

**IN THE MATTER OF COLLECTIVE BARGAINING NEGOTIATIONS FOR A  
RENEWAL COLLECTIVE AGREEMENT FOR UNIT 3**

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 3**

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 3, 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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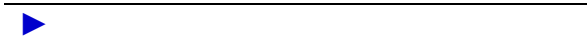


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## **Appendix A**

### ***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 3 10.04***

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 3 15.09:***

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 3 22:***

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 20 – Parking and Transportation***

***Amend by adding to Unit 3 1.07:***

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.

## **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 10.02)**

**Proposal 7 – Dental (Article 10.10)**

**Proposal 8 – Vision Care (10.10)**

**Proposal 9 - Paramedical**

**Proposal 16 - LTD**

**Proposal 17 - Paid Maternity Leave (Article 16.08)**

**Proposal 94 - Accommodation Procedure**

**Proposal 110 – Health and safety (Article 11.03)**

**Proposal 35 - Minimum Guarantee/Fellowship Model**

**Proposal 42 – GA Summer Assistance (Article 10.09)**

**Proposal 48 – GA Employment and Protocol**

**Unit 3 Letter of Intent 1**

**Employer Proposal – Technology (Article 15.08)**

## APPENDIX C

### YORK UNIVERSITY AND CUPE 3903 UNIT 3 RETURN TO WORK PROTOCOL

1. There will be no discrimination, reprisals or penalties of any kind against any bargaining Unit 3 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. As established and agreed upon by the Principal Investigator / supervisor, Unit 3 employees who had Winter 2018 contracts will return and undertake such activities as may required to complete tasks and/or projects making up the original assigned work of the graduate assistantship.
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 had a Winter 2018 contract and who confirm in writing that they are available to return to work will be returned to work (if such work is still available under paragraph 3 above) and will then be compensated up to 100% of the original graduate assistantship contract amount based upon the regular pay. Upon return to work, supervisors shall call a meeting to discuss the remaining Winter Term 2018 workload in the context of Appendix D – Graduate Assistant Workload Form, making any required adjustments for the fulfillment of the duties of the assignment. The number of hours required for the fulfillment of duties of the assignment will be recorded on the attached Work Completion Form, which will be submitted for remuneration once the remaining work has been completed.
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 term. 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 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 3**

**Work Completion Form**

Graduate assistants are required to submit a Work Completion Form to receive remuneration for work to complete the graduate assistantship.

Please provide the total number of hours required to complete remaining assignments and tasks, with a breakdown using the following table:

<b>Activity</b>	<b>Hours</b>




(You may include the requested information on a separate, attached sheet) I declare that the information included with this Work Completion Form is as accurate as I can practicably determine.

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

**PHONE AND/OR E-MAIL** \_\_\_\_\_

**SIGNATURE OF SUPERVISOR**

\_\_\_\_\_ **DATE** \_\_\_\_\_

## APPENDIX D

### YORK UNIVERSITY AND CUPE 3903 UNIT 3 RETURN TO WORK PROTOCOL

1. There will be no discrimination, reprisals or penalties of any kind against any bargaining Unit 3 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. As established and agreed upon by the Principal Investigator / supervisor, Unit 3 employees who had Winter 2018 contracts will return and undertake such activities as may required to complete tasks and/or projects making up the original assigned work of the graduate assistantship.
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 4, 2018 then employees in the bargaining unit who had a Winter 2018 contract and who confirm in writing that they are available to return to work on June 4, 2018 will be returned to work (if such work is still available under paragraph 3 above) and will then be compensated up to 100% of the original graduate assistantship contract amount based upon the regular pay. Upon return to work, supervisors shall call a meeting to discuss the remaining Winter Term 2018 workload in the context of Appendix D – Graduate Assistant Workload Form, making any required adjustments for the fulfillment of the duties of the assignment. The number of hours required for the fulfillment of duties of the assignment will be recorded on the attached Work Completion Form, which will be submitted for remuneration once the remaining work has been completed. 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 term. 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 will be placed before the Interest Arbitrator or such arbitrator or procedure as the interest arbitrator may establish pursuant to paragraph 6 above.