



UNIVERSITY OF
TORONTO

COLLECTIVE AGREEMENT

- BETWEEN -

The Governing Council of the University of Toronto

- AND -

**The Canadian Union of Public Employees
Local 3902, Unit 1**



Term of Agreement: January 1, 2018 to December 31, 2020

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COLLECTIVE AGREEMENT ENTERED INTO in the City of Toronto in the Province of Ontario as of February 16, 2018.

BETWEEN

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(hereinafter called “the Employer”)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 3902, Unit 1
(hereinafter called “the Union”)

ARTICLE 1: GENERAL PURPOSE

1:01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and employees represented by the Union.

ARTICLE 2: RECOGNITION

BARGAINING UNIT

2:01 The Employer recognizes the Canadian Union of Public Employees, Local 3902, Unit 1 as the sole and exclusive collective bargaining agent for all persons employed as teaching assistants, teaching fellows, demonstrators, tutors, markers, instructors, teaching laboratory assistants, Chief Presiding Officers (as defined in Paragraph One of the Memorandum of Understanding dated February 8, 1988), invigilators, and part-time lecturers who are Post Doctoral Fellows, Undergraduate Students in the University of Toronto, and Graduate Students in the School of Graduate Studies of the University of Toronto.

2:02 For the purpose of clarity, the following clarifications and exclusions are agreed upon by the parties to this Agreement:

EXCLUSIONS

Members of Professions

As defined for purposes of exclusion applies to graduates in architecture, dentistry, medicine or law, who are qualified to practice their profession in accordance with the Statutes and Regulations governing their respective professions in the Province of Ontario.

Status Only Persons

As defined for purposes of exclusion applies to persons who may engage in lecturing or demonstrating but are not paid for such services.

Persons Whose Primary Work Interest is Outside the University

These are persons who, while not professionals excluded from collective bargaining under the *Labour Relations Act*, are knowledgeable in a particular field and lecture or demonstrate at the University of Toronto. These persons are invariably part-time and are not teaching assistants in the sense that undergraduates, students enrolled in the School of Graduate Studies or Post Doctoral Fellows are.

Research

Persons engaged primarily in research are excluded (even if incidental occasional teaching assistant work is involved). It is understood that Post Doctoral Fellows who are engaged in research, but who perform the work described in the appropriate bargaining unit, are included in the bargaining unit.

Athletics

Any persons involved in instructing, demonstrating or coaching in athletic recreational programmes.

CLARIFICATIONS***Part-time Lecturers***

The parties are agreed that part-time lecturers (Course Instructors) who are Students or Post Doctoral Fellows are included in the bargaining unit.

Graduate Engineers

The parties are further agreed that graduate engineers, who are registered in the School of Graduate Studies, or who are Post Doctoral Fellows and are performing work described in the appropriate bargaining unit, are included in the bargaining unit.

Changes in Status

The parties are further agreed that, for the purpose of administering this Collective Agreement, where an employee loses status as a registered student at the University of Toronto for the reason that the employee has graduated from the programme in which the employee was enrolled and has not re-registered and enrolled in another, the employee shall continue to be deemed a bargaining unit employee until the date of termination of the employee's current appointment(s).

Law Students

The parties are agreed that students who are registered in the Faculty of Law, or who are Post Doctoral Fellows, and are performing work described in the appropriate bargaining unit, are included in the bargaining unit.

ARTICLE 3: RESERVATION OF MANAGEMENT RIGHTS

3:01 The Union acknowledges that it is the right of the Employer to maintain order and efficiency; hire, classify, transfer, promote, demote, layoff, discipline, suspend, or discharge employees; establish and enforce rules and regulations not inconsistent with the provisions of this Agreement, which govern the conduct of the employees; and generally to manage and operate the University of Toronto. The Employer agrees to exercise these rights in a manner which is fair, reasonable, equitable and consistent with the provisions of this Agreement.

ARTICLE 4: NO DISCRIMINATION

4:01

- (a) The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, or harassment exercised or practised in any matter concerning the application of the provisions of this Agreement by reason of age, race, creed, colour, national origin, language of origin, ethnic origin, ancestry, citizenship, religious or political affiliation or belief, sex, gender, marital or parental status, number of dependants, sexual orientation, identity or expression, gender identity and expression, personal appearance, mode of dress, place of residence, academic school of thought, record of offences unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment, disability (including AIDS/HIV status), physical attributes nor by reason of the employee's non-membership, membership or activity in the Union.
- (b) The University and the Union are committed to equal opportunity in employment for women, aboriginal people, people with disabilities, and people who because of their race, colour, sexual orientation, or gender identity and expression have been traditionally disadvantaged in Canada.

The University and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the University.

- (c) The Employer and the Union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns.

SEXUAL VIOLENCE & SEXUAL HARASSMENT

4:02 Sexual harassment shall be considered discrimination under Article 4:01(a).

4:03 The University will provide an environment where members of the bargaining unit are not subjected to sexual violence and sexual harassment. Bargaining unit employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the *Ontario Human Rights Code*, the *Occupational Health and Safety Act* and the University's Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

For clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual violence" as meaning: "any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes Sexual Assault, Sexual Harassment, stalking, indecent exposure, voyeurism, and sexual exploitation."

For clarity, the current *Ontario Human Rights Code* provides that "[e]very person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee." For further clarity, the current *Ontario Human Rights Code* defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome." For further clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual harassment" as including: "any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person."

4:04 Employees making a Report under the University's Policy on Sexual Violence and Sexual Harassment shall have the right to be accompanied by a Union Representative at any stage of the process.

4:05 The time limit for making a Report under the University's Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual violence or sexual harassment under this Collective Agreement shall be no longer than six (6) months after the occurrence of the matter that is the subject of the Report/grievance. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to make a Report or File a grievance shall be

no longer than twelve (12) months after the occurrence of the matter that is the subject of the Report/grievance.

Notwithstanding Articles 14:07 and 14:08 of this Collective Agreement, a grievance alleging sexual violence or sexual harassment shall be filed at Step 3 (or Step 2 for single department faculties). The Vice-President, Human Resources & Equity (or designate) will give a written decision to the Chair or Grievance Officer of the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 15 of this Collective Agreement.

- 4:06 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 4:07 An employee who makes a Report of sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the Respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any academic or other penalty. The Employer and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
- 4:08 Witnesses who give information and/or evidence in a complaint of sexual violence or sexual harassment shall suffer no penalty of an academic or other nature.
- 4:09 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where either the Complainant or the Respondent are employees covered by this Collective Agreement, such bargaining unit employee shall be entitled to raise an objection to the University's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.
- 4:10 In the event that a grievance alleging sexual harassment is referred to arbitration in accordance with Article 15, the Chairperson of the Board of Arbitration shall be selected from among the following persons:

Paula Knopf
 Kevin Burkett
 Eli Gedalof
 Jasbir Parmar

Chairpersons shall be selected in rotation, commencing with the first person named. For each successive arbitration, the next person named shall be selected. If the person selected is unavailable within a reasonable time, the next person on the list shall be selected. Should none of the above be available within a reasonable time, the parties may select a mutually agreeable alternative.

ARTICLE 5: PERSONAL HARASSMENT

5:01 Personal Harassment means any improper behaviour by a person employed by the University that is directed at and/or offensive to another person employed by the University, and which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.

Such conduct is unacceptable and should be dealt with as early as possible. The parties are fully committed to utilizing appropriate conflict resolution strategies, including mediation to resolve interpersonal workplace issues. Allegations of personal harassment are not subject to the grievance/arbitration process, except as provided in 5:02 below.

WORKPLACE HARASSMENT

5:02 The University will provide an environment where members of the bargaining unit are not subjected to workplace harassment. Bargaining unit employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in *the Occupational Health and Safety Act* and the University's Workplace Harassment Program (including the University's Human Resources Guideline on Civil Conduct, and the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. For clarity, the current *Occupational Health and Safety Act* defines "workplace harassment" as: "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome."

For clarity, it is possible for workplace harassment to occur while on University of Toronto premises and in work-related activities or social events occurring off-campus. For further clarity, workplace harassment that occurs through electronic means is covered by this Article.

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after sixty (60) working days have elapsed from the date the written complaint was finalized, signed by the employee, and submitted to the

University, specifying the conduct alleged to constitute workplace harassment, the University has not provided the employee with a response to the complaint. Such grievance will be filed at step 3 of the grievance procedure.

During any internal steps taken to resolve the situation, employees shall be informed in writing of their right to be accompanied by a Union Representative.

ARTICLE 6: NO STRIKES AND NO LOCKOUTS

6:01 The Employer undertakes that there will be no lockout as defined in the *Labour Relations Act* during the term of this Agreement. The Union undertakes that there will be no strike as defined in the *Labour Relations Act* during the term of this Agreement.

ARTICLE 7: UNION SECURITY

7:01

- (a) Membership in the Union shall be on a voluntary basis; however, as a condition of employment, each employee shall have deducted by the Employer from each monthly pay during the term of the Agreement an amount equivalent to the Union dues or any assessments as are uniformly levied upon all members of the Union in accordance with its Constitution and By-laws. The amount of such dues shall be certified to the Employer in writing by the Secretary-Treasurer of the Union. Notice of any change in dues must be provided in writing to the Employer by the Secretary-Treasurer of the Union. Where the change is solely a change in the percentage rate of dues deducted, it shall be effective on the first day of the month following the period of thirty (30) days from actual receipt of the notice; other changes shall be effective on the first day of the month following the period of sixty (60) days from actual receipt of the notice. The Employer shall not be required to implement any change in dues affecting only a portion of the monthly pay.

The Employer shall remit the amount deducted in accordance with this Article to the Union not later than ten (10) working days from the date on which the deduction has been made. Each remittance to the Union shall be accompanied by an electronic list of the employees from whose pay the deductions have been made. This list shall also include salaries; number of hours; vacation pay; dues deducted; date of pay; personnel number; classifications; home addresses; home telephone numbers; e-mail addresses; and such Department-of-employment designations as arise from normal processing of employment forms in accordance with the practices and procedures established by the Employer. The provision of any information by the Employer shall be in the form and/or format determined by the Employer, which may be varied by the Employer at the Employer's sole discretion. The Employer agrees to provide the Union with two (2) months advance notice of its intention to alter the form and/or format.

- (b) The Employer will provide to the Union an aggregate count, by Department of Employment, the number of visa-student status employees in December of every year. In order to protect the identity of individuals, data will be suppressed when the total for the department is five (5) or less.
- 7:02 All enquiries concerning Union dues or dues deductions should be directed to CUPE/SCFP, Local 3902, 180 Bloor Street West, Suite 803, Toronto, Ontario M5S 2V6, telephone: 416-593-7057 or 416-978-7632, e-mail: info@cupe3902.org.
- 7:03 The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an employee(s) for amounts deducted from pay as provided for in this Article.
- 7:04 The University will pay to the Union by the 15th of May of each year an amount equivalent to the salary of six (6) Course Instructors for a "Y" course for the purposes of the costs associated with the administration of the Collective Agreement.
- 7:05 The Employer agrees to issue, upon request from the Union in writing, to the Staff Representative(s) of the Union:
- (a) A library card to the University of Toronto Libraries
 - (b) A valid Username/password to access the University's Campus Wireless Network.

There shall be no charge to the Union or to the Staff Representative(s) for the card and/or wireless access. Use of the card and wireless network shall be subject to the general regulations made from time to time by the University and/or the Library.

- 7:06 As soon as possible following receipt of the Union's notice to bargain, the University will pay to the Union thirty-five thousand (\$35,000) dollars in full satisfaction of its direct contribution to the cost of collective bargaining.

UNION/MANAGEMENT RELATIONSHIP

- 7:07 The Employer agrees to provide the Union, each September the following information on each member represented by the Union during the previous academic year:
1. Name
 2. Personnel Number
 3. Department(s) of Work
 4. Department of Study
 5. Year in Program
 6. Post Codes Identifying the Name of Program

ARTICLE 8: INFORMATION TO EMPLOYEES

8:01 The Employer agrees to inform all applicants and new employees that a Collective Agreement is in effect. The Collective Agreement will be posted in a searchable format on the University's Human Resources & Equity website and a link to said website will be included in all Letters of Offer. A searchable electronic copy shall be provided to the employee at the email address provided by the employee.

The University will provide the Union with a searchable electronic copy and one thousand (1000) printed copies of the agreement.

The Employer will provide each hiring unit employing members of the bargaining unit with five (5) printed copies, per agreement year.

8:02

(a) The Hiring Department shall include in its written employment offers sent electronically to individuals for appointments covered by this Agreement, the following statement "A statement about the Union, along with other information about the Union can be found on the Union's website ([WEB ADDRESS]). All of this information is that of the Union, represents the views of the Union and has not been approved or endorsed by the University."

(b) In the event that a Department makes written employment offers to individuals for appointments covered by this Agreement that are not sent electronically, the Department shall provide the following statement to the individual in an electronic correspondence: "A statement about the Union, along with other information about the Union can be found on the Union's website ([WEB ADDRESS]). All of this information is that of the Union, represents the views of the Union and has not been approved or endorsed by the University." This electronic correspondence shall be provided at or prior to the time the employee receives the written job offer of an appointment in the bargaining unit, but in any event, no later than the start date of employment.

(c) The placeholder "[WEB ADDRESS]" referred to in paragraphs a) and b) shall contain the web address for the CUPE Local 3902, Unit 1 home page that is a central hub for navigating information concerning CUPE Local 3902, Unit 1 and the words "Union's website" and/or [WEB ADDRESS] in paragraphs (a) and (b) above shall also contain an embedded link that, when clicked, takes the user directly to the CUPE Local 3902, Unit 1 home page that is a central hub for navigating information concerning CUPE Local 3902, Unit 1. For clarity, neither the placeholder "[WEB ADDRESS]" nor the embedded link shall link the user directly to any particular document(s).

ARTICLE 9: CORRESPONDENCE

9:01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director of Labour

Relations, 215 Huron Street, 8th Floor, Toronto, and the Treasurer or Chair of the Union. For purposes of administering this Collective Agreement, wherever “Vice President and Provost” is referred to, it is understood that a designated representative may be recognized and dealt with in the Vice-President and Provost’s stead.

9:02 Any such communications given under this Agreement shall be deemed given and received three working days after the date of posting.

ARTICLE 10: ACADEMIC FREEDOM

10:01 All members of the University Community have the rights and obligations set forth in the Statement of Institutional Purpose and the Statement on Freedom of Speech, as they exist from time to time.

10:02 Further, the parties to this Agreement acknowledge that the University is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, they agree to abide by the principles of academic freedom as expressed in the following statement with respect to Course Instructors: academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without reference to prescribed doctrine, as well as the right to criticize the University, and society at large. Specifically, and without limiting the above, academic freedom entitles Course Instructors to:

- (a) freedom in carrying out their assigned teaching;
- (b) freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather academic freedom makes such commitment possible.

10:03 Course Instructors’ employment obligations and responsibilities to the University shall encompass teaching, which includes, without being restricted to, responsibilities as follows:

An employee shall carry out responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to be accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions and to comply with established procedures and deadlines for determining, reporting and reviewing the grades of students.

In performance of their duties, they shall deal fairly and ethically with their colleagues, shall avoid discrimination, shall not infringe their colleagues’ academic freedom, and shall observe appropriate principles of confidentiality.

10:04 The parties understand and agree that academic freedom is not inconsistent with a department's right to develop, mount and communicate, assess and manage content of a teaching program, and to issue direction with respect to its implementation and delivery.

ARTICLE 11: LABOUR/MANAGEMENT RELATIONS

11:01 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. The Employer shall not meet with any employee or group of employees undertaking to represent the Union without the proper authorization of the Union. In representing an employee or group of employees, a representative of the Union shall be the spokesperson. In order that this may be carried out, the Union shall supply the Employer with the names of its Officers and representatives. Likewise the Employer shall supply the Union with a list of its Designated Authorities and Chairs where the Chair is not the Designated Authority. Neither the Union nor the Employer shall be required to recognize such representatives until written notification has been received.

LABOUR/MANAGEMENT COMMITTEE

11:02 The Union and the Employer acknowledge the mutual benefit of joint consultation and agree, therefore, that there shall be a joint labour/management committee consisting of up to six (6) representatives from and selected by each party. The committee shall include the Vice-President of Human Resources and Equity and/or designate, and the Union Chair and/or designate.

There shall be one (1) regularly scheduled meeting convened with this bargaining unit each month during the period of September to June, excluding the month of December. The parties will submit in writing the topics to be discussed ten (10) working days in advance of the meeting. Meetings shall not be used to discuss matters which are the subject of a grievance nor to discuss any matters which are, at the time, the subject of collective bargaining. The committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions, and shall not have the power to add to or modify the terms of this agreement.

11:03 The University shall prepare and provide annually (on a May-April year) to the Union a summary report on tutorial sizes. The report will be sent to the Union as soon as it is prepared for discussion no later than the September Labour/Management Committee meeting.

DISCUSSION

11:04 The parties are agreed that discussion and communication on matters of mutual concern between employees or the Union and Departments of employment shall be encouraged, recognizing that the format of these discussions will vary from Department to Department.

DEPARTMENTAL WORKLOAD REVIEW COMMITTEE

11:05 Each Department shall have a Workload Review Committee consisting of the Chair of the Department or designate and the Union Steward of the Department.

The Committee will meet at least once per academic term to discuss any general or specific workload issues that have been brought to the attention of the Union Steward or the Chair of the Department or designate.

Where the Union Steward feels an assignment exceeds a reasonable workload, the Union Steward shall bring this to the attention of the Chair of the Department or designate as soon as practicable.

These discussions shall be without prejudice and shall not be the subject of a grievance, nor will the fact that a discussion has taken place preclude an employee from filing an individual grievance thereafter in accordance with Article 16:12.

MANAGEMENT TRAINING

11:06 The Union will be invited to send a representative to a Human Resources Management Seminar for new academic administrators to address the participants for ten (10) minutes on the Union's perspective of the content and workings of the Collective Agreement, and to set out the Union's major issues and concerns. The Union shall be notified of such training at least ten (10) working days in advance of the session.

ARTICLE 12: UNION REPRESENTATION

12:01 The Employer acknowledges the rights and duties of Union Stewards and the Grievance Committee and the Grievance Officer to assist in preparing and presenting grievances in accordance with the Grievance Procedure. The Employer agrees to recognize more than one (1) Steward in large Departments and to recognize single Stewards for groups of Departments where necessary. It is agreed that the Steward (or Stewards) representing a Department (or group of Departments) normally shall be employed in that Department (or group of Departments) at the time of notification of selection as a Steward. While employed, and for the eight (8) months immediately following the end of a period of employment, a Steward shall continue to be recognized until further written notice from the Union indicating otherwise.

12:02 The Employer agrees to recognize the authority of the Grievance Officer, Union Stewards, and members of the Grievance Committee to assist in the administration of the Collective Agreement. Upon request from the Steward(s) and/or member of the Grievance Committee, the Designated Authority of the Department shall meet with the Steward(s) and/or other designated Union Official(s) within five (5) working days.

12:03 The Union shall notify the Employer, in writing, of the name of each Steward, the Steward's Department of employment, and the Department or Departments the Steward represents, and the names of the members of the Grievance Committee. Upon such notification the Employer shall be required to recognize such Stewards or Grievance Committee members.

ARTICLE 13: PROGRESSIVE DISCIPLINE

13:01 Discipline will normally follow investigation and discussion with the employee, and will normally proceed through the following steps, with the objective of resolving the matter and/or correcting the behaviour as early as possible:

- Step I: Oral warning
- Step II: Written warning or letter of reprimand
- Step III: Unpaid short suspension or change in assignment
- Step IV: Unpaid long suspension or change in assignment
- Step V: Discharge or cancellation of subsequent appointments

Disciplinary measures shall be proportional to the seriousness of the issue and shall normally increase in severity with repetition of the same or similar occurrences.

The Employer reserves the right to skip one or more steps outlined above, having regard for the severity of the conduct in question and the relevant mitigating and aggravating factors, if any.

An employee who is disciplined shall be advised in writing of the nature of the discipline and the reasons therefor. The Union will receive a copy of the notification of discipline or written warning within one (1) working day (24 hours).

The Employer shall not discipline without just cause.

13:02 All disciplinary investigations shall be treated as confidential.

13:03 When the Chair or Designated Authority of a Department summons an employee for an interview to investigate a matter which is likely to lead to disciplinary action which will be recorded in the employee's employment file, the Chair or Designated Authority will inform the employee in writing with a copy to the Union of the employee's right to have the employee's Union Steward (or other Union Representative) present, and will inform the employee, in writing, of the nature of the allegations to be discussed. If the employee requests representation by the employee's Union Steward (or other Union Representative), the Chair or Designated Authority will arrange for such representation without undue delay, and without further discussion of the matter with the employee concerned. A meeting with the Chair or Designated Authority as described above shall take place without undue delay as a necessary component of such disciplinary/discharge action unless the employee declines or is unable or unwilling to attend within a reasonable time frame.

- 13:04 The Chair or Designated Authority of the employing Department shall be the sole Department authority responsible for issuing discipline. The Chair or designate may take into account, when setting a reasonable time for improvement, the discussions that have taken place between the supervisor and the employee on this matter.
- 13:05 An employee who will be disciplined or discharged while at work will be notified of the employee's right to have a Union Steward (or other Union Representative) attend such a meeting in which such discipline or discharge will be issued. If the employee requests representation by a Union Steward (or other Union Representative), the University will send for a Union Steward (or other Union Representative) without undue delay and without further discussion of the matter with the employee concerned. If requested, the Union shall send a Steward or other authorized Union Representative immediately and without undue delay.
- 13:06 If the investigation and/or meeting does not result in disciplinary action, including an oral or written warning, then all record of the matter and the interview will be destroyed. For clarity, the foregoing shall not apply to letters of coaching, expectations, and/or instruction which are deemed to be non-disciplinary in nature. The Employer will remove warnings and reprimands in an employee's personnel file after twenty-four (24) months or four (4) terms of active employment following the term in which the disciplinary action was administered, whichever comes first, unless the employee has a subsequent warning for an offence during that period.
- 13:07 Nothing in this Article shall be construed in such a manner as to prevent the normal discussion between supervisors and employees concerning standards, expectations, or performance of work. The supervisor may investigate, identify, and comment on unacceptable or unsatisfactory acts or omissions and set a reasonable time in which to correct the problem. See also Article 19: Employee Evaluation and Records.
- 13:08 The University and the Union recognize that coaching letters are non-disciplinary. For clarity, coaching letters shall not form a step in the progressive discipline process and shall not be relied upon to increase the severity of discipline imposed.

Coaching letters shall be removed from the employee's file when twelve (12) months of active employment (i.e., months actually at work at the University in a bargaining unit position) have elapsed since the date of issue. For clarity, a new coaching letter may be issued at any time.

All coaching letters shall be clearly identified as such in the subject line of the letter.

ARTICLE 14: GRIEVANCE PROCEDURE

DEFINITION

14:01

- (a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. Employment under the provisions of the Collective Agreement is a prerequisite for the filing of a grievance, with the exception of a hiring grievance as defined in Article 14:01(b).

HIRING GRIEVANCES

- (b) Applicants for posted positions who are currently employed in the bargaining unit, or who are registered in the School of Graduate Studies and who have been previously employed in the bargaining unit shall have the right to file an individual grievance concerning hiring decisions, commencing at Step 1, in the event of a complaint of an improper hiring decision which resulted in the applicant not being selected for the position in dispute. An employee who is not registered in the School of Graduate Studies at the time of the hiring decision may not grieve a decision to hire a graduate student (in accordance with the graduate preference provision of Article 16:03 (a)).
- (c) In the event that a hiring grievance proceeds to arbitration, the sole arbitrator or arbitration board may not award a grievor work or compensation in lieu of work such that the grievor would have total work or compensation in the applicable academic year exceeding the equivalent of two (2) regular appointments.

14:02 An earnest effort shall be made to settle grievances fairly and promptly in the following manner.

STATEMENT OF GRIEVANCE

14:03 The statement of grievance submitted by the Union or Employer, and signed by the grievor(s), must contain the following: date of filing, nature and type of grievance (e.g., hiring, group, individual, policy), the article(s) of the Collective Agreement alleged to have been violated, a statement of the particular facts relevant to the grievance, including dates, and the remedy sought. The grievance must be set out in a manner which is clearly identified as a grievance.

COPY TO LABOUR RELATIONS

14:04 The Union shall ensure that a copy of every grievance filed under this article is sent to the Executive Director, Labour Relations or designate at the time the grievance is filed.

TIME LIMITS - GRIEVANCE PROCEDURE

14:05 Time limits as specified in Article 14 (Grievance Procedure) are directive in nature within the context of the mutual desire of the parties to address grievances as quickly as possible. In the event that a grievance is filed after the time limit, the Employer reserves the right to dismiss the grievance on the basis of untimeliness; where no answer is given within the time limit specified, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure. Saturdays, Sundays, and University holidays will not be counted in determining the time within which action is to be taken or completed under the Grievance Procedure. No grievance may be submitted to arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure.

COMPLAINT STAGE (OPTIONAL)

14:06 If an employee has an employment-related complaint which could become the subject of a grievance, the employee may, as soon as possible after the occurrence of the matter which is the subject of the complaint, request a meeting with employee's immediate supervisor in order to give the immediate supervisor an opportunity to adjust the complaint. The employee may have a Union Representative present at such a meeting. If a resolution to the complaint is arrived at as a result of the meeting, the employee shall be allowed to request a statement of the resolution, in writing, from the supervisor. In the event that an employee requests such a statement in writing, the supervisor shall comply without undue delay. The parties agree that a written statement provided in response to such a request shall not be relied upon or referred to by either party as having any precedential or interpretative value, and shall be considered to have been made on a "without prejudice" basis.

INDIVIDUAL GRIEVANCES – SINGLE DEPARTMENT FACULTIES

14:07 **Step 1:** If an employee has a grievance, the employee shall within forty (40) working days after the occurrence of the matter present a written grievance to the Dean or designate of the Faculty. In the case of hiring grievances, the forty (40) working days referred to above shall be counted from the date of the notice of outcome of applications sent pursuant to Article 16:05. The Dean or designate of the Faculty will give a written decision to the employee and the employee's Steward or other designated Union Representative within ten (10) working days of receipt of the grievance at Step 1.

Step 2: If the grievance is not resolved at Step 1 then, within ten (10) working days, the written grievance may be referred to the Vice-President, Human Resources & Equity or designate, transmitted by a letter signed by the Chair or Grievance Officer of the Union. The Vice-President, Human Resources & Equity or designate will give a written decision to the Chair or Grievance Officer of the Union within ten (10) working days after receipt of the grievance at Step 2.

If the grievance is not resolved at Step 2, the Union may refer the grievance to arbitration pursuant to Article 15 of the Collective Agreement, within fifteen (15) working days thereafter.

INDIVIDUAL GRIEVANCES – MULTI-DEPARTMENT FACULTIES

14:08 **Step 1:** If an employee has a grievance, the employee shall within forty (40) working days after the occurrence of the matter present a written grievance to the Chair or designate of the Department. In the case of hiring grievances, the forty (40) working days referred to above shall be counted from the date of the notice of outcome of applications sent pursuant to Article 16:05. The Chair or designate of the Department will give a written decision to the employee and the employee's Steward or other designated Union Representative within ten (10) working days of receipt of the grievance at Step 1.

Step 2: If the grievance is not resolved at Step 1 (Departmental level), then, within ten (10) working days, the written grievance may be referred to the Dean or designate of the employee's Faculty. The Dean or designate of the employee's Faculty will give a written decision to the employee and the Grievance Officer within ten (10) working days after receipt of the grievance at Step 2. Grievances which would otherwise proceed from Step 1 to Step 2 may proceed from Step 1 to Step 3 if arranged by mutual agreement in writing between the parties hereto prior to the expiry of the initial time limit for referral to Step 2. When mutual agreement with respect to such a request is reached, the time limit for referral from Step 1 to the next step (Step 3) shall be extended by ten (10) working days to a total of twenty (20) working days, and the time limit for response at Step 3 shall be extended from ten (10) working days after receipt of the grievance at Step 3 to twenty (20) working days after the receipt of the grievance at Step 3.

Step 3: If the grievance is not resolved at Step 2, then, within ten (10) working days, the written grievance may be referred to the Vice-President, Human Resources & Equity or designate, transmitted by a letter signed by the Chair or Grievance Officer of the Union. The Vice-President, Human Resources & Equity or designate will give a written decision to the Chair or Grievance Officer of the Union within ten (10) working days after receipt of the grievance at Step 3.

If the grievance is not resolved at Step 3, the Union may refer the grievance to arbitration pursuant to Article 15 of the Collective Agreement, within fifteen (15) working days thereafter.

GROUP GRIEVANCE

14:09 A group grievance, which is defined as an alleged violation of this Agreement concerning two (2) or more employees employed in the same Department, follows the same procedure as the individual grievance procedure.

POLICY GRIEVANCE

14:10 A policy grievance of the Employer, or a policy grievance of the Union which is distinguished from an individual employee's grievance or a group grievance, and which is defined as a difference arising between the Employer and the Union as to the interpretation or alleged violation of a specified provision or provisions of this Agreement affecting the Employer or the Union as such or as affecting the interests of members employed in more than one (1) Department, shall be reduced in writing, signed by the Chair (or the designated representative of the Chair) of the Union, or the Vice-President, Human Resources & Equity or designate, as the case may be, and submitted to:

- (a) for cases involving more than one (1) Department, all within a multi-Department Faculty, to the Dean or designate of the employee's Faculty;
- (b) in all other cases, to the Vice-President, Human Resources & Equity or designate, or Chair of the Union or designate, as the case may be;

within forty-five (45) working days after the occurrence of the matter which is the subject of the grievance. It is expressly understood that the provisions of this paragraph may not be used by the Union to institute or duplicate any individual or group grievance directly affecting an employee or employees (which such employee(s) could personally initiate, thereby passing or paralleling the regular grievance procedure, whether or not such individual or group grievance has been filed). The initiating party in its written grievance must state the nature and basis of the grievance clearly and fully. The responding party shall provide a written response within fifteen (15) working days after receipt of the grievance.

If the grievance is not resolved, the initiating party may notify the other party in writing within a period of fifteen (15) working days that it intends to proceed to arbitration pursuant to Article 15 of this Collective Agreement.

SUSPENSION OR DISCHARGE GRIEVANCE – SINGLE DEPARTMENT FACULTIES

14:11 In the case of an employee who has been suspended or discharged, the employee may submit a grievance, in writing, signed by the employee, at Step 2 of the Grievance Procedure, within five (5) working days after the employee's suspension or discharge. The Vice-President, Human Resources & Equity or designate shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the Employer in writing within a further period of five (5) working days that it intends to proceed to arbitration pursuant to Article 15 of this Collective Agreement.

SUSPENSION OR DISCHARGE GRIEVANCE – MULTI -DEPARTMENT FACULTIES

14:12 In the case of an employee who has been suspended or discharged, the employee may submit a grievance, in writing, signed by the employee, at Step 2

of the Grievance Procedure, within five (5) working days after the employee's suspension or discharge. The Dean or designate at Step 2 shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the Employer in writing within a further period of five (5) working days that it intends to proceed to Step 3 of the Grievance Procedure. The Vice-President, Human Resources & Equity or designate shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance at Step 3. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the Employer, in writing, within a further period of fifteen (15) working days that it intends to proceed to arbitration pursuant to Article 15 of this Collective Agreement.

ARTICLE 15: ARBITRATION

15:01 If a grievance is not settled at Step 3, either party may notify the other within a further period of fifteen (15) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a statement of the issue in dispute, and a statement of the type of remedy sought by the party from an arbitrator.

15:02 The provisions of this article shall be based on the use of a single arbitrator, unless the provisions of Article 15:06 are specifically invoked.

Sole Arbitrators shall be selected in rotation from the following list, commencing with the first person named. For each successive referral to arbitration, the next person named shall be selected:

Louisa Davie
 Jim Hayes
 Jasbir Parmar
 Deborah Leighton
 Russell Goodfellow
 William Kaplan

If the person selected is unavailable within a reasonable time, the next person on the list shall be selected. Should none of the above be available within a reasonable time, the parties may select a mutually agreeable alternative. In any event, the parties shall attempt to select a Sole Arbitrator within twenty (20) working days of the notice of intent to proceed to arbitration.

In the event that the parties are unable to agree on a hearing within a reasonable time, either party may request that the Minister of Labour appoint a Sole Arbitrator.

- 15:03 An arbitrator shall not have the authority to make any decision which is inconsistent with the terms of the Agreement nor to add to or amend any of the terms of the Agreement. The jurisdiction of the arbitrator shall be confined to the issue in dispute. The decision of the arbitrator shall be final and binding upon the parties.
- 15:04 In the event that an arbitrator deals with a matter relating to discharge, suspension or disciplinary action, then the arbitrator has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award the arbitrator may deem just and reasonable which would be consistent with the terms of the Agreement.
- 15:05 The parties shall jointly and equally bear the fees and expenses of the arbitrator.
- 15:06 Either party may request the establishment of a board of arbitration in respect of any grievance submitted for arbitration. In such a case, the parties shall each appoint a nominee to the board of arbitration and the chairperson of the board of arbitration will be one of the arbitrators set out in Article 15:02 above or such other chairperson as the two nominees appointed by the parties otherwise agree. Each party shall bear the fees and expenses of its own nominee to an arbitration board, and the parties shall jointly and equally bear the fees and expenses of the Chairperson. The provisions of Articles 15:01, 15:03, 15:04, 15:07, and 15:08 apply to a board of arbitration. The decision shall be unanimous or one reached by the majority of the members of the board; provided, however, that if there is no majority decision of the board then the decision of the Chairperson shall constitute the final and binding decision of the board.
- 15:07 Saturdays, Sundays and University holidays will not be counted in determining the time within which action is to be taken or completed under the Grievance Procedure.
- 15:08 Time limits set forth in this article may be extended by mutual agreement in writing between the parties hereto.

ARTICLE 16: APPOINTMENTS

JOB POSTING

- 16:01
- (a) Departments shall announce positions to be filled in accordance with the following timelines:
- on or before June 30th for course(s) commencing in September;
 - on or before October 31st for course(s) commencing in January; and
 - on or before March 15th for all course(s) in the Summer term

In the event that a Department has not met the deadlines prescribed above, email notification of any late postings shall be provided to the Union and on the

Department website stipulating the anticipated date on which postings will be available.

Notices of vacancies shall be posted on the Union (Article 27:02) bulletin boards, on Department websites and listservs, such other locations as are deemed appropriate and, the centralized, electronic system for posting bargaining unit positions. Such notices shall remain posted for at least fifteen (15) working days before such positions may be filled; however, in the event that a position becomes vacant unexpectedly (examples include, but are not limited to, an unanticipated change in course enrolment or funding; or as a result of circumstances in which the person originally selected elects not to take up the position, or is subsequently unable to fulfill the position because of illness, incapacity, death or resignation), such position may be filled after posting for fewer than fifteen (15) working days, but not fewer than two (2) working days. In such cases, the Department will make best efforts to post for as long as is practicable.

Each job posting shall indicate:

- 1) the title and number of courses where positions are expected to be available;
- 2) an estimate of the number of positions available;
- 3) an estimate of the course enrolment;
- 4) hours of work;
- 5) dates of appointment, including class and tutorial/lab schedules if known;
- 6) for Course Instructor positions, an estimate of the TA support;
- 7) salary;
- 8) qualifications;
- 9) the application procedure including the closing date for applications;
- 10) a brief description of the duties;
- 11) if the position involves leading tutorials;
- 12) an announcement that the Department's hiring policy is available in the Department office and at the CUPE, Local 3902 office;
- 13) An employment equity statement inviting all qualified applicants to make application.
- 14) A statement regarding accessibility during the application and hiring processes.

All postings shall include the following statement: "This job is posted in accordance with the CUPE 3902 Unit 1 Collective Agreement." It is understood that some announcements of vacancies are tentative, pending final course determinations and enrolment. Job postings shall contain a standardized statement that the position will require regular attendance at the campus on

which the job is located unless the work is intended to be performed in another location in which case that other location will be specified on the posting.

- (b) A sole responsibility instructor position (see definitions - Article 29:08) may be posted to the bargaining unit or not at the sole discretion of the hiring Department, but no member of the bargaining unit shall be appointed to such a position except by the School of Continuing Studies, unless the position has been posted to the bargaining unit.
- (c) A copy of each posting shall be forwarded to the Union office within three (3) working days of its being posted. When postings are made in an electronic form (e.g., by e-mail, newsgroup, or on a web-site), notice of the posting (or the posting itself if the posting be sent by e-mail) shall be sent by electronic mail to the Union. When an emergency posting is made, the Union shall receive a copy without undue delay.

DEPARTMENTAL HIRING POLICIES

16:02

- (a) Departmental hiring policies, copies of which have been supplied to the Union, do not form part of this Collective Agreement, and are therefore not subject to the grievance and arbitration procedures of the Collective Agreement (Articles 14 and 15), however an alleged failure to provide such statements would be subject to the grievance and arbitration process. Statements will include procedural information and interpretative guidelines that the Department follows in the posting of notices and awarding of appointments under this Collective Agreement with specific reference to operationalizing the hiring criteria as per Article 16:03 of this Collective Agreement, and in reference to the University's graduate student funding policy statement. Such statements shall also include procedural information that the Department follows in giving due consideration to subsequent appointment holder preferences as per Article 16:06 (5). In the event that a Department alters its written policy, the Employer shall supply the Union with a copy of such alteration. The University agrees that Departmental hiring policies shall, with respect to the University's graduate student funding policy, reflect the normal practice in the Department, including planned variation of hours of bargaining unit work according to year in programme.
- (b) In the case of Graduate Centers and Institutes, where bargaining unit work is normally outside the department of registration, the amount of bargaining unit work to be included in the funding package will be determined by the department of registration in compliance with its policy statement provided under this article regarding composition of packages.

HIRING CRITERIA – TEACHING ASSISTANTS

16:03

- (a) When hiring teaching assistants for posted positions, preference in hiring shall be given to graduate students enrolled in the School of Graduate Studies of the University of Toronto or those who have made application to be enrolled in the School of Graduate Studies of the University of Toronto. Appointments shall be made for the full academic session, or a portion thereof.

In considering applicants who possess the minimum threshold qualifications required for a posted position, hiring criteria shall be: academic qualifications, demonstrable suitability for the position, the University's need to support excellent students in pursuing graduate studies with the hiring Department or a Graduate Centre or Institute, enrolment in a recognized graduate program of study in the hiring Department or a Graduate Centre or Institute, financial need, the need to acquire experience, previous experience, teaching ability, and, for continuing students, previous satisfactory employment under the provisions of this Collective Agreement.

In deciding between two relatively equal candidates, the Employer shall hire the candidate with the greater competence.

This article shall not be used to prevent a Department from appointing a graduate student as a teaching assistant if the graduate student has not already been employed as a teaching assistant at the University.

HIRING CRITERIA – COURSE INSTRUCTORS

- (b) In considering applicants who possess the minimum threshold qualifications for a posted position, hiring criteria shall be: teaching ability, academic qualifications, currency and mastery of the subject matter, financial need, the need to acquire experience, past teaching experience and the extent to which they meet other preferred qualifications.

In deciding between two relatively equal candidates, the Employer shall hire the candidate with the greater competence.

This article shall not be used to prevent a Department from appointing a senior doctoral student or a postdoctoral fellow to teach as a sole-responsibility instructor if that senior doctoral student or postdoctoral fellow has not already taught as a sole-responsibility instructor.

ASSISTANT INVIGILATORS

16:04 The Employer may employ assistant invigilators to help faculty and/or bargaining unit members assigned to the course in conducting tests and examinations where there are not enough bargaining unit members assigned to the course available to fulfill the duties.

Where and to the extent that invigilation is required, teaching assistants assigned to the course must be assigned and must carry out invigilation as part of their duties. Where additional assistance may be required, one (1) or more assistant invigilators may be hired.

Preference in hiring assistant invigilators will be given to students enrolled in the University of Toronto.

Save this article, only the following articles apply to this group of employees: Article 1, General Purpose; Article 2, Recognition; Article 3, Reservation of Management Rights; Article 4, No Discrimination; Article 5, Personal Harassment; Article 6, No Strikes and No Lockouts; Article 7, Union Security; Article 8, Information to Employees; Article 9, Correspondence; Article 11, Labour/Management Relations; Article 13, Progressive Discipline; Article 14, Grievance Procedure; Article 15, Arbitration; Article 21, Holidays; Article 26, Salaries; Article 28, Health and Safety.

NOTICE OF APPOINTMENT

16:05 All applicants shall be advised in writing of the outcome of their applications at the earliest possible date. All applicants for regularly posted positions shall receive such notification

on or before August 7th for course(s) commencing in September;
on or before December 7th for course(s) commencing in January; and
on or before April 22nd for all course(s) in the Summer term.

Where a position which has been offered is withdrawn before the offer has been accepted, the Department shall endeavour to offer a position of an equivalent or greater number of hours to the affected applicant.

SUBSEQUENT APPOINTMENTS

16:06 Definition: for the purpose of interpreting this article, an “appointment” consists of all hours of work an employee is employed to fulfill in the employing Department in an academic session.

(1.a) For Departments offering courses on a term or sessional basis, the first appointment extended to a Ph.D. student enrolled in the School of Graduate Studies of the University of Toronto shall consist of an initial appointment not to exceed one (1) academic session in length and, in subsequent academic sessions, second, third, fourth, fifth, and sixth appointments which shall also not exceed one (1) academic session in length.

(1.b) For Departments offering courses on a term or sessional basis, the first appointment extended to an SGS II Masters student (full-time students enrolled in the third or greater year of a Masters’ program are eligible to receive the SGS II rate of pay) enrolled in the School of Graduate Studies of the University of Toronto shall consist of an initial appointment not to exceed

one (1) academic session in length and, in a subsequent academic session, a second appointment which shall also not exceed one (1) academic session in length. Part-time students shall be considered SGS II students only once they have completed the equivalent of two (2) full-time years of study.

- (1.c) Where an employee is employed in more than one (1) Department, only the employing Department in which the employee had the greater(est) number of hours shall be required to provide a contractually obligated subsequent appointment.
- (1.d) Employees who transfer from a Masters' to a Ph.D program during the term of their appointment will be treated as Masters students for the purposes of 16:06.
- (2.a) **Timing of the Subsequent Appointment(s):** Where an employee's first appointment is in a Fall/Winter academic session, the employee's subsequent appointments shall normally occur in consecutive Fall/Winter sessions immediately subsequent to the academic session in which the employee was employed on their initial appointment. Where an employee's first appointment is in a Summer academic session, the employee's subsequent appointments shall normally be in consecutive Summer academic sessions immediately subsequent to the academic session in which the employee was employed on their initial appointment. Where an employee's initial appointment is in the Summer academic session, the employee's remaining subsequent appointments may be transferred to the Fall/Winter academic session upon mutual agreement in writing.
- (2.b) Once during the course of an employee's employment in the bargaining unit, an employee shall have the right to defer a subsequent appointment. Upon written request of the employee, additional variation in the consecutive nature of the academic sessions in which an employee is appointed to subsequent appointments (i.e., delaying an appointment to a non-consecutive academic session) may be granted at the sole discretion of the employing Department.
- (2.c) Where an employee is on an approved leave of absence as defined by the School of Graduate Studies' Leave of Absence policy and is ineligible to work in the bargaining unit, the employee's subsequent appointment shall be held in abeyance pending the employee's return from such leave. The abeyance period shall not be considered a deferral for the purposes of Article 16:06 (2.b).
- (3) **Nature of the Subsequent Appointment(s):** Shall be determined by the employing Department and conveyed to the employee as soon as possible.

- (4) ***Allocation of Hours of the Subsequent Appointment(s):*** Hours for the second, third, fourth, fifth, and sixth contractually obligated subsequent appointments shall be:
- i. at least equal to the total number of hours of the initial appointment, or the second appointment, if greater, within the hiring Department in which the employee had the larger(est) initial appointment up to a maximum of one (1) regular appointment, as defined in Article 16:07; additional hours, if any, worked in any other Department are not included in determining the minimum obligation for hours of subsequent appointment(s).
 - ii. for employees with at least thirty-five (35) hours in the initial or second appointment, a minimum of fifty (50) hours in total per remaining subsequent appointments
- (5) ***Notice of the Subsequent Appointment(s):*** No later than April 30th for the Fall/Winter session, or January 15th for the Summer session, the employing Department shall request, in writing, confirmation of the employee's intention to take up the employee's next contractually obligated subsequent appointment in that session and, if the individual does intend to take up such appointment, to indicate any preferences. The employing Department will give these preferences due consideration in assigning the appointment. Such notice to the employee shall also include the number of hours in the subsequent appointment, and the number of subsequent appointments and deferrals remaining. An employee commencing either the fifth or sixth subsequent appointment shall have the one-time-only right to continue as a teaching assistant in the course in which they were employed in the previous year. The employee's written response must be received by the employing Department within twenty (20) working days of the date of the Department's request.

Where an employee has been assigned a Course Instructorship, the employee may request an alternate assignment to a Teaching Assistant position within two (2) working days of being notified. Requests will be given due consideration and may be granted at the sole discretion of the Chair. Where the request is granted, best efforts will be made to offer an alternate assignment that is at least equal to the minimum obligation of hours of the subsequent appointment. It is understood that there is no guarantee that the minimum obligation of hours of the subsequent appointment will be fulfilled in these circumstances.

- (6) ***Cancellation of the Subsequent Appointment(s):*** Where a subsequent appointment is cancelled for any reason, including unsatisfactory performance of duties in a previous appointment, the affected individual may file a grievance under Article 14:07 within forty (40) working days of receipt of notice that the appointment is cancelled. All correspondence flowing from this Article shall be provided in writing.

- (7) The provisions of Article 16:01 and 16:03 shall not apply to a contractually obligated subsequent appointment.
- (8) **Exemption:** No subsequent appointment is owed to an individual should the individual withdraw from, transfer from, or otherwise cease a program of graduate studies at the University of Toronto. If an individual registered in the hiring Department transfers the individual's registration to another graduate Department of the University of Toronto, the obligation to provide any remaining subsequent appointments under this article shall be moved from the hiring Department and assumed by the new Department of registration.
- (9) **Exemption:** Where an employee has been appointed to teach under this Collective Agreement a course regularly taught by a faculty member who will not teach the course during that session, Article 16:06(1) will not be applicable. Such an appointment shall not be counted as a subsequent appointment.
- (10) **Exemption: The School of Continuing Studies:** No obligation to provide (a) subsequent appointment(s) shall arise from any appointment at the School of Continuing Studies.
- (11) None of the above constitutes any kind of a limit on the number of appointments to which a graduate student may be appointed.

HOURS OF WORK

16:07 A regular position is one that requires either an average of ten (10) hours of work per week for a total of 280 hours of work per academic session or one (1) Course Instructorship (as defined in Article 26, Salaries). Work loads equivalent to those of a regular position may be compressed into a shorter time period in accordance with the needs of individual Departments and after consultation with the employee involved. Workloads less than those of a regular position, either in terms of hours per week, or in terms of total hours per academic session, may be arranged and will be paid for on an hourly basis.

JOB DESCRIPTIONS

16:08

- (a) Within fifteen (15) working days after a position is offered, the supervisor shall provide the candidate with a written description of the position including the nature of the duties and the number of hours required to complete the said duties. Such descriptions shall be completed on a Description of Duties and Allocation of Hours form hereto attached in accordance with the Job Description Guidelines (Appendix A). The Designated Authority of the employing Department shall sign the job description for each employee in the Department. It is agreed that a

prospective employee shall not be required to accept a position prior to receipt of a written description of the position. An employee's signature on the description signifies only that they have received and reviewed the duties.

The supervisor and the employee shall meet prior to the commencement of duties as set out in the job description, to discuss assigned duties and the time required to perform them. Provision for attendance at such a meeting shall be included in the hours allotted on each employee's job description.

It shall be the responsibility of the supervisor to specify in appropriate detail the manner in which assigned duties are to be performed. In the absence of such instructions, no employee shall be penalized or prejudiced in any way for the employee's choice of approach.

- (b) Within one (1) month of the commencement of each academic term, the Designated Authority of the employing Department shall provide to the Union a list of the names of all employees appointed in the Department in that term, which the employees have initialled to confirm receipt of their job descriptions. The list shall include the course number and the number of hours assigned to each employee.

In each academic term, the Union may select up to seven (7) Departments, which shall be notified that they may be audited for purposes of reviewing the Description of Duties and Allocation of Hours forms for all employees appointed in that term, in order to verify compliance with the provisions of this Article of the Collective Agreement. From among the seven (7) Departments notified, three (3) may be selected for an audit, which shall be conducted jointly by a representative of the Union and the Executive Director, Labour Relations or designate, who shall be provided with access to all Allocation of Hours and Description of Duties forms. The Union shall give at least one (1) week's notice of the audit. The Chair or Designated Authority and the Steward of the Department shall be entitled to be present for the audit.

- (c) In the case of Course Instructors, there shall be no assignment of hours to duties. However, the overall number of deemed hours associated with the Course Instructorship in accordance with the Letter of Intent: Employment Insurance Hours for Course Instructors shall be included in the employee's letter of offer.

DUTIES

16:09

- (a) All duties assigned to an employee shall be listed on the Description of Duties and Allocation of Hours form found in Appendix A and shall be included in the calculation of required hours. These duties shall include, for example, but are not limited to: preparation for classes, preparation of

written or audio-visual materials, designing and maintaining course websites, attending lectures, teaching, leading discussions and supervising laboratories, rating students' work, holding office hours, consulting with students (including electronic consultation), writing and grading tests, examinations and lab sets, grading essays and term papers, setting up experiments, conducting field trips, and conferring with the supervisor in charge, as required by the employee's teaching duties.

DUTIES – CHIEF PRESIDING OFFICER

Duties of Chief Presiding Officers shall include being responsible for the confidentiality of final examinations, and providing coordination and consistency in the administration of such final examinations, in accordance with the policies and procedures which have been or may be established by the Office of the Registrar. The duties of a Chief Presiding Officer shall not include invigilation.

DUTIES – ASSISTANT INVIGILATORS

- (b) Duties of the Assistant Invigilator shall be limited to distribution and collection of test and examination materials, the taking of attendance and collection of signatures, escorting of students to and from washroom facilities, and monitoring activities within the examination room.

DUTIES – PEER ASSISTANTS

- (c) Peer Assistants are undergraduate students in the University of Toronto who have been hired to assist Teaching Assistants or Course Instructors. The duties for which they may be engaged are limited to assistance in, or in connection with: set-up of labs or experiments; set-up of audio-visual material; demonstrations relevant to laboratories, including language laboratories; clerical tasks, including photocopying; preparation of handouts; field trips, attending lectures or seminars; consulting with Teaching Assistants or Course Instructors; reading course materials, manuals, or textbooks. Peer Assistants shall not mark or grade student work, or be assigned sole responsibility for classes, laboratories or tutorials.

Peer Assistants may be engaged only with the prior express written authorisation of the Chair or the Department and the Course Instructor for the course if there is one. Peer Assistants are exempt from Articles 16:01 and 16:03 of this Collective Agreement, but Departments shall ensure that Peer Assistant opportunities are posted publicly for at least two (2) working days.

ALTERATIONS DURING THE TERM OF EMPLOYMENT

- 16:10 During the term of employment, the supervisor shall have the right to reallocate time applied to the duties and substitute or revise duties without changing the total number of hours or significantly altering the nature of the duties. With the

express written agreement of the employee, the Chair or Designated Authority may increase the total number of hours of work as set out on the employee's job description. Before implementing such changes, the supervisor shall discuss the changes and the reasons therefor with the employee, and shall provide the employee with a copy of the revised job description.

REVIEW OF ASSIGNED HOURS

16:11 It is agreed that the employee and the employee's supervisor have a mutual responsibility to ensure that the total hours of work as set out in the employee's job description are not exceeded. This section does not apply to Course Instructors.

The supervisor shall be responsible for scheduling a meeting with employees at least once per appointment, individually or as a group, at or around the mid-point of their appointments, for the purpose of conducting a review of each employee's job description, and ensuring that employees' hours of work as set out in their job descriptions continue to be appropriate. For Fall/Winter Session courses, this mid-course meeting shall be held no later than November 15th for "F" courses, January 31st for "Y" courses, and March 1st for "S" courses. For Summer Session courses, the meeting shall be held no later than May 31st for May-June courses, July 31st for July-August courses, and July 1st for May-August courses. Following this meeting, the supervisor, with approval of the Chair, shall inform the employee of any revisions to the employee's Description of Duties and Allocation of Hours form, and shall give a copy to the employee.

WORKLOAD REVIEW

16:12

(a) Where an employee has any reason to believe that they may be unable to perform the duties specified in the job description within the hours specified thereon (either the total hours or the hours applicable to a section thereof), the employee shall deliver a Workload Review Form (Appendix B) to the employee's supervisor or, in special circumstances, to the designated authority without delay. A discussion is encouraged, but in any event, the supervisor or designated authority shall respond within five (5) working days of receipt of the form by returning the form to the employee. The supervisor or designated authority shall meet with the employee within an additional five (5) working days to discuss the response. If no agreement can be reached, the employee may file an individual grievance commencing at Step 1 of the Grievance Procedure (Article 14). In the event the grievance is not settled and proceeds to arbitration, the arbitration board or sole arbitrator may award payment for additional hours worked, provided, however, that no such payment may be awarded where the additional hours resulted from the employee's choice of approach to the employee's duties, and/or where the additional hours were worked prior to the employee's delivery of the Workload Review Form to the employee's supervisor.

- (b) Section 16:12(a) does not apply to Course Instructors. Nevertheless, a Course Instructor who feels that the workload in the course exceeds that of a comparable course in the same Department (or exceeds four hundred and sixty (460) hours for a full course, or two hundred and thirty (230) hours for a half course) shall raise this matter with their supervisor or, in special circumstances, to the designated authority without undue delay. The supervisor shall discuss this matter with the Course Instructor and shall make every reasonable attempt to reach agreement on workload issues.

NO LAYOFFS

16:13 During the course of employment, no employee shall suffer a reduction of hours worked during the term of the employee's appointment, unless such layoff or reduction comes as a result of conditions beyond the control of the Employer. In case of such a layoff or reduction the Employer shall endeavour to offer a position of an equivalent or greater number of hours to the affected employee.

ARTICLE 17: TRAINING

EMPLOYMENT TRAINING

17:01

- (a) The first appointment of an employee shall include mandatory participation in a training program of a minimum of four (4) hours as established by the Department; employees required to work in a laboratory setting shall receive safety training appropriate to ensuring the safe operation of a laboratory of students. Teaching Assistants shall be paid for participation in such training in accordance with Article 26:01 (Salaries).
- (b) Where Teaching Assistants holding a second or later appointment are required to participate in training programs established by the Department, they shall be paid for their participation in accordance with Article 26:01 (Salaries). Teaching Assistants or Course Instructors holding a second or later appointment of at least thirty (30) hours may, during the course of each such appointment or immediately prior to commencing such an appointment, identify up to four (4) hours of training relevant to their current assignments, and submit a request for training to their supervisors, describing the nature of the training sought. If approved, such teaching assistants may attend and be paid for attending such training. The supervisor may request proof of attendance at the training session in order to authorize payment.
- (c) Where a Department or group of Departments organizes an employee training or orientation program in which first appointment teaching assistants are required to participate, the Department Steward or other Union Representative shall be entitled to attend, and will have the right to speak to the employees for a period of twenty-five (25) minutes. The Steward or other Union Representative shall not be paid for attendance. The Department will notify the Union at least two (2) weeks in advance of the

session. Once per academic year, the University will notify Departments in writing of their notification obligation. Where the TATP is delivering a training or orientation session on behalf of a department or group of departments, in which first appointment teaching assistants are required to participate, the TATP shall notify the Union by providing a schedule of said sessions. Unless otherwise stated, it shall be understood that the Union is invited to each of these TATP-run sessions and shall have the last twenty-five (25) minutes of the agenda at each session.

It is understood that where a training or orientation program is organized over a series of sessions, the Union will be invited to speak at one session only.

The University will hold one session on each of the three (3) campuses in both the fall term and spring term (as per Article 29:04) for those first appointment teaching assistants who are not employed in an area where training or orientation is delivered in the manner noted above. A Union Representative shall be entitled to attend, and will have the right to speak to the employees for a period of fifteen (15) minutes. The Union Representative shall not be paid for attendance. The University will notify the Union at least one (1) week in advance of each of these sessions.

TEACHING ASSISTANT TRAINING PROGRAMME

- 17:02 The purpose of the University's Teaching Assistant Training Programme for members of this bargaining unit is to enhance the quality of education of undergraduates who are served by members of the bargaining unit. The programme is staffed by experienced teaching assistants who provide guidance, advice, coaching, consultation, and training, mainly on an individual basis, to teaching assistants as aids in carrying out their assigned duties. The services of the programme are intended to supplement rather than replace training programmes required by and offered through hiring Departments. Persons employed with the Teaching Assistant Training Programme may, if requested, provide advice to Departments in establishing or modifying their existing training and orientation programmes. The Employer shall from time to time name a Designated Authority responsible for this programme and communicate this appointment to the Union.
- 17:03 Bargaining unit members who seek assistance from the Teaching Assistant Training Programme do so on a voluntary (unpaid) basis. However, Departments that require employees to seek assistance from the Teaching Assistant Training Programme shall specify the requirement, including the number of hours, in writing, and shall allocate such hours as paid time. Employees may use the programme in order to seek additional training as per Article 17:01(b).
- 17:04 The Teaching Assistant Training Programme shall be staffed by at least four (4) members of the bargaining unit (designated teaching fellows) for Winter

sessions, each holding an appointment of two hundred and eighty (280) hours, as required, to fulfill programme needs as determined by the Designated Authority of the programme. If the programme requires work from the teaching fellows in the Summer session, in order to prepare for the Winter session, the Designated Authority shall have the right to assign additional hours to an existing or prospective teaching fellow.

ARTICLE 18: COURSE INSTRUCTORS

18:01 Unit 1 Course Instructors shall receive the same TA support as other current instructors in the undergraduate teaching unit in which the work is performed.

18:02 First time Unit 1 Course Instructors shall receive six (6) hours of training paid at the SGSII rate. Training may include matters such as course organization; teaching skills; supervision of teaching assistants; in-class conflict resolution & safety; procedures for addressing academic integrity; Blackboard and any other technology required for the performance of their assigned duties.

18:03 Course Instructors shall be remunerated for additional work required to be performed arising directly out of an appointment under this Collective Agreement and which is required to take place following the normal ending date of the appointment, including marking deferred examinations or assignments or providing information regarding allegations of academic offences by student(s) to disciplinary reviews, hearings or tribunals. Remuneration will be on an hourly basis at the SGSII rate for no less than one (1) hour, with the hours to be determined and agreed upon by the employee and her/his supervisor in advance of the hours being worked, based on divisional practices and with the approval of the Department Chair. In the event that the additional work in regard to academic offences exceeds the agreed-upon hours due to unforeseen circumstances, the employee and the Chair shall, by mutual agreement, revise the allocation of hours accordingly.

18:04 Each hiring unit shall provide a resource sheet to each Course Instructor together with the letter of offer. This sheet shall include information concerning teaching resources and procedures within the hiring unit including, but not necessarily limited to: ordering of books, expensing of printing/photocopying and other costs incurred in teaching, booking of rooms, booking of additional classroom and equipment media, and gaining access to technical support. This resource sheet should be reviewed annually and updated as necessary.

ARTICLE 19: EMPLOYEE EVALUATION AND RECORDS

19:01 The Employer and the Union agree that the purposes of performance evaluations are to improve the quality of the employee's work by assisting the employee to develop skills, to provide the employee with constructive feedback on the employee's performance and to provide a written record of that performance. Such constructive feedback may include referring the employee to relevant existing University resources.

19:02 A Department may evaluate each employee's work performance in writing using methods appropriate to that Department. Normally, a Department will not conduct formal written evaluations more than twice per period of appointment. In any course in which employees are being evaluated, the supervisor shall conduct an evaluation of each employee in that course.

Alternatively, the evaluation may be informal in nature, but a written record of the discussion's occurrence, signed by both parties to acknowledge the discussion has taken place, shall be retained.

An employee, while working under direct supervision, may request a written or informal evaluation by the supervisor not more than twice per period of appointment, by submitting a written request to the supervisor. Course Instructors may direct their requests for evaluation to the Course Coordinator or Chair/Designated Authority, as appropriate. Such evaluation shall be provided to the employee within four (4) weeks.

An employee shall be provided with at least five (5) working days' advance notice of a formal written evaluation. For Course Instructors only, where a classroom visit is an integral part of the performance evaluation, at least two (2) working days' advance notice of such a visit shall be provided to the Course Instructor.

Written evaluations shall be discussed with the employee by the employee's supervisor. The employee shall sign the evaluation solely to acknowledge the fact that such discussion has taken place. The employee may add a written comment on the evaluation. All such evaluations or records of informal discussions shall be included in the employee's employment file.

A second (follow-up) evaluation may be requested by the employee to take place before the end of the appointment.

Where the first evaluation indicates an overall rating of unsatisfactory, a second evaluation is mandatory, provided that sufficient time remains before the end of the appointment. If insufficient time remains within the current appointment to complete a second (follow up) evaluation, the evaluation with an overall rating of unsatisfactory shall not be relied upon in any hiring decisions until the employee has been subsequently evaluated in another appointment. Such an evaluation shall be deemed to be a second evaluation for the purpose of this article and shall not trigger an obligation to evaluate any other employees in accordance with the first paragraph of 19:02. For clarity, the Chair may remove the unsatisfactory evaluation from the employment file at the Chair's sole discretion.

COURSE EVALUATIONS

19:03 Course evaluations, where available and applicable, shall be provided to each employee and retained in the employee's personnel file. An employee shall have the right to append comments to the course evaluations for inclusion in the employee's personnel file.

Course evaluations, whether conducted by the Department or by a student organization or by any other means, shall not be admissible as the sole evidence of unsatisfactory performance in either the discipline procedure or in arbitration. Departments may make use of course evaluations as an element in the Department's method for assessing work performance.

19:04 A performance evaluation shall not be the subject of a grievance except in the event of an allegation or complaint of discrimination as defined in Article 4:01(a).

EMPLOYMENT FILE

19:05 An employment file shall be maintained within each Department for each employee employed within it, which shall be separate from the employee's academic record. The employment file shall contain only those documents bearing the employee's signature, acknowledging receipt only, and relating to the employee's employment.

19:06 An employment file shall be available within the Department for use in making decisions relating to employment by the Employer but no documents contained therein shall be released physically or orally outside the Department without the employee's (or former employee's) prior consent in writing.

19:07 An employee who applies for a position in a Department other than that of previous employment shall be deemed to have given prior consent to the release of the employee's employment file to the Department to which application has been made, and to its transfer to that Department should employment be accepted in it.

19:08 An employee, or former employee within two (2) years from the termination of last employment or from last enrolment in the University, whichever is later, may inspect the employee's, or former employee's, employment file on request. The Employer shall provide the employee, or former employee, copies of any document contained in the employment file upon request. Examination of the employment file may be made after the employee or former employee gives notice of the desire to do so, and under the conditions which the Department deems appropriate to ensure the security of the file. An employee or former employee shall have the right to respond in writing to any document contained therein. Such reply shall be included in the employment file.

ARTICLE 20: LEAVES OF ABSENCE

Where an employing Department arranges for the substitution of duties for any employee taking any of the leaves provided for by this Article, so long as such leave is of less than two calendar months' duration, the provisions of Articles 16:01 (Job Posting), 16:05 (Notice of Appointment), 16:08 (Job Descriptions), and 16:13 (No Layoffs) shall not apply.

Where a Department engages a substitute employee as a Teaching Assistant, the Department shall provide a notice in writing of the expected number of hours and associated duties.

SHORT-TERM LEAVE

20:01 With the approval of the supervisor(s) concerned, an employee may be eligible for short-term leave in accordance with the provisions of this article. Permission for such short-term leave shall be requested as far in advance as possible and shall not be unreasonably withheld.

Union Conventions and Seminars

- (a) Subject to approval of the supervisor(s) and upon written request at least five (5) working days in advance, leave of absence without pay shall be granted to not more than ten (10) employees at any one time, who may be elected or selected by the Union to attend any authorized labour convention or educational seminar. Such leave of absence is to be confined to the actual duration of the convention or educational seminar and the necessary travelling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

Academic Conference Leave

- (b) An employee who has been invited to deliver a paper, present research findings, chair a session, or serve as a discussant at an academic conference may request short-term leave for the time necessary to travel to and from the conference, and discharge their obligations. In seeking the approval of the supervisor for such leave, the employee shall request the leave as far as possible in advance of the time the leave would be taken. If known, such a request will be made during the discussion of the Description of Duties and Allocation of Hours Form at the start of the appointment.

Absence from Work for Union Business

Negotiations

- (c) The Union shall advise the Employer in writing of all members of the Union bargaining committee. Where a member of the Union bargaining committee encounters an unavoidable conflict between any scheduled contact hours arising from appointment as an employee and attendance at a scheduled negotiation meeting with the Employer, the member of the Union bargaining committee shall be entitled to attend the negotiation meeting without loss of pay. The affected member shall provide the supervisor with as much advance notice as possible.

Grievances and other Union Business

- (d) Where attendance at a grievance meeting or an arbitration hearing unavoidably conflicts with any scheduled contact hours arising from appointment as an employee, those Union Stewards, Officers, grievors and witnesses whose presence is required shall be entitled to attend without loss of pay. The affected member shall provide the supervisor with as much advance notice as possible.
- (e) Where attendance at a Labour/Management Committee meeting, any other Joint Committee or Task Force established by the parties, or a Labour Board hearing or meeting unavoidably conflicts with any scheduled contact hours arising from appointment as an employee, those Union Stewards, Officers and witnesses whose presence is required shall be entitled to attend without loss of pay. The affected member shall provide the supervisor with as much advance notice as possible.
- (f) Wherever possible an employee entitled to leave under Articles 20:01 (d) and (e) shall provide two (2) working days' notice of the employee's anticipated absence to the employee's supervisor.

UNION LEAVE

20:02 An employee who is appointed, selected or elected to work for the Union (including the CUPE National and/or any labour bodies to which the Union is affiliated) shall at the written request of the Union receive a temporary leave of absence for a period not to exceed eight (8) months, or the term of office, whichever is shorter. Employees on such leaves of absence will continue to be paid by the Employer, but the Union shall reimburse the Employer for such wages and benefit payments upon receipt of a statement of the amount owing. The provisions of Article 16:01 (Job Posting), 16:05 (Notice of Appointment), 16:06 (Subsequent Appointments), and 16:13 (No Layoffs) shall not apply to replacements arranged by the Employer resulting from employee absences because of Union leave.

20:03 Wherever possible an employee entitled to leave under Article 20:02 shall provide one (1) month's notice of the employee's anticipated absence to the employee's supervisor. Union leave shall not be granted to more than ten (10) employees at any one time.

PREGNANCY LEAVE

20:04

A pregnant employee shall be granted a pregnancy leave of absence of up to seventeen (17) weeks upon written request submitted at least two (2) weeks in advance stating that the employee is pregnant and the probable date of delivery.

Where the Department requests a certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynaecologist, midwife) confirming this information, such certificate shall be provided without undue delay. Such certificate shall be at the Department's expense.

The employee and the employing Department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of a leave may not extend beyond the ending date of the employee's appointment, except as otherwise provided for in this article.

An employee may return to work within the original period of appointment upon giving two (2) weeks' notice in writing of the employee's intention to do so or upon confirming the previous arrangement for return.

The employee shall be reinstated to the position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of the appointment.

Employees who are eligible for pregnancy leave per the paragraphs above are entitled to choose one of the two following benefits:

- A) Leaves of four (4) months or less shall not result in an interruption of regular monthly instalments. Leaves longer than four (4) months shall be without pay for the period which exceeds the first four (4) months of such leave.

OR

- B) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit, a supplementary benefit will be provided. The University will pay the employee ninety-five (95) percent of regular weekly pay during the one (1) week waiting period for Employment Insurance benefits, and, for the next sixteen (16) weeks, or until the end of the appointment (whichever comes first) will pay the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of the actual weekly salary which the employee was receiving on the last day worked prior to the commencement of the pregnancy leave, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amount of those benefits.

The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e., 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment

exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

- (a) In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may begin the leave immediately, but shall notify the employing Department as soon as possible, but no later than ten (10) working days subsequent to the first day of leave; the employee shall provide, at the Employer's expense, a doctor's certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynaecologist, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the employee was expected to give birth.

PARENTAL LEAVE/ADOPTION LEAVE

20:05 An employee who has been appointed for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence of up to thirty-five (35) weeks following (a) the birth of the child; or (b) the coming of the child into the custody, care, and control of a parent for the first time. Both parents will be eligible to take a parental leave as follows:

- i. Up to thirty-five weeks of parental leave for employees who take pregnancy leave;
- ii. Up to thirty-seven weeks of parental leave for all other new parents;
- iii. Such shorter or longer period of time as might be required under the *Employment Standards Act, 2000* from time to time.

Application for such leave shall be submitted in writing to the Designated Authority of the employing Department at least two (2) weeks in advance, indicating the date on which the leave is to begin. Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care, and control of a parent for the first time.

Parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care, and control of a parent for the first time.

In the case where the employee who is the parent of a child stops working because the child comes into the custody, care, and control of the parent for the first time sooner than expected, the employee must provide written notice that the employee wishes to take leave within two (2) weeks after stopping work.

The employee and the employing Department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave;

however, the ending date of the leave may not extend beyond the ending date of the employee's appointment, except as otherwise provided for in this article.

Upon completion of the leave, the employee shall be reinstated to the position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of the appointment.

Employees who are eligible for parental leave per the paragraphs above are entitled to choose one of the two following benefits:

- (a) Leaves of four (4) months or less during the term of an appointment shall not result in an interruption of regular monthly instalments. Leaves longer than four (4) months during the term of the appointment shall be without pay for the period which exceeds the four (4) months of such leave. No payment will be made which exceeds the end of the term of employment.

OR

- (b) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit and who provide the University with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University will provide the following:
 - i. For an employee who has taken pregnancy leave, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
 - ii. For an employee who takes parental leave for which a one- week waiting period has already been served in respect of the same child, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;
 - iii. For an employee who takes parental leave and is required to serve a one (1) week waiting period, ninety-five (95) percent of salary during the one (1) week waiting period, and the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for nine (9) weeks;
 - iv. The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e., 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI

benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

20:06 Where an employee who qualifies for leave under article 20:04 and/or article 20:05 commences said leave during one appointment, and has a further appointment in the immediately consecutive term, the employee shall be eligible to continue leave, if there is any entitlement remaining, into that next appointment.

NON-BIRTH PARENT LEAVE

20:07 Upon the birth or adoption of a child, a non-birth parent shall be entitled to up to one (1) week without loss of pay within six (6) weeks of the birth of the employee's child, or the coming of the child into the care, custody and control of a parent for the first time. Such requests shall be made as far in advance as possible. For clarity, this provision is available to any non-birth parent.

BEREAVEMENT LEAVE

20:08 The University will grant up to three (3) consecutive days leave from scheduled contact hours per session without loss of pay in the event of the death of an employee's spouse, partner, child, grandchild, parent, sibling, or grandparent, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (eg. a close friend). For clarity, the foregoing is inclusive of step and in-law relations and relations regardless of gender. If extensive travel is required, the employee may be permitted up to five (5) consecutive days leave from scheduled contact hours per session without loss of pay. The provisions of Articles 16:01, 16:05, 16:08, and 16:13 shall not apply to replacements arranged by the Employer resulting from employee absences under this Article.

COMPASSIONATE LEAVE

20:09 Upon request, an employee shall be granted leave without loss of pay of up to one (1) week to attend to a seriously ill relative, or close friend once per academic year. Unpaid compassionate leaves under this article may be granted during the same academic year.

JURY DUTY LEAVE

20:10 Upon written request, supported by a copy of the summons, an employee shall be granted leave at full salary to appear for, sit for, or serve jury duty, or Crown witness service, provided that upon return to work the employee shall provide the Supervisor with written confirmation of the date(s) and time(s) on which the employee appeared and/or served, signed by an appropriate official of the Court.

SICK LEAVE

20:11

- (a) Employees who have an appointment or appointments totalling two hundred and forty (240) hours or more in an academic session shall be granted up to three (3) days of paid sick leave at the regular rate of pay. Employees who have an appointment or appointments totalling one hundred and forty (140) hours or more in an academic session shall be granted up to two (2) days of paid sick leave at the regular rate of pay. Employees who have an appointment or appointments totalling fifty (50) hours or more in an academic session shall be granted up to one (1) day of paid sick leave at the regular rate of pay.

Course Instructors who are unable to attend regularly scheduled classroom or contact hours due to illness or injury shall be granted up to six (6) days of sick leave per academic session (if the Course Instructor teaches more than one (1) FCE per academic session, the Course Instructor shall be granted up to eight (8) days of sick leave per session).

To qualify for sick leave without loss of pay, the employee must promptly, and in advance if possible, notify their supervisor and the Chair or Designated Authority of the employing Department of the expected duration of the illness/injury.

- (b) No additional absence or absences due to medical reasons shall be with pay. Sick leave shall apply only to regularly scheduled classroom/laboratory contact hours. Notwithstanding the foregoing, in the event that an employee is expected to mark and/or grade during a period of sickness, every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading after their sickness. Sick leave credits shall not accumulate from one appointment to another. Employees may be required to provide a physician's certificate, at the Employer's expense, upon return to work. All certifications by medical practitioners respecting sickness or injury shall be confidential.

Serious Illness, Surgery and Hospitalization

- (c) An employee who provides a certificate from a licensed physician confirming that the employee is unable to attend work and/or perform the employee's duties due to a serious illness, required surgery and/or hospitalization, and/or course of treatment may be granted up to four (4) months of paid leave at the employee's regular rate of pay during the period of the employee's appointment. For clarity, this includes leaves pertaining to gender reassignment.

DOMESTIC OR SEXUAL VIOLENCE LEAVE

20:12 Employees are entitled to Domestic or Sexual Violence leave pursuant to the *Employment Standards Act, 2000*. All provisions of the Act pertaining to this leave shall apply. Such leave of absence shall be without loss of pay for up to one (1) month at the employee's regular rate of pay during the period of the employee's appointment.

Written request for such leave along with any related documentation and correspondence shall be submitted to Health and Well-Being Programs & Services.

ARTICLE 21: HOLIDAYS

21:01 No employee shall be required to perform any duties on any of the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	New Year's Eve

nor on any holiday declared by the President of the University of Toronto. An employee shall be entitled to observe holidays of the employee's religion other than those specified above; however, except in situations where it is not possible to do so, the employee shall notify the employee's supervisor in writing of the employee's intention at least two (2) weeks prior to the said holiday.

ARTICLE 22: CANCELLATION OF HOURS

22:01 Where an employee's working hours are scheduled on a day-to-day or week-to-week basis, the employee shall be paid for the full amount of any scheduled contact hours cancelled with fewer than forty-eight (48) hours' notice. Further, where such an employee's scheduled contact hours are adjusted by the University and consequently the employee can no longer be available to work some or all of the shift, the employee shall be paid for the full amount of any scheduled contact hours changed with fewer than forty-eight (48) hours' notice provided that the employee works all of the scheduled contact hours that have not been affected as a result of the adjustment.

ARTICLE 23: UNDERGRADUATE STEWARDS

23:01 Undergraduates elected to steward positions who have previous satisfactory employment under the provisions of this Collective Agreement shall be entitled to priority in work assignments to which they make application and for which they are qualified, after the Employer has assigned work to qualified graduate students in accordance with Article 16.

ARTICLE 24: CONFLICTS WITH CENTRAL ADMINISTRATIVE DEADLINES

24:01 Where not in conflict with centralized administrative deadlines**, such as the final date for submitting grades, bargaining unit employees will not be required to fulfil marking/grading obligations for a period of three (3) working days immediately prior to a School of Graduate Studies (SGS) defence, thesis defence, proposal defence, qualifying paper defence, or comprehensive examination or equivalent (as defined by the graduate department in which the employee is enrolled as a graduate student). Further, where not in conflict with centralized administrative deadlines, Unit 1 employees will not be required to submit grades for a period of three (3) working days immediately following the forenoted events/activities.

It is understood that it is the responsibility of the employee to notify the Department of her/his intention to exercise this entitlement as early as possible.

- **
1. Fall term course drop date
 2. Final grades, fall term
 3. Full year course drop date
 4. Spring term course drop date
 5. Final grades

24:02 Where a centralized administrative deadline for the completion of grading falls within a period of three (3) calendar days immediately prior to or three (3) days immediately following a School of Graduate Studies (SGS) dissertation defence, thesis defence, proposal defence, qualifying paper defence or comprehensive examination or equivalent (as defined by the graduate department in which the employee is enrolled as a graduate student) and where the conflict cannot otherwise be resolved, the appropriate graduate director shall make a reasonable decision in consultation with the employee and/or the academic supervisor.

It is understood that it is the responsibility of the employee to notify the appropriate graduate director of a potential conflict as early as possible.

ARTICLE 25: EMPLOYEE FINANCIAL ASSISTANCE FUND

25:01 The University agrees to pay to the Union by 15 May of each contract year, the amount of \$3,200,000 for an Employee Financial Assistance Fund (EFAF) to be administered by the Union. The EFAF shall be used for the sole purpose of providing financial assistance to employees in the bargaining unit on an objective basis and shall not be used for any other purpose whatsoever.

It is understood and agreed that the Union is responsible for disbursing the majority of each annual payment to employees within twelve (12) months of receipt of each payment from the University. A third-party audit report demonstrating that the monies have been disbursed to employees in accordance with this Article, including numbers of employees receiving payments and the total amount disbursed, shall be provided by the Union to the University and made public by June 30 of each year of the Collective Agreement,

The EFAF is intended to address financial challenges faced by employees in the bargaining unit which may include but not be limited to: financial need, childcare expenses, education-related expenses, senior graduate student assistance, health care expenses, etc.

The Union shall develop criteria for disbursement and shall bring proposed criteria to the Labour/Management Committee for discussion prior to adoption by the Union. In the event that the Union decides to change criteria, the proposed changes shall also be brought to Labour/Management Committee for discussion prior to adoption by the Union.

The Union shall ensure that the EFAF is maintained in a separate account and is audited on an annual basis. Copies of the audited report shall be provided to the Employer on an annual basis within ninety (90) calendar days of the end of each contract year.

ARTICLE 26: SALARIES

26:01 **Effective January 1, 2018**, the salary for all employees holding regular appointments shall be as follows:

- (a) Undergraduates (UG) - \$ 12,443.20 per session (\$ 44.44 per hour).
- (b) Graduate Students who have not completed at least two (2) years of full-time graduate study and who do not have a Master's degree (or the equivalent) in the discipline or students in a second-entry program (i.e., who already have a Bachelor's degree) (SGS I) - \$12,443.20 per session (\$44.44 per hour).
- (c) Graduate Students in a doctoral program or those who have completed at least two (2) years of full-time graduate study or who have a Master's degree (or the equivalent) in the discipline (SGS II), and Post Doctoral Fellows (PDF) - \$12,443.20 per session (\$44.44 per hour).
- (d) Course Instructor -- \$15,800.00 for a full ("Y") course (including vacation pay). (\$15,192.31 excluding vacation pay)
- (e) Chief Presiding Officers (as defined) - \$31.00 per hour.
- (f) Assistant Invigilators (see Article 16:04) - \$29.28 per hour.
- (g) Invigilators, Services to Persons with a Disability - \$41.00 per hour.
- (h) Peer Assistants (see Article 16:09(e)) – \$38.32 per hour.

Effective January 1, 2019, the salary for all employees holding regular appointments shall be as follows:

- (a) Undergraduates (UG) - \$12,692.40 per session (\$45.33 per hour).
- (b) Graduate Students who have not completed at least two (2) years of full-time graduate study and who do not have a Master's degree (or the equivalent) in the discipline or students in a second-entry program (i.e., who already have a Bachelor's degree) (SGS I) - \$ 12,692.40 per session (\$45.33 per hour).
- (c) Graduate Students in a doctoral program or those who have completed at least two (2) years of full-time graduate study or who have a Master's degree (or the equivalent) in the discipline (SGS II), and Post Doctoral Fellows (PDF) - \$12,692.40 per session (\$45.33 per hour).
- (d) Course Instructor – \$16,116.00 for a full (“Y”) course (including vacation pay). (\$15,496.15 excluding vacation pay)
- (e) Chief Presiding Officers (as defined) - \$ 31.62 per hour.
- (f) Assistant Invigilators (see Article 16:04) - \$ 29.87 per hour.
- (g) Invigilators, Services to Persons with a Disability - \$ 41.82 per hour.
- (h) Peer Assistants (see Article 16:09(e)) – \$39.09 per hour.

Effective January 1, 2020, the salary for all employees holding regular appointments shall be as follows:

- (a) Undergraduates (UG) - \$12,947.20 per session (\$46.24 per hour).
- (b) Graduate Students who have not completed at least two (2) years of full-time graduate study and who do not have a Master's degree (or the equivalent) in the discipline or students in a second-entry program (i.e., who already have a Bachelor's degree) (SGS I) -\$12,947.20 per session (\$46.24 per hour).
- (c) Graduate Students in a doctoral program or those who have completed at least two (2) years of full-time graduate study or who have a Master's degree (or the equivalent) in the discipline (SGS II), and Post Doctoral Fellows (PDF) - \$12,947.20 per session (\$46.24 per hour)
- (d) Course Instructor -- \$ 16,438.32 for a full (“Y”) course (including vacation pay). (\$15,806.08 excluding vacation pay)
- (e) Chief Presiding Officers (as defined) - \$ 32.25 per hour.
- (f) Assistant Invigilators (see Article 16:04) - \$ 30.47 per hour.
- (g) Invigilators, Services to Persons with a Disability - \$ 42.66 per hour.

- (h) Peer Assistants (see Article 16:09(e)) - \$39.87 per hour.
- 26:02 Graduate students who transfer from a Master's to a Ph.D program during the term of their appointment shall be paid at the SGS II rate beginning the date the transfer takes effect.
- 26:03 Employees appointed to positions in the School of Continuing Studies shall be paid as per Article 26:01 above, or at the "community" rate set by the School, whichever is higher. The Union shall be informed of the names and pay rates of all members being paid the "community" rate within fifteen (15) working days of the date on which the member is offered the position. In addition, members being paid the "community" rate shall have their hours for EI purposes calculated as per the Letter of Intent concerning instructors.
- 26:04 No employee shall suffer a reduction in pay as a result of this Agreement.
- 26:05 In addition to the above rates, all employees (excluding Course Instructors) shall be entitled to an additional 4% of salary as vacation pay.
- 26:06 A regular appointment shall be for one academic session. Fractional appointments shall be paid on an hourly basis (See Articles 16:03, 16:07).
- 26:07 Salaries will be paid in equal monthly instalments over the period of the appointment of the employee. By prior arrangement mutually acceptable to the Employer and the employee, payments may be made in equal monthly instalments over a time period greater than the period of appointment. With each payment each employee shall be provided with a statement of all deductions therefrom.
- 26:08 Vacation pay shall be paid on a monthly basis.
- 26:09 The parties agree that once an offer of work has been made to and accepted by an employee, there shall be no reduction in the hours of work for that appointment, nor a reduction in monies from other sources, as a result of the employee's obtaining additional work elsewhere. When the additional work continues to be offered to the employee in subsequent years and is work covered by this bargaining unit, and is in a department other than the employee's department of registration (which is the Department responsible for the employee's funding package), the parties agree that these protections will continue into the future.
- 26:10 The parties agree that any increase in the wage rates negotiated by the parties shall not be offset by monies from other sources in subsequent sessions, all other things being equal.
- 26:11 The parties agree that any increase in the wage rates negotiated by the parties shall represent an increase in the total earnings of an employee for that session.

ARTICLE 27: GENERAL

27:01 The Employer recognizes the need for the Union local to have a central location for files and normal office equipment for the purpose of conducting business with the University. Accordingly, the University will pay to the Canadian Union of Public Employees, Local 3902 ten thousand dollars (\$10,000) per month, towards the rental of office space. For clarity, it is understood and agreed that this sum is paid in respect of CUPE Local 3902 Units 1, 3, and 5 and no additional funds will be provided in respect of those other units or under those other collective agreements.

This monthly amount will be paid as one annual payment in advance on the first of the month following ratification of the 2018-2020 Collective Agreement.

The Employer also agrees to provide office space for the Union at both UTM and UTSC. This office space will include telephone and data lines.

BULLETIN BOARDS

27:02 In each Department where employees are employed, the Employer shall provide a reasonable amount of space on bulletin boards marked "Canadian Union of Public Employees, Local 3902" for official Union notices.

OFFICE FACILITIES

27:03 Departments shall ensure that insofar as possible (consistent with the physical facilities available to the Division) employees shall be provided with an appropriate place for holding office consultations with students, and with the use of such other facilities and equipment as are required for the performance of their duties, with due regard for the need for student confidentiality. Such facilities shall include access to a computer (including Internet) and a telephone where such access is required for the performance of assigned duties. Departments shall ensure that employees have secure storage space in the Department for the storage of course materials.

MAILBOXES

27:04 Each employee shall have access to an individual mailbox or file folder for mail located conveniently within the Department of employment. The Employer agrees to allow each individual to maintain use of the employee's mailbox for a period of four (4) months after the end of the employee's last appointment, provided the employee remains a registered student or postdoctoral fellow at the University of Toronto.

BOOKS AND MATERIALS

27:05 The Employer will provide employees with such books and the use of such materials as are deemed by the supervisor to be necessary for the performance of their duties. These books and materials shall remain the property of the Employer.

INTER-CAMPUS TRAVEL REIMBURSEMENT

27:06 Employees required to perform their duties at a campus other than their affiliated campus shall be reimbursed for supervisor-approved travel expenses for all travel between campuses required for the performance of their duties. For St George/UTM travel reimbursement is at the rate of a return shuttle bus trip. For St George/UTSC or St George/UTIAS travel reimbursement is at the rate of a return TTC trip. For UTSC/UTM travel reimbursement is at the rate of a combined return TTC and shuttle bus trip.

LETTERS OF INTENT

27:07 Except as specified therein, letters of intent are not a part of this Collective Agreement, and are, therefore, not subject to the provisions of Article 14 (Grievance Procedure) and/or Article 15 (Arbitration).

INTERNET ACCESS

27:08 Employees who are required to use the Internet or University of Toronto computer network for their duties shall be provided with appropriate access.

ARTICLE 28: HEALTH AND SAFETY

28:01 The Union and the Employer recognize the right of employees to work in a secure, healthy, and accessible environment. No employee shall be required to act, nor shall any employee act in the course of the employment, in a manner which constitutes a health or safety hazard. The Employer recognizes a responsibility to provide sufficient facilities, supplies, and services to protect the health and safety of employees as they carry out their duties. The parties agree that the Employer shall provide, and employees shall make use of, protective equipment and training wherever the same are required for the safe and effective performance of an employee's duties. The Union shall have the right to elect or appoint employees to safety committees in areas where they perform duties.

28:02 The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work in accordance with the *Occupational Health and Safety Statute Law Amendment Act, 2011*, c. 11, ss. 1-18, enacted June 1, 2011, where there is an immediate danger to their health and safety or health and safety of others.

28:03

- (a) The number of members appointed by the Employer to the Joint Health and Safety Committees shall not exceed the total number of worker members on the Committees, including workers represented by other bargaining units.
- (b) Bargaining unit members on Joint Health and Safety Committees shall be remunerated for time required to carry out their duties.
- (c) During the term of the renewal Collective Agreement, the Union may appoint up to a total of five (5) members within the bargaining unit to become Certified Worker Representatives. Each such appointed member must be serving on a Joint Health and Safety Committee. Up to a total of three (3) members may be appointed from the Joint Health and Safety Committees at the St George campus and one (1) member may be appointed from the Joint Health and Safety Committees at each of UTSC and UTM. The cost of the core certification training programme for the appointed employees shall be borne by the University and the time spent in such certification training shall be treated as work time.

ARTICLE 29: DEFINITIONS

WORKING DAY

29:01 Whenever the term “working day” is used in this Collective Agreement it shall be considered to mean a regular University of Toronto working day.

DEPARTMENT

29:02 Whenever the term “Department” is used in this Collective Agreement it shall be considered to mean any administrative unit of the University of Toronto in which employees may be employed.

SUPERVISOR

29:03 Whenever the term “supervisor” is used in this Collective Agreement it shall be considered to mean whoever is the immediate supervisor of an employee.

ACADEMIC SESSION

29:04 The term “academic session,” as used in this Collective Agreement, refers to that period of time which begins with undergraduate registration (usually in September) and continues through to the last day for completion of marking of final examinations (usually in May); or that period of time which begins with undergraduate registration (usually in May) and continues through to the last day of completion of marking of final examinations (usually in August). Each academic session consists of two terms; in the Fall/Winter session, the “F term” (September to December), and the “S term” (January to May); in the Summer session the “F term” (May to June) and the “S term” (July to August). The dates

applicable to a given employee will be those appropriate to the particular Department in which the employee is employed.

ACADEMIC YEAR

29:05 The term “academic year,” as used in this Collective Agreement, refers to the period from September 1 to August 31, inclusive.

COURSE INSTRUCTORS

29:06 In this Agreement, “Course Instructor” means an employee who teaches a course or section of a course and includes sole-responsibility instructors. Where the Course Instructor works as part of an instructional team under the direction of a Course Co-ordinator, the Course Co-ordinator shall be the supervisor of the employee as per Article 29:03.

SOLE RESPONSIBILITY INSTRUCTOR

29:07 In the Agreement “sole responsibility instructor” means an employee who has sole responsibility for teaching a course or a section of a course (i.e., whose work is not directly supervised). The Chair or Designated Authority of the Department shall be deemed to be the supervisor of the employee as per Article 29:03.

ARTICLE 30: ACCOMMODATION/RETURN TO WORK

30:01 The University recognizes its duty to accommodate employees with disabilities in accordance with the *Ontario Human Rights Code*.

(a) Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, the Union may assign a Union Representative to represent the employee. The University may request that the Union appoint a Union Representative to participate in discussions regarding a particular case before a dispute arises. The University shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability of their right to representation.

(b) With the written consent of the employee, the designated Union Representative shall have access to any relevant medical information related to the accommodation and/or return to work of the employee.

30:02 Where an employee has submitted medical documentation to Accessibility Services regarding a disability and gives written consent to Health & Well-being Programs and Services, medical documentation may be requested directly from Accessibility Services by Health & Well-being Programs and Services.

30:03 Where appropriate supporting medical documentation indicates that the employee requires accommodation in order to fulfill the essential duties of their job, a workplace accommodation plan will be developed by Health & Well-being

Programs and Services in consultation with the employee and the appropriate departmental academic administrator(s).

30:04 Documentation pursuant to this Article will be kept in confidence and made available to relevant individuals strictly on a need-to-know basis. For clarity, the employee's supervisor shall only have the information necessary to implement the accommodation.

ARTICLE 31: INVIGILATOR, SERVICES TO PERSONS WITH A DISABILITY

Invigilators, Services to Persons with a Disability, are responsible for the security, confidentiality, administration, and supervision of tests and examinations taken by persons who write under the supervision of the Offices of Accessibility Services, AccessAbility Services (UTSC), or UTM AccessAbility Services.

The following articles do not apply to this group of employees: Article 10, Academic Freedom; Article 11:05, Departmental Workload Review Committee; Article 16, Appointments; Article 17, Training; Article 18, Course Instructors; Article 24, Conflicts with Central Administrative Deadlines; and Article 27:04, Mailboxes.

JOB POSTINGS

31:01 Notices of vacancies shall be posted on the appropriate Department websites, listservs, and the centralized electronic system for posting bargaining unit positions. Such notices shall remain posted for at least fifteen (15) working days before such positions may be filled. In the case of an emergency posting, such position may be filled after posting for fewer than fifteen (15) working days, but not fewer than two (2) working days.

HIRING CRITERIA

31:02 In considering applicants who have met the minimum qualifications stated in the posting, demonstrable suitability for the position, previous experience, and previous satisfactory employment under the provisions of this Collective Agreement shall be the criteria used in selection of the most qualified candidate.

Where an employee has satisfactorily completed six (6) months of employment, the employee shall be given preference for employment in the same Department as the employee was previously employed (i.e., Office of Accessibility Services, AccessAbility Services (UTSC), or UTM AccessAbility Services) where there is a vacant position at the commencement of the next academic year, providing that the employee remains eligible for employment in this bargaining unit pursuant to Article 2 of this Collective Agreement and confirms that they have sufficient availability. Preferred hiring status shall cease and shall not be reinstated once an employee has been employed for six (6) years or more as an Invigilator, Services to Persons with a Disability.

The first six (6) months of employment as an Invigilator, Services to Persons with a Disability will be considered a trial period. During the trial period employees shall be entitled to all applicable rights and privileges of this Collective Agreement, except with respect to disqualification from employment as an Invigilator, Services to Persons with a Disability. The Employer may disqualify an employee from the position at any time during the trial period at the sole discretion of the Employer, except for reasons of discrimination as defined in Article 4:01 (a). An employee that has been disqualified from the position will cease to be assigned shifts as an Invigilator, Services to Persons with a Disability and will not be entitled to preference for employment as set out above.

NOTICE OF APPOINTMENT

31:03 Applicants shall be advised in writing of the outcome of their applications at the earliest possible date.

JOB DESCRIPTIONS

31:04 When a position is offered, the supervisor shall provide the candidate with a written description of the position including the nature of the duties.

HOURS OF WORK

31:05 Hours of work will be scheduled to meet the Department's operational need.

EMPLOYMENT TRAINING

31:06

- (a) The first appointment of an employee shall include mandatory participation in a training program, of a minimum of four (4) hours as established by the Department. Invigilators, Services to Persons with a Disability, shall be paid for participation in such training in accordance with Article 26:01 (Salaries).
- (b) Where a Department or group of Departments organizes an employee training or orientation program in which first appointment Invigilators, Services to Persons with a Disability, are required to participate, the Department Steward or other Union Representative shall be entitled to attend, and will have the right to speak to the employees for a period of twenty-five (25) minutes. The Steward or other Union Representative shall not be paid for attendance. The Department will notify the Union at least two (2) weeks in advance of the session. It is understood that where a training or orientation program is organized over a series of sessions, the Union will be invited to speak at one session only.

ARTICLE 32: HEALTH PLAN

32:01 Effective 1 September 2018, the University agrees to continue the CUPE 3902 Unit 1 Health Plan A and Plan B as summarized in Schedule A attached.

The Union agrees that the University can change the benefit plan provisions and/or the provider for the benefits on prior notice to, and discussion with, the Union.

ARTICLE 33: TERM OF AGREEMENT

33:01 This Agreement shall continue in full force and effect until December 31, 2020 and thereafter shall automatically renew itself for periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

NEGOTIATIONS

33:02 In the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within fifteen (15) days following receipt of such notification and thereafter both parties shall negotiate in good faith.

33:03 If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Agreement, or on the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until all conciliation proceedings prescribed under the *Ontario Labour Relations Act* have been completed, whichever date should first occur.

IN WITNESS WHEREOF each of the parties hereto have caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on February 8, 2018.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

BY:


Vice President, Human Resources & Equity


Secretary of Governing Council

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902

BY:


Chair


Secretary-Treasurer

SCHEDULE A: CUPE 3902 Unit 1 Health Plan

The parties agree to continue the existing Plan A and Plan B as established during the term of the 2014-2017 Collective Agreement. The University confirms its commitment of up to \$3.2 Million per plan year. The plan year is September 1 to August 31.

An eligible employee who is enrolled in one of the Base plans (i.e., GSU, UTSU, APUS, SCSU, or PDF plan) shall be enrolled in Plan A. Any eligible dependants enrolled in the employee's Base plan shall also be enrolled in Plan A.

An eligible employee who has successfully opted out of a Base plan because they have alternative coverage of equal or greater value shall be enrolled in Plan B. Such an employee may add their eligible dependants for coverage under their Plan B HCSA.

In the event that an employee is ineligible for enrolment in any Base plan, the employee and any eligible dependants may be enrolled in Plan A as a first payer plan upon making request and providing proof that the employee is ineligible. For clarity, employees who have successfully opted out of a Base plan because they have alternative coverage of equal or greater value will not be deemed to be ineligible and will be eligible only for Plan B.

The utilization of the plans shall be reviewed in March and July of each year. At the July meeting, the parties will review the levels of defined benefits and HCSA with the shared intent of adjusting benefit levels for the subsequent Plan Year when there is projected under or overspending in the plans.

Effective September 1, 2018, the eligibility threshold will be reduced to 30 hours worked per academic year.

APPENDIX A: Job Description Guidelines

GUIDELINES FOR PREPARING DESCRIPTION OF DUTIES & ALLOCATION OF HOURS FORM FOR TEACHING ASSISTANTS COVERED BY THE CUPE, Local 3902 Unit 1 COLLECTIVE AGREEMENT

Purpose

The purpose of these guidelines is to assist supervisors of employees in preparing the written description of each employee's position as required by Articles of the Collective Agreement between the University of Toronto and the Canadian Union of Public Employees, Local 3902, Unit 1.

In formulating job descriptions, supervisors are encouraged to discuss the details of the job description with the employee involved.

Job descriptions are not required for Course Instructors.

Description of Duties and Allocation of Hours Form

The Description of Duties and Allocation of Hours form attached has been prepared to ensure a uniform approach to the description of employee positions. Since the University community is a diverse and varied one, the final content of any job description cannot be specified in advance. However, a careful review of the following guidelines will provide each supervisor with the information necessary to complete each job description in accordance with the specific requirements of the position and in compliance with the terms of the Collective Agreement.

How to Complete the Form

Completion of the section on Duties involves describing the duties to be performed by the employee and providing a statement of the hours required for the completion of these duties. Using the sample list of duties described on the reverse side of the Form, duties are to be described by functional category, followed by a statement of the individual duties involved under that category. The functional categories to be used are: training, preparation, contact, marking/grading, and other duties. Only those duties which will form part of the employee's assignment should be listed on the form, in as much detail as necessary to adequately describe the duty.

Training: Mandatory employee participation in Departmental training programs should be reflected in this section. Note that all TAs on first appointments must be provided with training.

Preparation: Types of preparation are included on the reverse side of the form, and all preparation duties to be required of the employee by the Employer should be included. Special attention should be paid to this section for those employees who are responsible for the independent teaching, under supervision, of a course or section.

Contact: Every scheduled hour of class time is to be treated as sixty (60) minutes in describing hours of work. Care should be taken, where contact does not extend over the standard period of 28 weeks per session (14 weeks per term), to indicate the expected period of contact. The level of supervision of the employee should be indicated.

Marking/grading: The nature and estimated number of assignments to be graded should be indicated, together with guidance as to the appropriate amount of time which should be devoted to marking each class assignment. The estimated enrolment should be entered and used in determining marking hours. If the marking workload will be unevenly distributed during the term, this should be stated. Should the number of assignments to be marked exceed the original estimate, supervisors must take appropriate measures to ensure the total time allocation for marking/grading is not exceeded (e.g., by increasing the hours allocated, by reducing the number of assignments to be graded, or by other measures). Similarly, supervisors should verify as early as possible that the time allocated per assignment has been appropriately estimated.

Other duties: These should be described in the same manner as the major categories discussed above. Also, this section should reflect attendance at mid-course review meetings which are called by employing Departments for review of assigned hours and duties (Article 16:11). "Other duties" must be consistent with Article 16:09 of the Collective Agreement.

The "total hours" for the assignment is the sum of the hours per session given for training, preparation, contact, marking/grading, and other duties. This total will be used to prepare the employee's pay form.

Revision of Job Description

Should it become necessary to revise the description of duties and/or the allocation of hours, refer to Articles 16:10 and 16:11 of CUPE, Local 3902 Unit 1 Collective Agreement. Note that these articles require that the revision be discussed with the employee. A revised "Description of Duties and Allocation of Hours" form should be prepared and provided to the employee, and for the Department's records.



Submit by Email

Print Form

Description of Duties and Allocation of Hours Form

Department: <input style="width: 90%;" type="text"/> Course Code: <input style="width: 90%;" type="text"/> Course Title: <input style="width: 90%;" type="text"/> Tutorial Category: <input style="width: 90%;" type="text"/> <div style="text-align: center;"> <input type="radio"/> Optional <input type="radio"/> Mandatory </div>	Supervising Professor: <input style="width: 90%;" type="text"/> Est. Enrolment / TA Section: <input style="width: 90%;" type="text"/> Expected Enrolment (course): <input style="width: 90%;" type="text"/> Requires Training for Scaling Learning Activities to Size of Tutorial <input type="checkbox"/>
--	--

Allocation of Hours Worksheet						
#	Responsibility/Activity <small>(e.g. training, assignments, tutorials, meetings, etc.)</small>	Time/ Task <small>(minutes)</small>	# of Students <small>(as applicable)</small>	Total Time <small>(hours)</small>	Revised <small>(as applicable)</small>	Category of Duties
Total				0		



Submit by Email Print Form

Description of Duties and Allocation of Hours Form

Training	
<input type="checkbox"/> Attending Health and Safety training sessions <input type="checkbox"/> Meetings with supervisor <input type="checkbox"/> Adapting Teaching Techniques (ATT) <input type="checkbox"/> (scaling learning activities)	Indicate Tutorial Category (1 primary activity) <input type="checkbox"/> Discussion-based Tutorial <input type="checkbox"/> Skill Development Tutorial <input type="checkbox"/> Review and Q&A Session <input type="checkbox"/> Laboratory/Practical

Allocation of Hours Summary		
Duties	Initial (Hours)	Revised (If necessary)
First Contract Training		
Additional Training (if required)		
Preparation		
Contact Time		
Marking/Grading		
Other Duties		
Total Hours		

	o	
Prepared by (<i>Supervisor</i>)	Signature	Date: a

	o	
Approved by (<i>Chair/Designated Authority</i>)	Signature	Date: a

	o	
Accepted by (<i>Teaching Assistant</i>)	Signature	Date: a

MID COURSE REVIEW CHANGES (if any)		Date: <input style="width: 100px;" type="text"/>
	o	
Prepared by (<i>Supervisor</i>)	Approved by (<i>Chair/Designated Authority's Signature</i>)	Approved by (<i>Teaching Assistant's Signature</i>)

Appendix: List of Suggested Tasks and Teaching Techniques

This list is instructive only. It is not exhaustive nor, of course, will all duties listed here apply to all Departments or all types of positions. The list of teaching techniques aligns with the four categories of tutorials and is meant to offer information that may help instructors identify appropriate tutorial training for TAs.

Preparation		Contact Time	
Preparing course outline Selecting relevant texts Preparing handouts Preparing reading lists Preparing bibliographies Preparing tutorial/lecture notes Attending supervisor's labs/tutorials Preparing assignments/problem sets	Preparing/setting up laboratory materials Designing & preparing tests/examinations Preparing/setting up audiovisual materials Consulting/meeting with course supervisor Attending supervisor's lectures/seminars Announcing special seminars/workshops Reading texts/manuals/source materials Developing/maintaining course web site	Conducting lectures Office hours Demonstrating in laboratory Leading field trips Demonstrating problem solving Tutoring individuals (not in centre) Demonstrating in language lab Consulting outside of office hours	Demonstrating equipment outside class Conducting special seminars/workshops Conducting tutorials/seminars/practicals Consulting with students electronically
Marking/Grading		Other Duties	
Book reviews End-of-term tests Oral presentations Checking lab books Laboratory reports Computer programs	Examinations Demonstrations Quizzes Projects Language tapes	Essays Problem sets Mid-terms Data sheets Calculate/record/tabulate grades	Coordinating other TAs, Resource Centres, etc. Clerical (photocopying handouts/readings, etc.) Technical Support Meetings with other TAs Exam/test invigilation

Teaching Techniques
General Providing effective feedback Tutorial planning Classroom management (including strategies for different sizes of tutorials) Presentation skills Respond to students' questions effectively Adapting teaching techniques (how to scale learning activities for the number of students)
Discussion-Based Effective facilitation of small, large and/or online group discussions Development of relevant examples/scenarios/questions for discussion activities Selection and use of materials and examples appropriate to discipline/course content
Skill Development Facilitating hands-on activities for different sizes of tutorials Monitoring practice-based learning
Laboratory/Practical Effective demonstrations and presentations in a lab or practical Effective pre-lab talks Effective monitoring of students' work
Review and Q&A Consolidating and clarifying students' areas of concern Modeling effective review strategies for students

APPENDIX B: Workload Review Form

WORKLOAD REVIEW FORM

This form is presented in accordance with Article 16:12 of the Collective Agreement between the University of Toronto and the Canadian Union of Public Employees, Local 3902.

To be completed by the employee:

Name _____

Department of Work _____

Based on my job description and my experience to date with the job, I believe I may be unable to perform the following duties specified in my job description within the hours specified, as outlined below (please be as specific as possible):

I therefore suggest the following amendments (please specify changes to duties and/or hours):

Signature _____ Date _____

To be completed by employee's supervisor

Name _____

Date Received _____

Response _____

Signature _____ Date _____

MEMORANDUM OF UNDERSTANDING**BETWEEN
GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO (THE EMPLOYER)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902 (THE UNION)**

1. This Memorandum is deemed to be incorporated into both Collective Agreements between the Union and the Employer. This Memorandum only applies to Course Instructor or Sessional Lecturer positions. Where this Memorandum and either Collective Agreement conflict, this Memorandum prevails to the extent of the conflict. This Memorandum of Understanding is subject to the grievance procedure of this Collective Agreement.
2. Notwithstanding any other provision in the Memorandum, the parties agree that all positions that are required to be posted to CUPE 3902 Unit 1 shall continue to be posted to CUPE 3902 Unit 1.
3. Subject to provisions of the Unit 3 Collective Agreement, the parties agree that work may be posted to Unit 1 or Unit 3 at the discretion of the Department. There shall be no concurrent postings to both Unit 1 and Unit 3.
4. The parties are agreed that if no qualified applicants are found in an initial posting, the Employer may post to the other unit using the emergency postings provision of that unit's Collective Agreement.
5. The parties are agreed that, for multiple section courses, different sections of which have been posted to different units, the Employer shall, in default of having sufficient qualified candidates in one unit, be allowed to fill open positions with qualified applicants from the other unit.

LETTER OF UNDERSTANDING: Employment Equity

February 16, 2018

To act on its commitment to employment equity under the University's Employment Equity Policy the University agrees to continue a joint Employment Equity Advisory Committee with the Union. The Committee will meet quarterly and be composed of four (4) representatives each of the Union and the University. The Committee's mandate shall be to make recommendations to the Vice President Human Resources and Equity regarding the continuing achievement of employment equity within the bargaining unit.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF UNDERSTANDING: Online Courses

February 16, 2018

The parties agree that all provisions of the CUPE 3902 Unit 1 Collective Agreement extend to the delivery of online courses.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF UNDERSTANDING: Hiring Criteria

February 16, 2018

The University and the Union agree that in considering applicants for a position, the assessment of "previous experience" with respect to the hiring criteria may include both academic and non-academic teaching and work experience, as deemed relevant to the position.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF UNDERSTANDING: Domestic Violence

February 16, 2018

The University and the Union agree that all employees have the right to be free from domestic violence. The University recognizes the importance of providing timely and flexible assistance and support to employees experiencing domestic violence. Such assistance and support must be specific to individual needs. Accommodation and support that may be considered include but are not limited to leaves of absence under various provisions of this Collective Agreement and access to campus and community support, including Human Resources, Health & Well-Being Programs & Services, the Community Safety Office, and the Sexual Violence Prevention and Support Centre.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

JOINT LETTER OF INTENT: Union Dues/Membership

February 16, 2018

The Employer recognizes that matters concerning Union dues or Union membership are properly matters relating to the internal administration of the CUPE, Local 3902. Therefore, the Employer, its agent, or persons acting on its behalf, will not publicize or post any publications dealing with the matter of Union membership or Union dues. In the event the Union brings to the attention of the Employer, in writing, notice of such publications being posted, that publication(s) will be removed forthwith.

The Union agrees that the Employer, its agents or any persons acting on its behalf in the various Departments may inform employees orally about matters concerning Union dues in response to specific requests without this constituting a violation of this letter of intent.

Pamela Arancibia, Chair
CUPE Union of Local Employees,
Local 3902

Kelly Hannah-Moffat, Vice-President
Human Resources & Equity
University of Toronto

JOINT LETTER OF INTENT: Arbitration

February 16, 2018

The parties discussed the issue of “reasonable time” as it is used in Article 15:02 and have agreed that nine (9) months is a reasonable time, given arbitrators’ schedules, within which to hold a hearing.

Pamela Arancibia, Chair
 CUPE Union of Local Employees,
 Local 3902

Kelly Hannah-Moffat, Vice-President
 Human Resources & Equity
 University of Toronto

JOINT LETTER OF INTENT: Duplicate Provisions

February 16, 2018

It is understood and agreed by the parties that the provisions listed below shall not result in duplication of services or benefits where such provisions are also contained in any other Collective Agreement(s) between the parties to this agreement (the University of Toronto and CUPE Local 3902).

7:06 The Employer agrees to issue, upon request from the Union in writing, to the Staff Representative(s) of the Union:

- (a) A library card to the University of Toronto Libraries
- (b) A valid username/password to access the University's Campus Wireless Network.

There shall be no charge to the Union or to the Staff Representative(s) for the card and/or wireless access. Use of the card shall be subject to the general regulations made from time to time by the University and/or the Library.

27:01 The Employer recognizes the need for the Union local to have a central location for files and normal office equipment for the purpose of conducting business with the University. Accordingly, the University will pay to the Canadian Union of Public Employees, Local 3902 ten thousand dollars (\$10,000) per month, towards the rental of office space. For clarity, it is understood and agreed that this sum is paid in respect of CUPE Local 3902 Units 1, 3, and 5 and no additional funds will be provided in respect of those other units or under those other collective agreements.

This monthly amount will be paid as one annual payment in advance on the first of the month following ratification of the 2018-2020 Collective Agreement.

The Employer also agrees to provide office space for the Union at both UTM and UTSC. This office space will include telephone and data lines.

BULLETIN BOARDS

27:02 In each Department where employees are employed, the Employer shall provide a reasonable amount of space on bulletin boards marked "Canadian Union of Public Employees, Local 3902" for official Union notices.

Pamela Arancibia, Chair
CUPE Union of Local Employees,
Local 3902

Kelly Hannah-Moffat, Vice-President
Human Resources & Equity
University of Toronto

LETTER OF INTENT: Calculation

February 16, 2018

Chair, Canadian Union of Public Employees, Local 3902

Whereas the University of Toronto is committed to excellence in research and graduate and undergraduate education, and to providing a breadth of outstanding programmes of graduate studies that will attract the best and most diverse international student body;

And

Whereas the University of Toronto's commitment includes financial support to attract and retain graduate students and to assist graduate students with the cost of their graduate education;

And

Whereas Faculties and graduate units provide financial support for students in some doctoral-stream programs and determine unit-specific base funding amounts;

And

Whereas unit-specific base funding amounts and the composition of individual funding packages vary at the discretion of graduate units;

And

Whereas the University of Toronto provides funding packages, as determined by Faculties and graduate units, to a specific set of graduate students referred to as the "funded cohort" and confirms that these commitments will remain while this Collective Agreement is in effect;

And

Whereas the offer of an opportunity to earn income through appointment to a position in this bargaining unit forms part of the aforementioned "funding package" for a significant number of graduate students;

Where the funding package as described above includes some bargaining unit work, the following calculation applies:

Effective September 2018, no more than \$8,200 of bargaining unit work may be included in the calculation of base funding amounts even if such a graduate student is employed and receives remuneration in excess of \$8,200. Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of the provision not to include more than \$8,200 of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the Collective Agreement.

Recognizing that the calculation changed from 180 hours in September 2017 to \$8,200 in September 2018, it is understood and agreed that no employee shall be adversely impacted as a direct result of this change.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: Employment Insurance Hours for Course Instructors

February 16, 2018

Chair, Canadian Union of Public Employees, Local 3902

This letter will confirm the substance of our discussion at this round of negotiations with regard to Employment Insurance hours for CUPE, Local 3902 Course Instructors.

The parties agree that for Employment Insurance purposes only, a course instructor for a full course will be deemed to have worked 460 hours, and a course instructor for a half course will be deemed to have worked 230 hours.

Further, the parties agree that this agreement is strictly for Employment Insurance purposes only, and is without prejudice to the positions of the parties, and shall in no way affect the interpretation, application, and administration of the Collective Agreement provisions and any University policies and practices, and shall not be relied on or referred to in any proceedings other than those under the *Employment Insurance Act or Regulations*.

The University agrees to inform Course Instructors of the terms of this letter.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: Treatment of Paid Work

February 16, 2018

Chair, Canadian Union of Public Employees, Local 3902

The University does not intend to “capture”, under the funding packages for graduate students, work that is beyond the rubric of scholarship, learning, research, discovery, teaching and mentoring appropriate to the skill level, experience or knowledge of graduate students.

The parties agree that this is not a matter that is within the bounds of the CUPE 3902 Collective Agreement; however, the University appreciates the good offices of CUPE 3902 in ensuring that concerns of which it has become aware regarding student funding issues are brought forward to the Vice Provost Students.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: Improving the Quality of Undergraduate Experience in Tutorials

February 16, 2018

Chair, Canadian Union of Public Employees, Local 3902

The parties recognize that improving the quality of the undergraduate experience in general is a high priority and an institutional commitment, and that leading tutorials is a significant component of the work of the bargaining unit.

The range of pedagogical experiences that undergraduates can be exposed to at the University of Toronto is rich, diverse and creative, reflecting the breadth, depth and standard of excellence of the University’s research and teaching activities. It is further recognized that the nature and quality of the educational experience undergraduates encounter in tutorials are highly significant components of their undergraduate educational program.

The term ‘tutorial’ at the University of Toronto is used to identify interactive and participatory sessions, primarily led by Teaching Assistants. During these interactive and participatory tutorial sessions, Teaching Assistants are responsible for gauging student understanding and providing formative feedback, in line with assessment structures and guidelines set by the instructor.

At the University of Toronto, tutorials are categorized primarily according to learning objectives and the range and scope of activities that occur within the context of a tutorial. The University of Toronto uses the following four categories of tutorials:

- Discussion-based sessions

- Skill development sessions
- Q&A and exam/test/assignment review sessions, and
- Laboratories/Practicals.

These activities are not mutually exclusive and it is acknowledged that any one tutorial may involve a range of them based on the established learning objectives. The categories, however, are intended to denote the primary activity (or activities) of a given tutorial.

Appendix C of the Report of the Joint Working Group on Undergraduate Tutorials (March 2014) contains a full description of the categorization scheme.

With an increase in tutorial size beyond the numbers below, TAs should receive appropriate training, including appropriate facilitation skills, to accomplish the pedagogical goals for the tutorial. This training should occur in accordance with the training guidelines below.

	Discussion-based sessions	Skills-based sessions	Q&A and exam/test/assignment review sessions	Laboratories/Practicals
Suggested threshold for additional TA training	~ 30	~ 30	~ 40	Proposed thresholds will be recommended by the Lab Safety Committee taking into account a number of criteria, including the specifics of planned lab activity.*

**the University and the Union will meet to discuss the Laboratories/Practicals thresholds after the Lab Safety Committee makes its recommendations.*

The University will offer paid training the first time a TA's appointment includes facilitating tutorials in one of the particular categories noted in this document. This training will be tailored to the primary activity in the tutorial section(s) that the TA will facilitate (e.g., "Leading Small-Group Discussions," "Effective Q&A Sessions," etc.). The University will also offer paid training when a TA's appointment involves facilitating tutorials whose enrolment exceeds these threshold ranges. Payment for such training shall be as follows:

- Such training may be included within the hours of mandatory training currently stipulated in the Unit 1 Collective Agreement for a first appointment.
- If the TA did not receive relevant Tutorial-specific training as part of the training for the first appointment, then up to three additional hours of paid training may be provided.

- i. One hour of this additional training shall be in addition to the specified hours of the TA appointment (but will not be included in the terms of any future appointment commitments).
- ii. Up to two hours shall be built into the terms of the appointment.

Academic divisions and departments are encouraged to plan the tutorial components of their undergraduate programs consistent with this institutional commitment.

The University values the perspective arising from the experiences of members of the bargaining unit both individually and collectively, and wishes to engage in dialogue with CUPE 3902 with respect to its insights into the ongoing organization of tutorial components of undergraduate programs.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: Assignment of Subsequent Appointments

February 16, 2018

Chair, Canadian Union of Public Employees, Local 3902

In many departments a practice has developed of posting all available positions, notwithstanding the fact that the Collective Agreement states that the posting and hiring criteria provisions do not apply to subsequent appointments.

Departments will endeavour to fill subsequent appointments as early as practical, giving due consideration to the expressed preferences on the part of subsequent appointment holders as to the nature of the appointment and the location of same. Whenever possible, departments shall not include them in the general posting of available work. The University will include this provision when training faculty and staff on the administration of the Collective Agreement.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: Grievance Timelines

February 16, 2018

Chair, Canadian Union of Public Employees, Local 3902

The University and the Union agree that the expeditious resolution of workplace concerns is mutually beneficial.

Therefore, the University and the Union will make best efforts to ensure adherence to mutually agreed grievance timelines established in Article 14 of this Agreement.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity

University of Toronto

LETTER OF INTENT: Off-Cycle/Late/Changed Pay Information

February 16, 2018

This letter will confirm our discussion about information provided to the Union regarding off-cycle, late or changed employee pay information. The University intends to continue providing this information to the Union during the term of the 2018-2020 Collective Agreement in the same format as the information is currently provided, unless the University in its sole discretion decides to alter the form and/or format of this information. The University agrees to provide the Union with two (2) months advance notice of its intention to alter the form and/or format of this information.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: Training

February 16, 2018

The University will make available to the Designated Authorities responsible for the hiring of CUPE 3902 Unit 1 employees the unconscious bias training available to Chairs.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: Employment Equity and Accessibility Statements and the Statement on Bargaining Unit Eligibility

February 16, 2018

The University agrees to consult with the Union at the Labour Management Committee in respect of the employment equity and accessibility statements included on job postings and the statement on bargaining unit eligibility included in letters of offer.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: Bulletin Boards

February 16, 2018

Within 90 days of ratification of the 2018-2020 Collective Agreement, the University shall provide the Union with a list of bulletin boards available under Article 27:02 and where such bulletin boards are located.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: Invigilators, Services to Persons with a Disability – Shift Scheduling

February 16, 2018

The University confirms that shift scheduling, as it pertains to invigilators, Services to Persons with a Disability, will be administered in accordance with the respective procedures or practices established by the appropriate accessibility offices.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: Course Evaluations

February 16, 2018

By September 1, 2018, the Parties agree to establish a Course Evaluation Working Group with the aim of exploring initiatives and practical measures that address equity issues related to students' responses to course evaluations.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: Information to Employees

February 16, 2018

The University shall ensure that every bargaining unit employee in the funded cohort receives a letter from their graduate unit between August 15 and September 30 of each academic year. The letter shall specify in a table the income from the following sources, as applicable, for the current academic year:

- University of Toronto Fellowship (UTF)
- Other Internal Awards
- Research Assistantships and/or Stipends (T4A income)
- Research Assistantships (T4 Income) counted towards base funding
- Bargaining unit work counted towards base funding (Teaching Assistant and/or Course Instructor positions, accepted or declined)
- Other T4 income counted towards base funding
- External Scholarships (e.g., NSERC, SSHRC, CIHR, OGS)

Graduate units shall include in each such letter the projected schedule of payments from UTF, Other Internal Awards, and Research Assistantships and/or Stipends.

The letters shall further include: the name of the individual, the graduate unit, the program of study, the year in the program, the portion of the year covered by funding, the tuition and fees for the funded period, and a statement that this letter may be used in support of an application(s) for funds from the Union.

In the event that an individual in the funded cohort becomes a bargaining unit employee after September 30 of a given academic year, the University shall ensure that they receive the above described letter from their graduate unit no later than thirty (30) calendar days after the start of their appointment.

Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of the requirements set out above for providing such letters, including the information contained therein, may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the Collective Agreement.

An employee who believes that the information contained in their letter as set out above is inaccurate may avail themselves of the Funding Complaint Process established by the School of Graduate Studies. It is understood and agreed that no discrepancy or dispute concerning the accuracy of the information contained in any such letter shall form the basis of any grievance and that no such dispute will be referred to arbitration by the Union.

It is understood and agreed that no alleged breach in respect of this Letter of Intent or dispute concerning the accuracy of the information contained in any such letter shall be relied upon as grounds for delay or non-distribution of funds from the Employee Financial Assistance Fund (EFAF) set out in Article 25 of this Collective Agreement. Accordingly, no Arbitrator appointed in any dispute between the parties shall have jurisdiction to make any award that delays or halts the distribution of funds from the EFAF.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: SGS Leaves of Absence

February 16, 2018

The parties recognize that employees who are graduate students and who are on an approved leave of absence as defined by the School of Graduate Studies' Leave of Absence policy are, in accordance with Article 2, ineligible to work in the bargaining unit. Notwithstanding the foregoing, the University will consider the following exceptional circumstances:

- Leaves of absence for serious health problems where the employee provides medical documentation to Health & Well-being that is acceptable to the University certifying that the employee is able to perform the requirements of their position;
- Leaves of absence during which an employee has applied for and been granted Union Leave in accordance with this Collective Agreement;
- Leaves of absence for parental leave.

Such exceptions shall apply only to the commencement and/or continuation of employment that has been offered and accepted prior to the employee's change in status. For clarity, graduate students on an approved leave of absence are ineligible to apply for and accept bargaining unit employment where the start date of the appointment occurs after the commencement of the leave of absence.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: Workload

February 16, 2018

The University and Union agree that during the term of the 2018-2020 Collective Agreement, workload will be a standing agenda item at the regularly scheduled Labour/Management Committee meetings.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: Working Group - Workload

February 16, 2018

This letter is written to reflect our discussions about workload for Course Instructors and Teaching Assistants during this round of bargaining.

The University agrees to establish a Working Group comprised of five (5) representatives from the University and five (5) representatives from the Union within sixty (60) days of the date of ratification of this renewal Collective Agreement to examine workload issues and concerns expressed by bargaining unit employees serving as Course Instructors or Teaching Assistants.

The Working Group will make recommendations to the Vice-President, Human Resources & Equity by December 1, 2018, with a goal that approved recommendations will be implemented as soon as practicable thereafter.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

LETTER OF INTENT: Supervisory Conflict

February 16, 2018

The parties agree that matters of academic supervision are not within the bounds of the CUPE 3902 Collective Agreement; however, the University appreciates the good offices of CUPE 3902 in ensuring that concerns of which it has become aware regarding academic supervision issues are brought forward to the University.

The Union may raise concerns with the Executive Director, Labour Relations for consultation with the Vice-President, Human Resources & Equity.

For clarity, this letter does not preclude an employee from filing a grievance in accordance with the Collective Agreement, or a complaint in accordance with the University's guidelines or policies.

Kelly Hannah-Moffat
Vice-President, Human Resources & Equity
University of Toronto

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