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Toronto  
Waterloo  
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File No. 1605-205  
March 27, 2018

COPY

**VIA COURIER  
PRIVATE & CONFIDENTIAL**

Jerry Meadows  
Dispute Resolution Services  
Ministry of Labour  
400 University Avenue, 8th Floor  
Toronto, ON  
M7A 1T7

Dear Mr. Meadows:

**Re: York University and the Canadian Union of Public Employees Local 3903**

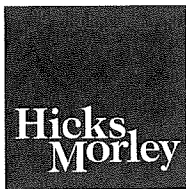
**Unit 3**

On behalf of York University we are writing to request the scheduling of a Ministry supervised vote under section 42 of the Labour Relations Act. We have couriered a copy of this request to the Union.

Canadian Union of Public Employees Local 3903 is the bargaining agent for graduate students registered at York University who are receiving financial assistance from or through the University and in connection with such assistance are employed in administrative, clerical, and research work save and except supervisors, persons above the rank of supervisor, and persons for whom a trade union held bargaining rights at the date of application. This unit does not include those graduate students who receive financial assistance from or through York University for research of academic activities which are predominantly for the purposes of advancing the students' progress towards fulfilment of their program and degree requirements.

This unit is commonly referred to as Unit 3 or Graduate Assistants (GAs). This bargaining unit is comprised of 95 employees who work at two campuses (Keele and Glendon).

We are requesting that the vote be held as an electronic or online vote. We believe that an electronic vote will provide the best accessible opportunity for these employees, many of whom have other employment obligations and/or may not be attending on campus during a strike, to vote without interruption or intimidation.



The University has prepared lists for each of the bargaining units with name, employee number, a York email address and any personal email address provided to the Employer. Please let us know how we can assist or if you require any further information in support of the electronic vote.

Enclosed please find the final offer presented to the Union and rejected on March 20, 2018, along with a summary of the offer, which we would ask be taken to a vote.

The contact information for the Employer during this process ought be:

Simon E. Mortimer  
Hicks Morley Hamilton Stewart Storie LLP  
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Tel: 416-864-7311 Fax: 416-362-9680  
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and:

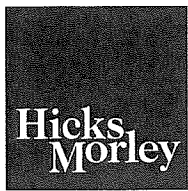
Noura Gharibo Shaw / Robert Lawson  
Associate Director, Faculty Relations  
York University  
York Lanes, 276  
4700 Keele Street  
Toronto, Ontario, M3J 1P3

Noura Gharibo Shaw: (416) 736-2100 x45499  
[nshaw@yorku.ca](mailto:nshaw@yorku.ca)

Rob Lawson: (416) 736-2100 x22557  
[rlawson@yorku.ca](mailto:rlawson@yorku.ca)

We have sent a copy of this request by courier to the Union as follows:

Unit 3 Bargaining Committee  
c/o Devin Lefebvre  
Interim Chair  
CUPE 3903 - Strike Headquarters  
45 Four Winds Drive, Unit Q-1  
North York, Ontario, M3J 1K7  
Email: [cupe3903chairperson@gmail.com](mailto:cupe3903chairperson@gmail.com)



Please let us know if we can provide anything further.

Yours very truly,

A handwritten signature in black ink, appearing to read "Simon Mortimer". The signature is fluid and cursive, with a large initial "S" and "M".

Simon Mortimer

SEM/kf  
Enclosure(s)

## Unit 3

### Part Time Employment for Full Time Graduate Students in Administrative, Clerical and Research work (save for academic activities for their studies)

#### University Offer to end the strike and update the Collective Agreement

March 27, 2018

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- 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 then by 2.3% September 1, 2019;
- Increase 2016-17 supplementary graduate assistance in an amount equivalent to 2.1% effective September 1, 2017, by 2.2% September 1, 2018, and then by 2.3% September 1, 2019;
- Increase Graduate Financial Assistance rates in 10.12 by an amount equivalent to an increase of 2.1% effective September 1, 2017, by 2.2% September 1, 2018, and then by 2.3% September 1, 2019;
- Those who have five or more cumulative years of service will receive vacation pay of 6%;
- Create a Graduate Assistant Training Fund that provides \$80,000 per year in financial incentives for the hiring of graduate assistants in research roles;
- Increase Campus childcare subsidies from \$40,000 to \$50,000 per year;
- Increase general Childcare fund from \$200,000 to \$260,000 per year;
- Increase Extended Health Benefit fund from \$180,000 to \$220,000 per year;

- Provide reimbursement up to the amount of \$1000 dollars for dental implants as an eligible expense as of 2019
- Language for provision of benefit enrolment form and booklets;
- Parking cost reimbursement for employees assigned duties off-site;
- Provide Employee and Family Assistance Program benefit;
- New six week paid domestic or sexual violence leave;
- Increase the Union Ways and Means Fund from \$74,245 to \$85,000 per year;
- Increase Trans fund from \$30,000 to \$40,000 per year;
- Union office space on Glendon campus;
- New Letter of Intent committing to tuition offset funding;
- Update funding language to align with Unit 1 revisions;
- Commitment to maintain an online system for job postings and to archive postings;
- Sexual violence training and voluntary enhanced training;
- Nursing / breastpumping space on campus and online promotion of same and an accommodation procedure for breastfeeding agreed to by the parties.
- Identification of LGBTQ as a fifth employment equity group;
- Consultation and presentation meeting with new Vice President on equity issues;
- Define underrepresentation for equity purposes and define mechanics for equity hiring by unit;
- Expand the scope of grounds under which academic extensions may be sought and granted;
- Accommodation procedure with union involvement and timelines;
- Sexual violence resource office fund of \$50,000 per annum for survivor support.

- Create pilot project for ASL video relay in addition to the existing services;
- Commitment to provide link to CUPE website in offer of admission to graduate program;
- Continuation of email and library services access for twelve (12) months following completion of contact;
- Increase the Professional Development Fund from \$125,000 to \$150,000 per year;
- Increase the paid time available to the Union for Joint Health and Safety activities by 45 Tutor 1 hours;
- Commit to additional paid training at union run Health and Safety courses;

**The tabled proposal also maintains the following University proposal;**

- Remove the contractual right to decline technology use.

## UNIT 3

### FINAL OFFER OF THE EMPLOYER

**The Employer proposes to renew the existing Collective Agreement subject to the following amendments and additions:**

Renew all existing items in Collective Agreement as amended below for a term until August 31, 2020

% Increases      Increase salary rates in 10.02 by 2.1% effective September 1, 2017, by 2.2% September 1, 2018 and then by 2.3% September 1, 2019.

Increase 2016-17 supplementary assistance in an amount equivalent to 2.1% effective September 1, 2017, by 2.2% September 1, 2018, and then by 2.3% September 1, 2019.

Increase Graduate Financial Assistance rates in 10.08 by an amount equivalent to an increase of 2.1% effective September 1, 2017, by 2.2% September 1 2018 and then by 2.3% September 1, 2019.

NEW  
Dental

Add to Dental benefit: Within the existing \$3,000 annual maximum, effective January 2019, the Employer shall provide reimbursement up to the amount of \$1000 dollars a year per employee under an Administrative Services Only ("ASO") Group Dental Plan for dental implants as an eligible expense under the Group Dental Plan.

3.05

NEW 3.05 (Notice of Union representation rights)

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.

4.01.1

NEW 4.01.1 (Accommodation Procedures):

The Employer shall follow its procedures as may be amended from time to time in implementing the duty to reasonably accommodate to the point of undue hardship members' needs arising from the protected grounds listed in article 4.01 and/or the Ontario Human Rights Code. All members shall have the right to union representation at each step in the accommodation process. The accommodation process is confidential.

Where the Employer is reviewing or amending its procedures and/or otherwise if CUPE 3903 wishes, there will be consultation to discuss the process and best practices for accommodation.

The employer recognizes the right of an employee to union representation if they wish at any stage of the process of accommodation.

The employer and the Union will establish regular, and no less than quarterly, meetings to review those accommodation requests and plans where union representation has been sought.

A proposed accommodation plan will be initiated within thirty (30) days following the provision of all necessary medical or other information including any external or independent evaluation that is required to identify the barriers, restrictions and/or limitations resulting arising out of the prohibited ground.

4.03.1 (vi)

Add Letter of Understanding (Sexual Violence Training)

CUPE 3903 will be consulted in the development of training on the University's Policy on Sexual Violence required by Provincial regulation. Such consultations will occur no later than three months following the ratification of the renewal collective agreement.

Enhanced training on sexual violence will be made available to employees through an application process in a pilot project that will run from September 1, 2018 until August 31, 2020. The enhanced training is specifically intended for employees who believe that the training will be of particular benefit to them based on the circumstances or requirements of their position(s).

Employees in CUPE 3903 who complete the enhanced training during the pilot will receive remuneration for the time involved at the Overwork rate.

5.02

Add Letter of Understanding (Consultations with the new Vice President):

In negotiations for a renewal agreement for 2017 – 2020, CUPE 3903 and the University discussed a number of issues



around equity and diversity, accessibility and accommodations. These included, among other items, proposals on antiracism research, equity research and the enhancement of equity data both for employees and students. The Parties agreed that these issues should be discussed with and reviewed by the new Vice President position at the University with responsibility for equity and inclusion. It is therefore agreed that a consultation meeting will be held by the new Vice President within the first 90 days following the appointment at which CUPE may present and discuss these issues along with any background data and material.

5.04 Amend 5.04 to delete the last paragraph and add the following (Definition of underrepresentation):

Unless otherwise agreed upon, underrepresentation shall be understood to mean fewer bargaining unit members that identify as belonging to one or more of the equity seeking groups than the availability data for the Greater Toronto Area reports.

Having regard to the above and available data, for the 2017 - 2020 Collective Agreement the following minimum thresholds will be used when applying intersectional equity data:

1) Where there are fewer than 44% members in the hiring unit doing bargaining unit work that identify as women and/or where there are fewer than 30% of members in the hiring unit who identify as racialized people ("visible minorities"), then an applicant that self identifies as a racialized woman will be appointed.

2) if there are no racialized women candidates, then a candidate from the more underrepresented group will be appointed.

3) if there are no candidates under (1) or if the hiring unit has met both thresholds in (1), then a candidate that self-identifies as an Indigenous (Aboriginal) person and/or a person with a disability will be hired.

4) if there are no candidates from the under-represented groups, then a candidate that self identifies as LGBTQ will be hired.

Hiring unit data for the most recent consecutive three contract years (or, during implementation, such period up to three

contract years as is available) shall be used to establish hiring unit representation.

Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.

5.04.1 Amend 5.04.1 (LGBTQ as designated equity group):

While not a designated group under the Federal Contractors Program the parties recognize and wish to remove any employment barriers and barriers to fair representation for employees that self identify as LGBTQ. Implementation of LGBTQ identified employees as the fifth Employment Equity group within the Collective Agreement will be done so as not to interfere with the Employer's Federal Contractors Program obligations.

10.02 Effective September 1, 2018, replace existing 10.02 with a new 10.02 (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).

Employees in the bargaining unit will receive wages for a 270-hour graduate assistantship according to the schedule below, the rates shown 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.

**Graduate Assistantship Wage Rates**

From September 1, 2018 to August 31, 2019: \$ (adjusted)

From September 1, 2019 to August 31, 2020: \$ (adjusted)

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 other 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).

10.04 Amend 10.04 (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.

10.08, 10.09 Effective September 1, 2018 move 10.08 GA Financial Assistance and 10.09 Summer Assistance to a new Article 11 Graduate Assistant Funding and replace Grant-in-Aid with a new GA Supplementary Assistance in Article 11 as follows:

**Article 11 Graduate Assistant Funding**

In recognition that Graduate Assistants are full-time graduate students, the following funding is provided in the form of a direct deposit to their student accounts to support their studies:

**11.1 GA Financial Assistance**

Effective September 1, 2012 all members of the bargaining unit who are domestic students shall receive \$590 in the fall and winter terms. Beginning in the Fall of 2014 all employees in the bargaining unit shall receive \$630 in the fall and winter terms; beginning in the Fall of 2015 this amount will increase to \$670; and beginning in the fall of 2016, this amount will increase to \$708. Beginning in the fall of 2013 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$740 in the fall and winter terms. Beginning in the fall of 2014 all employees in the bargaining unit who in the previous academic year had a GAship shall receive \$790 in the fall and winter terms; beginning in the fall of 2015 this amount will increase to \$840; and beginning in the fall of 2016 this amount will increase to \$888.

All members of the bargaining unit who are international students shall receive \$775 beginning September 2012. Beginning in the fall of 2014 all employees in the bargaining unit who are international students shall receive \$875 in the fall

and winter terms; beginning in the fall of 2015 this amount will increase to \$975; and beginning in the fall of 2016 this amount will increase to \$1085. Starting in the Fall of 2013 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive \$925 in the fall and winter terms. Beginning in the fall of 2014 all employees in the bargaining unit who are international students and who in the previous academic year had a GAship shall receive \$1025 in the fall and winter terms; beginning in the fall of 2015 this amount shall increase to \$1150; and beginning in the fall of 2016 this amount will increase to \$1295.

### **11.2 Supplementary Assistance**

Graduate students holding a full Graduate Assistantship will receive Supplementary Assistance in the amount of \$3,638. Supplementary Assistance will be provided in equal installments in each term of the GAship in which they are registered full-time and pay fees. Supplementary Assistance will be prorated for less than a full Graduate Assistantship. For example, the Supplementary Assistance for a half graduate assistantship will be \$1,819.

### **11.3 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.

10.10 (4)  
(10.09 in  
March 1<sup>st</sup> Unit  
3 Offer)

NEW 10.10 (4) (Employee and Family Assistance Plan) and renumber next clause:

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.

10.10 (5)

Add to 10.10 (5) (Benefit information and enrolment):

All bargaining unit members shall receive the benefits enrolment form and/or link to a benefit enrolment form along with either a benefit booklet and/or a link to the benefits available with the written offer of employment.

11.03 NEW 11.03 (ASL services) and renumber thereafter:

In addition to its existing ASL services, the university is piloting the use of Video Remote Interpreting (VRI) services for use by employees who require ASL interpreter support for work activities which are impromptu or arranged on short notice. Members of CUPE 3903 will be advised as to how to access this VRI service.

11.03.6.1 NEW 11.03.6.1 (Support for participation on JOHSC):

The Employer will increase the amount of paid time available for participation in JHSC by 45 Tutor 1 hours per academic year.

11.03.7 NEW 11.03.7 (JOHSC member certification training)

(15.02.5 in  
Unit 1 CBA  
and March 1<sup>st</sup>  
Unit 3 Offer)

The Employer shall provide certification training, delivered by the Workers' Health and Safety Centre, to three members of the CUPE 3903 Joint Health and Safety Committee. It is understood that this is inclusive of the obligation, contained in the Joint Health and Safety Agreement between the Administration and CUPE 3903 signed and dated 1 December 1994, to certify one additional member beyond the legal requirement. Further, upon request to the Joint Health and Safety Committee, in each contract year one worker member of the Committee may attend a CUPE health and safety course of their choice for up to a maximum of sixteen hours and the employer shall reimburse for all reasonable expenses associated with such training.

11.05 Amend 11.05 (Accommodation for studies impacted by protected ground):

A Full time graduate student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation may submit a petition for academic extensions for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines. Full-time graduate students who suffer illness or injury may submit petitions for academic extensions for up to a total of twelve

months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. Such petitions shall be kept confidential. When considering these petitions, the Dean shall review medical certification and statements as to the effect of the disability or disabilities, illness or injury or such information as is necessary in respect of any other protected ground upon the progress of the student's work. If requested by the member, in the case of a petition based upon a disability or disabilities, the Dean shall also meet with an officer from the Office of Persons With Disabilities to discuss the petition. If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing, including the basis upon which she decided that the effect of the illness, injury and/or disability or disabilities upon the progress of the student's work was not sufficient to grant the petition, to the individual with a copy to the union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status. If a petition for full time status is granted the individual will be provided with funding at a level equivalent in value to the GAship which she held in the previous academic year.

11.08.1

#### Add Letter of Understanding (Breastfeeding Facilities)

In negotiations for the 2017-2020 Collective Agreement the Union raised its desire to ensure the accessibility and availability of breastfeeding facilities for its members.

The University has a posted family status accommodation guideline on-line and has existing available locations which may be accessed through the Centre for Human Rights. The parties have also agreed to an accommodation procedure for breastfeeding.

The University will ensure that there is accessible and available space where persons may nurse and/or breast pump on each of its campuses. The availability of these locations will be promoted online along with a contact number so that individuals who wish may make arrangements for access.

11.12

#### NEW 11.12 (Email and library services):

Employees shall have a continuation of work email access and library services access for a period of twelve months following the completion of their contract. Email access and library services access may be discontinued following the completion of the one year term of access.

13

Amend 13.01 (Union Rights and Privileges)

The employer agrees to provide the union free of charge, except as otherwise specified in this article, with the use of suitable, serviced office space, in a building fully accessible when needed (i.e. with accessible washrooms, door openers, ramps and/or elevators), with a telephone line, the telephone charges to be borne by the union, and a Telecommunication Device for the Deaf (TDD). The union shall have the use of the internal University postal service for union business, external mailing costs of the union to be borne by the union, and shall be given a University mailing number. The employer shall allow the union to use the University duplicating services, computing facilities, word processing equipment, and audio-visual equipment on the same basis and at the same rates established by the employer for University users. The employer shall provide the union with suitable meeting rooms as required, free of charge and on the same basis as other voluntary associations within the University which shall include the ability to book available meeting rooms on campuses where the union does not have a permanent office.

The Union will be provided with shared office space on the Glendon campus to conduct union business. The shared office space will accommodate a lockable cabinet.

The employer shall provide the union with use of a designated bulletin board in each department/division for the display of union notices, job postings and other union-related materials. If not the case as a result of the foregoing, each campus will have a dedicated bulletin board for use by the union. The employer shall also provide the union with a lighted bulletin board in an area adjacent to the East Bear Pit of the Ross Building.

Should one be deemed required, any move from the union's current office space will be subject to the same terms, conditions, and negotiations as those enjoyed by any other bargaining unit. Further, the employer will make best efforts

to ensure that any new office space is equal to or better than the current facilities.

15.05 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

15.08 Amend 15.08 (Technology):

Where on-line applications are required for internal bursaries, scholarships or awards administered by the Faculty of Graduate Studies, hard copy versions of these application forms will be made available to the union at their request on behalf of specific CUPE 3903 employees for whom on-line access is not reasonably available. No Unit 3 employee's application will be rendered ineligible owing to difficulties with internal electronic applications.

If a graduate assistant is unable to perform assigned duties due to a lack of technological skills or knowledge she will be assigned different duties or a different graduate assistantship, with no reduction in her remuneration under Article 10.02.

15.09.1 Amend 15.09.1 (Student Centre Childcare facility):

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 \$40,000. 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. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.



15.09.2

Amend 15.09.2 (York Co-operative Day Care Centre):

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.

15.09.3

Amend 15.09.3 (Child Care 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.

16.20

NEW 16.20 (Sexual Violence Leave):

An employee may request and take a domestic or sexual violence leave where they or their child experiences or is threatened with domestic or sexual violence. This leave will be to allow the employee to seek medical attention, counselling, victim and support services, legal assistance and or to relocate. The employee, if requested to do so, will provide reasonable proof signed by a qualified practitioner.

Upon approval of such a leave the employee will be entitled to a paid leave of up to six thirty-fifths and the total leave may extend for up to the duration of the academic term. The details or extent of the violence threatened or experienced need not be disclosed to the employer and the employer will maintain confidentiality regarding the nature of the employee's leave. In the case of an extended absence beyond ten (10) days, the employee, to the best of their ability, shall keep their supervisor informed of the anticipated date of the employees return.

Where an employee has exhausted their sexual violence leave and sick leave and any other leave entitlement under this agreement, they may be eligible for Long Term Disability, subject to the terms of any applicable Plan.

18

Amend 18 (Ways and Means Fund):

Effective September 1, 2018 the employer will contribute \$85,000 to this fund in each year of 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.

In addition, the University will commit to up to \$10,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer).

19 Amend 19 (Professional Development Fund):

Effective September 1, 2018 the employer agrees to contribute \$150,000 to the Professional Development Fund per contract year.

The purposes, criteria, procedures, eligibility and priorities for distribution of these monies shall be established by the Labour/ Management Committee. \$15,000 of this money shall be specifically earmarked for individual member activities while participating in the Career Advancement Program.

The monies shall be handled by the union, in accordance with the decisions of the Labour/ Management Committee. An annual report on the disbursement of the monies shall be submitted in writing to the Labour/ Management and the Associate Vice-President Teaching and Learning. Any unspent monies shall roll over into the subsequent contract period.

The parties suggest that the Committee consider the following two priorities:

1. to assist new employees within the first two years of employment in the bargaining unit in the development of their professional competence and ability;
2. to assist employees in upgrading their qualifications for full-time academic appointments.

22 Amend 22 (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.

14 (22 in Unit  
1 CBA)

NEW 14.04 (Online posting and archiving):

The Employer shall maintain and update an online system for postings issued for the academic year and archive postings and Notices of Recommended Appointments issued. Where significant changes are made to the Employer's online system for postings, which changes will not impact on the availability above, the Union will be advised and provided a review of the changes at a Labour Management Committee meeting.

25.01

Amend 25.01 (Trans Fund):

Effective September 1, 2018, \$40,000 will be allocated to this Fund annually. Allocations from the Fund will be made by the Union based upon pre-established and posted guidelines.

An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.

26

NEW 26 (Support Fund for Survivors of Sexual Violence):

Effective September 1, 2018, the University Sexual Violence Response Office will be provided with a fund of up to \$50,000 per annum which will be available to provide support for expenses incurred by survivors of sexual and/or gender based violence. The SVRO will meet annually with representative of CUPE to discuss access to and distribution of these monies. This fund will be integrated with the existing funds and resources available within the University and externally which are currently referred by the SVRO.

NEW

Add Letter of Understanding (High Quality Training Fund and Graduate Assistant Assignment Protocol):

The University will implement a Graduate Assistant Assignment Protocol that will support the incentive of research at the University and the provision of high-quality training opportunities in research for graduate students.

Under a 2-year program from September 1, 2018 to August 31, 2020 the University will create and offer a Graduate Assistant Training Fund that will support the incentivization of research at the University and the provision of high-quality training opportunities in research for graduate students working with a Principal Investigator as part of that PI's research team.

The High Quality Training (HTQ) fund will distribute up to the total of \$80,000 in each academic year to Principal Investigators who are in receipt of external research funding and commit to hiring a Graduate Assistant. Individual allocations under this fund will be provided to Principal Investigators with a value of up to \$2,000.00.

The GAT Fund shall be administered by the Office of the VPRI which will be tasked with establishing a non-competitive equitable process for the distribution of the funds for high quality training experiences. CUPE 3903 will be consulted in the establishment of this process.

The University will take steps to ensure that researchers are advise of the distinction between Graduate Assistants (GA) and Research Assistants (RA), including the appropriate posting of GAships in order to avoid bargaining unit assignments being improperly awarded to Research Assistants.

In those situations where a graduate student considers that the assignment for which they have been engaged is not properly a Research Assistantship they ought discuss this first with the faculty researcher and, if not satisfied, raise this with the Union.

Letter of Intent  
1

Replace existing Letter of Intent 1 (Tuition Offset) with new Letter of Intent 1:

Effective September 1, 2014, ~~in~~ 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.