

Unit 1 Funding Proposal as of February 27, 2018

Union's changes are in red

10.03.1 REMUNERATION FOR TEACHING ASSISTANTS

Remuneration for a full teaching assistantship in each 12-month period consists of two tutor 1 assignments or their equivalent, paid at the rates set out in Article 10.04.1.

2. *Revise 10.03.2 as follows:*

10.03.2 a) For Employment Insurance purposes only a course director for a 6-credit course will be deemed to have worked **600 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 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.~~

Revise Article 10.07:

10.07 Salaries, **plus any grant-in-aid**, shall be paid in equal monthly instalments over the period of the appointment and a statement of earnings and deductions shall be provided, also on a monthly basis. When an appointment has not been processed in time to effect payment on the normal payday of the first month, the employer shall make that payment as soon as practicable. An employee shall have the right to complete a Revenue Canada TD1 form.

For any appointment that has commenced, where the Employer fails to remit accurate monthly payment of salaries on the regular monthly pay day, the Employer shall pay an additional 10% on the principal amount of the monthly salary per month to the Employee as a penalty.

3. *Replace existing Article 10.12 (Graduate Financial Assistance) with a new Article 11 as follows.*

New Article 11. FUNDING FOR TEACHING ASSISTANTS

In recognition that teaching assistants are full-time graduate students, the following funding is provided to support their studies. Effective September 1, 2018, individuals holding a full teaching assistantship which is either their first as a doctoral student or is a second or subsequent teaching assistantship as part of their Priority Pool entitlement, will receive Teaching Assistant Financial Support, contributing to their total minimum funding commitment from the University to support their full-time graduate studies. The value of the Teaching Assistant Financial Support will vary depending on the individual's number of years in the Priority Pool ~~and/or eligibility to continue in the Priority Pool~~ and whether or not they pay international tuition fees. ~~The components of Teaching Assistant Financial Support are as follows:~~

11.1 Teaching Assistant Financial Support (“Direct-Deposit TA Financial Support”)

This support is deposited to teaching assistants’ student accounts in equal amounts in each term over the 12-month period September 1st to August 31st in which they are registered as full time students. Direct Deposit TA Financial Support consists of two components: Graduate Financial Assistance (GFA) and Supplementary Graduate Assistance (SGA). Graduate Financial Assistance varies depending on the individual’s number of years in the Priority Pool and whether they pay international tuition fees. Supplementary Graduate Assistance is a set amount for the first full teaching assistantship in each contract year. Effective the 2016-17 contract year this amount is \$3705 for a full Teaching Assistantship. Supplementary Graduate Assistance is prorated for less than a full Teaching Assistantship.

11.1.1 Graduate Financial Assistance

Visa Graduate Student Employees Paying International Fees

In the 2016-17 contract year, all members of the bargaining unit who are visa students shall for each term in which they are registered full-time and pay international fees receive \$1085 per term. In the 2016-17 contract year members of the bargaining unit who are visa students and who are in the second year of the priority pool or a later year in the priority pool shall receive in each term for which they are registered full-time and pay international fees \$1295 per term.

Graduate Student Employees Paying Domestic Fees

In the 2016-17 contract year, all other members of the bargaining unit shall for each term in which they are registered full-time and pay fees receive \$649 per term. In the 2016-17 contract year members of the bargaining unit who are in the second year of the priority pool or a later year in the priority pool shall receive in each term for which they are registered full-time and pay fees \$814 per term.

11.2 A schedule of Direct-deposit Teaching Assistant Financial Support for domestic and visa graduate student employees for a full teaching assistantship is set out below:

A. Visa graduate student employees who pay international fees

- (i) Up to end of first year in the Priority Pool (typically first 2 years of doctoral program):

<i>Graduate Financial Assistance</i>	\$1085 per term (\$3255 per year)
<i>Supplementary Graduate Assistance</i>	\$1235 per term (\$3705 per year)
Total TA Financial Support:	\$2320 per term (\$6960 per year)

- (ii) Second and subsequent years in Priority Pool:

<i>Graduate Financial Assistance</i>	\$1295 per term (\$3885 per year)
<i>Supplementary Graduate Assistance</i>	\$1235 per term (\$3705 per year)
Total TA Financial Support:	\$2,530 per term (\$7,590 per year)

B. Graduate student employees who pay domestic fees

- (i) Up to end of first year in the Priority Pool (typically first 2 years of doctoral program):

<i>Graduate Financial Assistance</i>	\$649 per term (\$1947 per year)
<i>Supplementary Graduate Assistance</i>	\$1235 per term (\$3705 per year)

Total TA Financial Support: **\$1,884 per term (\$5,652 per year)**

(ii) Second and subsequent years in Priority Pool:
Graduate Financial Assistance \$814 per term (\$2442 per year)
Supplementary Graduate Assistance \$1235 per term (\$3705 per year)
Total TA Financial Support: **\$2,049 per term (\$6,147 per year)**

11.3 Where a course directorship is assigned, Direct-deposit TA Financial Support does not include Supplementary Graduate Assistance. In such circumstances, Direct-deposit TA Financial Support includes Graduate Financial Assistance only.

11.4 No member shall have collective agreement payments which are processed through the student account system ~~(with the exception of graduate financial assistance)~~ reduced by an amount owing without the member's written permission. The permission form shall inform the employee that she has the right to consult the union before signing the form

11.5 The Employer shall deposit the full Direct-Deposit TA Financial Support entitlement to student accounts within 30 days of the start of each term. Should the Employer fail to remit entitled payments to a member as outlined above, the amount that the Employer must pay shall accrue interest at an amount of 10% per month, compounded, on the 30th day of each month.

Interest on tuition fees shall not be applied to members who are awaiting Direct-Deposit TA Financial Support.

Proposal #47 Minimum Guarantee

Revise Letter of Agreement: Additional Funding for Priority Pool Members as follows:

LETTER OF AGREEMENT: ADDITIONAL FUNDING FOR PRIORITY POOL MEMBERS

The Union may initiate a meeting with the Dean of FGS or designate, the member, a representative of Faculty Relations and the Union to be held as expeditiously as possible with a view to discussing the concerns of members. Note – Grievances Regarding the Letter of Agreement may be initiated at Step 4 of the grievance process.

Mindful of the financial obstacles graduate students are experiencing in light of Government decisions which transfer more of the burden for financing a university education to the student via tuition fees, the employer will guarantee an offer of additional support for members of the Priority Pool as outlined below. This support is for the 12- month period beginning with September.

It is recognized that many members currently receive additional funding opportunities and what is listed below is a minimum guaranteed level of financial support. However, such guaranteed extra funding as outlined below shall not apply to those whose funding provides them with a level of support greater than their priority pool entitlement coupled with this supplementary funding.

Nothing herein shall be read or construed as a bar to any member receiving financial support

that is greater than the above minimum guarantee, nor does it require or permit students to undertake tasks which require exceeding an average of 10 hours of work per week, or a maximum of 1.5 teaching assistantships in a 12- month period (beginning with the fall term).

- 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:

Eligibility criteria are:

- member of the bargaining unit during the preceding 12- month period, including those on leaves of absence under the collective agreement;
- in the Priority Pool;
- have applied where appropriate and accepted when offered a teaching assistantship or other work;
- must be continuously registered on a full- time basis for the following 12- month period;
- have total funding including major external scholarships not greater than the priority pool entitlement plus \$5000 for 2008- 2009, 2009- 2010 and 2010- 2011 [see 12 .03 .1(iii)].
- must be available to undertake some form of TA, GA or RA activity should it be necessary in at least one of the three terms in the 12 month period starting with the fall. It is expected that such TA, GA and RA activities will normally be offered in the summer term. The bargaining unit members who have established to the satisfaction of the Faculty of Graduate Studies they are only available in one particular term will have priority for minimum guarantee funding activity in that term.

Note – Although not in the priority pool or in the bargaining unit during the preceding 12 month period, PhD 1 students are eligible for the minimum guarantee in their first year. In accordance with Article 12, incoming PhD students will have priority over Master's students in the assignment of available teaching assistantships.

- (i) The minimum guarantee ~~will be \$5000 in 2008-09; 2009-10; and 2010-11 of extra funding above the priority pool entitlement over the 12- month period. Such funding~~ may be in the form of scholarships (excluding York Entrance Scholarships), fellowships (e.g., the York Graduate Fellowship), assistantships, (e.g. research assistantships, graduate assistantships, additional teaching assistantships, matching fund graduate assistantships) or internships (not including bursaries or tuition rebates). Wages earned at the Overwork or Replacement Rate shall not count towards the Minimum Guarantee.
- (ii) Where the performance of tasks is required in exchange for additional financial support, the reasonable preferences and legitimate needs/concerns of the person shall be taken into consideration and all reasonable efforts will be made to accommodate them. The person will normally have 3 working days to confirm

acceptance of an offer of a minimum guarantee assignment.

- (iii) It is understood that no member will be required to perform work or duties in excess of 135 hours per term without the members consent.

However, it is recognized that, in exceptional circumstances, members have been allowed to perform more than 135 hours of teaching assistantship duties during a single term. It is understood that such practices may continue in exceptional circumstances and with the mutual agreement of the member and the hiring unit and the academic approval of the program director, the Dean of Graduate Studies and the supervisor (if appointed).

- (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 – \$5125 in 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 (\$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.

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 F shall be used.

- (v) The Faculty of Graduate Studies will use its best offices and all reasonable efforts to resolve any problems which the member brings to its attention. Upon acceptance of the assignment the person will be provided with a written description of the assignment. Anyone assigned to positions three weeks after the deadline for registration will have hours proportionally reduced without any reduction in pay.
- B. It is not intended that the additional funding (excluding teaching assistantship work), as outlined in A(i) would be used, nor would the Dean of Graduate Studies approve the use of such funds, for employment tasks for which CUPE 3903 holds certification. Neither would the funds be used for work which would otherwise require hiring an employee in another certified Bargaining Agent or maintaining the position of an employee in another bargaining unit.
- C. By September 15 FGS will inform each student, through the graduate program office, whether or not 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. In the latter case, FGS will make its best efforts to inform students by November 30 and in any event no later than December 15 whether the activity will be offered in the winter or the summer term. Once informed of how the minimum guarantee will be met under this provision, any other scholarship, fellowship, research assistantship or employment income from York will be in addition to the minimum guarantee save and except for major scholarships worth \$35,000 dollars or more which may be offset against the York Fellowship.

The parties have reviewed the various aspects of this program during negotiations and have exchanged documents, as embodied in the November 12, 1998 Letter of Understanding, in order to confirm how this Letter should best be given effect. In the event of a conflict between the November 12 1998 Letter of Understanding and this Letter of Agreement, this Letter of Agreement shall govern.

- D. FGS will provide those who are eligible for the minimum guarantee with a form by March 15 on which form they may indicate the term(s) in which they prefer to work (as per A(ii)) any term(s) in which, because of exceptional circumstances, they consider themselves to be unavailable for a minimum guarantee assignment and the reasons they consider themselves to be unavailable. Such reasons may include:
- The member will be unavailable for on-campus activity because she will be engaged in off campus activity associated with the program of study approved according to FGS Regulations for students absent from campus.
 - The bargaining unit member will be unavailable for medical circumstances, child care responsibilities or other compassionate grounds, but not on approved leave of absence from the program.
 - The graduate program director and supervisor/and or advisor has certified that additional activity will jeopardize the bargaining unit member's ability to make satisfactory academic progress in the term in question and the Dean of FGS approves.

These forms must be returned no later than May 1. FGS will make reasonable efforts to assign persons in conformity with bona fide requests. Should exceptional circumstances arise subsequent to the member returning the form, then the member should complete and re-submit a new and amended form as soon as practicable.

E. Where a member in the priority pool has the minimum guarantee component of their funding package satisfied by the York Fellowship this funding will be divided into 3 equal installments paid in each term in which they are registered full time and are paying fees. Members whose minimum guarantee component is met by the Fellowship may indicate in writing to FGS by no later than August 10th the election to receive the full amount of the minimum guarantee funding in four equal installments in the next Summer Term from May through August. **All PhD students in the priority pool shall be notified of the option to receive payments in the summer months in as a part of the Teaching Assistantship – Letter of Appointment.** No member of the bargaining unit will be deemed to have waived their right to the Minimum Guarantee until a Union representative and the member have signed an agreement with the Employer stating an intention to do so. **Should the Employer fail to remit minimum guarantee payments to a member in the manner in which the member elects to be remunerated, the amount that the Employer must pay shall accrue interest at an amount of 10% per month, compounded, on the 30th day of each month.**

ADD - Letter of Agreement: York Graduate Fellowship

Unit 1 Masters students

When a Masters student receives both a TAship and the York Master's Fellowship or the York International Masters Fellowship, the amounts shall be:

Domestic Masters Student with a 0.5 TAship: \$5,403.00

International Masters Student with a 0.5 TAship: \$8,467.00

Mindful of the financial hardships incurred by Masters students who took a 1.0 TAship under the impression that they would be receiving both the full salary of a 1.0 TAship, including grant-in-aid and graduate financial assistance, in addition to the full amount of the Masters York Graduate Fellowship, York shall provide all Masters students who receive a TAship a breakdown of the exact amounts they will be receiving and this shall be communicated to the student prior to the signing of the Teaching Assistantship – Offer of Appointment.

Unit 1 PhD Students

When the minimum guarantee component of Unit 1 funding is fulfilled by York Graduate Fellowships, the amounts shall be:

York Doctoral Fellowship: \$5,403.00

York International Doctoral Fellowship: \$8,467.00

ADD - Unit 1 Letter of Intent 6 and Unit 3 Letter of Intent 1

Unit 1 Letter of Intent 6/Unit 3 Letter of Intent 1

The University is committed to providing graduate students with tuition offset funding that will be a dedicated amount of additional funding that is paid and calculated each semester and does not require additional 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 tuition offset funding provided shall be as follows:

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, the University shall provide any employees in the bargaining unit who are registered full time and are required to pay the increased fees with additional funding in an amount equivalent to the fee increase in a manner that the fee increase does not offset any entitlement such employees receive pursuant to the collective agreement. For clarity, such funding 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 by [DATE] and treated as if it was an additional amount of Graduate Financial Assistance that does not require the performance of work in exchange for the additional funding. Incoming graduate students who become members of the bargaining unit will be eligible for the offset set out in this Letter of Intent if they pay fees greater 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.