

**IN THE MATTER OF COLLECTIVE BARGAINING NEGOTIATIONS FOR A  
RENEWAL COLLECTIVE AGREEMENT FOR UNIT 2**

**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 2**

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 the language/issue referred to interest arbitration otherwise per clause c below if the Union elects to do so;
  - c. any other changes or additions arising out of any and all of the outstanding Unit 2 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. For the 2017/2018 year, the Office of the Vice President Academic and Provost shall make at least two recommendations under 23.04(ii) to the full time faculty in the professorial or alternate stream.
  - e. An immediate 2.1% increase including the payment of that increase retroactive to September 1, 2017 for all salary rates in 10.4 and authorized replacement rates in 15.03.1. 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.
  - f. 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".
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 11:59 pm 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 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:

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## **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.

## **Appendix B**

### **YORK UNIVERSITY AND CUPE 3903 UNIT 2 RETURN TO WORK PROTOCOL**

1. There will be no discrimination, reprisals or penalties of any kind against any bargaining Unit 2 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 received compensation for work performed up to March 4, 2018, the day before the strike started, in their regular pay on March 25th.
5. Provided that the strike ends by no later than Monday, 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. Any dispute regarding the interpretation of this protocol shall be referred to the grievance procedures provided in the collective agreement, beginning with step 4.
7. 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.
8. 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


*(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** \_\_\_\_\_