The following proposal at Article 10 is applicable to the Units 1 and 3 collective agreements and will form part of the Employer’s Schedule “C” which states:

**Schedule “C” to Memorandum of Settlement for A Renewal Collective Agreement**

**Other Proposals**

Agreement to all proposals in this Comprehensive Framework, including Schedules “A” and “B”, is subject to agreement to all items that **will be** contained in Schedule “C”.

**UNIT 1**

**ARTICLE 10 – POSITIONS, AND RATES OF PAY (Employer counter – withdraw Dec 11, 2023 proposal and revise Article 10 as set out below)**

10.0.1.1 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.

…

10.02 WORKLOAD

10.02.1 Any position listed in Article 10.04 and held by a full-time graduate student is either a full or a partial teaching assistantship. When a full-time graduate student is hired for a full teaching assistantship, it is understood that they will not be required to work more than an average of ten hours per week over the academic session to a total of no more than 270 hours~~.~~….

10.02.2 (i) All work of a teaching assistant assigned and/or approved by the course supervisor shall be included in the hours noted above~~.~~….

(ii) Any employer-required training or orientation of fewer than ten hours, or fewer than fifteen hours in the case of a first appointment as an employee of York University, shall be included in the hours specified in Article 10.02.1 and normally shall take place during the period of time that the employee holds the position~~.~~….

10.02.3 It is recognized that in keeping with the regulations of the Faculty of Graduate Studies, full teaching assistantships shall consist of no more than 270 hours.

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. This discussion, 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.

1. The course supervisor shall again discuss the assigned duties and responsibilities with the teaching assistant to assess whether the remaining duties and responsibilities can be completed within the hours allocated. This subsequent meeting normally shall be held as soon after the mid-point of the course as practicable, and by the end of January in the fall/winter session. The discussion and assessment 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. Where the assessment indicates that overwork has occurred or is likely to occur, the course supervisor and teaching assistant shall meet, with a union representative present if the teaching assistant so wishes, and, where appropriate, shall attempt to find a mutually acceptable remedy.
2. Where an employee holds a teaching assistantship in Unit 1 for the first time, and the course supervisor fails to discharge their responsibilities per (i) and (ii) above, work performed by the teaching assistant up to the time a workload meeting is held normally shall be deemed to have been assigned and/or approved by the course supervisor.

(iv) Where an employee holds a teaching assistantship in Unit 1 for the second or subsequent time, and the course supervisor fails to discharge their responsibilities per (i) or (ii) above by the deadlines therein specified, and the teaching assistant or Union promptly thereafter notifies the Chair pursuant to 10.1.~~0~~2.6 (ii) that such meeting has not been held, work performed by the teaching assistant up to the time such meeting is held normally shall be deemed to have been assigned and/or approved by the course supervisor.

**…**

10.03.1 REMUNERATION FOR TEACHING ASSISTANTS

 Effective September 1, ~~2020~~ 2023 for the first full teaching assistantship in each twelve-month period a grant-in-aid of ~~$3,992~~ shall be added to the remuneration so that the total base salary (articulated below in Article 10.04.1) plus grant-in-aid for a full teaching assistantship is ~~$16,088~~.

 Effective September 1, ~~2021~~ 2024 for the first full teaching assistantship in each twelve-month period a grant-in-aid of ~~$4,033~~ shall be added to the remuneration so that the total base salary (articulated below in 10.04.1) plus grant-in-aid for a full teaching assistantship is ~~$16,249~~.

 Effective September 1, ~~2022~~ 2025 for the first full teaching assistantship in each twelve-month period a grant-in-aid of ~~$4,073~~ shall be added to the remuneration so that the total base salary (articulated below in 10.04.1) plus grant-in-aid for a full teaching assistantship is ~~$16,411~~.

A teaching assistant shall be paid the base salary at the rates set out in Article 10.04.1 for any teaching assistantships or fractional teaching assistantships beyond the first full teaching assistantship in each twelve-month period. The grant-in- aid applies only to 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 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 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. For the purposes of this article, a full-time graduate student is as defined in the Faculty of Graduate Studies calendar.

Individuals who are:

* + - 1. the priority pool;
			2. hold a summer half teaching assistantship
			3. and 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”

10.03.2 (a) For Employment Insurance purposes only a course director for a 6 credit course will be deemed to have worked 535 hours. Other assignments will be pro-rated.

(b) The rate of a course directorship will be substituted for the rate of a teaching assistantship including grant-in-aid for the purpose of satisfying the additional guaranteed funding for Priority Pool Members specified in the Letter of Agreement: Additional Funding for Priority Pool Members. For clarity, if the rate of a teaching assistantship including GIA 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 teaching assistantship rate such that if the total amount based on the teaching assistantship rate is $20,000 the total amount for Priority Pool members with a course directorship will be $22,000.

* + 1. SALARY RATES

Full Teaching Assistantship: Sept.1, ~~2020~~ 2023 – ~~$16,088~~

 Sept.1, ~~2021~~ 2024 – ~~$16,249~~

 Sept.1, ~~2022~~ 2025 – ~~$16,411~~

…

10.04.4 DEFINITIONS

…

  **New Employer Counter Proposal – January 17, 2024**

“TUTOR 3” shall be defined as an individual who marks and grades students’ submitted work, and who may perform duties related ~~duties~~ to that marking/grading such as consultation with students and invigilation, but who is not assigned principal responsibility for the design and/or presentation of a course or for the conduct of tutorial groups and is not the primary point of contact for students. Refer to Article 16.05.1, 16.05.2, and 16.05.3 for the triggers for marker/grader assistance.

…

* 1. GRADUATE FINANCIAL ASSISTANCE

***Graduate Student Employees Paying International Tuition Fees***

Beginning September 1, 2015 in the 2022-2023 contract year, 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 $1,194$1085per term. Effectivethe 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 in the 2022-2023 contact year members of the bargaining unit visa studentsin 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 $1424$1295per 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.

***Graduate Student Employees Paying Domestic Tuition Fees***

Beginning September 1, 2016 in the 2022-2023 contract year all other members of the bargaining unit shall receive for each term in which they are registered full-time and pay domestic tuition fees $715$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 in the 2022-2023 contract year 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 $896$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 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.

Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies shall post the Graduate Financial Assistance monies to a student’s account by no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term.

**UNIT 3**

**ARTICLE 10 – POSITIONS AND RATES OF PAY (Employer counter – withdraw Dec 11, 2023 proposal and revise Article 10 as set out below)**

10.01 HOURS OF WORK

Employees in the bargaining unit are in graduate assistantships and accordingly are not regularly employed for more than an average of ten (10) hours per week for any period for which they are registered full-time graduate students.

The supervisor and employee shall meet to discuss the assigned duties and responsibilities as soon as possible, but normally no later than 28 days after the start of the contract. This discussion will be confirmed in writing through the completion of the relevant section of the Graduate Assistant Workload Form (Appendix D), copies of which will be provided to the employee and the graduate program director.

The supervisor shall again meet with the employee to discuss the assigned duties and responsibilities. This meeting will normally be held as soon after the mid point of the contract as possible, and by the end of January in the fall/winter session. This discussion will be confirmed through the completion of the relevant section of the Graduate Assistant Workload Form (Appendix D), copies of which will be provided to the employee and graduate program director.

10.01.2 As part of any offer of admission to a graduate program that includes work under this Agreement, the Employer will provide notice of the Union's representational rights, a link to the collective agreement and to the CUPE 3903 Home Page.

10.02 REMUNERATION FOR GRADUATE ASSISTANTS

 Nothing herein is intended to restrict in any way the ability of graduate assistants in the bargaining unit to receive non-employment graduate support (e.g., fellowships, bursaries, awards, scholarships).

* + 1. From September 1, ~~2020~~ 2023 to August 31, ~~2021~~ 2024:

Employees in the bargaining unit will receive $~~11,397~~ ~~($7,475~~ in wages and ~~$3,922~~ grant-in-aid) for a 270-hour graduate assistantship, this amount to be pro-rated for graduate assistantships of more or less than 270 hours.

* + 1. From September 1, ~~2021~~ 2024 to August 31, ~~2022~~ 2025:

Employees in the bargaining unit will receive ~~$11,511~~ ~~($7,550~~ in wages and ~~$3,961~~ grant-in-aid) for a 270-hour graduate assistantship, this amount to be pro-rated for graduate assistantships of more or less than 270 hours, but in no case shall a graduate assistantship be less than 135 hours.

(c) From September 1, ~~2022~~ 2025 to August 31, ~~2023~~ 2026:

Employees in the bargaining unit will receive ~~$11,627~~ (~~$7,626~~ in wages and ~~$4,001~~ grant-in-aid) for a 270-hour graduate assistantship, this amount to be pro-rated for graduate assistantships of more or less than 270 hours, but in no case shall a graduate assistantship be less than 135 hours.

Employees in the bargaining unit will not work more than the number of hours of their GAship and no employee will be required to work more than 40 hours in any 4-week period except with the employee’s written agreement. Further, employees in the bargaining unit will not work more than the number of hours of their GAship without the employee’s written agreement and the written agreement of the Dean of FGS or his or their designate and any hours worked beyond the number of hours of the employee’s GAship will be paid at a pro-rated hourly rate (i.e. the value of a full GAship divided by 270).

Pursuant to Articles 10.08 (GA Financial Assistance) and 10.09 (Summer Assistance) below, eligible employees holding a Graduate Assistantship who are registered full time and pay fees in the Fall, Winter and Summer Terms in the ~~2019-2020~~ 2023-2024 academic session will receive, in addition to their Graduate Assistantship salary, non-taxable funding up to the amounts set out in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
|  | GA Financial Assistance (2 terms) | Summer Assistance | Total |
| International Student GA | $2,316 (GA in1st year) | $3,000 | $5,316 |
| $2,764 (GA in subsequent year) | $5,764 |
| Domestic Student GA | $1,512 (GA in 1st year) | $3,000 | $4,512 |
| $1,896 (GA in subsequent year) | $4,896 |

10.03. Postings

Except as otherwise provided in the Collective Agreement, all positions in Unit 3 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:

July 1st for positions scheduled to begin in September; November 1st for positions scheduled to begin in January; and March 1st for positions scheduled to begin in May.

GAship postings shall be clearly labelled as Unit 3 and shall identify:

1. the duties, responsibilities and tasks;
2. reasonable qualifications of the position;
3. the number of hours of the GAship;
4. Wages as per Article 10.02 and Grant In Aid as per Article 10.02;
5. the start and end date of the GAship;
6. application deadline;

Postings shall indicate whether priority in the assignment of the position will be given to applicants for whom the position will partially or fully satisfy the applicant’s funding commitment from the University.

All applicants for these positions must complete an application form and submit a curriculum vitae, if required by the unit, for consideration by each hiring unit in which they seek a position.

All appointments shall be made from among the applicants who meet the qualifications.

Hiring Units will make available a common application form or template (hard copy or electronic).

…

10.08 GA FINANCIAL ASSISTANCE

*Graduate Student Employees Paying Domestic Fees*

Beginning in the fall of 20162022, all members of the bargaining unit who arepay domestic students tuition fees shall receive $779$708in the fall and winter terms. Effective in the fall of 2017 all employees in the bargaining unit shall receive $723 in the fall and winter terms; beginning in the Fall of 2018 this amount will increase to $739; and beginning in the fall of 2019, this amount will increase to $756. Effective in the fall of 2020 all employees in the bargaining unit shall receive $764 in the fall and winter terms; beginning in the Fall of 2021 this amount will increase to $771; and beginning in the fall of 2022, this amount will increase to $779.Beginning in the fall of 2016 2022 all employees in the bargaining unit who in the previous academic year had a GAship shall receive $977$888in the fall and winter terms. Effective in the fall of 2017 all employees in the bargaining unit who in the previous academic year had a GAship shall receive $907 in the fall and winter terms; beginning in the fall of 2018 this amount will increase to $927; and beginning in the fall of 2019 this amount will increase to $948. Effective in the fall of 2020 all employees in the bargaining unit who in the previous academic year had a GAship shall receive $957 in the fall and winter terms; beginning in the fall of 2021 this amount will increase to $967; and beginning in the fall of 2022 this amount will increase to $977.

*Graduate Student Employees Paying International Fees*

All members of the bargaining unit who are pay international students tuition fees shall receive $1193$1085 beginning in the fall of 20162022. Effective fall of 2017 all employees in the bargaining unit who are international students shall receive $1108 in the fall and winter terms; beginning in the fall of 2018 this amount will increase to $1132; and beginning in the fall of 2019 this amount will increase to $1158. Effective fall of 2020 all employees in the bargaining unit who are international students shall receive $1170 in the fall and winter terms; beginning in the fall of 2021 this amount will increase to $1181; and beginning in the fall of 2022 this amount will increase to $1193.Starting in the Fall of 2016 2022 all employees in the bargaining unit who are pay international students tuition fees and who in the previous academic year had a GAship shall receive $1424$1295in the fall and winter terms. Beginning in the fall of 2017 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive $1322 in the fall and winter terms; be-ginning in the fall of 2018 this amount shall increase to $1351; and beginning in the fall of 2019 this amount will increase to $1382. Beginning in the fall of 2020 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive $1396 in the fall and winter terms; beginning in the fall of 2021 this amount shall increase to $1410; and beginning in the fall of 2022 this amount will increase to $1424.

Employees in the Unit 1 bargaining unit receive any graduate financial assistance through the Unit 1 collective agreement and accordingly are not eligible for any Unit 3 GA financial assistance under this Article.

The Faculty of Graduate Studies will make best efforts to post the financial assistance to students’ accounts within six weeks of the start of the relevant term.

Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies shall post the Graduate Financial Assistance monies to a student’s account by no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term

…