**MEMORANDUM OF SETTLEMENT**

**GRADUATE ASSISTANT TRAINING FUND GRIEVANCE**

WHEREAS the Employer misinformed the Union of the cost of hiring a Graduate Assistant within Unit 3 in the bargaining rounds of the 2017-2020 and 2020-2023 Unit 3 Collective Agreements;

AND WHEREAS during the contract years of 2021-2022 and 2022-2023, the Employer distributed the total value of the Graduate Assistant Training Fund (GATF) of $152,300 to faculty members without any funds being used to hire Graduate Assistants;

AND WHEREAS the Union and its members were unable to receive the benefit of the GATF in a manner consistent with the Collective Agreements;

AND WHEREAS the Union filed a policy grievance dated October 17, 2023, alleging a violation of Articles 1, 2, 3, 10, 14, the “Letter of Understanding: Graduate Assistant Training Fund” and any other relevant articles of the YORK- CUPE 3903 Unit 3 Collective Agreement, the *Labour Relations Act* and any other relevant statutes concerning the 2020-2023 YORK- CUPE 3903 Unit 3 Collective Agreement;

AND WHEREAS the Union filed a policy grievance dated October 18, 2023, alleging a violation of Articles 1, 2, 3, 10, 14, the “Letter of Understanding: Graduate Assistant Training Fund” and any other relevant articles of the YORK- CUPE 3903 Unit 3 Collective Agreement, the *Labour Relations Act* and any other relevant statutes concerning the 2017-2020 YORK-CUPE 3903 Unit 3 Collective Agreement (known collectively as “the Grievances”);

AND WHEREAS the parties wish to fully and finally resolve the Grievances;

NOW THEREFORE on a without prejudice or precedent basis, the parties agree as follows:

1. The Employer shall make a public declaration acknowledging that it misled both the Union and the wider York Community regarding the financial implications of hiring a Graduate Assistant, thereby leading to the mismanagement of the GATF.
2. The Employer shall remit a penalty amounting to $50,000 to the Master’s Bursary Fund. FGS will dispense a $2000 award from the Master’s Bursary Fund for non-priority pool Unit 3 bargaining unit members who receive a Graduate Assistantship, until such a time that the $50,000 has been expended.
3. The University shall distribute the amount of $152,300 in the following manner:
4. The total sum of $152,300 shall be split equally between the next four GATF calls starting in September 2024.
5. Firstly, the Employer shall issue an open invitation to all faculty members and course directors following the timelines in section 5 of this Memorandum of Settlement, encouraging faculty members and course directors to apply for the GATF to fully finance the employment of a 0.5 or 1.0 Graduate Assistantship. Allocation of these awards shall adhere to the “first come, first served” principle.
6. Secondly, should there be residual funds in the GATF after the open calls, the Employer shall dispatch another open call in the following academic term to all faculty members and course directors inviting further applications for available funding in accordance with the timelines outlined below in section 5.
7. Thirdly, should any funds remain unallocated following these calls, such residual amounts will be carried forward into the subsequent academic year(s). These funds will then be supplementary to the annual allocation for the GATF as stipulated in the Collective Agreement.
8. The Employer explicitly agrees to the following provisions:
9. Each academic year, a minimum of 80 allocations will be made available to faculty members and course directors, with the employer covering the full cost of each allocation.
10. The $152,300 allocated due to the Employer’s mismanagement of the GATF fund is distinct from the 80 Graduate Assistantship positions specified annually. Consequently, this amount is not intended for financing the hiring of Graduate Assistants within the agreed-upon quota of Graduate assistant positions outlined in the Collective Bargaining Agreement between both parties.
11. The University will also provide CUPE 3903 Unit 3 with a report on GATF allocations by no later than November 1 for the Fall term, March 1 for the Winter term and July 1 for the Summer term, commencing on November 1, 2024.
12. To receive the GATF, principal investigators, hiring units, or organized research units must:
13. Commit to hiring a Graduate Assistant to have the GATF provisionally identified for their use.
14. Commit to prioritizing the hiring of qualified Master’s students where available.
15. Have executed a contract for a Graduate Assistant to receive the GATF award.
16. The GATF shall be administered by the Faculty of Graduate Studies and the Faculty Relations Office, which have established a non-competitive equitable process for the distribution of the GATF based on the criteria for receiving funds per sections 5 a, b and c above. The allocation process is as follows:
17. An invitation to apply for the GATF will be issued from the Faculty of Graduate Studies (“FGS”), with the advice that the GATF is first come, first serve, on or before October 1st for the first call and February 1st for the second call.
18. Applicants will be required to complete an application form and submit the form to the FGS.
19. The FGS will review applications for eligibility.
20. Successful applicants shall execute a contract for a Graduate Assistant before January 15 for the first call and June 30 for the second call.
21. Following the execution of the contract between the successful applicant and the Graduate Assistant, FGS shall transfer funds to the successful applicant.
22. Any grants not allocated by January 15 for the first call will be rolled into the second call. Any grants from the second call not spent by June 30th will be rolled into additional positions for the call for the next academic year.
23. The GATF will not be used to offset the cost of a Graduate Assistantship offered as a workplace accommodation.
24. In consideration of the above, the Union withdraws and will not refile the Grievances.