



UNIVERSITY OF  
**TORONTO**

**COLLECTIVE AGREEMENT**

-BETWEEN-

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

-AND-

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3902 (UNIT 5)



Term of Agreement: January 1, 2017 - December 31, 2019

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**COLLECTIVE AGREEMENT ENTERED INTO** in the City of Toronto in the Province of Ontario as of May 31, 2017.

BETWEEN

**The Governing Council of the University of Toronto**

(hereinafter referred to as “the University”)

AND

**Canadian Union of Public Employees, Local 3902, Unit 5**

(hereinafter referred to as “the Union”)

**ARTICLE 1: GENERAL PURPOSE**

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

**ARTICLE 2: RECOGNITION & COVERAGE**

2:01 The University recognizes the Canadian Union of Public Employees, Local 3902, Unit 5, as the sole and exclusive bargaining agent for all persons employed as Postdoctoral Fellows by the University of Toronto in the City of Toronto and the City of Mississauga and registered as Postdoctoral Fellows with the School of Graduate Studies, save and except:

- (1) persons who exercise managerial functions or who are employed in a confidential capacity in matters related to labour relations;
- (2) persons for whom any other trade union held bargaining rights under the *Labour Relations Act* as of July 18, 2013;
- (3) Postdoctoral Fellows who apply for and are awarded funding from any source other than the University of Toronto including, without limiting the generality of the foregoing, NSERC, SSHRC, CIHR, or foundations such as the Mellon Foundation.

Note 1: Postdoctoral Fellows who receive their stipends through a hospital are not included in the Bargaining Unit;

Note 2: Postdoctoral Fellows are included in the Bargaining Unit notwithstanding the exclusion in (3) above where:

- (a) at the time they first commence employment with the University of Toronto as a Postdoctoral Fellow, they are receiving funding solely from the University of Toronto so as to be in the Bargaining Unit;
- (b) they subsequently apply for and are awarded additional funding from any source other than the University of Toronto; and
- (c) the additional funding in (b) above is less than the funding that the Postdoctoral Fellow is continuing to receive from the University of Toronto.

### **ARTICLE 3: MANAGEMENT RIGHTS**

3:01 The University retains the right to manage the University in all respects except to the extent specifically modified by the terms of this Collective Agreement. Without limiting the generality of the foregoing statement, the University has the right to: manage all aspects of the academic and business enterprise of the University; to hire, classify, transfer, promote, demote, layoff, discipline, suspend, or discharge employees; to enforce reasonable rules and regulations, consistent with this Collective Agreement, which govern the conduct of employees. The University agrees to exercise these rights in a manner which is fair, reasonable, equitable, and consistent with the provisions of this Agreement.

### **ARTICLE 4: NO DISCRIMINATION**

4:01 The University and the Union agree that there shall be no discrimination, interference, restriction, coercion, or harassment exercised or practiced in any matter concerning the application of the provisions of this Agreement by reason of: race, ancestry, national origin, language of origin, place of origin, colour, ethnic origin, citizenship, creed, religious or political affiliation or belief, sex, gender, sexual orientation, gender identity and gender expression, age, record of offences, marital status, family status, number of dependents, disability (including AIDS/HIV status), physical attributes, or academic school of thought, nor by reason of the employee's non-membership, membership, or activity in the Union.

### **Workplace Harassment**

4:02 The University will provide an environment where members of the Bargaining Unit are not subjected to workplace harassment. Bargaining unit employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the Occupational Health and Safety Act and the University's Workplace Harassment Program (including the University's Human Resources Guideline on Civil Conduct, and the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time, although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. For clarity, the current Occupational Health and Safety Act defines "workplace harassment" as: "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome."

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

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if after sixty (60) working days have elapsed from the date the written complaint was finalized, signed by the employee, and submitted to the University, specifying the conduct alleged to constitute workplace harassment, the University has not provided the employee with a response to the complaint. Such grievance will be filed at Step 3 of the grievance procedure.

During any internal steps taken to resolve the situation, employees shall have the right to be accompanied by a Union representative.

### **Sexual Violence and Sexual Harassment**

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

4:04 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.”

Employees making a report under the University’s Policy on Sexual Violence and Sexual Harassment shall have the right to be accompanied by a Union representative at any stage of the process.

- 4:05 The time limit for making a report under the University’s Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual harassment under this Collective Agreement shall be no longer than six (6) months after the occurrence of the matter that is the subject of the report/grievance. Where the respondent is the immediate supervisor of the complainant, the time limit to make a report shall be no longer than twelve (12) months after the occurrence of the matter that is the subject of the report/grievance.

Notwithstanding Articles 9.06 and 9.07 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 10 of this Collective Agreement.

- 4:06 No information relating to the grievor’s personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 4:07 An employee who makes a report of sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
- 4:08 Witnesses who give information and/or evidence in a complaint of sexual violence or 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 both the Complainant and the Respondent are members of CUPE 3902 bargaining units, both the Complainant and the Respondent shall be entitled to raise an objection to the University’s choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University’s decision not to replace the investigator. All

objections and related correspondence and decisions will be retained for the record.

- 4:10 In the event that a grievance alleging sexual harassment is referred to arbitration in accordance with Article 10, the Chairperson shall be selected from among the following persons:

Jasbir Parmar  
 Louisa Davie  
 William Kaplan  
 Laura Trachuk

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

#### **ARTICLE 5: NO STRIKES AND NO LOCKOUTS**

- 5:01 The Employer undertakes that there will be no lockout as defined in the Labour Relations Act during the term of this Agreement. The Union undertakes that there will be no strike as defined in the Labour Relations Act during the term of this Agreement.

#### **ARTICLE 6: CORRESPONDENCE**

- 6:01 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director of Labour Relations or designate, 215 Huron Street, 8th Floor, Toronto, and the Vice Chair of Unit 5, the Chair of the Union or the Chair's designate. For purposes of administering this Collective Agreement, wherever Vice-President, Human Resources & Equity is referred to, it is understood that a designated representative may be recognized and dealt with in the Vice-President's stead.

#### **ARTICLE 7: LABOUR/MANAGEMENT RELATIONS**

- 7:01 No employee or group of employees shall undertake to represent the Union at meetings with the University without the proper authorization of the Union. The University shall not meet with any employee or group of employees undertaking to represent the Union without the proper authorization of the Union. In representing an employee or group of employees, a representative of the Union shall be the spokesperson. In order that this may be carried out, the Union shall supply the University with the names of its Officers and representatives. Likewise the University shall supply the Union with a list of its Chairs and/or designates where the Chair is not the designate. Neither the Union nor the University shall be required to recognize such representatives until written notification has been received.



## **Discussion**

- 7:02 The Parties are agreed that discussion and communication on matters of mutual concern between employees or the Union and Departments of employment shall be encouraged, recognizing that the format of these discussions will vary from Department to Department.

## **Labour/Management Committee**

- 7:03 The Union and the University acknowledge the mutual benefit of joint consultation and agree, therefore, that there shall be a joint labour/management committee consisting of three (3) representatives from and selected by each Party. Meetings shall be arranged at the request of either Party through the Labour Relations Department, by submitting in writing the topics to be discussed. Such meetings shall take place, at a mutually agreeable time, within fifteen (15) working days 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 University 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.

## **ARTICLE 8: DISCIPLINE AND DISCHARGE**

- 8.01 The University shall not discipline or discharge without just cause, and shall have due regard for the principles of progressive discipline.

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

Step I: Oral warning

Step II: Written warning or letter of reprimand

Step III: Unpaid suspension

Step IV: Discharge

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.

- 8.02 An employee who is disciplined or discharged shall receive a copy of any written disciplinary notice, and the reasons therefor. The Union will also be sent an electronic copy of the notice within one (1) working day (24 hours) of the notice being sent to the employee.

- 8.03 When the Chair or designate requires an employee to attend an interview as part of an investigation which is likely to lead to discipline or discharge or for a meeting concerning discipline or discharge, the Chair or designate will inform the employee, in writing, of the employee's right to have a Union representative attend such a meeting. If the employee requests representation by a Union representative, the Chair or designate will arrange for such representation without undue delay, and without further discussion of the matter with the employee concerned.
- 8.04 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, among other things, investigate, identify, and comment on unacceptable or unsatisfactory acts or omissions and set a reasonable time in which to correct the problem.
- 8.05 The Chair or designate shall be the sole Departmental authority responsible for issuing discipline and/or discharge. The Chair or designate shall 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.
- 8.06 All disciplinary meetings, interviews, and investigations shall be treated as confidential. If there is no resulting discipline or discharge, then all record of the matter shall be removed from the personnel file of the employee.
- 8.07 The Employer will remove warnings and reprimands in an employee's personnel file after twenty four (24) months have elapsed since the date of issue, unless the employee has a subsequent warning for an offence during that period.
- 8.08 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.
- 8.09 For clarity, in Single Department Faculties, all references to Chair in this article shall be understood to refer to the Dean of the Faculty.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

### **Definition**

9:01

- (a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- (b) The following shall not be subject to the Grievance Procedure:
- (i) the fact of the University's failure to extend a contract beyond its defined end-date; or

- (ii) any difference arising out of any hiring decision and/or failure to hire for any position;

Save and except circumstances in which the Union alleges a breach of Articles 4:01, No Discrimination, and/or 21:03, Appointments.

### **Statement of Grievance**

9:02 The statement of grievance submitted by the Union or University, and signed by the grievor(s), must contain the following: date of filing, nature and type of grievance (e.g., group, individual, policy), the article(s) of the Collective Agreement alleged to have been violated, a statement of the particular facts relevant to the grievance, including dates, and the remedy sought. The grievance must be set out in a manner which is clearly identified as a grievance.

### **Copy to Labour Relations**

9:03 The Union shall ensure that an electronic copy of every grievance filed under this article and referral at each step is sent to Labour Relations at the time the grievance is filed or referred.

### **Time Limits – Grievance Procedure**

9:04 Time limits as specified in Article 9 (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 University 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)**

9:05 If an employee has an employment-related complaint, the employee may, as soon as possible after the occurrence of the matter which is the subject of the complaint, request a meeting with the employee's immediate supervisor in order to give the immediate supervisor an opportunity to adjust the complaint. The employee may have a Union Representative present at such a meeting. If an employee elects to bring a Union Representative to such a meeting the employee shall notify the supervisor at least one day in advance. 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**

9:06 Step 1: If an employee has a grievance, the employee shall within twenty (20) working days after the occurrence of the matter present a written grievance to the Dean or designate of the Faculty. 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 fifteen (15) 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 fifteen (15) 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 10 of the Collective Agreement, within fifteen (15) working days thereafter.

### **Individual Grievances – Multi-Department Faculties**

9:07 Step 1: If an employee has a grievance, the employee shall within twenty (20) working days after the occurrence of the matter present a written grievance to the Chair or designate of the Department. 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 fifteen (15) 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 fifteen (15) 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 2 to twenty (20) working days after the receipt of the grievance at Step 2.

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 fifteen (15) 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 10 of the Collective Agreement, within fifteen (15) working days thereafter.

### **Group Grievance**

9:08 A group grievance, which is defined as an alleged violation of this Agreement concerning two (2) or more employees employed in the same Department, follows the same procedure as the individual grievance procedure.

### **Policy Grievance**

9:09 A policy grievance of the University, or a policy grievance of the Union which is distinguished from an individual employee's grievance or a group grievance, and which is defined as a difference arising between the University and the Union as to the interpretation or alleged violation of a specified provision or provisions of this Agreement affecting the University or the Union as such, shall be produced in writing, signed by the Chair or designate of the Union, or the Vice-President, Human Resources & Equity or designate, as the case may be, and submitted to:

- (a) for cases involving one (1) or more Department(s), all within a multi-Department Faculty to the Dean or designate of the employee's Faculty;
- (b) in all other cases, to the Vice-President, Human Resources & Equity or designate or the Chair of the Union or designate, as the case may be, within forty-five (45) working days after the occurrence of the matter which is the subject of the grievance.

It is expressly understood that the provisions of this article may not be used by the Union to institute or duplicate any individual or group grievance directly affecting an employee or employees (which such employee(s) could personally initiate, thereby passing or paralleling the regular grievance procedure, whether or not such individual or group grievance has been filed). The initiating party in its written grievance must state the nature and basis of the grievance clearly and fully. The responding party shall provide a written response within fifteen (15) working days after receipt of the grievance. If the grievance is not resolved, the initiating party may notify the other party in writing within a period of fifteen (15) working days that it intends to proceed to arbitration pursuant to Article 10 of this Collective Agreement.

### **Suspension or Discharge Grievance – Single Department Faculties**

9:10 In the case of an employee who has been suspended or discharged, the employee may submit a grievance, in writing, signed by the employee, at Step 2 of the Grievance Procedure within five (5) working days after the employee's suspension or discharge. The Vice-President Human Resources and Equity or designate in Step 2 shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the University in writing within a further period of fifteen (15) working days that it intends to proceed to arbitration pursuant to Article 10 of this Collective Agreement.

## **Suspension or Discharge Grievance – Multi-Department Faculties**

9:11 In the case of an employee who has been suspended or discharged, the employee may submit a grievance, in writing, signed by the employee, at Step 2 of the Grievance Procedure within five (5) working days after the employee's suspension or discharge. The Dean or designate shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the University in writing within a further period of five (5) working days that it intends to proceed to Step 3 of the Grievance Procedure. The Vice-President, Human Resources & Equity or designate shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance at Step 3. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the University, in writing, within a further period of fifteen (15) working days that it intends to proceed to arbitration pursuant to Article 10 of this Collective Agreement.

### **ARTICLE 10: ARBITRATION**

10:01 If a grievance is not settled at Step 3 (Step 2 for Single Department Faculties), either party may notify the other within a further period of fifteen (15) working days after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a statement of the issue in dispute, and a statement of the type of remedy sought by the party from an arbitrator.

10:02 The provisions of this article shall be based on the use of a single arbitrator, unless the provisions of Article 10:06 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:

William Kaplan  
 Russell Goodfellow  
 Gail Misra  
 Marilyn Nairn  
 Eli Gedalof  
 Laura Trachuk

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.

- 10:03 An arbitrator shall not have the authority to make any decision which is inconsistent with the terms of the Agreement nor to add to or amend any of the terms of the Agreement. The jurisdiction of the arbitrator shall be confined to the issue in dispute. The decision of the arbitrator shall be final and binding upon the Parties.
- 10:04 In the event that an arbitrator deals with a matter relating to discharge, suspension or disciplinary action, then the arbitrator has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award the arbitrator may deem just and reasonable which would be consistent with the terms of the Agreement.
- 10:05 The Parties shall jointly and equally bear the fees and expenses of the arbitrator.
- 10:06 Either party may request the establishment of a board of arbitration in respect of any grievance submitted for arbitration. In such a case, the Parties shall each appoint a nominee to the board of arbitration and the chairperson of the board of arbitration will be one of the arbitrators set out in Article 10:02 above or such other chairperson as the two nominees appointed by the Parties otherwise agree. Each party shall bear the fees and expenses of its own nominee to an arbitration board, and the Parties shall jointly and equally bear the fees and expenses of the Chairperson. The provisions of Articles 10:01, 10:03, 10:04, 10:07, and 10:08 apply to a board of arbitration. The decision shall be unanimous or one reached by the majority of the members of the board; provided, however, that if there is no majority decision of the board then the decision of the Chairperson shall constitute the final and binding decision of the board.
- 10:07 Saturdays, Sundays, and University holidays will not be counted in determining the time within which action is to be taken or completed under the Grievance Procedure.
- 10:08 Time limits set forth in this article may be extended by mutual agreement in writing between the Parties hereto.

## **ARTICLE 11: LEAVES**

### **Pregnancy Leave**

- 11:01 An employee who has been employed for at least thirteen (13) weeks and who is pregnant 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. Where the University requests the submission of a certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynecologist, midwife) confirming that the employee is pregnant and the probable date of delivery, such certificate shall be at the University'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 be extended beyond the ending date of the employee's appointment.

An employee may return to work within the original period of appointment upon giving two (2) weeks' notice in writing of intention to do so or upon confirming previous arrangement for return. The employee shall be reinstated to the position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of the appointment.

11:02 In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may begin the leave immediately, but shall notify the employing Department as soon as possible, but no later than ten (10) working days subsequent to the first day of leave; on request and at the University's expense, the employee shall provide a certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynecologist, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the employee was expected to give birth.

11:03 Effective July 1, 2017, the University will pay the lesser of eight hundred (800) dollars or ninety-five (95) percent of salary during the one (1) week waiting period for Employment Insurance benefits, provided that the employee applies for, and receives, Employment Insurance.

For the next fifteen (15) weeks, or until the end of the appointment (whichever comes first), the University will pay the lesser of four hundred (400) dollars or the difference between Employment Insurance benefits and ninety-five (95) percent of the actual salary which the employee was receiving on the last day worked prior to the commencement of the maternity leave, provided that the employee applies for, and receives, Employment Insurance.

### **Parental Leave**

11:04 An employee who has been employed for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay for 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 the employee for the first time.

An employee who has not taken pregnancy leave is entitled to a leave of absence without pay of up to thirty-seven (37) weeks.

Application for such leave shall be submitted in writing to 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 the employee 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 the employee for the first time.

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



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

Effective July 1, 2017, the University will pay the lesser of eight hundred (800) dollars or ninety-five (95) percent of salary during the one (1) week waiting period for Employment Insurance benefits, provided that the employee applies for, and receives, Employment Insurance.

For the next eight (8) weeks, or until the end of the appointment (whichever comes first), the University will pay the lesser of four hundred (400) or the difference between Employment Insurance benefits and ninety-five (95) percent of the actual salary which the employee 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.

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 to take leave within two (2) weeks of stopping work.

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

11:05 Upon the birth or adoption of a child, a non-birth parent shall be entitled to up to one (1) week without loss of pay within six (6) weeks of the birth of the employee's child, or the coming of the child into the care, custody and control of a parent for the first time. Such requests shall be made as far in advance as possible. For clarity, this provision is available to any non-birth parent.

### **Absence from Work for Union Business – Collective Bargaining Meeting**

11:06

- (a) The University agrees to recognize a bargaining committee composed of no more than five (5) employees in the Bargaining Unit in addition to any other Union or Local executive committee members or Union or Local staff. The Union shall advise the University in writing of all members of the Union bargaining committee.
- (b) It is agreed that attendance at a scheduled collective bargaining meeting with the University is considered work time and each member of the Union bargaining committee from the Bargaining Unit shall be entitled to attend the meeting without loss of pay. Each affected member shall provide the supervisor(s) with as much advance notice as possible.
- (c) Without limiting the desirability of providing as much advance notice as possible, employees entitled to leave under this Article shall endeavour to provide a minimum of two (2) working days' notice of the employee's anticipated absence to the employee's supervisor(s)

**Absence from Work for Union Business – Grievances**

11:07

- (a) Where attendance at a grievance meeting or an arbitration hearing unavoidably conflicts with any scheduled work time arising from current employment in this Bargaining Unit, those Union Stewards, Officers, grievors and witnesses whose presence is required shall be entitled to attend without loss of pay. Each affected member shall provide the supervisor(s) with as much advance notice as possible.
- (b) Without limiting the desirability of providing as much advance notice as possible, employees entitled to leave under this Article shall endeavour to provide a minimum of two (2) working days' notice of the employee's anticipated absence to the employee's supervisor(s).

**Sick Leave**

11:08

- (a) Employees who are unable to attend work due to illness or injury, shall be granted up to five (5) sick days per contract year, or a pro-rated portion equivalent thereof for any portion of an employee's appointment that is less than twelve (12) months and for employees holding partial or part-time appointments.
- (b) To qualify for sick leave without loss of pay, the employee must promptly, and in advance if possible, notify the supervisor of the employee's absence and expected date of return to work.
- (c) Employees may be required to provide a physician's certificate, at the University's expense, upon return to work. All certifications by medical practitioners respecting sickness or injury shall be treated as confidential.
- (d) Sick leave credits shall not accumulate from one period of employment to another.
- (e) Where an employee is unable to perform duties because of illness or injury for a period beyond the period of paid sick leave, the employee may request sick leave without pay for the period of illness or injury, or the end of the contract, whichever comes first.

**Serious Illness, Surgery and Hospitalization**

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

**Gender Reassignment Surgery Leave**

11:09 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 employee's regular rate of pay during the period of the employee's appointment.

**Bereavement Leave**

11:10 The University will grant up to three (3) days of paid leave in the event of the death of an employee's spouse or same-sex partner, children (including step-children), grandchildren, parents, parents-in-law, sibling (including step-brother, step-sister), brother-in-law, sister-in-law, and grandparents, 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). If extensive travel is required, the employee shall be permitted no fewer than five (5) consecutive days of leave per contract year without loss of pay.

**Compassionate Leave**

11:11 Upon request, an employee shall be granted leave without loss of pay for up to one (1) week to attend to an ill relative, spouse, child or close associate, at the employee's request once per contract year. Unpaid compassionate leaves under this article may be granted during the same contract year.

**Jury Duty Leave**

11:12 Upon written request, supported by a copy of the summons, an employee shall be granted leave without loss of pay of no longer than one (1) week or until the end of the appointment (whichever comes first), to appear for, sit for, or serve jury duty, or Crown witness service, provided that upon return to work the employee shall provide the supervisor with written confirmation of the date(s) and time(s) on which the employee appeared and/or served, signed by an appropriate official of the Court. An employee who requires additional leave to serve jury duty or Crown witness service supported by a summons shall be granted leave without pay for the additional period required or until the end of the appointment (whichever comes first).

**Union Conventions**

11:13 Subject to the approval of the supervisor(s) concerned, and upon written request submitted at least ten (10) working days in advance, leave of absence without pay shall be granted to not more than two (2) employees at any one time, who may be elected or selected by the Union to attend any authorized labour convention. Such leave of absence is to be confined to the actual duration of the convention and the necessary travelling time. Such leave shall not exceed five (5) working days per year for each employee to whom such leave is granted.

**ARTICLE 12: HOLIDAYS**

12:01 The University will observe the following holidays:

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

and any holiday declared by the President of the University of Toronto. An employee shall be entitled to observe holidays of the employee's religion other than those specified above; however, except in situations where it is not possible to do so, the employee shall notify the employee's supervisor in writing of the employee's intention at least two (2) weeks prior to the said holiday.

12:02 Any employee required to work on any of the above-named holidays shall be provided time off in lieu at the rate of one and one half (1 ½) hours for each hour worked.

12:03 Any employee required to work on any holiday declared by the President of the University of Toronto shall be provided time off in lieu at the rate of one (1) hour for each hour worked.

**ARTICLE 13: VACATION**

13:01 Full-Time employees shall be granted vacation with pay of three (3) weeks per contract year. For clarity, employees covered under Article 20:08 and 20:09 are considered Full-Time for the purposes of this article.

13:02 Employees shall be entitled to request vacation in increments of no less than one half (1/2) day.

13:03 While on vacation an employee will receive regular straight time pay.

13:04 Vacation credits are to be used on a year to year basis by employees to take vacation and shall not be accumulated from year to year.

13:05 If a Holiday under Article 12, or a Presidential Day, falls during an employee's vacation period, the employee will not be required to use any vacation credit to cover the holiday.

13:06 Any vacation time not used at the time the employee ceases employment in the bargaining unit shall be paid out to the employee.

**ARTICLE 14: WAGES**

14:01 Effective May 31, 2017 the minimum annual full-time salary inclusive of vacation pay shall be: \$33,000.

Effective January 1, 2018 the minimum annual full-time salary inclusive of vacation pay shall be: \$34,000.

Effective January 1, 2019 the minimum annual full-time salary inclusive of vacation pay shall be: \$35,000.

See Schedule B for Salaries above the minimum.

14:02 Salaries will be paid in equal monthly installments over the period of the contract's duration. Part-time appointments or appointments of less than a year shall be paid a salary prorated to the amounts in Article 14:01.

14:03 The Parties agree that compensation varying from the minimum salary provisions in 14:01 may be offered and accepted without creating a violation of the provisions of this Collective Agreement, provided that such alternative compensation shall not be less than the applicable salary.

14:04 In the event of the death of an employee covered by this Agreement, the Employer agrees to pay the employee's estate the full salary and vacation pay accrued to the end of the month in which the employee died.

**ARTICLE 15: HEALTH AND SAFETY**

15:01 The Union and the University recognize the right of employees to work in a secure, healthy, and accessible environment. No employee shall be required to act, nor shall any employee act in the course of the employment, in a manner which constitutes a health or safety hazard.

15:02 The University recognizes a responsibility to provide sufficient facilities, supplies, and services to protect the health and safety of employees as they carry out their duties. The Parties agree that the University shall provide, and employees shall make use of, protective equipment and training wherever the same are required for the safe and effective performance of an employee's duties.

15:03 The Union shall have the right to elect or appoint employees to safety committees in areas where they perform duties. Employees appointed or elected to such committees will suffer no loss of pay for fulfilling duties as set out in the Occupational Health and Safety Act, 2011 section 9 (34).

During the term of this Collective Agreement, the Union may appoint four (4) members within the Bargaining Unit to become a certified worker representative. Such appointed member must be serving on a Joint Health and Safety Committee. In the event that such an appointed member ceases to be a member of the Bargaining Unit, the Union shall be entitled to appoint another employee to become a certified worker representative in the place of such former bargaining

unit member. The cost of the certification training programme (Part I, Part II and refresher as required to maintain certification) for the appointed employee shall be borne by the University and the time spent in such certification training shall be treated as work time. The University will first look to provide in-house training through Environmental Health and Safety. If in-house training is not available, the University and the Union will look to a mutually agreed upon provider.

15:04 The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work in accordance with the Occupational Health & Safety Statute Law Amendment Act 2011, c. 11, ss, 1-18, enacted June 1, 2011 where there is an immediate danger to their health and safety or health and safety of others.

#### **ARTICLE 16: UNION SECURITY**

16:01 Membership in the Union shall be on a voluntary basis; however, as a condition of employment, each employee shall have deducted by the University 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 University in writing by the Secretary-Treasurer of the Union. Notice of any change in dues must be provided in writing to the University 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 University shall not be required to implement any change in dues affecting only a portion of the monthly pay.

The University 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 personnel numbers; salaries; addresses; telephone number(s); and e-mail addresses as may exist in the University's HRIS system. On an academic term (i.e., three times a year) basis, the University shall provide an electronic listing of first name, last name, department of employment, and start and end date of current contract of all employees in the Bargaining Unit. In addition, the University agrees to provide a count of the number of international postdoctoral fellows in the Bargaining Unit on an academic term (i.e., three times a year) basis. The provision of any information by the University shall be in the form and/or format determined by the University, which may be varied by the University at the University's sole discretion. The University agrees to provide the Union with two (2) months advance notice of its intention to alter the form and/or format.

16:02 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 email: [info@cupe3902.org](mailto:info@cupe3902.org).

16:03 The Union will indemnify and save the University 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.

16:04 The University agrees to inform all new employees that a collective agreement is in effect in each employee's letter of offer of employment.

In the interest of environmental conservation, the collective agreement will be posted on the University's Human Resources & Equity website in a searchable format and the link to said website will be provided to all employees in the Bargaining Unit in each employee's letter of offer of employment.

The University will provide the Union with a searchable electronic copy and fifty (50) printed copies of the Collective Agreement.

16:05 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 prepared by 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 prepared by 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 the appointment.

c) The placeholder "[WEB ADDRESS]" referred to in paragraphs a) and b) shall contain the web address for the CUPE Local 3902, Unit 5 home page that is a central hub for navigating information concerning CUPE Local 3902, Unit 5 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 5 home page that is a central hub for navigating information concerning CUPE Local 3902, Unit 5. For clarity, neither the placeholder "[WEB ADDRESS]" nor the embedded link shall link the user directly to any particular document(s).

16:06 The University 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).
- 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. Access to the Bora Laskin Law Library shall include access to all online legal resources available for University of Toronto library card holders who are not students or faculty in the Faculty of Law.

16:07 One employee per year who is appointed, selected, or elected to work for the Union as the Vice-Chair, Unit 5, shall at the written request of the Union receive a release from the employment duties under this Collective Agreement of up to twenty (20) hours per month. The employee shall continue to be paid by the University for these twenty (20) hours, but the Union shall reimburse the University for the wages and benefit costs arising from these twenty (20) hours upon receipt of a statement of the amount owing.

16:08 The University will pay to the Union on ratification, on 15 May 2018, and on 15 May 2019 the sum of five thousand dollars (\$5,000) for the purpose of defraying costs associated with the administration of the Collective Agreement.

#### **ARTICLE 17: UNION REPRESENTATION**

17:01 The University acknowledges the rights and duties of Union Stewards and the Grievance Committee and the Grievance Officer to assist in preparing and presenting grievances in accordance with the Grievance Procedure.

17:02 The Union shall notify the University, in writing, of the name of each Steward, the Steward's Department of employment, and the Department or Departments the Steward represents, and the names of the members of the Grievance Committee. Upon such notification the Employer shall recognize such Stewards or Grievance Committee members. It is agreed that the Steward representing a Department (or group of Departments) shall be employed in that Department (or group of Departments) at the time of notification of selection as Steward.

#### **ARTICLE 18: PERSONNEL FILE**

18.01 A personnel file shall be maintained within the Department for each employee employed within it, which shall be separate from the employee's health or medical records, if any. All contents of an employee's personnel file shall be treated as confidential.

18:02 The supervisor shall notify the employee in writing whenever the supervisor places any document pertaining to expectations, instruction, or performance in



the employee's personnel file. An employee or former employee shall have the right to respond in writing to such documents contained in the employee or former employee's personnel file. Such reply shall be included in the personnel file.

For clarity, the employee is not required to be notified when any transactional documents, including but not limited to employment application(s), benefit enrolment, payroll information, request and approval/denial of leave or vacation, are placed in the employee's personnel file.

18:03 An employee or former employee within two (2) years from the termination of most recent employment may review the employee or former employee's personnel file, provided that at least two (2) working days' prior notice is given to the appropriate divisional Human Resources office. The University shall provide to an employee copies of any document contained in the personnel file upon request.

## **ARTICLE 19: POSTINGS**

19:01 The Parties acknowledge that Postdoctoral Fellow candidates come to the attention of, and are selected by, potential supervisors through a number of avenues, including direct communication with a candidate(s) and/or with colleagues.

19:02 In the event that the University chooses to post for Postdoctoral Fellow opportunities, the University agrees that a hiring decision will not be made sooner than ten (10) working days after the date of posting. For clarity, this provision shall in no way limit the University's discretion to recruit and hire in accordance with Article 19:01.

19:03 A posted opportunity will, in addition to reasonable locations of the University's choosing, be posted on Department websites and provided electronically to the Union within five (5) working days of being posted. Notices shall be removed from Department websites once the vacancy has been filled.

19:04 A posting will identify the following: description of the area or topic of research, remuneration, supervisor and academic unit, date of posting and application deadline, start date and duration of the appointment, required qualifications, the application procedure, and any documentation required for application (*e.g., CV, references, publications, etc.*).

All postings shall include an employment equity statement inviting all qualified applicants to make application.

All postings shall include the following statement: "Employment as a Postdoctoral Fellow at the University of Toronto is covered by the terms of the CUPE 3902 Unit 5 Collective Agreement."

All postings shall include the following statement: "The normal hours of work are 40 hours per week for a full-time postdoctoral fellow (pro-rated for those holding

a partial appointment) recognizing that the needs of the employee's research and training and the needs of the supervisor's research program may require flexibility in the performance of the employee's duties and hours of work." If it is known at the time of posting that the supervisor will regularly require evening or weekend work, this will be indicated in the posting.

19:05 All applicants who apply in response to a posting under this Article shall be advised in writing of the outcome of their applications within ten (10) working days after the receipt in the Department of employment of the written acceptance of the position by the successful candidate.

## **ARTICLE 20: HOURS OF WORK**

20:01 The normal hours of work shall be forty (40) hours per week (pro-rated for those holding a partial appointment), recognizing that the needs of the employee's research and training and the needs of the supervisor's research program may require flexibility in the performance of the employee's duties and hours of work over the course of a monthly pay period.

20:02 No employee shall be required by a supervisor to work more than fifty (50) hours in any one (1) work week or more than one hundred and seventy-three (173) hours in any monthly pay period.

20:03 An employee must obtain advance written approval from the supervisor to be paid for hours of work in excess of one hundred and seventy-three (173) in any monthly pay period.

20:04 If an employee complies with Article 20:03, the employee will be entitled to either overtime pay or compensatory time off in lieu of overtime pay. Such overtime pay shall be calculated at a rate of 1.5 hours for every additional hour worked.

20:05 When an employee requests compensatory time off in lieu of overtime pay in accordance with 20:04 above, the employee will discuss this request with the supervisor and time in lieu will be taken on date(s) mutually agreeable to the supervisor and employee and not later than six (6) months following the pay period in which the time was earned and prior to the end of the employee's contract. In the event agreement cannot be reached, the employee shall be compensated in accordance with Article 20:04.

20:06 Employees shall submit to the Business Officer designated by the supervisor, in writing, no later than the first working day of the week, the number of hours the employee worked in the previous week. If the employee fails to do so, the hours worked for the previous week shall be deemed to be forty (40), or the regular weekly hours of work if the employee holds a part-time appointment unless the supervisor has authorized overtime pursuant to Article 20:03.

20:07 If a supervisor approves an employee's attendance at a conference, seminar or workshop, time spent travelling to and from such events and time spent attending such events shall be deemed to be part of the employee's normal hours of work in accordance with Article 20:02 and shall not result in overtime compensation in

accordance with Article 20:04. It is the mutual responsibility of the supervisor and the employee to make necessary adjustments to the employee's schedule such that the hours of work fall within one hundred and seventy three (173) per monthly pay period in accordance with Article 20:02, unless advance written approval for overtime has been granted in accordance with Article 20:03.

20:08 The Parties recognize that some postdoctoral fellowships may include teaching as a component of the overall fellowship which shall be communicated as part of the initial engagement, notwithstanding that such teaching when conducted by postdoctoral fellows is not covered by this Collective Agreement.

The Parties recognize that supervisors and employees may reach an agreement to include teaching as a component of the overall fellowship during the course of employment as a postdoctoral fellow that is subsequent to the initial engagement. In those cases in which supervisors and employees reach such an agreement, a revised letter of offer will be issued to the employee stipulating the teaching component, notwithstanding that such teaching when conducted by postdoctoral fellows is not covered by this Collective Agreement.

When teaching forms part of the overall fellowship, the employment in this Bargaining Unit will be understood to be on a part-time or partial basis for the purpose of this clause. It is further understood that, in these cases, the total regular hours of work including both teaching employment and fellowship employment shall not exceed one hundred seventy three (173) hours of work per monthly pay period in accordance with Article 20:02.

The University will provide to the Union a list of appointments made under 20:08 on an annual basis.

20:09 Except where teaching is made part of the overall fellowship in accordance with Article 20:08, an employee may accept a teaching position at the University of Toronto in recognition of the required flexibility in research and training in Article 20:01. Employees may accept teaching positions at the University of Toronto provided that no duties related to the teaching position (e.g., preparation, office hours, marking/grading, lectures, tutorials, etc.) occur during normal hours of work for the postdoctoral fellow unless otherwise agreed to with the supervisor and also provided that the postdoctoral fellow agrees with the supervisor to an appropriate adjustment, if any, in the hours of work and, where appropriate, remuneration so as to ensure that the employee's regular total hours of work do not exceed one hundred seventy three (173) hours per monthly pay period in accordance with Article 20:02.

## **ARTICLE 21: APPOINTMENTS**

21:01 Appointments shall be for periods of at least twelve (12) months in circumstances where funding has been secured save and except the following:

- a) Funding is for a period of less than twelve (12) months;
- b) Employee is available for a period of less than twelve (12) months;
- c) Supervisor is available for a period of less than twelve (12) months;

- d) Research project is expected to conclude in a period of less than twelve (12) months;
- e) Any circumstances arising from conditions that are beyond the University's control (e.g., immigration, required permits and protocols, availability of research infrastructure, etc.).

21:02 Unless otherwise indicated, it is understood that the employment relationship will end on the last day of the contract as indicated in the letter of offer. In such cases, no additional notice is required.

21:03 Both the Postdoctoral Fellow and the University may terminate the employment relationship early by providing three (3) months written notice. The University retains the discretion to provide the equivalent of three (3) months' salary in lieu of working notice. The Union will be informed without undue delay of early terminations made by the University pursuant to this clause.

In the event an employee is terminated in accordance with this clause, the University shall provide the reason for such early termination to the employee.

Early terminations in accordance with this Article are not subject to the grievance and arbitration procedure outlined in Articles 9 and 10.

21:04 The maximum duration of a Postdoctoral Fellow employment contract including all renewals is six (6) years.

21:05 Once in each contract year, the Union shall be entitled to request by letter to the Executive Director of Labour Relations a copy of all letters of offer for active Bargaining Unit employees in not more than three (3) Departments. Upon receiving this request, the University will provide the Union with copies of those letters with fifteen (15) working days. The Union agrees to keep the contents of these letters confidential.

## **ARTICLE 22: EMPLOYMENT POLICIES**

22:01 In addition to all provisions of this collective agreement, employees will also be subject to, and bound by, University policies of general application and their related guidelines. These policies confirm the University's commitment, and the employee's obligation, to support a workplace that is free from discrimination and harassment as set out in the *Human Rights Code*, the *Occupational Health and Safety Act*, and that respects the University's commitment to equity and to workplace civility.

All of the applicable policies may be amended and/or new policies may be introduced from time to time, and will be binding terms of the employment contract with the University.

The University will notify the Union of approved changes to such applicable policies.

22:02 Without restricting in any way the generality of the foregoing, and while recognizing their status as employees under this Collective Agreement, the Union and the University agree that the University of Toronto Governing Council *Statement of Institutional Purpose*, and *Statement on Freedom of Speech*, as they may exist from time to time, apply to members of the Bargaining Unit.

22:03 Without restricting in any way the generality of the foregoing, and while recognizing their status as employees under this Collective Agreement, the Union and the University agree that the University of Toronto Governing Council *Inventions Policy*, and the *Copyright Policy*, as they may exist from time to time apply to members of the Bargaining Unit.

## **ARTICLE 23 - GENERAL**

### **Courses/Training**

23:01

- (a) If an employment supervisor requires an employee to attend a course and/or training as part of the employee's employment, it will be considered paid time and the employee shall not be responsible for the cost of the course and/or training.
- (b) Employees shall have access to career counselling services and workshops, provided through the University's Career Centre.
- (c) The University will provide Graduate Centre for Academic Communications workshops and immigration sessions to Postdoctoral Fellows.

### **Office, Research, and Laboratory Facilities**

23:02

- (a) Departments shall ensure that insofar as possible, consistent with the physical facilities available to the Department, employees shall be provided with an appropriate place for work and with the use of such other facilities and equipment as are required for the performance of their duties. This may include such books, laboratory equipment and the use of such materials as are deemed by the supervisor to be necessary for the performance of their duties. Any such materials shall remain the property of the University.
- (b) Employees will be extended library and internet access.
- (c) Employees shall have the right to use photocopy equipment on the same basis as other members of the staff in their Department of employment as required for the performance of their assigned duties.

### **Listservs**

23.03 Employees shall be included on general departmental listservs as appropriate.

**ARTICLE 24: UNION OFFICE SPACE**

24:01 The University 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, office space 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 University. In this event, alternate accommodation will be found. Unless a situation arises which is beyond the control of the University, the University will give no fewer than three (3) calendar months' notice that the Union will be required to change offices.
- (d) The University will provide cleaning service and campus mail service at no cost to the Union.
- (e) The University will make available University recycling services to the Union.

**ARTICLE 25: BENEFITS**

25:01 Employees are required to participate in the Postdoctoral Fellow Health and Dental Benefit Plan. See Schedule A.

25:02 The Parties agree to be governed by the provisions and regulations of the Postdoctoral Fellow Health and Dental Benefit Plan for the term of the Agreement.

25:03 The Union agrees that the University can change the benefit plans and/or carriers for the benefits on prior notice to, and discussion with, the Union.

25:04 Participation in the Health and Dental Benefit Plan is a condition of employment. Only employees who have health and dental insurance coverage through their spouse will be exempted from participation.

**ARTICLE 26: THREE DAYS OFF WITH PAY**

26:01 For each twelve (12) month period (July 1 to June 30 of any year) the University will designate three (3) days on which employees do not have to work and in respect of which employees will suffer no loss of regular-straight time pay.

Employees required to work by the University on one (1) or more of these days will be paid at straight time for the day and will be given another day off with no loss of regular straight-time pay at a time mutually agreed by the employee and the supervisor.

The University, in its sole discretion, shall designate the three (3) days in a given twelve (12) month period. Normally, these three days will be scheduled by the University as part of the December/ January University Closure period. Notice will be sent to the Union by the University within a reasonable time period prior to the designated dates of these days.

These days are not “Holidays” for any purpose under the collective agreement, including Article 12: Holidays.

## **ARTICLE 27: PROFESSIONAL DEVELOPMENT**

27:01 In each year of the 2017-2019 collective agreement, Postdoctoral Fellows will be entitled to take three (3) days off work without loss of pay per year of active employment (or part thereof pro-rated in half-day increments) to attend conferences, courses, or pursue any other activities that help advance their professional and/or general career development. Scheduling of such days must be requested by the employee as far in advance as practicable and must be approved by the supervisor.

An employee may make a request to the employee’s supervisor for pay in lieu (pay for a 100% FTE employee would be calculated on the basis of 2080 hours/year in order to calculate the hourly rate and then 8 hours/day for calculation of the pay in lieu) of some or all of the three days off work provided for in this article in order to defray expenses related to the employee attending such conferences, courses or other activities that help advance their professional and/or general career advancement. Approval of any such request is at the sole discretion of the supervisor and shall not be subject to the grievance and/or arbitration provisions of the Collective Agreement.

### **Individual Development Plan**

27:02 An individual development plan (IDP) provides a planning process that identifies the Postdoctoral Fellow’s general individual research goals, professional development, and career objectives. Postdoctoral Fellows may use an IDP to share their goals and objectives with their supervisor and clarify the connection with the supervisor’s own research goals. In the event the Postdoctoral Fellow desires a written IDP, the Postdoctoral Fellow may submit a written draft of the IDP to the supervisor for discussion and the supervisor will review the IDP and share knowledge about available development opportunities. The IDP may be revisited as needed throughout the course of the appointment.

### **Progress Assessments**

27:03 Where a written Individual Development Plan has been developed in accordance with this Article, the employee and the supervisor will meet approximately semi-annually thereafter to discuss the progress made by the employee in accordance with the IDP. Upon request from an employee with a written IDP, and not more than once annually, the supervisor shall prepare a written evaluation of the employee’s research progress and professional development including with reference to the written IDP developed in accordance with this Article.

**ARTICLE 28: TERM OF AGREEMENT**

28:01 This Agreement shall continue in full force and effect until December 31, 2019, and thereafter shall automatically renew itself for periods of one (1) year each unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

**Negotiations**

28:02 In the event of notice being given requesting negotiations to amend the Agreement, the negotiations shall commence within fifteen (15) days following receipt of such notification and thereafter both Parties shall negotiate in good faith.

28:03 If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Agreement, or on the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the Parties or until all conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.



**IN WITNESS WHEREOF** each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on May 18, 2017.

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:**

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*Vice-President, Human Resources & Equity*

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*Secretary of Governing Council*

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

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*Chair, CUPE Local 3902*

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*Secretary-Treasurer, CUPE Local 3902*

## **SCHEDULE A: HEALTH AND DENTAL BENEFIT PLAN**

Effective May 1, 2015, the University agrees to contribute towards the cost of the billed rates of premiums for employees participating in the University of Toronto Health and Dental Plan in effect on January 26, 2015 in accordance with the provisions and regulations of the said plan during the term of this Agreement. Participation in said Health and Dental Plan is required as a condition of employment, unless the employee chooses to be exempt pursuant to Article 25.04 due to spousal coverage

Effective January 1, 2018 the University's contributions will be made as follows:

- For single enrolment, \$26 per month, pro-rated for partial appointments
- For family enrolment, \$60 per month, pro-rated for partial appointments

Clarity note: It is agreed and understood that employees whose appointments in this bargaining unit are less than 100% pursuant to the operation of Articles 20:08 or 20:09 will not be considered partial appointments for the purposes of benefits.

\*\*\*\*\*

## **SCHEDULE B: INCREASES TO SALARIES ABOVE THE MINIMUM**

Each active employee in the bargaining unit (including employees on any approved leave pursuant to the *Employment Standards Act* or this Collective Agreement) shall receive a 1.5% salary increase effective on the ratification date and on each Salary Adjustment Date\* during the term of the 2017 – 2019 Collective Agreement providing ALL of the following conditions are met:

- i. The employee is receiving more than the minimum salary set out in Article 14:01 of the Collective Agreement, AND
- ii. has worked without a break in service in each of the twelve (12) months immediately preceding and including the ratification date and/or the employee's Salary Adjustment Date\* as applicable, AND
- iii. whose annualized salary, i.e. 100% Full Time Equivalent, has not increased for ANY reason (including on the Salary Adjustment Date\* and on the ratification date) during the twelve (12) months immediately preceding the ratification date and/or the Salary Adjustment Date\* as applicable.
- iv. For clarity, an employee who received an increase during the twelve-month period referred to above, which is less than 1.5%, shall receive a top-up increase effective on the Salary Adjustment Date\* and/or the ratification date as applicable such that the total of the two increases is equal to 1.5%.
- v. For clarity, one-time-only payments are not considered "increases" and will not be included in the calculation of an employee's annualized salary.

For clarity, within ninety (90) calendar days following ratification, the University will process the initial group of increases which will include all employees actively employed in the bargaining unit on the date of ratification (including employees on any approved leave pursuant to the *Employment Standards Act* or this Collective Agreement) and who are eligible for a salary increase as prescribed above. Those increases will be retroactive to the later of the employee’s anniversary date of employment in the bargaining unit or the date of ratification. Thereafter, the University will review salaries of employees at least once every two months and implement salary increases retroactive to each employee’s Salary Adjustment Date\*.

**\*Salary Adjustment Date**

An employee who receives an initial salary increase as provided above effective on the ratification date will have a Salary Adjustment Date annually on the anniversary of the ratification date provided the employee remains actively employed in the bargaining unit (including employees on any approved leave pursuant to the *Employment Standards Act* or this Collective Agreement) with no break in service.

All other employees will have Salary Adjustment Dates annually on the anniversary of each employee’s start date of employment in the bargaining unit provided the employee remains actively employed in the bargaining unit (including employees on any approved leave pursuant to the *Employment Standards Act* or this Collective Agreement) with no break in service.

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**JOINT LETTER OF INTENT: ARBITRATION**

May 31, 2017

The Parties discussed the issue of “reasonable time” as it is used in Article 10.02 and have agreed that nine (9) months is a reasonable time, given arbitrators’ schedules, within which to hold a hearing.

Ryan Culpepper, Chair  
CUPE Union of Local Employees,  
Local 3902

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

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## JOINT LETTER OF INTENT: DUPLICATE PROVISIONS

May 31, 2017

It is understood and agreed by the Parties that the provisions listed below shall not result in duplication and/or any increase 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).

### ARTICLE 16: UNION SECURITY

16.06 The University 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).
- 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. Access to the Bora Laskin Law Library shall include access to all online legal resources available for University of Toronto library card holders who are not students or faculty in the Faculty of Law.

### ARTICLE 24: UNION OFFICE SPACE

24:01 The University 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, office space 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 University. In this event, alternate accommodation will be found. Unless a situation arises which is beyond the control of the University, the University will give no fewer than three (3) calendar months' notice that the Union will be required to change offices.
- (d) The University will provide cleaning service and campus mail service at no cost to the Union.

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

Ryan Culpepper, Chair  
CUPE Union of Local Employees,  
Local 3902

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

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**LETTER OF INTENT: STEWARDS**

May 31, 2017

Recognizing that there may be situations in which a postdoctoral fellow employed in the Bargaining Unit may temporarily and on a short-term basis leave the Bargaining Unit while remaining a postdoctoral fellow and academic trainee at the University of Toronto, the University undertakes that where such an individual is a Union steward, the University will consider continuing to recognize the individual as a Union steward on a case by case basis so as not to unduly disrupt union representation.

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

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**LETTER OF INTENT: PROFESSIONAL DEVELOPMENT**

May 31, 2017

Postdoctoral Fellowships are designed to deepen expertise in a specialist subject, acquire novel skills, and further the career of the Postdoctoral Fellows. These skills include, but are not limited to teaching, writing, mentorship, supervisory skills, presentation and public speaking, research funding proposal writing, lab management, project management, conflict resolution skills, English language competency, C.V. writing, and general career development. Opportunities to further their skills will be offered to Postdoctoral Fellows through current partnerships with campus service providers, and descriptions of these opportunities and registration requirements will be available on the School of Graduate Studies website. The School of Graduate Studies will also apprise the Postdoctoral Fellow community of upcoming opportunities through listserv communications.

The University agrees that the Labour/Management Committee will annually discuss issues pertaining to PDF professional development during the term of this Collective

Agreement and suggestions for additional or alternative opportunities that could be provided to Postdoctoral Fellows.

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

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**LETTER OF INTENT: INVENTIONS POLICY AND COPYRIGHT POLICY**

May 31, 2017

The Division of the Vice-President Research and Innovation intends to develop guidelines pursuant to the Inventions Policy to clarify the inventor status of Postdoctoral Fellows, and intends to propose a revised Copyright Policy for approval through University governance.

Until the Division of the Vice-President Research and Innovation issues the guidelines pursuant to the Inventions Policy, the following will continue to apply:

While under 3.3 (b) of the Inventions Policy, administrative staff are strictly ineligible to own inventions developed in the course of their employment, Postdoctoral Fellows have typically been included in the sharing of net revenues owing to the inventors, proportional to their contribution to the invention as determined by the Inventors amongst themselves.

Until University governance considers and approves a revised Copyright Policy, the following will continue to apply:

Whereas Sections 2.1 and 3 of the Copyright Policy set out the basis for any sharing of revenue from a Work that is commercialized, Postdoctoral Fellows have typically been included in the sharing of net revenues owing to the Authors, proportional to their contribution to the Work as determined by the Authors amongst themselves.

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

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**LETTER OF INTENT: LETTERS OF OFFER**

May 31, 2017

The Executive Director of Labour Relations (or designate) will provide the Union with a draft copy of letters of offer of employment for information.

The letter will include a link to the Canada Revenue Agency Payroll Deductions Online Calculator.

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

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**LETTER OF INTENT: DISCUSSION OF ARTICLE 2: RECOGNITION & COVERAGE**

May 31, 2017

In the 2016-17 round of collective bargaining, the Union raised concerns in respect of Article 2: Recognition & Coverage.

The Parties agree to convene a Labour-Management Committee meeting within thirty (30) days of the ratification of this renewal Collective Agreement to discuss these concerns. The intent of this discussion will be to facilitate greater clarity and mutual understanding regarding Article 2.

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

## APPENDIX A: POSTDOCTORAL FELLOWS CHILD CARE BENEFIT PLAN

Commencing with the 2017 calendar year, and for the duration of this collective agreement (to December 31, 2019) Bargaining Unit Members with an eligible dependent child under the age of seven will be eligible for reimbursement of child-care expenses as follows:

- a. The maximum half-day reimbursement will be \$10.00 per day. A half-day is defined as a minimum of four (4) hours to a maximum of six (6) hours of care, or where the parent is being charged a half-day rate by the child care provider.
- b. The maximum full-day reimbursement will be \$20.00 per day. A full-day rate is defined as six (6) or more hours of care, or where the parent is being charged a full-day rate.
- c. Reimbursement is limited to fifty percent (50%) of the lesser of (i) the amount actually paid; and (ii) the usual and customary amount charged by the service provider for the same child care services. Members must apply for reimbursement during the designated application period (usually February - March of the subsequent year) using the application and process determined by the University each year. Members must be able to provide as back-up to an application, in a single package, detailed receipts substantiating the child care expenses in respect of which reimbursement is sought for the previous calendar year along with proof of payment (e.g., credit card receipt, front and back of cancelled cheque, or a validated receipt). Reimbursement in respect of a calendar year shall be made in one lump sum payroll deposit, less applicable withholdings, if any. Members must provide the University with current Canadian banking information so that payments may be made by direct deposit.
- d. Reimbursement will be made only for eligible child care expenses (as defined in the Income Tax Act) incurred by the Member. The University makes no representations as to whether a deduction from income is available under the Income Tax Act (ITA) in respect of any amounts paid or payable under this plan.
- e. If both parents are eligible for reimbursement under this child care benefit plan, only one shall be entitled to claim reimbursement under this child care benefit plan in a calendar year.
- f. The plan maximum of \$2,000 per child will be provided annually, based on a calendar year. The amount will be pro-rated for less than full-time equivalent employment. A Member who has been appointed for less than the full calendar year shall be entitled to a pro-rated amount for that year. There are no carryover provisions if the full \$2,000 is not used in any given year.
- g. The terms "child care expense" and "eligible child" in this plan shall have the meanings given to them in subsection 63 (3) of the ITA. The term "child" shall



have the extended meaning given to that term in subsection 252 (1) of the ITA such that, where used in this plan, the term “child” shall include a natural, step, common-law or adopted child or ward under the age of seven.

The University shall not be required to contribute or set aside any amounts to a separate fund or account to satisfy its obligations under this plan, or otherwise secure its obligations under this plan. The value of the annual eligible claims under this plan shall not exceed \$100,000 annually for the term of this Collective Agreement. If, in a given year, the value of the eligible claims under this plan is greater than \$100,000, all claims will be reimbursed on a pro-rated basis. If, in a given year, the total value of the eligible claims under this plan is less than \$100,000, no excess amount will be carried forward or used for other benefit purposes.

Notwithstanding the no carry forward provision above and for the duration of the 2017-2019 collective agreement only, based on the lack of experience in administering child care benefits for this group of employees, any unspent amount will be used first to offset any deficit in the Unit 5 Health & Dental Plans which will help defer in whole or in part any increases in required employee premiums effective at the start of the following plan year, i.e. the following January. Any unspent amount not used to defer employee health premium increases will be carried forward to be used for child care benefits in subsequent years during the term of the 2017 – 2019 collective agreement only.

Effective April 2018 the following will apply: Within two (2) months following the distribution of payments, and at least two (2) months prior to any change in employee premiums for the CUPE 3902 Unit 5 Health and Dental Plans, representatives of the University and the Union will meet to review and discuss the utilization of the Child Care Benefit Plan and the financial status of the Health and Dental plan.

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