

Effective

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UNIT 3

All graduate students registered as full-time at York University who are receiving financial assistance from or through the University and in connection with such assistance are employed in administrative, clerical and research work save and except supervisors, persons above the rank of supervisor, and persons for whom a trade union held bargaining rights at the date of application.

Clarity Note: For the purpose of clarity, graduate students registered as full-time at York University who receive financial assistance from or through York University for research or academic activities which are predominantly for the purpose of advancing the students' progress towards fulfilment of their program and degree requirements are not in the bargaining unit.

UNIT 3 COLLECTIVE AGREEMENT

between



and



**Canadian Union of
Public Employees
Local 3903**

2008–2011

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this agreement is to establish an orderly collective bargaining relationship between the employer and its employees represented by the union, to ensure the peaceful settlement of disputes and to set forth agreement covering rates of pay and other working conditions which shall supersede all previous agreements and arrangements between the employer and the employees represented by the union.
- 1.02 The use of the feminine pronoun shall be considered to include the masculine.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 All inherent and common law management functions and prerogatives which the employer has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the employer.
- 2.02 Without limiting the generality of the above, these rights include, but are not limited to, the right:
- to hire, classify, direct, promote, demote, retire, transfer, layoff or recall, discharge, reprimand, suspend or otherwise discipline employees for just cause;
 - to determine the requirements of a job and the standards of the work to be performed;
 - to expand, reduce, alter, combine, transfer or cease any job, department, operation or service;
 - to determine the size and composition of the work force;
 - to make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this Agreement;
 - to maintain order and efficiency and otherwise generally manage the University, direct the work force and establish terms and conditions of employment not in conflict with the provisions of this agreement.
- 2.03 In exercising its rights and in conducting its employment relations, the employer shall act reasonably, non-discriminatorily and in good faith.

ARTICLE 3 - EMPLOYEES REPRESENTED

- 3.01 The employer recognizes the union as the exclusive bargaining agent for all graduate students registered as full-time at York University who are receiving financial assistance from or through the University and in connection with such assistance are employed in administrative, clerical and research work save and except supervisors, persons above the rank of supervisor, and persons for whom a trade union held bargaining rights at the date of application.

Clarity Note: For the purpose of clarity, graduate students registered as full-time at York University who receive financial assistance from or through York University for research or academic activities which are predominantly for the purposes of advancing the students' progress towards fulfilment of their program and degree requirements are not in the bargaining unit.

3.02 The employer agrees that no employee or group of employees shall undertake to represent the union to the employer without proper authorization of the union. In order that this may be carried out, the union shall provide the employer, in writing, with the names and position titles of its officers and the names and jurisdiction of its stewards, including the person(s) designated chief 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.

3.03 The employer agrees to provide the union, by 15 February in the fall/winter session and by 1 July for the winter/summer and summer sessions, with a list of employees in the bargaining unit by graduate program, and the total wages paid to each employee.

3.04 DISPUTE RESOLUTION

The parties agree to an expedited process to resolve disputes about whether a graduate student is a research assistant and therefore excluded from the bargaining unit as follows:

- (a) The employer will, no later than six (6) weeks from the start of each term, provide to the union and post on the bulletin board in each graduate program a list of employees in the bargaining unit.
- (b) After the list of employees referred to in (a) above is posted, a graduate student and/or the union may file a grievance alleging that a graduate student who is not on the list should be on the list. Such a grievance will briefly set out in writing the basis upon which it is asserted that the graduate student is not a research assistant, with specific reference to the position and arguments on whether the graduate student is receiving financial assistance “in support of research or academic activities relevant and related to that student’s field(s) of study within the academic program.” The grievance will be submitted to the Dean of FGS or designate, with a copy to the Office of Academic Employee Relations.
- (c) The employer will, within fourteen days of receipt of the grievance, provide a written response setting out its position on whether the graduate student in issue is a research assistant.
- (d) The parties positions will be reviewed and discussed by the parties at the next Labour/Management Committee meeting.
- (e) If the grievance is not resolved at step (c) or (d) above the union may, within seven days of the Labour/Management Committee meeting, refer the grievance to expedited arbitration before Arbitrator Gerald Charney, Russell Goodfellow or Kevin Whittaker.

ARTICLE 4 - DISCRIMINATION AND HARASSMENT

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 practised 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, disability or disabilities, Acquired Immune Deficiency Syndrome (AIDS), or AIDS related illness, or AIDS-Related-Complex, or positive immune deficiency test (virus HIV), political or religious affiliations or orientations, Academic affiliations or orientations, 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 her 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 the bargaining unit shall be penalized in her student status for the exercise of any of her rights under this collective agreement or by reason of her membership or non-membership or lawful activity or lack of activity in the union.

4.02 HARASSMENT

The union and the employer recognize the right of employees to work in an environment free from harassment and undertake to take all reasonable and appropriate actions to foster such an environment. Harassment in the work place includes, but is not limited to, threats or a pattern of aggression, insulting or demeaning behaviour by a person in the workplace, where the person knows or reasonably ought to know that her behaviour is likely to create an intimidating or hostile workplace environment.

4.03 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT

4.03.1 The union and the employer recognize the right of employees to work in an environment free from sexual, gender and gender identity harassment, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that sexual, gender and gender identity harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit, or any employee in the bargaining unit shall be penalized in her student status or employment status as result of suffering work-related sexual, gender or gender identity harassment. In keeping with this objective the parties agree:

- (i) to co-operate with the aims and purposes of the Centre for Human Rights;
- (ii) to co-operate with the Centre for Human Rights in the development of educational programmes for CUPE 3903 members and contract administrators;
- (iii) to follow the procedures set forth in Article 4.03.4 respecting the separation of parties to a sexual and/or gender harassment dispute.

The employer further agrees:

- (iv) to continue to sponsor educational programmes mounted by the Centre for Human Rights for the University community; and
- (v) to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8.

- 4.03.2 Sexual Harassment shall be defined as:
- (i) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
 - (ii) clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
 - (iii) clearly expressed or implied threat of reprisal, actual reprisal, or the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance; and/or
 - (iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work and/or study.

4.03.3 Gender Harassment shall be defined as repeated, offensive comments and/or actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) or a group and/or cause personal humiliation, on the basis of sexual orientation, gender or gender identity.

4.03.4 Where an employee believes she has been the victim of sexual and/or gender harassment she may, in addition to any other appropriate course of action she wishes to pursue (contacting the Centre for Human Rights, laying a complaint, filing a grievance, etc.), request, through the union or the employer, to discontinue contact with the alleged harasser. Upon receipt of such request, a meeting of the Labour/Management Committee shall be convened within fourteen calendar days. The Committee shall consider such request in light of all of the information available to it. The recommendation of the Committee, including any minority recommendation where applicable, shall be forwarded to the Office of the Assistant Vice-President (HR&ER). Upon receipt of such recommendation(s), the designated officer shall determine whether the relevant parties should be separated. If the decision is to separate the parties, the designated officer shall ensure that the separation is arranged. The designated officer shall, in so far as is practicable, ensure that the complainant-employee and the other party incur no penalty in their employment situation as a result of the separation. The designated officer shall also, where applicable, use her best offices to ensure that neither party incurs a penalty in her student status as a result of the separation. If requested by the complainant-employee and recommended by the Labour/Management Committee, the designated officer shall use her best offices to obtain a waiver of relevant academic regulations including, but not limited to, academic deadlines.

Decisions of the designated officer shall not be grievable except:

- (i) the complainant-employee may grieve a decision not to separate the parties;
- (ii) the complainant-employee or the other party may grieve if she believes that in consequence of the arrangement for separation of the parties she has incurred a penalty in her employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.

The employer and the union agree to treat requests that harassment be discontinued, or requests to discontinue contact, as confidential.

4.03.5 Decisions of the designated officer may be grieved within fourteen days of the receipt of the decision by the employee. Where no decision is made by the designated officer, the employee may grieve per Article 4.03.4 (i) within twenty-eight days of the rendering of the recommendation of the Labour/Management Committee.

4.03.6 The employer shall not use information provided by a complainant-employee respecting sexual and/or gender harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.

4.04 RACIAL AND ETHNIC HARASSMENT

4.04.1 The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language, race, colour, ethnicity, ancestry, place of origin, nationality, and/or religion, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial and ethnic harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in her student status or employment status as a result of suffering work-related racial or ethnic harassment.

In keeping with this objective, the parties agree:

- (i) to co-operate with the aims and purposes of the Centre for Human Rights;
- (ii) to co-operate with the Centre for Human Rights in the development of educational programmes for CUPE 3903 members and contract administrators;
- (iii) to follow the procedures set forth in this article respecting the resolution of a racial/ethnic harassment dispute.

The employer further agrees:

- (iv) to initiate and support educational and research programmes mounted by the Centre for Human Rights for the University community; and
- (v) to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8.

4.04.2 Racial/ethnic harassment shall be defined as:

- (i) offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or
- (ii) offensive physical gestures or abuse; and/or
- (iii) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
- (iv) continued differential treatment in the assignment of duties or responsibilities (subject to Article 12.01.7); and/or
- (v) any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to an individual and/or group(s) on the basis of native language (subject to Article 12.01.7), race, colour, ethnicity, ancestry,

nationality, place of origin, and/or religion by a person(s) who knows or ought reasonably to know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.

4.04.3 Where an employee believes she has been the victim of racial/ethnic harassment, in addition to any other appropriate course of action she wishes to pursue (contacting the Centre for Human Rights, laying a complaint, filing a grievance, etc.), she may:

- (i) request through the union that such harassment be discontinued. Where the union receives such a request, it will notify the appropriate Dean/Principal/Director or designate with a letter which shall read: "Pursuant to Article 4.04.3 (i), the union requests your presence at a meeting to discuss an alleged violation of Article 4." The Dean/ Principal/Director or designate shall convene a meeting with the union within ten working days of receipt of such letter. The purpose of the meeting will be to discuss the evidence adduced and to determine whether it is appropriate for the employer to request the harasser to discontinue the demeaning comments, gestures, exclusion, differential treatment and/or other actions. The Dean/Principal/Director or designate shall notify the union within ten working days of the meeting as to what action she has taken; and/or
- (ii) request, through the union or the employer, to discontinue contact with the alleged harasser. Upon receipt of such request, a meeting of the Joint CUPE 3903 York Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment shall be convened within fourteen calendar days. The Committee shall consider such request in light of all the information available to it. The recommendation of the Committee, including any minority recommendation where applicable, shall be forwarded to the Office of the Assistant Vice-President (HR&ER). Upon receipt of such recommendation(s), the designated officer shall determine whether the relevant parties should be separated.

If the decision is to separate the parties, the designated officer shall ensure that the separation is arranged. The designated officer shall, in so far as is practicable, ensure that the complainant-employee and the other party incur no penalty in their employment situation as a result of the separation. The designated officer shall also, where applicable, use her best offices to ensure that neither party incurs a penalty in her student status as a result of the separation. If requested by the complainant-employee and recommended by the Joint CUPE 3903 York Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment, the designated officer shall use her best offices to obtain a waiver of relevant academic regulations including, but not limited to, academic deadlines.

4.04.4 Decisions of the designated officer shall not be grievable except:

- (i) the complainant-employee may grieve a decision not to separate the parties;
- (ii) the complainant-employee or the other party may grieve if she believes that in consequence of the arrangement for separation of the parties she has incurred a penalty in her employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.

The employer and the union agree to treat requests that harassment be discontinued, or requests to discontinue contact, as confidential.

4.04.5 Decisions of the designated officer may be grieved within fourteen days of the receipt of the decision by the employee. Where no decision is made by the designated officer, the employee may grieve per Article 4.03.10(i) within twenty-eight days of the rendering of the recommendation of the Joint CUPE 3903 York Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment.

4.04.6 The employer shall not use information provided by a complainant-employee respecting Racial/Ethnic Harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.

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 her 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.

4.06 PRINTING AGREEMENT

4.06.1 The union shall prepare the final form of this agreement for approval of the parties prior to printing. The union shall assume responsibility for printing, and distributing to its members and the employer, sufficient copies of the agreed upon final form of this agreement. The parties agree to share equally the costs of printing the agreement.

4.06.2 If the union completes a translation of the collective agreement into French the employer will bear one-half of the union's cost of translating the agreement, to a maximum of \$5000. The employer also agrees to bear one-half of the cost of printing and distributing up to 100 copies of the completed translation of the agreement. The parties agree that the English version of the collective agreement will prevail for all purposes over a translated version of the agreement.

ARTICLE 5 - LABOUR/MANAGEMENT COMMITTEES

5.01 The union and the employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee

consisting of two representatives from each party. The Committee shall function in an advisory capacity only, making recommendations to the union and/or the employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. However, neither the employer nor the union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint chair, and the two persons so designated shall alternate in presiding over meetings. Either chair may call meetings on at least two weeks' notice to the other members of the Committee.

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

The Employment Equity Committee will have access to the non-confidential findings of a census of all members of the bargaining units and graduate students at York University to be conducted by the Employment Equity Office following the ratification of the 2002-2005 collective agreement. The Employment Equity Committee may ask the Institute for Social Research to do specific analyses of data collected in connection with the Employment Equity survey. The employer shall not unreasonably deny the Employment Equity Committee's recommendation for funds to conduct the survey(s).

Effective on ratification of the renewal collective agreement, the Employment Equity Committee will have access to the non-confidential findings of regular surveys of all members of the bargaining units undertaken for the purposes of the Federal Contractors Program.

There are two types of surveys, regular and comprehensive. The first comprehensive surveys will be completed by the end of March 2009. The regular surveys are done on a monthly basis for new hires. The first regular surveys will be carried out in June 2009. The content will include designated employment equity group voluntary self-identification. This information will be correlated with information about salaries, terminations and promotions for purposes of reporting.

The Committee's mandate will further include setting goals and timetables for the elimination of discriminatory practices and systemic barriers to equal opportunity. Issues to be addressed will include: recruitment of employees, selection procedures, job postings, employer required and provided training, salaries and benefits, and working conditions (including accommodation for persons with disabilities).

Within 12 months of the ratification of the renewal collective agreement, qualitative research on departmental hiring practices in relation to recruitment of employees, selection procedures, job postings, employer required and provided training, salaries and benefits, and working conditions will be completed by the Employment Equity Committee.

The Employment Equity Committee shall, within twelve months of first meeting, after the ratification of the renewal collective agreement, develop an Employment

Equity Plan consistent with the Federal Contractors Program for approval by the parties. This plan will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of the following designated groups in bargaining unit employment: aboriginal peoples, persons with disabilities, visible minorities and women. Fair representation will be taken to mean a reflection of the population of these groups in the Greater Toronto area.

The Committee will consist of three representatives of each party and the Director of Recruitment, Workforce Employment Equity or designate as ex officio member. Preference will be given to members from each of the designated groups. 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.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 (i) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement. In the conduct of grievances, the employer shall act reasonably, non-discriminately and in good faith.

(ii) A grievance shall be received within twenty-eight calendar days after the employee(s), or in the case of a policy grievance or union grievance as defined below, the union, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.

6.02 The employer acknowledges the rights and duties of the union officers and stewards to assist employees in preparing and presenting a grievance. The union may form a grievance committee for this purpose.

6.03 STEP ONE: If an employee believes she may have a grievance, she may first submit a grievance to and discuss the matter with her immediate supervisor/department director, accompanied by her steward if she so wishes. The supervisor/departmental head director shall give her reply within five calendar days.

6.04 STEP TWO: The grievance shall be set forth in writing, be signed by the grievor and a union representative and given to the Dean of FGS or designate within fourteen calendar days. The written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Dean of FGS or designate shall convene a meeting to discuss the grievance within ten calendar days of the receipt of the grievance and shall give her reply, in writing, within ten calendar days of that meeting.

6.05 STEP THREE: If the grievance is not resolved at Step Two it shall be submitted to the Office of Academic Employee Relations within seventeen calendar days of the date of the Step Two reply. The Office of Academic Employee Relations or its designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of receipt of the grievance and shall give her reply, in writing, within twenty-one calendar days of that meeting.

6.06 If the grievance is not settled at Step Three, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the Director Office of

Academic Employee Relations within twenty- eight 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 or Arbitration Board.

- 6.07 Subject to Article 6.13, the parties agree to follow the grievance procedure in accordance with the steps, time limits and conditions contained herein. If at any Step the employer's representative fails to give her written answer within the required time limit, the union and the employee may file the grievance at the next Step at the expiration of such time limit. If the employee or the union fails to follow the grievance procedure in accordance with the required steps, time limits and conditions, the grievance shall be deemed withdrawn.
- 6.08 GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step One.
- 6.09 POLICY GRIEVANCE: A policy grievance, defined as involving a question of general application or interpretation of this agreement, may be initiated by the union at Step One subject to the time limits set out in 6.01 above.
- 6.10 UNION GRIEVANCE: The union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the union, and to seek adjustment with the employer in the manner provided for in this article. Such grievances may be initiated at Step One.
- 6.11 If the union notifies the employer in writing of an alleged violation of the collective agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Such notification shall include a detailed statement of the matter in dispute and the specific provision(s) or interpretation of the agreement that allegedly have been violated.
- 6.12 The withdrawal of a grievance at any Step shall be without prejudice to grievances on similar matters if the employer receives written notification of this decision from the union. Settlements by the employer of grievances shall not prejudice the position of the employer or the union with respect to other grievances.
- 6.13 Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.
- 6.14 The parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the grievance(s) shall only be made available on a need to know basis. The parties further agree that a publication of a summary of the grievance(s) in a union newsletter shall not violate the principle of confidentiality.
- 6.15 A grievor has the right to attend her grievance hearing at any step after Step One and not face her supervisor directly in such a hearing.
- 6.16 It is understood by the parties that, in the case of a successful or settled grievance, where the individual does not receive the agreed upon compensation

within thirty days of the sign-off date, said payment will begin to accrue interest at the annualized rate which the University is receiving for its short-term investments at that time. The interest payment will be pro-rated.

- 6.17 Grievances concerning harassment, discrimination, or disability may be initiated at Step Three.
- 6.18 In exceptional circumstances, the union may apply to the Office of the Assistant Vice-President (HR&ER) for expedited processing of a grievance. The Office of the Assistant Vice-President (HR&ER) shall respond to this application within seven calendar days. When it is agreed that circumstances warrant it, the parties can agree to commence the grievance procedure at Step Three. Time limits set out in Article 6.01 above apply after the Union has received the response from the Office of the Assistant Vice-President (HR&ER).

ARTICLE 7 - ARBITRATION

- 7.01 If the union so wishes, grievances shall be heard by a single Arbitrator or by a three person Arbitration Board. If a single Arbitrator is requested by the union, the union shall, in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The employer shall respond within ten working days, either agreeing to the union's proposed single Arbitrator or suggesting alternative Arbitrators. If the employer fails to respond within thirty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union. If the parties cannot agree on an Arbitrator within thirty days, either party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.
- 7.02 The union's request for a Board of Arbitration shall name that party's appointee to the Board of Arbitration. Upon receipt of the notice, the employer shall, within forty-five days, advise the union of the name of its appointee to the Board of Arbitration. If the employer fails to respond within forty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union.
- 7.03 The appointees to the Board of Arbitration shall then meet to decide upon the selection of the chair of the Board. If the parties cannot agree upon the selection of the chair within twenty-one days, either party may request the Minister of Labour for the Province of Ontario to appoint an impartial third member as chair.
- 7.04 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 the chair or single Arbitrator, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the parties. The parties agree to use University facilities at no cost wherever possible.
- 7.05 The Board of Arbitration or single Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the parties have expressly agreed, in writing, to give it or her specific authority to do so or to make an award which has such effect.

- 7.06 Notwithstanding Articles 6.06 and 6.12, both parties agree that if an Arbitrator determines that the union has shown reasonable cause for a violation of time limits, the Arbitrator may hear the grievance.
- 7.07 The Arbitration Board or single Arbitrator shall have the authority to fashion a remedy appropriate in the circumstances to resolve the grievance regardless of the form in which the grievance was filed.
- 7.08 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chair of the Board of Arbitration or single Arbitrator to reconvene to clarify the decision, which she shall do within five days.
- 7.09 Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.

ARTICLE 8 - DISCIPLINE

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.

8.01.2 The employer agrees that an employee shall not be disciplined solely for failure to perform her duties because she is arrested and/or incarcerated provided that the employee notifies her supervisor of the arrest and/or incarceration and the expected duration thereof as soon as possible. Further, it is understood that loss of salary for failure to perform scheduled duties shall not constitute discipline in the context of this article.

8.02.1 PROGRESSIVE DISCIPLINE

The employer accepts and gives effect to the concept of progressive discipline by adopting the procedures set forth below.

8.02.2 The employer may impose discipline only in accordance with the provisions of this article, and any discipline imposed which does not accord with this article shall be null and void.

8.02.3 CONFIDENTIALITY

The fact and substance of disciplinary investigations shall be treated as confidential by the employer and the union. It is a violation of confidentiality for the employer to disclose the fact and/or substance of a disciplinary investigation to people being interviewed as part of that investigation. It is no violation of confidentiality to divulge pertinent information to those necessarily involved in the investigation and the processing of the complaint.

8.03.1 Subject to 8.03.3:

STEP ONE: NOTICE OF MEETING

(i) Prior to any consideration of discipline, the Dean of FGS, or designate, who has received a formal complaint under the University's Procedure for Dealing With Complaints of Harassment or Discrimination or a complaint concerning

the professional performance and/or conduct of an employee which is inappropriate to the employment relationship, including sexual and/or gender or racial and/or ethnic harassment, shall, within twenty-one calendar days of receiving the complaint, notify the employee and the union and schedule a meeting to discuss the subject matter of the complaint informally. (Where there has been a Formal Complaint under the University's Procedures For Dealing With Complaints of Harassment or Discrimination, it is understood that an investigation into such a complaint can require a longer process. It is agreed that any such investigation shall be conducted as expeditiously as possible so as to be completed within 90 calendar days of the initial Step One Meeting, or such longer time as the parties may mutually agree.) Such Notice of Meeting shall be in writing using a letter or letters similar to the form contained in Appendix B and shall contain a brief but clear statement of the allegations which form the basis of the complaint, 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 she may request an alternative meeting time.

(ii) If the complaint is not dismissed or otherwise resolved as a result of the meeting referred to in 8.03.1(i), or where the employee waives explicitly, or implicitly by not attending, her opportunity for such meeting, and the Dean of FGS or designate determines that further action is warranted, she shall send a Letter of Warning to the employee

NOTE: If an employee, who by not attending implicitly waives her opportunity for such meeting, notifies the Chair, Dean, Director or designate as soon as possible of reasonable cause for non attendance, the action shall not apply unless and until the opportunity for a second meeting is provided.

8.03.2 STEP TWO: LETTER OF WARNING

(i) The decision to send a Letter of Warning shall be communicated in writing to the employee within fourteen (14) calendar days of the meeting date or the date scheduled for the meeting. Where a Letter of Warning is sent to an employee, a copy shall be forwarded to the union. It shall also be forwarded to others on a need to know basis.

(ii) The Letter of Warning shall state that discipline may be considered, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the complaint and/or, where the complaint concerns the standard of the employee's work, if the employee fails to bring her work up to a reasonable standard by a given date. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.

(iii) The decision to send a Letter of Warning shall not be construed as discipline and shall not form part of the employee's disciplinary record, and cannot be used against an employee in any decision made with respect to her present or future employment, other than as specified in Article 8.03.1(i) and Article 8.03.4.

8.03.3 Notwithstanding 8.02.1, 8.03.1 and 8.03.2, it is understood that the employer retains the right, in exceptional circumstances, to discipline an employee for just cause without having first issued such a written warning, subject to Articles 6 and 7 and to the procedures outlined below.

8.03.4 It is further understood that the employer is not precluded by this article from relying on and introducing as evidence at any stage of the grievance and arbitration procedure the employee's previous disciplinary record. Any relevant warnings previously issued can only be introduced as evidence that the employee has received Notice as specified in 8.03.1 (ii).

8.04.1 STEP THREE: DISCIPLINE MEETING

Prior to imposing discipline, and within fourteen days of becoming aware of circumstances which, in her opinion, provide prima facie grounds for disciplinary action, the Dean of FGS or designate shall notify the employee and the union in writing of the time and place of a meeting to discuss the matter and shall advise the employee of her right to union representation. Such notice shall contain sufficient information and details of the complaint to enable the employee to make adequate response to the allegations.

8.04.2 NOTIFICATION OF ACTION

The Dean of FGS or designate:

- (i) shall within fourteen days of such meeting advise the employee in writing, with a copy to the union, of her decision, and shall include the reasons for such decision if disciplinary action is to be taken;
- (ii) shall, where the discharge or the suspension without pay of the employee is being considered, delay the imposition of discipline for seven calendar days (pro-rated for the sessions other than fall/winter, but not fewer than three working days), on request from the union and/or the employee.

8.05 It is agreed that the employer has the right in exceptional circumstances to suspend an employee during the period of its consideration of the matter, including the delay in 8.04.2 (ii), and prior to the imposition of any other discipline. In all such cases the suspensions shall be with pay.

8.06 Notwithstanding 8.03.4, any discipline or warning shall not be used against an employee after a period of twenty-four months from the date of the warning or discipline.

8.07 If the employee wishes to grieve her discipline, when the disciplinary action is not a discharge, the grievance may be initiated at Step One. If she wishes to grieve her discharge, it may be initiated directly at Step Two. In either case, the grievance shall be presented within fourteen calendar days of the date of the letter provided for in 8.04.2 (i).

8.08 Any of the time allowances set out in this article may be extended if mutually agreed to in writing by the employer and the union. Such agreement shall not be unreasonably withheld by either party.

ARTICLE 9 - NO STRIKES/NO LOCKOUTS

9.01 The union undertakes there will be no strike and the employer undertakes there will be no lockout so long as this agreement continues to operate. The meaning of the words "strike" and "lockou" shall be as defined in the Ontario Labour Relations Act.

9.02 In the event that any employee of York University, other than those covered by this agreement, engages in a lawful strike and maintains picket lines, employees covered by this Agreement shall not be required to perform work normally done by that employee.

ARTICLE 10 – POSITIONS AND RATES OF PAY

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.

10.02 REMUNERATION FOR GRADUATE ASSISTANTS

Nothing herein is intended to restrict in any way the ability of graduate assistants in the bargaining unit to receive non-employment graduate support (e.g. fellowships, bursaries, awards, scholarships).

(a) From September 1, 2008 to August 31, 2009:

Employees in the bargaining unit will receive \$8,979 (\$5,889 in wages and \$3,090 grant-in-aid) for a 270-hour graduate assistantship, this amount to be pro-rated for graduate assistantships of more or less than 270 hours.

(b) From September 1, 2009 to August 31, 2010

Employees in the bargaining unit will receive \$9,249 (\$6,066 in wages and \$3,183 grant-in-aid) for a 270-hour graduate assistantship, this amount to be pro-rated for graduate assistantships of more or less than 270 hours.

(c) From September 1, 2010 to August 31, 2011

Employees in the bargaining unit will receive \$9,526 (\$6,248 in wages and \$3,278 grant-in-aid) for a 270-hour graduate assistantship, this amount to be pro-rated for graduate assistantships of more or less than 270 hours.

Employees in the bargaining unit will not work more than the number of hours of their GAship and no employee will be required to work more than 40 hours in any 4-week period except with the employee's written agreement. Further, employees in the bargaining unit will not work more than the number of hours of their GAship without the employee's written agreement and the written agreement of the Dean of FGS or his or her designate and any hours worked beyond the number of hours of the employee's GAship will be paid at a pro-rated hourly rate (i.e. the value of a full GAship divided by 270).

10.03 VACATION PAY

All members of the bargaining unit shall be entitled to an additional 4% of wages as vacation pay. Vacation pay shall be calculated, identified separately, and included as part of an employee's regular monthly salary payment.

10.04 RECORD OF EMPLOYMENT

Upon termination of employment, the employer shall issue to the employee a Record of Employment form within five days of the date of the last monthly payment.

10.05 PAYMENT

Remuneration under Article 10.02 shall be paid in equal monthly instalments over the period of the graduate assistantship and a statement of earnings and deductions shall be provided on a monthly basis. When an appointment has not been processed in time to effect payment on the normal payday of the first month, the employer shall make that payment as soon as practicable. An employee may complete a Revenue Canada TD1 form.

10.06 INTEREST ON FEES

Bargaining unit members who elect payment of fees by payroll deduction shall not be charged any fees for this service. Interest on the outstanding balance will not be applied to the accounts of members who apply for and authorize payment by this method, in writing, on the appropriate form, to be completed in the Faculty of Graduate Studies Office by the required deadline.

No member shall have collective agreement payments which are processed through the student account system (with the exception of graduate financial assistance) reduced by an amount owing without the member's written permission. The permission form shall inform the employee that she has the right to consult the union before signing the form.

10.07 GA FINANCIAL ASSISTANCE

Effective September 1, 2008, for the duration of the collective agreement (to August 31, 2011), all members of the bargaining unit who are domestic students shall receive \$590 in the fall and winter terms. For the 2008-2009 fall and winter terms members of the bargaining unit who are international students will receive \$590 per term.

Effective September 1, 2009, for the duration of the collective agreement (to August 31, 2011), all members of the bargaining unit who are international students shall receive \$715 in the fall and winter terms.

The Faculty of Graduate Studies will make best efforts to post the financial assistance to students' accounts within six weeks of the start of the relevant term.

10.08 SUMMER ASSISTANCE

Bargaining Unit members assigned a graduate assistantship in the fall/winter session of 2005-2006 (September 1 to April 30) and who are registered full-time in summer will receive GA summer assistance in the immediately following summer term (May 1 to August 31) of that year in the amount of \$700. This amount will be increased to \$775 for the summer 2007 and to \$850 for the summer 2008.

10.09 BENEFITS

(1) DENTAL PLAN

- (a) The employer shall contribute toward the yearly administration cost and eligible claims under an Administrative Services Only ("ASO") Group Dental Plan for each employee.
- (b) The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of her graduate assistantship. This and any other provisions governing the removal of individuals from the Plan may be modified from time to time by the Labour/Management Committee.

(2) DRUG PLAN

- (a) The employer shall contribute toward the yearly administration cost and claims under an ASO Group Drug Plan for each employee.
- (b) The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of her appointment contract(s).
- (c) All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

(3) VISION CARE PLAN

- (a) The Employer shall contribute toward the yearly administration cost and claims under an ASO Group Vision Care Plan for each employee.
- (b) The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of her appointment contract(s).
- (c) All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

The parties agree that dental, drug, vision care and family benefits will be provided through an ASO Plan administered by the York University Department of Total Compensation (Pension and Benefits).

Information about vision, extended health care and dental benefits can be accessed at the following website:

http://www.yorku.ca/hr/documents/benefits/CUPE_3903_Benefits_Active.pdf

ARTICLE 11 – GENERAL

11.01 RESOURCES FOR PERSONS WITH DISABILITIES

Persons with disabilities, per the York University Occupational Health and Safety Policy, shall be accommodated and have access to the DOHS funds designated for the purchase of special equipment or required resources to assist employees in the performance of their duties on the same basis as other York University employees. The Office of the Disabilities Co-ordination Manager will act as a liaison between the employer and the employee with disabilities on these issues.

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.

- 11.02 Where practicable, upon request to the Office of the Dean FGS, employees who have a mobility impairment will have their work location 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 HEALTH AND SAFETY

- 11.03.1 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, wheel-chair accessibility, clean air in working areas, public and emergency telephones, an efficient and safe escort service, and an adequate security service. 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. The parties agree to ensure that the safety equipment, materials and protective devices provided by the employer are maintained in good condition. 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.
- 11.03.2 The employer shall comply with the Occupational Health and Safety Act. No employee shall be required to act, nor shall she act, in the course of her employment, in a manner which constitutes a health or safety hazard under the Act. The employer shall inform all employees of their rights and obligations under this Act.
- 11.03.3 One bargaining unit employee may be appointed by the union to the CUPE 3903 Joint Health and Safety Committee.
- 11.03.4 The parties agree to carry on frequent and continuing education programmes for employees, providing information and instruction on safety procedures in accordance with WHMIS requirements. Attendance at these programmes shall be on paid work time.
- 11.03.5 The union shall be invited to attend all Health and Safety educational programmes 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 programmes. 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 programmes.
- 11.03.6 The employer and the union are committed to continuing the Joint Health and Safety Committee and the processes currently in effect as referred to and detailed in Article 11.03.7.
- In addition to any other legislative reporting obligations, the Union Co-Chair of the Joint Health and Safety Committee (or designate) shall, at the same time, be notified by email where there has been an accident report filed with the Union.
- 11.03.7 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, programmes 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 programmes 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.

11.04.1 CUPE 3903 BARGAINING TEAM SERVICE

Full-time graduate students who have served on the CUPE 3903 bargaining team may, on the basis of such service, submit petitions for academic extensions for a total of twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Programme Directors and copied directly to the Dean. If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing to the individual with a copy to the union. Such a request shall not be unreasonably denied.

Members of the CUPE 3903 bargaining team who have a conflict between graduate assistant duties and a bargaining meeting with the employer will be able to make up or reschedule the work missed due to bargaining. In the event that making up or rescheduling the work is not possible, members of the CUPE 3903 bargaining team will suffer no loss of remuneration for time spent in a bargaining meeting with the employer.

11.04.2 UNION ACTIVITIES

A bargaining unit employee who is attending the bi-annual National CUPE Convention or the annual Ontario Division CUPE Convention as an official delegate of CUPE 3903 may, where necessary and with one month written notice, request that her immediate supervisor reschedule graduate assistant hours if necessary for the employee to attend the convention, which request will not be unreasonably denied.

11.04.3 EXECUTIVE SERVICE

See Article 15.09.1 of the Unit 1 collective agreement re payments by the employer to the union for executive service for Unit 3

11.04.4 Full time graduate students who have served on the CUPE 3903, CUPE Ontario or CUPE National Executive, or OUWCC Executive for at least six months may, on the basis of such service, submit petitions for academic extensions for a total of eight to twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Programme Directors and copied directly to the Dean. When considering petitions based on service on the Union Executive,

the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing to the individual with a copy to the Union. Such a request shall not be unreasonably denied.

11.04.5 Upon request, the employer also agrees to make reasonable provisions that will permit any member of CUPE 3903 to attend the Annual General Meeting of CUPE 3903 or any meeting of the local which deals with a strike vote or ratification vote. It is understood that the union will use its best efforts to schedule these events at such times so as to cause minimal disruption to graduate assistant duties. It is also understood that the employee will provide as much notice as is both reasonable and practicable.

11.05 DISABILITY/ILLNESS/INJURY LEAVE

Full-time graduate students who have a disability or disabilities may submit petitions for academic extensions for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines. Full-time graduate students who suffer illness or injury may submit petitions for academic extensions for up to a total of twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Programme Directors and copied directly to the Dean. Such petitions shall be kept confidential. When considering these petitions, the Dean shall review medical certification and statements as to the effect of the disability or disabilities, illness or injury upon the progress of the student's work. If for her decision in writing to the individual with a copy to the union. Such a request shall not be unreasonably denied.

11.06 PHOTOCOPYING

The employer shall provide access to a photocopying machine in the Faculty of Graduate Studies, the Faculty of Science and the Faculty of Arts at cost for the copying of the final copy of Master's theses or their equivalent including Major Research Papers and Doctoral dissertations for present and past bargaining unit members who are graduate students at York. The number of copies provided shall be the number demanded by the Faculty of Graduate Studies for the purposes of oral examinations and the number of copies demanded by the Faculty of Graduate Studies for degree requirements.

11.07 KILOMETREAGE ALLOWANCE

When an employee is appointed or assigned duties at a place of work other than the York University campus, the employee shall be reimbursed for those reasonable costs of travel to and from the off-campus place of work which are in excess of the normal costs of travel to and from the employee's principal residence and the York University campus. Automobile expenditures in this regard shall be reimbursed at a rate of \$.45 per kilometre in excess, or whatever kilometreage policy is in effect, whichever is the greater.

11.08 FACILITIES

11.08.1 The employer will ensure that employees are provided with adequate access to and use of available libraries, laboratories, duplicating services, office supplies, computing facilities, audio-visual equipment and any other existing University facilities required for the performance of their graduate assistant responsibilities.

11.08.2 Employees shall provide an email contact address.

11.09 CREDIT FOR ORIGINAL RESEARCH AND CREATIVE OUTPUT

Members are entitled to receive full and proper acknowledgement for their contribution to original research and other creative output in accordance with the Faculty of Graduate Studies Intellectual Property Policy.

11.10 ELECTRONIC MONITORING

No electronic monitoring of employees or their work shall be undertaken unless there is written consent. Such consent shall be subject to withdrawal at any time and must be renewed for each contract year. The employer agrees that employees shall be notified of the purpose of such monitoring and any occasions under which it has occurred.

11.11 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 his/her position. An employee with whom an accommodation is being discussed may have a union representative present during any such discussions.

ARTICLE 12 CORRESPONDENCE

12.01 Except where otherwise provided, official communications in the form of correspondence between the employer and the union shall be sent as follows:

TO THE EMPLOYER: Office of Academic Employee Relations
C26 East Office Building
York University
4700 Keele Street, Toronto, Ontario M3J 1P3

TO THE UNION: The Executive
Canadian Union of Public Employees, Local 3903
104 East Office Building
York University
4700 Keele Street, Toronto, Ontario M3J 1P3

ARTICLE 13 – UNION RIGHTS AND PRIVILEGES

13.01 The employer agrees to provide the union free of charge, except as otherwise specified in this article, with the use of suitable, serviced office space, in a building fully accessible to mobility-impaired persons (i.e. with accessible washrooms, door openers, ramps and/or elevators), with a telephone line, the telephone charges to be borne by the union, and a Telecommunication Device for the Deaf (TDD). The union shall have the use of the internal University postal service for union business, external mailing costs of the union to be borne by the union, and shall be given a University mailing number. The employer shall allow the union to use the University duplicating services, computing facilities, word processing equipment, and audio-visual equipment on the same basis and at the same rates established by the employer for University users. The employer

shall provide the union with suitable meeting rooms as required, free of charge and on the same basis as other voluntary associations within the University. The employer shall provide the union with use of a designated bulletin board in each department/division for the display of union notices, job postings and other union related materials. The employer shall also provide the union with a lighted bulletin board in the area designated by the Office of Student Affairs, adjacent to the East Bear Pit of the Ross Building.

Should one be deemed required, any move from the union's current office space will be subject to the same terms, conditions, and negotiations as those enjoyed by any other bargaining agent. Further, the employer will make best efforts to ensure that any new office space is equal to or better than the current facilities.

ARTICLE 14 INFORMATION

14.01 The employer recognizes the importance of providing accurate and timely information to the union.

14.02 The employer undertakes in consultation with the union to provide the union with information pertinent to the operations of the University and relevant to the bargaining unit, including, but not limited to, the following:

- (i) The electronic transfer, updated by 1 November each year, for current fall/winter assistantships with intermittent updates, as practicable and by July 1 for summer assistantships of a data set of assistantships of bargaining unit members containing the following information for each assistantship:

- payroll number
- name
- address (as contained on the Payroll file)
- telephone number (as available on the Payroll file)
- Email address
- sex
- date of birth (when available)
- faculty
- program
- starting pay date
- ending pay date
- number of hours
- salary paid
- vacation pay additional amount
- whether the member is a visa student

The necessary costs of converting the data set to a format which can be used by the union will be shared by the parties.

- (ii) Information which the employer is obligated to provide by other articles of this agreement.
- (iii) Upon written request from the union, and within a reasonable period of time, additional information pertaining to the operations of the University and relevant to the bargaining unit, and of the sort normally made available to the union, provided that:

- (a) the employer shall not be required to prepare reports or analyses of data not normally prepared in the course of the University's operations or that cannot be provided by the making of minor modifications in reports normally prepared;
 - (b) the employer shall not be required to supply information which is deemed by the employer to be confidential with respect to the employer's formulation of its own position on interpretation or renegotiation of this agreement or subsequent agreements.
- (iv) Further, the employer agrees to provide to the union, within one month of the start of each academic session, a list of available telephone numbers of members of the bargaining unit appointed to that session.

14.03 Any queries relating to the transfer of information or requests for additional information by the union shall be directed to the Data and Statistics Officer, Office of Academic Employee Relations.

ARTICLE 15 – ASSIGNMENTS

15.01 CV
A full-time masters or doctoral student offered a GA position as part of their package of financial support, will be asked to submit a c.v. indicating skills, work experience and research interests. The CV will be used by graduate programme directors together with information provided with the application for admission to assist with placement of the student in a suitable GA assignment.

15.02 WRITTEN NOTICE OF ASSIGNMENT
When a full-time graduate student is hired for a full graduate assistantship, it is understood that she will not be required to work more than an average of ten hours per week over the academic session to a total of not more than 270 hours. If a fractional graduate assistantship is assigned, the work requirements shall be adjusted accordingly.

Once the graduate programme director, normally in conjunction with FGS, has determined the GA assignment, the GA will be notified in writing of the assignment, normally no later than three weeks after the deadline for registration in the relevant term. The notice will include the number of hours, the name of the supervisor and the responsibilities.

Anyone assigned to positions three weeks after the deadline for registration will have GA hours proportionally reduced without any reduction in pay.

The G.A's graduate programme will normally prepare a "Full-Time Graduate Student Personnel Action Form". In order to ensure payment of the employee on the first regular payday of her appointment period PAFS shall normally be forwarded for processing prior to the 20th of the first month of the relevant term.

15.03 TRAINING OR ORIENTATION
Any employer-required training or orientation shall be included in the hours specified in Article 15.02 above and normally shall take place during the period of time that the employee holds the position. Where the employer is requiring that an employee attend training or orientation, the employee will be provided with timely, advance notice.

15.04 CHANGE OF FULL-TIME STATUS AFTER WRITTEN NOTICE OF ASSIGNMENT

In cases where a holder of a GA ceases to have full-time status, the GA will be terminated as of the date of the change of status. Remuneration will be pro-rated according to number of hours worked. Notwithstanding the foregoing, where a holder of a GA changes from full-time to part-time student status after the commencement of her appointment, she may retain her GAship until the end of the term and remuneration will be pro-rated according to the number of hours worked, unless the GA supervisor, FGS and the employee agree in writing that she retain the position until the end of the appointment.

15.05 APPOINTMENT DATES

Appointment dates will normally be effective as of the beginning of the relevant term or terms in which the GA is assigned.

Work may not be assigned beyond the end of the contract; that is, the end of the relevant term, provided that the GA has been available to undertake the assigned GA during the course of the term. The GA and the supervisor may reach an agreement to complete work assigned in a different time frame. Such an arrangement may be made to accommodate the needs of the student e.g. heavy course load, etc. This agreement must be made in writing, signed by both student and supervisor and submitted to the graduate programme director, with a copy sent to the union.

At the beginning of the term of the contract the GA supervisor and the GA will meet to determine the tasks to be undertaken and the schedule for their completion.

Hours of work should not normally exceed those set out in Article 15.02 above. However, if a graduate assistant and a supervisor want to agree to hours of work that exceed those in Article 15.02 any such agreement must be in writing and approved in advance by the Dean of FGS or her designate. Further, if due to exceptional circumstances a graduate assistant becomes aware that the tasks to be undertaken cannot reasonably be accomplished in the established schedule, and/or that such tasks require additional time, she should meet with the supervisor and the graduate programme director and a representative of the union to resolve the issue. An acceptable remedy to the exceptional overwork situation is payment for such additional hours worked, provided that this is approved in advance by the Dean of FGS or her designate

15.06 RESCHEDULING OF ASSIGNMENT

If graduate assistants do not undertake tasks which are assigned in the agreed upon time frame, the supervisor will notify the graduate programme director immediately. The graduate director will meet with the student and the supervisor, and a representative of the union, and a new schedule will be established

15.07 DISSERTATION OR THESIS

Bargaining unit employees will not be required to fulfill their duties during the period of five calendar days immediately prior to a dissertation or thesis (or a major paper equivalent) defence, or a major paper deadline in a graduate course or a comprehensive examination or the equivalent degree requirement in programmes not requiring comprehensive examinations or presentation at academic conferences. It is understood that it is the responsibility of the employee to notify the hiring unit of her intention to exercise this entitlement, and to make up any duties missed during this period.

15.08 TECHNOLOGY

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 on-line 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 on-line 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 she will be assigned different duties or a different graduate assistantship, with no reduction in her remuneration under Article 10.02.

15.09 CHILDCARE

15.09.1 The employer agrees to contribute annually to operating costs of the Student Centre Childcare facility. In each year of the collective agreement, the amount allocated shall be \$37,000. By September 30 of each academic year the employer will allocate \$30,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the 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 \$30,000 to the York Co-operative Day Care 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 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.

15.10 DOSSIER SERVICE

In order to support employees applications for research grants, scholarships and academic or other positions, the employer agrees to establish a Dossier Service for all employees and former employees who are within 24 months of their last CUPE 3903 appointment contract(s).

The Dossier Service shall keep a file for each employee who requests it. To open a file, an employee will be required to register with the Dossier Service and to pay a registration fee of no more than \$20.00.

Only information provided directly by the employee or sent directly to the Dossier Service at the employee's express request will be included in the file. The employee shall have access to all the material in the file with the exception of confidential letters of reference requested as confidential by the employee. At her request, the employee shall be given the names of those persons who have written confidential letters of assessment.

On request, a copy of the file shall be sent to the address specified by the employee. Normally, files will not contain more than 25 pages. The service

charge for each request will be \$2.50 (Canadian destinations) or \$3.00 (foreign destinations). Requests for files exceeding 25 pages may be subject to a surcharge. The employer shall continue to support the Dossier Service at the level necessary to maintain the services offered to CUPE 3903 members.

ARTICLE 16 – LEAVES

16.01 SICK LEAVE

An employee shall be eligible for sick leave if she is prevented, by personal sickness, medical reasons related to her disability, emotional trauma or injury for which Workers Compensation is not payable, from performing her normal assigned duties. To qualify for sick leave the employee must have notified her supervisor as to the expected duration of the sickness or injury and, if requested to do so, provide proof of sickness or injury in the form of an appropriate certificate signed by a legally qualified medical practitioner and acceptable to the Employer. Notifications to supervisors respecting sick leave shall be made available only on a need to know basis; all certifications by medical practitioners respecting sickness or injury shall be confidential. In the case of an extended absence, the employee shall keep her supervisor informed at least weekly of the anticipated date of her return and, prior to that return, she may be required to provide proof, as per above, as to her fitness to resume duties.

16.02 If the employee satisfies the above, she shall suffer no reduction in pay for sick leave of up to a total of six thirty-fifths of the period of her Appointment Contract(s). In the Fall/Winter session, one thirty-fifth equals one week in time off and one week in salary. In all other sessions, one thirty-fifth equals one week in time off, but one thirty-fifth of the salary of the employee's Appointment Contract(s).

16.03 SUPPLEMENTAL BENEFITS

The Employer shall maintain a "Supplemental Unemployment Benefits Plan" pursuant to the *Employment Insurance Act* and Regulations. The Employer shall make amendments as appropriate to ensure that the Plan provides the maximum permissible benefits in conjunction with Article 16.02.

16.04 CONFERENCE LEAVE

Upon written request, supported by a copy of an invitation, an employee shall be granted leave paid at full salary of up to two thirty-fifths of her Appointment Contract(s) to present papers at academic conferences. Such leave shall not be claimed if an authorized exchange of services agreeable to the employee can be arranged.

16.05 EMERGENCY LEAVE

In the event of a bona fide emergency not covered elsewhere in the agreement, an employee shall be granted leave paid at full salary of up to two thirty-fifths of her Appointment Contract(s).

16.06 JURY LEAVE

Upon written request, supported by a copy of the summons, an employee shall be granted leave paid at the rate of her full salary, less what the court pays for the performance of the required duties, to appear for or serve jury duty, provided

that such appearance and/or service actually conflicts with her scheduled duties and provided that upon return to work she shall provide her supervisor with written confirmation of the date(s) and time(s) on which she appeared and/or served, signed by an appropriate official of the Court.

16.07 TRANSEXUAL TRANSITION LEAVE

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical procedure(s) related to a physical change from one gender to another will suffer no reduction in pay for up to eight thirty-fifths of the period of her graduate assistantship.

16.08 PAID MATERNITY LEAVE

Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a female employee shall be entitled to paid maternity leave of up to seventeen-thirty-fifths of the period of her appointment contract(s). Requests for Maternity Leave will be made as soon as practicable, and normally no later than one month before the intended start-date of the leave.

16.09 PAID CARE-GIVER LEAVE

Upon written request, a paid leave of absence of up to twelve thirty-fifths shall be granted to an employee on the occasion of the birth of a child for which s/he is going to accept care-giver responsibility. Where two employees have care-giver responsibility for a new-born child and one is eligible for maternity leave, they may divide the amount of paid maternity and care-giver leave between them.

16.10 PAID ADOPTION LEAVE

Upon written request indicating the expected date of adoption of an infant (i.e. less than five years old at the time of adoption), the employee who has the principal responsibility for the care of that child shall be entitled to a paid adoption leave, coincident with the adoption of that child, of up to twelve thirty-fifths of the period of her appointment contract(s). Where two employees are assuming joint care-giver responsibility for that child, a maximum of eight thirty-fifths of paid adoption leave may be shared between them, in which case the portion claimed by each shall be calculated on the appointment contract(s) that each holds.

16.11 UNION LEAVE

Members of the bargaining unit may request Union Leave without pay in order to serve the union or an affiliated labour body thereof. Such leave may be indefinite and shall not be unreasonably denied. During such an absence, members will continue to accrue applicable prior experience credit for up to 2 years.

16.12 PAID COMPASSIONATE LEAVE

Upon request, an employee shall be granted leave paid at full salary of up to four thirty-fifths of her appointment contract(s) to attend ill member(s) of her immediate family or equivalent, except where the illness is diagnosed as life-threatening or terminal, in which case an employee shall be granted leave paid at full salary of up to six thirty-fifths of her appointment contract(s), and shall be entitled to a leave of absence of up to eight weeks in time including the paid portion of six thirty-fifths.

16.13 BEREAVEMENT LEAVE

Employees who have a death in the immediate family or equivalent will be relieved of duties for a period of time, not to exceed two weeks, to attend to the above.

16.14 CAREGIVER LEAVE – TIME OFF

Upon written request, the natural mother shall be entitled to a leave of up to thirty-five weeks in time off, including the paid portion of leave specified in Article 16.08. Any other employee who has caregiver responsibility for a newborn or adopted infant shall be entitled to a leave of up to twenty weeks in time off, including the paid portion of leave specified in Article 16.09 and 16.10.

16.15 UNION LEAVE

Upon written request, supported by a copy of an invitation, an employee shall be granted paid leave of up to seventeen thirty-fifths of her appointment contract(s) to undertake work for the National Union or the Ontario Division of CUPE. The employer shall receive full financial compensation for lost time and benefits from the National Union or the Ontario division. Requests for Union Leave will be made as soon as practicable and normally no later than two months before the intended start date of leave.

16.16 ACADEMIC CAREGIVER LEAVE

Full and part-time graduate students who are caregivers for a newborn child may submit petitions for academic extensions for up to a total of twelve months beyond Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on providing care for a newborn child, the Dean of Graduate Studies shall take into account the effect of such caregiving upon the progress of the student’s work. If the Dean decides not to grant such a petition, she shall provide a copy to the union. Such a request shall not be unreasonably denied.

16.17 SUPPLEMENTAL BENEFITS

The employer shall maintain a “Supplemental Unemployment Benefits Plan” pursuant to the Employment Insurance Act and Regulations in regard to maternity, parental and adoption leave. The Employer shall make amendments as appropriate to ensure that the Plan provides the maximum permissible benefits in conjunction with Articles 16.08, 16.09 or 16.10.

ARTICLE 17 – DURATION AND MODIFICATION OF AGREEMENT

17.01 This agreement shall continue in force and effect from the date of ratification to August 31, 2011 and shall be renewed automatically thereafter for periods of one year each unless either party notifies the other in writing within the period of ninety days before the agreement ceases to operate that it desires to amend or terminate this agreement. Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed or the right to strike or lock out accrues, whichever first occurs.

ARTICLE 18 – WAYS & MEANS FUND

The employer will pay to the union \$40,245 upon ratification (April 24, 2009), \$42,245 for 2009-2010, effective September 1, 2009 and \$44,245 for 2010-2011,

effective September 1, 2010 towards the union’s Ways & Means Fund, which fund is administered by the union.

ARTICLE 19 – PROFESSIONAL DEVELOPMENT FUND

The Employer agrees to contribute \$65,750 in 2008-2009 and \$100,000 effective September 1, 2009 to the Professional Development Fund.

The purposes, criteria, procedures, eligibility and priorities for distribution of these monies to employees in the bargaining unit shall be established by the Labour/Management Committee. The Director of the Centre for the Support of Teaching shall be invited to participate in the deliberations of the Committee. The monies shall be handled by the Union, in accordance with the decisions of the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee. Any unspent monies shall roll over into the subsequent contract period.

ARTICLE 20 – GA BURSARY FUND

For 2008-2009 the GA Bursary Fund will be \$235,000 and effective September 1, 2009 it will be increased to \$275,000. The first priority in the allocation of monies from this fund is to assist graduate visa students, on the basis of need, with the payment of UHIP premiums. Disbursement of bursary monies will occur on April 30 of the contract year. The terms of eligibility and criteria will be determined by a committee comprised of two members of the union selected by CUPE, one full-time faculty member selected by the employer, and the Dean of Graduate Studies or designate. The committee will also decide upon the distribution of the bursary based upon the terms of eligibility and criteria of the bursary.

ARTICLE 21 – FUND PROTECTION

There will be no diminution in the per employee amount in the funds listed below during the term of this collective agreement as a result of an increase in the number of employees in the bargaining unit as at October 1, 2009 and October 1, 2010. The basis on which growth in the number of employees will be measured is the number of employees as of October 1, 2008. 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. As an example of how this Article will apply, if the per employee amount available is \$10 based on 100 employees as of October 1, 2008 and the number of employees increases to 110 as of October 1, 2009, the fund will be supplemented by \$100 in the second year of the Collective Agreement. If the number of employees is 90 as of October 1, 2010, no supplement will be required and the fund will be \$1000.

Funds:

- Article 15.09.1 and 15.09.2 Childcare Subsidies
- Article 19 – Professional Development Fund
- Article 20 – GA Bursary Fund
- Appendix E UHIP Fund (based on number of international students in the Unit 1 and 3 bargaining units)

In cases where a fund is scheduled to be increased by an amount separate from the application of this Article, the fund protection provisions of the Article will be applied to the fund prior to the scheduled increase. For example, if a fund were scheduled to be increased to \$200 but would otherwise be supplemented by \$10 through the application of the fund protection provisions of this Article, the fund would first be increased by \$10 before the scheduled increase to take the fund to \$210.

ARTICLE 22 – CUPE 3903 BENEFITS FUND

Effective the date of ratification (April 24, 2009) the Employer will provide to CUPE 3903 a total amount of \$55,000 to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement.

Effective September 1, 2009 and September 1, 2010, the Employer will provide to CUPE 3903 a total amount of \$100,000 to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement.

LETTER OF INTENT #1

In the event tuition fee rates for graduate students (except MBA, IMBA, MPA, part-time LLM, MHRM, and MDs) are increased above the currently frozen tuition rates, as announced by the University on September 28, 2005, and/or administrative or ancillary fees are increased the administration ensures that members of the bargaining unit who register full-time and pay fees will not have their compensation eroded by increases to these fees for the term of this collective agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their duly authorized representatives.

on behalf of
YORK UNIVERSITY

Rob Lawson
Barry Miller
Harvey Skinner
Robert Drummond
Asia Weiss

On behalf of
THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3903

Raj Virk
Mohan Mishra
Jason Harman
Amrit Heer
Nishant Upadhyay

APPENDICES

APPENDIX A – THE RIGHT TO REFUSE UNSAFE WORK

The right to refuse unsafe work is guaranteed in the Ontario Occupational Health and Safety Act.

The Act requires that individual workers initiate a work refusal. Section 23 of the Act spells out the procedures you must follow. Note that this is a summary only. Consult the Act for official reference. Copies are available from the CUPE 3903 office and the York Department of Occupational Health and Safety.

1. If you have reason to believe that your health or safety is in danger if you continue to work, inform your work supervisor or department chair immediately. After regular office hours, call Security. Stop work and move to a safe location.
2. If your supervisor agrees that the situation is unsafe, make sure that other workers in the area are also told of the problem and of your action.
3. If your supervisor refuses to correct the problem, inform her/him that you are refusing to work and why. Call the union office at 736-5154. Ask your supervisor to contact Security or call yourself.
4. An investigation involving a supervisor and a person appointed by the union will take place immediately.
5. If the work is deemed unsafe, then the problem must be corrected.
6. If the work is deemed safe and you disagree, tell your supervisor. S/he will then call an inspector from the Ministry of Labour. The inspector will investigate and either instruct you to return to work or order York to make the workplace safe.
7. If you initiate a work refusal or have a question about the situation you find yourself in, contact the union immediately.

APPENDIX B – ARTICLE 8 LETTER

LETTERHEAD

(Date)

Dear

I am writing this letter pursuant to Article 8 of the CUPE 3903 Unit 3 collective agreement to inform you of a [series of] complaint(s) filed with this office respecting your performance and conduct as a graduate assistant in the (Specify) academic session.

The allegations contained in the complaint(s) are summarized as follows:

In accordance with Article 8, I am scheduling a meeting to discuss this matter with you for (Date) 20_____ at (time) a.m./p.m. in room (Number & Building) . If it is not convenient for you to attend at this time, please contact my office immediately at (Telephone #) to arrange an alternative time.

Normally, if you fail to attend such a meeting without reasonable cause, you implicitly waive the opportunity to discuss the substance of the complaint(s).

Should you not attend and if in my judgement further action is warranted, I shall have no option but to proceed without benefit of your input. If you do not plan on attending a meeting to discuss the matter, I would appreciate notice as soon as possible.

You are entitled to have a union representative present at this meeting, and a copy of this letter has been sent to CUPE 3903.

Sincerely

Dean FGS or Designate
c.c. CUPE 3903, 104 East Office

APPENDIX E - UHIP FUND

The employer will establish a fund of up to \$77,000 for the purpose of defraying the cost of UHIP premiums for international students who pay these premiums.

APPENDIX F- TRANSEXUAL FUND

In 2005-2006 a new Transsexual Fund will be established. In each year of the collective agreement \$10,000 will be allocated to this Fund. 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.

APPENDIX G - EQUITY FUND

In 2005-2006 a new Equity Fund will be established. In each year of the collective agreement \$10,000 will be allocated to this Fund to be used as matching funds for a CUPE 3903 Employment Equity Officer. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

APPENDIX H - YORK ATLAS

The parties agree that efforts should be made to have York Atlas updated each term as required, including on-line and voice mail capabilities.

APPENDIX J - GRADUATE ASSISTANT WORKLOAD FORM

GRADUATE ASSISTANTSHIP WORKLOAD FORM

(Per Article 15.02)

(Original to Graduate Assistant, Copy to Assistantship Supervisor and CUPE 3903)

Graduate Assistant _____ Graduate Program _____

Assistantship Supervisor, Faculty, Department _____

Responsibilities:

(may include, but are not limited to, research, administration, clerical, meeting/communication and/or training/orientation)

Number of Hours Assigned _____

Maximum Number of Hours _____

Appointment Start Date _____

Appointment End Date _____

The Graduate Assistant is not authorized to work more than the number of hours assigned above and is not to be required to work more than 40 hours in any four-week period without the Graduate Assistant's written agreement.

Assistantship Supervisor _____ Date

Graduate Assistant _____ Date

Graduate Program Director (or Designate) _____ Date

Mid-Assignment Meeting

(to assess progress and, if necessary, re-allocate hours)

Assistantship Supervisor _____ Date

Graduate Assistant _____ Date

Graduate Program Director (or Designate) _____ Date