

January 17, 2024 Employer Without Prejudice or Precedent Proposal for Settlement

MINUTES OF SETTLEMENT

B E T W E E N:

CUPE 3903 Unit 3

(“UNION”)

and

YORK UNIVERSITY

(“UNIVERSITY”)

RE: Union Policy Grievance dated October 17, 2023, and Union Policy Grievance dated October 18, 2023.

WHEREAS the Union filed a policy grievance dated October 17, 2023 alleging a violation of Articles 1, 2, 3, 10, 14, the “Letter of Understanding: Graduate Assistant Training Fund” and any other relevant articles of the YORK- CUPE 3903 Unit 3 Collective Agreement, the Labour Relations Act and any other relevant statutes concerning the 2020-2023 YORK- CUPE 3903 Unit 3 Collective Agreement;

AND WHEREAS the Union filed a policy grievance dated October 18, 2023 alleging a violation of Articles 1, 2, 3, 10, 14, the “Letter of Understanding: Graduate Assistant Training Fund” and any other relevant articles of the YORK- CUPE 3903 Unit 3 Collective Agreement, the Labour Relations Act and any other relevant statutes concerning the 2017-2020 YORK-CUPE 3903 Unit 3 Collective Agreement;

AND WHEREAS during the contract years 2021-2022 and 2022-2023, of the total value of Graduate Assistant Training Fund (GATF) awards distributed, \$152,300 was distributed to faculty members but not yet spent for the purposes of hiring a Graduate Assistant and therefore remains available to be spent in a manner consistent with the purposes of the GATF;

AND WHEREAS the parties wish to fully and finally resolve the Grievances;

NOW THEREFORE on a without prejudice or precedent basis, the parties agree as follows:

1. The University will distribute the amount of \$152,300 in the following manner:
2. First, each faculty member who was in receipt of a GATF award but did not spend the full amount of their award, will be invited to be in receipt of a further amount of a GATF award to fully cover the cost of an additional 0.5 or 1.0 Graduate Assistant. Each such additional award will be on a “first come first served” basis.
3. Second, once the process at Paragraph 2 is completed, the University will inform CUPE 3903 Unit 3 as to what amount, if any, is outstanding from the \$152,300 as referenced in the recitals above. That amount will remain available in the Graduate Assistant Training Fund, pending mutual agreement

between the parties as to the manner(s) in which the money is spent, and the subsequent spending of that money.

4. To receive a GATF award consistent with Paragraphs 2 and 3 above, a full-time faculty member must:
 - a. Be in receipt of external research funding;
 - b. Commit to hiring a Graduate Assistant to have GAT Funds provisionally identified for their use; and
 - c. Have executed a contract for a Graduate Assistant to receive the GAT Funds.
5. The University will provide CUPE 3903 Unit 3 with a report on GAT Fund allocations by no later than every six months following the call referenced in Paragraph 3 above. If at some point it becomes apparent that the monies available through the call will not be spent, the parties will meet to discuss the possibility of some other mutually agreeable fashion through which the monies would be disbursed in accordance with the intended purposes.
6. Where a full-time graduate student is hired as a Graduate Assistant using GAT Fund money provided for through this Letter of Understanding this will be deemed to be employment in connection with financial assistance from the University.
7. GAT Funds will not be used to offset the cost of a GAship offered as a workplace accommodation.