

## 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 2 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 ("minimum guarantee") 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 and who may be required to undertake TA, GA, RA activity in exchange for the minimum guarantee 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 a~~ following ~~12-month period~~ year of study immediately on the conclusion of upon the conclusion of the current year of study;
- have total funding including major external scholarships not greater than the priority pool entitlement plus \$5000 ~~for 2008-2009, 2009-2010 and 2010-2011~~ \$5,384 [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

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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.

- (i) The minimum guarantee will be ~~\$5000 in 2008-09; 2009-10; and 2010-11~~ \$5,384 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, assistantships, (eg. 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~~ \$5,384 – 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 1 September, 2016 except as otherwise provided in the Collective Agreement all GAships for the purpose of satisfying the

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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, through the graduate program office, will inform each student, who may be required to undertake TA, GA, RA activity in exchange for the minimum guarantee ~~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

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scholarships of \$5,000 or more (or the matching fund portion of the scholarship from the University) 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 and who may be required to undertake TA, GA, RA activity in exchange 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 they 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 may be reduced by the University for amounts owing for 60 days or more without the authorization of the individual. 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.

**For the University**

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**For the Union**

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*Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.*

*The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.*