**FORMATTING LEGEND:**

* Normal Font = Current CA Language
* **Bold Underlined = Our New Proposed Language**
* Green Highlighted = Employer Language That We Agree To
* Yellow Highlighted = Our Language That Modifies Employer Language
* Blue Highlighted = CA Language That Has Been Relocated
* Pink Highlighted = Monetary items (amounts) yet to be determined in bargaining
* [...] = Indicates parts of an article that are being skipped/left unchanged

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**ARTICLE 10 – POSITIONS, ~~AND RATES OF PAY~~, WORKLOAD AND REMUNERATION**

**10.01 Positions**

10.01.1 The parties recognize that the employer wishes to provide teaching opportunities for full-time graduate students~~.~~…

10.01.2 In such circumstances where full-time graduate students are appointed to course directorship positions originally posted in Unit 2 and for which there were no suitably qualified and available Unit 2 applicants,…

10.01.3 The employer shall provide the union with a list of the appointees and the courses to which they are appointed by 31 October, 1 March, and 30 June of each year ~~and by similarly reasonable dates in other sessions~~. Included with the list will be a report on the number of applicants and the number of appointees who self-identified as a member of one or more of the designated employment equity groups, a copy of which will be provided to the CUPE 3903 Equity Officer and the Joint Labour Management Committee.

10.01.4 For all employees appointed as course directors in Unit 1 for the first time, including those appointed to positions originally posted in Unit 2, the employer shall provide, at their request, the assistance of a marker/grader at….

10.01.5 BRIDGE

Experience gained for appointments held while a full-time graduate student employee in Unit 1 shall count as applicable prior experience, as defined in Article 12.02.2 in the Unit 2 collective agreement, towards appointments in Unit 2~~.~~….

**10.02 Workload**

…

10.02.4

Since the course supervisor is primarily responsible for assigning reasonable duties and responsibilities, allocating sufficient hours, and ensuring that the assigned duties and responsibilities of the assistantship can be completed within the time allocated:

(i) As soon as possible after the start of the appointment, and, normally, no later than the end of September, the course supervisor shall assign and discuss the duties and responsibilities and the reasonable pacing of the work assigned, including provide to the teaching assistant important course dates (such as assignment due dates and dates of tests and exams) which correspond to centralized administrative deadlines (such as the final date for submitting grades), taking into consideration the normal sessional fluctuation and patterns of work, of the appointment, in as much detail as practicable, with the teaching assistant. **As part of the discussion of the duties and responsibilities of the teaching assistant, the course supervisor and the teaching assistant shall discuss how important course dates (such as assignment due dates and dates of tests and exams) correspond to centralized administrative deadlines (such as the final date for submitting grades). The course supervisor and teaching assistant will agree upon a reasonable pacing of work that allows, where not in conflict with centralized administrative deadlines, for a minimum turnaround time of fourteen (14) calendar days from the date that a teaching assistant receives an assignment (or a date of a test or exam) and the teaching assistant’s grading deadline.** ~~This discussion,~~ **The discussion of duties and responsibilities**, including the allocation of time for the various duties and responsibilities, shall be confirmed in writing to the teaching assistant by the course supervisor with a copy to the hiring unit Chair and to the union within fourteen (14) calendar days of the meeting. This written confirmation shall hereafter be referred to as the Workload Form.

[...]

10.02.7

Where not in conflict with centralized administrative deadlines\*, such as the final date for submitting grades, **Unit 1 employees will have a minimum turnaround time of fourteen (14) calendar days from the date an assignment is received to the date of the grading deadline. Similarly, Unit 1 employees will have a minimum turnaround time of fourteen (14) calendar days from the date of a test or exam to the date of the grading deadline.** Unit 1 employees will not be required to fulfill marking/grading obligations for a period offive calendar days immediately prior to a dissertation or thesis (or major paper equivalent) defense, or a major paper deadline in a graduate course or a comprehensive examination or the equivalent degree requirement in programs not requiring comprehensive examinations or presentation at academic conferences Further, where not in conflict with centralized administrative deadlines, Unit 1 employees will not be required to submit grades for a period of three days immediately following the fore noted events/activities It is understood that it is the responsibility of the employee to notify the hiring unit of their intention to exercise this entitlement.

**10.03.1 REMUNERATION**

A teaching assistant shall be paid the base salary at the rates set out in Article 10.**03.3** for any teaching assistantships or fractional teaching assistantships beyond the first full teaching assistantship in each twelve-month period. **In addition to the base salary for a teaching assistantship (as articulated in Article 10.03.3), the total remuneration for members of Unit 1 consists of multiple components, including the Teaching Assistant Salary, Grant-in-Aid, Graduate Financial Assistance, the York Graduate Fellowship (per the Letter of Agreement “Additional Funding for Priority Pool Members”), International Tuition Offset (for members who pay international tuition fees, per Letter of Intent 6), or any other graduate funding commitments.**

…

**10.03.3 SALARY RATES**

Full Teaching Assistantship: Sept.1, 2020 – $16,088

Sept.1, 2021 – $16,249

Sept.1, 2022 – $16,411

[...]

**10.03.4 SALARY ADJUSTMENTS**

[...]

**10.03.5 VACATION PAY**

[...]

**10.03.6 GRANT-IN-AID**

**Grant-in-Aid is a non-taxable funding source that supplements the base salary of a teaching assistantship.** Grant-In-Aid ~~applies~~ is provided only ~~to~~ for the first full teaching assistantship (or to fractional teaching assistantships to the total of a first full teaching assistantship) as defined in Article **10.~~02~~1.2~~.1~~** during each 1 September to 31 August twelve-month period. In the case of a fractional teaching assistantship, the value of the ~~grant-in-aid~~ Grant-In-Aid need not be paid to computer centre advisors unless the position is being used to fulfil the employer’s priority pool obligations to the individual. Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies shall post the Grant-~~in~~In-Aid monies to a student’s account by no later than the 25th of every month while the student holds the teaching assistantship. **It is understood that Grant-in-Aid is prorated for any position less than a full Teaching Assistantship.**

**Effective September 1, 2020 for the first full teaching assistantship in each twelve-month period a Grant-in-Aid shall be added to the remuneration so that the total base salary (articulated above in Article 10.03.3) plus grant-in-aid for a full teaching assistantship is $16,731.**

**Effective September 1, 2021 for the first full teaching assistantship in each twelve-month period a Grant-in-Aid shall be added to the remuneration so that the total base salary (articulated above in Article 10.03.3) plus Grant-in-Aid for a full teaching assistantship is $17,567.**

**Effective September 1, 2022 for the first full teaching assistantship in each twelve-month period a Grant-in-Aid shall be added to the remuneration so that the total base salary (articulated above in Article 10.03.3) plus Grant-in-Aid for a full teaching assistantship is $18,445.**

**Effective September 1, 2023 for the first full teaching assistantship in each twelve-month period a Grant-in-Aid shall be added to the remuneration so that the total base salary (articulated above in Article 10.03.3) plus Grant-in-Aid for a full teaching assistantship is $19,736.**

**Effective September 1, 2024 for the first full teaching assistantship in each twelve-month period a Grant-in-Aid shall be added to the remuneration so that the total base salary (articulated above in Article 10.03.3) plus Grant-in-Aid for a full teaching assistantship is $21,117.**

**Effective September 1, 2025 (and every year thereafter) for the first full teaching assistantship in each twelve-month period a Grant-in-Aid shall be added to the remuneration so that the total base salary (articulated above in Article 10.03.3) plus Grant-in-Aid for a full teaching assistantship is $22,173 (or reflective of the previous year’s pay rate plus an increase equal to the CPI of the GTA or 5%, whichever is higher).**

Should a teaching assistant be the recipient of a scholarship or fellowship that limits additional grant or total income to a level below that earned in salary and ~~grant-in-aid~~ **Grant-in-Aid** by the teaching assistant, the employer shall, at the employee’s request, reduce the amount of ~~grant-in-aid~~ Grant-In-Aid in order that the employee may retain the full amount of the scholarship or fellowship. However, the salary portion of the teaching assistantship shall not be reduced.

Where a course directorship **or writing instructor** is assigned, ~~TA Financial Support~~ **remuneration for members of Unit 1** does not include Grant-In-Aid. For clarity, if the ~~rate~~ value of a teaching assistantship ~~including~~ consisting of two Tutor 1 positions and Grant-In-Aid is $14,000 and the rate of a course directorship is $16,000, the additional guaranteed funding for Priority Pool members set out in the Letter of Agreement will be in addition to the course directorship rate and not in addition to the value of the teaching assistantship ~~rate~~ such that if the total amount based on the teaching assistantship ~~rate~~ is $20,000the total amount for Priority Pool members with a course directorship will be $22,000. **(Updated numbers that reflect ongoing monetary negotiations TBD).**

Individuals who are:

(a) in the priority pool; and

(b) hold a summer half teaching assistantship; and

(c) can reasonably expect to be offered a teaching assistantship in the f/w academic session can elect to bank the summer portion of their salary supplement and grant-in-aid and receive them in the subsequent fall/winter academic session.

For a fuller explanation of how teaching assistant pay is configured refer to Appendix G: “Remuneration for Teaching Assistants”

**10.03.7 GRADUATE FINANCIAL ASSISTANCE**

**Graduate Financial Assistance is non-taxable financial assistance for graduate students. The amount differs for graduate student employees paying international tuition fees and graduate student employees paying domestic tuition fees. The amount also differs depending on a student’s year of study.**

**(i) *Graduate Student Employees Paying International Tuition Fees***

Beginning September 1, 2015, all members of the bargaining unit ~~who are~~

~~visa students~~ shall receive for each term in which they are registered full time

and pay international tuition fees $1085 per term Effective the 2017‑18 contract year, this amount will be increased to $1108, in the 2018‑19 contract year to $1132, and in the 2019‑20 contract year to $1158 In the 2020‑2021 contract year this amount will be increased to $1,170; in the 2021‑2022 contract year to $1,182 and in

the 2022‑2023 contract year to $1,194. Beginning September 1, 2015 ~~visa~~

~~students~~ in the second year of the priority pool or a later year in the priority

pool will receive in each term for which they are registered and pay international tuition fees $1295 per term Effective the 2017‑18 contract year, this amount will be increased to $1322, in the 2018‑19 contract year to $1351, and in the 2019‑20 contract year to $1382 In the 2020‑2021 contract year this amount will be increased to $1396; in the 2021‑2022 contract year to $1410 and in the 2022‑2023 contact

year to $1424.

**(ii)**  ***Graduate Student Employees Paying Domestic Tuition Fees***

Beginning September 1, 2016 all other members of the bargaining unit shall receive for each term in which they are registered full‑time and pay domestic tuition fees $649 per term Effective the 2017‑18 contract year, this amount will be increased to $663, in the 2018‑19 contract year to $678, and in the 2019‑20 contract year to $694 In the 2020‑2021 contract year this amount will be increased to $701; in the 2021‑2022 contract year to $708 an in the 2022‑2023 contract year to $715 Beginning September 1, 2016 all other members of the bargaining unit in the second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full‑time and pay domestic tuition fees $814 per term Effective the 2017‑18 contract year this amount will be increased to $831, in the 2018‑19 contract year to $849, and in the 2019‑20 contract year to $869 In the 2020‑21 contract year this amount will be increased to $878; in the 2021‑2022 contract year to $887 and in the 2022‑2023 contract year to $896.

**(For (i) and (ii) above, updated numbers that reflect ongoing monetary negotiations TBD).**

[...]

**12.03 PRIORITY POOL**

(i) Priority in the allocation of available teaching assistantships shall be given to full‑time Ph.D. students who, at the time of hiring, have held one teaching assistantship or portion thereof, whether as a Masters student or as a Ph.D. student, but not more than five full teaching assistantships as a Ph.D. student. Priority shall be granted for no more than one full teaching assistantship in a twelve‑month period; possible exceptions are noted below. Teaching assistantship appointments shall be counted as part of an individual’s Priority Pool entitlement in proportion to a full teaching assistantship as defined in Article 10 02 1, to a maximum of one full teaching assistantship in any academic year.

NOTE: Priority per (i) entitles a qualified full‑time Ph.D. student to a maximum of one full teaching assistantship (subject to availability) in each of up to six years while a full‑time Ph.D. student, provided that the student is successful in obtaining an initial teaching assistantship. Any teaching assistantship(s) held while a Masters student will not reduce the priority while a Ph.D. student. Such priority is subject to (ii) and (iii) below.

(ii) Where the performance of another type of assistantship having a value at least equivalent to a full teaching assistantship is accepted by the student, or is a part of the student’s academic program, or is required of the student by the program for other academic reasons, the above priorities may not apply.

(iii) Students whose total income from fellowships and/or scholarships is equal to or greater than ~~the value of a full Ontario Graduate Scholarship~~ **$50,000** and who are within the priority pool described above shall be allocated at least one‑half of a full teaching assistantship or equivalent.

**(iv) Members cannot be removed from the priority pool or from the bargaining unit by virtue of accepting an award, whether a York University scholarship (such as the Susan Mann Dissertation Scholarship or the Provost Dissertation Scholarship) or a major external award. No award administered by York University may require, as per the award’s terms and conditions or any other condition of accepting the award, a member to relinquish their membership in the bargaining unit, their priority pool status, or their status as a full-time student.**

[...]

**ARTICLE 14 ACADEMIC FREEDOM**

14.01

(i) All employees who are primarily responsible for the content and/or presentation of a course shall be accorded academic freedom in the design, shaping of course content, methodology, and/or presentation of that course **(including the mode of delivery of the course)**. All other employees shall be accorded academic freedom as appropriate to the position held and its duties and responsibilities. **Where it is not specifically mandated by the format of a course, a member has the right to determine the mode of delivery of their other duties (including, but not limited to, office hours).**

[...]

**ARTICLE 15 GENERAL**

15.23  **Intellectual Property**

Members are entitled to receive full and proper acknowledgement for their contribution to original research and other creative output in accordance with the Faculty of Graduate Studies Intellectual Property Policy. **Examples of “other creative output” include, but are not limited to, slide presentations (e.g., PowerPoint, Google Slides), multimedia educational content, textual, visual, video, and/or audio-based teaching materials.**

[...]

# 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 **(up to and including members in the first six years of a PhD program, through the final appointment granted as part of priority pool status)**;
* 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 **only** major external scholarships **valued at $50,000 per year or more)** not greater than the priority pool entitlement plus $5000 for 2008-2009, 2009-2010 and 2010-2011 [see 12.03.1(iii)]. **~~plus $5384 for 2022-2023, plus $7500 for 2023-2024 (and increased every year thereafter by 5% or the CPI for the GTA measured between the 12-month period between July and July, whichever is greater);~~****~~plus $8,467 for 2022-2023 for members of the bargaining unit in the priority pool who are visa students~~**~~;~~ **~~plus $14,250 for 2023-2024 for members of the bargaining unit in the priority pool who are visa students (and increased every year thereafter by 5% or the CPI for the GTA measured between the 12-month period between July and July, whichever is greater).~~**
* 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.

(i) **The minimum guarantee is an amount of extra funding above the priority pool entitlement over the 12-month period.** The minimum guarantee will be $5000 in 2008-09; 2009-10; and 2010-11; **$5384 for 2022-2023; $7500 for 2023-2024 (and increased every year thereafter by 5% or the CPI for the GTA measured between the 12-month period between July and July, whichever is greater);** **$8,467 for 2022-2023 for members of the bargaining unit in the priority pool who paying international tuition fees**; **$14,250 for 2023-2024 for members of the bargaining unit in the priority pool who are paying international tuition fees (and increased every year thereafter by 5% or the CPI for the GTA measured between the 12-month period between July and July, whichever is greater).**~~of extra funding above the priority pool entitlement over the 12-month period.~~

Such funding may be in the form of scholarships (excluding York Entrance Scholarships), fellowships, assistantships, (eg. 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 **nor shall internal or external awards (e.g., Ontario Graduate Scholarship, Tri-Council awards, etc.) unless they are valued at $50,000 per year or more**.

(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.

(iii) 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).

(iv) 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**, $7500 for 2023-2024 (and increased every year thereafter by 5% or the CPI for the GTA measured between the 12-month period between July and July, whichever is greater);**  **$8,467 for 2022-2023 for members of the bargaining unit in the priority pool who are visa students**; **$14,250 for 2023-2024 for members of the bargaining unit in the priority pool who are visa students (and increased every year thereafter by 5% or the CPI for the GTA measured between the 12-month period between July and July, whichever is greater)** – 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. **By no later than September 1, 2023 except as otherwise provided in the Collective Agreement all GAships for the purpose of satisfying the Minimum Guarantee ($7500 beginning in September 2023 [and increased every year thereafter by 5% or the CPI for the GTA measured between the 12-month period between July and July, whichever is greater]; $8,467 for 2022-2023 for members of the bargaining unit in the priority pool who are visa students**; **$14,250 for 2023-2024 for members of the bargaining unit in the priority pool who are visa students [and increased every year thereafter by 5% or the CPI for the GTA measured between the 12-month period between July and July, whichever is greater]) 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.

(v) 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 scholarships of ~~$5,000~~ **$50,000** or more (or the matching fund portion of the scholarship from the University) 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 they 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 may be reduced by the University for amounts owing for 60 days or more without the authorization of the individual. 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.

[...]

# **Letter of Intent 11: OFFSET**

The parties agree that any across-the-board increase**s** **(**in the salary/wage rates, ~~or increases~~ in the Graduate Financial Assistance rates ~~negotiated by the parties~~, **in the Grant-in-Aid rates, to the UHIP Fund)** negotiated by the parties**, increases to the amounts of external awards (e.g., Ontario Graduate Scholarship, Tri-Council Awards, etc.), and increases to the International Tuition Offset** shall not be offset by a decrease in monies from other sources, **including but not limited to the York Graduate Fellowship,** in subsequent sessions in defining annual minimum funding levels for individual graduate students, all other things being equal. The parties agree that the monetary value of any increase in the salary/wage rates negotiated by the parties **and/or increases to the amounts of external awards (e.g., Ontario Graduate Scholarship)** shall represent an increase in the annual minimum funding levels for individual graduate students. This is not intended to guarantee previous levels of actual funding for individual graduate students year-over-year.

As an illustration, a graduate student is awarded a minimum funding level for a given year of $20,000, and the wage/salary component is $10,000 in that year. If the negotiated wage/salary increase for the next year is 2%, then the value of the negotiated wage/salary rate increase would be $200 and the minimum funding level in the next year would become $20,200. Any increase in Graduate Financial Assistance  **or Grant-in-Aid** would similarly be in addition to the $20,000. **Any increase in the amounts of external awards (e.g., Ontario Graduate Scholarship, Tri-Council Awards, etc.) would similarly be in addition to the $20,000. Any increase in the amounts for the UHIP Fund would be similarly in addition to the $20,000. Any increase in the amounts for the International Tuition Offset would be similarly in addition to the $20,000.**