

**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 will consist of the following:
 - a. the expired collective agreement as amended by the attached initialed changes and additions;
 - b. The language set out in the attached Appendix A subject to the Union’s agreement, with the language/issue referred to interest arbitration otherwise per clause c below if the Union elects to do so;

- c. any other changes or additions arising out of any and all of the outstanding Unit 3 proposals of either party which may be awarded by an Interest Arbitrator appointed jointly by the parties (or failing agreement, appointed by Arbitrator William Kaplan). The Arbitrator will 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 B "Return to Work Protocol".
 - d. An immediate 2.1% increase including the payment of that increase retroactive to September 1, 2017 for all salary rates in 10.4, supplementary assistance and Graduate Financial Assistance in 10.08.
- 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 B and further agree to make best efforts to facilitate the return to normal University operations.
 - 6. The bargaining teams of both Parties agree unanimously to recommend acceptance of these Minutes of Settlement for ratification in their respective decision making and voting process and the Union will report back on the outcome of its ratification process by no later than 11:59 pm on May 10, 2018, following which this Memorandum of Settlement will expire.
 - 7. The Union will write to the Ontario Labour Relations Board within five (5) days and withdraw its Ontario Labour Relation Board applications 2917-16-U and 3423-17-U. Subject to any procedural rulings and determinations, all issues raised in those complaints and the responses to those complaints may be brought before the Interest Arbitrator.

Dated in Toronto on May _____ 2018

For the Union:

For the Employer:























Appendix A

Sexual Violence Survivor Fund

NEW. On September 1, 2018 and September 1, 2019, an amount of \$50,000 will be added to the Ways and Means Fund which will be available to provide support for expenses incurred by survivors of sexual and/or gender based violence. CUPE 3903 will consult with the SVRO on the distribution of these monies. The Union will provide a report to the Labour Management Committee at the end of each year on the use of this fund as part of its larger report regarding the Ways and Means Fund.

The parties will meet within 12 months of the ratification of this Agreement to discuss how such funds may best be administered following the two-year period 2018-2020 in way that is integrated with the processes and guidelines established by the SRVO.

Appendix B

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. 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, 2015, the day before the strike started, in their regular pay on March 25th.
5. Provided that the strike ends by no later than Thursday, May 10, 2018 then employees in the bargaining unit who return to work on May 11, 2018 will receive a minimum of 85% of the compensation for the Winter 2018 term and may receive up to 100% of the compensation for the Winter 2018 term depending on the amount of work completed. Upon return to work, supervisors shall call a meeting to discuss the workload for the remainder of the term 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 and will be submitted if the employee is seeking remuneration greater than 85% of the compensation for the Winter Term. The payment of these monies will be made to eligible employees on the regular monthly pay dates as their remaining Winter Term duties are rescheduled and completed. The payments will be made as soon as the necessary payroll system adjustments can be prepared.
6. 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.
7. Any dispute regarding the interpretation of this protocol shall be referred to the grievance procedures provided in the collective agreement, beginning with step 4.

CUPE 3903 Unit 3

Work Completion Form

Graduate assistants are required to submit a Work Completion Form if they wish to receive remuneration **that is greater than 85%** of the total remuneration for the Winter Term. Submission of the Form is not required otherwise.

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

Activity	Hours

(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** _____