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

BETWEEN:

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 will consist of the following:
   
   a. the expired collective agreement as amended by the Unit 1 initialed changes and additions;
   
   b. The language set out in the attached Appendix A;
   
   c. 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”.

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 Unit 1 membership may ratify this offer and report back on its acceptance at any time until and unless the University provides written notice to the Union Chair that the offer is withdrawn. Upon written notice of withdrawal this Memorandum of Settlement will expire and be void.

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 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 will be $5000 in 2008-09; 2009-10; and 2010-11 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 (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.

(iii) It is understood that no member will be required to perform work or duties in excess of 135 hours per term without the member’s 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 – 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.

(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 major awards (i.e., awards over $5,000) 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. 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 – 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.

Replace existing Article 10.03.1 with new Article 10.03.1 below (Remuneration for Teaching Assistants):

Remuneration for a full teaching assistantship in each 12 month period consists of two tutor 1 assignments or their equivalent, paid at the rates set out in Article 10.04.1.

Renumber 10.03.2(a) as 10.03.2 (Number of hours worked for EI):

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.

Amend 10.07 (Salary Adjustments):

Salaries shall be paid in equal monthly instalments over the period of the appointment and a statement of earnings and deductions shall be provided, also on a monthly basis. When an appointment has not been processed in time to effect payment on the normal payday of the first month, the employer shall make that payment as soon as practicable. An employee shall have the right to complete a Revenue Canada TD1 form.

Amend 10.09 (Vacation Pay)

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.

Replace Article 10.12 (Graduate Financial Assistance) with a new Article 11 as set out below.

NEW 11 (FUNDING FOR TEACHING ASSISTANTS):

In recognition that teaching assistants are full-time graduate students, the following funding is provided to support their studies. Effective September 1, 2018, individuals holding a full teaching assistantship which is either their first as a doctoral student or is a second or
subsequent teaching assistantship as part of their Priority Pool entitlement, will receive Teaching Assistant Financial Support, contributing to their total minimum funding commitment from the University to support their full-time graduate studies. The value of the Teaching Assistant Financial Support will vary depending on the individual’s number of years in the Priority Pool and whether or not they pay international tuition fees.

Teaching Assistant Financial Support (“Direct-Deposit TA Financial Support”)

Increase Graduate Financial Assistance and Supplementary Graduate Assistance by 2.1% effective May 1, 2017, 2.2% effective May 1, 2018, and by 2.3% effective May 1, 2019 (increases in Graduate Financial Assistance reflected in Article below).

This support is deposited to teaching assistants’ student accounts in equal amounts in each term over the 12 month period September 1st to August 31st in which they are registered as full time students. Direct Deposit TA Financial Support consists of two components: Graduate Financial Assistance (GFA) and Supplementary Graduate Assistance (SGA). Graduate Financial Assistance varies depending on the individual’s number of years in the Priority Pool and whether they pay international tuition fees. Supplementary Graduate Assistance is a set amount for the first full teaching assistantship in each contract year. Effective the 2016-17 contract year this amount is $3705 for a full Teaching Assistantship. Supplementary Graduate Assistance is prorated for less than a full Teaching Assistantship.

Graduate Financial Assistance

Visa Graduate Student Employees Paying International Fees
In the 2016-17 contract year, all members of the bargaining unit who are visa students shall for each term in which they are registered full-time and pay international fees receive $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 2016-17 contract year members of the bargaining unit who are visa students and who are in the second year of the priority pool or a later year in the priority pool shall receive in each term for which they are registered full-time and pay international 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.

Graduate Student Employees Paying Domestic Fees
In the 2016-17 contract year, all other members of the bargaining unit shall for each term in which they are registered full-time and pay fees receive $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 2016-17 contract year members of the bargaining unit who are in the second year of the priority pool or a later year in the priority pool shall receive in each term for which they are registered full-time and pay 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.
A schedule of Direct-deposit Teaching Assistant Financial Support for domestic and visa graduate student employees for a full teaching assistantship is set out below (based on 2016-17 rates):

A. Visa graduate student employees who pay international fees
   (i) Up to end of first year in the Priority Pool (typically first 2 years of doctoral program):
      *Graduate Financial Assistance* $1085 per term ($3255 per year)
      *Supplementary Graduate Assistance* $1235 per term ($3705 per year)
      **Total TA Financial Support:** $2320 per term ($6960 per year)
   (ii) Second and subsequent years in Priority Pool:
      *Graduate Financial Assistance* $1295 per term ($3885 per year)
      *Supplementary Graduate Assistance* $1235 per term ($3705 per year)
      **Total TA Financial Support:** $2,530 per term ($7,590 per year)

B. Graduate student employees who pay domestic fees
   (i) Up to end of first year in the Priority Pool (typically first 2 years of doctoral program):
      *Graduate Financial Assistance* $649 per term ($1947 per year)
      *Supplementary Graduate Assistance* $1235 per term ($3705 per year)
      **Total TA Financial Support:** $1,884 per term ($5,652 per year)
   (ii) Second and subsequent years in Priority Pool:
      *Graduate Financial Assistance* $814 per term ($2442 per year)
      *Supplementary Graduate Assistance* $1235 per term ($3705 per year)
      **Total TA Financial Support:** $2,049 per term ($6,147 per year)

New 10.01.1(vi) *(Equity consideration in appointment of tickets)*:

10.01.1(vi) Where a Program is filling ticketed course directorship opportunities they will, where all other factors and qualifications are equal, provide preference to an applicant who is a member of an Employment Equity group.

Proposal 5 – Amend 15.13.4 (Childcare Fund):

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 – Amend 15.26 (CUPE 3903 Benefits Fund):

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 – Amend by add to 15.05 (Parking reimbursement):**

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 – Amend 15.15 (Research Cost Fund):**

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.

**Replace existing Letter of Intent 6 (Tuition Offset) with new Letter of Intent 6:**

Effective September 1, 2014, in the event that graduate tuition fees (except MBA, IMBA, MPA, part-time LLM students, MHRM and MDes and other professional programs as may be approved) and/or administrative or ancillary fees (hereafter collectively “fees”) are increased above the Board of Governors approved rates for domestic and visa students as of September 1, 2012, any employees in the bargaining unit who are registered full time and pay the higher fees will receive funding in an amount equivalent to the fee increase in order that their net income from salary, including negotiated salary increases, is not offset by the fee increase. Such funding shall not include the increases to Graduate Financial Assistance (“GFA”) in the collective agreement and shall be a dedicated amount of additional funding from the University as required to fully cover the fee increase. The amount of funding covering a fee increase shall be posted to student accounts and treated as if it was an additional amount of GFA that does not require the performance of work in exchange for the additional funding.
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 27 – Racial Discrimination Fund
Proposal 94 – Accommodation Procedure
Proposal 110 – Health and safety (Article 15.02)
Proposal 50 – Authorized replacements (Article 15.04)
Proposal 91 – 2-year priority pool extension on code-based grounds (Article 12.03.2/15.10)
Proposal 108 – Nursing specific class sizes (Article 16)
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. For those employees who within two (2) business days of the vote ratifying this Agreement confirm in writing to their supervisor that they are available to return to work by no later than the first Monday after ratification and who act in accordance with paragraph 3 above, they 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 of the work as soon as necessary payroll system adjustments can be prepared. For those who return by no later than the Monday following ratification, the University will forthwith, as soon as is practicable, provide 40% 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. The amount paid in excess of that will be prorated based upon the authorized 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 of work will be made using the attached Remediation Work Form and having regard to the originally completed TA Workload Form – Assignment of Duties to Teaching Assistants (Appendix A of the collective agreement).
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 nor the posting and assignment of courses for Fall 2018. While the Employer will make best efforts to comply, the Union agrees that given the decisions and processes in place prior to ratification, there is no expectation of compliance nor are these provisions of the Collective Agreements to be enforced in the return to work. When the members ratify the Agreement the Employer will, having regard to the date of such ratification and the realistic possibility of adequate student enrolment, make reasonable efforts to generate teaching assistant opportunities for some Unit 1 employment. Unit 1 members who have not submitted a completed and approved Remediation Work Form for outstanding Winter 2018 course(s) will not be eligible for assignments.

9. Both parties agree to withdraw, without prejudice, Ontario Labour Relations Board applications 0598-18-U and 3423-17-U as these relate to Unit 1 and the Union conduct generally. Notwithstanding the above, the Unit 3 specific aspects of these complaints will proceed absent Unit 3 ratification or other Unit 3 and Employer agreement.

10. 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.
Teaching Assistants and contract faculty are required to submit a Remediation Work Form to assess their entitlement to remuneration for the completion of any Winter Term course.

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):

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I declare that the information included with this Remediation Work Form is as accurate as I can practically 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 ______________________