

MARCH 29, 2015 YORK UNIVERSITY OFFER FOR RECOMMENDED SETTLEMENT ONLY
IN THE MATTER OF COLLECTIVE BARGAINING NEGOTIATIONS FOR A RENEWAL
COLLECTIVE AGREEMENT FOR UNIT 3

BETWEEN:

YORK UNIVERSITY
(the "Employer")

- and -

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

MEMORANDUM OF SETTLEMENT FOR A RENEWAL COLLECTIVE AGREEMENT – UNIT 3

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. 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.
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. 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%.

7. 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 1 in place of existing Letter of Intent 1 the parties agree to withdraw the grievance and consider all matters relating to the grievance resolved in respect of employees in Unit 3. 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.

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

9. 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).

~~10. 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 10 withdrawn by Employer in context of proposal of new Article 5.04.1 (Employment Equity) March 23, 2015

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

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

1. COVER PAGE

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

2. TABLE OF CONTENTS

Revise as necessary as per terms of renewal collective agreement

3.a. EXECUTIVE DIRECTOR, FACULTY RELATIONS

Replace references in collective agreement to "Assistant Vice-President (HR & ER)" to "Executive Director, Faculty Relations" (e.g. Articles 4.03.4, 4.04.3(ii), 6.05, 6.06, and 6.18).

3.b. ARTICLE 4.03 – 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.

3.c. ARTICLE 5.04 (EMPLOYMENT EQUITY COMMITTEE)

Add a sentence to the end of existing Article 5.04 (Employment Equity Committee) and add a new Article 5.04.1 as follows:

5.04 ...

The Parties agree to make the definition of underrepresentation and the application of intersectionality data a priority for discussion on the reconvening of the 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.

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4. New ARTICLE 10.03 – POSTING

Add new Article 10.03 – Posting and revise numbering in Article 10 – Positions and Rates of Pay as follows:

4b Revise 10.09 as follows:

10.09 BENEFITS

(1)

DENTAL PLAN

(a)

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

(b)

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 graduate assistantship. 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 graduate assistantship. 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.

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(2)

DRUG PLAN

(a)

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

(b)

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 graduate assistantship.

(c)

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

(3)

VISION CARE PLAN

(a)

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

(b)

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 graduate assistantship.

(c)

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

The parties agree that dental, drug, vision care and family benefits will be provided through an ASO Plan administered by the York University Department of Total Compensation (Pension and Benefits).

ARTICLE 10 – POSITIONS AND RATES OF PAY

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10.03 Posting

Except as otherwise provided in the Collective Agreement, all positions in Unit 3 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: July 1st for positions scheduled to begin in September; November 1st for positions scheduled to begin in January; and March 1st for positions scheduled to begin in May.

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

- (i) the duties, responsibilities and tasks;
- (ii) reasonable qualifications of the position;
- (iii) the number of hours of the graduate assistantship;
- (iv) the start and end date of the GAship;
- (v) application deadline;

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

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

All appointments shall be made from among the applicants who meet the qualifications.

Hiring Units will make available a common application form or template (hard copy or electronic).

10.0304 VACATION PAY

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10.0405 RECORD OF EMPLOYMENT

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10.0506 PAYMENT

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10.0607 INTEREST ON FEES

...

10.0708 GA FINANCIAL ASSISTANCE

...

10.0809 SUMMER ASSISTANCE

...

10.0910 BENEFITS

...

5. ARTICLE 10.02 – REMUNERATION FOR GRADUATE ASSISTANTS

For September 1, 2014, increase the September 1, 2013 Graduate Assistantship rate by 1.5% ATB, for September 1, 2015 increase that rate by 1.5% ATB, and then for September 1, 2016 increase that rate by 1.5% ATB.

Add the following to the end of existing Article 10.02:

Pursuant to Articles 10.07 (GA Financial Assistance) and 10.08 (Summer Assistance) below, eligible employees holding a Graduate Assistantship who are registered full time and pay fees in the Fall, Winter and Summer Terms may earn, in addition to their Graduate Assistantship salary, non-taxable funding up to the amounts set out in the table below:

	GA Financial Assistance (2 Terms)	Summer Assistance	Total
International Student GA	\$2,170 (GA in 1 st year)	\$3,000	\$5170
	\$2,590 (GA in subsequent year)		\$5590
Domestic Student GA	\$1,298 (GA in 1 st year)	\$3,000	\$4,298
	\$1,628 (GA in subsequent year)		\$4,628

6. ARTICLE 10.07 – GA FINANCIAL ASSISTANCE

Revise Article 10.07 – GA Financial Assistance to increase the GA Financial Assistant Rates as follows:

10.07 – GA FINANCIAL ASSISTANCE

Effective September 1, 2012 all members of the bargaining unit who are domestic students shall receive \$590 in the fall and winter terms. Beginning in the Fall of 2014 all employees in the bargaining unit shall receive \$630 in the fall and winter terms; beginning in the Fall of 2015 this amount will increase to \$670; and beginning in the Fall of 2016, this amount will increase to \$708. ~~Beginning in the Fall of 2012 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$710 in the fall and winter terms. Beginning in the Fall of 2013 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$740 in the fall and winter terms. Beginning in the Fall of 2014 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$790 in the fall and winter terms; beginning in the Fall of 2015 this amount will increase to \$840; and beginning in the Fall of 2016 this amount will increase to \$888.~~

~~All members of the bargaining unit who are international students shall receive \$715 in the fall and winter terms, \$745 beginning Summer 2012 and \$775 beginning September 2012. Beginning in the Fall of 2014 all employees in the bargaining unit who are international students shall receive \$875 in the fall and winter terms; beginning in the Fall of 2015 this amount will increase to \$975; and beginning in the Fall of 2016 this amount will increase to \$1085. Beginning in the Fall 2012 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive \$865 in the fall and winter terms. Starting in the Fall of 2013 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive \$925 in the fall and winter terms. Beginning in the Fall of 2014 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive \$1025 in the fall and winter terms; beginning in the Fall of 2015 this amount shall increase to \$1150; and beginning in the Fall of 2016 this amount will increase to \$1295.~~

Employees in the Unit 1 bargaining unit receive any graduate financial assistance through the Unit 1 collective agreement and accordingly are not eligible for any Unit 3 GA financial assistance under this Article.

The Faculty of Graduate Studies will make best efforts to post the financial assistance to students' accounts within six weeks of the start of the relevant term.

7. ARTICLE 10.08 – SUMMER ASSISTANCE

Revise Article 10.08 – Summer Assistance to increase the Summer Assistance rate as follows:

10.08 SUMMER ASSISTANCE

Bargaining unit members assigned a graduate assistantship in the fall/winter session of 2011-2012 (September 1 to April 30) and who are registered full-time in summer will receive GA summer assistance in the immediately following summer term (May 1 to August 31) of that year in the amount of \$1,200. This amount will be increased to \$1,300 for the summer 2013 and increased to \$1750 for the summer 2014. Effective May 1, 2015, this amount will be increased to \$3000.

8. ARTICLE 15.02 – WRITTEN NOTICE OF ASSIGNMENT

Revise existing Article 15.02 as follows:

Withdrawn - STET

9.a. ARTICLE 15.08 – TECHNOLOGY

Stet Article 15.08

9.b. ARTICLES 15.09.1, 15.09.2 – CHILD CARE

For 2014-15, amend existing Articles 15.09.1 and 15.09.2 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 15.09.3 Childcare Fund and renumber the balance of the Article:

15.09.3 – 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. Article 17 – Duration and Modification of Agreement

Revise Article 17.01 per term of renewal collective agreement:

17.01 This agreement shall continue in force and effect from the date of ratification to August 31, 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.

11. (a) ARTICLE 18 – WAYS & MEANS FUND

Revise Article 18 – Ways and Means Funds as follows:

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18 – WAYS & MEANS FUND

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).

(b) ARTICLE 20 – GA BURSARY FUND

Set Article 20

12. Article 21 – Fund Protection

Revise first paragraph of existing Article 21 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 2014-2015 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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13. ARTICLE 22 – CUPE 3903 BENEFITS FUND

Revise Article 22 – CUPE 3903 Benefits Fund as follows:

22 – CUPE Benefits Fund

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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 year.

14. ARTICLE 24 – TRANS FUND

Revise Article 24 to read as follows:

24 – TRANS FUND

24.01 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.

15.a. LETTER OF INTENT 1 (TUITION OFFSET)

Replace existing Letter of Intent 1 with a new Letter of Intent 1 as follows:

1. ~~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, 2005 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 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 2 – OFFSET

Revise existing Letter of Intent 2 as follows:

2. OFFSET

The parties agree that any across-the-board increase in the salary/wage rates or increases in the Graduate Financial Assistance or Summer 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~~ \$10,000, and the wage/salary component is ~~\$10,000~~ \$5,100 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~~ \$102 and the minimum funding level in the next year would become ~~\$20,200~~ be increased to \$10,102. Any increase in the negotiated GA Financial Assistance or Summer Financial Assistance component would similarly be in addition to the \$10,000.

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.

- 13. All outstanding proposals are withdrawn.

SIGNED at Toronto this 29th day of March, 2015

FOR THE EMPLOYER

FOR THE UNION

Per: Barbara Crow

Per: Shoshana Elharar

Per: Shawn Bracey

Per: Sita Kaith

Per: Barry Miller

Per: Tracy Lynn Mack Adam Proctor

Per: Rob Lawson

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 3 RETURN TO WORK PROTOCOL

1. There will be no discrimination, reprisals or penalties of any kind against any bargaining unit 3 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.
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. Completing GA Assignments
 - (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) Pursuant to the "Institutional Remediation Guidelines for Senate Executive Committee" and the March 16, 2015 Communication from the Executive Committee of Senate, the Winter Term has been reduced by Senate Executive from 72 to 66 days, or to approximately 92%
 - (c) Employees will receive 100% of the compensation for the Winter 2015 term. Upon return to work, supervisors shall call a meeting to discuss the workload for the remainder of the

term in the context of Appendix D – Graduate Assistant Workload Form, making any required adjustments for the fulfillment of the duties of the assignment. The payment of these monies will be made to eligible employees on the regular monthly pay dates as their remaining Winter Term duties are rescheduled and completed.

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

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