

**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 shall consist of the expired collective agreement as amended by the initialed changes and additions agreed upon to date that are applicable to Unit 2, together with the following:
 - a. The language set out in the attached Appendix A;
 - b. any changes or additions to the collective agreement in respect of the issues set out in Appendix B to this Settlement, to be remitted to interest arbitration for a final determination for inclusion in the Collective Agreement as may be awarded by an Interest Arbitrator. The Arbitrator shall be agreed upon by the Parties or, failing agreement, appointed by Arbitrator Kevin Burkett. The Arbitrator shall 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 C or D "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 C and further agree to make best efforts to facilitate the return to normal University operations.
6. In the event this settlement is taken for a vote amongst the membership covered by this Collective Agreement at a GMM and the attendees ratify this offer by no later than 11:59 pm on June 4, 2018, then the Employer will instead implement the Return to Work Protocol attached hereto as Appendix D.

Dated in Toronto on June _____ 2018

For the Union:

For the Employer:

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Appendix A

Proposal 24 Sexual Violence Survivor Support

For the contract year September 1, 2018/2019, the Employer will provide to CUPE 3903's Trans Feminist Action Caucus a total amount of \$50,000.00 to assist TFAC's ongoing support of survivors of sexual and/or gender-based violence.

The issue of the most appropriate approach, administration and the amount of any such funds going forward will be referred to interest arbitration.

Proposal 3 - Contribution of \$50,000 towards operational cost of child care in each year of contract

The Employer agrees to contribute annually to operating costs of the Student Centre Childcare facility. In each year of the collective agreement, the amount allocated shall be \$50,000. By September 30 of each academic year the Employer will allocate \$50,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. Any remaining amount from the subsidies that goes unused shall be reallocated towards operational costs of the Student Centre Childcare facility. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.

By September 30 of each academic year the Employer will allocate \$50,000 to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.

Proposal 4 - Joint Committee on childcare at Glendon and Markham

York will form a committee comprised of all interested parties to discuss and investigate the feasibility and need of childcare facilities at Glendon and Markham Campuses. This committee will be formed in consultation with CUPE 3903.

Proposal 107 – Professional development Fund \$137,000

Effective September 1, 2018, the employer agrees to contribute \$137,000 per contract year to the Professional Development Fund.

Proposal 1(b) – Vacation Pay

Amend Unit 2 10.08

All members of the bargaining unit shall be entitled to an additional percentage of their salary as vacation pay. For those employees who have less than five years of cumulative service, vacation pay shall be 4%. For those who have five or more cumulative years of service they will receive vacation pay of 6%. Vacation pay shall be calculated, identified separately, and included as part of an employee's regular monthly salary payment unless the employee request in writing at the time she is appointed that her vacation pay be included in the last regular monthly salary payment.

Proposal 5 – Childcare Fund

Amend Unit 2 15.12.4:

A Childcare Fund in the amount of \$260,000 will be made available in each of 2018-2019 and 2019-2020. Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

Proposal 6 Extended Health Benefits

Amend Unit 2 15.28:

On each of September 1, 2018 and September 1, 2019, the Employer will provide to CUPE 3903 a total amount of \$220,000 to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

Proposal 12 – Post Retirement benefits

Amend Unit 2 15.26:

The Employer agrees to provide post-retirement benefits coverage for Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement, in the form of a retiree health care spending account as follows:

- a) each retiree's health care spending account will have an annual limit of \$1800;
- b) the total annual Employer contribution to cover post-retirement benefits over the term of this collective agreement is a maximum of \$100,000 in each academic year.

Any unspent portion of the Employer's annual contribution will be carried forward to the next year.

Proposal 20 – Parking and Transportation

Amend by adding to Unit 2 15.05:

When an employee is appointed or assigned duties at a place of work other than a York University campus, the employee shall be reimbursed for the parking costs associated with that place of work

during the hours of the assigned duties that are in excess of the cost of the standard York Lanes day rate.

Proposal 83 – Equity hiring for new courses

Amend 12.04(2):

12.04(2) (ii) Save and except for courses taught under 12.21, when a position is being posted in the hiring unit for the first time, priority will be given to applicants with the most applicable prior experience that meet the Required and/or Preferred qualifications as posted and who are members of one of the five employment equity seeking groups otherwise underrepresented in the hiring unit for bargaining unit work using the process and definition of intersectionality established in 5.03.

Appendix B

The following issues are to be remitted to interest arbitration for a final determination for inclusion in the applicable collective agreement as determined by the Arbitrator. Proposals Numbers refer to the Union Proposal of April 16, 2018 attached as Appendix E.

Proposal 1 – Wages (Article 10.04)

Proposal 7 – Dental (Article 10.11)

Proposal 8 – Vision Care (Article 10.14)

Proposal 9 - Paramedical

Proposal 16 - LTD (Article 10.12)

Proposal 17 - Paid Maternity Leave (Article 17.06)

Proposal 94 - Accommodation Procedure (Article 4.01)

Proposal 110 – Health and safety (Article 15.02)

Proposal 50 – Authorized replacements (Article 15.03)

Proposal 60 – Nursing specific qualifications (Article 11.01)

Proposal 65 - conversions (Article 24)

Proposal 70 – Long Service Teaching Appointments (LSTA) (Article 23.)

Proposal 72 – Special Renewable Contracts (SRC) (Article 24.)

Proposal 74 – Qualifications (Article 11.01)

Proposal 108 – Nursing specific class sizes (Article 16)

Proposal 63 – Continuing Sessional Standing Program (CSSP) (Article 12.01)

Employer Proposal Article – Technology and Instruction (Article 10.05)

APPENDIX C

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. Employees in the bargaining unit who confirm in writing that they are available to return to work and who act in accordance with paragraph 3 above will receive pay for any work required to complete Winter 2018 courses in accordance with paragraph 3 above up to 100% of the regular pay. The amounts paid will be prorated based upon the amount work required to complete the Winter 2018 course(s) and will be dependent on both the amount of outstanding work to achieve remediation and the remaining student enrolment in the course. The assignment and assessment will be made using the attached Remediation Work Form. The payments for such work will be made upon completion as soon as necessary payroll system adjustments can be prepared. For those who return in accordance with the above, the University will forthwith, as soon as is practicable, provide 40% of all wages (less statutory deductions not including union dues) that would have been earned completing the Winter term. This amount shall be an advance against any remediation earnings and shall be guaranteed for all regardless of remediation required.
6. Any dispute regarding the interpretation of this protocol or the payment for remediation work shall be referred to the Interest Arbitrator who may establish a procedure and/or assign another arbitrator(s) to establish a procedure for expedited resolution.
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. In

the event the members ratify the Agreement by June 3, 2018 the Employer will make reasonable efforts to establish a late summer term where there is adequate student enrolment so as to create opportunities for some Unit 2 employment prior to September 2018. Unit 2 members who have not completed or established an approved remediation plan for outstanding Winter 2018 course(s) will not be eligible for Summer Term assignments.

8. Any dispute regarding the interpretation of this protocol will be placed before the Interest Arbitrator or such arbitrator or procedure as the interest arbitrator may establish pursuant to paragraph 6 above.

CUPE 3903 Unit 2

Remediation Work Form

Teaching Assistants and contract faculty are required to submit a Remediation Work Form to assess their entitlement to remuneration for the completion of any Winter Term course. Submission of the Form is not required otherwise.

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

- The number of students previously enrolled.
- The number of students currently enrolled and still 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.

Course: _____

Student Enrolment (previous):

Student Enrolment (current and requiring remediation):

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** _____

APPENDIX D

YORK UNIVERSITY AND CUPE 3903 UNIT 2 RETURN TO WORK PROTOCOL

Void if not Ratified by 11:59PM on June 4, 2018

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, June 5, 2018 then employees in the bargaining unit who confirm in writing that they are available to return to work on June 5, 2018 and who act in accordance with paragraph 3 above will receive pay for any work required to complete Winter 2018 courses in accordance with paragraph 3 above up to 100% of the regular pay. The amounts paid will be prorated based upon the amount work required to complete the Winter 2018 course(s) and will be dependent on both the amount of outstanding work to achieve remediation and the remaining student enrolment in the course. The assignment and assessment will be made using the attached Remediation Work Form. The payments for such work will be made upon completion as soon as necessary payroll system adjustments can be prepared. For those who return in accordance with the above by no later than June 5, 2018, the University will forthwith, as soon as is practicable, provide 60% of all wages (less statutory deductions not including union dues) that would have been earned completing the Winter Term. This amount shall be an advance against any remediation earnings and shall be guaranteed for all regardless of remediation required.
6. Any dispute regarding the interpretation of this protocol or the payment for remediation work shall be referred to the Interest Arbitrator who may establish a procedure and/or assign another arbitrator(s) to establish a procedure for expedited resolution.
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. In the event the members ratify the Agreement by June 4, 2018 the Employer will make reasonable efforts to establish a late summer term where there is adequate student enrolment so as to create opportunities for some Unit 2 employment prior to September 2018. Unit 2 members who have not completed or established an approved remediation plan for outstanding Winter 2018 course(s) will not be eligible for Summer Term assignments.

8. Any dispute regarding the interpretation of this protocol will be placed before the Interest Arbitrator or such arbitrator or procedure as the interest arbitrator may establish pursuant to paragraph 6 above.

APPENDIX E

CUPE 3903 Proposal Package as of April 16th