employees who require ASL interpreter support for work activities which are impromptu or arranged on short notice. Members of CUPE 3903 will be advised as to how to access this VRI services.

[Revised updated health and safety guidelines]

11.04 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.

11.04.1

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.

11.04.2 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.

11.04.3 **HEALTH AND SAFETY TRAINING** One bargaining unit employee may be appointed by the Union to the CUPE 3903 Joint Health and Safety Committee.

11.04.4 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 shall ensure employees' Workload Forms include sufficient hours to cover all required training, per 10.01.**

(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.**

11.04.5

(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 ~~only~~ 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.**

11.04.611.04.4 JOINT HEATH 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, Training and Skills Development (MLTSD) 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 Joint Health and Safety Committees and the processes currently in effect as referred to and detailed in Article **11.04.711.03-7.**

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 Go-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.

11.04.5 The Employer shall provide certification training, delivered by the Workers' Health and Safety Centre, to at least three CUPE 3903 members of the Joint Health and Safety Committees. 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, in each academic year, one CUPE 3903 JHSC representative may attend a CUPE Health and Safety course or conference of their choice for up to a maximum of sixteen hours. 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.

11.04.6 The 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.

11.04.7 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 Employer shall provide certification training, delivered by the Workers' Health and Safety Centre, to three members of the CUPE 3903 Joint Health and Safety 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.

Further, upon request to the Joint Health and Safety Committee, in each academic year 27 one worker member of the Committee may attend a CUPE Health and Safety course of their choice for up to a maximum of sixteen hours and the Employer shall reimburse for all reasonable expenses associated with such training.

The Employer will increase the amount of paid time available for participation in the JHSC by 45 tutor 3 hours per academic year.

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.

[...]

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

11.05.3 EXECUTIVE SERVICE

In recognition of the fact that service on the Union executive limits the ability of employees to make themselves available for employment, the Employer agrees to pay the Union by 30 September of ~~2026~~ each year the equivalent of the salary of ~~twelve~~ ten course directors, in full satisfaction of the Employer's obligations under the CUPE

3903 Unit 1, Unit 2 and Unit 3 agreements. **Effective September 2027 and thereafter, the Employer agrees to pay the Union by 30 September of each year the equivalent of the salary of fourteen course directors, in full satisfaction of the Employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 agreements.** These monies shall be distributed among the members of the executive as seen fit by the Union.

[Delete 11.12 and relocates to new 4.05 ACCOMMODATIONS]

11.12 ACCOMMODATION

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

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

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

11.15 PARTICIPATION

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

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

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

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

currently granted in some hiring units to a lowest common denominator.

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

Where the central administration establishes a Task Force, and the outcome of the deliberations of the Task Force could potentially or is likely to have a significant and direct impact on bargaining unit work, the Employer agrees that at least one member of the Task Force will be a bargaining unit member selected from among the members of the bargaining unit who have been regularly employed in such work.

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

[NEW Article 13.02, relocated from 4.06]

13.02 PRINTING AGREEMENT

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

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

the interpretation of this agreement, the English version shall be binding.

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

[...]

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

...

[NEW article 15.08.3 covering “Artificial Intelligence” (AI)]

15.08.3 ARTIFICIAL INTELLIGENCE

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

(i) AI systems and human work

(a) No displacement of human work

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

(b) Limits on AI-informed employment decisions

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

(c) Performance evaluation and AI-based surveillance

No member shall have their performance evaluated by AI-driven mechanisms that erode human oversight, or function as workplace surveillance. Any evaluation of performance shall be conducted by human assessors, in

accordance with the collective agreement and institutional policies on academic freedom and fair treatment.

(d) Disclosure of AI-related systems

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

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

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

(e) Joint impact assessment

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

(f) Human oversight and contestability

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

(g) Right to refuse AI-related work

Employees have the right to refuse work that involves the use of AI tools for

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

(h) Training and skills development

The Employer shall provide training and skills development support to members of the bargaining unit so they can understand and critically engage with AI-related tools used in teaching, research, and course administration. The Union shall be involved in the design and content of such training, and access to training shall not be used as a condition of employment or a substitute for reducing staffing or workloads.

(ii) Data, privacy, and intellectual property

(a) Sharing of member data or intellectual property

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

(b) Training-data prohibition

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

(iii) Consent, consultation, and penalties

(a) Union consultation and consent

The Employer must obtain prior, explicit consent from the Union before adopting or implementing any AI tools that affect Bargaining Unit work, including teaching, research, grading, student interaction, or evaluation and discipline. Consent must be clear and conspicuous, and the Employer's request shall include a specific description of the intended use, the data

involved, and the anticipated impact on employment, workload, and working conditions. Any consent granted shall apply only to the specific intended use described and shall not imply blanket or future consent for other projects or tools. The Employer shall provide written notice of its request for consent at least 60 days prior to the intended implementation date.

(b) Form and process of consent

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

(c) Penalties and remedies for violations

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

[Updates articles relating to childcare facility disbursements]

- 15.09.1 The Employer agrees to contribute annually to operating costs of the Student Centre Childcare facility, known as the Lee Wiggins Childcare Centre. In each year of the collective agreement, the amount ~~allocated~~ **contributed** shall be \$60,000. By September 30 of each academic year the Employer will ~~allocate \$50,000~~ **disburse \$55,000** to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. Any remaining amount from the subsidies that goes unused shall be reallocated towards operational costs of the Student Centre Childcare Facility. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.
- 15.09.2 By September 30 of each academic year the Employer will ~~allocate \$60,000~~ **disburse \$65,000** to the **Early Learning Centre at York University (formerly known as the York University Co-operative Daycare Centre)** to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their

Child Care Fee Subsidy ~~Metropolitan Toronto Social Services subsidy~~ or whose subsidy is inadequate. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.

- 15.09.3 Effective September 1, 2026~~2023~~, and every 12 months thereafter, the Employer agrees to contribute to the Childcare Fund annually. The Employer's contribution will be **\$302,000 effective September 1, 2026, \$312,000 effective September 1, 2027, and \$322,000 effective September 1, 2028**~~\$270,557 effective September 1, 2023, \$273,262 effective September 1, 2024, and \$275,995 effective September 1, 2025~~. Allocations from the Fund will be made by the Union. An Annual Report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.

[Clarifies further Article 16.05 and expands leave accorded]

16.05 EMERGENCY LEAVE

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

[NEW article 16.21 creating Indigenous Ceremonies Leave]

16.21 INDIGENOUS CEREMONIES LEAVE

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

[NEW article 16.22 establishing leave relating to pregnancy loss]

16.22 PREGNANCY LOSS

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

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

In the case of pregnancy resulting in a stillbirth, employees will be entitled

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

[NEW article 16.223 establishing leave relating to inclement weather]

16.23 INCLEMENT WEATHER

Upon request, an employee whose contract requires them to work on campus shall be granted leave paid at full salary of up to one-thirty-fifth of their Contract(s) for cases of inclement weather conditions. Alternatively, the employee shall be permitted to switch to online work, should it be an accessible option.

[Updates Ways and Means Fund dates and amounts]

ARTICLE 18 – WAYS & MEANS FUND

18.01 Upon ratification of the ~~2026-2029~~2023-26 Collective Agreement the Employer will pay to the Union effective September 1, ~~2026~~2023 **\$260,000**\$240,725.51, ~~less the amount of \$238,342.09 that was paid to the Union in the fall of 2023;~~ towards the Union's Ways & Means Fund, administered 64 by the Union. Effective September 1, ~~2027~~2024, this amount will ~~be \$270,000~~ \$243,132.77 and effective September 1, ~~2028~~2025, this amount will be **\$280,000**\$245,564.09, and each year thereafter. Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee. In addition, the Employer will commit up to \$10,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer).

[Increases Article 19.01 PDF each year]

19.01 PROFESSIONAL DEVELOPMENT FUND

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

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

[...]

[Updates dates relating to FUND PROTECTION]

21.01 There will be no diminution in the per employee amount in the funds listed below during the term of this collective agreement as a result of an increase in the number of employees in the bargaining unit as at October 1, 202~~63~~²³ and October 1, 202~~74~~²⁴ and October 1, 202~~85~~²⁵. 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~~²³-202~~96~~²⁶ collective agreement, growth in the number of employees will therefore be measured on the basis of the number of employees as of October 1, 2014. In the case of the funds below where such is indicated, the basis on which growth in the number of employees will be measured is the growth in the number of employees who are eligible to use the funds.

[Updates CUPE Benefits Fund dates and amounts]

22.01 Effective September 1, ~~2026~~²⁰²³, and every 12 months thereafter, the Employer agrees to contribute an amount to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. The amount contributed by the Employer is ~~\$510,000~~ ^{\$476,720} effective September 1, ~~2026~~²⁰²³, ~~\$525,000~~ ^{\$481,487} effective September 1, ~~2027~~²⁰²⁴, and ~~\$540,000~~ ^{\$486,302} 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.

[Updates CUPE 3903 UHIP Fund dates and amounts]

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

[Makes Article 29.01 permanent and updates reporting mechanism]

29.01 SUPPORT FOR RACIALIZED EMPLOYEES
Effective September 1, 2024, and September 1, 2025, 2026, and each September thereafter, the Employer will provide to CUPE 3903 \$25,000 toward the Union's ongoing support of racialized employees in the bargaining unit who confront and experience race related and/or other intersecting forms of discrimination, harassment, and/or violence. An Annual Report consisting of non-confidential and **aggregate data shall be submitted in writing by the Union to the Office of Faculty Relations**

through the Labour/Management Committee by no later than September 30.

~~By September 30, 2025, and September 30, 2026, the Union will provide a report consisting of non-confidential and aggregate data to the Office of Faculty Relations through the Labour/Management Committee indicating the nature and purpose of disbursements and amounts of money spent in the previous 12-month period. This report may assist the Employer in identifying potential systemic barriers.~~

[Makes 30.01 permanent and updates reporting accordingly]

30.01 MENTORING

Effective September 1, 2024, and September 1, 2025, 2026, and each September thereafter, the Employer will provide to CUPE 3903 \$10,000 for the purpose of providing mentorship and professional development opportunities for employees in the CUPE 3903 bargaining units. By September 30, 2025, and September 30, 2026 of each year, the Union will provide a report to the Office of Faculty Relations through the Labour/Management Committee indicating the nature and purpose of disbursements and amounts of money spent in the previous 12-month period.

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

ARTICLE 31 – GRADUATE ASSISTANT TRAINING FUND

31.01 ~~In each of the years September 1, 2024 to August 31, 2025 and September 1, 2025 to August 31, 2026 the University will~~ **In each collective agreement year, the employer shall** offer a Graduate Assistant Training (“GAT”) Fund that will support the incentivization of research at the University and the provision of high-quality training opportunities in research for graduate students working with a full-time faculty member. The amount available in the GAT Fund in each year will be ~~\$200,000~~**\$200,000**. Up to ~~5040~~ individual allocations to full-time faculty members who make an application under this fund will be provided per each of the two years noted above, with a value of \$4000 per allocation.

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

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

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

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

Paragraph 2 a, b, and c above.

The allocation process is as follows:

- (a) An invitation to apply for the GAT Fund will be issued from the Faculty of Graduate Studies ("FGS") to all full-time faculty members with the advice that the GAT Fund is first come, first serve.
- (b) Full-time faculty members will be required to complete an application form and submit the form to FGS.
- (c) FGS will review applications for eligibility **and keep a waiting list of eligible applicants exceeding the number of eligible grants.**
- (d) Successful applicants **return a signed Offer of Appointment (Appendix E) to the hiring unit no later than 30 days before the start date of the contract and** shall execute a the contract for a Graduate Assistant **within the academic term they identified.**
- (e) Following the execution of the contract between the successful applicant and the Graduate Assistant, FGS shall transfer funds to the successful applicant.
- (f) In the event that successful applicants do not return a signed Offer of Appointment (Appendix E) 30 days before the start date of the contract or do not execute a contract in the academic term they have identified, FGS will offer their grants to an eligible applicant on the waiting list.**

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

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

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

- ~~(a) the amount of \$25,000 will be transferred from the existing carry forward (totaling \$50,000) in the Graduate Assistant Training Fund in each of Year 1 and Year 2.~~
 - ~~(b) the Employer will contribute \$80,000 (\$2,000 x 40 allocations) in each of Year 1 and 2.~~
 - ~~(c) the amount of \$55,000 will be transferred from the Graduate Assistant Bursary Fund to the Graduate Assistant Training Fund in each of Year 1 and Year 2, thus reducing the Graduate Assistant Bursary Fund by \$55,000 in each of those two years.~~
- ~~In August 2025 and August 2026, the parties will discuss the use of any remaining balance in the GAT Fund in the 2024-2025 and 2025-2026 years, respectively.~~

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

[Revised update health and safety guidelines]

APPENDIX E

GRADUATE ASSISTANTSHIP – OFFER OF APPOINTMENT YORK UNIVERSITY

[...]

For information regarding the terms and conditions of your employment as set out in a collective agreement between York University and CUPE 3903 Unit 3 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).

[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.

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 2 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~~**lead** 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.**

[...]

[Corrects Unit error and removes references to articles not in Unit 3 collective agreement]

4.01 DISCRIMINATION The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment or coercion, including no mandatory blood or urine tests, including but not limited to as these relate to Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illness, AIDS-Related-Complex, or positive immune deficiency test, and including no genetic screening for specific medical disabilities or for pregnancy, exercised or practiced with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this agreement by reason of race, creed, colour, age, sex, marital status, parental status, number of dependents, nationality, citizenship (subject to the provisions of the Ontario Human Rights Code concerning citizenship), ancestry, place of origin, native language (~~subject to Article 12.01.7~~), disability or disabilities (~~subject to Article 12.01.7~~), Acquired Immune Deficiency Syndrome (AIDS), or AIDS related illness, or AIDS-Related-Complex, or positive immune deficiency test (virus HIV) (~~subject to Article 12.01.7~~), political or religious affiliations or orientations, Academic affiliations or orientations (~~subject to the exercise of academic freedom as set out in Article 14.01~~), record of offences (except where such a record is a reasonable and bona fide ground for discrimination because of the nature of the employment), sexual orientation, transsexual transition status, gender expression, and gender identity, nor by reason of their membership or non-membership or lawful activity or lack of activity in the Union, or the exercise of any of the rights under this agreement.

The Employer undertakes that no York University student who is or has been employed in Unit ~~4~~ **3** shall be penalized in their student status for the exercise of any of their rights under this collective agreement or by reason of their membership or non-membership or lawful activity or lack of activity in the Union.

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

[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.~~