

- 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.
- The University is willing to retain the services of an experienced labour mediator to assist the parties in achieving a renewal agreement at any point upon the agreement of CUPE 3903-1.
- To guarantee there is no disruption to the students of York, the University is also willing to refer all outstanding matters preventing the renewal of the Collective Agreement to interest arbitration at any point upon the agreement of CUPE 3903-1.
- The University proposes a three (3) year renewal agreement and amendment of the cover page and duration provision to reflect the same.
- The University proposes a reasonable pay increase in keeping with sectoral provincial increases and norms.

PROPOSAL #1 Article 10

a) ARTICLE 10.01

Amend the first paragraph of Article 10.01.1 as follows:

10.01.1 The parties recognize that the employer wishes to provide teaching opportunities for full-time graduate students. Such students will normally be employed in tutor 1, tutor 2, tutor 3, tutor 4, tutor 6, tutor 7, or writing instructor positions. However, the employer reserves the right to appoint such students to no more than ~~eighty~~^{thirty-five} course director positions (not including any course director positions to which full-time graduate students are appointed when there have been no suitably qualified candidates with applicable prior experience in Unit 2 for course director positions originally posted in Unit 2) during any twelve-month period ending 31 August. ~~The employer further reserves the right to appoint such students to up to an additional five positions in the Faculty of Environmental Studies.~~ Further, the employer reserves the right to appoint such students to an as yet undetermined number of additional positions in the Faculty of Education which will be based on the number of "net new" course director positions in the faculty, subject to a process to be worked out between the parties via the Labour/Management Committee. In the event that ~~either the Faculty of Environmental Studies or the~~ Faculty of Education does not use all of their allotted positions, they will not be transferable to, nor can they be borrowed by, other Faculties.

Remainder of Article 10.01.1 stays as is.

b) 10.05 TECHNOLOGY AND INSTRUCTION

Amend the existing Article 10.05 as follows:~~10.05.1i) — No member shall be required, as part of the duties of a position, to conduct communication with students and/or colleagues in a course through email unless specifically required for the proper instruction of the subject matter of the course.~~

~~10.05.1ii) — Where email communication is not required for the proper instruction of the course, and the employee agrees to conduct email communication, the employee shall determine to what extent email responses are to be provided and shall provide an email contact address.~~

~~10.05.2i) — Where communication and the dissemination of information are deemed indispensable to the normal functioning of the faculty councils or departments/divisions (e.g., the scheduling of Senate, Council, departmental and/or course meetings), hard copy versions of this information shall be posted and readily accessible to all CUPE members of the appropriate body.~~

10.05.2i) Once an employee has been appointed to a course director position for a particular session she will not be required to convert that course to an alternate mode of delivery.

10.05.2ii) Where on-line applications are required for internal bursaries, scholarships or awards administered by the Faculty of Graduate Studies, hard copy versions of these application forms will be made available to the union at their request on behalf of specific CUPE 3903 employees for whom on-line access is not reasonably available. No Unit 1 employee's application will be rendered ineligible owing to difficulties with internal electronic applications.

~~10.05.3 — Unless specifically required for the proper instruction of a course (e.g., in a computer skills or Internet course), course directors and tutorial leaders shall have the right to refuse technology in their courses.~~

Remainder of 10.05 stays as is, renumbered to reflect removal of 10.05.3.

PROPOSAL #2 Article 13.07 – Student Evaluations

Amend 13.07.1 as follows:

13.07.1 ~~The results of any student evaluations conducted by the employer and over which the employer retains sole jurisdiction, shall not be made available to third parties except in~~

October 16, 2017

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

~~the performance of their duties and in accordance with the terms of this collective agreement. The results of the University's common set of course evaluation questions may be made available to students but shall not otherwise be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement.~~ Per Article 12.24 such evaluations, or a summary of, may also be placed in an employee's Professional Performance and Service File with the employee's written agreement.

PROPOSAL # 3 APPENDIX "B" TA OFFER OF APPOINTMENT

Amend ~~the following paragraph of~~ existing Appendix "B" as follows:

If you accept this offer of appointment, please complete, sign, and- return the attached copy of this form to me within five days.

PROPOSAL # 4 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. Drafting would also need to reflect Course Directors rights under 10.03(b).

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

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. 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.

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:

- (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 (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 (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)

Note: 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.

(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).

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):

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

October 16, 2017

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

(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