



UNIVERSITY OF  
**TORONTO**

## **COLLECTIVE AGREEMENT**

- BETWEEN -

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**

- AND -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3902, UNIT 1**



Term of Agreement: May 1, 2014 to December 31, 2017

TABLE OF CONTENTS

**ARTICLE 1: GENERAL PURPOSE ..... 1**

**ARTICLE 2: RECOGNITION..... 1**

**BARGAINING UNIT ..... 1**

**EXCLUSIONS..... 1**

*Members of Professions ..... 1*

*Status Only Persons ..... 1*

*Persons Whose Primary Work Interest is Outside the University ..... 1*

*Research..... 2*

*Athletics ..... 2*

**CLARIFICATIONS..... 2**

*Part-time Lecturers ..... 2*

*Graduate Engineers..... 2*

*Changes in Status ..... 2*

*Law Students ..... 2*

**ARTICLE 3: RESERVATION OF MANAGEMENT RIGHTS ..... 2**

**ARTICLE 4: NO DISCRIMINATION ..... 2**

**SEXUAL HARASSMENT ..... 3**

**SEXUAL HARASSMENT GRIEVANCES..... 4**

**ARTICLE 5: PERSONAL HARASSMENT ..... 4**

**WORKPLACE HARASSMENT ..... 5**

**ARTICLE 6: NO STRIKES AND NO LOCKOUTS..... 5**

**ARTICLE 7: UNION SECURITY..... 5**

**UNION/MANAGEMENT RELATIONSHIP..... 6**

**ARTICLE 8: INFORMATION TO EMPLOYEES ..... 7**

**ARTICLE 9: CORRESPONDENCE ..... 7**

**ARTICLE 10: ACADEMIC FREEDOM ..... 7**

**ARTICLE 11: LABOUR/MANAGEMENT RELATIONS..... 8**

**LABOUR/MANAGEMENT COMMITTEE..... 8**

**DISCUSSION..... 9**

**DEPARTMENTAL WORKLOAD REVIEW COMMITTEE..... 9**

**MANAGEMENT TRAINING..... 9**

**ARTICLE 12: UNION REPRESENTATION..... 9**

**ARTICLE 13: PROGRESSIVE DISCIPLINE ..... 10**

**ARTICLE 14: GRIEVANCE PROCEDURE ..... 11**

**DEFINITION..... 11**

**HIRING GRIEVANCES ..... 11**

**STATEMENT OF GRIEVANCE ..... 11**

**COPY TO HUMAN RESOURCES..... 11**

**TIME LIMITS - GRIEVANCE PROCEDURE ..... 11**

**COMPLAINT STAGE (OPTIONAL) ..... 12**

**INDIVIDUAL GRIEVANCES – SINGLE DEPARTMENT FACULTIES ..... 12**

**INDIVIDUAL GRIEVANCES – MULTI-DEPARTMENT FACULTIES ..... 12**

GROUP GRIEVANCE .....	13
POLICY GRIEVANCE.....	13
SUSPENSION OR DISCHARGE GRIEVANCE – SINGLE DEPARTMENT FACULTIES .....	13
SUSPENSION OR DISCHARGE GRIEVANCE – MULTI -DEPARTMENT FACULTIES .....	14
<b>ARTICLE 15: ARBITRATION .....</b>	<b>14</b>
<b>ARTICLE 16: APPOINTMENTS .....</b>	<b>15</b>
JOB POSTING.....	15
DEPARTMENTAL HIRING POLICIES .....	16
HIRING CRITERIA .....	17
ASSISTANT INVIGILATORS .....	17
NOTICE OF APPOINTMENT .....	18
SUBSEQUENT APPOINTMENTS .....	18
HOURS OF WORK.....	20
JOB DESCRIPTIONS.....	20
DUTIES.....	20
DUTIES - CHIEF PRESIDING OFFICER .....	21
DUTIES - INVIGILATOR, SERVICES TO PERSONS WITH A DISABILITY .....	21
DUTIES – ASSISTANT INVIGILATORS.....	21
DUTIES – PEER ASSISTANTS.....	21
ALTERATIONS DURING THE TERM OF EMPLOYMENT .....	21
REVIEW OF ASSIGNED HOURS.....	21
WORKLOAD REVIEW .....	22
NO LAYOFFS.....	22
<b>ARTICLE 17: TRAINING .....</b>	<b>23</b>
EMPLOYMENT TRAINING .....	23
TEACHING ASSISTANT TRAINING PROGRAMME .....	23
<b>ARTICLE 18: COURSE INSTRUCTORS.....</b>	<b>24</b>
<b>ARTICLE 19: EMPLOYEE EVALUATION AND RECORDS.....</b>	<b>24</b>
STUDENT EVALUATIONS.....	25
EMPLOYMENT FILE .....	25
<b>ARTICLE 20: LEAVES OF ABSENCE .....</b>	<b>26</b>
SHORT TERM LEAVE.....	26
<i>Union Conventions and Seminars .....</i>	<i>26</i>
<i>Academic Conference Leave .....</i>	<i>26</i>
<i>Absence from Work for Union Business .....</i>	<i>27</i>
<i>Negotiations.....</i>	<i>27</i>
<i>Grievances and other Union Business.....</i>	<i>27</i>
UNION LEAVE.....	27
PREGNANCY LEAVE.....	27
PARENTAL LEAVE/ADOPTION LEAVE .....	28
NON-BIRTH PARENT LEAVE.....	29
BEREAVEMENT LEAVE.....	29
COMPASSIONATE LEAVE .....	30
JURY DUTY LEAVE.....	30
SICK LEAVE .....	30
<i>Serious Illness, Surgery and Hospitalization .....</i>	<i>30</i>
<i>Gender Reassignment Surgery Leave .....</i>	<i>31</i>
<b>ARTICLE 21: HOLIDAYS .....</b>	<b>31</b>

<b>ARTICLE 22: CANCELLATION OF HOURS.....</b>	<b>31</b>
<b>ARTICLE 23: UNDERGRADUATE STEWARDS .....</b>	<b>31</b>
<b>ARTICLE 24: CONFLICTS WITH CENTRAL ADMINISTRATIVE DEADLINES.....</b>	<b>31</b>
<b>ARTICLE 25: FINANCIAL ASSISTANCE FUND .....</b>	<b>32</b>
<b>ARTICLE 26: SALARIES .....</b>	<b>32</b>
<b>ARTICLE 27: GENERAL .....</b>	<b>36</b>
<b>BULLETIN BOARDS .....</b>	<b>36</b>
<b>OFFICE FACILITIES .....</b>	<b>37</b>
<b>MAILBOXES.....</b>	<b>37</b>
<b>BOOKS AND MATERIALS.....</b>	<b>37</b>
<b>INTER-CAMPUS TRAVEL REIMBURSEMENT .....</b>	<b>37</b>
<b>LETTERS OF INTENT .....</b>	<b>37</b>
<b>INTERNET ACCESS.....</b>	<b>37</b>
<b>ARTICLE 28: HEALTH AND SAFETY.....</b>	<b>37</b>
<b>ARTICLE 29: DEFINITIONS .....</b>	<b>38</b>
<b>WORKING DAY .....</b>	<b>38</b>
<b>DEPARTMENT.....</b>	<b>38</b>
<b>SUPERVISOR.....</b>	<b>38</b>
<b>ACADEMIC SESSION.....</b>	<b>38</b>
<b>ACADEMIC YEAR.....</b>	<b>39</b>
<b>IMMEDIATE FAMILY .....</b>	<b>39</b>
<b>COURSE INSTRUCTORS .....</b>	<b>39</b>
<b>SOLE RESPONSIBILITY INSTRUCTOR.....</b>	<b>39</b>
<b>ARTICLE 30: TERM OF AGREEMENT .....</b>	<b>39</b>
<b>NEGOTIATIONS .....</b>	<b>39</b>
<b>APPENDIX A: JOB DESCRIPTION GUIDELINES.....</b>	<b>41</b>
<b>APPENDIX B: WORKLOAD REVIEW FORM.....</b>	<b>46</b>
<b>MEMORANDUM OF UNDERSTANDING.....</b>	<b>47</b>
<b>LETTER OF UNDERSTANDING: EMPLOYMENT EQUITY.....</b>	<b>48</b>
<b>JOINT LETTER OF UNDERSTANDING: CUPE 3902 UNIT 1 HEALTH PLAN.....</b>	<b>48</b>
<b>JOINT LETTER OF INTENT: SENIOR DOCTORAL TEACHING ASSOCIATES.....</b>	<b>48</b>
<b>JOINT LETTER OF INTENT: SEXUAL HARASSMENT .....</b>	<b>49</b>
<b>JOINT LETTER OF INTENT: UNION DUES/MEMBERSHIP .....</b>	<b>49</b>
<b>JOINT LETTER OF INTENT: ARBITRATION.....</b>	<b>50</b>
<b>JOINT LETTER OF INTENT: DUPLICATE PROVISIONS.....</b>	<b>50</b>
<b>BULLETIN BOARDS .....</b>	<b>51</b>
<b>LETTER OF INTENT: CALCULATION.....</b>	<b>51</b>
<b>LETTER OF INTENT: EMPLOYMENT INSURANCE HOURS FOR COURSE INSTRUCTORS .....</b>	<b>52</b>
<b>LETTER OF INTENT: TREATMENT OF PAID WORK.....</b>	<b>52</b>

<b>LETTER OF INTENT: IMPROVING THE QUALITY OF UNDERGRADUATE EXPERIENCE IN TUTORIALS .....</b>	<b>53</b>
<b>LETTER OF INTENT: ASSIGNMENT OF SUBSEQUENT APPOINTMENTS.....</b>	<b>55</b>
<b>LETTER OF INTENT: LABOUR MANAGEMENT COMMITTEE .....</b>	<b>55</b>
<b>LETTER OF INTENT: LATE APPLICATIONS .....</b>	<b>55</b>
<b>LETTER OF INTENT: POSITIONS THAT BECOME VACANT UNEXPECTEDLY .....</b>	<b>56</b>
<b>LETTER OF INTENT: GRIEVANCE TIMELINES.....</b>	<b>56</b>
<b>LETTER OF INTENT: TUITION ASSISTANCE FUND .....</b>	<b>56</b>
<b>LETTER OF INTENT: GRADUATE STUDENT BURSARY FUND.....</b>	<b>57</b>

**COLLECTIVE AGREEMENT ENTERED INTO** in the City of Toronto in the Province of Ontario as of July 6, 2015.

BETWEEN

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

- and -

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

## **ARTICLE 1: GENERAL PURPOSE**

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

## **ARTICLE 2: RECOGNITION**

### **BARGAINING UNIT**

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

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

### **EXCLUSIONS**

#### ***Members of Professions***

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

#### ***Status Only Persons***

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

#### ***Persons Whose Primary Work Interest is Outside the University***

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

***Research***

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

***Athletics***

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

**CLARIFICATIONS*****Part-time Lecturers***

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

***Graduate Engineers***

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

***Changes in Status***

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

***Law Students***

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

**ARTICLE 3: RESERVATION OF MANAGEMENT RIGHTS**

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

**ARTICLE 4: NO DISCRIMINATION**

4:01

(a) The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, or harassment exercised or practised in any matter concerning the

application of the provisions of this Agreement by reason of age, race, creed, colour, national origin, language of origin, ethnic origin, ancestry, citizenship, religious or political affiliation or belief, sex, gender, marital or parental status, number of dependants, sexual orientation, gender identity and expression, personal appearance, mode of dress, place of residence, academic school of thought, record of offences unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment, disability (including AIDS/HIV status), nor by reason of the employee's non-membership, membership or activity in the Union.

- (b) The University and the Union are committed to equal opportunity in employment for women, aboriginal people, people with disabilities, and people who because of their race, colour, sexual orientation, or gender identity and expression have been traditionally disadvantaged in Canada.

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

### **SEXUAL HARASSMENT**

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

4:03 For the purpose of this Collective Agreement, "sexual harassment" means:

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

that is directed at one or more specific employees

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

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



## **SEXUAL HARASSMENT GRIEVANCES**

- 4:04 An employee who believes that he/she has been sexually harassed may file a grievance under the normal grievance procedure. The time limit for filing such a grievance shall be no longer than six (6) months after the occurrence of the matter that is the subject of the complaint/grievance. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to file a complaint or grievance shall extend to twelve (12) months.
- 4:05 Grievances alleging sexual harassment shall be initiated at Step 2. Where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be sent forward to the next step. No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 4:06 It is agreed that where an employee elects to submit a grievance alleging sexual harassment, he/she shall forfeit his/her right to file a "complaint" under the Employer's sexual harassment policy.
- 4:07 Where an employee believes he/she has been the victim of sexual harassment, he/she may request, through the Union, to discontinue contact with the alleged harasser. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any academic or other penalty. The Employer and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
- 4:08 Witnesses who give information and/or evidence in a sexual harassment complaint shall suffer no penalty of an academic or other nature.
- 4:09 In the event that both the complainant and the respondent are employees covered by a Collective Agreement between the Governing Council of the University of Toronto and CUPE 3902, the Union and the Employer will appoint a mutually-agreed upon third party to investigate the complaint. Within two (2) months, the investigator shall submit a report to the Union and the Employer. The report may recommend discipline: e.g., ordering an apology, counselling, etc. The report shall not preclude the possibility of a grievance being filed on behalf of the complainant or respondent.
- 4:10 In the event that a grievance alleging sexual harassment is referred to arbitration in accordance with Article 15, the Chairperson of the Board of Arbitration shall be selected from among the following persons:

Paula Knopf  
 Kevin Burkett  
 Larry Steinberg  
 Jasbir Parmar

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

## **ARTICLE 5: PERSONAL HARASSMENT**

- 5:01 Personal Harassment means any improper behaviour by a person employed by the University that is directed at and/or offensive to another person employed by the University, and which the

first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.

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

## **WORKPLACE HARASSMENT**

5:02 The University will provide an environment where members of the bargaining unit are not subjected to workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the University's Civility Guidelines and the applicable statute(s), although they do not form part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after sixty (60) working days have elapsed from the date the written complaint was finalized, signed by the employee, and submitted to the University, specifying the conduct alleged to constitute workplace harassment, the University has not provided the employee with a response to the complaint.. Such grievance will be filed at step 3 of the grievance procedure. If not resolved at Step 3, the parties may agree to mediation or facilitation before an agreed-upon mediator or facilitator before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

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

## **ARTICLE 6: NO STRIKES AND NO LOCKOUTS**

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

## **ARTICLE 7: UNION SECURITY**

7:01

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

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

- (b) The Employer will provide to the Union an aggregate count, by Department of Employment, the number of visa-student status employees in December of every year. In order to protect the identity of individuals, data will be suppressed when the total for the department is five (5) or less.

- 7:02 All enquiries concerning Union dues or dues deductions should be directed to CUPE/SCFP, Local 3902, 180 Bloor Street West, Suite 803, Toronto, Ontario M5S 2V6, telephone: 416-593-7057 or 416-978-7632, e-mail: info@cupe3902.org.
- 7:03 The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an employee(s) for amounts deducted from pay as provided for in this Article.
- 7:04 The University will pay to the Union by the 15<sup>th</sup> of May of each year an amount equivalent to the salary of six (6) Course Instructors for a "Y" course for the purposes of the costs associated with the administration of the Collective Agreement.
- 7:05 The Employer agrees to issue, upon request from the Union in writing, a library card (valid at both Robarts Library and Bora Laskin Law Library) to the Staff Representative(s) of the Union. There shall be no charge to the Union or to the Staff Representative(s) for the card. Use of the card shall be subject to the general regulations made from time to time by the University and/or the Library.
- 7:06 As soon as possible following receipt of the Union's notice to bargain, the University will pay to the Union thirty-five thousand (\$35,000) dollars in full satisfaction of its direct contribution to the cost of collective bargaining.

#### **UNION/MANAGEMENT RELATIONSHIP**

- 7:07 The Employer agrees to provide the Union, once per calendar year within thirty (30) calendar days of receipt of a written request by the Union and ninety (90) calendar days prior to the expiry of this Collective Agreement, the following information on each member represented by the Union:
1. Name
  2. Personnel Number
  3. Department(s) of Work
  4. Department of Study
  5. Year in Program

## **ARTICLE 8: INFORMATION TO EMPLOYEES**

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

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

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

8:02 The hiring Department shall provide to all employees an electronic copy of a one-page (letter-size, possibly double-sided) statement about the Union, prepared by the Union, provided that the statement is first forwarded to the Director, Labour Relations (or his/her designate) for information and for approval as to its factual accuracy. If the Director, Labour Relations (or designate) does not provide notification of errors or inaccuracies to the Union within two (2) weeks of receiving the statement, the information shall be presumed to be acceptable. The letter shall be provided preferably at or prior to the time the employee receives his/her written job offer of an appointment in this bargaining unit, but in any event, no later than the earlier of the start of duties or receipt of a Description of Duties and Allocation of Hours form.

## **ARTICLE 9: CORRESPONDENCE**

9:01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Labour Relations, 215 Huron Street, 8<sup>th</sup> Floor, Toronto, and the Secretary or Chair of the Union. For purposes of administering this Collective Agreement, wherever "Vice President and Provost" is referred to, it is understood that a designated representative may be recognized and dealt with in his/her stead.

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

## **ARTICLE 10: ACADEMIC FREEDOM**

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

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

(a) freedom in carrying out their assigned teaching;

- (b) freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather academic freedom makes such commitment possible.

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

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

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

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

## **ARTICLE 11: LABOUR/MANAGEMENT RELATIONS**

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

### **LABOUR/MANAGEMENT COMMITTEE**

- 11:02 The Union and the Employer acknowledge the mutual benefit of joint consultation and agree, therefore, that there shall be a joint labour/management committee consisting of up to four (4) representatives from and selected by each party.

There shall be one (1) regularly scheduled meeting convened with this bargaining unit in each four (4) month term or semester (January-April, May-August, September-December). In addition, 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 ten (10) 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 Employer with respect to its discussions and conclusions, and shall not have the power to add to or modify the terms of this agreement. A representative of each party shall be designated Co-Chairperson, and the two persons so designated shall alternate in presiding over meetings.

- 11:03 The University shall prepare and provide annually to the Union a summary report on tutorial sizes for discussion at the Labour/Management Committee.

## **DISCUSSION**

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

## **DEPARTMENTAL WORKLOAD REVIEW COMMITTEE**

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

Discussion shall be held between the two parties concerning problems with respect to teaching assignments where the Union Steward feels an assignment exceeds a reasonable workload.

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

## **MANAGEMENT TRAINING**

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

## **ARTICLE 12: UNION REPRESENTATION**

- 12:01 The Employer acknowledges the rights and duties of Union Stewards and the Grievance Committee and the Grievance Officer to assist in preparing and presenting grievances in accordance with the Grievance Procedure. The Employer agrees to recognize more than one (1) Steward in large Departments and to recognize single Stewards for groups of Departments where necessary. It is agreed that the Steward (or Stewards) representing a Department (or group of Departments) normally shall be employed in that Department (or group of Departments) at the time of notification of selection as a Steward. While employed, and for the eight (8) months immediately following the end of a period of employment, a Steward shall continue to be recognized until further written notice from the Union indicating otherwise.
- 12:02 The Employer agrees to recognize the authority of the Grievance Officer, Union Stewards, and members of the Grievance Committee to assist in the administration of the Collective Agreement. Upon request from the Steward(s) and/or member of the Grievance Committee, the Designated Authority of the Department shall meet with the Steward(s) and/or other designated Union Official(s) within five (5) working days.
- 12:03 The Union shall notify the Employer, in writing, of the name of each Steward, the Steward's Department of employment, and the Department or Departments the Steward represents, and the names of the members of the Grievance Committee. Upon such notification the Employer shall be required to recognize such Stewards or Grievance Committee members.

## **ARTICLE 13: PROGRESSIVE DISCIPLINE**

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

Step I: Oral warning

Step II: Written warning or letter of reprimand

Step III: Unpaid suspension or change in assignment

Step IV: Discharge or cancellation of subsequent appointments

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

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

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

The Employer shall not discipline without just cause.

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

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

13:04 The Chair or Designated Authority of the employing Department shall be the sole Department authority responsible for issuing discipline. The Chair or designate may take into account, when setting a reasonable time for improvement, the discussions that have taken place between the supervisor and the employee on this matter.

13:05 If the investigation and/or meeting does not result in disciplinary action, including an oral or written warning, then all record of the matter and the interview will be destroyed. For clarity, the foregoing shall not apply to letters of coaching, expectations, and/or instruction which are deemed to be non-disciplinary in nature. The Employer will remove warnings and reprimands in an employee's personnel file after thirty-six (36) months or four (4) terms of active employment following the term in which the disciplinary action was administered, whichever comes first, unless the employee has a subsequent warning for an offence during that period.

13:06 Nothing in this Article shall be construed in such a manner as to prevent the normal discussion between supervisors and employees concerning standards, expectations, or performance of work. The supervisor may investigate, identify, and comment on unacceptable or unsatisfactory acts or omissions and set a reasonable time in which to correct the problem. See also Article 19: Employee Evaluation and Records.

## **ARTICLE 14: GRIEVANCE PROCEDURE**

### **DEFINITION**

14:01

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

### **HIRING GRIEVANCES**

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

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

### **STATEMENT OF GRIEVANCE**

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

### **COPY TO HUMAN RESOURCES**

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

### **TIME LIMITS - GRIEVANCE PROCEDURE**

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



## COMPLAINT STAGE (OPTIONAL)

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

## INDIVIDUAL GRIEVANCES – SINGLE DEPARTMENT FACULTIES

14:07 **Step 1:** If an employee has a grievance, the employee shall within forty (40) working days after the occurrence of the matter present a written grievance to the Dean or designate of the Faculty. The Dean or designate of the Faculty will give a written decision to the employee and the employee's Steward or other designated Union representative within ten (10) working days of receipt of the grievance at Step 1.

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

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

## INDIVIDUAL GRIEVANCES – MULTI-DEPARTMENT FACULTIES

14:08 **Step 1:** If an employee has a grievance, the employee shall within forty (40) working days after the occurrence of the matter present a written grievance to the Chair or designate of the Department. The Chair or designate of the Department will give a written decision to the employee and the employee's Steward or other designated Union representative within ten (10) working days of receipt of the grievance at Step 1.

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

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

Human Resources & Equity or designate will give a written decision to the Chair or Grievance Officer of the Union within ten (10) working days after receipt of the grievance at Step 3.

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

### **GROUP GRIEVANCE**

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

### **POLICY GRIEVANCE**

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

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

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

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

### **SUSPENSION OR DISCHARGE GRIEVANCE – SINGLE DEPARTMENT FACULTIES**

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

## **SUSPENSION OR DISCHARGE GRIEVANCE – MULTI -DEPARTMENT FACULTIES**

14:12 In the case of an employee who has been suspended or discharged, the employee may submit a grievance, in writing, signed by the employee, at Step 2 of the Grievance Procedure, within five (5) working days after the employee's suspension or discharge. The Dean or designate at Step 2 shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the Employer in writing within a further period of five (5) working days that it intends to proceed to Step 3 of the Grievance Procedure. The Vice-President, Human Resources & Equity or designate shall meet with the Chair of the Union and the Grievance Officer within a period of five (5) working days after receipt of the written grievance at Step 3. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the Employer, in writing, within a further period of fifteen (15) working days that it intends to proceed to arbitration pursuant to Article 15 of this Collective Agreement.

## **ARTICLE 15: ARBITRATION**

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

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

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

Larry Steinberg  
 Jim Hayes  
 Jasbir Parmar  
 Deborah Leighton  
 Russell Goodfellow  
 William Kaplan

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

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

15:03 An arbitrator shall not have the authority to make any decision which is inconsistent with the terms of the Agreement nor to add to or amend any of the terms of the Agreement. The jurisdiction of the arbitrator shall be confined to the issue in dispute. The decision of the arbitrator shall be final and binding upon the parties.

15:04 In the event that an arbitrator deals with a matter relating to discharge, suspension or disciplinary action, then the arbitrator has the authority to reinstate an employee with or without

compensation for wages and any other benefits lost, or to make any other award he/she may deem just and reasonable which would be consistent with the terms of the Agreement.

- 15:05 The parties shall jointly and equally bear the fees and expenses of the arbitrator.
- 15:06 Either party may request the establishment of a board of arbitration in respect of any grievance submitted for arbitration. In such a case, the parties shall each appoint a nominee to the board of arbitration and the chairperson of the board of arbitration will be one of the arbitrators set out in Article 15:02 above or such other chairperson as the two nominees appointed by the parties otherwise agree. Each party shall bear the fees and expenses of its own nominee to an arbitration board, and the parties shall jointly and equally bear the fees and expenses of the Chairperson. The provisions of Articles 15:01, 15:03, 15:04, 15:07, and 15:08 apply to a board of arbitration. The decision shall be unanimous or one reached by the majority of the members of the board; provided, however, that if there is no majority decision of the board then the decision of the Chairperson shall constitute the final and binding decision of the board.
- 15:07 Saturdays, Sundays and University holidays will not be counted in determining the time within which action is to be taken or completed under the Grievance Procedure.
- 15:08 Time limits set forth in this article may be extended by mutual agreement in writing between the parties hereto.

## **ARTICLE 16: APPOINTMENTS**

### **JOB POSTING**

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

In the event that a Department has not met the deadlines prescribed above, email notification of any late postings shall be provided to the Union and on the Department website stipulating the anticipated date on which postings will be available.

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

Each job posting shall indicate:

- 1) the title and number of courses where positions are expected to be available;
- 2) an estimate of the number of positions available;

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

All postings shall include the following statement: "This job is posted in accordance with the CUPE 3902 Unit 1 Collective Agreement." It is understood that some announcements of vacancies are tentative, pending final course determinations and enrolment.

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

## **DEPARTMENTAL HIRING POLICIES**

16:02

- (a) Departmental hiring policies, copies of which have been supplied to the Union, do not form part of this Collective Agreement, and are therefore not subject to the grievance and arbitration procedures of the Collective Agreement (Articles 14 and 15), however an alleged failure to provide such statements would be subject to the grievance and arbitration process. Statements will include procedural information and interpretative guidelines that the Department follows in the posting of notices and awarding of appointments under this Collective Agreement with specific reference to operationalizing the hiring criteria as per Article 16:03 of this Collective Agreement, and in reference to the University's graduate student funding policy statement. Such statements shall also include procedural information that the Department follows in giving due consideration to subsequent appointment holder preferences as per Article 16:06 (5). In the event that a Department alters its written policy, the Employer shall supply the Union with a copy of such alteration. The University agrees that Departmental hiring policies shall, with respect to the University's graduate student funding policy, reflect the normal practice in the

Department, including planned variation of hours of bargaining unit work according to year in programme.

- (b) In the case of Graduate Centers and Institutes, where bargaining unit work is normally outside the department of registration, the amount of bargaining unit work to be included in the funding package will be determined by the department of registration in compliance with its policy statement provided under this article regarding composition of packages.

## **HIRING CRITERIA**

16:03

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

Hiring criteria shall be: academic qualifications, demonstrable suitability for the position, the University's need to support excellent students in pursuing graduate studies with the hiring Department or a Graduate Centre or Institute, enrolment in a recognized graduate program of study in the hiring Department or a Graduate Centre or Institute, financial need, the need to acquire experience, previous experience, teaching ability, and, for continuing students, previous satisfactory employment under the provisions of this collective agreement.

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

This article shall not be used to prevent a Department from appointing a senior doctoral student to teach as a sole responsibility instructor if he/she has not already taught as a sole responsibility instructor.

## **ASSISTANT INVIGILATORS**

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

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

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

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

## NOTICE OF APPOINTMENT

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

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

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

## SUBSEQUENT APPOINTMENTS

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

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

(1.b) For Departments offering courses on a term or sessional basis, the first appointment extended to an SGS II Masters student (full-time students enrolled in the third or greater year of a Masters' program are eligible to receive the SGS II rate of pay) enrolled in the School of Graduate Studies of the University of Toronto shall consist of an initial appointment not to exceed one (1) academic session in length and, in a subsequent academic session, a second appointment which shall also not exceed one (1) academic session in length. Part-time students shall be considered SGS II students only once they have completed the equivalent of two (2) full-time years of study.

(1.c) Where an employee is employed in more than one (1) Department, only the employing Department in which the employee had the greater(est) number of hours shall be required to provide a contractually obligated subsequent appointment.

(1.d) Employees who transfer from a Masters' to a Ph.D program during the term of their appointment will be treated as Masters students for the purposes of 16:06.

(2) ***Timing of the Subsequent Appointment(s):*** Where an employee's first appointment is in a Winter academic session, the employee's subsequent appointments shall normally occur in consecutive Winter sessions immediately subsequent to the academic session in which the employee was employed on his/her initial appointment. Where an employee's first appointment is in a Summer academic session, the employee's subsequent appointments shall normally be in consecutive Summer academic sessions immediately subsequent to the academic session in which the employee was employed on his/her initial appointment. Once during the course of an employee's employment in the bargaining unit, an employee shall have the right to defer a subsequent appointment. Upon written request of the employee, additional variation in the consecutive nature of the academic sessions in which an employee is appointed to subsequent appointments (i.e., delaying an appointment to a non-consecutive academic session) may be granted at the sole discretion of the employing Department.

- (3) ***Nature of the Subsequent Appointment(s)***: Shall be determined by the employing Department and conveyed to the employee as soon as possible.
- (4) ***Allocation of Hours of the Subsequent Appointment(s)***: Hours for the second, third, fourth, fifth, and sixth contractually obligated subsequent appointments shall be:
- i. at least equal to the total number of hours of the initial appointment, or the second appointment, if greater, within the hiring Department in which the employee had the larger(est) initial appointment up to a maximum of one (1) regular appointment, as defined in Article 16:07; additional hours, if any, worked in any other Department are not included in determining the minimum obligation for hours of subsequent appointment(s).
  - ii. for employees with at least thirty-five (35) hours in the initial or second appointment, a minimum of fifty (50) hours in total per remaining subsequent appointments
- (5) ***Notice of the Subsequent Appointment(s)***: No later than April 30th for the Winter session, or January 15th for the Summer session, the employing Department shall request, in writing, confirmation of the employee's intention to take up his/her next contractually obligated subsequent appointment in that session and, if the individual does intend to take up such appointment, to indicate his/her preferred subject area and preferred campus location. An employee commencing either the fifth or sixth subsequent appointment shall have the one-time-only right to continue as a teaching assistant in the course in which he/she was employed in the previous year. The employing Department will give these preferences due consideration in assigning the appointment. The employee's written response must be received by the employing Department within twenty (20) working days of the date of the Department's request.
- (6) ***Cancellation of the Subsequent Appointment(s)***: Where a subsequent appointment is cancelled for any reason, including unsatisfactory performance of duties in a previous appointment, the affected individual may file a grievance under Article 14:07 within forty (40) working days of receipt of notice that the appointment is cancelled. All correspondence flowing from this Article shall be transmitted by hand or by registered mail.
- (7) The provisions of Article 16:01 and 16:03 shall not apply to a contractually obligated subsequent appointment.
- (8) ***Exemption***: No subsequent appointment is owed to an individual should he or she withdraw from, transfer from, or otherwise cease his or her program of graduate studies at the University of Toronto. If an individual registered in the hiring Department transfers his or her registration to another graduate Department of the University of Toronto, the obligation to provide any remaining subsequent appointments under this article shall be moved from the hiring Department and assumed by the new Department of registration.
- (9) ***Exemption***: Where an employee has been appointed to teach under this Collective Agreement a course regularly taught by a faculty member who will not teach the course during that session, Article 16:06(1) will not be applicable. Such an appointment shall not be counted as a subsequent appointment.
- (10) ***Exemption: The School of Continuing Studies***: No obligation to provide (a) subsequent appointment(s) shall arise from any appointment at the School of Continuing Studies.



- (11) None of the above constitutes any kind of a limit on the number of appointments to which a graduate student may be appointed.

## **HOURS OF WORK**

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

## **JOB DESCRIPTIONS**

16:08

- (a) Within fifteen (15) working days after a position is offered, the supervisor shall provide the candidate with a written description of the position including the nature of the duties and the number of hours required to complete the said duties. Such descriptions shall be completed on a Description of Duties and Allocation of Hours form hereto attached in accordance with the Job Description Guidelines (Appendix A). The Designated Authority of the employing Department shall sign the job description for each employee in the Department. It is agreed that a prospective employee shall not be required to accept a position prior to receipt of a written description of the position. An employee's signature on his/her description signifies only that he/she has received and reviewed his/her duties.
- (b) Within one (1) month of the commencement of each academic term, the Designated Authority of the employing Department shall provide to the Union a list of the names of all employees appointed in the Department in that term, which the employees have initialled to confirm receipt of their job descriptions. The list shall include the course number and the number of hours assigned to each employee.

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

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

## **DUTIES**

16:09

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

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

#### **DUTIES - CHIEF PRESIDING OFFICER**

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

#### **DUTIES - INVIGILATOR, SERVICES TO PERSONS WITH A DISABILITY**

- (c) Duties of the Invigilators, Services to Persons with a Disability, shall include responsibility for the security, confidentiality, administration, and supervision of tests and examinations taken by persons who write under the supervision of the Offices of Accessibility Services, AccessAbility Services (UTSC), or AccessAbility Resource Centre (UTM).

#### **DUTIES – ASSISTANT INVIGILATORS**

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

#### **DUTIES – PEER ASSISTANTS**

- (e) Duties to be discussed at the Labour Management Committee commencing within sixty (60) calendar days of ratification and defined by mutual written agreement thereafter. Until such time as the parties are agreed on the definition of duties, the University will not appoint Peer Assistants.

#### **ALTERATIONS DURING THE TERM OF EMPLOYMENT**

16:10 During the term of employment, the supervisor shall have the right to reallocate time applied to the duties and substitute or revise duties without changing the total number of hours or significantly altering the nature of the duties. With the express written agreement of the employee, the Chair or Designated Authority may increase the total number of hours of work as set out on his/her job description. Before implementing such changes, the supervisor shall discuss the changes and the reasons therefor with the employee, and shall provide the employee with a copy of his/her revised job description.

#### **REVIEW OF ASSIGNED HOURS**

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

The supervisor shall be responsible for scheduling a meeting with employees at least once per appointment, individually or as a group, at or around the mid-point of their appointments, for the purpose of conducting a review of each employee's job description, and ensuring that employees'

hours of work as set out in their job descriptions continue to be appropriate. For Winter Session courses, this mid-course meeting shall be held no later than November 15<sup>th</sup> for "F" courses, January 31<sup>st</sup> for "Y" courses, and March 1<sup>st</sup> for "S" courses. For Summer Session courses, the meeting shall be held no later than May 31<sup>st</sup> for May-June courses, July 31<sup>st</sup> for July-August courses, and July 1<sup>st</sup> for May-August courses. Following this meeting, the supervisor, with approval of the Chair, shall inform the employee of any revisions to the employee's Description of Duties and Allocation of Hours form, and shall give a copy to the employee.

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

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

## **WORKLOAD REVIEW**

16:12

- (a) Where an employee has any reason to believe that he/she may be unable to perform the duties specified in the job description within the hours specified thereon (either the total hours or the hours applicable to a section thereof), the employee shall deliver a Workload Review Form (Appendix B) to the employee's supervisor without delay. A discussion is encouraged, but in any event, the supervisor shall respond within five (5) working days of receipt of the form by returning the form to the employee. The supervisor shall meet with the employee within an additional five (5) working days to discuss the supervisor's response. If no agreement can be reached, the employee may file an individual grievance commencing at Step 1 of the Grievance Procedure (Article 14). In the event the grievance is not settled and proceeds to arbitration, the arbitration board or sole arbitrator may award payment for additional hours worked, provided, however, that no such payment may be awarded where the additional hours resulted from the employee's choice of approach to the employee's duties, and/or where the additional hours were worked prior to the employee's delivery of the Workload Review Form to the employee's supervisor.
- (b) Section 16:12(a) does not apply to Course Instructors. Nevertheless, a Course Instructor who feels that the workload in the course exceeds that of a comparable course in the same Department (or exceeds four hundred and sixty (460) hours for a full course, or two hundred and thirty (230) hours for a half course) shall raise this matter with his/her supervisor without undue delay. The supervisor shall discuss this matter with the Course Instructor and shall make every reasonable attempt to reach agreement on workload issues.

## **NO LAYOFFS**

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

## **ARTICLE 17: TRAINING**

### **EMPLOYMENT TRAINING**

17:01

- (a) The first appointment of an employee shall include mandatory participation in a training program of a minimum of three (3) hours as established by the Department; employees required to supervise students in a laboratory setting shall receive safety training appropriate to ensuring the safe operation of a laboratory of students. Teaching assistants shall be paid for participation in such training in accordance with Article 26:01 (Salaries).
- (b) Where teaching assistants holding a second or later appointment are required to participate in training programs established by the Department, they shall be paid for their participation in accordance with Article 26:01 (Salaries). Teaching assistants holding a second or later appointment of at least thirty-five (35) hours may, during the course of each such appointment or immediately prior to commencing such an appointment, identify up to three (3) hours of training relevant to their current assignments, and submit a request for training to their supervisors, describing the nature of the training sought. If approved, such teaching assistants may attend and be paid for attending such training. The supervisor may request proof of attendance at the training session in order to authorize payment.
- (c) Where a Department or group of Departments organizes an employee training or orientation program in which first appointment teaching assistants are required to participate, the Department Steward or other Union Representative shall be entitled to attend, and will have the right to speak to the employees for a period of twenty-five (25) minutes. The Steward or other Union Representative shall not be paid for attendance. The Department will notify the Union at least two (2) weeks in advance of the session. Once per academic year, the University will notify Departments in writing of their notification obligation. Where the TATP is delivering a training or orientation session on behalf of a department or group of departments, in which first appointment teaching assistants are required to participate, the TATP shall notify the Union by providing a schedule of said sessions. Unless otherwise stated, it shall be understood that the Union is invited to each of these TATP-run sessions and shall have the last twenty-five (25) minutes of the agenda at each session.

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

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

### **TEACHING ASSISTANT TRAINING PROGRAMME**

- 17:02 The purpose of the University's Teaching Assistant Training Programme for members of this bargaining unit is to enhance the quality of education of undergraduates who are served by members of the bargaining unit. The programme is staffed by experienced teaching assistants who provide guidance, advice, coaching, consultation, and training, mainly on an individual basis, to teaching assistants as aids in carrying out their assigned duties. The services of the programme are intended to supplement rather than replace training programmes required by and offered through hiring Departments. Persons employed with the Teaching Assistant Training

Programme may, if requested, provide advice to Departments in establishing or modifying their existing training and orientation programmes. The Employer shall from time to time name a Designated Authority responsible for this programme and communicate this appointment to the Union.

- 17:03 Bargaining unit members who seek assistance from the Teaching Assistant Training Programme do so on a voluntary (unpaid) basis. However, Departments that require employees to seek assistance from the Teaching Assistant Training Programme shall specify the requirement, including the number of hours, in writing, and shall allocate such hours as paid time. Employees may use the programme in order to seek additional training as per Article 17:01(b).
- 17:04 The Teaching Assistant Training Programme shall be staffed by at least four (4) members of the bargaining unit (designated teaching fellows) for Winter sessions, each holding an appointment of two hundred and eighty (280) hours, as required, to fulfill programme needs as determined by the Designated Authority of the programme. If the programme requires work from the teaching fellows in the Summer session, in order to prepare for the Winter session, the Designated Authority shall have the right to assign additional hours to an existing or prospective teaching fellow.

## **ARTICLE 18: COURSE INSTRUCTORS**

- 18:01 Unit 1 Course Instructors shall receive the same TA support as other current instructors in the undergraduate teaching unit in which the work is performed.
- 18:02 First time Unit 1 Course Instructors shall receive six (6) hours of training paid at the SGSII rate. Training may include matters such as course organization; teaching skills; supervision of teaching assistants; in-class conflict resolution & safety; procedures for addressing academic integrity; Blackboard and any other technology required for the performance of their assigned duties.
- 18:03 Course Instructors shall be remunerated for additional work required to be performed arising directly out of an appointment under this Collective Agreement and which is required to take place following the normal ending date of the appointment, including marking deferred examinations or assignments or providing information regarding allegations of academic offences by student(s) to disciplinary reviews, hearings or tribunals. Remuneration will be on an hourly basis at the SGSII rate for no less than one (1) hour, with the hours to be determined and agreed upon by the employee and her/his supervisor in advance of the hours being worked, based on divisional practices and with the approval of the Department Chair. In the event that the additional work in regard to academic offences exceeds the agreed-upon hours due to unforeseen circumstances, the employee and the Chair shall, by mutual agreement, revise the allocation of hours accordingly.
- 18:04 Each hiring unit shall provide a resource sheet to each Course Instructor together with the letter of offer. This sheet shall include information concerning teaching resources and procedures within the hiring unit including, but not necessarily limited to: ordering of books, expensing of printing/photocopying and other costs incurred in teaching, booking of rooms, booking of additional classroom and equipment media, and gaining access to technical support. This resource sheet should be reviewed annually and updated as necessary.

## **ARTICLE 19: EMPLOYEE EVALUATION AND RECORDS**

- 19:01 The Employer and the Union agree that the purposes of performance evaluations are to improve the quality of the employee's work by assisting the employee to develop his/her skills, to provide the employee with constructive feedback on his/her performance and to provide a written record

of that performance. Such constructive feedback may include referring the employee to relevant existing University resources.

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

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

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

For Course Instructors only, where a classroom visit is an integral part of the performance evaluation, advance notice of such a visit shall be provided to the Course Instructor.

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

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

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

## **STUDENT EVALUATIONS**

- 19:03 Student evaluations, whether conducted by the Department or by a student organization or by any other means, shall not be admissible as the sole evidence of unsatisfactory performance in either the discipline procedure or in arbitration. Departments may make use of student evaluations as an element in the Department's method for assessing work performance.

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

## **EMPLOYMENT FILE**

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

- 19:06 An employment file shall be available within the Department for use in making decisions relating to employment by the Employer but no documents contained therein shall be released physically or orally outside the Department without the employee's (or former employee's) prior consent in writing.
- 19:07 An employee who applies for a position in a Department other than that of previous employment shall be deemed to have given prior consent to the release of the employee's employment file to the Department to which application has been made, and to its transfer to that Department should employment be accepted in it.
- 19:08 An employee, or former employee within two (2) years from the termination of last employment or from last enrolment in the University, whichever is later, may inspect the employee's, or former employee's, employment file on request. The Employer shall provide the employee, or former employee, copies of any document contained in the employment file upon request. Examination of the employment file may be made after the employee or former employee gives notice of the desire to do so, and under the conditions which the Department deems appropriate to ensure the security of the file. An employee or former employee shall have the right to respond in writing to any document contained therein. Such reply shall be included in the employment file.

## **ARTICLE 20: LEAVES OF ABSENCE**

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

### **SHORT TERM LEAVE**

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

### ***Union Conventions and Seminars***

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

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

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

## ***Absence from Work for Union Business***

### ***Negotiations***

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

### ***Grievances and other Union Business***

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

## **UNION LEAVE**

20:02 An employee who is appointed, selected or elected to work for the Union (including the CUPE National and/or any labour bodies to which the Union is affiliated) shall at the written request of the Union receive a temporary leave of absence for a period not to exceed eight (8) months, or the term of office, whichever is shorter. Employees on such leaves of absence will continue to be paid by the Employer, but the Union shall reimburse the Employer for such wages and benefit payments upon receipt of a statement of the amount owing. The provisions of Article 16:01 (Job Posting), 16:05 (Notice of Appointment), 16:06 (Subsequent Appointments), 16:08 (Job Descriptions), and 16:13 (No Layoffs) shall not apply to replacements arranged by the Employer resulting from employee absences because of union leave.

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

## **PREGNANCY LEAVE**

20:04

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



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

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

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

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

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

A) Leaves of two (2) months or less shall not result in an interruption of regular monthly instalments. Leaves longer than two (2) months shall be without pay for the period which exceeds the first two (2) months of such leave.

OR

B) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit, a supplementary benefit will be provided. The University will pay the employee ninety-five (95) percent of regular pay during the two (2) week waiting period for Employment Insurance benefits, and, for the next fifteen (15) weeks, or until the end of the appointment (whichever comes first) will pay the difference between Employment Insurance benefits and ninety-five (95) percent of the actual salary which she was receiving on the last day worked prior to the commencement of the pregnancy leave, provided that the employee applies for and receives Employment Insurance benefits.

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

## **PARENTAL LEAVE/ADOPTION LEAVE**

20:05 An employee who has been appointed for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence of up to thirty-five (35) weeks following (a) the birth of the child; or (b) the coming of the child into the custody, care, and control of a parent for the first time. An employee who has not taken pregnancy leave is entitled to a leave of absence of up to thirty-seven (37) weeks.

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

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

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

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

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

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

(a) Leaves of one (1) month or less during the term of an appointment shall not result in an interruption of regular monthly instalments. Leaves longer than one (1) month during the term of the appointment shall be without pay for the period which exceeds the first month of such leave. No payment will be made which exceeds the end of the term of employment.

OR

(b) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit, a supplementary benefit will be provided. The University will pay the employee ninety-five (95) percent of regular pay during the two (2) week waiting period for Employment Insurance benefits, and, for the next eight (8) weeks, or until the end of the appointment (whichever comes first) will pay the difference between Employment Insurance benefits and ninety-five (95) percent of the actual salary which she/he was receiving on the last day worked prior to the commencement of the parental leave, provided that the employee applies for and receives Employment Insurance benefits.

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

### **NON-BIRTH PARENT LEAVE**

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

### **BEREAVEMENT LEAVE**

20:08 In the event of a death in the immediate family, an employee who holds a position which involves contact hours shall be entitled, upon request in advance, if possible, to up to three (3) consecutive days leave from scheduled contact hours per session without loss of pay. If extensive travel is required, the employee may be permitted up to five (5) consecutive days leave from scheduled contact hours per session without loss of pay. The provisions of Articles 16:01,

16:05, 16:08, and 16:13 shall not apply to replacements arranged by the Employer resulting from employee absences because of a death in the immediate family.

### **COMPASSIONATE LEAVE**

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

### **JURY DUTY LEAVE**

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

### **SICK LEAVE**

20:11

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

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

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

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

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

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

### ***Gender Reassignment Surgery Leave***

20:12 An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical procedure(s) related to a physical change from one gender to another shall be granted up to two (2) months of paid gender reassignment surgery leave at the regular rate of pay during the period of his/her appointment.

### **ARTICLE 21: HOLIDAYS**

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

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

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

### **ARTICLE 22: CANCELLATION OF HOURS**

22:01 Where an employee's working hours are scheduled on a day-to-day or week-to-week basis, he/she shall be paid for the full amount of any scheduled contact hours cancelled with fewer than twenty-four (24) hours' notice, and for half the amount of any scheduled contact hours cancelled with fewer than five (5) working days' notice. For the purpose of this clause, where the means of "notice" to the employee is to leave a message on his/her answering machine, the hours between 9:00 a.m. and 5:00 p.m. of the day on which the message is left shall not count as part of the twenty-four (24) hours.

### **ARTICLE 23: UNDERGRADUATE STEWARDS**

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

### **ARTICLE 24: CONFLICTS WITH CENTRAL ADMINISTRATIVE DEADLINES**

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

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

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

24:02 Where a centralized administrative deadline for the completion of grading falls within a period of three (3) calendar days immediately prior to or three (3) days immediately following a School of Graduate Studies (SGS) dissertation or thesis defence, and one (1) comprehensive examination or equivalent (as defined by the graduate department in which the employee is enrolled as a graduate student) and where the conflict cannot otherwise be resolved, the appropriate graduate director shall make a reasonable decision in consultation with the employee and/or his/her academic supervisor.

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

## **ARTICLE 25: Financial Assistance Fund**

25:01 The University agrees to pay to the Union by 15 May of each contract year, the amount of \$1,050,000.00 for the continuation of a Financial Assistance Fund to be administered by the Union. The Fund shall be used for the sole purpose of providing financial assistance on an objective basis to employees in the bargaining unit.

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

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

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

## **ARTICLE 26: SALARIES**

26:01 **Effective January 1, 2015**, the salary for all employees holding regular appointments shall be as follows:

- (a) Undergraduates (UG) - \$ 11,833.56 per session (\$ 42.26 per hour).
- (b) Graduate Students who have not completed at least two (2) years of full-time graduate study and who do not have a Master's degree (or the equivalent) in the discipline or students in a second-entry program (i.e., who already have a Bachelor's degree) (SGS I) - \$11,833.56 per session (\$ 42.26 per hour).

- (c) Graduate Students in a doctoral program or those who have completed at least two (2) years of full-time graduate study or who have a Master's degree (or the equivalent) in the discipline (SGS II), and Post Doctoral Fellows (PDF) - \$11,833.56 per session (\$42.26per hour).
- (d) Course Instructor -- \$14,300.45for a full ("Y") course (including vacation pay). (\$13,750.43excluding vacation pay)
- (e) Chief Presiding Officers (as defined) - \$27.84 per hour.
- (f) Assistant Invigilators (see Article 16:04) - \$27.84 per hour.
- (g) Invigilators, Services to Persons with a Disability - \$37.00 per hour.
- (h) Peer Assistants (see Article 16:09(e)) – \$36.44 per hour.

**Effective May 1, 2015**, the salary for all employees holding regular appointments shall be as follows:

- (a) Undergraduates (UG) - \$11,892.72 per session (\$42.47 per hour).
- (b) Graduate Students who have not completed at least two (2) years of full-time graduate study and who do not have a Master's degree (or the equivalent) in the discipline or students in a second-entry program (i.e., who already have a Bachelor's degree) (SGS I) - \$ 11,892.72 per session (\$ 42.47 per hour).
- (c) Graduate Students in a doctoral program or those who have completed at least two (2) years of full-time graduate study or who have a Master's degree (or the equivalent) in the discipline (SGS II), and Post Doctoral Fellows (PDF) - \$ 11,892.72 per session (\$ 42.47 per hour).
- (d) Course Instructor – \$14,371.95for a full ("Y") course (including vacation pay). (\$13,819.18 excluding vacation pay)
- (e) Chief Presiding Officers (as defined) - \$ 27.98 per hour.
- (f) Assistant Invigilators (see Article 16:04) - \$ 27.98 per hour.
- (g) Invigilators, Services to Persons with a Disability - \$ 37.19 per hour.
- (h) Peer Assistants (see Article 16:09(e)) – \$36.63 per hour.

**Effective January 1, 2016**, the salary for all employees holding regular appointments shall be as follows:

- (a) Undergraduates (UG) - \$11,951.89 per session (\$42.69 per hour).
- (b) Graduate Students who have not completed at least two (2) years of full-time graduate study and who do not have a Master's degree (or the equivalent) in the discipline or students in a second-entry program (i.e., who already have a Bachelor's degree) (SGS I) - \$11,951.89 per session (\$42.69 per hour).
- (c) Graduate Students in a doctoral program or those who have completed at least two (2) years of full-time graduate study or who have a Master's degree (or the equivalent) in the discipline (SGS II), and Post Doctoral Fellows (PDF) - \$11,951.89 per session (\$42.69 per hour).

- (d) Course Instructor -- \$ 14,443.45 for a full ("Y") course (including vacation pay). (\$13,887.94 excluding vacation pay)
- (e) Chief Presiding Officers (as defined) - \$ 28.12 per hour.
- (f) Assistant Invigilators (see Article 16:04) - \$ 28.12 per hour.
- (g) Invigilators, Services to Persons with a Disability - \$ 37.37 per hour.
- (h) Peer Assistants (see Article 16:09(e)) - \$36.81 per hour.

**Effective May 1, 2016**, the salary for all employees holding regular appointments shall be as follows:

- (a) Undergraduates (UG) - \$ 12,011.65 per session (\$ 42.90 per hour).
- (b) Graduate Students who have not completed at least two (2) years of full-time graduate study and who do not have a Master's degree (or the equivalent) in the discipline or students in a second-entry program (i.e., who already have a Bachelor's degree) (SGS I) - \$ 12,011.65 per session (\$ 42.90 per hour).
- (c) Graduate Students in a doctoral program or those who have completed at least two (2) years of full-time graduate study or who have a Master's degree (or the equivalent) in the discipline (SGS II), and Post Doctoral Fellows (PDF) - \$12,011.65 per session (\$ 42.90 per hour).
- (d) Course Instructor -- \$ 14,515.67 for a full ("Y") course (including vacation pay). (\$ 13,957.38 excluding vacation pay)
- (e) Chief Presiding Officers (as defined) - \$ 28.26 per hour.
- (f) Assistant Invigilators (see Article 16:04) - \$ 28.26 per hour.
- (g) Invigilators, Services to Persons with a Disability - \$ 37.56 per hour.
- (h) Peer Assistants (see Article 16:09(e)) - \$36.99 per hour.

**Effective January 1, 2017**, the salary for all employees holding regular appointments shall be as follows:

- (a) Undergraduates (UG) - \$ 12,101.29 per session (\$ 43.22 per hour).
- (b) Graduate Students who have not completed at least two (2) years of full-time graduate study and who do not have a Master's degree (or the equivalent) in the discipline or students in a second-entry program (i.e., who already have a Bachelor's degree) (SGS I) - \$ 12,101.29 per session (\$ 43.22 per hour).
- (c) Graduate Students in a doctoral program or those who have completed at least two (2) years of full-time graduate study or who have a Master's degree (or the equivalent) in the discipline (SGS II), and Post Doctoral Fellows (PDF) - \$ 12,101.29 per session (\$ 43.22 per hour).
- (d) Course Instructor -- \* \$ 14,624.00 for a full ("Y") course (including vacation pay). (\$ 14,061.54 excluding vacation pay)

- (e) Chief Presiding Officers (as defined) - \$ 28.47 per hour.
- (f) Assistant Invigilators (see Article 16:04) - \$ 28.47 per hour.
- (g) Invigilators, Services to Persons with a Disability - \$37.84 per hour.
- (h) Peer Assistants (see Article 16:09(e)) - \$37.27 per hour.

**Effective May 1, 2017**, the salary for all employees holding regular appointments shall be as follows:

- (a) Undergraduates (UG) - \$ 12,222.30 per session (\$ 43.65 per hour).
  - (b) Graduate Students who have not completed at least two (2) years of full-time graduate study and who do not have a Master's degree (or the equivalent) in the discipline or students in a second-entry program (i.e., who already have a Bachelor's degree) (SGS I) - \$ 12,222.30 per session (\$ 43.65 per hour).
  - (c) Graduate Students in a doctoral program or those who have completed at least two (2) years of full-time graduate study or who have a Master's degree (or the equivalent) in the discipline (SGS II), and Post Doctoral Fellows (PDF) - \$ 12,222.30 per session (\$ 43.65 per hour).
  - (d) Course Instructor -- \* \$ 14,770.24 for a full ("Y") course (including vacation pay). (\$ 14,202.15 excluding vacation pay)
  - (e) Chief Presiding Officers (as defined) - \$ 28.76 per hour.
  - (f) Assistant Invigilators (see Article 16:04) - \$ 28.76 per hour.
  - (g) Invigilators, Services to Persons with a Disability - \$38.22 per hour.
  - (h) Peer Assistants (see Article 16:09(e)) - \$37.64 per hour.
- 26:02 Graduate students who transfer from a Master's to a Ph.D program during the term of their appointment shall be paid at the SGS II rate beginning the date the transfer takes effect.
- 26:03 Employees appointed to positions in the School of Continuing Studies shall be paid as per Article 26:01 above, or at the "community" rate set by the School, whichever is higher. The Union shall be informed of the names and pay rates of all members being paid the "community" rate within fifteen (15) working days of the date on which the member is offered the position. In addition, members being paid the "community" rate shall have their hours for EI purposes calculated as per the Letter of Intent concerning instructors.
- 26:04 No employee shall suffer a reduction in pay as a result of this Agreement.
- 26:05 In addition to the above rates, all employees (excluding Course Instructors) shall be entitled to an additional 4% of salary as vacation pay.
- 26:06 A regular appointment shall be for one academic session. Fractional appointments shall be paid on an hourly basis (See Articles 16:03, 16:07).
- 26:07 Salaries will be paid in equal monthly instalments over the period of the appointment of the employee. By prior arrangement mutually acceptable to the Employer and the employee, payments may be made in equal monthly instalments over a time period greater than the period



of appointment. With each payment each employee shall be provided with a statement of all deductions therefrom.

- 26:08 Vacation pay shall be paid on a monthly basis.
- 26:09 The parties agree that once an offer of work has been made to and accepted by an employee, there shall be no reduction in the hours of work for that appointment, nor a reduction in monies from other sources, as a result of the employee's obtaining additional work elsewhere. When the additional work continues to be offered to the employee in subsequent years and is work covered by this bargaining unit, and is in a department other than the employee's department of registration (which is the Department responsible for the employee's funding package), the parties agree that these protections will continue into the future.
- 26:10 The parties agree that any increase in the wage rates negotiated by the parties shall not be offset by monies from other sources in subsequent sessions, all other things being equal.
- 26:11 The parties agree that any increase in the wage rates negotiated by the parties shall represent an increase in the total earnings of an employee for that session.

## **ARTICLE 27: GENERAL**

- 27:01 The Employer recognizes the need for the Union local to have a central location for files and normal office equipment for the purpose of conducting business with the University. Accordingly, office space sufficient to these tasks as calculated using the University's standard space assessment rubric will be provided rent free to the Canadian Union of Public Employees, Local 3902, in accordance with the following conditions:
- (a) This privilege may be withdrawn if the local Union uses or allows the office space to be used for purposes other than set out in this Article of the Collective Agreement.
  - (b) The Union will occupy the space in a manner consistent with the rules and regulations in the lease between the Landlord and the University of Toronto.
  - (c) The space allocation is subject to change if it is required by the Employer. In this event, alternate accommodation will be found. Unless a situation arises which is beyond the control of the Employer, the Employer will give no fewer than three (3) calendar months' notice that the Union will be required to change offices.
  - (d) The Employer will provide cleaning service and campus mail service at no cost to the Union.
  - (e) The Employer will make available University recycling services to the Union.

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

## **BULLETIN BOARDS**

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

**OFFICE FACILITIES**

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

**MAILBOXES**

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

**BOOKS AND MATERIALS**

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

**INTER-CAMPUS TRAVEL REIMBURSEMENT**

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

**LETTERS OF INTENT**

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

**INTERNET ACCESS**

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

**ARTICLE 28: HEALTH AND SAFETY**

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

The Union shall have the right to elect or appoint employees to safety committees in areas where they perform duties.

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

28:03

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

## **ARTICLE 29: DEFINITIONS**

### **WORKING DAY**

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

### **DEPARTMENT**

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

### **SUPERVISOR**

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

### **ACADEMIC SESSION**

29:04 The term "academic session," as used in this Collective Agreement, refers to that period of time which begins with undergraduate registration (usually in September) and continues through to the last day for completion of marking of final examinations (usually in May); or that period of time which begins with undergraduate registration (usually in May) and continues through to the last day of completion of marking of final examinations (usually in August). Each academic session consists of two terms; in the Winter session, the "Fall term" (September to December), and the "Spring term" (January to May). The dates applicable to a given employee will be those appropriate to the particular Department in which the employee is employed.

**ACADEMIC YEAR**

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

**IMMEDIATE FAMILY**

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

**COURSE INSTRUCTORS**

29:07 In this Agreement, "Course Instructor" means an employee who teaches a course or section of a course and includes sole-responsibility instructors. Where the Course Instructor works as part of an instructional team under the direction of a Course Co-ordinator, the Course Co-ordinator shall be the supervisor of the employee as per Article 29:03.

**SOLE RESPONSIBILITY INSTRUCTOR**

29:08 In the Agreement "sole responsibility instructor" means an employee who has sole responsibility for teaching a course or a section of a course (i.e., whose work is not directly supervised). The Chair or Designated Authority of the Department shall be deemed to be the supervisor of the employee as per Article 29:03.

**ARTICLE 30: TERM OF AGREEMENT**

30:01 This Agreement shall continue in full force and effect until December 31, 2017 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**

30:02 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.

30:03 If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Agreement, or on the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until all conciliation proceedings prescribed under the *Ontario Labour Relations Act* have been completed, whichever date should first occur.

**IN WITNESS WHEREOF** each of the parties hereto have caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on July 6, 2015.

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**

**BY:**

\_\_\_\_\_  
*Vice President, Human Resources & Equity*

\_\_\_\_\_  
*Secretary of Governing Council*

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902**

**BY:**

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

\_\_\_\_\_  
*Secretary-Treasurer*

## APPENDIX A: Job Description Guidelines

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

#### Purpose

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

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

Job descriptions are not required for Course Instructors.

#### Description of Duties and Allocation of Hours Form

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

#### How to Complete the Form

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

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

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

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

**Marking/grading:** The nature and estimated number of assignments to be graded should be indicated, together with guidance as to the appropriate amount of time which should be devoted to marking each class assignment. The estimated enrolment should be entered and used in determining marking hours. If the marking workload will be unevenly distributed during the term, this should be stated. Should the number of assignments to be marked exceed the original estimate, supervisors must take appropriate measures to ensure the total time allocation for

marking/grading is not exceeded (e.g., by increasing the hours allocated, by reducing the number of assignments to be graded, or by other measures). Similarly, supervisors should verify as early as possible that the time allocated per assignment has been appropriately estimated.

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

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

### **Revision of Job Description**

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







Submit by Email    Print Form

## Description of Duties and Allocation of Hours Form

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

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

Prepared by (*Supervisor*)

Signature

Date:

Approved by (*Chair/Designated Authority*)

Signature

Date:

Accepted by (*Teaching Assistant*)

Signature

Date:

**MID COURSE REVIEW CHANGES (if any)**

Date:

Prepared by (*Supervisor*)

Approved by (*Chair/Designated Authority's Signature*)

Approved by (*Teaching Assistant's Signature*)

## Appendix: List of Suggested Tasks and Teaching Techniques

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

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

### Teaching Techniques

#### General

Providing effective feedback  
 Tutorial planning  
 Classroom management (including strategies for different sizes of tutorials)  
 Presentation skills  
 Respond to students' questions effectively  
 Adapting teaching techniques (how to scale learning activities for the number of students)

#### Discussion-Based

Effective facilitation of small, large and/or online group discussions  
 Development of relevant examples/scenarios/questions for discussion activities  
 Selection and use of materials and examples appropriate to discipline/course content

#### Skill Development

Facilitating hands-on activities for different sizes of tutorials  
 Monitoring practice-based learning

#### Laboratory/Practical

Effective demonstrations and presentations in a lab or practical  
 Effective pre-lab talks  
 Effective monitoring of students' work

#### Review and Q&A

Consolidating and clarifying students' areas of concern  
 Modeling effective review strategies for students

**APPENDIX B: Workload Review Form**

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WORKLOAD REVIEW FORM

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

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To be completed by the employee:

Name \_\_\_\_\_

Department of Work \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

To be completed by employee's supervisor

Name \_\_\_\_\_

Date Received \_\_\_\_\_

Response \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

## **LETTER OF UNDERSTANDING: Employment Equity**

July 6, 2015

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

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

## **JOINT LETTER OF UNDERSTANDING: CUPE 3902 Unit 1 Health Plan**

July 6, 2015

During the course of collective bargaining, the Parties agreed to a Memorandum of Agreement for a renewal collective agreement on March 18, 2015 which included the following language regarding Health Care:

"Health Care

- On a one-time-only basis, the University to reimburse CUPE for overage, if any, on the HCSA for 2013/14 up to \$400,000 and additionally up to \$400,000 for 2014/15 upon provision of audit results.
- Effective 1 September 2015, new Health Care plan as contained in email proposal of 24 February 2015. University commitment up to \$3.2 M/year. If unable to create proposed plan by 31 May 2015 for a September 1, 2015 implementation, revert to HCSA or agreed alternate plan design at University cost of no more than \$3.2 M annually."

The particulars of this process, and the resulting Health Care plan, are reflected in correspondence between the Parties subsequent to the above-referenced Memorandum of Agreement.

Ryan Culpepper, Chair  
Canadian Union of Public Employees, Local 3902

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

## **JOINT LETTER OF INTENT: Senior Doctoral Teaching Associates**

July 6, 2015

The parties are agreed that the Employer may select up to twenty (20) Senior Doctoral Teaching Associates in each academic year, contingent upon successful fund raising. These appointments will be for a half (or "H") course or for a full (or "Y") course (and paid as per Article 26:01 Salaries – Course Instructors).

These appointments are intended to provide outstanding graduate students in the later stages of their Ph.D. programs with teaching experience, with the support of a mentor, in subject matter related to their research interests. Such appointments will result from an annual competition conducted by the Employer and will be non-renewable.

These courses may be or may provide a variation on existing course offerings. Course designs submitted by applicants who are not awarded positions in the competition shall remain the property of the applicant.

The application procedure shall include a course proposal, an indication of support from the Department for the course proposal, and a letter from a member of the graduate faculty who agrees to act as mentor.

Criteria for selection include overall academic achievement, nearness to completion of the Ph.D. program and the quality of the proposal.

It is understood by the parties that the following provisions of the Collective Agreement do not apply to the process of selecting and/or appointing Senior Doctoral Teaching Associates, nor to their terms and conditions of employment: 14:01(b) Hiring Grievances; 16:01 – Job Posting; 16:05 – Notice of Appointment; 16:03 – Hiring Criteria; 16:06 – Subsequent Appointments; 16:07 – Hours of Work; 16:08 – Job Descriptions; 16:11 – Review of Assigned Hours; 16:12 – Workload Review; and 17:01 – Employment Training.

Ryan Culpepper, Chair  
Canadian Union of Public Employees, Local 3902

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

### **JOINT LETTER OF INTENT: Sexual Harassment**

July 6, 2015

The parties are agreed that sexual harassment of any member of the University community by any other member is a serious issue affecting the dignity of members of the University community. The parties acknowledge that at times a member of the bargaining unit may face allegations of sexual harassment from a person or persons within the compass of the University's Sexual Harassment Policy. The Union acknowledges the University's right to establish and enforce policies and procedures concerning sexual harassment. Where allegations arise, at least in part, out of the member's employment under this Collective Agreement, the University acknowledges the bargaining unit member's right to be represented by the Union in any proceedings under the University's policy. The Employer agrees to inform the Union of any changes made to these policies and procedures.

Ryan Culpepper, Chair  
Canadian Union of Public Employees, Local 3902

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

### **JOINT LETTER OF INTENT: Union Dues/Membership**

July 6, 2015

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

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

Ryan Culpepper, Chair

Angela Hildyard, Vice-President,

Canadian Union of Public Employees, Local 3902

Human Resources & Equity  
University of Toronto

### **JOINT LETTER OF INTENT: Arbitration**

July 6, 2015

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

Ryan Culpepper, Chair  
Canadian Union of Public Employees, Local 3902

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

### **JOINT LETTER OF INTENT: Duplicate Provisions**

July 6, 2015

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

- 7:06 The Employer agrees to issue, upon request from the Union in writing, a library card (valid at both Robarts Library and Bora Laskin Law Library) to the Staff Representative(s) of the Union. There shall be no charge to the Union or to the Staff Representative(s) for the card. Use of the card shall be subject to the general regulations made from time to time by the University and/or the Library.
- 27:01 The Employer recognizes the need for the Union local to have a central location for files and normal office equipment for the purpose of conducting business with the University. Accordingly, office space sufficient to these tasks as calculated using the University's standard space assessment rubric will be provided rent free to the Canadian Union of Public Employees, Local 3902, in accordance with the following conditions:
- a) This privilege may be withdrawn if the local Union uses or allows the office space to be used for purposes other than set out in this Article of the Collective Agreement.
  - b) The Union will occupy the space in a manner consistent with the rules and regulations in the lease between the Landlord and the University of Toronto.
  - c) The space allocation is subject to change if it is required by the Employer. In this event, alternate accommodation will be found. Unless a situation arises which is beyond the control of the Employer, the Employer will give no fewer than three (3) calendar months' notice that the Union will be required to change offices.
  - d) The Employer will provide cleaning service and campus mail service at no cost to the Union.
  - e) The Employer will make available University recycling services to the Union.

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

**BULLETIN BOARDS**

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

Ryan Culpepper, Chair  
Canadian Union of Public Employees, Local 3902

Angela Hildyard, Vice-President,  
Human Resources & Equity

University of Toronto

**LETTER OF INTENT: Calculation**

July 6, 2015

Chair, Canadian Union of Public Employees, Local 3902

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

And

Whereas the University of Toronto's commitment includes the achievement of a level of funding to a specific set of graduate students referred to as the "guaranteed cohort" and the commitment will remain while this collective agreement is in effect;

And

Whereas the offer of an opportunity to earn income through appointment to a position in this bargaining unit may be utilized as a part of a "package" to reach the guaranteed funding level referred to above for a significant number of graduate students;

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

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

The University of Toronto agrees that effective September 2016, for the purposes of calculating the funding level of any graduate student with a "funding commitment" from the University of Toronto, the maximum amount of bargaining unit work that may be included in the calculation is 190 hours, even if the graduate student is employed and receives remuneration for more than 190 hours of bargaining unit work. Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of the



provision not to require more than 190 hours of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the collective agreement.

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

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

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

### **LETTER OF INTENT: Employment Insurance Hours for Course Instructors**

July 6, 2015

Chair, Canadian Union of Public Employees, Local 3902

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

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

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

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

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

### **LETTER OF INTENT: Treatment of Paid Work**

July 6, 2015

Chair, Canadian Union of Public Employees, Local 3902

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

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

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

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

July 6, 2015

Chair, Canadian Union of Public Employees, Local 3902

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

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

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

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

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

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

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

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

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

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

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

- (a) Such training may be included within the hours of mandatory training currently stipulated in the Unit 1 Collective Agreement for a first appointment.
- (b) If the TA did not receive relevant Tutorial-specific training as part of the training for the first appointment, then up to three additional hours of paid training may be provided.
  - i. One hour of this additional training shall be in addition to the specified hours of the TA appointment (but will not be included in the terms of any future appointment commitments).
  - ii. Up to two hours shall be built into the terms of the appointment.

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

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

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

**LETTER OF INTENT: Assignment of Subsequent Appointments**

July 6, 2015

Chair, Canadian Union of Public Employees, Local 3902

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

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

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

**LETTER OF INTENT: Labour Management Committee**

July 6, 2015

Chair, Canadian Union of Public Employees, Local 3902

The parties agree to discuss the contractual implications of "sexual identity and expression" at the Labour Management Committee.

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

**LETTER OF INTENT: Late Applications**

July 6, 2015

Chair, Canadian Union of Public Employees, Local 3902

This letter is to confirm that, during the life of the May 1, 2014 to December 31, 2017 Collective Agreement, an applicant for a regular posting who makes application after the closing date but within twenty (20) days of the posting date and prior to the date on which the hiring decision has been made, will have his/her application considered.

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

**LETTER OF INTENT: Positions That Become Vacant Unexpectedly**

July 6, 2015

Chair, Canadian Union of Public Employees, Local 3902

This letter is to confirm our discussions in this round of bargaining concerning positions that become vacant unexpectedly. The University will, where practicable make best efforts to post for longer than the minimum period pursuant to Article 16:01(a).

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

**LETTER OF INTENT: Grievance Timelines**

July 6, 2015

Chair, Canadian Union of Public Employees, Local 3902

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

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

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

**LETTER OF INTENT: Tuition Assistance Fund**

July 6, 2015

Beginning September 1, 2015 the University will administer a Tuition Assistance Fund in the amount of up to \$600,000 for the period September 1, 2014 to August 31, 2015 for the support of employees in this bargaining unit who are registered in doctoral stream PhD programs years 5 and 6 and doctoral stream Masters programs in year 2 to assist in defraying fees.

Beginning September 1, 2016, the University will administer a Tuition Assistance Fund in the amount of up to \$600,000 for the period September 1, 2015 to August 31, 2016 for the support of employees in this bargaining unit who are registered in doctoral stream PhD programs years 5 and 6 and doctoral stream Masters programs in year 2 to assist in defraying fees.

Beginning September 1, 2017 the University will administer a Tuition Assistance Fund in the amount of up to \$600,000 for the period September 1, 2016 to August 31, 2017 for the support of employees in this bargaining unit who are registered in doctoral stream PhD programs years 5 and 6 and doctoral stream Masters programs in year 2 to assist in defraying fees.

In September of each year beginning in September 2015, the Labour Management Committee will meet for one half day with Peter Simpson attending as facilitator to review relevant data and a summary from the University concerning the administration of the monies in this fund for the previous year.

Relevant data will include the names of eligible members of the bargaining unit, and the international or domestic tuition paid by each after application of all internal and external awards, so as to confirm the distribution of the Fund in accordance with the objectives of the Union (including to provide proportional support for domestic and international members).

In support of this meeting, the University agrees to provide the Union with the information used in the preparation of its spreadsheet regarding the Union's March 15, 2015 proposal and in support of the Union's objectives with respect to the Fund.

Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of this Letter may be pursued under Articles 14 (Grievance Procedures) and 15 (Arbitration) of the Collective Agreement.

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

### **LETTER OF INTENT: Graduate Student Bursary Fund**

July 6, 2015

Beginning September 1, 2015 the University will pay to the Union \$1,045,000 for the period September 1, 2014 to August 31, 2015 for the creation of a Graduate Student Bursary Fund for employees in this bargaining unit.

Beginning September 1, 2016 the University will pay to the Union \$1,045,000 for the period September 1, 2015 to August 31, 2016 for the creation of a Graduate Student Bursary Fund for employees in this bargaining unit.

Beginning September 1, 2017 the University will pay to the Union \$1,045,000 for the period September 1, 2016 to August 31, 2017 for the creation of a Graduate Student Bursary Fund for employees in this bargaining unit.

In September of each year beginning in September 2015, the Labour Management Committee will meet for one half day with Peter Simpson attending as facilitator to review relevant data and a summary from the Union concerning the administration of the monies in this Fund for the previous year.

Relevant data will include the names of the eligible members of the bargaining unit as described in the Union's March 15, 2015 proposal and will include the level of the "funding commitment" as described in the "Letter of Intent: Calculation" for each such eligible member, so as to allow the Union to distribute the funds in accordance with its objectives.

In support of this meeting, the University agrees to provide the Union with the information the Union used in the preparation of its spreadsheet regarding the Union's March 15, 2015 proposal and in support of the Union's objectives with respect to the Fund.

Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of this Letter may be pursued under Article 14 (Grievance Procedure) and 15 (Arbitration) of the Collective Agreement.

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

**INDEX**

- Absence from Work for Union Business, 27
- Academic Conference Leave, 26
- ACADEMIC FREEDOM, 7
- Academic Session, 38
- Academic Year, 39
- Alterations During the Term of Employment, 21
- APPOINTMENTS, 15
- Arbitration, 50
- ARBITRATION, 14
- Assignment of Subsequent Appointments, 55
- Assistant Invigilators, 17
- Athletics, 2
- Bargaining Unit, 1
- Bereavement Leave, 29
- Books and Materials, 37
- Bulletin Boards, 36, 51
- Calculation, 51
- CANCELLATION OF HOURS, 31
- Changes in Status, 2
- CLARIFICATIONS, 2
- Compassionate Leave, 30
- Complaint Stage (Optional), 12
- CONFLICTS WITH CENTRAL ADMINISTRATIVE DEADLINES, 31
- Copy to Human Resources, 11
- CORRESPONDENCE, 7
- Course Instructors, 39
- COURSE INSTRUCTORS, 24
- CUPE 3902 Unit 1 Health Plan, 48
- Definition, 11
- DEFINITIONS, 38
- Department, 38
- Departmental Hiring Policies, 16
- Departmental Workload Review Committee, 9
- Discussion, 9
- Duplicate Provisions, 50
- Duties, 20
- Duties – Assistant Invigilators, 21
- Duties - Chief Presiding Officer, 21
- Duties - Invigilator, Services to Persons with a Disability, 21
- Duties – Peer Assistants, 21
- EMPLOYEE EVALUATION AND RECORDS, 24
- Employment Equity, 48
- Employment File, 25
- Employment Insurance Hours for Course Instructors, 52
- Employment Training, 23
- EXCLUSIONS, 1
- Financial Assistance Fund, 32
- Gender Reassignment Surgery Leave, 31
- GENERAL, 36
- GENERAL PURPOSE, 1
- Graduate Engineers, 2
- Graduate Student Bursary Fund, 57
- GRIEVANCE PROCEDURE, 11
- Grievance Timelines, 56
- Grievances and other Union Business, 27
- Group Grievance, 13
- HEALTH AND SAFETY, 37
- Hiring Criteria, 17
- Hiring Grievances, 11
- HOLIDAYS, 31
- Hours of Work, 20
- Immediate Family, 39
- Improving the Quality of Undergraduate Experience in Tutorials, 53
- Individual Grievances – Multi-Department Faculties, 12
- Individual Grievances – Single Department Faculties, 12
- INFORMATION TO EMPLOYEES, 7
- Inter-Campus Travel Reimbursement, 37
- Internet Access, 37
- Job Description Guidelines, 41
- Job Descriptions, 20
- Job Posting, 15
- Jury Duty Leave, 30
- Labour Management Committee, 55
- Labour/Management Committee, 8
- LABOUR/MANAGEMENT RELATIONS, 8
- Late Applications, 55
- Law Students, 2
- LEAVES OF ABSENCE, 26
- Letters of Intent, 37
- Mailboxes, 37
- Management Training, 9
- Members of Professions, 1
- MEMORANDUM OF UNDERSTANDING, 47
- Negotiations, 27, 39
- NO DISCRIMINATION, 2
- No Layoffs, 22
- NO STRIKES AND NO LOCKOUTS, 5
- Non-Birth Parent Leave, 29
- Notice of Appointment, 18
- Office Facilities, 37
- Parental Leave/Adoption Leave, 28
- Part-time Lecturers, 2
- PERSONAL HARASSMENT, 4
- Persons Whose Primary Work Interest is Outside the University, 1
- Policy Grievance, 13

Positions That Become Vacant Unexpectedly, 56  
 Pregnancy Leave, 27  
 PROGRESSIVE DISCIPLINE, 10  
 RECOGNITION, 1  
 Research, 2  
 RESERVATION OF MANAGEMENT RIGHTS, 2  
 Review of Assigned Hours, 21  
 SALARIES, 32  
 Senior Doctoral Teaching Associates, 48  
 Serious Illness, Surgery and Hospitalization, 30  
 Sexual Harassment, 3, 49  
 Sexual Harassment Grievances, 4  
 Short Term Leave, 26  
 Sick Leave, 30  
 Sole Responsibility Instructor, 39  
 Statement of Grievance, 11  
 Status Only Persons, 1  
 Student Evaluations, 25  
 Subsequent Appointments, 18  
 Supervisor, 38  
 Suspension or Discharge Grievance – Multi -  
     Department Faculties, 14  
 Suspension or Discharge Grievance – Single  
     Department Faculties, 13  
 Teaching Assistant Training Programme, 23  
 TERM OF AGREEMENT, 39  
 Time Limits - Grievance Procedure, 11  
 TRAINING, 23  
 Treatment of Paid Work, 52  
 Tuition Assistance Fund, 56  
 UNDERGRADUATE STEWARDS, 31  
 Union Conventions and Seminars, 26  
 Union Dues/Membership, 49  
 Union Leave, 27  
 UNION REPRESENTATION, 9  
 UNION SECURITY, 5  
 Union/Management Relationship, 6  
 Working Day, 38  
 Workload Review, 22  
 Workload Review Form, 46  
 Workplace Harassment, 5