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**MARCH 29, 2015 YORK UNIVERSITY OFFER FOR RECOMMENDED SETTLEMENT ONLY
IN THE MATTER OF COLLECTIVE BARGAINING NEGOTIATIONS FOR A RENEWAL
COLLECTIVE AGREEMENT FOR UNIT 1**

BETWEEN:

**YORK UNIVERSITY
(the "Employer")**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903
(the "Union")**

MEMORANDUM OF SETTLEMENT FOR A RENEWAL COLLECTIVE AGREEMENT – UNIT 1

1. The term of the renewal collective agreement shall be from the date of ratification to August 31, 2017 and shall have no retroactive effect whatsoever other than as expressly set out herein.
2. The Employer commits that in the event that it implements an automated benefit plan enrolment capacity for other employee groups, the University will undertake to implement automated benefit plan enrolment for employees represented by CUPE 3903. Should automated benefits plan enrolment be implemented for employees represented by CUPE 3903, it is expected that employees will continue to be responsible for manually enrolling dependents.
3. Following ratification, the following sentences will be added to offers of admission to a graduate program that include reference to work-related funding:

"Teaching Assistantship work assignments and Graduate Assistantship work assignments are covered under collective agreements between the University and CUPE Local 3903. The collective agreements and links to employment-related benefit information can be found at the following sites: WWW.3903.cupe.ca
fr.info.yorku.ca
4. Following ratification, the Employer and CUPE 3903 will meet to discuss a change in Provider for the existing LTD benefit from RBC to the Provider contracted for other employee groups (currently Sun Life). In the context of a change in Provider, CUPE 3903 and the University further agree to discuss the cost implications of increasing the LTD benefit from the current level to 75% of wages at the approved start of the benefit.
5. The Parties agree to make the discussion of implementing online access to Individual work histories, reviewing the blanket application process, and developing an online job application process a priority on the reconvening of the Joint Labour Management Committee following the ratification of 2014-17 collective agreement.

6. 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.

7. Upon ratification employees in the bargaining unit 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, 2014 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, 2014 by 1.5%.

8. The University and the Union have an outstanding grievance regarding the University's decision to increase tuition for incoming international students starting September 1, 2013 which is currently before an arbitrator. In the context of new Letter of Intent 6 in place of existing Letter of Intent 6 the parties agree to withdraw the grievance and consider all matters relating to the grievance resolved in respect of employees in Unit 1. Such withdrawal of the grievance is without prejudice to the rights of the Union or the University in respect of any other matter and shall not be referred to or relied on in regard to any other case or circumstance.

9. Upon ratification the President and Vice-Chancellor of the University will send a letter in the form attached hereto as Schedule "A".

10. From the date of ratification onward, for the term of the collective agreement, the University commits that there will be no increases in the tuition fees for domestic or international graduate students (except MBA, IMBA, MPA, part-time LLM students, MHRM and MDes).

~~11. In the event that LGBTQ is included as one of the designated employment equity groups under the collective agreement of any other York University employee group, LGBTQ will be added as one of the designated employment equity groups under each of the Unit 1, Unit 2 and Unit 3 collective agreements.~~

Paragraph 11 withdrawn by Employer in context of proposal of new Article 5.03.1 (Employment Equity) March 23, 2015

12. The Parties agree to the Return to Work Protocol attached hereto as Schedule "B"

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13. The bargaining teams of both Parties agree unanimously to recommend the Settlement Offer for ratification in their respective decision making and voting process.

1.a. COVER PAGE

Revise as per date of ratification and term of renewal collective agreement

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Revise as necessary as per terms of renewal collective agreement

1.b. ARTICLE 4.03.1 SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT

Revise Article 4.03.1 as follows:

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 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 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 pursuant to the provisions of Article 8.

1.c. EMPLOYMENT EQUITY COMMITTEE

Add a sentence to the end of existing Article 5.03 (Employment Equity Committee) and add a new Article 5.03.1 as follows:

5.03 ...

The Parties agree to make the definition of underrepresentation and the application of intersectionality data a priority for discussion on the reconvening of the Employment Equity Committee following ratification of the 2014-2017 collective agreement.

5.03.1 No later than 3 months following the ratification of the 2014-17 collective agreement, the Employment Equity Committee will be convened to develop a plan for the inclusion of LGBTQ as an employment equity group under the collective agreement and the CUPE

3903 Employment Equity Plan, taking into account the absence of reliable external and internal representational data. The Plan to include LGBTQ as an employment equity group will be recommended to the Parties and the agreed upon plan will be promptly implemented.

2.a. ARTICLE 10.01

Revise existing Article 10.01 as follows to STET the number of tickets:

10.01.1 The parties recognize that the employer wishes to provide teaching opportunities for full-time graduate students. Such students will normally be employed in tutor 1, tutor 2, tutor 3, tutor 4, tutor 6, tutor 7, or writing instructor positions. However, the employer reserves the right to appoint such students to no more than thirty-five course director positions (not including any course director positions to which full-time graduate students are appointed when there have been no suitably qualified candidates with applicable prior experience in Unit 2 for course director positions originally posted in Unit 2) during any twelve-month period ending 31 August. The employer further reserves the right to appoint such students to up to an additional five positions in the Faculty of Environmental Studies. Further, the employer reserves the right to appoint such students to an as yet undetermined number of additional positions in the Faculty of Education which will be based on the number of "net new" course director positions in the faculty, subject to a process to be worked out between the parties via the Labour/Management Committee. In the event that either the Faculty of Environmental Studies or the Faculty of Education does not use all of their allotted positions, they will not be transferable to, nor can they be borrowed by, other Faculties. In identifying courses to be made available as ticketed course opportunities, hiring units will give first consideration to courses that were not taught by an employee in the Unit 2 bargaining unit in the immediately preceding contract year.

Notwithstanding Article 10.01.2, the employer further reserves the right to appoint such students to additional positions equal to one-third of the number of Research release-time stipends granted each year to holders of SSHRC Research Grants. If a hiring unit has an even number of research release-time stipends in a single year, the ratio shall be achieved by averaging the positions over two or more years.

The Administration will ensure - and verify through report - that released courses are being distributed on the basis of one Unit 1 ticket for each group of two Unit 2 replacement appointments. The courses filled must have been taught in the previous year by a faculty member on release, or by a faculty member now taking on courses of released colleagues, or courses that the faculty member on leave had been scheduled to teach. These Unit 1 tickets shall not exceed the fore noted ratio. The Administration will report as soon as the grants are accepted and again, when the appointments begin.

~~Each Faculty and/or School/Department will develop a documented application process for ticketed Course Director positions which shall be made available to those who want to apply for Course Director Positions.~~

Effective 2015-16 the ticket application process is as follows:

- (i) PhD students wishing to apply for a ticketed course directorship will do so by January 31st using the standard Application for Teaching Assistantship Positions in Appendix F.
- (ii) Applications for ticketed course directorships will additionally include, along with the Application Form in Appendix F:
 - (a) a letter indicating the applicant's interest in teaching a course; how teaching a course fits with the applicant's future career aspirations; the subject matter the applicant is most qualified to teach; and the term or terms in which the applicant would be available to teach the course;
 - (b) a statement from the applicant's supervisor indicating a ticketed course director position at this stage is appropriate and will not negatively affect the applicant's progress in the Program.
 - (c) Units may also require references from one or more course directors for whom the applicant has served as a teaching assistant.
Units may wish to provide additional guidance regarding item (ii)(a) above; such additional guidance will be communicated by the Unit to potential applicants.
- (+)(iii) Programs will identify the potential ticketed course opportunities and will communicate the list of opportunities to applicants by no later than April 1. If the Program will have no ticketed course directorship opportunities, it will advise the applicants by no later than April 1. Applicants may indicate their preference for a specific opportunity by April 15.
- (iv) Applicants will be assessed and ranked on the basis of their applications. Units may optionally include an interview process; if an interview process is included, the interview process and its role in the applicant assessment will be communicated to applicants. In all cases, appointment decisions will be communicated to applicants by May 15.
- (v) Preference will be given to applicants with least prior experience as a ticketed course director. Units may establish their own eligibility criteria with respect to year or years of program and/or progress toward completion; any such criteria will be communicated by the Unit to potential applicants.

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...

10.01.3 Further, no more than three such course director positions (as per 10.01.1 excluding those positions which were originally posted in Unit 2) shall be held in any one hiring unit, except with the agreement of the Labour/Management Committee. The employer shall provide the union with a list of the appointees and the courses to which they are appointed by 31 October of each year and by similarly reasonable dates in other sessions. Included with the list will be a report on the number of applicants and the number of appointees who self identified as a member of one or more of the designated employment equity groups, a copy of which will be provided to the Joint Labour Management Committee.

2.b. ARTICLE 10.03.1 – REMUNERATION FOR TEACHING ASSISTANTS

Revise existing Article 10.03.1 as follows:

10.03.1 REMUNERATION FOR TEACHING ASSISTANTS

...

A teaching assistant shall be paid the base salary at the rates set out in Article 10.04.1 for any teaching assistantships or fractional teaching assistantships beyond the first full teaching assistantship in each twelve-month period. The grant-in-aid applies only to the first full teaching assistantship (or to fractional teaching assistantships to the total of a first full teaching assistantship) as defined in Article 10.02.1 during each 1 September to 31 August twelve-month period. In the case of a fractional teaching assistantship, the value of the grant-in-aid need not be paid to computer centre advisors unless the position is being used to fulfil the employer's priority pool obligations to the individual. For the purposes of this article, a full-time graduate student is as defined in the Faculty of Graduate Studies calendar.

Individuals who are:

1.
in the priority pool;
2.
hold a summer half teaching assistantship
- 3.

and can reasonably expect to be offered a teaching assistantship in the f/w academic session can elect to bank the summer portion of their salary supplement and grant-in-aid and receive them in the subsequent fall/winter academic session.

For a fuller explanation of how teaching assistant pay is configured refer to Appendix G: "Remuneration for Teaching Assistants"

10.03.2 (a) For Employment Insurance purposes only a course director for a 6 credit course will be deemed to have worked 535 hours. Other assignments will be pro-rated.

(b) The rate of a course directorship will be substituted for the rate of a teaching assistantship including Grant-in-Aid (GIA) for the purpose of satisfying the additional guaranteed funding for Priority Pool Members specified in the Letter of Agreement: Additional Funding for Priority Pool Members. For clarity, if the rate of a teaching assistantship including GIA is \$14,000 and the rate of a course directorship is \$16,000, the additional guaranteed funding for Priority Pool members set out in the Letter of Agreement will be in addition to the course directorship rate and not in addition to the teaching assistantship rate such that if the total amount based on the teaching assistantship rate is \$20,000 the total amount for Priority Pool members with a course directorship will be \$22,000.

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3. ARTICLE 10.04.1 SALARY RATES

For September 1, 2014 increase the September 1, 2013 rates by 1.5% ATB, for September 1,

2015 increase those rates by 1.5% ATB, and then for September 1, 2016 increase those rates by 1.5% ATB.

4. ARTICLE 10.05 – TECHNOLOGY AND INSTRUCTION

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Stat Article 10.05

5.a. ARTICLE 10.12 – GRADUATE FINANCIAL ASSISTANCE

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Revise Article 10.12 to increase the Graduate Financial Assistance rates in each of the three years of the 2014-2017 collective agreement as follows:

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10.12 – GRADUATE FINANCIAL ASSISTANCE

~~All members of the bargaining unit who are visa students shall receive for each term in which they are registered full-time and pay fees \$715 per term. Beginning in the Summer of 2012 this amount will increase from \$715 per term to \$745 per term and beginning September 2012 this amount will increase to \$775 per term. Beginning in the Summer of 2012 visa students in the second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full-time and pay fees \$865 per term. Beginning in the Fall of 2012 visa students in the second year of the priority pool or a later year in the priority pool will receive in each term for which they are registered and pay fees \$925 per term. All other members of the bargaining unit shall receive for each term in which they are registered full-time and pay fees \$690 per term. Beginning in the Summer of 2012 all other members of the bargaining unit in the second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full-time and pay fees \$710 per term. Beginning in the Fall of 2012 all other members of the bargaining unit in the second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full-time and pay fees \$740.~~

Beginning in the Fall of 2012 all members of the bargaining unit who are visa students shall receive for each term in which they are registered full-time and pay fees \$775 per term. Beginning in the Fall of 2014 this amount will increase from \$775 per term to \$875 per term; beginning September 1, 2015 this amount will increase to \$1085 per term. Beginning in the Fall of 2012 visa students in the second year of the priority pool or a later year in the priority pool will receive in each term for which they are registered and pay fees \$925 per term. Beginning in the Fall of 2014 this amount will increase from \$925 per term to \$1025 per term; beginning September 1, 2015 this amount will increase to \$1295 per term.

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All other members of the bargaining unit shall receive for each term in which they are registered full-time and pay fees \$590 per term. Beginning in the Fall of 2014 this amount will increase from \$590 per term to \$610 per term; beginning September 1, 2015 this amount will increase to \$630 per term; and beginning September 1, 2016 this amount will increase to \$649 per term. Beginning in the Fall of 2012 all other members of the bargaining unit in the second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full-time and pay fees \$740. Beginning in the Fall of 2014 this amount will increase from \$740 per term to \$765 per term; beginning September 1, 2015 this amount will increase to \$790 per term; and beginning September 1, 2016 this amount will increase to \$814 per term.

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The Faculty of Graduate Studies will make best efforts to post the monies to the students'

accounts by November 1 for the fall term, March 1 for the winter term and July 1 for the summer term.

5.b. ARTICLES 10.14, 10.16, 10.17 (BENEFITS)

Revise Articles 10.14, 10.16 and 10.17 as follows:

10.14 DENTAL PLAN

10.14.1

The Employer shall contribute toward the yearly administration cost and eligible claims under an Administrative Services Only ("ASO") Group Dental Plan for each employee.

10.14.2

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). Effective September 1, 2015, the Employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of her Appointment Contract(s). 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.

10.16 DRUG PLAN

10.16.1 The employer shall contribute toward the yearly administration cost and claims under an ASO Group Drug Plan for each employee.

10.16.2 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). Effective September 1, 2015 the employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of her Appointment Contract(s).

10.16.3 All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

10.17 VISION CARE PLAN

10.17.1 The employer shall contribute toward the yearly administration cost and claims under an ASO Group Vision Care Plan for each employee.

10.17.2 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). Effective September 1, 2015, the employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of her Appointment Contract(s).

10.17.3 All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

5.b. ARTICLE 10.19 8 MONTH BENEFIT COVERAGE IN LIMITED CIRCUMSTANCES

Revise Article 10.19 as follows:

10.19 8 MONTH BENEFIT COVERAGE IN LIMITED CIRCUMSTANCES

For employees in the priority pool other than PhD 6 whose employment is in one term only such that there will be a gap of no more than eight months before their next Unit 1 appointment, they will have Dental, Drug and Vision benefits coverage extended for up to eight months rather than four months. As an administrative matter, any claims after the first ~~four~~five months and before the end of the eight months would not be submitted until the employee returns to work and eligible claims would be promptly paid thereafter.

6. ARTICLE 11 – POSTINGS

Revise existing Article 11.01.3 as follows:

11.01.3 ~~Positions shall be posted and archived electronically by the hiring unit in a location accessible to employees and the union, on one of its bulletin boards with a copy to the union, corresponding hiring units, the Faculty of Graduate Studies and all relevant Graduate Programs within the University where, immediately upon receipt, the positions shall be posted. Each hiring unit will number its postings sequentially as a given number within a series. Hiring units will continue to maintain a bulletin board for information directed to employees in the bargaining unit.~~

7. Article 12.03.2

Revise existing Article 12.03.2 as follows:

12.03.2 Ph.D. students who have disabilities and who have not completed their academic requirements shall gain an additional year of priority pool entitlement. (See also Article 15.10.) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15.10.

8. ARTICLE 13.07 – STUDENT EVALUATIONS

Stet Article 13.07

9.a. ARTICLE 15.04.1 – AUTHORIZED REPLACEMENT

For September 1, 2014 increase the September 1, 2013 rates by 1.5% ATB, for September 1, 2015 increase those rates by 1.5% ATB, and then for September 1, 2016 increase those rates by 1.5% ATB.

9.b. ARTICLES 15.12.2, 15.12.3 – CHILD CARE

For 2014-15, amend existing Articles 15.13.2 and 15.13.3 to add a one-time amount of \$10,000

in addition to the existing amount of "\$40,000."

Effective September 1, 2015 onward, add a new Article 15.13.4 Childcare Fund and renumber the balance of the Article:

15.13.4 – Child Care Fund

A Child Care Fund in the amount of \$200,000 will be made available in each of 2015-16 and 2016-17. The administration of the Fund will be referred to the Joint Labour Management Committee.

10. (a) 15.14 – GRADUATE STUDENT BURSARY FUND

Stet Article 15.14

(b) ARTICLE 15.21 – TRANS FUND

Revise Article 15.21 to read as follows:

15.21 – TRANS FUND

Effective September 1, 2011 the \$10,000 allocated to this Fund will be increased to \$20,000. ~~Effective September 1, 2014 \$30,000 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.~~

Agreed

11. ARTICLE 15.24 - FUND PROTECTION

Revise first paragraph of existing Article 15.24 as follows:

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, ~~2012-2014, and October 1, 2013~~ 2015 and October 1, 2016. Growth in the number of employees will be measured on the basis of a two-collective agreement lag using October 1st as the date; ~~for the 2014-17 collective agreement, growth in the number of employees will therefore be measured on the basis on which growth in the number of employees will be measured is of~~ 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, 2012, the fund will be supplemented by \$100 in the 2011-12 year of the Collective Agreement. If the number of employees is 90 as of October 1, 2013, no supplement will be required and the fund will be \$1000.

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12. 15.26 – CUPE 3903 BENEFITS FUND

Revise Article 15.26 as follows.

15.26 – CUPE Benefits Fund

Effective September 1, 2011 the Employer will provide to CUPE 3903 the 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. Effective September 1, 2012 increase the total amount to \$150,000. Effective September 1, 2014, the total amount will be increased to \$170,000, and effective September 1, 2015, the total amount will be increased to \$180,000 per contract year.

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13. ARTICLE 19 – DURATION AND MODIFICATION OF AGREEMENT

Revise 19.01 as per term of renewal collective agreement:

19.01 This agreement shall continue in force and effect from the date of ratification to 31 August ~~2014~~ 2017 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.

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14. ARTICLE 20 – WAYS & MEANS FUND

Revise Article 20 as follows:

20 – WAYS & MEANS FUND

20.01 The employer will pay to the union \$40,245 upon ratification, \$42,245 for 2009-2010 and \$44,245 for 2010-2011 towards the union's Ways and Means Fund, which fund is administered by the Union. 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.

In addition, \$10,000 will be allocated to the Fund each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer).

15.a. LETTER OF INTENT 6 (TUITION OFFSET)

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Replace existing Letter of Intent 6 with a new Letter of Intent 6 as follows:

6. ~~In the event the tuition fee rates for graduate students (except MBA, IMBA, MPA, part-time LLM students, MHRM and MDes) are increased above the currently frozen tuition rates, as announced by the University on September 28, 2006 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.

Effective September 1, 2014, in the event that graduate tuition fees (except MBA, IMBA, MPA, part-time LLM students, MHRM and MDes and other professional programs as may be approved) and/or administrative or ancillary fees are increased above the Board of Governors approved rates for domestic and visa students as of September 1, 2012, any employees in the bargaining unit who are registered full time and pay the higher fees will receive funding in an amount equivalent to the tuition increase in order that their net income from salary, including negotiated salary increases, is not offset by the tuition and/or administrative/ancillary fee increase. Such funding may include increases in Graduate Financial Assistance or other sources that do not require the performance of work in exchange for the additional funding. Such funding will not include any needs-based bursaries.

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15.b. LETTER OF INTENT 11 – OFFSET

Revise existing Letter of Intent 11 as follows:

11. OFFSET

The parties agree that any across-the-board increase in the salary/wage rates or increases in the Graduate Financial Assistance rates negotiated by the parties shall not be offset by a decrease in monies from other sources in subsequent sessions in defining annual minimum funding levels for individual graduate students, all other things being equal. The parties agree that the monetary value of any increase in the salary/wage rates negotiated by the parties shall represent an increase in the annual minimum funding levels for individual graduate students. This is not intended to guarantee previous levels of actual funding for individual graduate students year-over-year.

As an illustration, a graduate student is awarded a minimum funding level for a given year of \$20,000, and the wage/salary component is \$10,000 in that year. If the negotiated wage/salary increase for the next year is 2%, then the value of the negotiated wage/salary rate increase would be \$200 and the minimum funding level in the next year would become \$20,200. Any increase in Graduate Financial Assistance would similarly be in addition to the \$20,000.

If an employee raises a concern about the application of the above provisions the parties will meet promptly to discuss the issue and endeavour to resolve it if necessary.

16. LETTER OF AGREEMENT: ADDITIONAL FUNDING FOR PRIORITY POOL MEMBERS

Revise A(iv)(b) of Letter of Agreement: Additional Funding for Priority Pool Members as follows:

**LETTER OF AGREEMENT:
ADDITIONAL FUNDING FOR PRIORITY POOL MEMBERS**

- ...
- A. All members of the Priority Pool who are eligible shall be informed by September 15 whether they will be offered TA, GA, RA activity for the fall, or that the funding under the minimum

guarantee will be offered in the winter or summer terms:

- ...
- (iv) a) Scholarships and Research Assistantships do not require the performance of tasks.
 - b) The priority in the allocation of GA funds is to provide financial support to graduate students. For the minimum amount of funding – ~~\$5000~~\$5125 in 2008-09, ~~2009-10 and 2010-11~~2014-2015, \$5253 in 2015-2016 and \$5384 in 2016-2017 – a graduate student cannot be required to work in the performance of tasks for more than a total of 135 hours. For clarity, GAships for the purpose of satisfying the Minimum Guarantee are subject to the same requirements regarding meetings of the supervisor and employee to discuss assigned duties and responsibilities as set out in Article 10.01 (Hours of Work) of the Unit 3 collective agreement.

By no later than September 1, 2016 except as otherwise provided in the Collective Agreement all GAships for the purpose of satisfying the Minimum Guarantee (\$~~5000~~5125, \$5253, \$5384) shall be electronically posted by the hiring unit on a site accessible to employees and the Union. The following posting deadlines shall apply other than in exceptional circumstances (e.g., circumstances in which a position has not been identified in time to meet the applicable posting deadline):
August 1st for positions scheduled to begin in September; December 1st for positions scheduled to begin in January; and April 1st for positions scheduled to begin in May.

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GAship postings shall be clearly labelled as Unit 1 and shall identify, to the extent possible:

- (i) the duties, responsibilities and tasks;
- (ii) reasonable qualifications of the position;
- (iii) the number of hours of the graduate assistantship;
- (iv) the start and end date of the GAship;
- (v) application process and application deadline;
- (vi) information and documents, e.g., an up-to-date CV, required for application

Postings shall indicate that priority in the assignment of the position will be given to applicants for whom the position will satisfy the Minimum Guarantee.

Hiring Units will make available a common application form or template (hard copy or electronic); in the absence of a unit-designed template or form, the model form in Appendix X shall be used.

17. APPENDIX "B" – TEACHING ASSISTANTSHIP – OFFER OF APPOINTMENT YORK UNIVERSITY

Revise the following paragraph of existing Appendix "B" as follows:

Proposal withdrawn - STET

18. APPENDIX F – APPLICATION FOR A TEACHING ASSISTANTSHIP POSITION

Revise existing Appendix F as follows:

APPENDIX F
APPLICATION FOR A TEACHING ASSISTANTSHIP POSITION
YORK UNIVERSITY
UNIT 1

(If you are registered at York as a full-time graduate student)

NAME _____ TELEPHONE _____
surname given name

ADDRESS _____ POSTAL CODE _____
street city

SUMMER ADDRESS _____

SUMMER PHONE _____

EMAIL ADDRESS _____

SOCIAL INSURANCE NUMBER _____

DATE OF APPLICATION _____

STUDENT NUMBER _____

TYPE OF TEACHING ASSISTANTSHIP APPLICATION: Blanket/Specific (circle one)

Please check "yes" or "no" if you wish to be considered for a ticketed course directorship:

YES NO

If you are applying for a ticketed course directorship, the required application information described in Article 10.01.1 and any additional information required by the Unit must be attached to this application form.

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Faculty _____ Department/Division _____

Note that a blanket application, to be considered, must be submitted between November 15 and January 31 (or by the next business day if January 31 falls on a week-end) and shall apply to all positions in the hiring unit for academic sessions that commence during the twelve months following January 31. Any application after January 31 is specific to the position or positions listed below.

If you have any questions about how to fill in this application, please call the CUPE 3903 office at 416/736-5154.

TEACHING ASSISTANTSHIP COURSES/POSITIONS REQUESTED (to be filled out even if you wish to be considered for a ticketed course directorship):

(Even if this is a blanket application, 1. _____

please specify the position(s), course and title, and academic session in which you are most interested.)
2. _____
3. _____

PRESENT COURSE OF STUDY: Graduate Program

_____ Masters _____ Ph.D. ____/____/____ Year of Study _____
Entry Date *1st, 2nd etc.*

Graduate Supervisor _____

If applying for summer employment, are you a visa student? ____

PRIORITY POOL STATUS:

Number of years (including current year) a full-time Ph.D. candidate _____

TA assignments held at York while: a Masters candidate _____

PREVIOUS TEACHING ASSISTANTSHIPS AT YORK:

Including any currently held.

Faculty/Course #/Title (e.g Arts/HIST2510/Canadian History)	Year e.g. 1992-93	Study Level (e.g. Ph.D., I)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EDUCATION: Begin with current.

Degree & Discipline University Date Completed/In Progress

1. _____
2. _____
3. _____
4. _____

TITLES OF COMPLETED, OR IN PROGRESS, HONOUR, MASTERS AND/OR PH.D. THESES:

PUBLICATIONS: Give authors, titles and journal references.

CURRENT RESEARCH:

RELEVANT GRADUATE LEVEL COURSE WORK:

RELATED WORK OR ACADEMIC EXPERIENCE:

Employment Equity (completion of this section is voluntary):

The information below is important for the CUPE 3903 Joint Employment Equity Committee. A high response rate is critical to the ongoing development of the CUPE 3903 Employment Equity Plan. We ask that you please self-identify by checking one or more of the boxes below and submit it to the departmental administrative assistant. Please note that in order for this information to be useful we need you to include your Employee Number.

Visible Minorities Aboriginal People Persons with Disabilities Women

Employee Number _____

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

<http://www.yorku.ca/hr/units/employeerelations/ewb.html>

RECEIPT OF APPLICATION
from
YORK UNIVERSITY

DATE: _____

FACULTY: _____ DEPARTMENT/DIVISION: _____

This is to acknowledge receipt of _____'s blanket/specific
(circle one) application form. Please note that the blanket application applies to all positions in this Unit for all
academic sessions which commence during the twelve months following January 31.

Signed _____

19. APPENDIX G – REMUNERATION FOR GRADUATE STUDENTS

Revise Appendix G on the basis of new 2014-2015 rates.

14. All outstanding proposals are withdrawn.

SIGNED at Toronto this 7th-29th day of March, 2015

FOR THE EMPLOYER

FOR THE UNION

Per: Barbara Crow

Per: Nawal Brixer

Per: Barry Miller

Per: Rob Lawson

Per: Najwa Eidda

Per: Niloofer Golkar

Per: Alex Hunsberger

Per: Raj Virk

Per: Mohan Mishra

SCHEDULE A

LETTER FROM THE PRESIDENT AND VICE-CHANCELLOR, VICE-PRESIDENT ACADEMIC AND
PROVOST AND VICE PRESIDENT FINANCE AND ADMINISTRATION

Lucas McCann, President, York University Graduate Students' Association
325 Student Centre, York University

Faiz Ahmed, Chairperson, CUPE 3903
143 Atkinson Building, York University

Dear Mr. McCann and Mr. Ahmed:

We are writing to invite you and the organizations you represent to join us in an exercise to advocate with the Provincial Government to provide Ontario universities with funding for international students. This exercise will complement the many other efforts that York University is undertaking with the Government and representatives of other Ontario universities.

As a first step of this exercise, we would like to convene a meeting with you to discuss how best to coordinate our advocacy efforts on this important matter. To this end, the President's Office will assist in making arrangements for the meeting.

Sincerely,

Mamdouh Shoukri
President and Vice Chancellor

Rhonda Lenton
Vice President Academic and Provost

Gary Brewer
Vice President Finance and Administration

"SCHEDULE B"

YORK UNIVERSITY AND CUPE 3903 UNIT 1 RETURN TO WORK PROTOCOL

1. There will be no discrimination, reprisals or penalties of any kind against any bargaining unit 1 employees (hereafter "employees") by CUPE 3903 in connection with the strike, including the decision of an employee not to participate in strike activity.
2. The Employer will not discipline, discriminate, or take reprisals of any kind against any employees for participation in the strike.
3. Employees will assist as required to facilitate completing courses on the basis set out in the "Institutional Remediation Guidelines for Senate Executive Committee," the March 16, 2015 Communication from the Executive Committee of Senate and the Senate Policy on the Academic Implications of Disruptions or Cessations of University Business Due to Labour Disputes or Other Causes, or such further communications as the Executive Committee of Senate may issue.
4. The strike commenced on Tuesday, March 3, 2015. Striking employees will receive compensation for work performed up to March 2, 2015, the day before the

strike started, in their regular pay on March 25th.

5. Consistent with the "Institutional Remediation Guidelines for Senate Executive Committee" and the March 16, 2015 Communication from the Executive Committee of Senate referred to in paragraph 3 above:

(a) Academic terms underway were in the 43rd teaching day of what was initially a 72 teaching day term on March 2, 2015 – the day before the strike started.

(b) To date Senate Executive has reduced from 72 to 66 the teaching days for academic terms underway when the strike started.

6. Employees will return to work on the day on the first business day immediately following ratification of the 2014-17 collective agreement. Employees in the bargaining unit who return to work and act in accordance with paragraph 3 above, will receive pay for work related to completing courses in accordance with paragraph 3 above. The amounts paid will provide for 100% of the total payments for the Winter 2015 Term. The payments will be made on the regular April 25, 2015 pay date, or as soon thereafter as the necessary payroll system adjustments can be prepared.

7. Upon return to work, course supervisors shall call a meeting to discuss employee workload for the remainder of the term in the context of the already completed TA Workload Form – Assignment of Duties to Teaching Assistants (Appendix A of the collective agreement), making any required adjustments within the allotted hours of the assignment.

8. The Employer will not charge interest on tuition payments incurred as a result of payments missed during the strike.

9. Any dispute regarding the interpretation of this protocol shall be referred to the grievance procedures provided in the collective agreement, beginning with step 4.