

Without Prejudice or Precedent
Memorandum of Settlement
Prepared by York University
November ~~18~~ 25, 2024

November ~~18~~ 25, 2024
Open for acceptance and signature until 4:30pm November ~~25~~ 26, 2024

IN THE MATTER OF A RENEWAL COLLECTIVE AGREEMENT

B E T W E E N:

YORK UNIVERSITY

(the "Employer")


- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903 Unit 4

(the "Union")

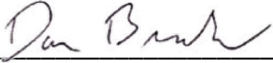
1. The parties agree to bring forward this Memorandum of Settlement for ratification in their respective decision making and voting processes. CUPE 3903 has advised that it will endeavour to complete and report back on the outcome of its ratification process by no later than 11:59 pm on December 2, 2024. The Employer confirms that it will similarly endeavour to complete its ratification process by December 2, 2024.
2. The term of the renewal collective agreement shall be from September 1, 2024, to August 31, 2027, and shall have no retroactive effect whatsoever prior to the date of ratification other than as expressly set out herein.
3. Employees in the bargaining unit as of the date of ratification will receive a lump sum payment, less deductions required by law, in an amount equivalent to the difference between the wages they received from September 1, 2024 up to the date of ratification and what they would have received during the same period of time had the wage rates been increased effective September 1, 2024 by 3.10%. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective Agreement by both parties.
4. The renewal collective agreement shall be in the same form as the predecessor 2021-24 Collective Agreement other than as modified by Schedule "A" and "B" to this Memorandum of Settlement.
5. The final form of the renewal collective agreement is subject to a housekeeping review including, for example, consecutive numbering of all Articles and numerical consistency in references to Articles throughout the collective agreement.
6. This Memorandum of Settlement may be signed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including facsimile or email pdf signatures shall be construed together and shall constitute one and the same agreement.

For the Union:



Dated November 26, 2024

For the Employer:



Dan Bradshaw,
Assistant Vice-President,
Labour Relations

Dated November 25, 2024

Schedule "A" to Memorandum of Settlement for A Renewal Collective Agreement**Proposal Regarding Bill 124 Wage Re-Opener**

1. The University is seeking mutual agreement on any Bill 124 re-opener issues for the 3-year moderation period from September 1, 2021, to August 31, 2024, in the context of negotiations for a multi-year renewal collective agreement on compensation issues from September 1, 2024, onward.
2. CUPE 3903 confirms its agreement that employees in the CUPE 3903 Unit 4 bargaining unit should not receive double compensation or recovery of any nature or kind whatsoever for any alleged losses in compensation that are claimed as arising from or related in any way to Bill 124. Without limiting the generality of the foregoing, this means that if the parties reach agreement on a ratified Memorandum of Settlement for a multi-year renewal collective agreement, CUPE 3903 will reimburse the University for any monies its members receive directly or indirectly from the Ontario government for lost or forgone compensation during the Bill 124 moderation period.
3. Moderation Period Pay Increases:
 - a. Effective September 1, 2021, retroactive increase to Article 13.01 (Rates of Pay) of 1.0%.
 - b. Effective September 1, 2022, retroactive increase to Article 13.01 (Rates of Pay) of 2.0%.
 - c. Effective September 1, 2023, retroactive increase to Article 13.01 (Rates of Pay) of 3.0%.
4. Employees in the bargaining unit at the date of ratification who held appointments during the moderation period, will receive a lump sum payment less applicable deductions required by law calculated based upon the agreed-upon across-the-board retroactive increases to salary and their effective dates. These payments will be effective on the commencement of a pay period following the date of ratification of the renewal collective agreement and made on a regular pay date and date posted to student accounts as expeditiously as practicable following ratification.

After completing payments to current employees, the University will notify former employees who held appointments during the moderation period, by regular mail and email (if available) using the last contact information on file and will provide ninety (90) days for the former employee to provide confirmation of either the banking information on file or other banking information to facilitate a lump-sum payment to them. The Employer will provide the Union with a list of former employees who have not responded within forty-five (45) days of the issuance of the notification. For clarity, it is agreed that any retroactive increases to salary for any year of the moderation period as agreed to by the parties, applies to former and current employees in the bargaining unit.
5. The Letter of Understanding re Wage Reopener on Page 45 of the 2021-24 Collective Agreement shall not form part of the renewal 2024-27 Collective Agreement and shall be removed in its entirety.

Schedule "B" to Memorandum of Settlement for A Renewal Collective Agreement

Proposal Regarding Salary for Renewal Period

1. Article 13.01 (Rates of Pay)

Increase Rates of Pay in Article 13.01 as follows:

- 3.10% effective September 1, 2024;
- 2.85% effective September 1, 2025;
- 2.85% effective September 1, 2026.

Schedule "C" to Memorandum of Settlement for A Renewal Collective Agreement

Other Language Items

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 Employees covered by this collective agreement shall be known as part-time librarians and archivists.

1.03 DEFINITIONS

1.03.1 Definition of Day

Throughout the Collective Agreement "Day(s)" refers to calendar day(s), unless:

- a) The language of the Collective Agreement specifies "Working Days"; or
- b) The day(s) at issue is/are observed as a statutory holiday by the University or the University is otherwise closed, in which case the day(s) shall not count towards any time limit set out in the Collective Agreement.

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 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 (subject to Article 12.02.1), disability or disabilities (subject to Article 12.02.1), Acquired Immune Deficiency Syndrome (AIDS), or AIDS related illness, or AIDS-Related-Complex, or positive immune deficiency test (virus HIV) (subject to Article 12.02.1), political or religious affiliations or orientations, academic affiliations or orientations (subject to the exercise of academic freedom as set out in Article 14.01), record of offences (except where such a record is a reasonable and bona fide ground for discrimination because of the nature of the employment), sexual orientation, transsexual transition status, gender expression, and gender identity, nor by reason of their membership or non-membership or lawful activity or lack of activity in the union, or the exercise of any of the rights under this agreement.

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 their 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 their 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, Equity and Inclusion;
- (ii) to co-operate with the Centre for Human Rights, Equity and Inclusion in the development of educational programs 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 programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community with a view to developing a mandatory program including sexual harassment and sexual assault (sexual violence); and
- (v) to discipline, where appropriate, an employee—~~harasser~~ **respondent** 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 On receipt of a complaint of sexual and/or gender harassment from **or against** an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow **the University Human Rights Policy and Procedures (the "Procedures")**, to address the complaint, **subject to the provisions of the Collective Agreement.**

On a semi-annual basis the Employer will provide the Union with a report of the number of members who have made complaints of sexual and/or gender harassment.

~~Decisions with respect to any remediation shall not be grievable except:~~

- ~~(i) the complainant employee may grieve a decision not to separate the parties;~~
~~(ii) the complainant employee or other party may grieve if they believe that in consequence of the arrangement for separation of the parties they have incurred a penalty in their 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.~~

- 4.03.5 Separation of Complainant and ~~Alleged Harasser~~ **Respondent**

The parties agree that some circumstances involving allegations of discrimination or harassment warrant separation of the complainant and ~~alleged harasser~~ **respondent.**

Decisions with respect to any remediation shall not be grievable except:

- (i) the complainant-employee, may grieve a decision not to separate the parties;
- (ii) the ~~complainant~~ employee, **whether complainant or respondent**, or the other party may grieve if they believe that in consequence of the arrangement for separation of the parties, they have incurred a penalty in their 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.

- 4.03.6 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the **Employer's** decision by the employee.

- 4.03.7 When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Director from the York University Centre for Human Rights (the Centre).

- 4.03.8 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.

~~4.03.8 Separation of Complainant and Alleged Harasser~~

~~The parties agree that some circumstances involving allegations of discrimination or harassment warrant separation of the complainant and alleged harasser:~~

4.03.9 The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. Such an investigation will proceed under the University's Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.

4.03.10 Informal Resolution

If the grievor requests an informal resolution the following steps will be taken:

- (a) The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor and the respondent are members and representatives of the Employer.
- (b) At any point in the process, the grievor may request mediation or a formal investigation.

4.03.11 Mediation

If the grievor requests mediation, the following steps will be taken:

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.
- (c) The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and representatives of the Employer.
- (d) The outcome of the mediation will result in one of the following:
 - (i) No resolution is reached and the grievor decides to withdraw the grievance and take no further action.
 - (ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
 - (iii) No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.

4.03.12 Grievance Response and Redress

Within fourteen (14) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:

- (i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;

- (ii) What redress shall be awarded or continued.

4.03.13 Reprisal

No ~~person~~ **employee** shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.

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 (~~subject to Article 12.01.7~~), 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 their 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, Equity and Inclusion.
- (ii) to co-operate with the Centre for Human Rights, Equity and Inclusion in the development of educational programs 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 programs mounted by the Centre for Human Rights, Equity and Inclusion for the University community; and
- (v) to discipline, where appropriate, an employee-~~harasser~~ **respondent** 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 On receipt of a complaint of racism and/or ethnic harassment from **or against** an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow **the University *Human Rights Policy and Procedures* (the "Procedures")**, to address the complaint, **subject to the provisions of the Collective Agreement.**

On a semi-annual basis the Employer will provide the union with a report of the number of members who have made complaints of racism and/or ethnic harassment.

4.04.4 Separation of Complainant and ~~Alleged Harasser~~ **Respondent**

The parties agree that some circumstances involving allegations of discrimination or harassment shall warrant separation of the complainant and ~~alleged harasser~~ **respondent.**

- 4.04.5 Decisions with respect to any remediation shall not be grievable except:
- (i) the complainant-employee may grieve a decision not to separate the parties;
 - (ii) ~~the complainant-employee~~ **whether complainant or respondent** ~~or the other party~~ may grieve if they believe that in consequence of the arrangement for separation of the parties they have incurred a penalty in their 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.

- 4.04.6 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the **Employer's** decision by the employee.

- 4.04.7 When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Executive Director from the York University Centre for Human Rights, Equity and Inclusion (the Centre).

- 4.04.8 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.

~~4.04.9 Separation of Complainant and Alleged Harasser~~

~~The parties agree that some circumstances involving allegations of discrimination or harassment shall warrant separation of the complainant and alleged harasser.~~

- 4.04.9 The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. Such an investigation will proceed under the University's Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.

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If the grievor requests an informal resolution the following steps will be taken:

- (a) The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor and the respondent are members and representatives of the Employer.
- (b) At any point in the process, the grievor may request mediation or a formal investigation.

4.04.11 Mediation

If the grievor requests mediation, the following steps will be taken:

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.
- (c) The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and representatives of the Employer.
- (d) The outcome of the mediation will result in one of the following:
 - (i) No resolution is reached and the grievor decides to withdraw the grievance and take no further action.
 - (ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
 - (iii) No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.

4.04.12 Grievance Response and Redress

Within fourteen (14) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:

- (i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
- (ii) What redress shall be awarded or continued.

4.04.13 Reprisal

No ~~person~~ **employee** shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.

4.05 UNION MEMBERSHIP AND DUES

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

appointment begins.

- 4.05.2 The employer shall deduct each month from the salary (if any) of each employee a sum equal to the monthly dues and/or assessments as certified to the employer from time to time by the treasurer of the union. The employer shall remit the amount deducted to the treasurer of the union by the end of the month in which deductions were made and at the same time forward a list of names of the persons from whom the deductions were made and their total monthly salary.
- 4.05.3 The union shall indemnify and save the employer harmless from any and all claims which may be made against it by an employee or employees for wrongful amounts deducted resulting from the union's incorrect instructions or lack of instructions.

4.06 PRINTING AGREEMENT

- 4.06.1 The Employer shall prepare the final form of this agreement for approval of the parties prior to printing. The Employer shall assume responsibility for ~~the printing and distributing to all bargaining unit members and the Union,~~ and distribution of the agreed to number of sufficient copies of the agreed upon final form of this agreement. The parties agree to share equally the costs of printing the agreement. The Employer is also responsible for ensuring that members with visual impairments have access to the collective agreement in an appropriate and accessible format.
- 4.06.2 The Union shall be responsible for translating the collective agreement into French and printing sufficient copies of the translated agreement for its bilingual and Francophone members and the employer. The Employer agrees to bear one-half the cost of translating the agreement to a maximum of \$5000. The Employer also agrees to bear one-half the cost of printing and distributing a maximum of 100 copies of the translated agreement.

Where there is any disagreement as to the interpretation of this agreement, the English version shall be binding.

ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES

5.01 Employment Equity Committee

- (a) The Union and the Employer agree to maintain an Employment Equity Committee, which will consist of three representatives of each party (where each "party" refers to CUPE Local 3903 and the Employer), including a senior designate of the Office of the Vice-President Equity, People and Culture and the CUPE 3903 Equity Officer. The Committee may invite additional participants. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. Where possible, Equity Groups identified in Article 5.01.2 may be included among the representatives.
- (b) The Employment Equity Committee's mandate will 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).

- (c) Further to its mandate as set out at Article 5.01(b) above, the Employment Equity Committee in consultation with the parties, will review and make recommendations in respect of the Employment Equity Plan for approval by the Parties. The Employment Equity Plan will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of Equity Groups as defined at 5.01.2(a).
- (d) By March 1 each year the Employment Equity Committee shall report to the Labour Management Committee on its activities and provide any recommendations for the consideration of the Labour Management Committee.
- (e) Pursuant to its mandate, the Employment Equity Committee will have access to the non-confidential findings of Internal Self-identification Representation Data defined in Article 5.01.2(e) below. The Internal Self-Identification Data will be correlated with employment-related information, including number of positions held, position type, and salaries for purposes of reporting to the Employment Equity Committee.
- (f) Pursuant to its mandate, the Employment Equity Committee may have regard to other sources of external data to review representation thresholds, including the General Workforce Population Equity Group Data in Article 5.01.2(d).¹
- (g) Pursuant to its mandate given representation thresholds achieved within the bargaining unit, the Employment Equity Committee may consider whether to recommend to the parties and recommend, as part of its annual review of the Employment Equity Plan, that the parties aim for a higher goal than currently prevails.

¹ The parties acknowledge, solely for the purpose of the deliberations of the Employment Equity Committee, the following current data from reports commissioned by Statistics Canada or from the City of Toronto, provided by the Union, and for the General Workforce Population Equity Groups by Statistics Canada:

for Canada as a whole (and for General Workforce Population Equity Groups):

- a. Women: ~~50.4% (48.2%)~~ **50.6% (48.2%)**
- b. Racialized people: ~~22.3% (21.3%)~~ **26.5% (26.8%)**
- c. Indigenous Peoples: ~~4.0% (4.0%)~~ **5% (4.2%)**
- d. Persons with disabilities: 22% (9.1%)
- e. 2SLGBTQIA+ (Homosexual and Bisexual): ~~3%~~ **4%**

for Toronto (and for General Workplace Population Equity Groups):

- a. Women: 52% (48.7%)
- b. Racialized people: 52% (48.8%)
- c. Indigenous Peoples: 1% (0.8%)
- d. Persons with disabilities: 24.3%
- e. 2SLGBTQIA+: 4-5%

The Employment Equity Committee may obtain additional data particularly with respect to d. and e. above.

- (h) The Employment Equity Committee may review the appointment process set out in Article 12.04 of the Unit 4 collective agreement and make such recommendations to the parties as it considers appropriate.
- (i) All data handled by the Employment Equity Committee will be in accordance with relevant privacy statutes.
- (j) Where issues of interpretation, data or process arise, the parties will review these at the Employment Equity Committee.

5.01.1 Terminology and Pronoun Use

The collective agreement has been amended to reflect 2SLGBTQIA+ throughout.

Throughout the collective agreement, the parties have adopted the pronoun “they” to represent the singular in place of *she* and *he*.

5.01.2 Definitions

(a) Equity Groups

For the purposes of the Collective Agreement, Equity Groups are defined as:

- (i) Federal Contractor Program (FCP) Equity Groups: women, racialized groups (visible minorities) (“racialized”), Indigenous peoples (Aboriginal peoples) (“Indigenous”), and persons with disabilities; and
- (ii) 2SLGBTQIA+

Note: The parties have defined 2SLGBTQIA+ as an Equity Group under the collective agreement and wish to remove any employment barriers and barriers for employees who self-identify as 2SLGBTQIA+. The implementation of 2SLGBTQIA+ as an Equity Group within the Collective Agreement will not interfere with the Employer’s Federal Contractor Program obligations or its collection of Internal Self-Identification Representation Data.

(b) Intersectionality

For the purposes of the Collective Agreement, Intersectionality means the classification of self-identification information for employment equity purposes, considering combinations of two or more of the Equity Groups.²

² As background: Intersectionality is a way of acknowledging that there are multiple interlocking systems of power, privilege, and experiences of systemic discrimination based on race, gender, sexual identification, class, disability, etc. Most people are in multiple social categories and may have lived experiences of multiple forms of systemic discrimination. Intersectional analysis allows the parties to understand variations in the experience of inequality and privilege. An intersectional approach involves the Employer and the Union taking responsibility for workplace equity. This is consistent with the Ontario Human Rights Commission’s approach to analysis that assumes an individual’s experiences are based on multiple identities that can be linked to more than one ground of discrimination.

(c) External Availability Data

For the purposes of the Collective Agreement, External Availability Data refers to the most recent Statistics Canada data for FCP Equity Groups by occupation for Canada as a whole or for Toronto, as the case may be.

(d) General Workforce Population Equity Group Data

The most recent available Statistics Canada data for FCP Equity Groups without regard to occupation for Canada as a whole and for Toronto, as the case may be.

(e) Internal Self-identification Representation Data

For the purposes of the Collective Agreement, Internal Self-identification Representation Data refers to the self-identification data collected via self-identification surveys of current employees conducted by the Office of the Vice-President Equity, People and Culture on a regular basis and applicant self-identification data defined below in (f).

(f) Applicant Self-Identification Data

For the purposes of the Collective Agreement, Applicant Self-Identification Data refers to the data the Employer collects from the self-identification section, that applicants may complete, as part of the application form for part-time Librarian positions.

5.01.3 Use and Reporting of Data

By December 1 of each year, the Employer will provide to the Employment Equity Committee with non-confidential Internal Self-Representation Data as defined at Article 5.01.2 (e) and external availability data as defined at Article 5.01.2 (c).

The Employment Equity Committee may ask for specific analyses in respect of the Internal Self-Identification Representation Data to support its activities. Such requests will not be unreasonably denied, taking into account issues of confidentiality, availability of resources and/or costs that may be involved.

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-discriminatorily 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.
- (iii) Notwithstanding (ii), a grievance respecting an appointment shall be considered if it is received within seventeen **calendar** days of the date on which the grievor is

notified of the appointment.

- 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 **INFORMAL RESOLUTION** ~~STEP ONE~~: If an employee believes they may have a grievance, they may first ~~submit a grievance to and~~ discuss the matter with their **immediate Supervisor/Department head**, accompanied by their steward if they so wish. The supervisor shall **hold this discussion within seven calendar days of the matter being raised by the employee and, following the discussion** give their reply **in writing** within five calendar days.
- 6.04 ~~STEP ONE TWO~~: If the ~~grievance~~ **matter** is not resolved **through informal resolution** ~~at Step One, or where Step One is not exercised~~, it shall be set forth in writing **as a grievance**, be signed by the grievor and a union representative and given to the ~~University Librarian/~~**Dean of Libraries/Law Dean**, or designate ~~immediate within fourteen~~ **the twenty-eight** calendar days ~~period stated at Article 6.01 (ii) and (iii)~~. 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 ~~University Librarian/~~**Dean of Libraries/Law Dean**, 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 at Step ~~One Two~~, **the grievance committee shall submit the grievance to the Executive Director, Faculty Relations within seventeen calendar days of the date of the Step Three reply.** ~~the grievance shall be submitted to the Dean of Libraries/Law Dean, or designate and the Director, Faculty Relations or designate within seventeen calendar days of the date of the Step One reply.~~ The ~~Executive Director, Faculty Relations~~ or their designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of receipt of the grievance and shall give their reply, in writing, within twenty-one calendar days of that meeting.
- 6.06 If the grievance is not settled at ~~Step Three~~ **Step Two**, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the ~~Office of the Executive Director, Faculty Relations~~ **or designate** within twenty- eight calendar days after receipt of the employer's written reply as required in Step ~~Two Three~~ **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 ~~6.14~~**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** ~~Steps One and Two~~ the employer's representative fails to give their 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 fail 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 if the employees are all employed within a single hiring unit or at Step Two if employed in different hiring units, **subject to the time limits set out in 6.01 above** ~~or at Step Three if employed in the University Libraries and the Law Library.~~
- 6.09 POLICY GRIEVANCE: A policy grievance, defined as involving a question of general application or interpretation of this agreement, ~~may~~ **will** be initiated by the union at Step Two ~~or Step Three~~, as appropriate, 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 shall be initiated at Step ~~Three~~ **Two, subject to the time limits set out in 6.01 above.**
- 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 **matters at the informal resolution stage or of** grievances at Steps One and Two 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.
- 6.14.1 In exceptional circumstances, the union may apply to the ~~Office of the Executive Director, Faculty Relations~~ **or designate** 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 ~~Two-Three~~ **Two**. Time limits set out in Article 6.01 above apply after the union has received the response from the ~~Office of the Executive Director, Faculty Relations~~.
- 6.14.2 On application by the union, grievances alleging violations of Article 2.03, 4.01, 4.02, 4.03, 14.01 and grievances submitted pursuant to Article 10.02.6 (iii) of the Unit 1 collective agreement, shall be processed according to the expedited grievance procedure specified in this article.
- 6.15 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.

- 6.16 No bargaining unit member in a supervisory capacity will be required to hear or attend the grievance hearings of another employee. The member in the supervisory capacity shall suffer no penalty in their employment or academic standing for exercising her rights under this article. In no way does this provision relieve the bargaining unit member of any other supervisory duties and responsibilities.
- 6.17 A grievor has the right to attend their grievance hearing at any step after **Informal Resolution** ~~Step One~~ and not face their supervisor directly in such a hearing.
- 6.18 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.
- 6.19 Grievances concerning harassment, discrimination, or disability may be initiated at Step **Two** ~~Three~~.

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.~~
- 7.02** 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 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 they shall do within five days.
- 7.07 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.
- 7.08 The parties agree that a ~~Board of Arbitration or single~~ Arbitrator shall have the authority to resolve any matter referred.

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 their duties because the employee is arrested and/or incarcerated provided that the employee notifies their 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 University Librarian/Law Dean, Department Head or designate, who has received a Formal Complaint under the University's Procedures 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 Draft 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 they 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, their opportunity for such meeting, and the University Librarian/Law Dean, Department Head or designate determines that further action is warranted, they shall send a Letter of Warning to the employee.

NOTE: If an employee, who by not attending implicitly waives their opportunity for such meeting, notifies the University Librarian/Law Dean, Department Head 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 (per 8.03.1 (ii) above) 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 and the Office of the Executive Director, Faculty Relations. 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 **Letter of Warning** ~~complaint~~ concerns the standard of the employee's work, if the employee fails to bring their 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 [taken per 8.03.1(ii)] 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 their 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 **Letter of Warning** ~~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 their opinion, provide prima facie grounds for disciplinary action, the University Librarian/Law Dean or their 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 their 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 University Librarian/Law Dean or designate: (i) shall within four- teen days of such meeting advise the employee in writing, with a copy to the union, of their 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 un- ion and/or the employee.
- 8.05 It is agreed that the employer has the right in exceptional circum- stances 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 their discipline, when the disciplinary action is not a discharge, the grievance may be initiated at Step Three. If an employee they wishes to grieve their discipline or discharge, it may shall be initiated directly at Step Four 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.
- 8.09 (i) No bargaining unit member in a supervisory capacity will invoke the disciplinary provisions of this collective agreement on any other bargaining unit member

employee. The member in a supervisory capacity shall refer all complaints in which discipline may be indicated to their immediate supervisor (e.g., the Department Head). The employer retains the right to interview the member prior to proceeding further.

- (ii) No bargaining unit member in a supervisory capacity shall be required to attend pre-disciplinary (per 8.03.1) or disciplinary (per 8.04.1) hearings.
- (iii) No bargaining unit member in a supervisory capacity shall be held responsible for the act or omission that is the subject of a complaint or discipline, or any consequences deriving there from, of any other employee. This in no way relieves the bargaining unit member of any of their supervisory duties and responsibilities.
- (iv) No bargaining unit member in a supervisory capacity shall suffer any penalty in their employment or academic standing for exercising their rights under this article.

ARTICLE 16 – LEAVES

16.02 ~~PAID PREGNANCY MATERNITY LEAVE~~ **PAID PREGNANCY MATERNITY LEAVE**

Upon written request to the Department Head, University Librarian/Law Dean or designate indicating the expected date of delivery, a ~~pregnant female~~ **pregnant female** employee shall be entitled to ~~pregnancy maternity~~ **pregnancy maternity** leave of up to seventeen thirty-fifths of the period of their Appointment Contract. Requests for ~~Pregnancy Maternity~~ **Pregnancy Maternity** Leave will be made as soon as practicable and normally no later than one month before the intended start-date of the leave.

16.03 ~~PAID CARE-GIVER LEAVE~~ **PAID CARE-GIVER LEAVE**

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

16.04 ~~PAID ADOPTION LEAVE~~ **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~~ **fifteen** thirty-fifths of the period of their Appointment Contract(s). Where ~~more than one~~ **two** employees ~~is~~ **are** assuming joint care-giver responsibility for that child, a maximum of ~~twelve~~ **fifteen** 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.

16.05 ~~CARE-GIVER UNPAID PARENTAL LEAVE – TIME OFF~~ **CARE-GIVER UNPAID PARENTAL LEAVE – TIME OFF**

Upon written request, the ~~pregnant employee natural mother~~ **pregnant employee natural mother** shall be entitled to ~~an unpaid parental~~ **an unpaid parental** leave of up to ~~sixty-one~~ **thirty-five** weeks in time off, ~~in addition to the including the paid portion of~~ **in addition to the** leave specified in Article 16.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to ~~sixty-three~~ **twenty** weeks in time off, including the paid portion of leave specified in Articles 16.07 and 16.08.

16.10 **MATERNITY PREGNANCY LEAVE REPLACEMENTS**

It is understood that in replacing an employee off on maternity/parental leave, the employer shall ensure that any initial replacement posting has the same qualifications as the original posting for the position and the employer shall ensure that any selected candidate meets the posted qualifications. If the position is not filled by way of the initial posting and the employer re-posts the position with lesser qualifications, then the selected re- placement employee will not be able to exercise incumbency achieved by way of the replacement period against the employee on leave

16.11 **SUPPLEMENTAL BENEFITS**

The employer shall maintain a “Supplemental Unemployment Bene- fits Plan” pursuant to the Employment Insurance Act and Regulations in regard to **pregnancy 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 16.06, 16.07 or 16.08.

ARTICLE 17 – FUNDS

17.04 **EQUITY FUND**

The CUPE 3903 Unit 1, Unit 2 and Unit 3 collective agreements establish an Equity Fund as follows:

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. The allocation to this fund will be ~~\$10,400~~ **\$10,406** effective September 1, ~~2020~~ **2023**, ~~\$10,204~~ **\$10,510** effective September 1, ~~2021~~ **2024**, and ~~\$10,303~~ **\$10,615** effective September 1, ~~2022~~ **2025**. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

It is agreed that employees in the bargaining unit may receive sup- port from the above- noted CUPE 3903 Employment Equity Officer.

17.08 SUPPORT FOR RACIALIZED EMPLOYEES

Effective September 1, 2024, and September 1, 2025, the Employer will provide to CUPE 3903 \$25,000 toward the Union’s ongoing support of racialized employees in the bargaining unit who confront and experience race related and/or other intersecting forms of discrimination, harassment, and/or violence.

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

17.09 MENTORING

Effective September 1, 2024, and September 1, 2025, the Employer will provide to CUPE 3903 \$10,000 for the purpose of providing mentorship and professional development opportunities for employees in the CUPE 3903 bargaining units. By September 30, 2025, and September 30, 2026, the Union will provide a report to the Office of Faculty Relations through the Labour/Management Committee indicating the nature and purpose of

disbursements and amounts of money spent in the previous 12-month period.

ARTICLE 20 – DURATION AND MODIFICATION OF AGREEMENT

- 20.01 This agreement shall continue in force and effect from the date of ratification to 31 August 2024~~27~~ 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 lockout accrues, whichever first occurs.