

Unit 1 Articles 10.05, 11.01, Paragraph XX of the Memorandum of Settlement (MOS) for a Renewal Collective Agreement

Unit 2 Articles 10.06, 11.02, Paragraph XX of the MOS for a Renewal Collective Agreement

Unit 3 Articles 10.02, 15.08, Paragraph XX of the MOS for a Renewal Collective Agreement

Employer counter proposal – Unit 1 – Articles 10.05 and 11.01 and Paragraph XX of Memorandum of Settlement (MOS) for a Renewal Collective Agreement

Revised by yellow highlight below.

Unit 1

Add new Articles 10.05.7 and 11.01.1(v) and Paragraph XX to the MOS for a renewal 2026-29 collective agreement as follows:

Paragraph XX Ad Hoc Committee to Discuss Artificial Intelligence

The Parties agree that no later than three (3) months following the ratification of the 2026-29 collective agreement, the Parties will establish an ad hoc committee whose remit will be to discuss employee personal information, accountability and training in regard to the use of AI. This ad hoc committee will consist of three (3) representatives of the Employer and three (3) representatives of CUPE 3903. This ad hoc committee will report to the Joint CUPE 3903 Labour/Management Committee by no later than September 1, 2028.

10.05.7 Employee Personal Data and Electronic Monitoring

- (i) The University agrees that employees in the bargaining unit have a reasonable right to privacy in their personal communications and files, whether on paper or in an electronic form.
- (ii) The University is committed to transparency with respect to its policies, guidelines and procedures regarding privacy of personal information and data protection, cyber security and electronic monitoring. Such policies, guidelines and procedures shall be accessible to employees in electronic form at <https://www.yorku.ca/secretariat/policies/>.

11.01.1 (v) Use of Artificial Intelligence ("AI")

If AI will be used to screen, assess or select applicants for a posted position, the Employer will indicate such in the posting.

Unit 1 Articles 10.05, 11.01, Paragraph XX of the Memorandum of Settlement (MOS) for a Renewal Collective Agreement

Unit 2 Articles 10.06, 11.02, Paragraph XX of the MOS for a Renewal Collective Agreement

Unit 3 Articles 10.02, 15.08, Paragraph XX of the MOS for a Renewal Collective Agreement

Employer counter proposal – Unit 2 – Articles 10.06 and 11.02 and Paragraph XX of MOS for a Renewal Collective Agreement

Unit 2

Add new Articles 10.06.9 and 11.02.2 and Paragraph XX to the Memorandum of Settlement for a renewal 2026-29 collective agreement as follows:

Paragraph XX Ad Hoc Committee to Discuss Artificial Intelligence

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10.06.9 Employee Personal Data and Electronic Monitoring

- (i) The University agrees that employees in the bargaining unit have a reasonable right to privacy in their personal communications and files, whether on paper or in an electronic form.
- (ii) The University is committed to transparency with respect to its policies, guidelines and procedures regarding privacy of personal information and data protection, cyber security and electronic monitoring. Such policies, guidelines and procedures shall be accessible to employees in electronic form at <https://www.yorku.ca/secretariat/policies/>.

11.02.2 Use of Artificial Intelligence (“AI”)

If AI will be used to screen, assess or select applicants for a posted position, the Employer will indicate such in the posting. Any added posting language to this effect will be subject to Article 11.05 (New or Revised Postings).

Unit 1 Articles 10.05, 11.01, Paragraph XX of the Memorandum of Settlement (MOS) for a Renewal Collective Agreement

Unit 2 Articles 10.06, 11.02, Paragraph XX of the MOS for a Renewal Collective Agreement

Unit 3 Articles 10.02, 15.08, Paragraph XX of the MOS for a Renewal Collective Agreement

Employer counter proposal – Unit 3 – Articles 10.02 and 15.08 and Paragraph XX of MOS for a Renewal Collective Agreement

Unit 3

Add new paragraph to the bottom of existing Article 10.02, add new Article 15.08.2, with renumbering of existing Article 15.08, and add Paragraph XX to the Memorandum of Settlement for a renewal 2026-29 collective agreement as follows:

Paragraph XX Ad Hoc Committee to Discuss Artificial Intelligence

The Parties agree that no later than three (3) months following the ratification of the 2026-29 collective agreement, the Parties will establish an ad hoc committee whose remit will be to discuss employee personal information, accountability and training in regard to the use of AI. This ad hoc committee will consist of three (3) representatives of the Employer and three (3) representatives of CUPE 3903. This ad hoc committee will report to the Joint CUPE 3903 Labour/Management Committee by no later than September 1, 2028.

10.02 POSTINGS

Except as otherwise provided in the Collective Agreement, all positions in Unit 3 shall be 22 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) If known at time of posting, in-person requirements, including location (e.g., campus and/or work space);
- (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).

Unit 1 Articles 10.05, 11.01, Paragraph XX of the Memorandum of Settlement (MOS) for a Renewal Collective Agreement

Unit 2 Articles 10.06, 11.02, Paragraph XX of the MOS for a Renewal Collective Agreement

Unit 3 Articles 10.02, 15.08, Paragraph XX of the MOS for a Renewal Collective Agreement

If AI will be used to screen, assess or select applicants for a posted position, the Employer will indicate such in the posting.

15.08 TECHNOLOGY

15.08.1 Where communication and the dissemination of information are deemed indispensable to the normal functioning of the faculty councils or departments/divisions (e.g., the scheduling of Senate, Council, departmental and/or course meetings), hard copy versions of this information shall be posted and readily accessible to all CUPE members of the appropriate body. Where online applications are required for internal bursaries, scholarships or awards administered by the Faculty of Graduate Studies, hard copy versions of these application forms will be made available to the Union at their request on behalf of specific CUPE 3903 employees for whom online access is not reasonably available. No Unit 3 employee's application will be rendered ineligible owing to difficulties with internal electronic applications. If a graduate assistant is unable to perform assigned duties due to a lack of technological skills or knowledge they will be assigned different duties or a different graduate assistantship, with no reduction in their remuneration under Article 10.02.

15.08.2 Employee Personal Data and Electronic Monitoring

- (i) The University agrees that employees in the bargaining unit have a reasonable right to privacy in their personal communications and files, whether on paper or in an electronic form.
- (ii) The University is committed to transparency with respect to its policies, guidelines and procedures regarding privacy of personal information and data protection, cyber security and electronic monitoring. Such policies, guidelines and procedures shall be accessible to employees in electronic form at <https://www.yorku.ca/secretariat/policies/>.