

APRIL 1, 2016 WITHOUT PREJUDICE SETTLEMENT OFFER

IN THE MATTER OF A GRIEVANCE ARBITRATION
BEFORE ARBITRATOR LARRY STEINBERG

B E T W E E N :

YORK UNIVERSITY
(the “University”)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3903, UNITS 1 AND 3
(the “Union”)

Re: June 1, 2016 Tuition Offset Grievance (the “Grievance”)

MEMORANDUM OF SETTLEMENT

WHEREAS in negotiations for renewal collective agreements the parties agreed to amended versions of a Letter of Intent: Tuition Offset (the “Letter of Intent”) which Letter of Intent provided that employees who were new incoming international students in 2013-14 and 2014-15 and at the start of the 2015-16 academic year would be eligible to receive a tuition offset in respect of increased tuition and ancillary/administrative fees for international students above the 2012-2013 rates;

AND WHEREAS the tuition offset was in an amount of \$1,453.95 for master’s programs and \$628.95 for doctoral programs for new incoming international graduate students in 2013-14 and in an amount up to \$ 7,534.62 for master’s programs and \$6,709.62 for doctoral students for new incoming graduate students in 2014-15 and 2015-16;

AND WHEREAS on the basis of its interpretation of the Letter of Intent the University calculated and paid tuition offsets for employees who were new incoming international graduate students in 2013-14 and 2014-15 and is in the process of paying tuition offsets for the 2015-16 academic year for international graduate student employees who are registered and paying higher fees in the current academic year (new incoming students in 2013-14, 2014-15 and 2015-16);

AND WHEREAS based on its own differing interpretation of the Letter of Intent the Union filed a grievance alleging breaches by the University of the Letter of Intent;

And whereas in this context the parties wish to fully and finally settle the Grievance;

NOW THEREFORE the parties agree as follows:

1. The Letter of Intent in the Unit 1 and Unit 3 collective agreements will be revised as set out below, which unambiguously commits that tuition offset funding will be a dedicated amount of additional funding that is paid and calculated each semester and does not require work, does not include any other form of funding provided to the employee, and shall not be offset by a decrease in any other monies otherwise payable to an employee:

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 (hereafter collectively "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 fee increase in order that their net income from salary, including negotiated salary increases, is not offset by the fee increase. Such funding shall not include the increases in Graduate Financial Assistance ("GFA") in the collective agreement and shall be a dedicated amount of additional funding from the University as required to fully cover the fee increase. The amount of any funding covering a fee increase shall be posted to student accounts and treated as if it was an additional amount of GFA that does not require the performance of work in exchange for the additional funding.

The parties agree that the revised Letter of Intent above means a dedicated amount of additional funding that is paid and calculated each semester and does not require work, does not include any other form of funding provided to the employee and shall not be offset by a decrease in any other monies otherwise payable to an employee. The revised Letter of Intent above also means that incoming graduate students who become members of the bargaining unit will be eligible for the offset set out in the Letter of Intent if they pay fees as defined in the Letter of Intent higher than the fees approved by the Board of Governors for domestic and visa students (except MBA, IMBA, MPA, part-time LLM students, MHRM and MDes and other professional programs as may be approved) as of September 1, 2012.

2. In the context of the foregoing, any employee who was a new incoming international student in 2013-14 or 2014-15, who registered and paid the higher tuition fees in the 2014-15 academic year and who received less than the full value of the offset in direct payment from the University for the purpose of meeting the offset for the 2014-15 academic year shall receive a lump sum payment in an amount equivalent to the difference between the offset amount they have received by way of direct payment from the University, if any, and the full value of the full tuition offset. For example, if an employee who was a new incoming international doctoral student in 2014-15 received a direct payment from the University in an amount of \$1000 for the purpose of meeting the tuition offset for the 2014-15 academic year, the employee will receive a lump sum payment of \$5,709.62. If an employee who was a new incoming international doctoral student in 2014-15 received a direct payment of \$4,000 from the University for the purpose of meeting the tuition offset for the 2014-15 academic year, the employee will

receive a lump sum payment in the amount of \$2,709.62. Lump sum payments arising from this paragraph will be made to the student accounts of affected individuals who are registered in the 2016 Winter Term and will be provided through payroll for those affected individuals who are not registered in the 2016 Winter Term. All such payments will be made no later than 60 days following the signing of the Memorandum of Settlement and will be made earlier if possible.

3. Any employee who was a new incoming international graduate student in 2013-14 or 2014-15 or was a new incoming international graduate student as of the start of the 2015-16 academic year and who is registered and is paying higher fees for the 2015-16 academic year shall receive direct payment from the University in an amount equivalent to the full value of the offset for the 2015-16 academic year less the amount already received as a direct payment from the University for the purpose of meeting the offset. For example, if an employee who was a new incoming international doctoral student in 2014-15 or at the start of the 2015-16 academic year and is registered and paying the higher fee received a direct payment of \$500 from the University for the purpose of meeting the offset for the 2015 Fall Term tuition payment, the employee will receive additional direct payment in an amount of \$6,209.62 to cover the full value of the offset for the 2015-16 academic year. Payments arising from this paragraph will be included in the Tuition Offset payments scheduled for the Summer Term.
4. For the 2016-17 academic year and subsequent academic years, employees who were new incoming international graduate students in 2013-14, 2014-15 and 2015-16 or who are new incoming international students in 2016-17 and subsequent academic years and who register and pay the higher fees shall receive direct payment from the University in an amount equivalent to the full value of the tuition increases over the 2012 rates.
5. The intent of paragraphs 2-4, in combination with the revised Letter of Intent in paragraph 1, is to provide affected international graduate student employees with direct funding from the University, i.e., an additional funding amount that will be posted to student accounts and treated as if it was additional GFA that does not require work in exchange for the additional funding, to *fully* cover the increases in their tuition and ancillary/administrative fees over the 2012 rates for 2014-15, 2015-16 and 2016-17 and in subsequent years, irrespective of any variance in the offset values that have appeared in different documents .
6. The Grievance is withdrawn and Arbitrator Steinberg will be advised that the Grievance has been resolved and that the April 5, 2016 hearing date can be cancelled.
7. Nothing in this Memorandum of Settlement is nor shall it be construed as any admission by the University of any breach of the collective agreement which has been and is denied.
8. This Memorandum of Settlement is made without prejudice or precedent to the rights of the University or the Union in any other matter and shall not be referred to or relied on in any other matter for any purpose whatsoever.

9. The parties agree that Larry Steinberg shall be seized as mediator-arbitrator in respect of any issues concerning the interpretation, application, administration or alleged violation of this Memorandum of Settlement.
10. By the signature of authorized representatives hereunder the University and the Union confirm their agreement to the terms and conditions of settlement set out herein.
11. 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 UNIVERSITY

Per:

Date

FOR THE UNION

Per:

Date