

## Tuition Offset Arbitration FAQ

### What is the tuition offset arbitration and why does it matter?

In March 2015, CUPE 3903 went on strike to secure — among other provisions — new language that would protect tuition indexation, which we have had in our collective agreements (CAs) since 2001. The new language we signed off on is called the tuition offset, and reads as follows:

*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.*

The intent of this language is to prevent tuition hikes from eroding our salaries by demanding that York increases our funding whenever they increase tuition.

Mere months after returning back to work, York revealed that it was counting several different sources (scholarships, RAships, etc) towards the offset. The union has always maintained that if the offset is paid out through scholarships, it should be through an *increase* in scholarships. We filed a grievance but the employer wouldn't budge, so we filed for arbitration. Arbitration is when an impartial third party decides on the legal interpretation of the language.

Tuition indexation (or tuition offset) is the crowning jewel of the Unit 1 and 3 CAs. It protects us from increases in tuition eroding our salaries. Tuition is frozen until 2017 — after that, if we don't have these protections, York could raise tuition on all graduate students, international or domestic, and it would seriously erode our paycheques.

### What does this settlement offer do?

When the employer approached the union about a potential settlement, they offered to exclude RAships and scholarships from the calculation of the offset. However there were still two major points of disagreement between the parties: a) how the offset should be paid, and b) whether or not the negotiated increases in Graduate Financial Assistance (GFA) for 2014-17 should count towards the offset.

We have reached a resolution on both of those points. The employer originally wanted to pay the offset through a fellowship and the union wanted it paid through the GFA. The resulting compromise is that the offset will be paid through as a "dedicated amount" (i.e. not from other sources like scholarships or research assistantships) that will be treated as if it were the GFA (i.e. calculated and added to student account every semester). This resolves the conflict over which we applied for arbitration, namely that the employer would count non-salary funding towards the offset.

Until the very last pass, the employer insisted that they needed to be able to count the 2014-17 GFA increases towards the offset. The problem with counting across-the-board GFA increases is that it creates a third tier of members. It's already bad enough that domestic and international students are treated differently; since the GFA increases apply to all international students but the tuition increases only apply to those who were admitted in 2013 or later, some international members would get to keep the full amount of their GFA increase while others would not. On April 1st, the employer finally admitted that, if nothing else, counting the GFA increases would cause difficulties in calculating different members' offsets, and agreed to exclude them.

**Should we be concerned about fellowships?**

Generally, yes. However, the current language does not exclude fellowships and the arbitration will not make any ruling with regard to fellowships. A settlement may allow us some room to negotiate but ultimately the fellowships and the arbitration are two separate issues. One is about the interpretation of our current CAs, the other is about a future funding model. We can, and will, address the matter of fellowships in the next round of bargaining (2017).

**What's the difference between going to arbitration and agreeing to a settlement?**

Both arbitration and a settlement are ways to resolve this dispute. However, they are not completely equivalent. They each have a different scope.

<b>Arbitration</b>	<b>Settlement</b>
Interprets the language currently in our CAs	Proposes new language for our CAs
Ruling on the interpretation by a third party	Agreement reached between the union and the employer
May result in a ruling that the offset must be paid through increases in funding, but won't specify how that is paid out	Specifies how the offset is paid out and/or a list of exclusions (how it can't be paid out)
Cannot stop the employer from implementing fellowships, or paying the offset through fellowships	Cannot stop the employer from implementing fellowships, but protects the offset from encroachment from fellowships
May result in a finding of wrongdoing by the employer	Will not result in a finding of wrongdoing by the employer
Clear ruling on the interpretation that is binding going forward and could be used as precedent in the future (good or bad)	Agreement on implementation and interpretation; future disagreements may occur

## What is the timeline of events?

