MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

-BETWEEN-

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(hereinafter referred to as “the University”)

-AND-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3902 – Unit 1
(hereinafter referred to as “the Union”)

1. The members of the parties’ respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.

2. The term of the renewal collective agreement shall be from January 1, 2018 to December 31, 2020.

3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on December 31, 2017, provided, however, that the following amendments are incorporated:
   
i. All attached pages numbered 1 to 5 are incorporated; and,

   ii. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto on pages numbered 6 to 9 are incorporated.

4. The provisions of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically and expressly noted.

FOR THE UNIVERSITY

FOR THE UNION

[Signatures]

[Signatures]
DATED AT TORONTO THIS 8th DAY OF FEBRUARY 2018
University of Toronto

- and -

Canadian Union of Public Employees (CUPE)
Local 3902 – Unit 1

Collective Bargaining 2017/18

Package for Full and Final Settlement

February 8, 2018
11:30PM
SETTLEMENT:
- All previously agreed-to language
- All proposals as attached to this document
- All other proposals not expressly agreed upon are withdrawn
- No provisions are retroactive unless expressly indicated
- The term of the agreement shall be from January 1, 2018 to December 31, 2020

- Wage Increases
  - Course Instructors
    - Effective date of ratification** to $15,800 inclusive of 4% vacation pay
    - 1 January 2019 2%
    - 1 January 2020 2%
  - Teaching Assistants (UG, SGSI, SGSII), Assistant Invigilators and Peer Assistants
    - Effective date of ratification** 1.8%
    - 1 January 2019 2%
    - 1 January 2020 2%
  - Invigilators, Services to Persons with a Disability
    - Effective date of ratification** to $41/hour
    - 1 January 2019 2%
    - 1 January 2020 2%
  - CPOs
    - Effective date of ratification** to $31/hour
    - 1 January 2019 2%
    - 1 January 2020 2%

**Provided that the University's offer is ratified by employees in the bargaining unit in accordance with the Labour Relations Act, 1995 before any legal strike date, the increases to the rates set out above and proposed to take effect on the date of ratification, will be retroactive to January 1, 2018.

- Letter of Intent: Calculation – amend letter as per University proposal, as attached, and express in monetary terms in the amount of $8,200 per academic year instead of 180 hours
  - This is approximately equivalent in hours to the following, based on wage rates (inclusive of vacation pay) adjusted as above:
    - 177 hours as of 1 September 2018
    - 174 hours as of 1 September 2019
    - 171 hours as of 1 September 2020
  - No employee in the bargaining unit shall be adversely impacted as a direct result of this change from 180 hours to $8,200

- Delete GSBF and LOI: GSBF
- Delete TAF and LOI: TAF
- Employee Financial Assistance Fund (EFAF) – amend and rename existing FAF to EFAF (see attached)
  - $3,200,000 per year (FAF + GSBF + TAF + $505,000) to be reflected in Article 25, payable by May 15 of each contract year
• One-time-only (OTO) transition payment of $700,000 to EFAF (transition from GSBF to EFAF) reflected in unpublished LOI, as attached, payment to be made on or before 15 May 2018
  o Any and all funds must be disbursed to employees in the bargaining unit on an objective basis, and may not be used for any other purposes whatsoever
  o 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.

• Benefits (see Article YY and Schedule A: CUPE 3902 Unit 1 Health Plan language attached)
  o Continue existing Plan A and Plan B as established during the 2014-2017 Collective Agreement.
  o University commitment of up to $3.2 Million/plan year.
  o 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 only be eligible for Plan B.
  o 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.
  o Effective September 1, 2018, reduce eligibility threshold to 30 hours worked per academic year
  o Plan A (Top-up + HCSA) improvements (Effective January 1, 2018 provided an agreement is ratified by the end of February 2018)
    - Increase Registered Psychologist/MSW/Psychotherapist to $2500/covered person/plan year
    - Increase overall drug maximum to $15,000/covered person/plan year
    - Increase prescription eyeglasses, contact lenses, and laser eye surgery maximum from $175 to $225/covered person/plan year
    - Increase family HCSA to $600
    - Increase overall health plan combined maximum to $15,000/covered person/plan year
    - Increase speech pathology maximum to $1,300/covered person/plan year
    - Increase basic dental coverage maximum to $1,350/covered person/plan year
  o Plan B (HCSA) improvements effective September 1, 2018
    - Add family HCSA of $600
Article 2: Recognition

Changes in Status

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

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

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

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
SEXUAL VIOLENCE AND 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."

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. Engaging in a course of physical conduct, occurring either on the Employer's premises or in the pursuance 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 is unwelcome, or creates for that employee or those employees an intimidating, hostile, or offensive working or learning environment, and/or

4. Engaging in a course of verbal conduct or other forms of communication occurring either on the Employer’s premises or in pursuit of a University activity or business,

— that is directed at one or more specific employees

— that 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 is unwelcome, or creates for that employee or those employees an intimidating, hostile or offensive working or learning environment, and

— that 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

4:04 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 An employee who believes that he/she has been sexually harassed may file a grievance under the normal grievance procedure. The time limit for making a Report under the University’s Policy on Sexual Violence and Sexual Harassment or filing such 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/complaint/grievance. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to file a complaint make a Report or file a grievance shall be no longer than extend to twelve (12) months after the occurrence of the matter that is the subject of the Report/grievance.

Notwithstanding Articles 14:07 and 14:09 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.

4:064:05 — Grievances alleging sexual harassment shall be initiated at Step 2. 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.
4:06 It is agreed that where an employee elects to submit a grievance alleging sexual harassment, he/she shall forfeit his/her right to file a “complaint” under the Employer’s sexual-harassment policy.

4:07 Where an employee who makes a Report of sexual violence or believes he/she has been the victim of sexual harassment, he/she may request, through the Union, to discontinue contact with the Respondent 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 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 that both the Complainant and or the Respondent are employees covered by this a Collective Agreement between the Governing Council of the University of Toronto and CUPE 3902, 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, counselling, etc. The report shall not preclude the possibility of a grievance being filed on behalf of the complainant or respondent. 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.

For the University

For the Union

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

UofT & CUPE Local 3902 – Unit 1
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  
Larry Steinberg  
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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 Civility Guidelines and the applicable statute(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. 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 numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 (valid at both Robarts Library and Bora Laskin Law Library) to the Staff Representative(s) of the Union.
(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.

[See Joint Letter of Intent – Duplicate Provisions, agree to amend in accordance with changes to Article 7:05]
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.

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.

The Employer agrees to issue, upon request from the Union in writing, to the Staff Representative(s) of the Union:
(a) A library card (valid at both Robarts Library and Bora Laskin Law Library) to the Staff Representative(s) of the Union.

(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.

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.

Letter of Intent: Off-cycle/late/changed pay information

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 [DATE] 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Union/Management Relationship

The Employer agrees to provide the Union, each September once per calendar year within thirty (30) calendar days of receipt of a written request by the Union and ninety (90) calendar days prior to the expiry of this Collective Agreement, 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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
The hiring Department shall provide to all employees an electronic copy of a one-page (letter-size, possibly double-sided) statement about the Union, prepared by the Union, provided that the statement is first forwarded to the Director-Labour Relations (or his/her designate) for information and for approval as to its factual accuracy. If the Director-Labour Relations (or designate) does not provide notification of errors or inaccuracies to the Union within two (2) weeks of receiving the statement, the information shall be presumed to be acceptable. The letter shall be provided preferably at or prior to the time the employee receives his/her written job offer of an appointment in this bargaining unit, but in any event, no later than the earlier of the start of duties or receipt of a Description of Duties and Allocation of Hours form.

(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).

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 Secretary 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 his/her the Vice President and Provost's stead.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 his or her responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to make himself or herself 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 his or her 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 four (4) 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 in each four (4) month term or semester (January-April, May-August, September-December) each month during the period of September to June, excluding the month of December. In addition, meetings shall be arranged at the request of either party through the Labour Relations Department. The parties will submit by submitting in writing the topics to be discussed. Such meetings shall take place at a mutually-agreeable time, ten (10) working days in advance of the receipt of the request for 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. A representative of each party shall be designated Co-Chairperson, and the two persons so designated shall alternate in presiding over meetings.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 at the September Labour/Management Committee meeting.

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

Discussion shall be held between the two parties concerning problems with respect to teaching assignments 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.

For the University

For the Union

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

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.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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) thirty-six (36) 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Copy to Human-Resources Labour Relations

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 his/her 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.

For the University

[Signature]

For the Union

[Signature]

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

- Larry Steinberg
- 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.

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

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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, as it becomes available, 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.

NOTE: Do not renew – Letter of Intent: Positions that Become Vacant Unexpectedly

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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Hiring Criteria – Teaching Assistants

(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 either 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 at the University.
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) Timing of the Subsequent Appointment(s):

(2.a) 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 his/her 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 his/her 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 his/her 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 his/her preferred subject area and preferred campus location. 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 he/she they were was employed in the previous year. The employing Department will give these preferences due consideration in assigning the appointment. 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, transmitted by hand or by registered mail.

(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 he or she withdraw from, transfer from, or otherwise cease his or her 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.
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 his/her the description signifies only that he/she they have has received and reviewed his/her 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Duties – Peer Assistants

16:09(e) 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 of 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 his/her 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 his/her the revised job description.

For the University

For the Union

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

(NOTE: deleted language moved to 16:08)

Where an employee(s) is employed for the first time in that course, the supervisor shall meet with such employee(s) within the first month of commencement of duties to discuss assigned duties and ways to avoid potential workload problems. Provision for attendance at such a meeting shall be included in the hours allotted on each employee's job description. The supervisor must meet within five (5) working days of receiving a request for such a meeting.

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 his/her choice of approach.

For the University

For the Union

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

16:12

(a) Where an employee has any reason to believe that he/she 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 supervisor's 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, with 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.

For the University

[Signature]

For the Union

[Signature]

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

17:01

(a) The first appointment of an employee shall include mandatory participation in a training program of a minimum of three (3) four (4) hours as established by the Department; employees required to supervise students 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-five (35) thirty (30) hours may, during the course of each such appointment or immediately prior to commencing such an appointment, identify up to three (3) 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 his/her skills, to provide the employee with constructive feedback on his/her 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, advance 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 his/her 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 at his/her sole discretion remove the unsatisfactory evaluation from the employment file at the Chair's sole discretion.

UofT & CUPE Local 3902 — Unit 1
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Student 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.

Student 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 student course evaluations as an element in the Department's method for assessing work performance.

For the University

For the Union

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 his/her 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.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 his/her 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 his/her 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 his/her the supervisor with as much advance notice as possible.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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), 46:08 (Job Descriptions), and 16:13 (No Layoffs) shall not apply to replacements arranged by the Employer resulting from employee absences because of union leave.

For the University

For the Union

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

20:04

(a) 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 she 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 her the employee's intention to do so or upon confirming her the previous arrangement for return.

The employee shall be reinstated to her the position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of her 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 two (2) four (4) months or less shall not result in an interruption of regular monthly instalments. Leaves longer than two (2) four (4) months shall be without pay for the period which exceeds the first two (2) 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 two-(2) one (1) week waiting period for Employment Insurance benefits, and, for the next fifteen (15) 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 she 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.
(b) In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may begin her the leave immediately, but shall notify her the employing Department as soon as possible, but no later than ten (10) working days subsequent to her 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

(a) 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. 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 he/she 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 his/her the position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of his/her 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 one (1) four (4) months or less during the term of an appointment shall not result in an interruption of regular monthly instalments. Leaves longer than one (1) four (4) months during the term of the appointment shall be without pay for the period which exceeds the first 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.

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 eight (8) 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 the actual salary which she/he was receiving on the last day worked prior to the commencement of the parental leave, provided that the employee applies for and receives Employment Insurance benefits.

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 he/she has a further appointment in the immediately consecutive term, the employee shall be eligible to continue his/her the leave, if there is any entitlement remaining, into that next appointment.

For the University

For the Union

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

UofT & CUPE Local 3902 – Unit 1
Bereavement Leave

20:08 In the event of a death in the immediate family, an employee who holds a position which involves contact hours shall be entitled, upon request in advance, if possible, to 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 (e.g., 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, because of a death in the immediate family.

NOTE - Delete Article 29:06

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Jury Duty Leave

20:10 Upon written request, supported by a copy of his/her 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 he/she the employee shall provide his/her the Supervisor with written confirmation of the date(s) and time(s) on which he/she the employee appeared and/or served, signed by an appropriate official of the Court.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Surgery, Hospitalization and Serious Illness

20:11 (c) An employee who provides a certificate from a licensed physician confirming that the employee is unable to attend work and/or perform his/her the employee’s duties due to a serious illness, required surgery and/or hospitalization, and/or course of treatment may be granted up to two (2) four (4) months of paid leave at his/her the employee’s regular rate of pay during the period of his/her the employee’s appointment. For clarity, this includes leaves pertaining to gender reassignment.

Gender Reassignment Surgery Leave

20:12—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 his/her appointment.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Domestic or Sexual Violence Leave

20:13

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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 twenty-four (24) hours' notice; and for half the amount of any scheduled contact hours cancelled with fewer than five (5) working days' notice. For the purpose of this clause, where the means of notice to the employee is to leave a message on his/her answering machine, the hours between 9:00 a.m. and 5:00 p.m. of the day on which the message is left shall not count as part of the twenty-four (24) hours. 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.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 fulfill marking/grading obligations for a period of three (3) working days immediately prior to a School of Graduate Studies (SGS) dissertation defence, or thesis defence, proposal defence, qualifying paper defence, or and one (1) 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, or thesis defence, proposal defence, qualifying paper defence or and one (1) 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 his/her 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 $1,000,000.00 for the continuation of an Employee Financial Assistance Fund (EFAF) to be administered by the Union. The EFAF Fund 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 purposes 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 Fund 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 Fund EFAF is kept maintained in a separate account.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
UNIT 1

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 [DATE] Collective Agreement, office space sufficient to these tasks as calculated using the University’s standard space assessment rubric will be provided rent free to the Canadian Union of Public Employees, Local 3902, in accordance with the following conditions:

(a)—— This privilege may be withdrawn if the local Union uses or allows the office space to be used for purposes other than set out in this Article of the Collective Agreement.

(b)—— The Union will occupy the space in a manner consistent with the rules and regulations in the lease between the Landlord and the University of Toronto.

(c)—— The space allocation is subject to change if it is required by the Employer. In this event, alternate accommodation will be found. Unless a situation arises which is beyond the control of the Employer, the Employer will give no fewer than three (3) calendar months’ notice that the Union will be required to change offices.

(d)—— The Employer will provide cleaning service and campus mail service at no cost to the Union.

(e)—— The Employer will make available University-recycling services to the Union.

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.

For the University

For the Union

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

UofT & CUPE Local 3902.
Office Facilities

27:03 Departments shall ensure that insofar as possible (consistent with the physical facilities available to the Department 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 his/her the employee's mailbox for a period of four (4) months after the end of his/her the employee's last appointment, provided the employee remains a registered student or postdoctoral fellow at the University of Toronto.
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 "Fall term" (September to December), and the "Spring 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.

For the University

For the Union

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

29:06 The term "immediate family," as used in this Collective Agreement, shall mean spouse, parent, brother, sister, child of a spouse, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchild, or grandparent. "Spouse" shall include partners in same-sex relationships.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Article 30: Term of Agreement

This Agreement shall continue in full force and effect until December 31, 2047 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Accommodation/Return to Work

XX: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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Accommodation/Return to Work

XX: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.

XX: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).

XX: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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
NEW ARTICLE XX: 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 AccessAbility Resource Centre (UTM).

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 41:05, Departmental Workload Review Committee; Article 17, Training; Article 18, Course Instructors; Article 24, Conflicts with Central Administrative Deadlines; and Article 27:04, Mailboxes.

XX:01 Job Postings

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.

XX:02 Hiring Criteria

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.
XX:03 Notice of Appointment

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

XX:04 Job Descriptions

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

XX:05 Hours of Work

Hours of work will be scheduled to meet the Department’s operational need.

XX:06 Employment Training

(a) The first appointment of an employee shall include mandatory participation in a training program, of a minimum of three (3) 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.

Delete from 16:09 c)

Duties - Invigilator, Services to Persons with a Disability

c) Duties of the Invigilators, Services to Persons with a Disability, shall include responsibility 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 AccessAbility Resource Centre (UTM).

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
University of Toronto
6 December 2017

Letter of Intent: Training

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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Letter of Intent: employment equity and accessibility statements and the statement on bargaining unit eligibility

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.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Letter of Intent: Bulletin Boards

Within 90 days of ratification of the [DATE] 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.

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

For the University

For the Union

UofT & CUPE Local 3902 – Unit 1
Letter of Understanding: Employment Equity

July 6, 2015

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

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Letter of Intent: Invigilators, Services to Persons with a Disability - Shift Scheduling

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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Letter of Intent: Course Evaluations

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.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Letter of Understanding: Online Courses

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

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Letter of Intent: Information to Employees

The University shall ensure that every individual who will be a bargaining unit employee in the funded cohort receives a letter from their graduate unit between August 15 and September 30 of each academic year, or within 30 calendar days from commencement of studies in an academic program. 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Letter of Intent: SGS Leaves of Absence

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.

For the University

[Signature]

For the Union

[Signature]
Letter of Understanding: Hiring Criteria

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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
University of Toronto
8 February 2018

Letter of Intent: Workload

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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
JOINT LETTER OF INTENT: Duplicate Provisions

July 6, 2015

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).

7:05 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 (valid at both Robarts Library and Bora Laskin Law Library) to the Staff Representative(s) of the Union.

(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.

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 [DATE] Collective Agreement. Office space sufficient to these tasks as calculated using the University’s standard space assessment rubric will be provided rent free to the Canadian Union of Public Employees, Local 3902, in accordance with the following conditions:

(a) This privilege may be withdrawn if the local Union uses or allows the office space to be used for purposes other than set out in this Article of the Collective Agreement.

(b) The Union will occupy the space in a manner consistent with the rules and regulations in the lease between the Landlord and the University of Toronto.

(c) The space allocation is subject to change if it is required by the Employer. In this event, alternate accommodation will be found. Unless a situation arises which is beyond the control of the Employer, the Employer will give no fewer than
three (3) calendar months' notice that the Union will be required to change offices.

(d) The Employer will provide cleaning service and campus mail service at no cost to the Union.

(e) The Employer will make available University recycling services to the Union.

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.

Ryan Culpepper, Chair
Angela Hildyard, Vice-President,
Canadian Union of Public Employees, Local 3902
Human Resources & Equity

University of Toronto

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Letter of Understanding: Domestic Violence

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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Letter of Intent: Working Group – Workload

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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
Letter of Intent: Supervisory Conflict

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.

For the University

For the Union

Arti le numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
ARTICLE YY: Health Plan

YY: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.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
The University and the Union agree to RENEW, AMEND or NOT RENEW as specified below the following Letters of Intent for the term of the renewal Collective Agreement:

| LETTER OF UNDERSTANDING: EMPLOYMENT EQUITY | AMEND |
| JOINT LETTER OF UNDERSTANDING: CUPE 3902 UNIT 1 HEALTH PLAN | NOT RENEW |
| JOINT LETTER OF INTENT: SENIOR DOCTORAL TEACHING ASSOCIATES | NOT RENEW |
| JOINT LETTER OF INTENT: SEXUAL HARASSMENT | NOT RENEW |
| JOINT LETTER OF INTENT: UNION DUES/MEMBERSHIP | RENEW |
| JOINT LETTER OF INTENT: ARBITRATION | RENEW |
| JOINT LETTER OF INTENT: DUPLICATE PROVISIONS | AMEND |
| LETTER OF INTENT: CALCULATION | AMEND |
| LETTER OF INTENT: EMPLOYMENT INSURANCE HOURS FOR COURSE INSTRUCTORS | RENEW |
| LETTER OF INTENT: TREATMENT OF PAID WORK | RENEW |
| LETTER OF INTENT: IMPROVING THE QUALITY OF UNDERGRADUATE EXPERIENCE IN TUTORIALS | RENEW |
| LETTER OF INTENT: ASSIGNMENT OF SUBSEQUENT APPOINTMENTS | RENEW |
| LETTER OF INTENT: LABOUR MANAGEMENT COMMITTEE | NOT RENEW |
| LETTER OF INTENT: LATE APPLICATIONS | NOT RENEW |
| LETTER OF INTENT: POSITIONS THAT BECOME VACANT UNEXPECTEDLY | NOT RENEW |
| LETTER OF INTENT: GRIEVANCE TIMELINES | RENEW |
| LETTER OF INTENT: TUITION ASSISTANCE FUND | NOT RENEW |
| LETTER OF INTENT: GRADUATE STUDENT BURSARY FUND | NOT RENEW |

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

UofT & CUPE Local 3902 - Unit 1
Without Prejudice

Unpublished letter
LETTER OF INTENT: Calculation
July 6, 2015

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—the achievement of a level of funding to a specific set of graduate students referred to as the “guaranteed 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 may be utilized as a part of a package” to reach the guaranteed funding level referred to above 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.
The University of Toronto agrees that effective September 2014, for the purposes of calculating the funding level of any graduate student with a "funding commitment" from the University of Toronto, the maximum amount of bargaining unit work that may be included in the calculation is 205 hours, even if the graduate student is employed and receives remuneration for more than 205 hours of bargaining unit work. Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of the provision not to require more than 205 hours of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the collective agreement.

The University of Toronto agrees that effective September 2015, for the purposes of calculating the funding level of any graduate student with a "funding commitment" from the University of Toronto, the maximum amount of bargaining unit work that may be included in the calculation is 200 hours, even if the graduate student is employed and receives remuneration for more than 200 hours of bargaining unit work. Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of the provision not to require more than 200 hours of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the collective agreement.

The University of Toronto agrees that effective September 2016, for the purposes of calculating the funding level of any graduate student with a "funding commitment" from the University of Toronto, the maximum amount of bargaining unit work that may be included in the calculation is 190 hours, even if the graduate student is employed and receives remuneration for more than 190 hours of bargaining unit work. Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of the provision not to require more than 190 hours of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the collective agreement.

The University of Toronto agrees that effective September 2017, for the purposes of calculating the funding level of any graduate student with a "funding commitment" from the University of Toronto, the maximum amount of bargaining unit work that may be included in the calculation is 180 hours, even if the graduate student is employed and receives remuneration for more than 180 hours of bargaining unit work. Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of the provision not to require more than 180 hours of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the collective agreement.

The University of Toronto agrees to treat Course Instructors who are in the "funded-cohort" to be treated as if they were paid on an hourly basis at SGSII for the purposes of determining the maximum amount of bargaining unit work that may be included in the calculation.

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

For the University

For the Union

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