



UNIVERSITY OF  
**TORONTO**

# COLLECTIVE AGREEMENT

- BETWEEN-

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3907

Term of Agreement: September 1, 2015 to August 31, 2018

**COLLECTIVE AGREEMENT ENTERED INTO** at the City of Toronto, in the Province of Ontario, as of March 8, 2016.

- between -

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**  
(hereinafter called "the Employer")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3907**  
(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 its employees represented by the Union.

**ARTICLE 2: RECOGNITION AND COVERAGE**

2:01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all graduate assistants employed at OISE who are registered at OISE as graduate, special, or certificate students, save and except those graduate assistants whose salaries are paid from other than operating funds, temporary Research Officers, those graduate students employed on an extramural stipend, and those persons covered by existing Collective Agreements. Nothing in this agreement restricts or limits in any way the Employer's right to make available or to provide financial assistance to students outside of an employment relationship including, for example, fellowships, scholarships or awards.

**ARTICLE 3: NO STRIKES AND NO LOCKOUTS**

3:01 For the duration of this agreement the Union shall not take part in, authorize or call any strike which shall in any way affect the operations of the Employer, nor shall the Employer engage in any lockout, "strike" and "lockout" being as defined in the *Ontario Labour Relations Act*.

**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 practiced with respect to any employee or any applicant seeking to become an employee in any matter concerning the application of the provisions of this agreement by reason of socio-economic status, race, creed, colour, age, place of origin, national origin, nationality, citizenship, ancestry, language of origin, sex, gender identity and expression, sexual orientation, marital or parental status, the number of dependents of the person, family relationship, place of residence, religious or political belief, record of offences unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment, affiliation or activities, disability, AIDS/HIV status, Union membership or non-membership, Union activity or lack of activity nor by reason of exercise of an individual's academic freedom as a student.

Discrimination includes differential adverse treatment or decisions; interference; restriction; coercion, intimation, intimidation, or harassment.

(b) Harassment can be multi-faceted. Should this occur, complainants need not make a complaint on one specified ground, but may make a complaint that acknowledges the multi-faceted nature of harassment. That is, grievances may address harassment on multiple grounds, e.g. racial-sexual harassment.

(c) For the purposes of this Collective Agreement, harassment means:

1. Physical conduct, occurring either on the Employer's premises or in the pursuance of a University activity or business;

which emphasizes the race, creed, colour, age, place of origin, national origin, nationality, citizenship, ancestry, language of origin, sex, gender identity and expression, sexual orientation, marital or parental status, the number of dependents of the person, family relationship, place of residence, religious or political belief, affiliation or activities, disability, AIDS or HIV status, union membership or non-membership, union activity or lack of activity;

of one or more employees;

in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile, or offensive working environment, and/or

2. Verbal conduct or other forms of communication occurring either on the Employer's premises or in pursuit of a University activity or business,

which is directed at one or more specific employees

which emphasizes the race, creed, colour, age, place of origin, national origin, nationality, citizenship, ancestry, language of origin, sex, gender identity and expression, sexual orientation, marital or parental status, the number of dependents of the person, family relationship, place of residence, religious or political belief, affiliation or activities, disability, AIDS or HIV status, union membership or non-membership, union activity or lack of activity;

of that employee or those employees;

in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile, or offensive working environment, and

which exceeds the bounds of freedom of expression or academic freedom as these are understood in University policies and accepted practices, including but not restricted to those explicitly adopted.

(d) Any alleged violation of Article 4:01 as set out above shall be grievable.

4:02

(a) 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.

- (b) The University shall include an employment equity statement on the GA application form which is consistent with the principles of Article 4:02(a).
- (c) CUPE, Local 3907 may appoint or elect up to two (2) representatives to the OISE Faculty Council Equity Committee, consistent with the terms of the Faculty Council's constitution and by-laws.
- (d) Applicants for Graduate Assistantships in the Departments of Curriculum, Teaching and Learning, and Social Justice Education may complete their application forms in French.

### **Sexual and Gender Harassment**

4:03 Sexual and gender harassment shall be considered discrimination under Article 4:01.

4:04 For the purpose of this Collective Agreement, "sexual harassment" means:

- 1) Making submission to an unsolicited sexual advance or solicitation, expressly or by implication, a term or condition of an employee's right to or continuation of or advancement in employment or academic success; and/or
- 2) Using or threatening to make use of, rejection of an unsolicited sexual advance or solicitation as a basis for employment, academic or other decisions affecting the employee or the employee's progress; and/or
- 3) Physical conduct, occurring either on the Employer's premises or in the pursuit of a University activity or business, which emphasizes the sex, sexual orientation, or gender identity and expression of one or more employees in a manner which the actor knows or ought reasonably to know creates for the employee or those employees an intimidating, hostile, or offensive working or learning environment; and/or
- 4) Verbal conduct or other forms of communication occurring either on the Employer's premises or in pursuit of a University activity or business,

which is directed at one or more specific employees,

which emphasizes the sex, sexual orientation, or gender identity and expression, of that employee or those employees in a manner which the actor knows or ought reasonably to know creates for that employee or those employees an intimidating, hostile or offensive working or learning environment, and

which exceeds the bounds of freedom of expression or academic freedom as these are understood in University policies and accepted practices, including but not restricted to those explicitly adopted.

### **Sexual Harassment Grievances**

4:05 An employee may file a sexual harassment grievance under the normal grievance procedure. The time limit for filing such a grievance shall be six (6) months from when the alleged harassment occurred. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to file a complaint or grievance shall extend to twelve (12) months.

4:06 It is agreed that where an employee elects to submit a grievance alleging sexual harassment, the employee shall forfeit the right to file a "complaint" under the Employer's sexual harassment policy.

- 4:07 Where there is a belief that an employee has been the victim of sexual harassment, the employee may request, through the Union, to discontinue contact with the alleged harasser. 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 sexual harassment complaint shall suffer no penalty of an academic or other nature.
- 4:09 In the event that both the complainant and the respondent are employees covered by this Agreement, the Union and the Employer will appoint a mutually-agreed upon third party to investigate the complaint. Within two (2) months, the investigator shall submit a report to the Union and the Employer. The report may recommend discipline: e.g. ordering an apology, counseling, etc. The report shall not preclude the possibility of a grievance being filed on behalf of the complainant or respondent.
- 4:10 In the event a grievance alleging sexual harassment is referred to arbitration in accordance with Article 12, the Sole Arbitrator shall be selected from among the following persons:

Paula Knopf  
Kevin Burkett  
Larry Steinberg  
Jasbir Parmar

The Sole Arbitrator 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.

- 4:11 Grievances alleging sexual harassment shall be initiated at Step 2. In the event a grievance alleging sexual harassment is filed, where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be sent forward to the next step. No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.

### **Workplace Harassment**

- 4:12 The University will provide an environment where members of the bargaining unit are not subjected to workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the University's Civility Guidelines and the applicable statute(s), although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. The University will notify the Union when any substantive changes are made to the University's Civility Guidelines and at the request of the Union will meet to discuss such changes.

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. If not resolved at Step 3, the Parties may agree to mediation or facilitation before an agreed-upon mediator or facilitator before arbitration takes

place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

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 5: UNION SECURITY**

- 5:01 Membership in the Union shall be voluntary. However, as a condition of employment, each employee shall have deducted by the Employer from each pay, inclusive of vacation pay, during the term of the agreement an amount equal to the Union dues, levies and other assessments of the Union as are uniformly levied upon all members of the Union. The amount of such dues, levies or assessments shall be certified to the Employer by the Secretary-Treasurer of the Union. The Employer shall remit the amount deducted in accordance with this Article no later than the end of the month in which the deductions are made. Each remittance shall be accompanied by a list of the employees from whose pay the deductions have been made, indicating the amount of their salary paid for the reporting period. The Union agrees to indemnify and save the Employer harmless from any claims, which arise as a result of its compliance with the provisions of this Article.
- 5:02 The Employer shall provide the Union with a copy of each accepted offer normally within ten (10) working days of acceptance. Any amendments or adjustments made to an accepted offer shall be reported to the Union normally within ten (10) working days.
- 5:03 The Employer shall provide the Union electronic versions of the current list of the names, Article 14 Group status, hiring department, departments of study, year of study, email, home addresses and phone numbers on record of all present employees and the total numbers of domestic and visa students by October 15, February 15 and June 15. The Union agrees that such individual data will be held in confidence and will be used only for official Union purposes.
- 5:04 The Employer shall provide an area of bulletin board space for official union notices in or near each department, to be marked "Canadian Union of Public Employees Notices." The Union shall have the exclusive right to put up and/or take down material from this space.
- 5:05 The Union shall advise the Employer, in writing, of all members of the Union bargaining committee which shall not exceed five (5) employees. For the purposes of negotiations between the Parties and as provided in and pursuant to Article 21, the Employer agrees to pay the Union a sum equivalent to a full time Graduate Assistantship. Where a member of the Union bargaining committee encounters an unavoidable conflict between any scheduled hours arising from the Graduate Assistantship 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.
- 5:06 Union members who are appointed to OISE Committees shall upon written request to their supervisor, be granted paid release time from their regular assistantship project for those times spent in OISE Committee meetings. Such leave shall not be unreasonably withheld.
- 5:07 Employees who are required to act as witnesses or advisors in grievance meetings, arbitration hearings, may upon written request to their supervisor, be granted paid release time from their regular assistantship project for those times spent in such meetings and /or hearings. Such leave shall not be unreasonably withheld.

- 5:08 The University shall provide the Union with suitable office space for the purpose of conducting business for the University. It is agreed that CUPE Local 3907 will assume all responsibilities for the payment of monthly fees, usage fees or any other maintenance or relocation fees that may be incurred with respect to any telephone or data lines for the Union Office.
- 5:09 The Employer agrees to pay the Union the equivalent of one (1) full (two term) graduate assistantship by May 31 each year. These monies shall be distributed among the members of the Union as seen fit by the Union.
- 5:10 The Employer will provide cleaning service and campus mail service at no cost to the Union.
- 5:11 The Employer agrees to issue upon request from the Union in writing, a library card (valid at both Robarts Library and Bora Laskin Law Library) to the National and Staff Representative(s) of the Union. There shall be no charge to the Union or to the National or Staff Representative(s) for the card. Use of the card shall be subject to the general regulations made from time to time by the University and /or the library, and the Union will be responsible for paying all user charges associated with the card.
- 5:12 The Employer recognizes the need for the Union local to have space to conduct meetings. Accordingly, meeting space will be made available to the Union Local in accordance with the University of Toronto fee schedule, policies, and guidelines for reserving space within the limits of availability at the time of booking.

#### **ARTICLE 6: MANAGEMENT RIGHTS**

- 6:01 The Union acknowledges that it is the right of the Employer to maintain order and efficiency; to hire, classify, transfer, promote, demote, lay-off; to discipline, suspend, or discharge employees; to establish and enforce rules and regulations not inconsistent with provisions of this agreement which govern the conduct of the employees; and generally to manage and operate the University of Toronto.
- 6:02 In exercising its rights and in conducting its employment relations, the Employer shall act fairly, reasonably, equitably, without unfair discrimination, in good faith and in a manner which is consistent with the provisions of this agreement.

#### **ARTICLE 7: UNION AGREEMENT INFORMATION AND ISSUANCE**

7:01

- (a) The Employer shall inform all prospective new employees of the fact that a Union Agreement is in effect and shall provide each individual who accepts an offer of employment with a copy of the Agreement upon commencement of employment.

In the interest of environmental conservation, the Collective Agreement will be posted on the University's Human Resources and Equity website and the CUPE, Local 3907 website and the link to said website will be provided to all employees in the bargaining unit. Upon request, printed copies of the agreement shall be made available to employees at the divisional Human Resources Offices.

- (b) Stewards will be granted two (2) hours' paid release time from their regular assistantship to orient new members at the beginning of each academic year.

7:02 The Employer will have copies of this Agreement posted on the University's website within thirty (30) days of its signing by both Parties and within a further thirty (30) days have printed and distributed copies of this Agreement as per article 7.03. The Parties agree to finalize the renewal Collective Agreement within six (6) months of the date of its ratification.

7:03 The Employer will provide the Union with an electronic copy of the Collective Agreement. In addition, the Employer will provide the Union with fifty (50) copies of the Agreement.

#### **ARTICLE 8: LABOUR/MANAGEMENT COMMITTEE**

8:01 The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations. The Parties shall each appoint three (3) representatives to a body, which shall be the Labour/Management Committee. Meetings of this committee shall be held at the request of either party at a mutually agreed upon time and place provided that the party requesting the meeting give at least seven (7) days' prior notice accompanied by an agenda of matters to be discussed. A representative of each party shall be designated as joint chairperson and they shall alternate in presiding over meetings.

8:02 It is agreed that matters to be discussed at such meetings shall be the application of the provisions of this Agreement, the clarification of procedures or conditions causing misunderstanding or grievances and such other subjects as are mutually agreed upon.

#### **ARTICLE 9: UNION REPRESENTATION**

9:01 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. Neither shall the Employer meet with any employee or group of employees undertaking to represent the Union without proper authorization of the Union. In representing an employee or group of employees, an elected or appointed 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 staff. Likewise, the Employer shall supply the Union with a list of its designated authorities with whom the Union may be required to transact business.

9:02 The Employer shall recognize one (1) or more Union Stewards upon receipt of written certification from the Union of the name(s) of such Union Steward (s).

9:03 Union Stewards, Union officers, or Union staff shall have the right to assist employees in presenting grievances at various steps in the grievance procedure in accordance with this Agreement.

9:04 The Union shall have the right at any time to call upon the assistance of authorized representatives of the Canadian Union of Public Employees (CUPE) when dealing with the University. Such representatives and any other duly designated representatives shall have access to the University premises at reasonable times that do not interfere with the regular work of the members to consult with members, Local officers, or University officials.

When such representatives deal directly with University officials, the extent of the Union representatives' authority shall be clearly defined and communicated to the University officials by the Union. Union officials are required to follow normal University procedures and protocol in arranging for use of University premises for meetings.

## **ARTICLE 10: PROGRESSIVE DISCIPLINE**

10:01 The Employer shall not discipline, suspend, discharge and/or cancel subsequent appointments except for just cause.

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 suspension or change in assignment

Step IV: 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.

10:02 When an employee is summoned 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 Employer will inform the employee in writing 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 Employer will arrange for such representation without undue delay, and without further discussion of the matter with the employee concerned. A meeting with the Employer 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.

10:03 An employee who is disciplined shall be advised in writing of the nature of the discipline and the reasons for the disciplinary action.

10:04 Grievance of disciplinary action shall be initiated at Step 2 or Step 3 of the grievance procedure as appropriate.

10:05 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).

10:06 All disciplinary investigations shall be treated as confidential.

## **ARTICLE 11: GRIEVANCE PROCEDURE**

11:01 A grievance shall be defined as any difference arising with respect to the interpretation, application, administration or alleged violation of this Agreement.

11:02 It is the mutual desire of the Parties hereto that grievances of employees be adjusted as quickly as possible in the following manner:

An employee, accompanied if desired by either a Union Steward or other authorized Union representative, will first discuss the grievance with the supervisor who will attempt to adjust it.

**Step One:** If the grievance is not adjusted by the supervisor, it shall be reduced in writing on an employee grievance form and signed by the employee involved and the employee's Steward within twenty (20) working days after the employee knew or ought reasonably to have known of the occurrence of the circumstances giving rise to the grievance. The immediate supervisor shall give a decision in writing to the employee and either the Steward or other authorized Union representative within seven (7) working days.

**Step Two:** If the grievance is not resolved at Step One, the written grievance may be referred to the Chair for the unit to which the employee is assigned within seven (7) working days following receipt of the decision under Step One. The Chair shall give a decision in writing to the employee and either the Steward or other authorized Union representative within seven (7) working days.

**Step Three:** If the grievance is not settled at Step Two, the written grievance may be referred to the Dean or designate by the Chief Steward, within seven (7) working days of the Union having received an answer in writing from the Chair. The Dean or designate, who may be accompanied by the Director of Human Resources or designate, shall meet with the Chief Steward or designate, who may be accompanied by the National Representative of the Union or designate, within seven (7) working days of receipt of the grievance in order to resolve the dispute. The Dean or designate shall reply in writing within seven (7) working days if the grievance is not settled at this meeting.

**Step Four:** Failing a satisfactory settlement at Step Three, the Union may refer the grievance to arbitration pursuant to Article 12 of this Agreement within ten (10) working days of receipt of the decision under Step Three.

- 11:03 Where no reply is given to a grievance within the limits specified, the grievor or the Employer, as the case may be, shall be entitled to submit the grievance to the next step of the grievance procedure.
- 11:04 The Sole Arbitrator shall have the power to extend the time for the taking of any step in the grievance procedure, provided that the Sole Arbitrator is satisfied that there are reasonable grounds for the extension. The time limits imposed upon either party at any stage of the grievance procedure may be extended by mutual written agreement of the Employer and the Union.
- 11:05 The Employer shall have the right to file a grievance against the Union with respect to the interpretation, application, administration or alleged contravention of the Agreement. Such grievance shall be commenced by presenting in writing a grievance signed by the Dean or designate, to the President of the Local Union and the National Representative of the Local Union within twenty (20) working days of the day on which it became aware or ought reasonably to have become aware of the occurrence or origination of the circumstances giving rise to the grievance. Failing settlement at a meeting held within fifteen (15) working days of the presentation of the grievance, the Union shall give the Employer its written reply to the grievance within fifteen (15) working days following the meeting. Failing settlement, the Employer may refer the grievance to Arbitration pursuant to Article 12 within fifteen (15) working days of receipt of the Union's written reply.
- 11:06 The Union shall have the right to file a grievance based on a difference with the Employer arising with respect to a question of general application, interpretation, or administration of this Agreement. Such grievance shall not include any matter upon which an employee would be individually entitled to grieve and the regular grievance procedure shall not be bypassed, unless the matter affects the security of the Union. Such grievance, signed by the Chair (Internal) or designate of the Union, must be presented in writing by registered mail or personal delivery to

the Director of Labour Relations or designate within twenty (20) working days of the day on which the Union became aware or ought reasonably to have become aware of the occurrence or origination of the circumstances giving rise to the grievance. Failing settlement at a meeting held within fifteen (15) working days of the presentation of the grievance, the Employer shall give the Union its written reply to the grievance within fifteen (15) working days following the meeting. Failing settlement, the Union may refer the grievance to Arbitration pursuant to Article 12 of this Agreement within fifteen (15) working days of receipt of the Employer's written reply.

- 11:07 A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress or alleging a similar violation of this Agreement may be initiated at Step Two if the employees are all employed in the same department, or at Step Three if they are employed in different departments, except that such grievances may be initiated within thirty (30) working days after the employees knew or ought reasonably to have known of the occurrence of the circumstances giving rise to the grievance.
- 11:08 Applicants, other than employees, who are registered students in OISE, or who have been accepted for registration, may file a grievance alleging a violation of Articles 4, 6 and/or 14, commencing at Step Two of the grievance procedure. Such grievance must be filed within twenty (20) working days after the applicant knew or ought reasonably to have known of the occurrence of the circumstances giving rise to the grievance. For the summer session, such a grievance must be filed within ten (10) working days after the applicant knew or ought reasonably to have known of the occurrence of the circumstances giving rise to the grievance.

### **Suspension or Discharge Grievance**

- 11:09 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 Chair or designate at Step 2 shall meet with a representative of the Union and the National Representative 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 Dean or designate shall meet with a representative of the Union and the National Representative 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 five (5) working days that it intends to proceed to arbitration pursuant to Article 12 of this Collective Agreement.

### **Grievance Mediation**

- 11:10 The Parties are committed to the early settlement of grievances and as such mutually agree that the process of grievance mediation is a valuable tool in arriving at mutually agreeable grievance settlements. In this regard, the Parties agree that, by mutual agreement on a "case-by-case" basis, grievances may be referred to private grievance mediation prior to the grievance being heard by a sole arbitrator as set out in this Collective Agreement. In such circumstances, the Parties shall by mutual agreement select the mediator and they shall jointly and equally bear the fees and the expenses of the mediator.

### **ARTICLE 12: ARBITRATION**

- 12:01 The notice of intention to proceed to arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitrator and the name and address of the party's nominee as sole arbitrator.

- 12:02 The party who receives the notice of intention to proceed to arbitration shall then notify the other party of its acceptance of the suggested Sole Arbitrator or its alternate suggestion within ten (10) working days after receiving the notice. If the Parties are unable to agree upon the selection of an arbitrator within a period of ten (10) working days, either party shall then have the right to request the Minister of Labour to appoint an arbitrator.
- 12:03 The Sole Arbitrator shall neither have the authority to make any decision which is inconsistent with the terms of this Agreement, nor to add to or amend this Agreement. The jurisdiction of the Sole Arbitrator shall be strictly confined to the issue in dispute. The decision of the Sole Arbitrator shall be final and binding upon the Parties.
- 12:04 The Sole Arbitrator shall have the authority, in cases of discharge, suspension or disciplinary action, to reinstate an employee with remuneration for all wages and benefits lost.
- 12:05 The Employer and the Union shall each pay one-half (1/2) the remuneration and expenses of the Sole Arbitrator. No grievance may be submitted to an arbitrator or dealt with by an arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.
- 12:06 Time limits set forth in this Article and in Article 11 may be extended by mutual written agreement of the Employer and the Union.
- 12:07 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 or Arbitration Procedure.

**ARTICLE 13: WAGES**

- 13:01 A Graduate Assistantship will be one hundred and twenty (120) hours' over one term, or two hundred and forty (240) hours over two terms.

The value of an assistantship shall be as follows:

**Graduate Assistants - L3907**

Personnel Area 0002  
 Personnel Subarea 5250  
 Pay Scale Type 35  
 Pay Scale Area 01

	Job	Pay scale group	PS level	01.05.2016 Amount		01.09.2016 Amount		01.09.2017 Amount	
				One Term	Two term	One Term	Two term	One Term	Two term
<b>Graduate Assistant</b>	<b>273</b>	<b>GRADASST</b>		5,996.39	11,992.78	6,056.35	12,112.71	6,132.05	12,264.12

All Assistantships shall have an additional four percent (4%) added for vacation pay. Vacation pay shall be calculated, identified separately, and included as part of an employee's regular monthly salary payment.

- 13:02 The Employer shall issue to the employee a Record of Employment form within five (5) working days of the termination of the appointment.
- 13:03 The Employee's pay stub will clearly indicate the name of the Union (i.e. CUPE 3907) with the deduction for union dues. The University agrees to record total Union dues deductions paid by each employee on the employee's T4 slip.
- 13:04 The Parties agree that once an offer of work has been made to and accepted by an employee, there shall be no reduction in compensation 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 the Parties agree that these protections will continue into the future.
- 13:05 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.
- 13:06 The Parties agree that any increase in the wages negotiated by the Parties shall represent an increase in the total earnings of an employee for that session.

## **ARTICLE 14: APPOINTMENTS**

### **Preamble**

- 14:00 Full-time graduate students are eligible to be considered for Graduate Assistantships under this Collective Agreement. Graduate students holding a combination of scholarships, fellowships, OISE-arranged teaching assistantships, OISE-arranged course instructorships, and/or research assistantships greater than or equal to the value of a full graduate assistantship during the academic year (September-August), are not eligible for a graduate assistantship.

"Flex-time" Ph.D. students are part time students for the purpose of this article.

Notwithstanding the foregoing, a "Flex-time" Ph.D. student shall be eligible for consideration as a member of Group B under section 14:02 for one regular academic session during their program of study. In order to assess eligibility, the student must provide the following information, in writing, accompanying their application:

- 1) confirmation from their supervisor that they will be pursuing studies on a full-time basis, and
- 2) confirmation that they will *not* be working full-time.

This information must specifically pertain to the academic year in which the student is seeking Group B eligibility.

### **Group A**

- 14:01 Definition:

This group is defined as covering students in:

- a Ph.D. program for the first four (4) years of the program;
- the M.A. program (excluding the M.A. in Child Study, and the Masters of Teaching [M.T.]) for the first year in the program;

- Students in the M.A. in School and Clinical Child Psychology for the first two (2) years of the program;
- School and Clinical Child Psychology Students at OISE who then go on to pursue the Ph.D. at OISE, for the first three (3) years of the Ph.D. program.

Students who meet the criteria above, but are full time employees at the University of Toronto or elsewhere, are ineligible to be considered for graduate assistantships under this Collective Agreement. Full time employment is defined as thirty-five (35) hours per week, or where different, the number of hours specified in an employee's contract as full time employment.

All students who meet the criteria above for inclusion in Group A will be offered a Graduate Assistantship. A full Graduate Assistantship shall normally cover the period from September to April. Where a student is offered, and elects to take up, a partial Graduate Assistantship, the employer will ensure that the differential between the partial and full Graduate Assistantship will be provided.

Clarity Note: funding of the differential may be from sources such as, for example, OISE-arranged teaching assistantships, research assistantships, OISE-arranged course instructorships, scholarships, or fellowships.

## **Group B**

### 14:02 Definition:

This group is defined as covering all other full time graduate students **not** covered by Group A including:

- Students in the Ed.D. program;
  - Students in the M.Ed. program.
- a) Students who are enrolled or will be enrolled full-time in an M.Ed. will be eligible to be considered for assistantships for the first two (2) years of their program. Students who are enrolled full-time in a Masters program with a two (2) year residence requirement will be eligible to be considered for the first three (3) years of their program.
  - b) Students who are enrolled or will be enrolled full-time in a doctoral program will be eligible to be considered for assistantships for the first five (5) years of their program.
  - c) The assistantships of students who are enrolled full-time in the first year of an Ed.D. program will be renewed automatically for three (3) subsequent years of full-time study. Students awarded an assistantship in their second year will be automatically renewed for the following two (2) years. Students awarded an assistantship in their third year will be automatically renewed for the following year.
  - d) Students with a guaranteed assistantship need not submit an application unless applying for an additional term of work above that specified in the original offer of appointment.

The Employer shall make at least forty-five (45) appointments of individuals from Group B in the Regular Academic session. One hundred percent (100%) of funds that were available for the Regular Academic session which were not allocated as of February 28<sup>th</sup> shall be made available for assistantships during the next summer or Regular Academic session. The Union shall be provided with a full accounting of the status of this fund by June 30<sup>th</sup> of each year.

**14:03 – 14:08: Group B Only**

14:03

- (a) All applications from eligible students will be considered by Departmental Assistantship Committees on the basis of the applicant's ability to assist in research and/or field development activities, which are broadly defined but which do not include activities which are solely or predominantly clerical or administrative in nature. Departmental recruitment needs and seniority in the bargaining unit will be considered on an equal basis. On the basis of these considerations, the Chair will recommend offers of assistantships.
- (b) At least sixty (60) days prior to the deadline for submission of applications for assistantships, each Departmental Assistantship Committee shall submit to the Employer and post in departments the most current departmental procedures and ranking criteria for the allocation of graduate assistantships. The Union shall be provided with a copy of all such departmental procedures and ranking criteria within five (5) working days of their being posted. Such departmental procedures and ranking criteria shall be in conformity with the provisions of Article 14:03(a).

14:04 The Union is entitled to appoint an observer to the Departmental Assistantship Committee, and to any committee in a department considering the offers of assistantships. The observer shall be given seven (7) working days' notice of such meetings and shall have the right to speak in respect of issues related to the interpretation of the Collective Agreement.

14:05 The evidence to be considered in judging applications shall be limited to the application form, the student's academic file and any evaluation, per Article 19, of the student's performance as a graduate student.

14:06

- (a) A current applicant for an appointment from a department may not serve as union observer in that department and will withdraw from a committee's deliberations during discussion of the application of a spouse or immediate family member.
- (b) Union observers shall be given documentation regarding ranking and allocation of assistantships limited to departmental ranking criteria used in the allocation of assistantships, applicant's scores, and final departmental ranking sheets.
- (c) Time used by the union observer appointed under Article 14:03 in the ranking of assistantship applications shall be considered as time worked for the assistantship.

14:07 Faculty members cannot serve on Departmental Assistantship Committees for departments considering application from their spouses or members of their immediate families.

14:08 All Summer GA ranking applicants will normally be advised in writing of the outcome of their ranking applications as early as applicable but no later than April 30th. All Fall/Winter GA ranking applicants will normally be advised in writing of the outcome of their ranking applications as early as practicable but no later than August 31<sup>st</sup>. Group B members who have guaranteed assistantships for the next regular academic session will normally be notified no later than March 31<sup>st</sup>. Applicants shall indicate whether they are prepared to accept an appointment.

**Groups A and B (Articles 14:09 – 14:19)**

14:09

- (a) For students in full time study in the same degree program for two terms of any academic year, the offer of appointment will be made for both terms considered to be thirty-five (35) weeks. For students in full time study for only one term in any academic year, the offer of appointment will be made for the term of the full time study considered to be seventeen and one-half (17 1/2) weeks.
- (b) Upon request by a Graduate Assistant, notwithstanding Article 14:09(a), the period for completing assigned work may be extended to May 31 by mutual agreement of the supervisor and the Graduate Assistant.

14:10 The employment of and payment to a Graduate Assistant shall cease at the end of the academic term in which the employee completes all requirements for the degree program.

14:11 The employment of and payment to a Graduate Assistant shall cease at the time the employee ceases to be a registered student in a degree program, or ceases to be engaged in full time study or is dismissed for cause.

14:12 Applicants may decline an offer of appointment for any reason, and that action will not in and of itself affect the eligibility of the applicant to make future applications, nor will that action enter into the consideration of future applications. If an applicant declines an offer of appointment, the applicant may request an alternative match for the current year. Upon receipt of such request, the Employer will endeavour to make another offer to the applicant. Applicants who decline such an alternative match will not be assigned any GAship in the current year.

14:13

- a) Job descriptions will be posted for a minimum period of fifteen (15) working days commencing as follows:
  - End of June for Graduate Assistants who begin their assistantships in the Fall term;
  - Early November for Graduate Assistants who begin their assistantships in the Winter term; and,
  - End of March for Graduate Assistants who begin their assistantships in the Summer term.

Each job description will indicate whether the work is to be performed in OISE buildings or elsewhere and if evening and/or weekend work is required and will indicate the name of the supervisor, and the hiring department. The Union shall be given read-only access to the database of all job postings.

(b) Graduate assistants may apply for and rank in order of preference up to 5 positions. The online application will include a resume and a rationale for applying to each position.

(c) At the close of the job posting period faculty will review all applicants to their positions and rank the applicants in order of preference. The GA Online Job Posting system will match faculty and graduate assistants based on their indicated preference. Graduate assistants will indicate their acceptance of these assignments by signing the online Graduate Assistantship Contract.

(d) All successful matches will be notified in writing at the earliest possible date, typically:

- On or before the first week of September for positions commencing in the Fall term;
- On or before the first week of January for positions commencing in the Winter term; and,

- On or before the last week of April for positions commencing in the Summer term.

- 14:14 Students who have disabilities and who have not completed the academic requirements of their degree program may, upon written request, gain an additional year of eligibility, subject to the confirmation of the disability by Accessibility Services. Such request should be submitted, along with the assistantship application, by December 1<sup>st</sup>.
- 14:15 An academic year over which a graduate student takes an approved leave of absence from full-time study shall not be counted as one of the years referred to in Article 14:02(a), (b) and (c) or Article 14:10.
- 14:16 Notwithstanding 14:02(c), employees will not have their assistantships renewed or if they are terminated for just cause.
- 14:17 The Employer shall make at least twenty-four (24) appointments for the summer academic session and shall endeavour to ensure that, overall, at least fifty (50%) percent of the appointments are awarded to individuals in Group B.
- 14:18 The Employer agrees to make payment retroactively when an appointment has not been processed to effect payment on the first normal payday of the appointment period.

#### **Research and Development Graduate Assistantships**

- 14:19 The University agrees to establish a fund of a minimum of one hundred and fifty thousand (\$150,000) dollars for the creation of Research and Development Graduate Assistantships, of which no less than one hundred and five thousand (\$105,000) dollars will be allocated to individuals from Group B. The Parties agree that students in the Doctoral program in year six (6) are eligible for appointment to Research and Development Graduate Assistantships. Any funding not allocated in the prior period shall be carried forward to the subsequent year. The University will provide the Union with a report on the status of the fund for the prior year in June 30<sup>th</sup> of each year.

#### **ARTICLE 15: HOURS AND CONDITIONS OF WORK**

- 15:01 Upon appointment each employee shall be given an offer of employment stating the number of hours of work required and the duration of the appointment. Upon assignment each employee shall be notified of the name of the supervisor who will assign duties and to whom the employee will be responsible. The hours of work and the duration of the appointment shall only be changed with the written consent of the employee excepting any changes arising out of such conditions as are specified in the offer of employment.
- 15:02 The employee and immediate supervisor shall have a mutual responsibility to ensure that the hours of work specified in the offer of employment are neither exceeded nor reduced. All duties required, expressly or by implication, shall be included in the calculation of hours worked. The immediate supervisor, or Chair if necessary, shall meet with the employee to discuss hours and work assignments as soon as possible and no later than ten (10) working days after the job has been assigned. If the supervisor or Chair fails to do so, the employee shall be deemed to have commenced work from the date specified in the offer of employment. In implementing this clause, it is understood that the employee will make every reasonable effort to meet with the supervisor or Chair at a mutually agreed upon time.
- 15:03 The hours of work referred to in a letter of appointment shall be the total number of hours over the entire period of employment. Where applicable, the Employer will make every reasonable effort to equalize the hours worked in the Fall and Spring academic terms.

- 15:04 If the Chair fails to specify an employee's work assignment within the time period specified in Article 14:13, the employee's hours of work will be reduced accordingly.
- 15:05 Work will not normally be assigned beyond the end of the contract; that is, the end of the relevant term, provided that the GA has been available to undertake the assigned GAship during the course of the term. The GA and the supervisor may reach an agreement to complete work assigned in a different time frame, which will be made in writing, and signed by both the GA and supervisor.
- 15:06 All Graduate Assistants shall be provided with a desk and all materials necessary for the performance of their duties. Materials may include, for example: use of a computer, phone, photocopy machine and computer disks, as required to perform the duties of the assistantship. Graduate Assistants who, with prior written approval of the Chair (or designate) of the employing department, incur travel and material expenses for the performance of their graduate assistantship may submit receipts for reimbursement according to University policy.

#### **ARTICLE 16: LAYOFF AND RECALL**

- 16:01 Should the employer determine that it is necessary to lay off members of the bargaining unit the order of lay off shall be the reverse order of their departmental ranking at time of hire. In any case of layoff the employee shall be given ten (10) working days' notice or payment in lieu. Employees on layoff shall be recalled in order of departmental ranking. Employees on layoff shall be eligible for recall for a period of one hundred (100) calendar days from the date of layoff.

#### **ARTICLE 17: LEAVES OF ABSENCE**

##### **General**

- 17:01 Upon application to the employee's supervisor, an employee may be given leave without pay with the approval of the Dean or designate. Such leave shall not be unreasonably denied.

Students on approved leaves of absence shall not be expected to make up the hours that would otherwise have been worked during the period of the approved leave.

##### **Academic Conference Leave**

- 17:02 Employees who have been invited to deliver papers, present research findings, chair sessions, or serve as discussants at an academic conference may make application to their supervisors for an unpaid leave of absence of up to ten (10) days in any academic year for the time necessary to travel to and from the conference, and discharge the 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. Such leaves shall not be unreasonably denied.

##### **Bereavement Leave**

- 17:03 An employee shall be given one (1) week's leave with pay upon the death of a member of the employee's family. It is understood that for the purposes of this article, family shall be broadly defined. Such leaves may be extended by up to two (2) days upon request by the employee to their supervisor in instances where the funeral occurs more than 200km from the employee's work location. Such requests for an extension to the leave shall not unreasonably be denied.

## **Pregnancy Leave**

17:04 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 and submission therewith of a doctor's certificate 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/gynecologist, midwife) confirming this information, such certificate shall be provided without undue delay. 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 be extended 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 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.

A) Leaves of two (2) months or less shall not result in an interruption of regular monthly instalments. Leaves longer than two (2) months shall be without pay for the period which exceeds the first two (2) 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 pay during the two (2) week waiting period for Employment Insurance benefits, and, for the next fifteen (15) weeks, or until the end of the appointment (whichever comes first) will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the employee applies for and receives Employment Insurance benefits. Please contact the Family Care Office, University of Toronto or the Union, CUPE 3907 to discuss your eligibility for this benefit.

17:05 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/gynecologist, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the employee was expected to give birth.

## **Parental Leave/Adoption Leave**

17:06 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. An employee who has not taken pregnancy leave is entitled to a leave of absence of up to thirty-seven (37) weeks.

Application for such leave shall be submitted in writing to the Supervisor 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 of the intention 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.

Leaves of one (1) month or less during the term of an appointment shall not result in an interruption of regular monthly instalments. For reasons of financial hardship and/or on a compassionate basis an employee may request an additional week of leave to their supervisor. Requests for an additional week shall not be unreasonably denied. Leaves longer than one (1) month during the term of the appointment (except as limited above) shall be without pay for the period which exceeds the first month of such leave. No payment will be made which exceeds the end of the term of employment.

- 17:07 Where an employee who qualifies for leave under article 17:04 and/or article 17:06 commences said leave during one appointment, and has a further appointment in the immediately consecutive term, the employee shall be eligible to continue the leave, if there is any entitlement remaining, into that next appointment.

### **Non-Birth Parent Leave**

- 17:08 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.

### **Sick Leave**

17:09

- a) Employees who have a full GA appointment in an academic session shall be granted up to four (4) days of sick leave with no loss of pay. Employees who have a half GA appointment in an academic session shall be granted up to two (2) days of sick leave with no loss of pay. Any additional absence or absences due to illness/injury shall be without pay. To qualify for sick leave the employee must notify the supervisor and the Chair or Designated Authority as to the expected duration of the illness/injury. Sick leave 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 remain confidential.

### **Serious Illness, Surgery and Hospitalization**

- (b) An employee who provides a certificate from a licensed physician confirming that the employee is unable to attend work and/or perform duties due to a serious illness, required surgery and/or hospitalization may be granted up to two (2) months of paid leave at the employee's regular rate of pay during the period of the appointment.

### **Gender Reassignment Surgery Leave**

- (c) An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical procedure(s) related to a physical change from one gender to another shall be granted up to two (2) months of paid gender reassignment surgery leave at the regular rate of pay during the period of the employee's appointment.

### **Work Accommodation**

- 17:10 Where an employee requires accommodation due to illness or disability, the employee will first raise this with the supervisor. The Employer will meet with the Union to discuss its plans for accommodation. Where a written accommodation plan exists, the Union will be provided with a copy.

### **Union Conventions**

- 17:11 Subject to the approval of the Chair and upon written request at least ten (10) working days in advance, leave of absence without pay or loss of seniority shall be granted to not more than three (3) employees. Such leave of absence shall apply to employees who may be elected or appointed by the Union to attend Union conferences and conventions. Such leave of absence is to be confined to the actual duration of the convention and the necessary travel time. Such leave shall not exceed thirty (30) working days in total for the bargaining unit in any calendar year. The granting of such leaves shall not be unreasonably withheld.

### **Compassionate Leave**

- 17:12 Upon request, an employee shall be granted leave without loss of pay of up to two (2) weeks 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**

- 17:13 Upon written request, supported by a copy of 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.

### **Union Leave**

- 17:14 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.

#### **ARTICLE 18: BENEFITS**

- 18:01 Effective 1 September 2016, the University agrees to implement a new CUPE 3907 Health Care Plan as summarized in Schedule A attached. The Plan will be paid for by the University and will be identical to the provisions of the CUPE 3902-Unit 1 Health Care Plan.
- 18:02 The Employer shall pay all tuition costs and other related costs for courses and/or workshops, deemed by the Chair to be essential to an employee's work assignment. All costs and time to be spent in the courses and/or workshops must be approved by the Chair, in writing, prior to enrolment in such courses and/or workshops. Time approved for courses/workshops will be credited to the GA as time worked. Where the Employer requires the employee to attend training or orientation, the employee will be provided with timely, advance notice.

#### **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 feedback on performance and to provide a written record of that performance.
- 19:02 The Department may evaluate each Graduate Assistant's work performance, not more than twice per period of appointment, in writing using methods appropriate to the Department. More than one evaluation may be completed.
- 19:03 Such evaluations shall be put in the employment file, only after discussion with the employee, and the employee shall have the right to place written comments in the file, and the right to grieve the methods of evaluation. Employees shall have the right to make copies of all documents in their employment files.
- 19:04 An Employee may request an evaluation by the Supervisor not more than twice per period of appointment, by submitting a written request to the Supervisor. Such evaluation shall be provided to the employee within four (4) weeks and shall be conducted in accordance with Article 19:02.
- 19:05 Concerns about unsatisfactory performance shall be brought to the attention of the employee, in writing or orally, as the supervisor deems appropriate, and without undue delay. This may occur at any time during an appointment or within a reasonable period of time beyond the completion of the appointment.
- 19:06 The employment file shall only contain documents relating to employment and such file shall be maintained separately from the employee's academic file.
- 19:07 The contents of the employment file, and all other matters pertaining to the employee's work performance shall not be communicated in a discussion of academic standing or performance and shall not affect in any way the evaluation of academic standing or performance.

#### **ARTICLE 20: HEALTH AND SAFETY**

- 20:01 The Union has the right to appoint a voting representative to all health and safety committees at OISE.

20:02 The Employer and the Union recognize their joint responsibility to protect the health and safety of employees and members as they carry out their duties, and shall abide by the provisions of the *Ontario Occupational Health and Safety Act*.

**ARTICLE 21: TERM OF AGREEMENT**

21:01 This Agreement and the attached Letters of Intent forming a part thereof, shall be binding and remain in effect from September 1, 2015 to August 31, 2018 and shall be renewed from year to year thereafter unless either party gives the other notice, in writing, within the period one hundred and thirty (130) days before the Agreement ceases that it desires to amend or terminate the Agreement.

21:02 When such notice is given, negotiations shall commence within twenty-one (21) days of receipt of the notice, and both Parties shall negotiate in good faith. This Agreement shall continue in force until a new agreement is signed, or the right to strike or lockout commences, whichever occurs first.

**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 March 08, 2016.

**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 and its LOCAL 3907**

**BY:**

\_\_\_\_\_  
*National Representative*

\_\_\_\_\_  
*Chair*

**LETTER OF INTENT: Calculation**

The University agrees that for the purpose of calculating the funding level for any student in Group A, effective September 1, 2009 a maximum of ten thousand, one hundred forty (\$10,140) dollars plus four (4%) percent vacation pay of Graduate Assistantship earnings may be included in the calculation of the package counted towards the funding commitment. It is understood that earnings from summer G.A. ships are not included in the calculation.

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**LETTER OF INTENT: Health and Safety Committee**

The University is committed to the prevention of illness through the provision and maintenance of healthy and safe conditions on its premises. The University endeavors to provide a hazard free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programmes and procedures.

The University requires that health and safety be a primary objective in every area of its operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety.

The University shall acquaint its employees with such components of legislation, regulations, standards, practises and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate supervisor or designate, in the interests of the health and safety of all members of the community.

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 where there is an immediate danger to their health and safety or health and safety of others.

The University will continue to respect the functions and guidelines established for the Joint Health and Safety Committee for the duration of the Collective Agreement. It is understood that should there be changes in the applicable legislation, the Parties will meet to discuss the implications. All copies of minutes of joint H&S meetings will be forwarded to the union office via electronic mail.

It is further agreed that the Union may only submit a grievance should the University unilaterally amend or abrogate the terms of the Joint Health and Safety Agreement, and/or fail to provide adequate paid time off for worker members to carry out their Joint Health and Safety Committee duties as specified in this agreement. Such grievances will be submitted in accordance with the provisions specified under Articles 11 and 12 of the Collective Agreement.

\*\*\*\*\*

**LETTER OF INTENT: Course Extensions**

Union officers who serve on the Union executive for at least three months or serve as members of the Union's Bargaining Committee, may submit requests for course extensions to the University, where such requests are the result of union responsibilities which have made it impossible for the student to complete course requirements.

\*\*\*\*\*

**JOINT LETTER OF INTENT: Financial Assistance Fund**

March 8, 2016

The Parties agree that the Employer shall pay to the Union upon the ratification of this Collective Agreement an amount of \$40,000 to continue the Financial Assistance Fund. The Employer will make further payments of \$40,000 in September of each year of this Collective Agreement (i.e., September 2016 and September 2017).

The Union shall establish criteria for the Fund, subject to the provision that the Fund be used for the sole purpose of providing financial assistance, on an objective basis, to employees represented by CUPE, Local 3907.

The Parties agree that the criteria may include the impact of child care expenses and the impact of increases in education-related expenses.

The Union shall bring proposed criteria to a designated Labour/Management Committee meeting for discussion prior to adoption by the Union. The Union shall provide copies of the adopted criteria to the Employer.

The Union shall ensure that the Fund is kept 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.

Leanne MacMillan  
CUPE Servicing Representative  
Canadian Union of Public Employees

Angela Hildyard  
Vice-President, Human Resources & Equity  
University of Toronto

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**JOINT LETTER OF INTENT: Alternative Appointment Process**

The Employer and the Union agree to discuss, at the Labour Management Committee, an alternative to the existing ranking process or "hiring pool" method for the selection of candidates for Summer GA and Group B Fall/Winter GA positions.

If agreement is reached, this alternative appointment process will govern the Summer 2017 GAships and the Fall/Winter 2017/2018 Group B GAships.

The Parties agree these discussions will commence within one month of the date of ratification of the renewal Collective Agreement and will conclude by the end of the first week of September 2016.

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**LETTER OF UNDERSTANDING: Accommodation / Return to Work**

The University recognizes its Duty to Accommodate the disabilities of Bargaining Unit members under the Ontario Human Rights Code and its obligations under the Accessibility for Ontarians with Disabilities Act.

- (a) The University agrees to recognize and, to the extent outlined in this article, to deal with one Union Representative. The University will pay for the Union representative to receive up to three

(3) (or more as agreed to between the Parties) days of appropriate training in accommodation issues through a training program that will be agreed to in advance by the Union and the University.

- (b) Where there is a dispute involving the workplace accommodation and/or the return to work of an employee covered by this Agreement, the Union workplace accommodation representative will represent the employee with respect to workplace accommodation. The University may also request that the Union representative participate in discussions regarding a particular case of workplace accommodation before a dispute arises. The University shall notify employees who require workplace accommodation and/or are returning to work from a leave that was due to disability of their right to representation.
- (c) With the written consent of the employee, the union workplace accommodation representative shall have access to any relevant medical information related to the workplace accommodation and / or return to work of the employee. In the event there is a return to work plan written it will be forwarded to the Union unless the employee indicates otherwise in writing.
- (d) The Union workplace accommodation representative may, upon written request to the supervisor, be granted paid release time from the regular assistantship project for time spent in meetings within this article.
- (e) Disputes regarding workplace accommodation and/or return to work shall be subject to the grievance procedure beginning at Step Two.
- (g) The employee will be reimbursed for all medical reports related to workplace accommodation that the Employer may request subsequent to the initially completed University of Toronto Return to Work Form. Reimbursement will be up to the amount as outlined in the Ontario Medical Association's Guidelines.

**SCHEDULE A: CUPE 3907 Health Care Plan**

Effective September 1, 2016, all Graduate Assistants who are employed for at least one (1) term and who are also enrolled in the UTGSU health and dental plans will participate in the CUPE 3907 Health Care Plan A – Top-up plus HCSA. Eligible employees who have enrolled family members in the UTGSU plans will also have eligible family members enrolled in the CUPE 3907 Health Care Plan A, based on the enrolment status in the UTGSU Plan at the start of each plan year.

Eligible employees who have opted out of the UTGSU plans will participate in the CUPE 3907 Health Care Plan B – HCSA only plan

The terms of the CUPE 3907 Health Care Plan A and Plan B shall be identical to the provisions of the CUPE 3902 Unit 1 Health Care Plan A and Plan B as it may exist from time to time. The University will inform CUPE 3907 of any such changes that are made to Plan A or Plan B.

An eligible employee who is also a member of CUPE 3902-Unit 1 shall only have health benefits under one Health Care Plan, as either the CUPE 3902-Unit 1 Health Care Plan, or CUPE 3907 Health Care Plan.



UNIVERSITY OF TORONTO  
OISE | ONTARIO INSTITUTE  
FOR STUDIES IN EDUCATION

March 8, 2016

Leanne MacMillan  
National Representative, Canadian Union of Public Employees  
Ontario Regional Office  
80 Commerce Valley Drive East  
Markham, Ontario, L3T 0B2

Dear Leanne,

This is to confirm that CUPE 3907 office will remain at 8-104 at 252 Bloor Street West during the life this agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Helen Huang', with a flourish extending upwards and to the right.

Helen Huang  
Chief Administrative Officer,  
Ontario Institute for Studies in Education

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