

Change “Unit 1” to “Unit 3” in Article 4.01 – Discrimination (paragraph 2), remove references to non-existent articles – U3 only

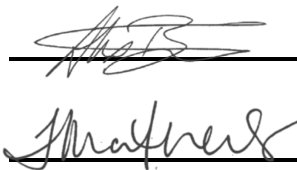
4.01 DISCRIMINATION

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.

For the University



For the Union



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.