

Unit 3 Collective Agreement

Revise and renumber Article 10 as follows in order to have clauses relating to Financial Assistance (Grant-In-Aid, GFA) in new Articles 10.2 and 10.3:

Red = new language

Blue strike out = language has been moved and/or moved and revised.

Black strike out = prior CA language struck

Yellow highlights on Article numbering = need to recheck numbering for correctness

ARTICLE 10 – POSITIONS, EMPLOYMENT COMPENSATION, AND FINANCIAL ASSISTANCE ~~AND RATES OF PAY~~

10.1 Positions

10.04-1.1 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.

10.041.1.2 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.

10.031.1.3. 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:

- (i) the duties, responsibilities and tasks;
- (ii) reasonable qualifications of the position;
- (iii) the number of hours of the GAship;
- (iv) the start and end date of the GAship;
- (v) 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).

10.02-2 **Employment Compensation**

10.2.1 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).

~~(a) From September 1, 2020 to August 31, 2021:~~

~~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.~~

~~—From September 1, 2021 to August 31, 2022~~

~~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.~~

~~(a) From September 1, 2022 to August 31, 2023~~

Employees in the bargaining unit will receive \$11,627 (\$7,626 in wages and \$4,001 grant in aid) wages for a 270-hour graduate assistantship according to the schedule below, 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.

(a) From September 1, 2022 to August 31, 2023: **\$7,626**

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 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 in 1st 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

~~10.031.3. 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:~~

- ~~(vi) the duties, responsibilities and tasks;~~
- ~~(vii) reasonable qualifications of the position;~~
- ~~(viii) the number of hours of the GAship;~~
- ~~(ix) the start and end date of the GAship;~~
- ~~(x) 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).~~

~~10.04-2.2~~ VACATION PAY

~~All members of the bargaining unit shall be entitled to an additional percent of their wages 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 vacation pay shall be 6%. Vacation pay shall be calculated, identified separately, and included as part of an employee's regular monthly salary payment.~~

~~10.05-2.3~~ RECORD OF EMPLOYMENT

~~Upon termination of employment, the Employer shall issue a Record of Employment in compliance with Service Canada requirements, or within five days, whichever is sooner. Should a paper copy be requested by the employee, one shall be provided within five days of a written request, following the termination of employment.~~

~~10.06-2.4~~ PAYMENT

~~Remuneration under Article 10.02 shall be paid in equal monthly instalments over the period of the graduate assistantship and a statement of earnings and deductions itemizing the various components of graduate assistant remuneration shall be provided 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 may complete a Revenue Canada TD1 form.~~

~~10.07-2.5~~ INTEREST ON FEES

~~Bargaining unit members who elect payment of fees by payroll deduction shall not be charged any fees for this service. Interest on the outstanding balance will not be applied to the accounts of members who apply for and authorize payment by this method, in writing, on the appropriate form, to be completed in the Faculty of Graduate Studies Office by the required deadline.~~

~~No member shall have collective agreement payments which are processed through the student account system (with the exception of graduate financial assistance) reduced by an amount owing without the member's written permission. The permission form shall inform the employee that they have the right to consult the Union before signing the form.~~

~~10.08~~ ~~GA~~ FINANCIAL ASSISTANCE

~~Beginning in the fall of 2016, all members of the bargaining unit who are domestic students shall receive \$708 in 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 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$888 in 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.~~

~~All members of the bargaining unit who are international students shall receive \$1085 beginning in the fall of 2016. 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 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive \$1295 in 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; beginning 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~~

~~10.09~~ **SUMMER ASSISTANCE**

~~Bargaining unit members assigned a graduate assistantship in the fall/winter session of 2011-2012 (September 1 to April 30) and who are registered full-time in summer will receive GA summer assistance in the immediately following summer term (May 1 to August 31) of that year in the amount of \$1,200. This amount will be increased to \$1,300 for the summer 2013 and increased to \$1750 for the summer 2014. Effective May 1, 2015 this amount will be increased to \$3000.~~

~~10.40-2.6~~ **BENEFITS**

(1) **DENTAL PLAN**

- (a) The Employer shall contribute toward the yearly administration cost and eligible claims under an Administrative Services Only (“ASO”) Group Dental Plan for each employee.
- (b) The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of their graduate assistantship. Effective September 1, 2015 the employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of their graduate assistantship. This and any other provisions governing the removal of individuals from the Plan may be modified from time to time by the Labour/Management Committee.

(2) **DRUG AND PARAMEDICAL SERVICES PLAN**

- (a) The employer shall contribute toward the yearly administration cost and claims under an ASO Group Drug & Paramedical Services Plan for each employee.
- (b) The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of their Appointment Contract(s). Effective September 1, 2015 the employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of their graduate assistantship.
- (c) All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

(3) **VISION CARE PLAN**

- (a) The Employer shall contribute toward the yearly administration cost and claims under an ASO Group Vision Care Plan for each employee.
- (b) The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of their appointment contract(s). Effective

September 1, 2015 the employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for five months after the expiration of their graduate assistantship.

- (c) All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

The parties agree that dental, drug, vision care and family benefits will be provided through an ASO Plan administered by the York University Department of Total Compensation (Pension and Benefits).

(4) BENEFITS WEBSITE

The following will be included in the Graduate Assistant Workload Form:

Information about vision, extended health care and dental benefits can be accessed at the following website:

<https://retire.info.yorku.ca/files/2019/11/cupe-3903-unit-1-2-3-and-4-active-2019.pdf?x89967>

(5) EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Employer shall provide access to all members and their family to the Employee and Family Assistance Program (EFAP) for the remainder of any academic year in which an employee has worked under a contract.

~~10.11 RESEARCH COSTS 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. 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.~~

~~10.12 TUITION COSTS FUND~~

~~The Employer shall transfer \$12,500 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/conferences related to their employment. Any unexpended monies shall be retained in the Fund.~~

~~The Tuition Costs Fund shall be administered by the Professional Development Fund Committee of the Union. An annual report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations through the Labour/Management Committee by no later than September 30th of each year.~~

10.3 Financial Assistance for Graduate Assistants

In recognition that Graduate Assistants are full-time graduate students, the following **Graduate Assistant Financial Support** is provided to support their studies:

10.3.1 Grant-In-Aid

Graduate students holding a full Graduate Assistantship receive Grant-In-Aid in the amount ~~of \$3,883 in the 2019-2020 contract year~~ set out as follows:

September 1, 2022: \$4,001

Except in circumstances beyond its reasonable control, the Faculty of Graduate Studies shall post the Grant-In-Aid monies to a student's account by no later than the 25th of every month while the student holds the Graduate Assistantship. Grant-In-Aid will be prorated for less than a full Graduate Assistantship. For example, Grant-In-Aid for a half Graduate Assistantship will be half the prevailing amount (e.g., \$2,000.50 at the 2022 amount).

10.3.2 GA Financial Assistance

10.3.2.1 Beginning in the fall of ~~2016~~2022, all members of the bargaining unit who are domestic students shall receive ~~\$779~~\$708 in 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~~\$888 in 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.~~

10.3.2.2 All members of the bargaining unit who are international students shall receive ~~\$1193~~^{\$1085} beginning in the fall of ~~2016~~²⁰²². 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 international students and who in the previous academic year had a GAship shall receive ~~\$1295~~^{\$1424} in 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; beginning 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.~~

10.3.2.3 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.

10.3.2.4 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.

10.3.3 **Summer Assistance**

Bargaining unit members assigned a Graduate Assistantship in the fall/winter session of 2011-2012 (September 1 to April 30) and who are registered full-time in summer will receive GA summer assistance in the immediately following summer term (May 1 to August 31) of that year in the amount of \$1,200. This amount will be increased to \$1,300 for the summer 2013 and increased to \$1750 for the summer 2014. Effective May 1, 2015 this amount will be increased to \$3000.

10.3.4 Pursuant to Articles **10.2.1 (Grant-In-Aid)**, ~~10.03~~^{10.2.2} (GA Financial Assistance)

and ~~10.09~~**10.2.3** (Summer Assistance) ~~below~~ **above**, 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~~**2022-2023** 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)	Grant-In-Aid	Summer Assistance	Total
International Student GA	\$2,316 \$2,386 (GA in 1 st year)	\$4,001	\$3,000	\$5,316 \$9,387
	\$2,764 \$2,848 (GA in subsequent year)			\$5,764 \$9,849
Domestic Student GA	\$1,151 \$1,558 (GA in 1st year)	\$4,001	\$3,000	\$4,512 \$8,559
	\$1,896 \$1,954 (GA in subsequent year)			\$4,896 \$8,955

10.44-~~3.5~~ RESEARCH COSTS 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. 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.

10.42-~~3.6~~ TUITION COSTS FUND

The Employer shall transfer \$12,500 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/ conferences related to their employment. Any unexpended monies shall be retained in the Fund.

The Tuition Costs Fund shall be administered by the Professional Development Fund Committee of the Union. An annual report on the disbursement of monies shall be submitted in writing by the Union to the Office of Faculty Relations

Without Prejudice
Employer Comprehensive Package Proposal
Unit 3 – Article 10
October 11, 2023

through the Labour/Management Committee by no later than September 30th of each year.