

**IN THE MATTER OF COLLECTIVE BARGAINING NEGOTIATIONS FOR A
RENEWAL COLLECTIVE AGREEMENT FOR UNIT 1**

B E T W E E N :

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 Parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute in resolution of the current labour dispute and renewal collective agreement.
2. The term of the renewal collective agreement shall be from the date of ratification to August 31, 2020 and shall have no retroactive effect whatsoever other than as expressly set out herein or as ordered by the Interest Arbitrator.
3. The renewal collective agreement will consist of the following:
 - a. the expired collective agreement as amended by the attached initialed changes and additions;
 - b. The language set out in the attached Appendix A subject to the Union’s agreement, with language/issues remaining in disagreement referred to interest arbitration per clause c below should the Union elect to do so;
 - c. any other changes or additions arising out of any and all of the outstanding Unit 1 proposals of either party which may be awarded by an Interest Arbitrator appointed jointly by the parties (or failing agreement,

appointed by Arbitrator William Kaplan). The Arbitrator will establish a procedure for submissions of the parties on all issues relevant to the unresolved proposals and any issues arising out of these Minutes of Settlement and interpretation and implementation of the attached Appendix B "Return to Work Protocol".

- d. An immediate 2.1% increase including the payment of that increase retroactive to September 1, 2017 for all salary rates in 10.4.1, authorized replacement rates in 15.04.1 and supplementary graduate assistance and graduate financial assistance rates in 10.12. If it prefers the Union may instead elect not to have this increase and refer the 2017/2018 wage increase to arbitration so long as it makes this decision by May 21, 2018.
- 4. 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.
- 5. The Parties agree to the Return to Work Protocol attached hereto as Appendix B and further agree to make best efforts to facilitate the return to normal University operations.
- 6. ~~The bargaining teams of both Parties agree unanimously to recommend acceptance of these Minutes of Settlement for ratification in their respective decision making and voting process and~~ The Union may ratify this offer and will report back on the outcome of its ratification process by no later than 11:59pm on May 10, 2018, following which this Memorandum of Settlement will expire.
- 7. The Union will write to the Ontario Labour Relations Board within five (5) days following ratification and withdraw its Ontario Labour Relation Board applications 2917-16-U and 3423-17-U. Subject to any procedural rulings and determinations, all issues raised in those complaints and the responses to those complaints may be brought before the Interest Arbitrator.

Dated in Toronto on May _____ 2018

For the Union:

For the Employer:























Appendix A

Sexual Violence Survivor Fund

NEW. On September 1, 2018 and September 1, 2019, an amount of \$50,000 will be added to the Ways and Means Fund which will be available to provide support for expenses incurred by survivors of sexual and/or gender based violence. CUPE 3903 will consult with the SVRO on the distribution of these monies. The Union will provide a report to the Labour Management Committee at the end of each year on the use of this fund as part of its larger report regarding the Ways and Means Fund.

The parties will meet within 12 months of the ratification of this Agreement to discuss how such funds may best be administered following the two-year period 2018-2020 in way that is integrated with the processes and guidelines established by the SRVO.

Amended Letter of Agreement – Priority Pool Funding

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 member's 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 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 awards (i.e., awards over \$5,000) and/or awards for which the University provides matching funds as set out in a list on the FGS website 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. Funding deposited to student accounts under A(i) above is not subject to 11.04. All PhD students in the priority pool shall be notified of the option to receive payments in the summer months 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.

APPENDIX 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 lawful strike activities.
3. Employees will assist as required to facilitate completing courses on the basis set out in the Communication from the Executive Committee of Senate updated on April 27, 2018 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 Monday, March 5, 2018. Striking employees will receive compensation for work performed up to March 4, 2015, the day before the strike started, in their regular pay on March 25th.
5. Provided that the strike ends by no later than Thursday, May 10, 2018 then employees in the bargaining unit who return to work on May 11, 2018 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 no less than 85% of the total payments for the Winter 2018 Term and may be up to 100% of the total payments for the Winter Term depending on the amount of work completed as set out in the attached Remediation Work Form. The payments will be made as soon as the necessary payroll system adjustments can be prepared.
6. 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. The allotted hours for the completion of the course will be recorded on the Remediation Workload form.
7. The Employer will not charge interest on tuition payments incurred as a result of payments missed during the strike.
8. The Union understands and agrees that the Employer cannot comply with the standard posting and assignment process for the 2018 Summer terms. While the Employer will make best efforts to comply, the Union agrees that these provisions of the Collective Agreements are not to be strictly enforced in the return to work.

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.

CUPE 3903 Units 1 and 2

Remediation Work Form

Teaching Assistants and contract faculty are required to submit a Remediation Work Form if they wish to receive remuneration **that is greater than 85%** of the total remuneration for the Winter Term. Submission of the Form is not required otherwise.

Please provide the total number of hours required for remediation, with a breakdown including (but not limited to) the following:

- The number of students requiring remediation.
- The form(s) of remediation instruction that will be provided; e.g., lectures, seminars, tutorials, studios, labs, unsupervised directed reading, review sessions, etc.
- The number of instructional contact hours associated with each form of remediation provided.
- Examination time required.
- Grading time required.
- Other alternative forms of remediation and time required; e.g., posting lecture notes on the web; e-mail office hours and/or correspondence.

Activity

Hours

| Activity | Hours |
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(You may include the requested information on a separate, attached sheet)

I declare that the information included with this Remediation Work Form is as accurate as I can practicably determine.

SIGNATURE _____ **DATE** _____

PRINTED NAME _____

PHONE AND/OR E-MAIL _____

SIGNATURE OF SUPERVISOR (IF WORK FORM IS SUBMITTED BY TA/TUTORIAL ASSISTANT/LAB DEMONSTRATOR)

_____ **DATE** _____