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

2. The term of the renewal collective agreement shall be from January 1, 2021 to December 31, 2023.

3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on December 31, 2020, provided, however, that the following amendments are incorporated:

   i. All attached pages numbered 1 to _____ are incorporated; and,

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

4. The provisions of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically and expressly noted.
University of Toronto Proposals to CUPE, Local 3902 – Unit 1
WITHOUT PREJUDICE
March 25, 2021

DATED AT TORONTO THIS ___ DAY OF March, 2021
The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Changes are blacklined for easy reference. Article numbers to be renumbered accordingly.
SETTLEMENT:
- All previously agreed-to language
- All proposals as attached to this document
- All other proposals not expressly agreed upon are withdrawn
- No provisions are retroactive unless expressly indicated
- The term of the agreement shall be from January 1, 2021 to December 31, 2023

WHEREAS The Union states herein that the wage rates reflect the maximum increases in rates of pay allowable under the Government of Ontario's wage restraint legislation, An Act to implement moderation measures in respect of compensation in Ontario's public sector, and under that legislation, the maximum increase in rates of pay, and/or to any other existing additional remuneration, is 1.0%, 1.0%, 1.0% over three years;

AND WHEREAS The Union believes this legislation is a violation of the Union's constitutional right to free collective bargaining; and

WHEREAS The Union takes the position that these wage rates were imposed on the Union because of the wage restraint legislation and that but for that legislation the Union would not have agreed to such rates.

- Wage Increases
  1) All classifications in ARTICLE 26: SALARIES shall be increased by 1% effective January 1, 2021
  2) All classifications in ARTICLE 26: SALARIES shall be further increased by 1% effective January 1, 2022
  3) All classifications in ARTICLE 26: SALARIES shall be further increased by 1% effective January 1, 2023
    - All employees actively employed in the bargaining unit on the date of ratification shall receive a 1% pay increase retroactive to January 1, 2021, in accordance with item 1) above.

- SCHEDULE A: CUPE 3902 Unit 1 Health Plan
  1) The University shall increase its commitment of up to $3.2 Million per plan year (the plan year is September 1 to August 31) by 1% effective January 1, 2021
  2) The University shall further increase its commitment of up to $3.2 Million per plan year (the plan year is September 1 to August 31) by 1% effective January 1, 2022
  3) The University shall further increase its commitment of up to $3.2 Million per plan year (the plan year is September 1 to August 31) by 1% effective January 1, 2023
Based on the underspend in the previous three (3) plan years, as well as the University's projection of an ongoing underspend for the duration of the renewal collective agreement, i.e., January 1, 2021 to December 31, 2023, the 1% increases in items 1) through 3) above shall be diverted to fund the reduction in the amount of bargaining unit work that may be included in the calculation of base funding amounts under the LETTER OF INTENT: Calculation. For clarity, the up to $3.2 Million in items 1) through 3) above allocated to the CUPE 3902 Unit 1 Health Plan shall remain unchanged during the term of this renewal collective agreement.

Further to the above paragraph, $600,000 of the underspend in the CUPE 3902 Unit 1 Health Plan for the 2019/2020 plan year (i.e., September 1, 2019 to August 31, 2020) shall be paid to the Union as a special one-time-only (OTO) lump sum payment into the Employee Financial Assistance Fund (EFAF) under Article 25, within thirty (30) days of the date of ratification of this renewal collective agreement, as a reconciliation under the previous collective agreement in accordance with the attached Memorandum of Agreement in the matter of an “underspend” on the CUPE 3902, Unit 1 Health Plan for 2019/20 and 2018/19.

Further to the above paragraph, $540,000 of the underspend in the CUPE 3902 Unit 1 Health Plan for the 2018/2019 plan year (i.e., September 1, 2018 to August 31, 2019) shall be paid to the Union as a special one-time-only (OTO) lump sum payment into the Employee Financial Assistance Fund (EFAF) under Article 25, within thirty (30) days of the date of ratification of this renewal collective agreement, as a reconciliation under the previous collective agreement in accordance with the attached Memorandum of Agreement in the matter of an “underspend” on the CUPE 3902, Unit 1 Health Plan for 2019/20 and 2018/19.

Furthermore, a new benefit under Articles 20:04 Pregnancy Leave and 20:05 Parental Leave/Adoption Leave, such that the total entitlement under each Article is standardized at the equivalent of four (4) months regular wages shall be added to the CUPE 3902 Unit 1 Health Plan in accordance with the attached Letter of Intent: Pregnancy and Parental/Adoption Leaves. For clarity, this new benefit shall be contained within the University’s annual up to $3.2 Million commitment for the CUPE 3902 Unit 1 Health Plan under Article 32: Health Plan.

- **EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP)**

  Access to the Employee and Family Assistance Program (EFAP), which has been provided to employees in the bargaining unit since the start of the COVID-19 pandemic in March, 2020, will continue to be provided throughout the term of this renewal collective agreement.
- **LETTER OF INTENT: Calculation**

  1) Effective September 2021, no more than **$8,043** of bargaining unit work may be included in the calculation of base funding amounts.

  2) Effective September 2022, no more than **$7,896** of bargaining unit work may be included in the calculation of base funding amounts.

  3) Effective September 2023, no more than **$7,755** of bargaining unit work may be included in the calculation of base funding amounts.

- **ARTICLE 17: EMPLOYMENT TRAINING**

  - Commitment to provide an additional **two (2) hours** of work-related paid training for Teaching Assistants and Course Instructors per academic year in which the Teaching Assistant or Course Instructor holds at least one appointment, in accordance with Article 17:01 attached.

- **ARTICLE 25: EMPLOYEE FINANCIAL ASSISTANCE FUND**

  1) The University agrees to pay to the Union by May 15, 2021, the amount of **$3,232,000**

  2) The University agrees to pay to the Union by May 15, 2022, the amount of **$3,264,320**

  3) The University agrees to pay to the Union by May 15, 2023, the amount of **$3,296,963**

- **MEMORANDUM OF SETTLEMENT PERTAINING TO PUBLIC HOLIDAY PAY GRIEVANCE**

  - Public holiday pay to be paid in accordance with the attached Memorandum of Settlement
  - New Article 21:02 – Public Holiday Pay, as attached
  - Public holiday pay pursuant to Article 21:02 as set out in the attached Memorandum of Settlement will be payable retroactively to January 1, 2021, for all employees actively employed on the date of ratification.
MEMORANDUM OF SETTLEMENT

WHEREAS the Grievance alleges that the University failed to comply with the public holiday pay provisions of section 24(1) of the Employment Standards Act, 2000 by failing to pay eligible employees public holiday pay and sought by way of remedy, among other things, that the University pay all eligible employees in the bargaining unit public holiday pay accrued during the two year period immediately prior to the date of the grievance;

AND WHEREAS the parties wish to fully and finally settle any and all issues raised in the Grievance;

NOW THEREFORE the parties agree as follows:

1. Provided a renewal collective agreement between the parties for the period on and/or after January 1, 2021 is ratified by the employees in the bargaining unit without any legal strike and/or legal strike activity occurring on or after the March 21, 2021 legal strike deadline, the parties agree the collective agreement will be amended to provide a new Article 21.02 as follows:
Article 21.02 – Public Holiday Pay

Employees in the bargaining unit will be eligible to receive public holiday pay only for public holidays set out in the Employment Standards Act, 2000, pursuant to and in accordance with the relevant provisions of the Employment Standards Act, 2000, as amended from time to time, regarding public holiday pay.

2. Public holiday pay pursuant to Article 21.02 as set out above will be payable retroactively to January 1, 2021, for all employees actively employed on the date of ratification.

3. This settlement is made without prejudice or precedent to the rights of the University or the Union in any other matter and shall not be referred to or relied on in any other matter for any purpose whatsoever.

4. Nothing in this Memorandum of Settlement is, nor shall it be construed as any admission by the University of any breach of the predecessor collective agreement or the Employment Standards Act, 2000 all of which has been and is denied.

5. The Grievance is withdrawn and shall not be refiled in whole or in part.

6. The Union agrees that it will not refer to arbitration any grievance of any current or former employee in any way related to public holiday pay, including any claim for public holiday pay for any period of time prior to the first day of the month following the date of ratification of the renewal collective agreement, and that the parties agree that any such grievance would not be a difference between the parties regarding the interpretation or application of any predecessor collective agreement and that an arbitrator appointed under any collective agreement is intended by the parties to have no jurisdiction to hear or decide any such grievance.
7. By the signature of authorized representatives hereunder the University and the Union confirm their agreement to the terms and conditions of settlement set out herein.

8. This Memorandum of Settlement may be signed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including facsimile or email pdf signatures shall be construed together and shall constitute one and the same agreement.

FOR THE UNIVERSITY

FOR THE UNION

DATED AT TORONTO THIS _26_ DAY OF March, 2021
MARCH 25, 2021 WITHOUT PREJUDICE SETTLEMENT PROPOSAL,
WITHDRAWN IF NOT AGREED ON OR BEFORE MARCH 26, 2021 at 11am

IN THE MATTER OF AN “UNDERSPEND” ON THE CUPE 3902, UNIT 1 HEALTH
PLAN FOR 2019/20 AND 2018/19

B E T W E E N :

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(the “University”)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3902, UNIT 1
(the “Union”)

MEMORANDUM OF AGREEMENT

WHEREAS in August of 2018 the parties entered into a Memorandum of
Agreement to transfer $150,000 in “underspent” monies from the CUPE 3902, Unit 1
Health Plan in Article 32 of the predecessor collective agreement to the Employee
Financial Assistance Fund (“EFAF”) in Article 25 of the collective agreement, thereby
reducing the maximum allocation for the CUPE 3902, Unit 1 Health Plan from
$3,200,000 to $3,050,000 for the 2017/18 Plan year and increasing the EFAF from
$3,200,000 to $3,350,000 for the 2017/18 EFAF year;

AND WHEREAS the Union has taken the position that there was an underspend
in respect of the CUPE 3902, Unit 1 Health Plan in the amount of approximately
$600,000 for the 2019/20 Plan year and that the amount of $600,000 should be
transferred from the CUPE 3902, Unit 1 Health Plan to the Union for the EFAF for the
2019/20 EFAF year and that there was an underspend in respect of the CUPE 3902,
Unit 1 Health Plan in the amount of approximately $540,000 for the 2018/19 Plan year
and that the amount of $540,000 should also be transferred from the CUPE 3902, Unit 1
Health Plan to the Union for the EFAF for the 2019/20 EFAF year;
AND WHEREAS the parties wish to fully and finally settle any and all issues in any way related to the transfer of any monies from the CUPE 3902, Unit 1 Health Plan to the Union for the EFAF for the 2019/20 EFAF year;

NOW THEREFORE the parties agree as follows:

1. Provided a renewal collective agreement between the parties for the period on and/or after January 1, 2021 is ratified by the employees in the bargaining unit without any legal strike and/or legal strike activity occurring on or after the March 21, 2021 legal strike date, the University agrees on an exceptional, one-time-only, without prejudice or precedent basis to transfer the total amount of $1,140,000 from the CUPE 3902, Unit 1 Health Plan for the 2019/20 and 2018/19 Plan years to the Union for the 2019/20 EFAF thereby reducing the maximum allocation for the CUPE 3902, Unit 1 Health Plan for the 2019/20 and 2018/19 Plan years and thereby increasing the EFAF for the 2019/20 EFAF year from $3,200,000 to $4,340,000.

2. It is understood and agreed that these “underspent” monies in the amount of $1,140,000 transferred to the Union for the EFAF for the 2019/20 EFAF year must be paid out by the Union for the period 2019/20 using whatever rules and guidelines the Union either already has used for the prior distribution of the monies previously available in the EFAF for the 2019/20 EFAF year or on the same basis as the yet uncompleted, in whole or in part, distribution of those EFAF funds. For clarity, it is understood and agreed that these “underspent” monies in the amount of $1,140,000, cannot be used by the Union or paid out in respect of any period of time on or after January 1, 2021.

3. The Union agrees to provide the University with a report on or before December 31, 2021 on the distribution of the transferred $1,140,000 with respect to the 2019/20 EFAF year.
4. This Memorandum of Agreement is made without prejudice or precedent to the rights of the University or the Union in any other matter and shall not be referred to or relied on in any other matter for any purpose whatsoever.

5. Nothing in this Memorandum of Agreement is nor shall it be construed as any admission by the University of any breach of the collective agreement which has been and is denied.

6. The Union agrees that it will not file any Union policy grievance or refer to arbitration any grievance in any way related to the CUPE 3902, Unit 1 Health Plan for the 2019/20 or the 2018/19 plan years or the EFAF for the 2019/20 EFAF year. The parties agree that any such grievance would not be a difference between the parties regarding the interpretation or application of any predecessor collective agreement and that an arbitrator appointed under any collective agreement is intended by the parties to have no jurisdiction to hear or decide any such grievance.

7. By the signature of authorized representatives hereunder the University and the Union confirm their agreement to the terms and conditions of this Memorandum of Agreement.

8. This Memorandum of Agreement may be signed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including facsimile or email pdf signatures shall be construed together and shall constitute one and the same agreement.

FOR THE UNIVERSITY

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FOR THE UNION

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DATED AT TORONTO THIS 26 DAY OF March, 2021
NEW

LETTER OF INTENT: Extended Pregnancy and Parental/Adoption Leave Benefit

During negotiations for a renewal collective agreement, the parties discussed providing bargaining unit employees with paid pregnancy and parental/adoption leave benefits for a standard duration of 4-months instead of the current entitlement of up to 4 months set out in benefit option A of Article 20:04 and 20:05 depending on the remaining length of their contract term(s). The University will provide this as a component of the CUPE 3902 Unit 1 Health Plan referred to in Article 32 and summarized in Schedule A of the Collective Agreement, on the basis set out below.

The parties agree that for the term of the renewal collective agreement, and ending on the day immediately prior to the date of the expiry of the renewal collective agreement, the following new paragraph will be added as the 5th paragraph in Schedule A: CUPE 3902 Unit 1 Health Plan:

Regardless of which Health Plan an employee enrolls in, all bargaining unit employees will be eligible for extended pregnancy/parental/adoption leave benefits as described in this paragraph. If an employee who has taken pregnancy or parental/adoption leave pursuant to Article 20:04 or 20:05 of the Collective Agreement reaches the end of their employment contract, including any employment in the immediately consecutive term as described in Article 20:06 of the Collective Agreement, and has elected the pregnancy or parental/adoption benefit in option A of Article 20:04 or 20:05 as the case may be, and upon the end of their employment contract has not exhausted their entitlement to a maximum duration of 4 paid months of pregnancy or parental/adoption leave as described in option A of Articles 20:04 or 20:05 as the case may be, the employee will be provided with a one-time-only, lump sum benefit payment, in the amount of the employee’s pay for the amount remaining in the 4-month benefit period, less required deductions. For example, if an employee’s employment contract ends following 3 months of paid pregnancy leave, they will receive a lump sum payment equivalent to 1 month’s pay, less required deductions. In no event will an employee who elects option A of Article 20:04 or 20:05 receive continued monthly installments plus lump sum payment in an amount that exceeds 4 months' pay for each eligible pregnancy or parental/adoption leave, less required deductions.

Additionally, the following modifications will be made to the applicable paragraph in Schedule A:

The utilization of the plans shall be reviewed in March and July and November of each year. At the July each meeting, the parties will review the levels of defined benefits and HCSA and extended pregnancy and parental/adoption leave, with the shared intent of adjusting benefit levels for the subsequent Plan Year when there is projected under or overspending in the plans. Should the
level of usage be such that there is an overspend in the CUPE 3902 Unit 1 Health Plan in any Plan Year, the overspend will be deducted from the CUPE 3902 Unit 1 Health Plan in the immediately following Plan Year.

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

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
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. **For clarity, an appointment may be comprised of one or more positions in either a Department or a tri-campus Department.**

(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, after the sixth contractually obligated subsequent appointment, Ph.D. students will have the right to additional appointments of at least seventy (70) hours per academic year.**

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

(2.a) **Timing of the Subsequent Appointment(s):** Where an employee’s first appointment is in a Fall/Winter academic session, the employee’s subsequent appointments shall normally occur in consecutive Fall/Winter sessions immediately subsequent to the academic session in which the employee was employed on their initial appointment. Where an employee’s first appointment is in a Summer academic session, the employee’s
subsequent appointments shall normally be in consecutive Summer academic sessions immediately subsequent to the academic session in which the employee was employed on their initial appointment. Where an employee’s initial appointment is in the Summer academic session, the employee’s remaining subsequent appointments may be transferred to the Fall/Winter academic session upon mutual agreement in writing upon request of the employee.

(2.b) Once during the course of an employee’s employment in the bargaining unit, an employee shall have the right to defer a subsequent appointment.

Upon written request of the employee, further deferrals additional deferral variation in the consecutive nature of the academic sessions in which an employee is appointed to of subsequent appointments (i.e., delaying an appointment to a non-consecutive academic session) shall may be granted in the event that such a request is based on academic program requirements (e.g., travel for the purposes of field work).

Where such a request is made for any other reason(s), the department shall give due consideration to the request. at the sole discretion of the employing Department.

An employee shall have the right to make the decision to defer up to August 15 for the Fall/Winter session and April 15 for the Summer session.

(2.c) Where an employee is on an approved leave of absence as defined by the School of Graduate Studies’ Leave of Absence policy and is ineligible to work in the bargaining unit, the employee’s subsequent appointment shall be held in abeyance pending the employee’s return from such leave. The abeyance period shall not be considered a deferral for the purposes of Article 16:06 (2.b).

(3) Nature of the Subsequent Appointment(s): Shall be determined by the employing Department and conveyed to the employee as soon as possible and in any event no later than July 31 for the Fall/Winter session and March 31 for the Summer session.

(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) seventy (70) hours in total per remaining subsequent appointments

(5) Notice of the Subsequent Appointment(s): No later than April 30th for the Fall/Winter session, or January 15th for the Summer session, the employing Department shall request, in writing, confirmation of the employee's intention to take up the employee's next contractually obligated subsequent appointment in that session and, if the individual does intend to take up such appointment, to indicate any preferences. The employing Department will give these preferences due consideration in assigning the appointment. Such notice to the employee shall also include the number of hours in the subsequent appointment, and the number of subsequent appointments and deferrals remaining. An employee commencing either the fifth or sixth subsequent appointment shall have the one-time-only right to continue as a teaching assistant in the course in which they were employed in the previous year. The employee's written response must be received by the employing Department within twenty (20) working days of the date of the Department's request.

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

The employing Department shall not assign a sole-responsibility Course Instructorship as a subsequent appointment unless mutually agreed by the Department and the employee.

(6) Cancellation of the Subsequent Appointment(s): Where a subsequent appointment is cancelled for any reason, including unsatisfactory performance of duties in a previous appointment, the affected individual may file a grievance under Article 14:07 within forty (40) working days of receipt of notice that the appointment is cancelled. All correspondence flowing from this Article shall be provided in writing.
(7) The provisions of Article 16:01 and 16:03 shall not apply to a contractually obligated subsequent appointment.

(8) **Exemption:** No subsequent appointment is owed to an individual should the individual withdraw from, transfer from, or otherwise cease a program of graduate studies at the University of Toronto. If an individual registered in the hiring Department transfers the individual’s registration to another graduate Department of the University of Toronto, the obligation to provide any remaining subsequent appointments under this article shall be moved from the hiring Department and assumed by the new Department of registration.

(9) **Exemption:** Where an employee has been appointed to teach under this Collective Agreement a course regularly taught by a faculty member who will not teach the course during that session, Article 16:06(1) will not be applicable. Such an appointment shall not be counted as a subsequent appointment.

(10) **Exemption: The School of Continuing Studies:** No obligation to provide (a) subsequent appointment(s) shall arise from any appointment at the School of Continuing Studies.

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

For the University

[Signature]

For the Union

[Signature]

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
HOURS OF WORK

(a) A regular position is a Teaching Assistantship one that requires either an average of ten (10) hours of work per week, normally not to exceed 20 hours of work in any week, for a total of 280 hours of work per academic session, or one (1) Course Instructorship (as defined in Article 26, Salaries). Teaching Assistant Workloads 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. Teaching Assistant 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.

(b) No Department shall require or schedule any employee to work more than 40 hours per week or more than 8 hours per day.

(c) Teaching Assistants shall be granted a reasonable period of time in which to grade student coursework. Turnaround times shall be set out on the Description of Duties and Allocation of Hours (DDAH) Form for each position.

d) The University shall not require or schedule work on Saturdays or Sundays. However, work may be scheduled on Saturdays and/or Sundays for purposes of Exam invigilation. Reasonable notice will be provided in cases where work on Saturdays and/or Sundays is required.

For the University

For the Union

_________________________________________________________________________

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
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.

Chief Presiding Officer opportunities shall be posted publicly not less than twenty (20) working days in advance of the first possible date of work. The postings shall include the responsibilities as set out in Article 16:09 (b) above, campus location(s), job-related qualifications, anticipated hours of work and minimum availability requirements for the position. Applicants who have received the required training and have previous satisfactory employment as a Chief Presiding Officer shall be deemed minimally qualified. Positions will be offered to those who most closely meet the posted job-related qualifications and minimum availability requirements.

Notwithstanding Article 16:07, Chief Presiding Officers may agree to work up to twelve (12) hours in a day, provided there is at least eleven (11) consecutive hours free from performing work in each day. Further, Chief Presiding Officers may agree to work up to sixty (60) hours in a week, with overtime being payable for each hour of work in excess of forty-four (44) hours in each work week, in accordance with the Employment Standards Act.

Duties – Assistant Invigilators

(c) 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

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

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

(e) Scheduling – Chief Presiding Officers, Assistant Invigilators, and Peer Assistants

Schedules shall be provided to Chief Presiding Officers, Assistant Invigilators and Peer Assistants at least seven (7) calendar days prior to the week in which employees are scheduled to work. For clarity, offers of additional work can be extended after schedules have been provided. A Chief Presiding Officer, Assistant Invigilator or Peer Assistant who is offered additional work after schedules are set shall have the right to decline such an offer.

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
WORKLOAD REVIEW

16:12

(a) Where an employee has any reason to believe that they may be unable to perform the duties specified in the Description of Duties and Allocation of Hours (DDAH) form job description within the hours specified thereon (either the total hours or the hours applicable to a section thereof), the employee shall deliver a Workload Review Form (Appendix B) to the employee’s supervisor or, in special circumstances, to the designated authority without delay. A discussion is encouraged, but in any event, the supervisor or designated authority shall respond within three (3) five (5) working days of receipt of the form by returning the form to the employee. The supervisor or designated authority shall meet with the employee within an additional three (3) five (5) working days to discuss the response.

If no agreement can be reached, the employee may file an individual grievance commencing at Step 1 of the Grievance Procedure (Article 14). In the event the grievance is not settled and proceeds to arbitration, the arbitration board or sole arbitrator may award payment for additional hours worked, provided, however, that no such payment may be awarded where the additional hours resulted from the employee’s choice of approach to the employee’s duties, and/or where the additional hours were worked prior to the employee’s delivery of the Workload Review Form to the employee’s supervisor. It is agreed that there may be some circumstances where an employee may not be in a position to commence a workload review (e.g., health reasons or exceptional circumstances). This language will not limit an employee from filing a grievance.

(b) Section 16:12(a) does not apply to Course Instructors. Nevertheless, a Course Instructor who feels that the workload in the course will exceed that of a comparable course in the same Department (or exceeds four hundred and sixty (460) hours for a full course, or two hundred and thirty (230) hours for a half course) shall raise this matter with their supervisor or, in special circumstances, to the designated authority without undue delay. The supervisor shall discuss this matter with the Course Instructor within three (3) working days and shall make every reasonable attempt to reach agreement on workload issues. The outcome may include additional compensation for the Course Instructor. It is agreed that there may be some circumstances where an employee may not be in a position to commence a workload review (e.g., health reasons or exceptional circumstances). This language will not limit an employee from filing a grievance.
For the University

For the Union

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

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ARTICLE 17: EMPLOYMENT TRAINING

Employment Training

17:01

(a) The first appointment of an employee as a Teaching Assistant shall include mandatory participation in a training program of a minimum of four (4) hours as determined established by the Department on the duties and responsibilities associated with the work of being a Teaching Assistant; For employees required to work in a laboratory setting, this shall receive include 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) The first appointment of an employee as a Course Instructor shall include mandatory participation in a training program of a minimum of six (6) hours on duties and responsibilities associated with the work of being a Course Instructor. Course instructors shall be paid for participation in such training 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. For employees required to work in a laboratory setting, this shall include safety training appropriate to ensuring the safe operation of a laboratory of students.

Further, the first appointment of an employee as a Course Instructor shall include an additional stipend as set out in Article 26:01 (Salaries) to support the first time Course Instructor in applying the training set out above in respect of application of best pedagogical and curricular practices.

(c) In addition to the first appointment training for Teaching Assistants and Course Instructors, the University shall provide two (2) hours of work-related paid training per academic year in which they hold at least one (1) appointment.

Training in the following subject areas will be considered work-related for all appointments: pedagogy and inclusive pedagogy; anti-oppression and anti-racism; cultural competency; accommodations and crisis referrals. In addition to the above, the
following training will be considered work-related for work required to be performed remotely: online technology; online course design and management. If an employee requests work-related training in an additional subject area, the request shall not be unreasonably denied. Any additional training subject area shall be mutually agreed upon by the employee and their Department.

For clarity, payment for this training shall be additional to any appointment(s) the employee holds, and shall be paid in accordance with Article 26:01 (Salaries) upon provision of proof of attendance at the training. For further clarity, Course Instructors shall be paid for participation in such training at the SGSII rate.

(d) Where Teaching Assistants and Course Instructors holding an second or later appointment are required to participate in training programs relevant to their current assignments that is offered established by their Department, they shall be paid for their participation in accordance with Article 26:01 (Salaries). If such training offered by the Department is in one of the subject areas listed in paragraph (c) above, it shall be included as part of the two (2) hours of training per academic year as set out in paragraph (c) above.

(e) Teaching Assistants or Course Instructors holding an second or later appointment of at least thirty (30) hours may, during the course of each such appointment or immediately prior to commencing such an appointment, identify up to four (4) hours of training relevant to their current assignments, and submit a request for training to their Department supervisors, describing the nature of the training sought. If approved, such Teaching Assistants and Course Instructors may attend and be paid for attending such training. The Department supervisor may request proof of attendance at the training session in order to authorize payment. For Teaching Assistants, training that has been requested and approved shall be recorded on the DDAH form for the appointment.

(f) 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) thirty (30) 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) thirty (30) 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, and first appointment Course Instructors who are not employed in an area where training or orientation is delivered in the manner noted above. The content of the training session shall be consistent with that set out in Articles 17:01(a) and 17:01(b). A Union Representative shall be entitled to attend, and will have the right to speak to the employees for a period of fifteen (15) thirty (30) 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. Where available, information on expected attendance will be provided to the Union, including the number of Teaching Assistants and Course Instructors and the Department of each employee.
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.

18:023 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 the employee’s 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 discuss and, by mutual agreement, revise the allocation of hours and the employee shall be remunerated accordingly.

18:034 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.

For the University

For the Union

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

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Pregnancy Leave

A pregnant employee shall be granted a pregnancy leave of absence of up to seventeen (17) weeks (or longer if the employee is entitled to a longer leave in accordance with the Employment Standards Act) upon written notice request submitted at least two (2) weeks in advance stating that the employee is pregnant and the probable date of delivery. An employee shall have the right to commence the pregnancy leave not more than seventeen (17) weeks before the probable date of delivery.

Where the Department requests a certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynaecologist, midwife) confirming that the employee is pregnant and the probable date of delivery such certificate shall be provided without undue delay. Such certificate shall be at the Department’s expense.

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

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

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

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

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

OR

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

The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e., 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act. In no event will the top-up payment exceed the difference between 95% of the employee’s actual weekly rate of pay in effect on the last day worked prior to commencement of the leave and the sum of the employee’s EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act.

**Pregnancy leaves that exceed the duration of the paid benefit set out above will be unpaid after the paid benefit ends.**

(a) In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may take pregnancy leave in accordance with the Employment Standards Act the employee may begin the leave immediately. In such circumstances, the employee may begin the leave immediately and but shall notify the employing Department as soon as possible, but no later than two weeks ten (10) working days subsequent to the first day of leave; the employee shall provide, at the Employer’s expense, a doctor’s certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynaecologist, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the employee was expected to give birth. **For clarity, an employee does not lose their right to pregnancy leave or the benefits described in this Article if they do not provide notice in advance of these circumstances.**
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 **parental leave of absence following the birth of the child or the coming of the child into a parent’s custody, care and control for the first time.** Both parents will be eligible to take a parental leave of up to thirty-five (35) weeks following (a) the birth of the child; or (b) the coming of the child into the custody, care, and control of a parent for the first time. Both parents will be eligible to take a parental leave as follows:

i. Up to **thirty-five sixty-one (61) consecutive** weeks of parental leave for employees who **took had** pregnancy leave;

ii. Up to **thirty-seven sixty-three (63) consecutive** weeks of parental leave for all other new parents;

iii. Such shorter or longer period of time as might be required under the Employment Standards Act, 2000 from time to time.

**Application** for such **Notice of** 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 later** than fifty-two (52) **seventy-eight (78)** weeks after the day the child is born or comes into the custody, care, and control of a parent for the first time. **For clarity, parental leave has to be started, but does not have to be completed, within this seventy-eight (78) week period.**

Parental leave of an employee who takes a pregnancy leave must **ordinarily** 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 latter situation, the employee can either commence parental leave when pregnancy leave ends or choose to return to work and start parental leave later. If they choose to return to work, they will be able to start their parental leave anytime within seventy-eight (78) weeks of the birth or the date the baby comes into the custody, care, and control of a parent for the first time.**

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

The employee and the employing Department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of the leave may not extend beyond the ending date of the employee’s appointment, except as otherwise provided for in this article.
Upon completion of the leave, the employee shall be reinstated to the position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of the appointment **applicable at the time of return, if any.**

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

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

OR

(bB) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit and who provide the University with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University will provide the following:

1. For an employee who has taken pregnancy leave, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;

2. For an employee who takes parental leave for which a one-week waiting period has already been served in respect of the same child, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten (10) weeks;

3. For an employee who takes parental leave and is required to serve a one (1) week waiting period, ninety-five (95) percent of salary during the one (1) week waiting period, and the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for nine (9) weeks;

4. The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e., 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act. In no event will the top-up payment exceed the difference between 95% of the employee’s actual weekly
rate of pay in effect on the last day worked prior to commencement of the leave and the sum of the employee’s EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act.

**Parental leaves that exceed the duration of the paid benefit set out above will be unpaid after the paid benefit ends.**

20:06 Where an employee who qualifies for leave under article 20:04 and/or article 20:05 commences said leave during one appointment, and has a further appointment in the immediately consecutive term, the employee shall be eligible to continue leave, if there is any entitlement remaining, into that next appointment. **Further, if an employee in this circumstance has not exhausted their entitlement to a Pregnancy and/or Parental/Adoption leave payment as described in options (A) and (B) in this Article, the employee’s chosen entitlement shall continue into the immediately consecutive term subject to the terms including maximum duration of benefit set out in options (A) and (B).**

20:07 Employee participation in the Health Plans (i.e., Plan A or Plan B) described in Article 32, on the terms set out in Schedule A, will not be impacted by a Pregnancy or Parental/Adoption Leave taken pursuant to Articles 20:04 and/or 20:05, unless the employee provides written notice that they do not wish to be enrolled in such benefits during Pregnancy/Parental/Adoption leave. If, during Pregnancy/Parental/Adoption Leave, an employee enrolled in Plan A ceases enrollment in the applicable Base plan, they will automatically transfer from Plan A to Plan B (HCSA) for the remaining duration of the leave subject to returning to Plan A should they become re-enrolled in the applicable Base Plan during this time.

For the University

For the Union

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

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precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
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. **With approval from the supervisor, an employee’s compassionate leave may be taken over non-consecutive days.** Unpaid compassionate leaves under this article may be granted during the same academic year.

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For the University

For the Union

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[unedited salary amounts to be updated per financial proposal]

ARTICLE 26: SALARIES

26:01

Effective January 1, 2021, the salary for all employees holding regular appointments shall be as follows:

(a) Undergraduates (UG) - $12,947.20 per session ($46.24 per hour).

(b) Graduate Students who have not completed at least two (2) years of full-time graduate study and who do not have a Master's degree (or the equivalent) in the discipline or students in a second-entry program (i.e., who already have a Bachelor’s degree) (SGS I) - $12,947.20 per session ($46.24 per hour).

(c) Graduate Students in a doctoral program or those who have completed at least two (2) years of full-time graduate study or who have a Master’s degree (or the equivalent) in the discipline (SGS II), and Post Doctoral Fellows (PDF) - $12,947.20 per session ($46.24 per hour).

(d) Course Instructor -- $16,438.32* for a full ("Y") course (including vacation pay). ($15,806.08* excluding vacation pay) *Note: Additional stipend of $1000.00 (including vacation pay) for either a full or half-course equivalent for the first appointment of a Course Instructor in accordance with Article 17:01 (b).

(e) Chief Presiding Officers (as defined) - $32.25 per hour.

(f) Assistant Invigilators (see Article 16:04) - $30.47 per hour.

(g) Invigilators, Services to Persons with a Disability - $42.66 per hour.

(h) Peer Assistants (see Article 16:09(e)) - $39.87 per hour.

For the University

For the Union

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26:05  
(a) In addition to the above rates, all employees (excluding Course Instructors) shall be entitled to an additional 4% of salary as vacation pay. *For clarity, the salary for Course Instructors is inclusive of 4% of salary as vacation pay.*

(b) Notwithstanding 26:05 (a):

i. Employees with a subsequent appointment shall be eligible to receive six percent (6%) vacation pay for all bargaining-unit work upon the start date of their sixth (6th) subsequent appointment as defined in Article 16:06 (1.a.)

ii. Employees who have preference for employment as Invigilators, Services to Persons with a Disability shall be eligible to receive six percent (6%) vacation pay for all bargaining-unit work upon the start date of their sixth (6th) year of employment as defined in Article 31:02

(c) Employees who are in receipt of six percent (6%) vacation pay as set out in 26:05 (b) shall continue to receive six percent (6%) vacation pay for all bargaining-unit work, provided that:

i. there has not been a break or breaks in employment that independently or cumulatively exceed one academic term within a single academic year;

AND

ii. the employee is employed within the bargaining unit in the academic term immediately following any break in employment, regardless of whether the subsequent academic term occurs in the same or different academic year.

(d) Where any of the conditions set out in 26:05(c) are no longer satisfied, the employee shall no longer receive six percent (6%) vacation pay for any bargaining-unit work, i.e., the employee shall only be eligible to receive four percent (4%) vacation pay.

(e) For the purposes of this Article, an “academic term” shall be defined as a four (4) month period.

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.

For the University

For the Union

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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. Further, whenever the term “tri-campus 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 at any campus, and which posts and/or assigns work at more than one campus.

For the University

For the Union

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ARTICLE 31: INVIGILATOR, SERVICES TO PERSONS WITH A DISABILITY

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

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

Job Postings

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

Hiring Criteria

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

Where an employee has satisfactorily completed six (6) months of employment, the employee shall be given preference for employment in the same Department as the employee was previously employed (i.e., Accommodated Testing Services (UTSG) Office of Accessibility Services, the Office of the Registrar AccessAbility Services (UTSC), or UTM AccessAbility Services) where there is a vacant position at the commencement of the next academic year, providing that the employee remains eligible for employment in this bargaining unit pursuant to Article 2 of this Collective Agreement and confirms that they have sufficient availability. Preferred hiring status shall cease and shall not be reinstituted once an employee has been employed for six (6) years or more as an Invigilator, Services to Persons with a Disability.
The first six (6) months of employment as an Invigilator, Services to Persons with a Disability will be considered a trial period. During the trial period employees shall be entitled to all applicable rights and privileges of this Collective Agreement, except with respect to disqualification from employment as an Invigilator, Services to Persons with a Disability. The Employer may disqualify an employee from the position at any time during the trial period at the sole discretion of the Employer, in a manner that is consistent with Article 3:01, except for reasons of discrimination as defined in Article 4:01 (a). An employee that has been disqualified from the position will cease to be assigned shifts as an Invigilator, Services to Persons with a Disability and will not be entitled to preference for employment as set out above.

Notice of Appointment

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

Job Descriptions

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

Hours of Work

31:05 (a) Hours of work will be scheduled to meet the Department’s operational need.

(b) For clarity, offers of additional work can be extended after schedules have been provided. An employee who is offered additional work after schedules are set shall have the right to decline such an offer.

(c) At no time will an employee be scheduled to work more than eight (8) hours a day or forty (40) hours per week. An employee may work more than eight (8) hours per day or forty (40) hours per week on an emergency basis, and when scheduling has been conducted in accordance with this Article.

Employment Training

31:06

(a) The first appointment of an employee shall include mandatory participation in a training program, of a minimum of four (4) hours as established by the Department. Invigilators, Services to Persons with a Disability, shall be paid for participation in such training in accordance with Article 26:01 (Salaries).
(b) Where a Department or group of Departments organizes an employee training or orientation program in which first appointment Invigilators, Services to Persons with a Disability, are required to participate, the Department Steward or other Union Representative shall be entitled to attend, and will have the right to speak to the employees for a period of twenty-five (25) thirty (30) minutes. The Steward or other Union Representative shall not be paid for attendance. The Department will notify the Union at least two (2) weeks in advance of the session. It is understood that where a training or orientation program is organized over a series of sessions, the Union will be invited to speak at one session only.

For the University

For the Union

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ARTICLE 33: TERM OF AGREEMENT

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

For the University

For the Union

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The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
LETTER OF INTENT: Employment Insurance Hours for Course Instructors

February 16, 2018 [new date]

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 inclusive of training, and a course instructor for a half course will be deemed to have worked 230 hours inclusive of training. Course Instructors in their first appointment only, will be deemed to have worked 495 hours inclusive of training for a full course, and 265 hours inclusive of training for a half course.

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

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

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

For the University

For the Union

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

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precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
LETTER OF INTENT: Calculation

February 16, 2018-[new date]

Chair, Canadian Union of Public Employees, Local 3902

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

And

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

And

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

And

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

And

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

And

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

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

Effective September 2021, no more than $8,200 $8,043 of bargaining unit work may be included in the calculation of base funding amounts even if such a graduate student is employed and receives remuneration in excess of $8,200 $8,043.
Effective September 2022, no more than $7,896 of bargaining unit work may be included in the calculation of base funding amounts even if such a graduate student is employed and receives remuneration in excess of $7,896.

Effective September 2023, no more than $7,755 of bargaining unit work may be included in the calculation of base funding amounts even if such a graduate student is employed and receives remuneration in excess of $7,755.

Notwithstanding the provisions of Article 27:07 (Letters of Intent), any alleged violation of the provision not to include more than the applicable above-noted amounts $8,200 of bargaining unit work as part of the calculation may be pursued under Articles 14 (Grievance Procedure) and 15 (Arbitration) of the Collective Agreement.

Recognizing that the calculation changed from 180 hours in September 2017 to $8,200 in September 2018, it is understood and agreed that no employee shall be adversely impacted as a direct result of this the above-noted changes in the amount of bargaining unit work that may be included in the calculation of base funding amounts.

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

For the University

For the Union

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LETTER OF INTENT: Working Group - Workload

February 16, 2018 [new date]

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

The University agrees to establish a Working Group comprised of five (5) representatives from the University and five (5) representatives from the Union within ninety (90) sixty (60) days of the date of ratification of this renewal Collective Agreement to examine workload issues and concerns expressed by bargaining unit employees serving as Course Instructors or Teaching Assistants.

The Working Group will make recommendations to the Vice-President, Human Resources & Equity by December 1, 2021, with a goal that approved recommendations will be implemented as soon as practicable thereafter.

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

For the University

For the Union

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Article 2:02

Changes in Status

The parties are further agreed that, for the purpose of administering this Collective Agreement,

Where an employee loses status as a registered student at the University of Toronto for the reason that the employee has graduated from the programme in which the employee was enrolled and has not re-registered and enrolled in another, the employee shall continue to be deemed a bargaining unit employee until the date of termination of the employee’s current appointment(s).

Where an employee loses status as a Post Doctoral Fellow at the University of Toronto for the reason that the employee’s Post Doctoral Fellow appointment has ended, the employee shall continue to be deemed a bargaining unit employee until the date of termination of the employee’s current appointment(s). For clarity, the foregoing shall not apply to a Post Doctoral Fellow whose appointment has ended as a result of termination for cause or resignation.

For the University

For the Union

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ARTICLE 4: NO DISCRIMINATION

4:01

(b) The University and the Union are committed to equal opportunity in employment for women, Indigenous Peoples, aboriginal people, people with disabilities, and people who because of their race, colour, sexual orientation, or gender identity and expression have been historically, traditionally disadvantaged in Canada and continue to be 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. In support of this commitment, the University will gather information from employees, who will be requested to self-identify and participate on a voluntary basis. This information will be provided to the Union annually and discussed at subsequent meeting(s) of the Employment Equity Advisory Committee.

For the University  

For the Union  

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Sexual Violence & Sexual Harassment

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

4:05 The time limit for making a Report under the University's Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual violence or sexual harassment under this Collective Agreement may be filed at any time in accordance with the Policy on Sexual Violence and Sexual Harassment. For clarity, there is no time limit for filing a Report under the Policy. shall be no longer than six (6) months after the occurrence of the matter that is the subject of the Report/grievance. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to make a Report or File a grievance shall be no longer than twelve (12) months after the occurrence of the matter that is the subject of the Report/grievance.

An employee may file a grievance alleging sexual harassment or sexual violence if, after the University has exhausted available steps through the Policy, the employee is dissatisfied with the outcome; or if after sixty (60) working days have elapsed from the date the written Report was finalized, signed by the employee, and submitted to the University's Sexual Violence Prevention and Support Centre, the University has not provided the employee with a response to the Report; or if the employee did not file a Report under the Policy.

If an employee files a grievance under Article 4:05, such grievance shall be filed at Step 3 of the grievance procedure. The time limits set out in Articles 14:07 and 14:08 of the Collective Agreement shall not apply to such grievances. The time limit for the University to issue a Step 3 response under Article 4:05 shall be sixty (60) working days.

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

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7:02 All enquiries concerning Union dues or dues deductions should be directed to CUPE/SCFP, Local 3902, at a mailing address to be provided by the Union 180 Bloor Street West, Suite 803, Toronto, Ontario M5S 2V6, telephone: 416-593-7057 or 416-978-7632, e-mail: info@cupe3902.org.

For the University  

[Signature]

For the Union  

[Signature]

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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 parties agree to finalize the renewal collective agreement within six (6) months of the date of its ratification.

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

8:02 (a) The Hiring Department shall include in its written employment offers sent electronically to individuals for appointments covered by this Agreement, the following statement “A statement about the Union, along with other information about the Union, including information about funds such as the Trans Fund, Survivors Fund, International Workers’ Fund, Childcare Fund, Healthcare Plan Funds, Research Assistants’ Fund, Tuition Assistance and Funding Top-Up Funds available to employees from the Union, can be found on the Union’s website ([WEB ADDRESS]). All of this information is that of the Union, represents the views of the Union and has not been approved or endorsed by the University.”

(b) In the event that a Department makes written employment offers to individuals for appointments covered by this Agreement that are not sent electronically, the Department shall provide the following statement to the individual in an electronic correspondence: “A statement about the Union, along with other information about the Union, including information about funds such as the Trans Fund, Survivors Fund, International Workers’ Fund, Childcare Fund, Healthcare Plan Funds, Research Assistants’ Fund, Tuition Assistance and Funding Top-Up Funds available to employees from the Union, can be found on the Union’s website ([WEB ADDRESS]). All of this information is that of the Union, represents the views of the Union and has not been approved or endorsed by the University.” This electronic correspondence shall be provided at or prior to the time the employee receives the written job offer of an appointment in the bargaining unit, but in any event, no later than the start date of employment.

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

For the University

For the Union

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ARTICLE 15: ARBITRATION

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

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

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

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

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

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

For the purposes of this article, a reasonable time shall not normally exceed nine (9) months.

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

15:04 In the event that an arbitrator deals with a matter relating to discharge, suspension or disciplinary action, then the arbitrator has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award the arbitrator may deem just and reasonable which would be consistent with the terms of the Agreement.

15:05 The parties shall jointly and equally bear the fees and expenses of the arbitrator.

15:06 Either party may request the establishment of a board of arbitration in respect of any grievance submitted for arbitration. In such a case, the parties shall each appoint a nominee to the board of arbitration and the chairperson of the board of arbitration will be one of the arbitrators set out in Article 15:02 above or such other chairperson as the two
nominees appointed by the parties otherwise agree. Each party shall bear the fees and expenses of its own nominee to an arbitration board, and the parties shall jointly and equally bear the fees and expenses of the Chairperson. The provisions of Articles 15:01, 15:03, 15:04, 15:07, and 15:08 apply to a board of arbitration. The decision shall be unanimous or one reached by the majority of the members of the board; provided, however, that if there is no majority decision of the board then the decision of the Chairperson shall constitute the final and binding decision of the board.

15:07 Saturdays, Sundays and University holidays will not be counted in determining the time within which action is to be taken or completed under the Grievance Procedure.

15:08 Time limits set forth in this article may be extended by mutual agreement in writing between the parties hereto.

JOINT LETTER OF INTENT: Arbitration

February 16, 2018

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

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

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

For the University

For the Union

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ARTICLE 16: APPOINTMENTS

JOB POSTING

16:01

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

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

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

Each job posting shall indicate:

1) the title and number of courses where positions are expected to be available;
2) an estimate of the number of positions available;
3) an estimate of the course enrolment;
4) hours of work;
5) dates of appointment, including class and tutorial/lab schedules if known;
6) for Course Instructor positions, an estimate of the TA support;
7) salary;
8) qualifications;
9) the application procedure including the closing date for applications;
10) a brief description of the duties and responsibilities (it will be noted if the duties are known at the time of posting to be other than in person);
11) if the position involves leading tutorials, or laboratories/practicals;
12) for Teaching Assistants: a statement of whether the need to acquire experience or previous experience is the more relevant criterion in respect of the posted position; or for Course Instructors: a statement of whether the
need to acquire experience or past teaching experience is the more relevant criterion in respect of the posted position;

12) an announcement that the Department’s hiring policy is available in the Department office and at the CUPE, Local 3902 office;

13) An employment equity statement inviting all qualified applicants to make application.

14) The job posting will include a link/contact with instructions on how to access accommodations. A statement regarding accessibility during the application and hiring processes, and throughout the duration of the appointment.

All postings shall include the following statement: “This job is posted in accordance with the CUPE 3902 Unit 1 Collective Agreement.” It is understood that some announcements of vacancies are tentative, pending final course determinations and enrolment. Job postings shall contain a standardized statement that the position will require regular attendance at the campus on which the job is located unless the work is intended to be performed in another location in which case that other location will be specified on the posting.

(b) A sole responsibility instructor position (see definitions - Article 29:087) 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) An electronic copy of each job posting or the link to the posting itself shall be forwarded sent by electronic mail to the Union office within three (3) working days of its being at time of posting. When postings are made in an electronic form (e.g., by e-mail, newsgroup, or on a web-site), notice of the posting (or the posting itself if the posting be sent by e-mail) shall be sent by electronic mail to the Union. When an emergency posting is made, the Union shall receive a copy without undue delay.

For the University

For the Union

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Departmental Hiring Policies Funding Practices

16:02

(a) Departmental funding practices hiring policies will be published, copies of which have been supplied to the Union. Such funding practices 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), except as otherwise stated. However an alleged failure to publish provide such statements funding practices 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 funding practices policy, the Employer shall publish supply the Union with a copy of such alteration. The University agrees that Departmental funding practices hiring policies shall, with respect to the University’s graduate student funding policy, reflect the normal practice in the Department, including the amount of bargaining unit work that forms part of the base funding package and/or the planned variation in the amount 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 accordance with its funding practices policy statement provided under this article regarding composition of packages.

For the University

For the Union

UofT & CUPE Local 3902 – Unit 1
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Hiring Criteria – Teaching Assistants

16:03

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

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

Each individual job posting shall list all the hiring criteria. Each applicant who possesses the minimum threshold qualifications for the posted position shall be assessed by the hiring Department against the hiring criteria in a consistent manner. Further, each posting shall state whether the need to acquire experience or previous experience is the more relevant criterion in respect of that posted position.

In deciding between two relatively equal candidates, the Employer shall hire the candidate with the greater previous experience competence. The assessment of “previous experience” may include both academic and non-academic teaching and work experience, as deemed relevant to the position.

Candidates who are members of Indigenous, Black, racialized and LGBTQ2S+ communities, persons with disabilities, and other equity seeking groups are encouraged to apply, and their lived experience shall be taken into consideration as applicable to the position.

Hiring decisions shall not be based on the consideration or assessment of criteria not listed above.

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

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

Each individual job posting shall list all the hiring criteria. Each applicant who possesses the minimum threshold qualifications for the posted position shall be assessed by the hiring Department against the hiring criteria in a consistent manner. Further, each posting shall state whether the need to acquire experience or past teaching experience is the more relevant criterion in respect of that posted position.

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

Candidates who are members of Indigenous, Black, racialized and LGBTQ2S+ communities, persons with disabilities, and other equity seeking groups are encouraged to apply, and their lived experience shall be taken into consideration as applicable to the position.

Hiring decisions shall not be based on the consideration or assessment of criteria not listed above.

This article shall not be used to prevent a Department from appointing a senior doctoral student or a postdoctoral fellow to teach as a sole-responsibility instructor if that senior doctoral student or postdoctoral fellow has not already taught as a sole-responsibility instructor.
Letter of Understanding – Application Materials for Course Instructors

During the 2020-2021 round of collective bargaining, the parties discussed the hiring criteria set out in Article 16:03. It was understood and agreed that applicants may only be requested to provide supplementary materials if they are used in the assessment of the applicants in respect of the stated hiring criteria.

Applicants shall not be asked to provide reference letters, but may be asked to provide a list of references.

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

For the University

For the Union

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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 16:07 (b) and 16:07 (d), Hours of Work; Article 16:09 (b), Duties – Assistant Invigilators; Article 20:11, Sick Leave; Article 21, Holidays; Article 26, Salaries; Article 28, Health and Safety.

For the University

For the Union

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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 Appendix A: Job
Description/Description of Duties and Allocation of Hours (DDAH ) Form the
Job Description Guidelines (Appendix A). The Designated Authority of the
employing Department shall sign the job description for each employee in the
Department. It is agreed that a prospective employee shall not be required to accept
a position prior to receipt of a written description of the position. An employee’s
signature on the description signifies only that they have received and reviewed the
duties.

The supervisor and the employee shall meet prior to the commencement of duties
as set out in the job description, to discuss assigned duties and the time required to
perform them. Provision for attendance at such a meeting shall be included in the
hours allotted on each employee’s job description. This meeting shall be with pay
and shall be scheduled for not less than one (1) hour.

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

(b) Within one (1) month of the commencement of each academic term, the
Designated Authority of the employing Department shall provide to the Union a list
of spreadsheet file containing the following information: department, name
of employee, personnel number, course number and name, 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 course, and confirmation that a job description has been provided to
each employee.

In each academic term, the Union may select up to seven (7) Departments, which
shall be notified that they may be audited for purposes of reviewing the Description
of Duties and Allocation of Hours forms for all employees appointed in that term, in
order to verify compliance with the provisions of this Article of the Collective
Agreement. From among the seven (7) Departments notified, three (3) may be
selected for an audit, which shall be conducted jointly by a representative of the
Union and the Executive Director, Labour Relations or designate, who shall be
provided with access to all **Description of Duties and Allocation of Hours (DDAH)** 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._

For the University

For the Union

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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 Description of Duties and Allocation of Hours (DDAH) Form continues to be accurate and inclusive of all duties and responsibilities of the position 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 during the 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 DDAH Form job description, and ensuring that employees’ hours of work as set out in their DDAH Forms job descriptions continue to be appropriate. This meeting shall be with pay and shall be scheduled for not less than thirty (30) minutes.

For Fall/Winter Session courses, this mid-course meeting shall be held no later than November 15th for “F” courses, January 31st for “Y” courses, and March 1st for “S” courses. For Summer Session courses, the meeting shall be held no later than May 31st for May-June courses, July 31st for July-August courses, and July 1st for May-August courses. Alternatively, an employee can request this mid-course meeting be held when approximately half of the allocated hours have been worked. Such a request shall not be unreasonably denied.

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 DDAH form, and shall give a copy to the employee, and keep a copy on file.

For the University

For the Union

Kyle Shawlder

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
Bereavement Leave

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

For the University

For the Union

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

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SICK LEAVE

20:11

(a) Employees who have an appointment or appointments hours totalling two hundred and forty (20040) 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 hours totalling one hundred and forty (10040) 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 hours totalling thirty fifty (3050) 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. For clarity, this applies to all Unit 1 employees with the exception of Course Instructors.

Course Instructors who are unable to perform their duties attend regularly scheduled classroom or contact hours due to illness or injury shall be granted up to six (6) days of sick leave without loss of pay per academic session (if the Course Instructor teaches more than one (1) FCE per academic session, the Course Instructor shall be granted up to eight (8) days of sick leave without loss of pay per session).

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

(b) No additional absence or absence(s) due to medical reasons shall be without pay. Sick leave shall apply only to regularly scheduled classroom/laboratory contact hours. Notwithstanding the foregoing, in the event that an employee is expected to mark and/or grade during a period of sickness, every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading after their sickness, including extending administrative deadlines if practicable. Sick leave credits shall not accumulate from one appointment to another. Should the Department determine that a substitute is necessary, the Department shall designate the substitute. 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.
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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Article 20:11

**Serious Illness, Surgery, and Hospitalization, and Serious Physical or Mental Illness**

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

For the University

[Signature]

For the Union

[Signature]

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Domestic or Sexual Violence Leave

20:12 Employees are entitled to Domestic or Sexual Violence leave pursuant to the Employment Standards Act, 2000 (ESA). All provisions of the Act pertaining to this leave shall apply.

Employees are eligible for such leave if they or their child(ren) have experienced or been threatened with domestic or sexual violence, for the purposes set out in the ESA.

Such leave of absence shall be without loss of pay for up to one (1) month at the employee’s regular rate of pay during the period of the employee’s appointment, and the remainder of the ESA entitlement (i.e., the remainder of up to ten (10) individual days and up to fifteen (15) individual weeks) shall be without pay.

Written request for An employee will give notice that they are taking such leave along with and provide any related documentation and correspondence shall be to submitted to Health and Well-Being Programs & Services the Family Care Office.

For the University

For the Union

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

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ARTICLE 25: EMPLOYEE FINANCIAL ASSISTANCE FUND

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

The Union shall ensure that the EFAF is maintained in a separate account. It is understood and agreed that the Union is responsible for disbursing the majority of each annual payment to employees within twelve (12) sixteen (16) months of receipt of each payment from the University. A third-party audit report demonstrating that the monies have been disbursed to employees in accordance with this Article, including numbers of employees receiving payments and the total amount disbursed, shall be provided by the Union to the University and made public by June December 31 30 of each year of the Collective Agreement.

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

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

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

For the University

[Signature]

For the Union

[Signature]
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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.

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

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

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

28:02

(a) 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.

(b) The Union shall have the right to elect or appoint bargaining unit employees to Joint Health and Safety Committees in areas where they perform duties.

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.

28:04

(a) The Union shall receive copies of all committee reports, and investigation reports from all the committees. The University shall ensure that these materials are provided as soon as practicable and, in any event, no later than thirty (30) days following receipt of the report by the University. The University shall notify the Union of all Health and Safety testing and provide reports of findings.

(b) The University shall provide the Union with copies of all Workplace Safety and Insurance Board (WSIB) Form 7 Employers’ Report of Injury/Illness for members injured on the job.

For the University

[Signature]

For the Union

[Signature]

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

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ARTICLE 30: ACCOMMODATION/RETURN TO WORK

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

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

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

(c) Where the University proposes a particular measure of accommodation, or does not adopt a proposal by an employee or the Union of a particular measure of accommodation, the University shall provide the designated Union Representative with the reasons for the proposal or denial at the Union’s request.

(d) If the designated Union Representative is an employee in the bargaining unit, the designated Union Representative shall be paid at their regular rate of pay to attend meetings convened by the University for purposes of this Article, and for the preparation time necessary, not to exceed one (1) hour per meeting convened by the University.

(e) Disputes regarding accommodation and/or return to work shall be subject to the grievance procedure beginning at Step Two.
Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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APPENDIX A: Job Description/Description of Duties and Allocation of Hours (DDAH) Form 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 this Appendix is to outline for supervisors of employees how to complete the DDAH form, 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.

The DDAH form constitutes the job description for Teaching Assistants. In formulating job descriptions, supervisors shall use the DDAH form to list all duties and encouraged to discuss the details of the job description DDAH form with the employee involved.

A DDAH form is required for Teaching Assistant positions. A DDAH form is Job descriptions are not required for Course Instructors positions.

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 DDAH form 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 DDAH Form

The DDAH form is organized into sections representing functional categories. Further individual duties are to be specified within each functional category, with sufficient time assigned to each duty. Some sections contain prepopulated duties and/or times as required by the applicable articles of the Collective Agreement.

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 contains examples of duties and/or tasks that may be included on the DDAH 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: meetings, training,
preparation, contact time, marking/grading, and other duties. Only those All duties which will form part of the employee's assignment should be listed on the DDAH form, in as much detail as necessary to adequately describe the duty.

Meetings: Meetings with the supervisor and/or other TAs related to the performance of their duties shall be included on the DDAH form. These include but are not limited to the initial discussion of the DDAH form, the mid-term review meeting, and/or other discussions related to an employee’s duties in the position. Appropriate time shall be allocated on the DDAH form for such meetings.

Training: Mandatory employee participation in Departmental and/or other training programs for the position shall be included in this section of the DDAH form. Note that all TAs on first appointments must be provided with training in accordance with Article 17:01 of the collective agreement. Any such training hours, including but not limited to those for a first appointment, are additional to the hours of the appointment as set out in the letter of offer.

Preparation: All preparation duties to be required of the employee by the Employer shall be included in this section of the DDAH form. Types of preparation are included but are not limited to the examples listed in the “Appendix: List of Suggested Tasks and Teaching Techniques”. 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. Where the position includes tutorials, sufficient time for preparation shall be included in this section of the DDAH form.

Contact Time: All contact time, including engagement with students individually and/or in groups, shall be included in this section of the DDAH form. Every scheduled hour of class and/or tutorial 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. Types of contact time may include, but are not limited to, the examples listed in the “Appendix: List of Suggested Tasks and Teaching Techniques”.

Marking/grading: All marking/grading time shall be included in this section of the DDAH form. Supervisors shall use the Marking/Grading Worksheet to calculate the allocation of hours for this section. The nature and estimated number of assignments to be graded shall be indicated, together with guidance as to the appropriate amount of time which should be devoted to marking each class assignment. This will include turnaround time which will indicate the amount of time projected to complete the marking, in accordance with
**Articles 16:07 and 29:01 of the collective agreement.** The estimated enrolment at the time the DDAH form is prepared 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 increase 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. **Types of marking/grading tasks may include, but are not limited to, the examples listed in the “Appendix: List of Suggested Tasks and Teaching Techniques”**.

**Other duties:** **Any duty that does not reasonably fit into the above functional categories shall should be included in this section of the DDAH form and 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. **Types of other duties may include, but are not limited to, the examples listed in the “Appendix: List of Suggested Tasks and Teaching Techniques”**.

The “total hours” for the **position assignment** is the sum of the hours per session as set out in the letter of offer, given for training, preparation, contact, marking/grading, and other duties. This total will be used to prepare the employee's pay form. **Note that training hours are additional to the “total hours” for the position, and are excluded from any subsequent appointment obligations under Article 16:06.**

**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.
Description of Duties and Allocation of Hours (DDAH) Form  
All duties of the position shall be specified on this form

<table>
<thead>
<tr>
<th>Department:</th>
<th>Supervising Professor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Course Code:</td>
<td>Est. Enrollment per TA Section at time of DDAH:</td>
</tr>
<tr>
<td>Course Title:</td>
<td>Est. Enrollment in (Course):</td>
</tr>
</tbody>
</table>

**First TA appointment?**  ☐ Yes  ☐ No

Tutorial Category type:
☐ Discussion-based  ☐ Skill development
☐ Exam/test/assignment review  Review and Q&A session
☐ Laboratory/ies/practicals
☐ None

Tutorial Size:  ☐ 30 students or less  ☐ 31 students or more

Are you teaching on a campus different from your affiliated campus?  ☐ Yes  ☐ No

<table>
<thead>
<tr>
<th>Responsibility/activity (if applicable)</th>
<th>Time/task (if applicable)</th>
<th>Total time</th>
<th>Revised</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meetings</td>
<td>Initial DDAH meeting</td>
<td>1 hour</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Midterm DDAH review</td>
<td>0.5 hours</td>
<td></td>
</tr>
</tbody>
</table>

Preparation

UofT & CUPE Local 3902 – Unit 1
<table>
<thead>
<tr>
<th>Contact time</th>
<th>Other duties</th>
<th>Marking/Grading</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Exam/test invigilation</td>
<td>(use Worksheet below)</td>
</tr>
</tbody>
</table>

**Total hours for the position (as per letter of offer)**

**Training**

<table>
<thead>
<tr>
<th>Training (training hours are additional to “total hours” for the position)</th>
<th>If first TA appointment, specify 4 hours for mandatory training</th>
<th>Additional training required for the position</th>
</tr>
</thead>
</table>

UoT & CUPE Local 3902 – Unit 1
### Additional training in accordance with Article 17

<table>
<thead>
<tr>
<th>Assignment</th>
<th># of Assignments</th>
<th>Time per Assignment</th>
<th>Total hours ((#*\text{time})/60 \text{ min})</th>
<th>Anticipated Date available to TA</th>
<th>Turnaround time</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

**Total training hours**

---

**Marking/Grading Worksheet**

[approvals, signatures and dates and mid-course review changes retained from collective agreement]

[separate page Appendix: List of Suggested Tasks and Teaching Techniques]

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For the University

____________________

For the Union

____________________

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

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# 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

<table>
<thead>
<tr>
<th>Task</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparing course outline/tutorial plans</td>
<td>Preparing setting up laboratory materials</td>
</tr>
<tr>
<td>Selecting relevant texts</td>
<td>Designing &amp; preparing tests/examinations</td>
</tr>
<tr>
<td>Preparing handouts</td>
<td>Preparing setting up audiovisual materials</td>
</tr>
<tr>
<td>Preparing reading lists</td>
<td>Attending supervisor’s lectures/seminars</td>
</tr>
<tr>
<td>Preparing bibliographies</td>
<td>Announcing special seminars/workshops</td>
</tr>
<tr>
<td>Preparing tutorial/lecture notes</td>
<td>Reading course materials (e.g., readings/texts/manuals)</td>
</tr>
<tr>
<td>Attending supervisor’s labs/tutorials</td>
<td>Source materials</td>
</tr>
<tr>
<td>Preparing assignments/problem sets</td>
<td>Developing/maintaining course website</td>
</tr>
</tbody>
</table>

## Contact Time

<table>
<thead>
<tr>
<th>Activity</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conducting lectures</td>
<td>Demonstrating equipment outside class</td>
</tr>
<tr>
<td>Office hours</td>
<td>Conducting special seminars/workshops</td>
</tr>
<tr>
<td>Demonstrating in laboratory</td>
<td>Conducting tutorials/seminars/practicals</td>
</tr>
<tr>
<td>Leading field trips</td>
<td>Consulting with students electronically</td>
</tr>
<tr>
<td>Demonstrating problem solving</td>
<td></td>
</tr>
<tr>
<td>Tutoring individuals (not in centre)</td>
<td></td>
</tr>
<tr>
<td>Demonstrating in language lab</td>
<td></td>
</tr>
<tr>
<td>Consulting outside of office hours</td>
<td></td>
</tr>
</tbody>
</table>

## Marking / Grading

<table>
<thead>
<tr>
<th>Task</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>Book reviews</td>
<td>Examinations</td>
</tr>
<tr>
<td>End-of-term tests</td>
<td>Essays</td>
</tr>
<tr>
<td>Oral presentations</td>
<td>Demonstrations</td>
</tr>
<tr>
<td>Checking lab books</td>
<td>Problem sets</td>
</tr>
<tr>
<td>Laboratory reports</td>
<td>Quizzes</td>
</tr>
<tr>
<td>Computer programs</td>
<td>Mid-terms</td>
</tr>
<tr>
<td></td>
<td>Data sheets</td>
</tr>
<tr>
<td></td>
<td>Calculate/records/tabulate grades</td>
</tr>
<tr>
<td></td>
<td>Multimedia submissions</td>
</tr>
</tbody>
</table>

## Meetings

<table>
<thead>
<tr>
<th>Meeting</th>
<th>Meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial DDAH Review meeting</td>
<td>TAs on first appointments training</td>
</tr>
<tr>
<td>Mid-term DDAH Review meeting</td>
<td>Training on software or online platforms used in the course</td>
</tr>
<tr>
<td>Benchmarking sessions</td>
<td>Training specific to the course offering</td>
</tr>
<tr>
<td>Consulting/meeting with course supervisor</td>
<td>Training in accordance with Article 17</td>
</tr>
<tr>
<td>Course meetings with other TAs</td>
<td></td>
</tr>
</tbody>
</table>

## Other Duties

<table>
<thead>
<tr>
<th>Task</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordinating other TAs, Resource Center, etc.</td>
<td></td>
</tr>
<tr>
<td>Clerical (e.g., photocopying course materials/handouts/readings, etc.)</td>
<td></td>
</tr>
<tr>
<td>Technical Support (e.g., captioning lectures, setting up on-line class page)</td>
<td></td>
</tr>
<tr>
<td>Exam/test invigilation</td>
<td></td>
</tr>
<tr>
<td>Uploading/returning grades utilizing online platforms</td>
<td></td>
</tr>
</tbody>
</table>

## Teaching Techniques

### General
- Providing effective feedback
- Tutorial planning
- Classroom management (including strategies for different sizes of tutorial)
- 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
- Modelling effective review strategies for students
LETTER OF UNDERSTANDING: Employment Equity

February 16, 2018 new date

To act on its commitment to employment equity under the University’s Employment Equity Policy, the University agrees to continue a joint Employment Equity Advisory Committee with the Union. The Committee will meet within 60 days of the signing of the Collective Agreement, and quarterly thereafter. 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.

In support of the Committee’s commitment to Employment Equity, the Committee will engage in meaningful discussions in respect of the Employment Equity Survey, including feedback on survey content and structure, review and analysis of report(s) of employment equity data, and strategies for fostering greater participation in the Survey.

Discussions of the Committee will include identification of employment equity barriers and potential avenues to address such barriers, including the possibility of creating training and mentoring opportunities.

Data and information will be made available to the Committee at an aggregate level such that identification of any individual employee is not possible. The University will provide the same data for CUPE 3902 Unit 1 as contained in the Employment Equity Annual Report, subject to the availability of the data and all applicable confidentiality restrictions. Where possible, data will be provided by job category.

Updated data will be extracted as of September 30, January 31, May 31, and July 31 each year, and provided to the Committee at each subsequent meeting. The University will include employees in CUPE 3902 Unit 1 in the Employment Equity Annual Report starting in 2022.

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

[Signature]

For the Union

[Signature]

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LETTER OF INTENT – Centralized Job Posting Website

[date]

During the term of the current collective agreement, the University will transition the existing centralized job posting website to the Success Factors platform. In advance of the rollout, the University will consult with the Union on implementation and communication in respect of the new platform.

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

For the University  

For the Union  

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LETTER OF INTENT: Information to Employees

February 16, 2018 [new date]

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

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

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

The letters shall further include: the name of the individual, the graduate unit, the program of study, the year in the program, the portion of the year covered by funding, the tuition and fees for the funded period, and a statement that this letter may be used in support of an application(s) for funds available to employees from the Union, including the Trans Fund, Survivors Fund, International Workers’ Fund, Childcare Fund, Healthcare Plan Funds, Research Assistants’ Fund, Tuition Assistance and Funding Top-Up Funds.

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

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

An employee who believes that the information contained in their letter as set out above is inaccurate may avail themselves of the Funding Complaint Process established by the School of Graduate Studies. This process normally begins with the complainant raising their complaint with their academic supervisor and then their department.
administration. If the complaint remains unresolved, the complainant may provide a written complaint to the Dean of the School of Graduate Studies. If the complaint remains unresolved to the satisfaction of the complainant at the conclusion of this process, the complainant may contact the University's Ombudsperson. It is understood and agreed that no discrepancy or dispute concerning the accuracy of the information contained in any such letter shall form the basis of any grievance and that no such dispute will be referred to arbitration by the Union.

To assist Departments in providing the information set out above, the University will develop standardized templates that include the minimum information required. It is understood that Departments may provide information that exceeds the minimum requirements set out above.

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

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

For the University

For the Union

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RENEW

LETTER OF UNDERSTANDING: Hiring Criteria

February 16, 2018 [new date]

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

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

For the University

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RENEW

LETTER OF UNDERSTANDING: Online Courses

February 16, 2018 [new date]

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

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

For the University

[Signature]

For the Union

[Signature]

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LETTER OF INTENT: SUSTAINABILITY COMMITTEE

[date]

Chair, Canadian Union of Public Employees, Local 3902, Unit 1

The University and the Union recognize the importance of protecting the environment and promoting environmentally sustainable practices in the workplace. To that end, within ninety (90) calendar days following ratification of this Collective Agreement, the parties agree to meet to establish a sustainability committee with the aim of exploring initiatives and practical measures that address issues related to sustainability, climate change, the University’s carbon footprint, and minimizing the unnecessary consumption of resources.

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

For the University  

For the Union  

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Letter of Intent: Writing for Teaching Assistants (WIT) Program

[DATE]

Chair, Canadian Union of Public Employees, Local 3902

In recognition of the Faculty of Arts and Science’s Writing for Teaching Assistants (WIT) Program, which enhances the instructional skills of Teaching Assistants and undergraduate writing development, the parties agree as follows:

- Lead Writing Teaching Assistants (LWTAs) may be appointed for a period that overlaps academic years (e.g. June to April);
- A subsequent appointment will neither be generated nor fulfilled by an appointment to a LWTA position;
- LWTAs who have completed three (3) LWTA appointments are ineligible to receive further WIT program hours;
- LWTA jobs will be posted and hired for in accordance with articles 16:01 and 16:03.

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

For the University

For the Union
### Letters of Intent/Understanding

<table>
<thead>
<tr>
<th>Description</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOU on page 63 of the collective agreement</td>
<td>Renew</td>
</tr>
<tr>
<td>Letter of Understanding – Employment Equity</td>
<td>Renew per sign off Feb. 9</td>
</tr>
<tr>
<td>Letter of Understanding – Online Courses</td>
<td>Renew per sign off March 9</td>
</tr>
<tr>
<td>Letter of Understanding – Hiring Criteria</td>
<td>Renew per sign off March 18</td>
</tr>
<tr>
<td>Letter of Understanding – Domestic Violence</td>
<td>Renew</td>
</tr>
<tr>
<td>Joint Letter of Intent – Union Dues/Membership</td>
<td>Renew</td>
</tr>
<tr>
<td>Joint Letter of Intent – Arbitration</td>
<td>Delete per sign off with Article 15 Jan 22</td>
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<tr>
<td>Joint Letter of Intent – Duplicate Provisions</td>
<td>Renew and update dates in 27.01</td>
</tr>
<tr>
<td>Letter of Intent – Calculation</td>
<td>Amend as included in package</td>
</tr>
<tr>
<td>Letter of Intent – Employment Insurance Hours for Course Instructors</td>
<td>Amend as included in package</td>
</tr>
<tr>
<td>Letter of Intent – Treatment of Paid Work</td>
<td>Renew</td>
</tr>
<tr>
<td>Letter of Intent – Improving the Quality of Undergraduate Experience in Tutorials</td>
<td>Renew</td>
</tr>
<tr>
<td>Letter of Intent – Assignment of Subsequent Appointments</td>
<td>Renew</td>
</tr>
<tr>
<td>Letter of Intent – Grievance Timelines</td>
<td>Renew</td>
</tr>
<tr>
<td>Letter of Intent – Off-Cycle/Late/Changed Pay Information</td>
<td>Renew and update dates</td>
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<tr>
<td>Letter of Intent – Training</td>
<td>Renew</td>
</tr>
<tr>
<td>Letter of Intent – Employment Equity and Accessibility</td>
<td>Renew</td>
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<tr>
<td>Statements and the Statement on Bargaining Unit Eligibility</td>
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<td>Letter of Intent – Bulletin Boards</td>
<td>Delete</td>
</tr>
<tr>
<td>Letter of Intent – Invigilators, Services to Persons with a Disability – Shift Scheduling</td>
<td>Renew</td>
</tr>
<tr>
<td>Letter of Intent – Course Evaluations</td>
<td>Delete</td>
</tr>
<tr>
<td>Letter of Intent – Information to Employees</td>
<td>Amend per sign off March 18</td>
</tr>
<tr>
<td>Letter of Intent – SGS Leaves of Absence</td>
<td>Renew</td>
</tr>
<tr>
<td>Letter of Intent – Workload</td>
<td>Renew and update dates</td>
</tr>
<tr>
<td>Letter of Intent – Working Group – Workload</td>
<td>Amend as included in package</td>
</tr>
<tr>
<td>Letter of Intent – Supervisory Conflict</td>
<td>Renew</td>
</tr>
</tbody>
</table>

**For the University**

[Signature]

**For the Union**

[Signature]

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