

NOVEMBER 6, 2017

Proposals of York University  
For the Renewal of the  
CUPE 3903 – 1 Collective Agreement

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These proposals are provided without prejudice to the Employer's right to table additional, new and/or amended proposals in the course of collective bargaining negotiations and in response to Union proposals. They are also made without prejudice to any current or future grievance and the Employer's position on the interpretation of collective agreement language in any current or future grievance.

**PROPOSAL FUNDING FOR TEACHING ASSISTANTS**

*The proposal below is drafted based upon 2016/2017 rates for the purposes of presentation but would be amended to reflect negotiated increases.*

1. Replace existing Article 10.03.1 with new Article 10.03.1 below.

**10.03.1 — REMUNERATION FOR TEACHING ASSISTANTS**

~~Effective September 1, 2014 for the first full teaching assistantship in each twelve month period a grant-in-aid of \$3597 shall be added to the remuneration so that the total base salary (articulated below in Article 10.04.1) plus grant-in-aid for a full teaching assistantship is \$14,485.~~

~~Effective September 1, 2015 for the first full teaching assistantship in each twelve-month period a grant-in-aid of \$3650 shall be added to the remuneration so that the total base salary (articulated below in 10.04.1) plus grant-in-aid for a full teaching assistantship is \$14,702.~~

~~Effective September 1, 2016 for the first full teaching assistantship in each twelve month period a grant-in-aid of \$3705 shall be added to the remuneration so that the total base salary (articulated below in 10.04.1) plus grant-in-aid for a full teaching assistantship is \$14,923.~~

~~A teaching assistant shall be paid the base salary at the rates set out in Article 10.04.1 for any teaching assistantships or fractional teaching assistantships beyond the first full teaching assistantship in each twelve-month period. The grant-in-aid applies only to the first full teaching assistantship (or to fractional teaching assistantships to the total of a first full teaching assistantship) as defined in Article 10.02.1 during each 1 September to 31 August twelve-month period. In the case of a fractional teaching assistantship, the value of the grant-in-aid need not be paid to computer centre advisors unless the position is being used to fulfil the employer's priority pool obligations to the individual. For the purposes of this article, a full-time graduate student is as defined in the Faculty of Graduate Studies calendar.~~

~~Individuals who are:~~

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- ~~1. in the priority pool;~~
- ~~2. hold a summer half teaching assistantship~~
- ~~3. and can reasonably expect to be offered a teaching assistantship in the f/w academic session can elect to bank the summer portion of their salary supplement and grant in aid and receive them in the subsequent fall/ winter academic session.~~

~~For a fuller explanation of how teaching assistant pay is configured refer to Appendix G: "Remuneration for Teaching Assistants"~~

### 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 535 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.~~

#### 3. **Replace existing Article 10.12 (Graduate Financial Assistance), Letter of Intent 6 (Tuition Offset), and Letter of Agreement: Additional Funding for Priority Pool Members with a new Article 11 as follows.**

### **10.12 GRADUATE FINANCIAL ASSISTANCE**

~~Beginning in the Fall of 2012 all members of the bargaining unit who are visa students shall receive for each term in which they are registered full time and pay fees \$775 per term. Beginning in the Fall of 2014 this amount will increase from \$775 per term to \$875 per term; beginning September 1, 2015 this amount will increase to \$1085 per term. Beginning in the Fall of 2012 visa students in the second year of the priority pool or a later year in the priority pool will receive in each term for which they are registered and pay fees \$925 per term. Beginning in the~~

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~~Fall of 2014 this amount will increase from \$925 per term to \$1025 per term; beginning September 1, 2015 this amount will increase to \$1295 per term.~~

~~All other members of the bargaining unit shall receive for each term in which they are registered full-time and pay fees \$590 per term. Beginning in the Fall of 2014 this amount will increase from \$590 per term to \$610 per term; beginning September 1, 2015 this amount will increase to \$630 per term; and beginning September 1, 2016 this amount will increase to \$649 per term. Beginning in the Fall of 2012 all other members of the bargaining unit in the second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full-time and pay fees \$740. Beginning in the Fall of 2014 this amount will increase from \$740 per term to \$765 per term; beginning September 1, 2015 this amount will increase to \$790 per term; and beginning September 1, 2016 this amount will increase to \$814 per term.~~

~~The Faculty of Graduate Studies will make best efforts to post the monies to the students' accounts by November 1 for the fall term, March 1 for the winter term and July 1 for the summer term.~~

#### LETTERS OF INTENT

~~6. 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.~~

#### 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~~

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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

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month period, PhD 1 students are eligible for the minimum guarantee in their first year.

- (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, 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, GAVRA 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.

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.

## 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 Additional Teaching Assistant Funding, contributing to their total minimum funding commitment from the University to support their full-time graduate studies. The make-up and value of the Additional Teaching Assistant Funding 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 Additional Teaching Assistant Funding are as follows:

**11.1 Teaching Assistant Financial Support directly deposited to student accounts ("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 is also indexed for increases in tuition fees and/or administrative or ancillary fees over the Board of Governors approved rates for domestic and visa students as of September 1, 2012 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 ancillary fees (collectively "fees") are increased above the Board of Governors approved rates for domestic and visa students as of September 1, 2012, direct-deposit TA Financial Support will be augmented above the base rate in an amount that equals the fee increase for any employees in the bargaining unit who are registered full time and pay the higher fees.

A schedule of the base direct-deposit Teaching Assistant Financial Support for domestic and visa graduate student employees is set out below:

*Schedule of Base Direct-Deposit TA Financial Support*

- |      |  |                            |
|------|--|----------------------------|
| A.   | Visa graduate student employees who pay international fees                                     |                            |
| (i)  | Up to end of first year in the Priority Pool<br>(typically first 2 years of doctoral program): | \$6,960 (\$2,320 per term) |
| (ii) | Second and subsequent years in Priority Pool:  | \$7,590 (\$2,530 per term) |
| B.   | Graduate student employees who pay domestic fees   |                            |
| (i)  | Up to end of first year in the Priority Pool<br>(typically first 2 years of doctoral program): | \$5,652 (\$1,884 per term) |
| (ii) | Second and subsequent years in Priority Pool:  | \$6,147 (\$2,049 per term) |

11.1.1 Direct-deposit TA Financial Support will be adjusted for less than a full TAship. The full

amount of direct-deposit TA Financial Support consists of a “fixed amount” of \$3705 for all TAs and a second amount making up the balance of the TA Financial Assistance, the amount varying according to the Schedule above. The “fixed amount” of \$3705 is prorated for less than a full TAship whereas the balance is not. For example, the fixed amount for a half TAship is \$1852.50. Direct-deposit TA Financial Support for a half TAship up to the end of the first year in the Priority Pool (domestic) is \$3799.50.

11.1.2 Where a course directorship is assigned, Direct-deposit TA Financial Support excludes the “fixed amount” described above in 11.1.1 For example, Direct-deposit TA Financial Support up to the end of the first year in the Priority Pool (domestic) where a course directorship has been assigned is \$1,947.

**11.2 Guaranteed Minimum Additional Funding for Doctoral Student Employees with at least One More Year of Priority Pool Eligibility Remaining (typically first 5 years of doctoral program)**

Doctoral student employees who are eligible for at least one additional year in the Priority Pool beyond the current year are guaranteed to receive funding in an amount of \$5,384 in addition to the funding they otherwise receive through the Priority Pool entitlement (i.e., teaching assistant wages and direct-deposit Teaching Assistant Financial Support) over a 12 month period.

Such funding may be in the form of scholarships (excluding York Entrance Scholarships), fellowships, or assistantships that do not require work and are paid as other than employment income. It is recognized that many employees currently receive additional funding opportunities and the amount set out here is a minimum guaranteed level of support. The Guaranteed Minimum Additional Funding will not apply to any employees whose funding provides them with a level of support greater than their Priority Pool entitlement coupled with Guaranteed Minimum Additional Funding (i.e., their Priority Pool entitlement plus \$5,384).

For clarity, eligibility criteria for Guaranteed Minimum Additional Funding for doctoral student employees are as follows:

- 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 \$5,384.
- must be available to undertake some form of 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 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.

**Schedule of Base Total Minimum Funding Support for Doctoral Student Employees Holding a Full Teaching Assistantship**

Total minimum funding support for doctoral student teaching assistants based on the various combinations of teaching assistant wages, direct-deposit TA Financial Support and Guaranteed Additional Funding is set out in the schedule below:

A. *Visa doctoral student employees who pay international fees*

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

Teaching Assistant Wages (2*Tutor 1 Rate)	\$11,218
Base Direct-Deposit TA Funding Support	\$6,960 (\$2,320 per term)
Guaranteed Additional Funding Support	\$5,384
Total Base Minimum Funding Support (Shown without adjustment for Tuition Fee Indexing)	\$23,562

(ii) Second and subsequent years in Priority Pool  
 with at least one more year of Priority Pool eligibility remaining:

Teaching Assistant Wages	\$11,218
Base Direct-Deposit TA Funding Support	\$7,590 (\$2,530 per term)
Guaranteed Additional Funding Support	\$5,384
Total Base Minimum Funding Support (Shown without adjustment for Tuition Fee Indexing)	\$24,192

(iii) Final year in Priority Pool (with no remaining years of Priority Pool eligibility):

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Teaching Assistant Wages	\$11,218
Base Direct-Deposit TA Financial Support	\$7,590 (\$2,530 per term)
Total Base Minimum Funding Support (Shown without adjustment for Tuition Fee Indexing)	\$18,808

*B. Doctoral student employees who pay domestic fees*

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

Teaching Assistant Wages	\$11,218
Base Direct-Deposit TA Financial Support	\$5,652 (\$1,884 per term)
Guaranteed Additional Funding Support	\$5,384
Total Base Minimum Funding Support	\$22,254

(v) Second and subsequent years in Priority Pool  
with at least one more year of Priority Pool eligibility remaining:

Teaching Assistant Wages	\$11,218
Base Direct-Deposit TA Financial Support	\$6,147 (\$2,049 per term)
Guaranteed Additional Funding Support	\$5,384
Total Base Minimum Funding Support	\$22,749

(vi) Final year in Priority Pool (with no remaining  
years of Priority Pool eligibility):

Teaching Assistant Wages	\$11,218
Base Direct-Deposit TA Financial Support	\$6,147 (\$2,049 per term)
Total Base Minimum Funding Support	\$17,365