

APPENDIX 1 to Schedule B

Yellow highlights indicate new Employer counter proposals as of March 07, 2024.

Green highlights indicate Employer and Union agreed upon language as of March 07, 2024.

ARTICLE 5

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 their reply, in writing, within ten calendar days of that meeting.

6.05

STEP TWO THREE If the grievance is not resolved by the meeting, the grievant may file a grievance with the Dean of FGS or designate within ten calendar days of the meeting.

individual does not receive the agreed upon compensation within thirty days of the offer 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 1. Step

~~impartial third member as Chair~~

- 7.02 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.
- 7.03 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 their specific authority to do so or to make an award which has such effect.
- 7.04 Notwithstanding Articles ~~6.08 and 6.14~~ ~~6.07 and 6.13~~, 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.
- 7.05 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.
- 7.06

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

- (i) the duties, responsibilities and tasks;
- (ii) reasonable qualifications of the position;
- (iii) the number of hours of the GAship;
- (iv) **Wages as per Article 10.02 and Grant In Aid as per Article 10.02;**
- (v) the start and end date of the GAship;
- (vi) application deadline;

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

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

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

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10.08 GA FINANCIAL ASSISTANCE




~~\$1193~~. Starting in the Fall of ~~2016~~ **2022** all employees in the bargaining unit who ~~are~~
~~pay~~ international students **tuition fees** and who in the previous academic year had a
GAship shall receive ~~\$1424~~ **\$1295**

they decided that the effect of the illness, injury, and/or disability or disabilities upon the progress of the student's work was not sufficient to grant the petition, to the individual with a copy to the Union. Such a request shall not be unreasonable. Petitions of fulltime graduate students which are granted shall be granted for full status and petitions of part time students which are granted shall be granted for part status. If a petition for fulltime status is granted the individual will be provided with funding at a level equivalent in value to the GAship which they held in the previous academic year.

ARTICLE 15 - ~~ASSIGNMENTS~~ APPOINTMENTS - (New Employer Counter) November 30, 2023

15.02 ~~WRITTEN NOTICE ASSIGNMENT~~ OFFER OF APPOINTMENT

When a full

Upon written request, a paid leave of absence of up to twelve ~~thirty~~ **fifty** shall be granted to 

~~\$44,245~~ ~~\$77, and each year thereafter~~. Effective September 1, 2014, the Employer will pay to the Union \$59,245 towards the Union's Ways and Means Fund. Effective September 1, 2015, the Employer will pay to the Union \$74,245 for each year of the collective agreement.

~~The Employer will contribute to this fund \$132,072.07 effective September 1, 2020, \$183,514.87 effective September 1, 2021, and \$238,342.09 effective September 1, 2022.~~

Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.

~~In addition, the Employer will commit up to \$10,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer)~~

2023-2026 COLLECTIVE AGREEMENT
LETTER OF UNDERSTANDING
GRADUATE ASSISTANT TRAINING FUND
New Employer Proposal – February 15, 2024

1. In each of the years September 1, 2024 to August 31, 2025 and September 1, 2025 to August 31, 2026 the University will offer a Graduate Assistant Training ("GAT") Fund that will support the incentivization of research at the University and the provision of ~~high~~ quality training opportunities in research for graduate students working with a ~~full~~ faculty member. The ~~amount~~ available in the GAT Fund in each year will be \$80,000. Up to 40 individual allocations ~~to~~ full faculty members who make an application under this fund will be provided per each of the two years noted above, with a value of \$2,000 per allocation.
2. In order to receive GAT Funds a ~~full~~ faculty member must:
 1. Be in receipt of external research funding;
 2. Commit to hiring a Graduate Assistant to have GAT Funds provisionally identified for their use; and
 3. Have executed a contract for a Graduate Assistant to receive the GAT Funds.
3. The University will provide CUPE 3903 Unit 3 with a report on GAT Fund allocations by no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term, commencing on November 1, 2024.
4. The GAT Fund shall be administered by the Faculty of Graduate Studies and the Faculty Relations Office, which have established a non-competitive equitable process for the distribution of the GAT Fund in accordance with the criteria for receiving funds per Paragraph 2 a, b, and c above. The allocation process is as follows:
 - a. An invitation to apply for the GAT Fund will be issued from the Faculty of Graduate Studies ("FGS") to all full-time faculty members with the advice that the GAT Funds ~~will~~ come, first serve.
 - b. Full-time faculty members will be required to complete an application form and submit the form to FGS.
 - c. FGS will review applications for eligibility.
 - d. Successful applicants shall execute a contract for a Graduate Assistant.
 - e. Following the execution of the contract between the successful applicant and the Graduate Assistant, FGS shall transfer funds to the successful applicant.
5. Where a full-time graduate student is hired as a Graduate Assistant using GAT Fund money provided for through this Letter of Agreement this will be deemed to be employment in connection with financial assistance from the University.
6. In each of the years September 1, 2024 to August 31, 2025 and September 1, 2025 to August 31, 2026 the parties may mutually agree to increase the value of each individual allocation (i.e.n

7.

surname given name

Address _____ Postal Code _____

Emergency Contact _____
name relationship telephone (home & bus.)

Social Insurance Number _____ Sex _____ Date of Birth _____
mm dd yy

Bank (Name, Branch & Address) _____

Account# _____

Country of Birth _____ Current Citizenship _____

Work Visa Expiry Date _____

I understand that as a full-time graduate student I am permitted to work no more than an average of ten hours per week.

I confirm the accuracy of the above information and accept the terms of appointment as stated.

Applicant's Signature _____

PLEASE NOTE: FOR FALL/WINTER OFFERS OF APPOINTMENT, INDIVIDUALS WHO DO NOT RETURN THIS SIGNED-BACK OFFER OF APPOINTMENT BY SEPTEMBER 3 FOR PAYROLL PROCESSING MAY NOT BE PAID UNTIL THE OCTOBER 25 PAY DATE.

If you are a person with a disability and wish to discuss workplace accommodation please contact the University's Employee

LETTER OF UNDERSTANDING – EMPLOYER PROPOSAL FEB 02, 2024

BETWEEN:

CUPE 3903 Units 1, 2 and 3

("UNION")

and

YORK UNIVERSITY

("UNIVERSITY")

Re: Paid Adoption Leave

Whereas Paid Adoption Leave is currently provided on the terms set out in the collective agreements¹.

And Whereas, the federal government has proposed amendments to the *Employment Insurance Act (EI Act)* to provide up to 15 weeks of shareable EI adoption benefits.

Now Therefore the parties agree that:

If the legislation passes during the 2023-2026 collective agreement, the University will increase the paid adoption leave in the relevant paid adoption leave article of the collective agreement from twelve thirty-five (12 x 35) hours to fifteen thirty-five (15 x 35) hours for any paid adoption leaves commencing after that date.

¹ Article 17.08 in Units 1 and Unit 2 and Article 16.10 in Unit 3

LETTER OF AGREEMENT – Employer Counter Proposal Feb 15, 2024
Academic Extensions

BETWEEN:

CUPE 3903 Unit 1 and Unit 3

(“UNION”)

and

YORK UNIVERSITY

(“UNIVERSITY”)

Hereafter referred to as “the Parties”

The Faculty of Graduate Studies regulations establish program completion times of 12 terms (4 years) for masters degree requirements and 18 terms (6 years) for doctoral degree requirements. The regulations are premised on a commitment to timely completion.

Petitions constitute a request to waive an academic rule or regulation and under the York University Act, 1965, are within the purview of the appropriate Senate subcommittee. ~~Any~~ graduate student may petition for an extension of the program completion time and fulltime status where an intervening event, in the case of the applicable CUPE 3903 collective agreement provisions ~~executive~~ or Codebased grounds have affected their academic progress. The Parties have met to discuss the exceptional circumstances of approximately 20 ~~full~~ graduate students who have been granted academic extensions of ~~full~~ time status for a second year and note that students in PhD 8 have not normally received Priority Pool entitlement. There is no extension into PhD 9.

The parties agree as follows:

1. For the period from the date of ratification of the relevant 2023-26 CUPE 3903 collective agreements to August 31, 2026, the Parties agree to the process as outlined below:
 - a. The University, in its discretion, will consider funding and employment opportunities in the exceptional circumstances in which a full-time graduate student petitions for and is granted an academic extension of full-time status for a second year for Code-based grounds, or a combination of executive service and Code-based grounds pursuant to the applicable collective agreement provision².
 - b. It is understood that the University must first meet any funding obligations to students in years 1-6 and to those PhD students who are entitled to funding as a result of an approved academic extension into PhD 7.
 - c. Once the above funding obligations have been met, the University may consider from among any remaining assignments including possible Priority Pool entitlement, if applicable, for a full-time graduate student who petitions for and is granted an academic extension of full-time status for a second year as described above.

/ / & C /

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expiration of the relevant 2022~~26~~ collective agreement and shall be removed from the subsequent renewal collective agreement unless renewed by the parties.

York University

CUPE 3903 Unit 1

CUPE 3903 Unit 3

Note: Agreement to collective bargaining proposal above, regarding a Letter of Agreement, is subject to CUPE 3903's withdrawal of the following policy grievances:

- *Union policy grievance dated July 27, 2021, alleging a violation of CUPE 3903 Unit 1 Articles 2, 4, 15.10, and any other relevant articles, the Labour Relations Act, the Ontario Human Rights Code, and any other relevant statutes.*
- *Union policy grievance dated August 16, 2022, alleging a violation of the CUPE 3903 Unit 3 collective agreement Articles 2, 4, 11.06, and any other relevant articles, the Labour Relations Act, the Ontario Human Rights Code, and any other relevant statutes.*