

**IN THE MATTER OF COLLECTIVE BARGAINING NEGOTIATIONS FOR A  
RENEWAL COLLECTIVE AGREEMENT FOR UNIT 1**

**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 1**

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 1, together with the following:
4. The language set out in the attached Appendix A;
5. 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 "Return to Work Protocol".

6. 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.
7. 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 6, 2018, 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.

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      Amend 10.04.1, 15.04.1 (Wage Rates)**

Increase salary rates in 10.4.1 and authorized replacement rates in 15.04.1 by 2.1% effective September 1, 2017, by 2.2% September 1, 2018 and by 2.3% September 1, 2019.

**Proposal 47 - Minimum Guarantee/Fellowship Model**

**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 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 month period, PhD 1 students are eligible for the minimum guarantee in their first year. In accordance with Article 12, incoming PhD students will have priority over Master’s students in the assignment of available teaching assistantships.

(i) The minimum guarantee may be in the form of scholarships (excluding York Entrance Scholarships), fellowships (e.g., the York Graduate Fellowship), 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.

(i) 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).

- (ii) 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.

(iii) 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, GA/RA 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. Once informed of how the minimum guarantee will be met under this provision, any other scholarship, fellowship, research assistantship or employment income from York will be in addition to the minimum guarantee save and except for major scholarships (i.e. awards over \$5,500) and / or awards for which the University provides matching funds as set out in a list on the FGS website which may be offset against the York Fellowship.

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.

E. Where a member in the priority pool has the minimum guarantee component of their funding package satisfied by the York Fellowship this funding will be divided into 3 equal installments paid in each term in which they are registered full time and are paying fees. Members whose minimum guarantee component is met by the Fellowship may indicate in writing to FGS by no later than August 10th the election to receive the full amount of the minimum guarantee funding in four equal

installments in the next Summer Term from May through August. Funding deposited to student accounts under A(i) above is not subject to 11.04 if the member chooses to receive the amount of the Fellowship in 3 equal installments posted directly to their student account. All PhD students in the priority pool shall be notified of the option to receive payments in the summer months as a part of the Teaching Assistantship – Letter of Appointment. No member of the bargaining unit will be deemed to have waived their right to the Minimum Guarantee until a Union representative and the member have signed an agreement with the Employer stating an intention to do so.

***Proposal 1(b) – Vacation Pay***

***Amend Unit 1 10.09***

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 1 15.13.4:***

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 15.26:***

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 1 15.06:***

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 104 – Unit 1 Research Cost Fund***

***Amend Unit 1 15.15:***

The employer shall maintain a fund to defray research costs incurred by full time graduate students who hold or have held a position in the bargaining unit. Effective September 1, 2018, the amount allocated to the fund shall be \$110,000 per contract year. Any unexpended monies shall be retained in the fund. All research costs grants shall be in varying amounts up to \$1,600 per academic year.

The Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the Union, one full-time faculty member selected by the Employer and the Dean of Graduate Studies or designate, using criteria and procedures approved by the labour/management committee.. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.

## **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 7 – Dental (Article 10.14)**

**Proposal 8 – Vision Care (Article 10.17)**

**Proposal 9 -- Paramedical**

**Proposal 16 – LTD (Article 10.15)**

**Proposal 17 – Paid Maternity Leave (Article 17.06)**

**Proposal 94 – Accommodation Procedure**

**Proposal 110 – Health and safety (Article 15.02)**

**Proposal 50 – Authorized replacements (Article 15.04)**

**Proposal 47 Letter of Agreement 14: Unit 1 Masters Students, Unit 1 Letter of Intent 6 / Unit 3 Letter of Intent 1**

**Proposal 91 – 2-year priority pool extension on code-based grounds (Article 12.03.2/15.10)**

**Employer Proposal – Course Directors / Tickets (Article 10.01)**

**Employer Proposal – Technology and Instruction (Article 10.05)**

## APPENDIX C

### YORK UNIVERSITY AND CUPE 3903 UNIT 1 RETURN TO WORK PROTOCOL

1. There will be no discrimination, reprisals or penalties of any kind against any bargaining Unit 1 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.

Should any CUPE 3903 bargaining unit employee be subject to discipline as an employee flowing from their conduct during the strike, this discipline may be grieved under the Collective Agreement. For any undergraduate student or other University employee subject to discipline under University Policy flowing out of their conduct during the strike in support of the Union, this discipline may be subject to a review on a standard and process established by the Interest Arbitrator.

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 Thursday, June 7, 2018 then employees in the bargaining unit who confirm in writing that they are available to return to work on June 7, 2018 and who act in accordance with paragraph 3 above will receive pay for any work required to complete Fall/Winter and 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 7, 2018, the University will forthwith, as soon as is practicable, provide 65% 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. Upon return to work, course supervisors shall call a meeting to discuss employee workload for the remainder of the term in the context of the already completed TA Workload Form – Assignment of Duties to Teaching Assistants (Appendix A of the collective agreement), making any required adjustments within the allotted hours of the assignment. The allotted hours for the completion of the course will be recorded on the Remediation Workload form.
7. The Employer will not charge interest on tuition payments incurred as a result of payments missed during the strike.
8. 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 6, 2018 the Employer will make reasonable efforts to establish a late summer term and where there is adequate student enrolment will consider if there may be teaching assistant opportunities for some Unit 1 employment prior to September 2018. Unit 1 members must commit, in writing, to completing a remediation form for outstanding Fall/Winter and Winter 2018 course(s) so as to be eligible for Summer Term assignments.
9. 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.

## CUPE 3903 Unit 1

### Remediation Work Form

Teaching Assistants and Course Directors 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**

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** \_\_\_\_\_